MEETING OF THE CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA. 90712
11:00 AM, THURSDAY, APRIL 11, 2019

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as “For information” 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. TIME EXTENSION FOR EARTHCAM, INC. FOR CONSTRUCTION CAMERAS FOR THE ALBERT ROBLES CENTER (ARC) PROJECT
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the execution of Amendment No. 2 to Contract No. 881, subject to the approval of form by District Counsel, with Earthcam, Inc. to extend the contract term through December 31, 2019.

4. TIME EXTENSION FOR MULTIVISTA FOR CONSTRUCTION PHOTO DOCUMENTATION FOR THE ALBERT ROBLES CENTER (ARC) PROJECT
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the execution of Amendment No. 2 to Contract No. 912, subject to the approval of form by District Counsel, with Multivista to extend the contract term through December 31, 2019.

5. NO COST TIME EXTENSION FOR AKD CONSULTING FOR THE ALBERT ROBLES CENTER (ARC) CONSTRUCTION PROJECT
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the execution of Amendment No. 3 to Contract No. 917, subject to the approval of form by District Counsel, with AKD Consulting to extend the contract term through December 31, 2019.
6. PURCHASE OF WONDERWARE LICENSE UPGRADE
   
   **Staff Recommendation:** The Capital Improvement Project (CIP) Committee recommends that the Board of Directors approve the purchase of the upgrade license from Wonderware California at a cost of $83,263.

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

8. ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE

9. DEPARTMENT REPORT

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

11. ADJOURNMENT

   The Committee will adjourn to the next currently scheduled meeting on April 25, 2019 at 11:00 a.m.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Brandon Mims, 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 are available at the District’s website, [www.wrd.org](http://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: APRIL 11, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: TIME EXTENSION FOR EARTHCAM, INC. FOR CONSTRUCTION CAMERAS FOR THE ALBERT ROBLES CENTER (ARC) PROJECT

SUMMARY
On June 2, 2016, the Board of Directors awarded a contract to Earthcam, Inc. in the amount of $64,406.23 to procure and install two construction cameras (northwest and southwest corners) to provide a live video feed of site activities and archived photo documentation services for a period of two years (i.e. June 26, 2016 through June 26, 2018) for the Albert Robles Center (ARC) construction project in the City of Pico Rivera, California. The term of the contract expired on December 31, 2018.

On November 7, 2018, the WRD Board of Directors executed Contract Amendment No. 1 with Earthcam, Inc. to continue construction camera services on an as-needed monthly basis through June 30, 2019 and increase the budget by an amount of $15,295.21, plus a 10% contingency of $1,530 (rounded). The scope of services includes a live video feed of on-site activities and continuous archived photo documentation.

Since the construction schedule is expected to extend beyond initially anticipated, WRD would like to amend the Earthcam, Inc. contract by extending the term through December 31, 2019.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve execution of Amendment No. 2 to Contract No. 881, subject to approval of form by District Counsel, with Earthcam, Inc. to extend the contract term through December 31, 2019.
AMENDMENT NO. 2 TO CONTRACT NO. 881
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
EARTHCAM, INC.

This Amendment No. 2 to Contract No. 881 (“Amendment No. 1”), is made and entered into this 18th day of April, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Earthcam, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, on June 2, 2016, a certain agreement, hereinafter referred to as Contract No. 881 (“Agreement”), was executed between the District and Consultant for the Consultant to procure and install two construction cameras (northwest and southwest corners) to provide a live video feed of site activities and archived photo documentation services for the Groundwater Reliability Improvement Project (GRIP), which is now known as the Albert Robles Center (ARC) construction project; and

B. WHEREAS, on November 7, 2018, the District and Consultant entered into Amendment No. 1 to the Agreement in order to extend the term through June 30, 2019 and increase the contract budget by an amount not to exceed Fifteen Thousand Two Hundred Ninety-Five Dollars and Twenty-One Cents ($15,295.21) in order to continue construction camera services on an as-needed monthly basis; and

C. WHEREAS, the District and Consultant desire to enter into this Amendment No. 2 to the Agreement in order to extend the term through December 31, 2019 and increase the budgetary amount by utilizing Board-approved contingency funds to continue construction camera services for the ARC construction project on an as-needed monthly basis, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid 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. Term of Agreement: The term of the Agreement shall be extended to December 31, 2019 (the “Expiration Date”).
2. **Fee:** The existing budgetary amount shall be increased by an amount not to exceed Four Thousand One Hundred Ten Dollars ($4,110).

3. **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.

4. **Remaining Portion of the Agreement:** Except as otherwise expressly set forth in this Amendment No. 2, 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. 2 to the Agreement to be executed as of the Effective Date.

**EARTHCAM, INC., ("CONSULTANT")**

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
</table>

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
</table>

**Approved As To Form**

**LEAL, TREJO APC**

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

AMENDMENT NO. 1 AND CONTRACT NO. 881
AMENDMENT NO. 1 TO CONTRACT NO. 881
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
EARTHCAM, INC.

This Amendment No.1 to Contract No. 881 ("Amendment No.1"), is made and entered into this 7th day of November, 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Earthcam, Inc., (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I. RECITALS

A. WHEREAS, On June 2, 2016, a certain agreement, hereinafter referred to as Contract No. 881 ("Agreement"), was executed between the District and Consultant for the Consultant to procure and install two construction cameras (northwest and southwest corners) to provide a live video feed of site activities and archived photo documentation services for the Groundwater Reliability Improvement Project (GRIP), which is now known as the Albert Robles Center (ARC) construction project; and

B. WHEREAS, District and Consultant desire to enter into this Amendment No. 1 to the Agreement in order to continue to construction camera services, specifically a live video feed of site activities and archived photo documentation services for the ARC construction project through June 30, 2019 on an as-needed monthly basis, as set forth below.

II. AMENDMENT

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

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

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed fifteen thousand two hundred ninety-five dollars and twenty-one cents ($15,295.21).
3. **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.

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

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

**EARTHCAM, INC., ("CONSULTANT")**

ایکن
Joseph Nizza
Print Name
Vice President
Title

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

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

ایکن
Vera Robles DeWitt
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

ایکن
Attorneys for the Water Replenishment District of Southern California
EXHIBIT "A"

CONTRACT 881
This General Services Agreement (the “Agreement”) is made and entered into this 2nd day of June, 2016, by and between the Water Replenishment District of Southern California ("District") and EarthCam, Inc., ("Contractor") (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

1. **Scope of Services.** Contractor shall perform the scope of services described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

   1.1 **Standard of Performance.** In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

   1.2 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.

2. **Term.** The term of this Agreement shall commence on June 2, 2016 and shall end on December 31, 2018 (the "Expiration Date"). At least six months prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Contractor, the cost of such Services relative to the benefits, and the need for any continuation of the services.

   2.1 **Termination by District**

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

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

3.1 **Fee.** District hereby agrees to pay Contractor for the Scope of Services, pursuant to Exhibit B and incorporated herein by this reference, which may not be changed except with District’s written approval. Total compensation for work performed under this Agreement shall not exceed sixty-four thousand four hundred six dollars and twenty-three cents ($64,406.23).

3.2 **Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

4. **Project Site.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with District’s operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required that is being provided by Contractor for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor’s sole risk. District may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by District shall be solely as an accommodation and District shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any District owned equipment and property provided by District for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. **Contractor Status.** Contractor is an independent contractor and neither Contractor nor any employee of Contractor 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 Contractor achieves such results.

5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely
responsible for any taxes levied by local, state or federal authorities on such sums. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor’s employees. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.3 District will not make any payments to Contractor, or Contractor’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. Contractor 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 Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.4 Contractor 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.

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

7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District’s prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor’s use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor 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 subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.
8. **Compliance with Laws and Regulations; Licensing.** Contractor 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, Contractor 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.

9. **Insurance.** Contractor, 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.

9.1 **Required Policies.**

9.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.

9.1.2 **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.

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

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

9.2 **Required Terms.**

9.2.1 All policies except workers’ compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

9.2.2 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 one (1) year after the date of final completion of the scope of services under this Agreement.

9.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.
9.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies shall include waivers of subrogation in favor of the District and its insurers.

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

10. **Indemnification.** Contractor 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 Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’s obligation to defend shall arise regardless of any claim or assertion that the District 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.

11. **Warranty.**

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new
and best of kind.

11.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

12. Health and Safety Programs. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested.

12.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

13. 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.

14. **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.

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

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, 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 Contractor and the District.

17. **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.

18. **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 Contractor:

Eli Bergman  
EarthCam, Inc.  
650 East Crescent Avenue  
Upper Saddle River, NJ 07458  
Phone: 201-488-111 x1330  
Email: eli@earthcam.com

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

20. **Integration; Construction.** This Agreement sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

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

22. **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.

[SIGNATURES ON THE NEXT PAGE]
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

Willard H. Murray, Jr.
President, Board of Directors

John D. S. Allen
Secretary, Board of Directors

EARTHCAM, INC., ("CONTRACTOR")

Joseph Nizza
Vice President

Leal • Trejo APC
Attorneys for the Water Replenishment District of Southern California

Approved As To Form
LEAL, TREJO APC

EarthCam, Inc.
General Services Agreement
EXHIBIT A

SCOPE OF SERVICES

The Contractor will be supplying and installing two construction cameras (ConstructionCam HD and 24 MegapixelCam) at the site of the proposed Groundwater Reliability Improvement Program (GRIP) Advanced Water Treatment Facility (4320 San Gabriel River Parkway, Pico Rivera, CA 90660). Exact locations of the cameras will be determined by the District. The following Proposal No. PN052016630704 from the Contractor describes the equipment that will be supplied by the Contractor, installation and delivery fees, and camera support services (referred to as Managed Services) and is attached and incorporated herein by this reference. The 24-month period of Managed Services will be initiated when the first digital photo is taken at the site by these cameras.
### EarthCam.net

**The Webcam Technology Experts**

**Proposal Number:** PN052016630704

**Meeting Date:** 4/11/2019  
**Item No. 3**

<table>
<thead>
<tr>
<th>Camera Systems</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ConstructionCam HD</td>
<td>1</td>
<td>$5,096</td>
<td>$5,096</td>
</tr>
<tr>
<td>24 MegapixelCam (Time-Lapse / Live Video) - 12VDC</td>
<td>1</td>
<td>$4,500</td>
<td>$4,500</td>
</tr>
<tr>
<td>Solar Power Upgrade - Zone 4a - 12 hr (ConstructionCam HD)</td>
<td>1</td>
<td>$5,191</td>
<td>$5,191</td>
</tr>
<tr>
<td>Solar Power Upgrade - Zone 4a - 24 hr (24 MegapixelCam - 12VDC)</td>
<td>1</td>
<td>$3,460</td>
<td>$3,460</td>
</tr>
<tr>
<td>All Weather 4G Wireless Data Modem with Antenna</td>
<td>1</td>
<td>$1,399</td>
<td>$1,399</td>
</tr>
<tr>
<td>Megapixel Super Wide Angle Upgrade Kit - Nikon Optics</td>
<td>1</td>
<td>$1,349</td>
<td>$1,349</td>
</tr>
<tr>
<td>16 GB Image Backup</td>
<td>1</td>
<td>$575</td>
<td>$575</td>
</tr>
<tr>
<td>16 GB Image Backup</td>
<td>1</td>
<td>$575</td>
<td>$575</td>
</tr>
<tr>
<td>EarthCam Wall Mount with Pole Adapter</td>
<td>1</td>
<td>$379</td>
<td>$379</td>
</tr>
<tr>
<td>Heavy Duty Pole Mount Adapter</td>
<td>1</td>
<td>$73</td>
<td>$73</td>
</tr>
<tr>
<td>Configuration and Programming</td>
<td></td>
<td>$195</td>
<td>$195</td>
</tr>
</tbody>
</table>

**Jobsite Services**

- Certified Installation Services - Solar (24 MegapixelCam - 12VDC)  
  Quantity: 2  
  Price: $2,625  
  Total: $5,250

- Pre-installation Site Survey  
  Quantity: 1  
  Included

**Managed Services**

- 13.5 Megapixel Hosting and Software Service (Archive every 15 minutes) (24 months)  
  Quantity: 1  
  Price: $625  
  Total: $15,000

- Live Video Hosting and Robotic Software Service (Archive every hour with panorama support) (24 months)  
  Quantity: 1  
  Price: $495  
  Total: $11,880

- Bandwidth - 4G Wireless Data Service - 30GB (ConstructionCam HD) (24 months)  
  Quantity: 1  
  Price: $250  
  Total: $6,000

- Bandwidth - 4G Wireless Data Service - 5GB (24 MegapixelCam - 12VDC) (24 months)  
  Quantity: 1  
  Included

**EarthCam Consulting Services**  
Quantity: 1  
Included

**Hand Edited Time-Lapse Movie**  
Quantity: 1  
Included

---

**Your Account Manager:** Kelly Sferlazza  
kfsferlazza@earthcam.com

**Packet Page 20 of 159**
EarthCam University 1 Included
Website Development and MP image Integration 1 Included

(FedEx Ground $1,450.50) total delivered $64,408.23

<table>
<thead>
<tr>
<th>CA Tax</th>
<th>$2,033.73</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$62,955.73</strong></td>
</tr>
</tbody>
</table>

**Managed Service Options**

The 24 Megapixel Cam has the ability to archive images at various resolutions. Your proposal includes the resolution checked below.

- [ ] 6 Megapixel Hosting and Software Service $475
- [x] 13.5 Megapixel Hosting and Software Service $650
- [ ] 24 Megapixel Hosting and Software Service $850

**Notes**

Client to provide lift and pole if required
What's Included

CAMERA SYSTEMS

ConstructionCam HD
- Streams 16:9 full-frame live HD video
- Precise Pan/Tilt/Zoom controls with multiple preset compositions
- 2.1 megapixel image archives: 1,920 x 1,080 pixels
- Auto-generated multi-layer 360° panoramas
- 10x optical, 12x digital zoom
- Day and night function
- Multi-stream H.264 and Motion JPEG
- Housed in a thermostatically controlled enclosure
- Maintenance-free wiper to ensure clear images
- Fast, dependable, solid state Linux system

24 MegapixelCam (Time-Lapse / Live Video) - 12VDC
- 24 Megapixel SLR Digital fixed position camera
- Live streaming video preview
- Nikon optics for superior quality
- Digital presets and Pan/Tilt/Zoom within captured image
- HDR (High Dynamic Range) imaging and additional creative effects
- Additional camera settings access
- Heavy-duty enclosure with heater and fan
- Professional grade glass in an outdoor enclosure
- 4G Cellular Modem
- Fast, dependable, solid state Linux operating system

JOBSITE SERVICES

Pre-Installation Site Survey
- On-site technical walk through
- Insured, qualified installers and reliable service
- Determination of best camera placement for optimal coverage
- Report on jobite specifics and camera installation requirements
- Nationwide coverage in every major city across the US
- Flexible hours to work around your schedule

Certified Installation Services - Solar
- Authorized, guaranteed expert installation of your camera system
- Insured, qualified technicians and reliable service
- Pre-installation consultation with EarthCam engineers
- Tailored engineering support during the logistical installation process
- Nationwide coverage in every major city across the US
- Flexible hours to work around your schedule
- Customer to provide all necessary required lifts, ladders, scaffolding, etc. to safely access the mounting location of the System during installation and service calls
- Travel, transportation and overnight accommodations additional if your camera system is located in a remote area where service by an authorized EarthCam technician is not available.

MANAGED SERVICES

Live Video Hosting and Robotic Software Service
- Live simultaneous video streams at full frame
- One archived image every hour
- User-controllable Pan/Tilt/Zoom movements with multiple preset compositions
- Daily auto-generated multi-layer 360° panoramas
- 2 Megapixel (1,920 x 1,080 pixels) images
- Live and archived time, date and weather information
- Share image Tool for saving, printing, emailing and posting to Hall of Fame
- Marketing Section for posting and sharing camera images with notes
- Website and social media integration
- Timeline navigation system for selecting specific images and times
- Time-lapse feature with optional time data overlay for instant time-lapse viewing, downloading and embedding
- System monitoring and data management
- Mobile device support
Control Center 8 – Software Support and Archiving Service

13.5 Megapixel
- One archived image every 15 minutes
- Live streaming video preview
- Digital Pan/Tile/Zoom within captured image
- 13.5 Megapixel (4,498 x 3,000 pixels) images
- Take instant snapshot anytime
- Monthly 24 Megapixel image delivery
- Timeline navigation system for selecting specific images and times
- Time-lapse feature with optional time date overlay for instant time-lapse viewing, downloading and embedding
- Live and archived time, date and weather information
- Share Image Tool for saving, printing, emailing and posting to Hall of Fame
- Marketing Section for posting and sharing camera images with notes
- Website and social media integration
- Image mark-up and comparison tools
- System monitoring and data management
- Mobile device support

Bandwidth - 4G Wireless Data Service - 30GB
- High-speed cellular bandwidth connection
- Password-protected security
- Data Management Tools showing archived and current system status of wireless device connectivity and location

Bandwidth - 4G Wireless Data Service - 5GB
- High-speed cellular bandwidth connection
- Password-protected security
- Data Management Tools showing archived and current system status of wireless device connectivity and location

EarthCam Consulting Services
- Single source management for the entire process
- Expert advice by trained engineers
- Custom camera design-build solutions

EarthCam University
- Join our complimentary weekly classes
- Learn useful techniques to monitor and manage your projects effortlessly with Control Center 8
- Receive unlimited training from our dedicated staff
- Providing customized training based on your business needs

MARKETING & PROMOTION PACKAGE

Website Development and MP Image Integration
- Individually designed, custom embed code or standalone web page
- Expert customization to increase organic traffic and search engine rankings
- Over 50 templates
- Integration of multiple company logos and project renderings
- Interactive image calendar and digital camera controller
- Full screen mode
- Image sharing (Post to Facebook and Twitter, email and save)
- Social Media Integration
- Live and archived time, date and weather information
- Up-to-date streaming time-lapse movie
- Mobile device detection and display

Hand Edited Time-Lapse Movie
- Professionally edited time-lapse created through hand-picked image selection
- Image stabilization and color enhancement utilized in editing
- Multiple distribution formats available

Your Account Manager: Kelly Sferlazza
ksferlazza@earthcam.com

1-800-EARTHCAM
4 of 5

660 East Crescent Avenue, Upper Saddle River, NJ 07458
201-468-1111 ext. 1030
**CUSTOMER BENEFITS**

EarthCam's Full Service Support
With EarthCam's zero-cost maintenance guarantee, enjoy the freedom of unlimited customer support, proactive remote management and many more valuable services over the life of your camera system. Benefits include:

- Continuous system monitoring with machine to machine self-healing technology
- Lifetime camera warranty for active software subscribers
- 24/7 full service technical support
- Unlimited customer support
- Automatic online software upgrades
- Quality control by our professional engineers and technicians
- EarthCam University weekly customized training classes
- Complete image archives at the end of project

### $0 Maintenance

#### AVAILABLE SHIPPING METHODS

<table>
<thead>
<tr>
<th>Method</th>
<th>Price</th>
<th>Total Delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>FedEx First Overnight</td>
<td>$8,318.12</td>
<td>$71,273.85</td>
</tr>
<tr>
<td>FedEx Priority Overnight</td>
<td>$7,612.65</td>
<td>$70,566.38</td>
</tr>
<tr>
<td>FedEx Standard Overnight</td>
<td>$7,385.70</td>
<td>$70,341.43</td>
</tr>
<tr>
<td>FedEx 2-Day</td>
<td>$5,620.56</td>
<td>$68,576.29</td>
</tr>
<tr>
<td>FedEx Express Saver</td>
<td>$4,260.15</td>
<td>$67,215.88</td>
</tr>
<tr>
<td>FedEx Ground</td>
<td>$1,450.50</td>
<td>$64,406.23</td>
</tr>
</tbody>
</table>

Your Account Manager: **Kelly Sferlazza (201) 488-1111**

Proposals created by **Eli Bennett**

*Date Generated: 06/2016. This proposal is confidential and valid for 15 days. All prices are quoted in US Dollars. While EarthCam, Inc. will endeavor to meet the customer's desired delivery date, no shipment date can be scheduled until after order is accepted by EarthCam, Inc. Payment in full must precede acceptance, which may be made by cash, cleared check, Fed wire, ACH or major credit card. All sales are final. All orders and services are subject to force majeure. All services shall automatically renew for successive one (1) month periods and continue until customer shall provide thirty (30) days written notice of termination to EarthCam, Inc. Any and all liability arising out of products or services included in this proposal, however of whatsoever arising, shall not, under any and all circumstances, exceed the actual payments received by EarthCam, Inc. in connection therewith or one month's service fee, whichever is less. In no event shall EarthCam, Inc. be liable for any special, incidental or consequential damages. Lifetime camera warranty for active software subscribers. Additional parts covered under standard 1-year manufacturer warranty.

**CLICK HERE to complete this purchase.**

Copyright 2016 EarthCam, Inc.
EXHIBIT B
CONTRACTOR FEE SCHEDULE

1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement at a lump sum amount. The lump sum amount includes camera and related equipment, installation and delivery fees, and camera support services, as described in Exhibit A.

2.0 A budgetary amount not to exceed sixty-four thousand four hundred six dollars and twenty-three cents ($64,406.23) (which amount applies to Contractor's fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT “B”

SCOPE OF WORK AND ASSOCIATED COSTS
Phuong Watson  
Water Replenishment District  
4040 Paramount Blvd  
Lakewood, CA 90712

Ship to: Phuong L. Watson, P.E.  
Water Replenishment District  
4320 San Gabriel Parkway  
Pico Rivera, CA 90660  
562-275-4246  
pwatson@wrd.org

MANAGED SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.5 Megapixel Hosting and Software Service</td>
<td>1</td>
<td>$625/month</td>
<td>$6977.74</td>
</tr>
<tr>
<td>(Archive every 15 minutes)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Live Video Hosting and Robotic Software Service</td>
<td>1</td>
<td>$495/month</td>
<td>$5526.37</td>
</tr>
<tr>
<td>(Archive every hour with panorama support)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bandwidth - 4G Wireless Data Service - 30GB</td>
<td>1</td>
<td>$250/month</td>
<td>$2791.10</td>
</tr>
<tr>
<td>Bandwidth - 4G Wireless Data Service</td>
<td>1</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Multi-layer Panorama - Monthly</td>
<td>1</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Total: $15,295.21

Project: Water Replenishment District of SoCal
Servers: Camera 1 and Camera 2
Duration: 07/27/18 - 12/31/18 $7,075.21
Duration: 01/01/19 - 06/30/19 $8,220.00 Billed monthly ($1,370)
What's Included

MANAGED SERVICES

Control Center 8
Empower users with feature-rich software that improves productivity - anytime on any device.

• Responsive HTML5 Design for Cross-Platform Access
• LIVE Streaming Video and HD Archives
• Instant Live Snapshot and Video Recording
• Project Dashboard for Viewing Multiple Cameras
• Data Dashboard for Checking System Performance
• Email, Save and Share Images at Any Time
• Photo Filters and Graphical Markup Tools
• Social Media Integration and Marketing Tools
• Project Management Integration
• Control Center 8 Mobile Application

Live Video Hosting and Robotic Software Service
• Live simultaneous video streams at full frame
• One archived image every hour
• User-controllable Pan/Tilt/Zoom movements with multiple preset compositions
• Daily auto-generated 360° panoramas
• 2 Megapixel (1,920 x 1,080 pixels) images
• Live and archived time, date and weather information
• Share Image Tool for saving, printing, emailing and posting to Hall of Fame
• Marketing Section for posting and sharing camera images with notes
• Website and social media integration
• Timeline navigation system for selecting specific images and times
• Time-lapse feature with optional time date overlay for instant time-lapse viewing, downloading and embedding
• System monitoring and data management
• Mobile device support

13.5 Megapixel Hosting and Software Service
• One archived image every 15 minutes
• Live streaming video preview
• Digital Pan/Tilt/Zoom within captured image
• 13.5 Megapixel (4,496 x 3,000 pixels) images
• Take instant snapshots anytime
• Monthly 24 Megapixel image delivery
• Timeline navigation system for selecting specific images and times
• Time-lapse feature with optional time date overlay for instant time-lapse viewing, downloading and embedding
• Live and archived time, date and weather information
• Share Image Tool for saving, printing, emailing and posting to Hall of Fame
• Marketing Section for posting and sharing camera images with notes
• Website and social media integration
• Image mark-up and comparison tools
• System monitoring and data management
• Mobile device support
What's Included

Bandwidth - 4G Wireless Data Service - 30GB
- High-speed cellular bandwidth connection
- Password-protected security
- Data Management Tools showing archived and current system status of wireless device connectivity and location

Multi-layer Panorama - Monthly
- Monthly auto-generated 360° multi-layer panoramas
- 10x larger than the daily panorama

Bandwidth - 4G Wireless Data Service
- High-speed cellular bandwidth connection
- Password-protected security
- Data Management Tools showing archived and current system status of wireless device connectivity and location

CUSTOMER BENEFITS

EarthCam's Full Service Support
With EarthCam's zero-cost maintenance guarantee, enjoy the freedom of unlimited customer support, proactive remote management and many more valuable services over the life of your camera system. Benefits include:
- Continuous system monitoring with machine to machine self-healing technology
- Lifetime camera warranty for active software subscribers
- 24/7 full service technical support
- Unlimited customer support
- Automatic online software upgrades
- Quality control by our professional engineers and technicians
- EarthCam University weekly customized training classes
- Complete image archives at the end of project

$0 Maintenance*

Your Account Manager:
Eli Bergman (201) 488-1111

Proposal created by Michael Dunphy

*Date Generated: 10/01/18. This proposal is confidential and valid for 15 days. All prices are quoted in US Dollars. While EarthCam, Inc. will endeavor to meet the customer's desired delivery date, no shipment date can be scheduled until after order is accepted by EarthCam, Inc. Payment in full must precede acceptance, which may be made by cash, cleared check, Fed wire, ACH or major credit card. All sales are final. All orders and services are subject to force majeure. All services shall automatically renew for successive one (1) month periods and continue until customer shall provide thirty (30) days written notice of termination to EarthCam, Inc. Any and all liability arising out of products or services included in this proposal, however or whenever arising, shall not, under any and all circumstances, exceed the actual payments received by EarthCam, Inc. in connection therewith or one month's service fee, whichever is less. In no event shall EarthCam, Inc. be liable for any special, incidental or consequential damages. Lifetime camera warranty for active software subscribers. Additional parts covered under standard 1 year manufacturer warranty.

Your Account Manager: Eli Bergman
eli@earthcam.com

1-800-EARTHCAM  650 East Crescent Avenue, Upper Saddle River, NJ 07458
201-488-1111 ext. 1330

Packet Page 29 of 159
EXHIBIT “B”

SCOPE OF WORK AND FEE SCHEDULE

The total cost of services shall not exceed Four Thousand One Hundred Ten Dollars ($4,110) and shall include the following:

- Monthly services on an as-needed basis shall include the following for the ARC construction site:

<table>
<thead>
<tr>
<th>Camera No.</th>
<th>Service</th>
<th>Monthly Lump Sum Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Replenishment District of SoCal / Camera 1</td>
<td>Live Video Hosting and Robotic Software Service</td>
<td>$495.00</td>
</tr>
<tr>
<td></td>
<td>Bandwidth - 4G Wireless Data Service - 30GB</td>
<td>$250.00</td>
</tr>
<tr>
<td>Water Replenishment District of SoCal / Camera 2</td>
<td>Ultra 4K Hosting and Software Service</td>
<td>$625.00</td>
</tr>
<tr>
<td></td>
<td>Bandwidth - 4G Wireless Data Service</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

| MAXIMUM MONTHLY TOTAL: | $1,370.00 |

- Monthly services described herein shall commence on July 1, 2019 and shall be terminated upon notification from the District.
- The District shall be invoiced monthly and each monthly invoice shall not exceed One Thousand Three Hundred Seventy Dollars ($1,370).
- Except as otherwise expressly set forth in this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect between the Parties.
Phuong Watson  
Water Replenishment District  
4040 Paramount Blvd  
Lakewood, CA 90712  

562-275-4246  
pwatson@wrd.org  

MANAGED SERVICES  

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
</table>
| Ultra 4K Hosting and Software Service  
(Archive every 15 minutes) | 1 | $625 | $1875 |
| Live Video Hosting and Robotic Software Service  
(Archive every hour with panorama support) | 1 | $495 | $1485 |
| Bandwidth - 4G Wireless Data Service - 30GB | 1 | $250 | $750 |
| Bandwidth - 4G Wireless Data Service - 5GB | 1 | $0 | $0 |

Total: $4,110

Notes

Paid from 04/01/19 - 07/01/19
What’s Included

MANAGED SERVICES

Control Center 8
Empower users with feature-rich software that improves productivity - anytime on any device.

Live Video Hosting and Robotic Software Service
- Live simultaneous video streams at full frame
- One archived image every hour
- User-controllable Pan/Tilt/Zoom movements with multiple preset compositions
- Daily auto-generated 360° panoramas
- 2 Megapixel (1,920 x 1,080 pixels) images
- Live and archived time, date and weather information
- Share Image Tool for saving, printing, emailing and posting to Hall of Fame
- Marketing Section for posting and sharing camera images with notes
- Website and social media integration
- Timeline navigation system for selecting specific images and times
- Time-lapse feature with optional time date overlay for instant time-lapse viewing, downloading and embedding
- System monitoring and data management
- Mobile device support

Ultra 4K Hosting and Software Service
- One archived image every 15 minutes
- Live streaming video preview
- Digital Pan/Tilt/Zoom within captured image
- 13.5 Megapixel (4,496 x 3,000 pixels) images
- Take instant snapshots anytime
- Monthly 24 Megapixel image delivery
- Timeline navigation system for selecting specific images and times
- Time-lapse feature with optional time date overlay for instant time-lapse viewing, downloading and embedding
- Live and archived time, date and weather information
- Share Image Tool for saving, printing, emailing and posting to Hall of Fame
- Marketing Section for posting and sharing camera images with notes
- Website and social media integration
- Image mark-up and comparison tools
- System monitoring and data management
- Mobile device support

Bandwidth - 4G Wireless Data Service - 30GB
- High-speed cellular bandwidth connection
- Password-protected security
- Data Management Tools showing archived and current system status of wireless device connectivity and location
**Bandwidth - 4G Wireless Data Service - 5GB**

- High-speed cellular bandwidth connection
- Password-protected security
- Data Management Tools showing archived and current system status of wireless device connectivity and location

**CUSTOMER BENEFITS**

**EarthCam's Full Service Support**

With EarthCam’s zero-cost maintenance guarantee, enjoy the freedom of unlimited customer support, proactive remote management and many more valuable services over the life of your camera system. Benefits include:

- Continuous system monitoring with machine to machine self-healing technology
- Lifetime camera warranty for active software subscribers
- 24/7 full service technical support
- Unlimited customer support
- Automatic online software upgrades
- Quality control by our professional engineers and technicians
- EarthCam University weekly customized training classes
- Complete image archives at the end of project

**Maintenance** *

$0

Your Account Manager:  
**Eli Bergman (201) 488-1111**

Proposal created by **Catherine Redondo**

---

*Date Generated: 03/20/19. This proposal is confidential and valid for 15 days. All prices are quoted in US Dollars. While EarthCam, Inc. will endeavor to meet the customer's desired delivery date, no shipment date can be scheduled until after order is accepted by EarthCam, Inc. Payment in full must precede acceptance, which may be made by cash, cleared check, Fed wire, ACH or major credit card. All sales are final. All orders and services are subject to force majeure. All services shall automatically renew for successive one (1) month periods and continue until customer shall provide thirty (30) days written notice of termination to EarthCam, Inc. Any and all liability arising out of products or services included in this proposal, however or whenever arising, shall not, under any and all circumstances, exceed the actual payments received by EarthCam, Inc. in connection therewith or one month's service fee, whichever is less. In no event shall EarthCam, Inc. be liable for any special, incidental or consequential damages. Lifetime camera warranty for active software subscribers. Additional parts covered under standard 1 year manufacturer warranty.*
MEMORANDUM
ITEM NO. 4

DATE: APRIL 11, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: TIME EXTENSION FOR MULTIVISTA FOR CONSTRUCTION PHOTO DOCUMENTATION FOR THE ALBERT ROBLES CENTER (ARC) PROJECT

SUMMARY
On January 19, 2017, the Board of Directors awarded a contract to Angelview LLC dba Multivista in the amount of $67,385 to provide specialized photo documentation services to capture the detailed progression of construction at crucial intervals from non-fixed locations for a period of 22 months (i.e. January 1, 2017 through October 31, 2018) for the Albert Robles Center (ARC) project in the City of Pico Rivera, California. The term of the contract expired on December 31, 2018.

On November 7, 2018, the WRD Board of Directors executed Contract Amendment No. 1 with Multivista to continue construction photo documentation services on an as-needed monthly basis through June 30, 2019 and increase the budget by an amount of $15,150, plus a 10% contingency of $1,515, for a total cost not to exceed $16,665. The scope of services included monthly exterior progressions and completion of all on-site buildings and monthly aerial photographs of the site.

Since the construction schedule is expected to extend beyond initially anticipated, WRD would like to amend the Multivista contract by extending the term through December 31, 2019.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve execution of Amendment No. 2 to Contract No. 912, subject to approval of form by District Counsel, with Multivista to extend the contract term through December 31, 2019.
AMENDMENT NO. 2 TO CONTRACT NO. 912
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
ANGELVIEW LLC DBA MULTIVISTA

This Amendment No. 2 to Contract No. 912 (“Amendment No. 1”), is made and entered into this 18th day of April 2019 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Angelview LLC dba Multivista, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, on January 19, 2017, a certain agreement, hereinafter referred to as Contract No. 912 (“Agreement”), was executed between the District and Consultant for the Consultant to provide specialized photo documentation services to capture the detailed progression of construction at crucial intervals from non-fixed locations for the Groundwater Reliability Improvement Project (GRIP), which is now known as the Albert Robles Center (ARC); and

B. WHEREAS, on November 7, 2018, the District and Consultant entered into Amendment No. 1 to the Agreement in order to continue specialized photo documentation services on a monthly as-needed basis, including aerial photographs and exterior progressions/completion of buildings, landscaping, and the river model water feature; and

C. WHEREAS, the District and Consultant desire to enter into this Amendment No. 2 to the Agreement in order to extend the term through December 31, 2019 and increase the budgetary amount by utilizing Board-approved contingency funds to continue specialized photo documentation services for the ARC construction project on a monthly as-needed basis, as set forth below.

II. AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid 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. **Term of Agreement:** The term of the Agreement shall be extended to December 31, 2019 (the “Expiration Date”).
2. **Fee:** The existing budgetary amount shall be increased by an amount not to exceed Four Thousand Two Hundred Seventy-Five Dollars ($4,275).

3. **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.

4. **Remaining Portion of the Agreement:** Except as otherwise expressly set forth in this Amendment No. 2, 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. 2 to the Agreement to be executed as of the Effective Date.

**ANGELVIEW LLC DBA MULTIVISTA ("CONSULTANT")**

---

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

---

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

---

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

AMENDMENT NO. 1 AND CONTRACT NO. 912
AMENDMENT NO. 1 TO CONTRACT NO. 912
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
ANGELVIEW LLC DBA MULTIVISTA

This Amendment No. 1 to Contract No. 912 ("Amendment No. 1"), is made and entered into this 7th day of November 2018 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Angelview LLC dba Multivista, (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I.
RECITALS

A. WHEREAS, On January 19, 2017, a certain agreement, hereinafter referred to as Contract No. 912 ("Agreement"), was executed between the District and Consultant for the Consultant to provide specialized photo documentation services to capture the detailed progression of construction at crucial intervals from non-fixed locations for the Groundwater Reliability Improvement Project (GRIP), which is now known as the Albert Robles Center (ARC); and

B. WHEREAS, District and Consultant desire to enter into this Amendment No. 1 to the Agreement in order to continue specialized photo documentation services on a monthly as-needed basis, including aerial photographs and exterior progressions/completion of buildings, landscaping, and the river model water feature, as set forth below.

II.
AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid 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. Term of Agreement: The term of the Agreement shall be extended to June 30, 2019 (the "Expiration Date").

2. Fee: The existing budgetary amount shall be increased by an amount not to exceed fifteen thousand one hundred fifty dollars ($15,150).

3. 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.
4. Remaining Portion of the Agreement: Except as otherwise expressly set forth in this Amendment No. 1, all other provision of the Agreement shall remain in full force and effect between the Parties.

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

ANGELVIEW LLC DBA MULTIVISTA ("CONSULTANT")

[Signature]
Michael Walmsley
Print Name
Senior Regional Partner
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

[Signature]
Vera Robles DeWitt
Print Name
Secretary, Board of Directors
Title

Approved As To Form
LEAL, TREJO APC

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

CONTRACT NO. 912
This Professional Services Agreement (the “Agreement”) is made and entered into this 19th day of January, 2017, by and between the Water Replenishment District of Southern California (“District”) and LA Const. Photo Doc., Inc. dba Multivista, (“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 January 19, 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 of such termination. Consultant understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

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

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

3.1 Fee. Consultant shall be paid in accordance with the fees and Consultant Rate Schedule attached to this Agreement as Exhibit A which may not be changed except with District’s written approval. A budgetary amount not to exceed sixty-seven thousand three hundred eighty five dollars ($67,385) (which amount applies to Consultant’s fee and expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.

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

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

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

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

5. Ownership and Use of Documents. All proprietary information developed by Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, 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 Consultant 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 Consultant 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 Consultant 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 Consultant of District.

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

9. Instructions to Consultant. In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following persons on behalf of the District: Ken Ortega, Jim McDavid, and/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 policies except workers' compensation and professional liability, shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents authorized volunteers and representatives. The coverage shall contain no special limitations on the scope of protection afforded the District, its directors, officers, employees, or authorized volunteers.

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

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

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

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

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

12.2.7 Liability insurance shall indemnify the Consultant and his/her sub-Consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant his/her sub-Consultants 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 Consultants (sub-Consultants) as part of the work covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-Consultant meets the minimum insurance requirements specified above. Failure to continually satisfy the Insurance requirements is a material breach of contract.

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

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

14. Arbitration and Attorneys’ Fees. Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.
15. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Consultant shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

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

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

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

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

If to the District:

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

If to Consultant:

**Attn: Heather Theye**
**Multivista**
4132 Del Rey Ave.
Marina Del Rey, CA 90292
Phone: (310) 306-6578
Email: h.theye@multivista.com
20. **Amendments.** This Agreement may be modified only by a writing signed by the Parties hereto.

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

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

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]
Robb Whitaker
Print Name
General Manager
Title

LA CONST. PHOTO DOC., INC. DBA MULTIVISTA ("CONSULTANT")

[Signature]
Derek Rinella
Print Name
Principal Operator
Title

Approved As To Form
LEAL • TREJO APC

[Signature]
Leaf • Trejo APC
Attorneys for the Water Replenishment District of Southern California
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

LA CONST. PHOTO DOC., INC. DBA MULTIVISTA ("CONSULTANT")

[Signature]

Derek Rinella
Print Name
Principal Operator
Title

Approved As To Form
LEAL • TREJO APC

Leaf • Trejo APC
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California

LA Const. Photo Doc., Inc. dba Multivista Professional Services Agreement
EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE
LA CONST. PHOTO DOC., INC. dba Multivista
4132 Del Rey Ave., Marina Del Rey, CA 90292
(310) 306-6578
www.multivista.com

PROJECT QUOTE & AGREEMENT

CLIENT
Name: Water Replenishment District Socal
Address: 4040 Paramount Blvd.
         Lakewood, CA 90712

PROJECT
Name: GRIP
Description: 3 Buildings and Site
Location: 4320 San Gabriel Pkwy.
          Pico Rivera, CA
Size (SQFT): 82,000

LA CONST. PHOTO DOC., INC. ("MULTIVISTA") is pleased to provide Water Replenishment District Socal ("CLIENT") with Multivista documentation services for the GRIP Project in accordance with the Scope and Terms listed in this document and in the accompanying RIDER: Multivista Project Quote Terms and Conditions.

CLIENT - BILLING / INVOICING CONTACT
Name: 
Company: 
Address: 
T: 
F: 
E: 

CLIENT - SITE / FIELD CONTACT
Name: 
Company: 
Address: 
T: 
F: 
E: 

www.multivista.com
PHOTOGRAPHIC DOCUMENTATION

For complete definitions of all shoot types and scope, please see attached Rider.

PROGRESSIONS

Progression shoots occur at regular intervals, following the same shoot path each time, to capture the progress of your project over time.

- **Exterior**
  - Exterior Progressions capture the exterior progress of your building.
  - Max # of Shoots: Twenty Two
  - Frequency: Monthly
  - See Exhibit A for Notes

- **Interior**
  - Interior Progressions capture the interior progress of your project.
  - Shoots begin at substantial interior framing for each floor, section or area.
  - Max # of Shoots:
  - Frequency:
  - See Exhibit A for Notes

EXACT-BUILT SHOOTS

Exact-Built shoots are designed to capture specific milestones of your projects in great detail.

- **Site-Survey**
  - Comprehensive documentation of surrounding streets, curbs, sidewalks, landscaping, parking areas, existing structures and neighboring facilities.
  - See Exhibit A for Notes

- **Pre-Slab**
  - Capture post tension cables, rough-ins and re-bar prior to pouring.
  - See Exhibit A for Notes

- **Roof**
  - Capturing the roof as waterproofing is installed
  - See Exhibit A for Notes

- **MEP**
  - Mechanical, electrical, plumbing (MEP) and all other systems in walls and ceilings are documented post-inspection and pre-insulation, sheet rock or dry wall installation.
  - See Exhibit A for Notes

- **Elevation**
  - Exterior skin, flashing, waterproofing captured in detail from grade level.
  - See Exhibit A for Notes

- **Finished Interior**
  - At Certificate of Occupancy or other "finished" milestone, all walls, ceilings and floors in their post-inspection, completed condition are documented.
  - See Exhibit A for Notes

GRIP – Rev 6

www.multivista.com

1/5/2017
MULTIVISTA VIDEO

MULTIVISTA VIDEO SHOOTS

Hours scheduled on-site:
1. 
2. 
3. 

Number of videographers:
4. 

Applications & Examples:
- Facility Management: Operations & Maintenance
- Training: Safety
- Construction: Wall Tilt-Up
- Inspections: HVAC / MEP / Inspection
- Events: Groundbreaking

@$/Hour/Videographer:

---

MULTIVISTA WEBCAM

CAMERA 1.
- Fixed
- DSL / Cable
- Wired (Within 300')
- Connections/Mounting Multivista
- Connections/Mounting Client

- Pan Tilt Zoom
- Cellular
- Wireless (2500' line of sight)

CAMERA 2.
- Fixed
- DSL / Cable
- Wired (Within 300')
- Connections/Mounting Multivista
- Connections/Mounting Client

- Pan Tilt Zoom
- Cellular
- Wireless (2500' line of sight)

MULTIVISTA'S COMPLETE WEBCAM SOLUTION INCLUDES:

- Access 24/7/365
- Mobile Access
- Live Streaming
- HI-DEF Imagery
- Time Lapse Photo & Video Generator
- Hosting for Unlimited Users

- Easy Access.
- Intuitive Control.
- Onsite Camera Setup & Integration.
- Camera System Monitoring.
- Secure Hosting of Webcam Footage.

*Live streams not archived, only static captures.

---

GRIP – Rev 6

www.multivista.com

Packet Page 56 of 150
Pricing below applies to quantities and descriptions above in Photographic Documentation section as well as in Exhibit A.

INDIVIDUAL SCOPE ITEMS

Option A – Exterior and Site Progressions, monthly for 22 months  Price - $ 7,150 

Option B – Site In-Ground Utility Progressions, twice monthly for 13 months  Price - $ 8,450 

Option C – Roof waterproofing Exact-built Operations and Learning Center, four separate visits to site including, base roof, waterproofing, living roof systems and final conditions (visits to be scheduled by client or assign).  Price - $ 3,500 

Option D – MEP Exact-built documentation of in wall and ceilings before cover. Operations and Learning Center, Process Building, Chemical Storage Area. Multiple visits to site will be required to follow the standard phased construction.  Price - $ 7,350 

Option E – Pre-Slab, slab on grade, Operations and Learning Center, Process Building and Chemical Storage Area. Site visits will be conducted as often as necessary.  Price - $ 3,525 

Option F – Aerial Photographs, monthly for 17 months (pricing to be revisited with Multivista UAS drone program release)  Price - $17,000 

Option G – Pre-Slab, Level 2 Operations and Learning Center, Process Building. Site visits will be conducted as often as necessary  Price - $ 3,225 

Option H – MEP Finished Condition Exact-built documentation Operations and Learning Center, Process Chemical Storage Buildings, capturing all the exposed piping, services and equipment. Multiple visits to site will be required to follow the standard phased construction.  Price - $ 8,685 

Option I – Roof waterproofing Exact-built Process Building & Chemical Storage Area three separate visits to site including, base roof, waterproofing, and final conditions with solar panels (visits to be scheduled by client or assign) .  Price - $ 2,625 

Option J – Pre-Slab of Roof Slab and Tank Walls on the Equalization Tank. Multiple visits to site will be required to follow the standard phased construction.  Price - $ 5,875
Option K – Complete photographic construction documentation of the facilities quoted herein, as well as all ancillary site facilities, including but not limited to electrical facilities, transformers, brine, disposal facilities, pumps and tanks, landscaping, parking, water features, amphitheater, pedestrian areas, etc. with an easy-to-use online software that will be accessible through the Multivista website for a minimum of two years. At project completion there will be a functioning archive provided that can be stored on the clients local servers or computers. Additional online hosting of the project beyond two years may require a nominal fee. The Multivista platform allows for access during the build and after for Facilities who have to maintain the facility allowing for access from any point and any time from any web enabled device. We also offer a native Multivista APP that we will help in terms of work flow and great collaboration and cost controls.

Pricing below is inclusive of all services comprising the scope of the Project Quote.

<table>
<thead>
<tr>
<th>DOCUMENTATION PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Photographic:</td>
<td>$67,385</td>
</tr>
<tr>
<td>Video:</td>
<td></td>
</tr>
<tr>
<td>Webcam</td>
<td></td>
</tr>
<tr>
<td>Documentation Price:</td>
<td>$67,385</td>
</tr>
<tr>
<td>Sales Tax (Webcam Equip):</td>
<td>$67,385</td>
</tr>
<tr>
<td>Travel:</td>
<td></td>
</tr>
<tr>
<td>Reimbursable Expenses:</td>
<td>$67,385</td>
</tr>
<tr>
<td>Total Price:</td>
<td>$67,385</td>
</tr>
</tbody>
</table>

The Price will be invoiced as follows:
Setup Fee $23,605 + (Monthly Invoice $4,990 x 22 Months) $6,753 $2,756
Multivista Initial Here Multivista Initial Here

ACCEPTANCE

Multivista will perform all work per the agreed upon scope of services and their Terms and Conditions, contained herein and in the accompanying RIDER to this Project Quote and Agreement. Upon acceptance of this Project Quote and the accompanying RIDER, Multivista will diligently pursue its work until the completion of this project, consistent with the above-referenced scope of services. Your acceptance of this Project Quote constitutes your authorization and direction to Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Project Quote at any time before acceptance of the Project Quote and all terms and conditions contained herein and in the accompanying RIDER or if work has not commenced within ninety (90) days of acceptance.

The foregoing Project Quote is accepted by:

LA CONST. PHOTO DOC., INC. a MULTIVISTA FRANCHISE

Sign: Michael Walmsley
Print: 1/5/2017
Date:

Water Replenishment District SoCal

Sign: 
Print: 
Date:

www.multivista.com
EXHIBIT A

Exterior Progressions

Documenting the site and exterior of buildings.

Interior Progressions

Site Survey

MEP

Pre-Slab

Elevation

Roof

Finished Interior

Additional Notes
RIDER to Multivista Project Quote and Agreement

Multivista Project Quote Terms and Conditions

APPLICATION
As used herein, “Multivista” refers to the authorized provider of the Multivista brand services and products identified in the accompanying Agreement.

DEFINITIONS AND SERVICE DESCRIPTIONS
This Section defines the full range of documentation services available from Multivista.
Any services described below that are not expressly included in the Scope of Services denoted in the accompanying Project Quote and Agreement, which together with this rider shall be collectively referred to herein as the “Agreement”, are NOT included in the Agreement. The following definitions and descriptions are provided only as a reference for the Client, and in no way expand or limit the agreed upon Scope of Services expressly set forth in the Agreement. Additional services may be added by written agreement by and between the parties.

1.0 PHOTOGRAPHIC DOCUMENTATION
All Multivista Photographic Documentation described below includes photography services to be performed by Multivista Certified Photographer(s). The digital images produced for the contracted photo sets will be linked to the Project’s actual construction drawings and indexed by time and location, creating interactive records via Multivista’s proprietary software system, the Multivista Documentation Software (“MDS”). The MDS will be accessible to authorized Client users via a secure online interface.

1.1 PHOTOGRAPHIC DOCUMENTATION SERVICES:
The following services are included at no additional charge with all Scopes that have a Photographic Documentation component:

- Pre-documentation consultation(s) with the Client identifying Project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets. If, based on these consultations, it is determined that the Scope of Services should be increased or decreased, a revised quote (Agreement) or addendum will be executed, with a revised fee, prior to documentation commencement.
- Baseline schedule analysis in order to evaluate and estimate appropriate Multivista photo set intervals and durations.
- Determination of optimal photograph locations/perspectives (“hotspots”) based on the site plans and building floor plans provided by the Client or his agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones.
- A highly representative number of digital photographs at such intervals and for such durations, and at the specified milestones, as requested by the Client and set forth in the accompanying Agreement.
- Linking each Multivista photo set to the appropriate location on the site plans and/or floor plans of the Client.
- Online hosting of the documentation on the Multivista website for the construction period covered by the documentation, and ____ months thereafter.
- While hosted by Multivista, access to the documentation will be available through the password-protected online interface of the MDS via any internet connection.
- Access to the documentation via the MDS through:
  - The full (desktop) Multivista website.
  - The mobile Multivista website, which automatically recognizes mobile web-browsers and displays content in a format optimized for mobile devices. Availability and operation of features and functionality may vary from the full Multivista website. The mobile website is supported by Apple iOS, Android OS and Blackberry OS mobile devices.
  - The Multivista App, a native mobile application with an interface customized to the mobile application environment. Availability and operation of features and functionality may vary from the full Multivista website. The Mobile App is supported by Apple iOS and Android OS mobile devices, and is available for download via the Apple App Store and Google Play Store.
- A Client Dashboard, which provides the following features to authorized users upon login:
  - A summary view of recent activity for all of the Client’s projects; users can directly access the recent photos added for each project from this view
  - A map view of the physical locations of each of the Client’s projects; users can directly access each project or photo set belonging to a project from this view
  - A “favorites” view containing photos that the user tagged using the Favorites feature (described below)
  - Access to a Webcam Dashboard, which displays an overview of all of the Client's Multivista Webcams;

1 of 12

Client Initials
users can directly access each webcam project or specific webcam stream from this dashboard.

- Access to the Comment feature within the MDS, which allows authorized users to perform the following actions:
  - Add private and public comments to the Project and documentation (entire shoots and individual photos) while hosted on the Multivista website.
  - Tag comments for keyword searches.
  - Generate visual lists of all Project activity and comments.

- Access to the Annotation Mode feature within the MDS, which allows authorized users to annotate ("mark-up") photos:
  - Users can add line, arrow, box, circle and text annotations to photos.
  - Users can select the color, weight and style for each annotation.

- Access to the Push Pin and Custom Hotspot features within the MDS, which allows authorized users to pinpoint and mark specific locations on the Project site plans/floor plans and upload images and files to those locations (see below). Users can specify which other users are able to view their Push Pins.

- Access to the Files upload feature within the MDS, which allows authorized users to do the following:
  - Upload photos and other files (i.e., PDF and Microsoft Office files) to a cloud-based repository within the Project.
  - Upload and link photos and other files directly to the user’s Push Pins or Custom Hotspots on the Project site plans/floor plans; these photos/files are also stored in the Project’s cloud-based repository.
  - Specify which other users are able to view their Files.

- Access to the Albums feature within the MDS, which allows users to define and save custom photo sets from the Project photos or user-added photos. Users can specify which other users are able to view each of their Albums.

- Access to the Favorites feature in the MDS, which allows users to tag photos for inclusion in an exclusive display of the user’s “favorite” photos.

- Two archive copies of the Project’s Photographic Documentation upon completion in DVD, flash drive, hard drive, or other specified storage device format.
  - Comments present at the conclusion of the Project are preserved with the documentation in read-only format; the interactive Comment feature will not function on archive copies of the documentation provided by Multivista.
  - Push Pins and Custom Hotspots are not preserved on the site plans/floor plans Project documentation’s archive copies.
  - User-added Files are not preserved with the Project documentation’s archive copies; Files are maintained as organized by the user(s) and delivered to the Client as a separate archive upon completion.

- Albums are not preserved separately in the Project documentation’s archive copies; photos assigned to Albums are preserved and indexed according to time and location in their original photo sets.

- Favorites are not preserved separately in the Project documentation’s archive copies; photos tagged as Favorites are preserved and indexed according to time and location in their original photo sets.

1.2 SHOOT TYPES

Progression:
“Progression” photo sets are performed at pre-determined intervals throughout the duration of construction. Progression photos broadly track all aspects of construction through time.

- **Exterior Progression:** Exterior progression photographs are taken from key perspectives along site perimeters and 360 degrees around each building envelope during erection. Exterior Progressions track the construction of building elevations and all work within the immediate vicinity of the building, including some site work. Exterior Progressions are performed at predetermined, approximate intervals or phases. Exterior Progression documentation typically begins at substantial framing, and not at commencement of site work. Exterior Progressions can begin at commencement of site work for the purpose of broadly capturing site work, upon request.

- **Interior Progression:** Interior Progression photographs track interior improvements from logical perspectives during construction. Interior Progressions are designed to capture the various trades coming together to build the interior over time. Interior Progressions are performed at pre-determined, approximate intervals or phases. Interior Progression documentation typically begins at substantial interior framing or the commencement of stud-work.

**Exact-Built®:**
Exact-Built® shoots capture current conditions, creating “visual as-built” of critical milestones during construction. They offer a higher concentration of photos and perspectives than the Progression shoots and focus on aspects of particular interest or importance to the Client.

- **Site Survey Exact-Built® (Pre-Construction):** The Site Survey Exact-Built® provides complete photographic coverage of the pre-existing conditions of a project site and its adjoining and immediately surrounding areas such as streets, curbs, sidewalks, structures and neighboring facilities.

- **Foundation and Footings Exact-Built®:** The Foundation and Footings Exact-Built® provides detailed coverage of the structural elements, such as rebar and column plates, and conditions of the foundation and footings for a building prior to cover-up. A specific focus for the shoot may be designated by the Client.
MULTIVISTA PROJECT QUOTE TERMS AND CONDITIONS

- Pre-Slab Exact-Built: The Pre-Slab Exact-Built provides overlapping coverage of all roughed-in MEP, cabling systems and other structural components which will be covered up once a slab is poured or placed over them. Pre-Slab Exact-Builts are captured post-inspection, if inspection is required, and just prior to the pour or placement of the slab.

- Underground Utilities Exact-Built: The Underground Utilities Exact-Builts typically captures the conditions and locations of major tie-ins for underground utilities where they directly connect to the project site, and their junctions at the building. This shoot is performed upon completion of the tie-in or junction, prior to cover-up. Where possible and as agreed upon by the Client and Multivista, additional coverage may be included.

- Subgrade Waterproofing Exact-Built: The Subgrade Waterproofing Exact-Built captures in detail the conditions of waterproofing materials and their installation in exterior foundation walls prior to backfill.

- MEP Exact-Built: The MEP Exact-Built documents the Mechanical, Electrical, Plumbing (MEP) systems and all other systems to be contained in walls and ceilings. The shoot is performed throughout the project, as required and as possible, to capture the systems in every wall and ceiling, post-inspection and pre-insulation, sheet rock or drywall installation. The process provides a high concentration of overlapping photographs, allowing all finished systems to be viewed in great detail even after they are covered up. Note that this will not capture pre-slab, site or in-slab-on-deck systems, or any other "horizontal" MEP work.

- Hydronic Heating Exact-Built: The Hydronic Heating Exact-Built captures the installed hydronic heating system and surrounding conditions in a building prior to cover-up.

- Elevation Exact-Built: Designed for specific needs to increase the concentration of photographs and allow greater zoom capability and resolution on aesthetic, EIFS or architectural detailing; the nature of these shots can vary widely. Examples include window-flashing details or window-system details for glass-intensive buildings, rainscreen steel work (i.e., for a rotunda), EIFS system assemblies and cores or "lobbies" of exterior load-bearing buildings.

- Roof Exact-Built: The Roof Exact-Built provides detailed photographic coverage of the installed materials and conditions of a building's roof at a specific construction milestone designated by the Client. Typically, this shoot occurs prior to the installation of the roof's outer layer.

- Finished Interior Exact-Built: The Finished Interior Exact-Built comprehensively documents the post-inspection conditions of all finished interior walls, ceilings and floors at Certificate of Occupancy or other "finished" milestone, as the Client designates.

- Existing Condition Exact-Built: The Existing Condition Exact-Built is an exhaustive sweep of a project designed to capture every detail in its current condition before any further work commences. This shoot is often performed prior to major renovations, repurposing or maintenance work to delineate "before" and "after" conditions. It is useful to distinguish the work of different GCS or trades, documenting the exact conditions when one party's work has ended and before another's begins. This shoot may also be known as a Bright Line Exact-Built.

Custom Shoots:
Custom shoots may be designed by the Client in collaboration with and subject to approval by Multivista to meet specific project documentation needs not covered by formal Progressions or Exact-Builts. These shoots may be specified to provide Progression-level overview coverage or Exact-Built detailed coverage.

Project Executive Summary:
A Project Executive Summary captures a broad overview of the project site limited to a maximum of 100 photographs. Project Executive Summary photographs are not linked to architectural plans in the same manner as formal Progressions and Exact-Builts; however, they will be dated, labeled and stored in the Project's Albums.

Slideshows:
Slideshows capture miscellaneous occurrences or conditions on the Project site. These conditions are often those which do not fit neatly into the building envelope interface (e.g., materials stored on-site). Slideshow photographs are not linked to architectural plans in the same manner as formal Progression and Exact-Built photographs; however, they will be dated, labeled and stored in the Project's Albums. Slideshows are captured whenever a Multivista photographer is on-site to perform an Exterior Progression shoot. If the Project's Scope does not include Exterior Progression shoots, Slideshows will be captured at Multivista's sole discretion when a photographer is on-site.

1.3 PHOTOGRAPHIC DOCUMENTATION SPECIFIC TERMS AND CONDITIONS

1. CONTINGENCY FEES: Multivista will accommodate, without charge, limited additional items that may be captured during our scheduled visits and included in the Slideshow section of our service. Additional items requested which are of significant scope, in Multivista's sole discretion, may require a change order for additional fees.

2. SERVICES: Multivista shall provide professional services in accordance with the above agreed upon Scope of Services as set forth in the accompanying Agreement. Multivista will begin a Project Set-Up only after receipt of (a) electronic plans from the architect of the Project in an acceptable format, (b) a fully executed Agreement and (c) the Set-Up Fee. Thereafter, Multivista requires at least ten (10) business days for Project Set-Up prior to the first shoot contemplated by the aforementioned Scope of Services.

3. EXACT-BUILT® PHOTO SETS: Because of the volatile nature of construction schedules, IT IS THE SOLE
RESPONSIBILITY OF THE CLIENT TO PROVIDE MULTIVISTA AT LEAST 24 HOURS NOTICE PRIOR TO THE TIME THAT AN EXACT-BUILT™ SET MUST BE PERFORMED.

To the extent look-ahead schedules are made available to Multivista, Multivista will endeavor to communicate with the Project owner's representative or superintendent regarding upcoming Exact-Built® shoots. However, Multivista will not be responsible if such Exact-Built® shoots are not performed due to lack of notice pursuant to this provision.

4. CLIENT-GENERATED PHOTOGRAPHS: Client-generated photographs may be submitted to Multivista for inclusion in the Photographic Documentation at a set interval, normally monthly or quarterly, agreed upon before the first set of client generated photographs is submitted. Acceptance by Multivista of any client-generated photographs is subject to the following conditions and any submitted photographs which do not conform to these conditions will not be incorporated into the documentation:

   a. Camera Requirements: Cameras used to take photographs must be:
      i. Set up with the correct date and time
      ii. Set up to shoot at 4 megapixels or smaller

   b. Delivery Requirements:
      i. Photographs are to be placed in sequentially ordered, dated folders. The dates recorded on the photographs must correspond to the dates on the folders which contain them.
      ii. Delivery Folder Requirements:
        1. Folders must be named according to the following convention: Folder Name (yyyy-mm-dd)

2.0 MULTIVISTA BIM INTEGRATION

All services described below for integration of Multivista Photographic Documentation into Client BIM models include integration by Multivista BIM Specialists. Integration services are quoted in the accompanying Agreement in terms of the number of floorplans and Multivista shoot types to be integrated into a BIM model.

2.1 BIM INTEGRATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include Multivista BIM Integration:

   • Pre-integration consultation with the Client and technical staff, including support documentation to describe the integration method and process. Integration is possible at the project or floorplan level.
   • Technical support and training provided by Multivista for the Client and Multivista-integrated BIM model project users. Support and training is strictly limited to Multivista-integrated components within the BIM model.
   • Hyperlink-based integration performed by Multivista BIM Specialists allows direct access to Multivista Photographic Documentation from within the Client’s BIM model without affecting model performance.
   • Custom Multivista objects inserted into the BIM Model by Multivista BIM Specialists contain hyperlinks which lead to specific Multivista photographs. The Multivista objects are positioned within the BIM model to correspond to the location and orientation of their linked photographs in the Multivista Photographic Documentation.

2. Each photograph contained in a folder must reference the folder name in the file name.

   iii. All Folders and their contents must be delivered to Multivista in DVD or flash drive format.

   iv. The DVD(s)/flash drive(s) must be shipped to:

       Multivista
       4132 Del Rey Ave.,
       Marina Del Rey, CA 90292

   c. Additional Terms:
      i. If Client is submitting photographs at a monthly interval, submissions must not exceed one hundred (100) photographs per month.
      ii. Multivista will not and is not responsible for quality-checking of client-generated photographs.
      iii. Multivista does not assume any responsibility for content captured in the submitted photographs.

5. EARLY COMPLETION AND ADDITIONAL BUIDL TIME: Exterior and Interior Progressions shoots in excess of the agreed to in the original Scope of Services (see the accompanying Agreement), if required, will be priced as needed. Additional Exact-Built® shoots will be priced individually.
functionality available to them in the photographs' native environments.

- Access to live Photographic Documentation via hyperlinks in a Multivista-integrated BIM model is controlled by the password-protected online interface for the MDS.

2.2 BIM INTEGRATION TYPES

- Autodesk® Revit® BIM Models: Multivista BIM Integration is compatible with Revit® software-based BIM Models. Multivista-integrated Revit® BIM Models provide direct hyperlink (clickable) access to corresponding photographs contained in live or archived Multivista Photographic Documentation.

- Autodesk® Navisworks® BIM Models: Multivista BIM Integration is compatible with Navisworks® software-based BIM models. Multivista-integrated Navisworks® BIM Models provide direct hyperlink (clickable) access to corresponding photographs contained in live or archived Multivista Photographic Documentation. Multivista BIM Integration for Navisworks® BIM models is also compatible with the Autodesk® BIM 360™ Glue/Field environments.

3.0 VIDEO DOCUMENTATION

All Video Documentation described below includes videography to be performed by Multivista Certified Videographer(s). Video services are quoted in the accompanying Agreement in terms of a rate per scheduled on-site hour for each videographer.

3.1 VIDEO DOCUMENTATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include a Video Documentation component:

- Production scheduling and coordination with the Client and participants in the video project.
- Pre-production estimating.
- Editing and Post-Production Services:
  - Client Branding/Watermarking
  - Segment/Chapter Creation, including Chapter Headings, Title Pages and relevant information on title pages (i.e., equipment or event specification, model numbers, dates, training module identification)
  - Video Rendering
  - Video and Audio Optimization
  - Resizing for Client-server streaming, if requested
- Travel time to and from site within metro area.
- 1920 x 1080p HD (16:9 Aspect Ratio) video format.
- A copy of each complete video in DVD, flash drive, thumb drive or hard drive format.
- If client has contracted for Digital Photographic Documentation services on the same Project, integration of video(s) into archived versions of the photographic documentation upon completion of all documentation.

3.2 VIDEO TYPES AND APPLICATIONS

The primary video types performed by Multivista include:

- Facilities Management Video: An example of a very beneficial Facilities Management video is one that captures Operations and Maintenance Training of key equipment and systems. Multivista videos will capture each trainer illustrating the operational details of your equipment and systems, including points of emphasis as well as questions, answers and dialogue that will allow you to fully recall the operational and maintenance details if and when a system problem arises in the future.

- Training Videos: At the client's option, training videos' subject matter can vary from safety to software training on remote monitoring systems. As with all Multivista productions, the high-tone video and audio will ensure that the material being taught and all Q&A, discussions and gestures do not lose their significance. Gain efficiencies by training once and adding these videos to your permanent learning library.

- Construction Videos: Some construction events require documenting because of their critical nature during performance and are too dynamic to capture with any media other than video. For example, tilt-up wall erections, assembly of pre-fabricated components into final structures and crane erections are all worthy subjects of a Multivista video production.

- Inspections: Inspections can sometimes benefit from the audio input and dynamic nature of video documentation. A video record may be a valuable addition to your digital photographic Exact-Build® when it is important to hear the inspector's comments and have them well-documented in conjunction with the visual aspects of the subject of inspection, i.e., special inspections, life-safety inspections or MEP systems. Moreover, inspection videos can double as excellent additions to your training library for superintendents and project managers.

- Events: Sometimes you may just want to capture the moment. A topping off, a ground breaking ceremony or building turnover are examples of popular topics for videos that capture history in the making.

3.3 VIDEO SPECIFIC TERMS AND CONDITIONS

1. ON-SITE HOURS: Video services are quoted in the accompanying Agreement in terms of a rate per scheduled on-site hour for each videographer. Scheduled on-site hours are estimated with the Project team in advance of the videographer arriving on site and should be based on a coordinated and detailed schedule that includes all participants for each segment of the production. If actual on-site hours are less than scheduled on-site hours, the Client will receive a credit per
hour difference at ____% of the quoted rate, subject to the following conditions:

a. If a videographer is on-site at a scheduled time, idle time will be considered actual on-site hours notwithstanding the readiness of the participants;

b. Actual on-site hours will at all times include time related to the production and its participants, including, but not limited to, coordinating participants, preparing production areas, staging, providing participant instructions for production quality, answering participant questions and actual production (i.e. videotaping);

c. Any scheduled on-site session shall be no less than ____ hours. If, after the videographer arrives on-site at a scheduled time or for a scheduled session, the scheduled session or any portion thereof is cancelled, the minimum on-site session time will be charged against the estimated scheduled on-site hours regardless of whether the actual on-site hours were less than the minimum. Cancellation of a scheduled on-site session must be given within 24 hours of that session or the minimum on-site session time may be charged against the estimated scheduled on-site hours in Multivista's sole discretion.

2. NO DISCRETIONARY EDITING: No discretionary content editing will be performed by Multivista. Multivista does not opine on the relevance of any content and, notwithstanding Chapter and segmentation per the Client's direction, at all times will the full duration of the video content be included in the deliverable. In the instance that explicitly superfluous downtime exists in a produced video, Client may approve omission of the downtime in writing to Multivista and Multivista will delete this content.

3. ONLINE HOSTING, STREAMING OR STORAGE: Multivista does not provide online hosting for, server or online storage of, or streaming of video service content at this time. If this service becomes available after a production has been created, Multivista will provide the service to the Client upon request. Additional fees may apply. Video can be rendered, optimized and resized for the Client to stream from the Client's servers at no additional cost.

4.0 WEBCAM DOCUMENTATION
All Webcam Documentation described below includes webcam equipment and hosting services to be provided by Multivista as quoted per camera in the accompanying Agreement, and in accordance with all terms and conditions defined in the Agreement and contained herein.

4.1 WEBCAM DOCUMENTATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include a Webcam Documentation component:

- Delivery of webcams as specified in the Agreement and related equipment; related equipment includes:
  - For all webcams:
    - Power Supply (Power Over Ethernet module)
    - Wall Bracket
    - Enclosure
  - For all Fixed webcams:
    - Pendant
  - For all Wireless Connection webcams:
    - Wireless component
  - For all Cellular Connection webcams:
    - Modem
    - Modem Bracket
    - Antenna
  - Additional/Optional equipment or components as expressly agreed upon by the Client and Multivista per the terms of the Agreement.

- Camera positioning and manual focus adjustment as required.

- Optimization of camera setup for available bandwidth and lighting at the Internet connection source and camera location(s).

- Configuration of pre-sets and bounds for Pan-Tilt-Zoom (PTZ) webcams.

- Web hosting via integration into the MDS per the terms of the accompanying Agreement; including:
  - Integration into existing MDS projects as appropriate.
  - Live 24/7 image stream with 1200x800 resolution.
  - Stream at fifteen (15) to six (6) frames per second via direct/wired or wireless DSL or cable connection, dependent on available on-site bandwidth.
  - Stream at speeds of six (6) frames per second to four (4) frames per minute via cellular connection, dependent on available cellular bandwidth.

Note: A higher frame-rate may be achieved as permitted by cellular bandwidth availability, but no warranty or guaranty is included.

- Stream re-broadcasting capabilities for unlimited concurrent users, under most usage conditions.

- While hosted by Multivista, access to the live stream and static images will be available through the password-protected online interface of the MDS via any internet connection.

- A publicly viewable, restricted functionality display page for the live stream feed.

- Provisions for embedding the live stream feed into the Client's website.

- Access to the Client's Webcam Documentation via the MDS through:
  - The full (desktop) Multivista website.
  - The mobile Multivista website, which automatically recognizes mobile web-browsers and displays content and controls in a format optimized for mobile devices. Availability and operation of features and functionality may vary from the full Multivista website. The mobile website is supported by Apple iOS, Android OS and Blackberry OS mobile devices.
  - The Multivista Mobile App, a native mobile application with an interface customized to the mobile
application environment. Availability and operation of features and functionality may vary from the full Multivista website. The Mobile App is supported by Apple iOS and Android OS mobile devices, and is available for download via the Apple App Store and Google Play Store.

- A Client Webcam Dashboard, which provides an overview of and centralized access each of the Client's live webcam streams, across all projects.
- A Project Webcam Dashboard within each project that includes a Webcam Documentation component, which provides quick, centralized access to all live webcam streams for projects with multiple cameras.
- Static images captured and archived at fifteen (15) minute intervals between 6:00am and 6:00pm local time (time zone in which the Project site is located).
- Time-lapse videos created once the Project has been online and actively hosted through the MDS for more than 60 days. Time-lapse videos are updated on a weekly basis and are available for viewing by all MDS users so authorized by the Client.
- Automated remote monitoring of camera functionality; notification of loss of connectivity or power via email and follow-up by network technicians in the event of camera downtime.
- Access to the Comment communication feature within the MDS which allows authorized users to perform the following actions:
  - Add private and public comments to the Project and static images while hosted on the Multivista website.
  - Tag comments for keyword searches.
  - Generate visual lists of all Project activity and comments.
- Authorized users can interact with static images captured from live webcam streams in the following ways; refer to section 1.1 Photographic Documentation for further details of these features:
  - Mark-up images using Annotation Mode
  - Add images to specific locations marked with Push Pins or Custom Hotspots on the site plans/ floor plans
  - Add images to Albums (user-defined photo sets)
- Tag Images as Favorites

4.2 WEBCAM AND CONNECTION TYPES

- Fixed Position Webcam: Fixed cameras, as the name implies, are stationary. They are manually aimed at the location of interest at the time of setup. There may be some limited zoom capability, but this is also typically set at the time of camera installation.
- Pan-Tilt-Zoom (PTZ) Webcam: Pan-Tilt-Zoom cameras have onboard servo-motors that allow the camera to pan the area of interest, tilt to different up/down orientations and zoom in/out on frames, all of which can be controlled remotely. This affords the camera a much larger field of view – typically 360° for horizontal panning and approximately 220° for vertical tiling. Optical zoom capabilities for the cameras are typically twenty (20) times magnification.

- Wired Connection (DSL/Cable): This is a direct Ethernet connection between a webcam and a DSL or Cable internet connection. Wired Ethernet provides the best performance in terms of reliability and bandwidth. If there is already internet connectivity at the Project site, it is typically a simple process for the Client to procure a second dedicated connection with a Static, Public IP Address through which to stream the live feed from a webcam.

- Wireless Connection: Wireless connections involve the addition of a 5.8GHZ wireless router to the wired connection setup. This setup is appropriate when the desired camera location is farther than one hundred (100) meters or three hundred twenty-eight (328) feet (the maximum run for wired Ethernet) from a dedicated internet connection. In this case, it is possible to use a system of wireless antennas to relay the signal from the remote camera to the base station where the internet connection resides. This system is reliable; however, it is more complex to set up as it requires power and antenna installations at multiple locations.

- Cellular Connection: In the event that the camera location may be provisioned with power, but no internet connectivity is available at a particular location, a standalone cellular modem may be used to transmit the images and stream the live feed from the webcam. The availability, quality and pricing of cellular coverage changes rapidly with market conditions and network improvements, but most installations utilize a 3G data plan with between 10GB and 20GB of monthly bandwidth. This affords some level of limited video streaming, although the quality, frame-rate and site may need to be reduced based on network speeds and bandwidth availability.

4.3 WEBCAM SPECIFIC TERMS AND CONDITIONS

1. WEBCAM INSTALLATION AND SETUP:
   a. Multivista Responsibilities: Multivista will deliver to the Client all webcams and related equipment included with the webcam and connection type(s) specified in the accompanying Agreement and as listed in Section 3.1, above. Multivista may assist with and provide support for webcam and connection setup at its discretion, but is not itself responsible for installation or setup of any webcam equipment unless otherwise stated in the Scope of Services of the accompanying Agreement. Multivista will provide the Client and any third party installer(s)
contracted by the Client with the systems' settings and configurations required for optimal connectivity between the webcam, its internet connection source and the MDS.

b. Client Responsibilities: The Client is responsible for providing all of the following, which are necessary to installation and setup of Multivista webcams:

i. The Client will provide and prepare a suitable camera mounting location with appropriate lines of sight to the location of interest for each webcam and in accordance with all local codes and requirements. For Wired Connection webcams, the mounting location must be within three hundred twenty-eight (328) feet of the internet connection source.

ii. The Client will supply all equipment, components and/or materials required for webcam installation not included in Section 3.1 above, in the terms of the Agreement or by prior, express agreement by Multivista.

iii. Unless otherwise stated in the Scope of Services of the Agreement, the Client is responsible for the actual installation of all webcams and related equipment including, but not limited to:
   1. Mounting cameras and supporting components
   2. Provisioning and connecting power to the equipment
   3. Provisioning an internet connection to the equipment

c. If Multivista, per the Scope of Services and terms of the accompanying Agreement, assumes the responsibility of installation set forth in Section 1.b.iii, above, it shall not relieve the Client of any other obligations set forth in these terms and conditions. Further, it is acknowledged and agreed that Multivista may, in its sole and absolute discretion, subcontract the installation and setup work to a licensed subcontractor and that a customary mark-up of said contractor shall apply.

2. EQUIPMENT MAINTENANCE: The Client is solely responsible for the maintenance and operation of all webcams and related equipment, except as expressly otherwise stated in this document. The Client will provide an onsite contact who is able to perform basic services as necessary for the maintenance and operation of the webcam including, but not limited to:
   a. Testing
   b. Power-cycling
   c. Checking/confirmation of indicatory status lights

3. EQUIPMENT REPLACEMENT: Multivista will assist the Client with manufacturer warranty claims/exchanges to the extent of returning defective equipment (as defined by the manufacturer) to the manufacturer and delivering any replacement parts/equipment from the manufacturer to the Client. Multivista is not responsible for any replacement costs or equipment repairs except where Multivista is explicitly responsible for the damage, defect or malfunction of the webcam equipment. Costs of damaged equipment caused by the Client, Force Majeure (see Section 13. of the General Terms and conditions below) or any other party other than Multivista shall be the responsibility of the Client, including all costs associated with repair, replacement, re-setup and reinstallation.

4. AVAILABILITY OF SERVICE: Given the nature of wireless radio engineering it is impossible to predict with absolute certainty that a site will have wireless internet accessibility and coverage. Actual coverage and signal levels may differ from coverage maps provided by a wireless internet provider, and may be affected by things such as terrain, weather and buildings. Multivista does not guarantee wireless coverage.

5. INCIDENTAL/INADVERTENT FOOTAGE: Multivista disclaims any responsibility for conditions, persons or events captured incidentally or in the periphery of the subject the webcam is intended to capture. The Client shall be solely responsible for any claims that arise out of such incidental, inadvertent or peripheral footage captured via the Multivista Webcam service.

6. LAWFUL PURPOSE: The Client may only use the Multivista Webcam service for lawful purpose(s). Transmission of any material in violation of any federal, state or local law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane or material that is protected by trade secrets.

7. END USER WIRELESS SERVICE AGREEMENT: If the Client elects to access or use a wireless service facilitated by a service agreement between Multivista and a wireless service provider, the Client expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that the Client is not a third party beneficiary of any agreement between Multivista and the underlying carrier. In addition, the Client acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to the Client and the Client hereby waives any and all claims or demands therefor.
EXHIBIT "B"

SCOPE OF WORK AND FEE SCHEDULE

DRAFT
ANGELVIEW LLC dba Multivista
4132 Del Rey Ave., Marina Del Rey, CA 90292
(310) 306-6578
www.multivista.com

PROJECT QUOTE & AGREEMENT

CLIENT
Name: Water Replenishment District SoCal
Address: 4040 Paramount Blvd.
        Lakewood, CA 90712

PROJECT
Name: GRIP
Description: Monthly added service for the period of
             November 1, 2018 to June 30, 2019
Location: 4320 San Gabriel Pkwy.
          Pico Rivera, CA
Size (SQFT): 82,000

ANGELVIEW LLC ("MULTIVISTA") is pleased to provide Water Replenishment District SoCal ("CLIENT") with Multivista documentation services for the GRIP Project in accordance with the Scope and Terms listed in this document and in the accompanying RIDER: Multivista Project Quote Terms and Conditions.

CLIENT - BILLING / INVOICING CONTACT
Name: ____________________________________________
Company: __________________________________________
Address: __________________________________________
          __________________________________________
          __________________________________________
T: _______________ F: _______________
E: __________________________________________

CLIENT - SITE / FIELD CONTACT
Name: ____________________________________________
Company: __________________________________________
Address: __________________________________________
          __________________________________________
          __________________________________________
T: _______________ F: _______________
E: __________________________________________
PHOTOGRAPHIC DOCUMENTATION

For complete definitions of all shoot types and scope, please see attached Rider.

PROGRESSIONS

Progression shoots occur at regular intervals, following the same shoot path each time to capture the progress of project over time.

☑ Exterior
Exterior Progressions capture the exterior progress of your building.
Max # of Shoots: 1
Frequency: Monthly

☐ Interior
Interior Progressions capture the interior progress of your project. Shoots begin at substantial interior framing for each floor, section or area.
Max # of Shoots:
Frequency:

See Exhibit A for Notes

EXACT-BUILT SHOOTS

Exact-Built shoots are designed to capture specific milestones of your projects in great detail.

☐ Site-Survey
Comprehensive documentation of surrounding streets, curbs, sidewalks, landscaping, parking areas, existing structures and neighboring facilities.
See Exhibit A for Notes

☐ MEP
Mechanical, electrical, plumbing (MEP) and all other systems in walls and ceilings are documented post-inspection and pre-insulation, sheet rock or dry wall installation.
See Exhibit A for Notes

☐ MEP+ Multivista® PLUS upgrade with Site-Walk 360™

☐ Elevation
Exterior skin, flashing, waterproofing captured in detail from grade level.
See Exhibit A for Notes

☐ Pre-Slab
Capture post tension cables, rough-ins and re-bar prior to pouring.
See Exhibit A for Notes

☐ Existing Condition
Takes place at any point in time that you specify to capture the project, or a component thereof, in its exact current condition.
See Exhibit A for Notes

☐ Finished Interior
At Certificate of Occupancy or other “finished” milestone, all walls, ceilings and floors in their post-inspection, completed condition are documented.
See Exhibit A for Notes

☐ FINISHED INTERIOR+ Multivista® PLUS upgrade with Site-Walk 360™
MULTIVISTA VIDEO

Hours scheduled on-site: 1

1. Systems to be determined
2. 4 hour Min on site per day
3. 

Number of videographers: 1

4. 

Applications & Examples:
- Facility Management: Operations & Maintenance
- Training: Safety
- Construction: Wall Tilt-Up
- Inspections: HVAC / MEP / Inspection
- Events: Groundbreaking

@ $/Hour/Videographer: 275

MULTIVISTA WEBCAM

CAMERA 1. Fixed or DSL / Cable or Wired (Within 300') or Connections/Mounting Multivista
Duration: Months Pan Tilt Zoom or Cellular or Wireless (2500' line of sight) or Connections/Mounting Client

CAMERA 2. Fixed or DSL / Cable or Wired (Within 300') or Connections/Mounting Multivista
Duration: Months Pan Tilt Zoom or Cellular or Wireless (2500' line of sight) or Connections/Mounting Client
MULTIVISTA'S COMPLETE WEBCAM SOLUTION INCLUDES:

- Access 24/7/365
- Mobile Access
- Live Streaming
- HI-DEF Imagery
- Time Lapse Photo & Video Generator
- Hosting for Unlimited Users
- 2 Types of Web Cameras.
- Slideshow & Video of Jobsite Progress.
- Automated Static Image Archive.
- On-Demand Snapshot Tool.
- View Project Feed Via Your Own Website.

Fixed Dome Cameras:

PTZ Dome Cameras:

Pricing below applies to quantity and descriptions above in Photographic Documentation section as well as in Exhibit A.

**INDIVIDUAL SCOPE ITEMS**

**INITIALS**

Option A – Exterior Progressions per month of all buildings (Chemical Storage added in the upcoming Exterior Progressions)

Price - $425.00

Option B – River Exact-Built capturing the river piping and lining in three (3) visits

Price - $1,350.00

Option C – Monthly UAV Fly-Overs of the Site per month

Price - $1,000.00

Option D – Finished Conditions of the entire Site (Progression Level Exterior of the site and all the buildings to include street easement and the overall landscaping

Price - $2,400.00

Invoicing - WRD will pay upfront for Options B and D totaling $3,750. Thus, the monthly invoices would be $1,425 for Options A & C for a total of $15,150.00. Invoicing will be billed on or around the first of each month as the continuation of services. WRD has the right to terminate monthly services based upon the project construction schedule.

**ACCEPTANCE**

Multivista will perform all work per the agreed upon scope of services and their Terms and Conditions, contained herein and in the accompanying RIDER to this Project Quote and Agreement. Upon acceptance of this Project Quote and the accompanying RIDER, Multivista will diligently pursue its work until the completion of this project, consistent with the above-referenced scope of services. Your acceptance of this Project Quote constitutes your authorization and direction to Multivista to proceed with this project. Multivista reserves the right to revoke or modify this Project Quote at any time before acceptance of the Project Quote and all terms.
and conditions contained herein and in the accompanying RIDER or if work has not commenced within ninety (90) days of acceptance.

The foregoing Project Quote is accepted by:

_________________________ ____________________________
ANGELVIEW LLC Water Replenishment District Socal
, a MULTIVISTA FRANCHISE

Sign: 

_________________________ ____________________________
Michael Walmsley Sign:

_________________________ ____________________________
Print: 

_________________________ ____________________________
10/3/2018 Print:

_________________________ ____________________________
Date: 

_________________________ ____________________________
Date:

---

EXHIBIT A

Exterior Progressions

Site Survey

Pre-Slab

Existing Condition

Interior Progressions

MEP

Elevation

Finished Interior
RIDER TO MULTIVISTA PROJECT QUOTE AND AGREEMENT

MULTIVISTA PROJECT QUOTE TERMS AND CONDITIONS

APPLICATION
As used herein, “Multivista” refers to the authorized provider of the Multivista brand services and products identified in the accompanying Agreement.

DEFINITIONS AND SERVICE DESCRIPTIONS
This Section defines the full range of documentation services available from Multivista.
Any services described below that are not expressly included in the Scope of Services denoted in the accompanying Project Quote and Agreement, which together with this rider shall be collectively referred to herein as the “Agreement”, are NOT included in the Agreement. The following definitions and descriptions are provided only as a reference for the Client, and in no way expand or limit the agreed upon Scope of Services expressly set forth in the Agreement. Additional services may be added by written agreement by and between the parties.

1.0 PHOTOGRAPHIC DOCUMENTATION
All Multivista Photographic Documentation described below includes photography services to be performed by Multivista Certified Photographer(s). The digital images produced for the contracted photo sets will be linked to the Project’s actual construction drawings and indexed by time and location, creating interactive records via Multivista’s proprietary software system, the Multivista Documentation Software (“MDS”). The MDS will be accessible to authorized Client users via a secure online interface.

1.1 PHOTOGRAPHIC DOCUMENTATION SERVICES:
The following services are included at no additional charge with all Scopes that have a Photographic Documentation component:

- Pre-documentation consultation(s) with the Client identifying Project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets. If, based on these consultations, it is determined that the Scope of Services should be increased or decreased, a revised quote (Agreement) or addendum will be executed, with a revised fee, prior to documentation commencement.
• Baseline schedule analysis in order to evaluate and estimate appropriate Multivista photo set intervals and durations.
• Determination of optimal photograph locations/perspectives (“hotspots”) based on the site plans and building floor plans provided by the Client or his agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones.
• A highly representative number of digital photographs at such intervals and for such durations, and at the specified milestones, as requested by the Client and set forth in the accompanying Agreement.
• Linking each Multivista photo set to the appropriate location on the site plans and/or floor plans of the Client.
• On-line hosting of the documentation on the Multivista website for the construction period covered by the documentation, and 12 Months thereafter.
  - While hosted by Multivista, access to the documentation will be available through the password-protected online interface of the MDS via any internet connection.
• Access to the documentation via the MDS through:
  - The full (desktop) Multivista website.
  - The mobile Multivista website, which automatically recognizes mobile web-browsers and displays content in a format optimized for mobile devices. Availability and operation of features and functionality may vary from the full Multivista website. The mobile website is supported by Apple iOS, Android OS and Blackberry OS mobile devices.
  - The Multivista App, a native mobile application with an interface customized to the mobile application environment. Availability and operation of features and functionality may vary from the full Multivista website. The Mobile App is supported by Apple iOS and Android OS mobile devices, and is available for download via the Apple App Store and Google Play Store.
• A Client Dashboard, which provides the following features to authorized users upon login:
  - A summary view of recent activity for all of the Client’s projects; users can directly access the recent photos added for each project from this view
  - A map view of the physical locations of each of the Client’s projects; users can directly access each project or photo set belonging to a project from this view
  - A “favorites” view containing photos that the user tagged using the Favorites feature (described below)
  - Access to a Webcam Dashboard, which displays an overview of all of the Client’s Multivista Webcams; users can directly access each webcam project or specific webcam stream from this dashboard
• Access to the Comment feature within the MDS, which allows authorized users to perform the following actions:
  - Add private and public comments to the Project and documentation (entire shoots and individual photos) while hosted on the Multivista website.
  - Tag comments for keyword searches.
  - Generate visual lists of all Project activity and comments.
• Access to the Annotation Mode feature within the MDS, which allows authorized users to annotate (“mark-up”) photos:
  - Users can add line, arrow, box, circle and text annotations to photos
  - Users can select the color, weight and style for each annotation
• Access to the Push Pin and Custom Hotspot features within the MDS, which allows authorized users to pinpoint and mark specific locations on the Project site plans/floor plans and upload images and files to those locations (see below). Users can specify which other users are able to view their Push Pins.
• Access to the Files upload feature within the MDS, which allows authorized users to do the following:
  - Upload photos and other files (i.e., PDF and Microsoft Office files) to a cloud-based repository within the Project
  - Upload and link photos and other files directly to the user’s Push Pins or Custom Hotspots on the Project site plans/floor plans; these photos/files are also stored in the Project’s cloud-based repository
  - Specify which other users are able to view their Files
• Access to the Albums feature within the MDS, which allows users to define and save custom photo sets from the Project photos or user-added photos. Users can specify which other users are able to view each of their Albums.
• Access to the Favorites feature in the MDS, which allows users to tag photos for inclusion in an exclusive display of the user’s “favorite” photos.
• Two archive copies of the Project’s Photographic Documentation upon completion in DVD, flash drive, hard drive, or other specified storage device format.
  - Comments present at the conclusion of the Project are preserved with the documentation in read-only format; the interactive Comment feature will not function on archive copies of the documentation provided by Multivista.
  - Push Pins and Custom Hotspots are not preserved on the site plans/floor plans Project documentation’s archive copies.
  - User-added Files are not preserved with the Project documentation’s archive copies; Files are maintained as organized by the user(s) and delivered to the Client as a separate archive upon completion
  - Albums are not preserved separately in the Project documentation’s archive copies; photos assigned to
Albums are preserved and indexed according to time and location in their original photo sets.
- Favorites are not preserved separately in the Project documentation's archive copies; photos tagged as Favorites are preserved and indexed according to time and location in their original photo sets.

1.2 SHOOT TYPES

Progression:
“Progression” photo sets are performed at pre-determined intervals throughout the duration of construction. Progression photos broadly track all aspects of construction through time.

- Exterior Progression: Exterior progression photographs are taken from key perspectives along site perimeters and 360 degrees around each building envelope during erection. Exterior Progressions track the construction of building elevations and all work within the immediate vicinity of the building, including some site work. Exterior Progressions are performed at predetermined, approximate intervals or phases. Exterior Progression documentation typically begins at substantial framing, and not at commencement of site work. Exterior Progressions can begin at commencement of site work for the purpose of broadly capturing site work, upon request.

- Interior Progression: Interior Progression photographs track interior improvements from logical perspectives during construction. Interior Progressions are designed to capture the various trades coming together to build the interior over time. Interior Progressions are performed at pre-determined, approximate intervals or phases. Interior Progression documentation typically begins at substantial interior framing or the commencement of stud-work.

Exact-Built®:
Exact-Built® shoots capture current conditions, creating “virtual as-builds” of critical milestones during construction. They offer a higher concentration of photos and perspectives than the Progression shoots and focus on aspects of particular interest or importance to the Client.

- Site Survey Exact-Built® (Pre-Construction): The Site Survey Exact-Built provides complete photographic coverage of the pre-existing conditions of a project site and its adjoining and immediately surrounding areas such as streets, curbs, sidewalks, structures and neighboring facilities.

- Foundation and Footings Exact-Built®: The Foundation and Footings Exact-Built provides detailed coverage of the structural elements, such as rebar and column plates, and conditions of the foundation and footings for a building prior to cover-up. A specific focus for the shoot may be designated by the Client.

- Pre-Slab Exact-Built®: The Pre-Slab Exact-Built provides overlapping coverage of all roughed-in MEP, cable systems and other structural components which will be covered up once a slab is poured or placed over them. Pre-Slab Exact-Builts are captured post-inspection, if inspection is required, and just prior to the pour or placement of the slab.

- Underground Utilities Exact-Built®: The Underground Utilities Exact-Built typically captures the conditions and locations of major tie-ins for underground utilities where they directly connect to the project site, and their junctions at the building. This shoot is performed upon completion of the tie-in or junction, prior to cover-up. Where possible and as agreed upon by the Client and Multivista, additional coverage may be included.

- Subgrade Waterproofing Exact-Built®: The Subgrade Waterproofing Exact-Built captures in detail the conditions of waterproofing materials and their installation in exterior foundation walls prior to backfill.

- MEP Exact-Built®: The MEP Exact-Built documents the Mechanical, Electrical, Plumbing (MEP) systems and all other systems to be contained in walls and ceilings. The shoot is performed throughout the project, as required and as possible, to capture the systems in every wall and ceiling, post-inspection and pre-insulation, sheet rock or drywall installation. The process provides a high concentration of overlapping photographs, allowing all finished systems to be viewed in great detail even after they are covered up. Note that this will not capture pre-slab, site or in-slab-on-deck systems, or any other “horizontal” MEP work.

- Hydronic Heating Exact-Built®: The Hydronic Heating Exact-Built captures the installed hydronic heating system and surrounding conditions in a building prior to cover-up.

- Elevation Exact-Built®: Designed for specific needs to increase the concentration of photographs and allow greater zoom capability and resolution on aesthetic, EIFS or architectural detailing; the nature of these shoots can vary widely. Examples include window-flashing details or window-system details for glass-intensive buildings, radius steel work (i.e., for a rotunda), EIFS system as-builds and cores or “lobbies” of exterior loaded buildings.

- Roof Exact-Built®: The Roof Exact-Built provides detailed photographic coverage of the installed materials and conditions of a building’s roof at a specific construction milestone designated by the Client. Typically, this shoot occurs prior to the installation of the roof’s outer layer.

- Finished Interior Exact-Built®: The Finished Interior Exact-Built comprehensively documents the post-inspection conditions of all finished interior walls, ceilings and floors at
Certificate of Occupancy or other "finished" milestone, as the Client designates.

- **Existing Condition Exact-Built**: The Existing Condition Exact-Built is an exhaustive sweep of a project designed to capture every detail in its current condition before any further work commences. This shoot is often performed prior to major renovations, repurposing or maintenance work to delineate "before" and "after" conditions. It is useful to distinguish the work of different GCs or trades, documenting the exact conditions when one party's work has ended and before another's begins. This shoot may also be known as a Bright Line Exact-Built.

**Custom Shoots:**
Custom shoots may be designed by the Client in collaboration with and subject to approval by Multivista to meet specific project documentation needs not covered by formal Progressions or Exact-Buils. These shoots may be specified to provide Progression-level overview coverage or Exact-Built detailed coverage.

**Project Executive Summary:**
A Project Executive Summary captures a broad overview of the project site limited to a maximum of 100 photographs. Project Executive Summary photographs are not linked to architectural plans in the same manner as formal Progressions and Exact-Buils; however, they will be dated, labeled and stored in the Project's Albums.

**Slideshows:**
Slideshows capture miscellaneous occurrences or conditions on the Project site. These conditions are often those which do not fit neatly into the building envelope interface (e.g., materials stored on-site). Slideshow photographs are not linked to architectural plans in the same manner as formal Progression and Exact-Built photographs; however, they will be dated, labeled and stored in the Project's Albums. Slideshows are captured whenever a Multivista photographer is on-site to perform an Exterior Progression shoot. If the Project's Scope does not include Exterior Progression shoots, Slideshows will be captured at Multivista's sole discretion when a photographer is on-site.

1.3 **PHOTOGRAPHIC DOCUMENTATION SPECIFIC TERMS AND CONDITIONS**

1. **CONTINGENCY FEES**: Multivista will accommodate, without charge, limited additional items that may be captured during our scheduled visits and included in the Slideshow section of our service. Additional items requested which are of significant scope, in Multivista's sole discretion, may require a change order for additional fees.

2. **SERVICES**: Multivista shall provide professional services in accordance with the above agreed upon Scope of Services as set forth in the accompanying Agreement. Multivista will begin a Project Set-Up only after receipt of (a) electronic plans from the architect of the Project in an acceptable format, (b) a fully executed Agreement and (c) the Set-Up Fee. Thereafter, Multivista requires at least ten (10) business days for Project Set-Up prior to the first shoot contemplated by the aforementioned Scope of Services.

3. **EXACT-BUILT® PHOTO SETS**: Because of the volatile nature of construction schedules, IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO PROVIDE MULTIVISTA AT LEAST 24 HOURS NOTICE PRIOR TO THE TIME THAT AN EXACT-BUILT® SET MUST BE PERFORMED. To the extent look-ahead schedules are made available to Multivista, Multivista will endeavor to communicate with the Project owner's representative or superintendent regarding upcoming Exact-Built® shoots. However, Multivista will not be responsible if such Exact-Built® shoots are not performed due to lack of notice pursuant to this provision.

4. **CLIENT-GENERATED PHOTOGRAPHS**: Client-generated photographs may be submitted to Multivista for inclusion in the Photographic Documentation at a set interval, normally monthly or quarterly, agreed upon before the first set of client generated photographs is submitted. Acceptance by Multivista of any client generated photographs is subject to the following conditions and any submitted photographs which do not conform to these conditions will not be incorporated into the documentation:

   a. **Camera Requirements**: Cameras used to take photographs must be:
      i. Set up with the correct date and time
      ii. Set up to shoot at 4 megapixels or smaller
   b. **Delivery Requirements**:
      i. Photographs are to be placed in sequentially ordered, dated folders. The dates recorded on the photographs must correspond to the dates on the folders which contain them.
      ii. **Delivery Folder Requirements**:
         1. Folders must be named according to the following convention:  
            Folder 1 Name = (yyyy-mm-dd)
         2. Each photograph contained in a folder must reference the folder name in the file name.
      iii. All Folders and their contents must be delivered to Multivista in DVD or flash drive format.
      iv. The DVD(s)/flash drive(s) must be shipped to:
          Multivista
          4132 Del Rey Ave.,
          Marina Del Rey, CA 90292

   c. **Additional Terms**:
      i. If Client is submitting photographs at a monthly interval, submissions must not
exceed one hundred (100) photographs per month.
ii. Multivista will not and is not responsible for quality-checking of client-generated photographs.
iii. Multivista does not assume any responsibility for content captured in the submitted photographs.

5. EARLY COMPLETION AND ADDITIONAL BUILD TIME: Exterior and Interior Progressions shoots in excess of the agreed to in the original Scope of Services (see the accompanying Agreement), if required, will be priced as needed. Additional Exact-Built® shoots will be priced individually.

2.0 MULTIVISTA BIM INTEGRATION
All services described below for integration of Multivista Photographic Documentation into Client BIM models include integration by Multivista BIM Specialists. Integration services are quoted in the accompanying Agreement in terms of the number of floorplans and Multivista shoot types to be integrated into a BIM model.

2.1 BIM INTEGRATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include Multivista BIM Integration:

- Pre-integration consultation with the Client and technical staff, including support documentation to describe the integration method and process. Integration is possible at the project or floorplan level.
- Technical support and training provided by Multivista for the Client and Multivista-integrated BIM model project users. Support and training is strictly limited to Multivista-integrated components within the BIM model.
- Hyperlink-based integration performed by Multivista BIM Specialists allows direct access to Multivista Photographic Documentation from within the Client's BIM model without affecting model performance.
  - Custom Multivista objects inserted into the BIM Model by Multivista BIM Specialists contain hyperlinks which lead to specific Multivista photographs. The Multivista objects are positioned within the BIM model to correspond to the location and orientation of their linked photographs in the Multivista Photographic Documentation.
  - Multivista objects’ hyperlinks may be tied to live Photographic Documentation hosted by Multivista through the MDS or to Photographic Documentation contained in a completed project's archived copy. Integration with live Photographic Documentation is recommended.

2.2 BIM INTEGRATION TYPES

- **Autodesk® Revit® BIM Models**: Multivista BIM Integration is compatible with Revit® software-based BIM Models. Multivista-integrated Revit® BIM Models provide direct hyperlink (clickable) access to corresponding photographs contained in live or archived Multivista Photographic Documentation.
- **Autodesk® Navisworks® BIM Models**: Multivista BIM Integration is compatible with Navisworks® software-based BIM models. Multivista-integrated Navisworks® BIM Models provide direct hyperlink (clickable) access to corresponding photographs contained in live or archived Multivista Photographic Documentation. Multivista BIM Integration for Navisworks® BIM models is also compatible with the Autodesk® BIM 360™ Glue/Field environments.

3.0 VIDEO DOCUMENTATION
All Video Documentation described below includes videography to be performed by Multivista Certified Videographer(s). Video services are quoted in the accompanying Agreement in terms of a rate per scheduled on-site hour for each videographer.

3.1 VIDEO DOCUMENTATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include a Video Documentation component:

- Pre-production scheduling and coordination with the Client and participants in the video project.
- Pre-production estimating.

- **Editing and Post-Production Services**:
  - Client Branding/Watermarking
  - Segment/Chapter Creation, including Chapter Headings, Title Pages and relevant information on title pages (i.e., equipment or event specification, model numbers, dates, training module identification)
3.2 VIDEO TYPES AND APPLICATIONS

The primary video types performed by Multivista include:

- **Facilities Management Video**: An example of a very beneficial Facilities Management video is one that captures Operations and Maintenance Training of key equipment and systems. Multivista videos will capture each trainer illustrating the operational details of your equipment and systems, including points of emphasis as well as questions, answers and dialogue that will allow you to fully recall the operational and maintenance details if and when a system problem arises in the future.

- **Training Videos**: At the client's option, training videos’ subject matter can vary from safety to software training on remote monitoring systems. As with all Multivista productions, the high-tone video and audio will ensure that the material being taught and all Q&A, discussions and gestures do not lose their significance. Gain efficiencies by training once and adding these videos to your permanent learning library.

- **Construction Videos**: Some construction events require documenting because of their critical nature during performance and are too dynamic to capture with any media other than video. For example, tilt-up wall erections, assembly of pre-fabricated components into final structures and crane erections are all worthy subjects of a Multivista video production.

- **Inspections**: Inspections can sometimes benefit from the audio input and dynamic nature of video documentation. A video record may be a valuable addition to your digital photographic Exact-Bulbed when it is important to hear the inspector's comments and have them well-documented in conjunction with the visual aspects of the subject of inspection, i.e., special inspections, life-safety inspections or MEP systems. Moreover, inspection videos can double as excellent additions to your training library for superintendents and project managers.

- **Events**: Sometimes you may just want to capture the moment. A topping off, a ground breaking ceremony or building turnover are examples of popular topics for videos that capture history in the making.

3.3 VIDEO SPECIFIC TERMS AND CONDITIONS

1. **ON-SITE HOURS**: Video services are quoted in the accompanying Agreement in terms of a rate per scheduled on-site hour for each videographer. Scheduled on-site hours are estimated with the Project team in advance of the videographer arriving on site and should be based on a coordinated and detailed schedule that includes all participants for each segment of the production. If actual on-site hours are less than scheduled on-site hours, the Client will receive a credit per hour difference at ____% of the quoted rate, subject to the following conditions:

   a. If a videographer is on-site at a scheduled time, idle time will be considered actual on-site hours notwithstanding the readiness of the participants.

   b. Actual on-site hours will at all times include time related to the production and its participants, including but not limited to, coordinating participants, preparing production areas, staging, providing participant instructions for production quality, answering participant questions and actual production (i.e., videotaping).

   c. Any scheduled on-site session shall be no less than ____ hours. If, after the videographer arrives on-site at a scheduled time or for a scheduled session, the scheduled session or any portion thereof is cancelled, the minimum on-site session time will be charged against the estimated scheduled on-site hours regardless of whether the actual on-site hours were less than the minimum. Cancellation of a scheduled on-site session must be given within 24 hours of that session or the minimum on-site session time may be charged against the estimated scheduled on-site hours in Multivista's sole discretion.

2. **NO DISCRETIONARY EDITING**: No discretionary content editing will be performed by Multivista. Multivista does not opine on the relevance of any content and, notwithstanding chapters and segmentation per the Client's direction, at all times will the full duration of the videotaped content be included in the deliverable. In the instance that explicitly superfluous downtime exists in a produced video, Client may approve omission of the downtime in writing to Multivista and Multivista will delete this content.

3. **ONLINE HOSTING, STREAMING OR STORAGE**: Multivista does not provide online hosting for, server or online storage of or streaming of video service content at this time. If this service becomes available after a production has been created, Multivista will provide the service to the Client upon request. Additional fees may apply. Video can be rendered, optimized and resized for the Client to stream from the Client's servers at no additional cost.

4.0 WEBCAM DOCUMENTATION

All Webcam Documentation described below includes webcam equipment and hosting services to be provided by Multivista as quoted per camera in the accompanying Agreement, and in accordance with all terms and conditions defined in the Agreement and contained herein.

---

GRIP - Rev 1

10/3/2018

www.multivista.com
4.1 WEBCAM DOCUMENTATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include a Webcam Documentation component:

- Delivery of webcams as specified in the Agreement and related equipment; related equipment includes:
  - For all webcams:
    - Power Supply (Power Over Ethernet module)
    - Wall Bracket
    - Enclosure
  - For all Fixed webcams:
    - Pendant
  - For all Wireless Connection webcams:
    - Wireless component
  - For all Cellular Connection webcams:
    - Modem
    - Modem Bracket
    - Antenna
  - Additional/Optional equipment or components as expressly agreed upon by the Client and Multivista per the terms of the Agreement.

- Camera positioning and manual focus adjustment as required.

- Optimization of camera setup for available bandwidth and lighting at the internet connection source and camera location(s).

- Configuration of pre-sets and bounds for Pan-Tilt-Zoom (PTZ) webcams.

- Web hosting via integration into the MDS per the terms of the accompanying Agreement; including:
  - Integration into existing MDS projects as appropriate.
  - Live 24/7 image stream with 1200x800 resolution.
    - Streamed at fifteen (15) to six (6) frames per second via direct/wired or wireless DSL or cable connection, dependent on available on-site bandwidth.
    - Streamed at speeds of six (6) frames per second to four (4) frames per minute via cellular connection, dependent on available cellular bandwidth.

Note: A higher frame-rate may be achieved as permitted by cellular bandwidth availability, but no warranty or guaranty is included.

- Stream re-broadcasting capabilities for unlimited concurrent users, under most usage conditions.

- While hosted by Multivista, access to the live stream and static images will be available through the password-protected online interface of the MDS via any internet connection.

- A publicly viewable, restricted functionality display page for the live stream feed.

- Provisions for embedding the live stream feed into the Client’s website.

- Access to the Client’s Webcam Documentation via the MDS through:
  - The full (desktop) Multivista website.
  - The mobile Multivista website, which automatically recognizes mobile web-browsers and displays content and controls in a format optimized for mobile devices. Availability and operation of features and functionality may vary from the full Multivista website. The mobile website is supported by Apple iOS, Android OS and BlackBerry OS mobile devices.
  - The Multivista Mobile App, a native mobile application with an interface customized to the mobile application environment. Availability and operation of features and functionality may vary from the full Multivista website. The Mobile App is supported by Apple iOS and Android OS mobile devices, and is available for download via the Apple App Store and Google Play Store.

- A Client Webcam Dashboard, which provides an overview of and centralized access each of the Client’s live webcam streams, across all projects.

- A Project Webcam Dashboard within each project that includes a Webcam Documentation component, which provides quick, centralized access to all live webcam streams for projects with multiple cameras.

- Static images captured and archived at fifteen (15) minute intervals between 6:00am and 6:00pm local time (time zone in which the Project site is located).

- Time-lapse videos created once the Project has been online and actively hosted through the MDS for more than 60 days. Time-lapse videos are updated on a weekly basis and are available for viewing by all MDS users so authorized by the Client.

- Automated remote monitoring of camera functionality; notification of loss of connectivity or power via email and follow-up by network technicians in the event of camera downtime.

- Access to the Comment communication feature within the MDS which allows authorized users to perform the following actions:
  - Add private and public comments to the Project and static images while hosted on the Multivista website.
  - Tag comments for keyword searches.
  - Generate visual lists of all Project activity and comments.
4.2 WEBCAM AND CONNECTION TYPES

- **Fixed Position Webcam**: Fixed cameras, as the name implies, are stationary. They are manually aimed at the location of interest at the time of setup. There may be some limited zoom capability, but this is also typically set at the time of camera installation.

- **Pan-Tilt-Zoom (PTZ) Webcam**: Pan-Tilt-Zoom cameras have onboard servo-motors that allow the camera to pan the area of interest, tilt to different up/down orientations and zoom in/out on frames, all of which can be controlled remotely. This affords the camera a much larger field of view — typically 360° for horizontal panning and approximately 220° for vertical tilting. Optical zoom capabilities for the cameras are typically twenty (20) times magnification.

- **Wired Connection (DSL/Cable)**: This is a direct Ethernet connection between a webcam and a DSL or Cable internet connection. Wired Ethernet provides the best performance in terms of reliability and bandwidth. If there is already internet connectivity at the Project site, it is typically a simple process for the Client to procure a second dedicated connection with a Static, Public IP Address through which to stream the live feed from a webcam.

- **Wireless Connection**: Wireless connections involve the addition of a 5.8GHZ wireless router to the wired connection setup. This setup is appropriate when the desired camera location is farther than one hundred (100) meters or three hundred twenty-eight (328) feet (the maximum run for wired Ethernet) from a dedicated internet connection. In this case, it is possible to use a system of wireless antennas to relay the signal from the remote camera to the base station where the internet connection resides. This system is reliable; however, it is more complex to set up as it requires power and antenna installations at multiple locations.

- **Cellular Connection**: In the event that the camera location may be provisioned with power, but no internet connectivity is available at a particular location, a standalone cellular modem may be used to transmit the images and stream the live feed from the webcam. The availability, quality and pricing of cellular coverage changes rapidly with market conditions and network improvements, but most installations utilize a 3G data plan with between 10GB and 20GB of monthly bandwidth. This affords some level of limited video streaming, although the quality, frame-rate and size may need to be reduced based on network speeds and bandwidth availability.

4.3 WEBCAM SPECIFIC TERMS AND CONDITIONS

I. WEBCAM INSTALLATION AND SETUP:

a. **Multivista Responsibilities**: Multivista will deliver to the Client all webcams and related equipment included with the webcam and connection type(s) specified in the accompanying Agreement and as listed in Section 3.1, above. Multivista may assist with and provide support for webcam and connection setup at its discretion, but is not itself responsible for installation or setup of any webcam equipment unless otherwise stated in the Scope of Services of the accompanying Agreement. Multivista will provide the Client and any third party installer(s) contracted by the Client with the System’s settings and configurations required for optimal connectivity between the webcam, its internet connection source and the MDS.

b. **Client Responsibilities**: The Client is responsible for providing all of the following, which are necessary to installation and setup of Multivista webcams:

i. The Client will provide and prepare a suitable camera mounting location with appropriate lines of sight to the location of interest for each webcam and in accordance with all local codes and requirements. For Wired Connection webcams, the mounting location must be within three hundred twenty-eight (328) feet of the internet connection source.

ii. The Client will supply all equipment, components and/or materials required for webcam installation not included in Section 3.1 above, in the terms of the Agreement or by prior, express agreement by Multivista.

iii. Unless otherwise stated in the Scope of Services of the Agreement, the Client is responsible for the actual installation of all webcams and related equipment including, but not limited to:

1. Mounting cameras and supporting components
2. Provisioning and connecting power to the equipment
3. Provisioning an internet connection to the equipment

If Multivista, per the Scope of Services and terms of the accompanying Agreement, assumes the responsibility of installation set forth in Section 1.b.iii, above, it shall not relieve the Client of any other obligations set forth in these terms and conditions. Further, it is acknowledged and
agreed that Multivista may, in its sole and absolute discretion, subcontract the installation and setup work to a licensed subcontractor and that a customary mark-up of said contractor shall apply.

2. EQUIPMENT MAINTENANCE: The Client is solely responsible for the maintenance and operation of all webcams and related equipment, except as expressly otherwise stated in this document. The Client will provide an onsite contact who is able to perform basic services as necessary for the maintenance and operation of the webcam including, but not limited to:
   a. Testing
   b. Power-cycling
   c. Checking/confirmation of indicatory status lights

3. EQUIPMENT REPLACEMENT: Multivista will assist the Client with manufacturer warranty claims/exchanges to the extent of returning defective equipment (as defined by the manufacturer) to the manufacturer and delivering any replacement parts/equipment from the manufacturer to the Client. Multivista is not responsible for any replacement costs or equipment repairs except where Multivista is explicitly responsible for the damage, defect or malfunction of the webcam equipment. Costs of damaged equipment caused by the Client, Force Majeure (see Section 13. of the General Terms and conditions below) or any other party other than Multivista shall be the responsibility of the Client; including all costs associated with repair, replacement, re-setup and reinstallation.

4. AVAILABILITY OF SERVICE: Given the nature of wireless radio engineering it is impossible to predict with absolute certainty that a site will have wireless internet accessibility and coverage. Actual coverage and signal levels may differ from coverage maps provided by a wireless internet provider, and may be affected by things such as terrain, weather and buildings. Multivista does not guarantee wireless coverage.

5. INCIDENTAL/INADEQUATE FOOTAGE: Multivista disclaims any responsibility for conditions, persons or events captured incidentally or in the periphery of the subject the webcam is intended to capture. The Client shall be solely responsible for any claims that arise out of such incidental, inadvertent or peripheral footage captured via the Multivista Webcam service.

6. LAWFUL PURPOSE: The Client may only use the Multivista Webcam service for lawful purpose(s). Transmission of any material in violation of any federal, state or local law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane or material that is protected by trade secrets.

7. END USER WIRELESS SERVICE AGREEMENT: If the Client elects to access or use a wireless service facilitated by a service agreement between Multivista and a wireless service provider, the Client expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that the Client is not a third party beneficiary of any agreement between Multivista and the underlying carrier. In addition, the Client acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to the Client and the Client hereby waives any and all claims or demands therefor.

5.0 UPGRADE PACKAGES

Upgrade packages consist of advanced services and/or software features which can be applied to Multivista’s standard service offerings.

5.1 MULTIVISTA PLUS UPGRADES: The Multivista PLUS upgrade package provides a menu of premium services and software features which enhance and expand upon Multivista documentation. Where a Multivista PLUS offering corresponds directly to a standard service offering, the PLUS version of the offering is inclusive of all standard services, software, and deliverables provided per sections 1.1, 3.1, and 4.1, except as otherwise expressly stated in the Agreement.
   • Site-Walk 360™: Site-Walk 360° is a Multivista PLUS offering available for interior Photographic Documentation

GENERAL TERMS AND CONDITIONS

The Terms and Conditions set forth in this section apply to all Multivista service offerings and documentation.

1. AGENT/OWNER’S REPRESENTATIVE: Client must designate a specific person or persons authorized and responsible for scheduling site visits, Exact-Built® shoots and Video sessions.
2. EXECUTION: The Agreement becomes effective upon signature by the authorized representatives of the Client and Multivista, and upon receipt by Multivista of a signed original or facsimile transmittal. Multivista is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed. If facsimile transmittal is initially sent to Multivista, Client will provide Multivista with a signed original for its record as soon as is practical.

3. COMPLETION/TERRMINATION: The Agreement shall remain in full force until terminated. The Agreement may be terminated by the Client and/or Multivista upon fourteen (14) days written notice. In the event of such termination Multivista will be paid the portion of the compensation (and fixed fee, if applicable) earned for services properly performed through the termination date. Continuing service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party.

4. STANDARD OF CARE: Services provided by Multivista under the Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Multivista makes no warranties or guarantees, either expressed or implied including, without limitation, the fitness of its documentation for any particular use.

5. INDEPENDENT CONSULTANT: Multivista is and shall be at all times during the term of the Agreement an independent consultant and not an agent of the Client. Client acknowledges and agrees that, notwithstanding the Agreement or any provision contained herein, Multivista may provide its services, including, but not limited to, those services contained in the Scope of Services of the accompanying Agreement, to any other party authorized to contract for services relating to, in connection with or on behalf of the Project, including, but not limited to, the Contractor(s), Owner(s), Developer(s), Architect(s) or Owner's Representatives. Client hereby waives any claim of conflict of interest, estoppel or business interference arising out of any such third party agreement(s) to provide services relating to, in connection with or on behalf of the Project.

6. COMPLIANCE WITH LAWS: Multivista will comply with Federal, State, and local laws applicable to the services to be provided under the Agreement.

7. PAYMENT & COLLECTION: An initial Set-Up Fee equal to 35% of the total contract amount is due upon execution of the Agreement, and no later than 10 days prior to the commencement of documentation. Remaining balance to be invoiced pro rata on a monthly basis. Multivista's services shall not be subject to retention. Payments are due in full within thirty (30) days from date of invoice, or according to other terms as agreed to expressly in writing. The Client will be invoiced for work completed. A finance charge of 1%-1/2% per month, equivalent to 18% per annum, will be assessed on any amounts outstanding beyond 30-day payment terms. In the event legal action is necessary to enforce the payment provisions of the Agreement, Multivista shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Multivista in connection therewith.

8. EARLY COMPLETION AND ADDITIONAL BUILD TIME: Invoicing is based on the Durations of work set forth in the accompanying Agreement, beginning as applicable throughout construction. If the scope of work is completed prior to the expiration of that timeframe, the balance of the Price unpaid at the completion of the scope of work shall be due and payable within thirty (30) days of the completion of scope, unless otherwise agreed in writing.

9. CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS; INTELLECTUAL PROPERTY: Specifications, drawings, personal information, or other information given to Multivista by the Client is disclosed in confidence. They shall not be reproduced, copied, disclosed, or used except in connection with the services that are the subject of the Agreement. All documents, digital and electronic media prepared under the Agreement are instruments of service and are, and shall remain, the property of Multivista or Multivista Systems LLC ("Multivista Systems"), including all intellectual property rights to said documents and media, until such time as they are paid for in full by the Client at which time their ownership, excepting Confidential, Trade Secret and Proprietary Information of Multivista Systems, shall pass to the Client. Multivista and Multivista Systems make no warranties as to the professional nature of the media other than to capture construction conditions or events. Notwithstanding the foregoing, the underlying proprietary software, indexing, navigation and viewing systems, processes, procedures, databases, information and any other content of Multivista Systems that is housed in the software, and all other proprietary information used to create these instruments of service, including all intellectual property rights associated therewith (collectively "Confidential, Trade Secret and Proprietary Information"), shall at all times remain the sole property of Multivista Systems. Client agrees not to disclose the Confidential, Trade Secret and Proprietary Information. Client also agrees not to reproduce, copy or use the Confidential, Trade Secret and Proprietary Information except as expressly permitted in the Agreement and only in connection with the services which are the subject matter of the Agreement. Notwithstanding the foregoing, Multivista Systems reserves the right to use and Client hereby consents to the use of limited samples of the media and system service prepared for Client (not to exceed 1% of total project media) for Multivista Systems marketing and promotional purposes. Multivista Systems may also utilize Client statements, cost savings and ROI examples derived from Client's use of Multivista Systems' services. Anonymity will be observed if requested.

10. NO PUBLIC ACCESS: Online access to Client's documentation shall be restricted to Client approved personnel only, each of whom will be provided with a unique username and password. Making access credentials publicly available shall be prohibited and Client shall make its approved personnel aware of this and that Client's confidentiality and restricted access obligations under the Agreement extend to all approved personnel.

11. SITE VISITS/OBSERVATION: Multivista shall visit the Project and/or construction site as appropriate to complete its Scope of Services under the Agreement. Visits to the Project site and observations made by Multivista as part of services provided during construction under the Agreement shall not make
Multivista responsible for monitoring of the work or create any duty on the part of Multivista or any person or entity involved in providing the services to give notice of observed conditions. Multivista employees will report to the site office prior to working on site. The site superintendent shall be the designated person granting permission onto the site in order to ensure safe access for Multivista employees.

12. CHANGES IN WORK SCOPE: From time to time, the Client may wish to increase the scope of the documentation, or enroll further projects. Any changes in scope of work shall be bound by the Agreement, subject to any further agreements made in writing and signed by all parties to the Agreement. Such increases in scope or further enrollments will be considered addendums to the Agreement and will be billed as set forth herein or as set forth in an Additional Service Agreement.

13. DELAYS: Multivista shall not be liable for delays in performing or failure to perform its obligations under the Agreement resulting directly or indirectly from, or contributed to by acts of God; acts or failures to act by the Client; acts or failures to act by civil or military authority; governmental priorities; fires; strikes; or labor disputes; accidents; floods; epidemics; failure of the worldwide web, or any other circumstances beyond Multivista’s reasonable control, whether similar or dissimilar to the foregoing. The Client or Multivista shall notify the other promptly of any potential delay.

14. EQUAL OPPORTUNITY EMPLOYMENT: Multivista will comply with federal regulations pertaining to Equal Opportunity Employment. Multivista will comply with applicable local, state, and federal regulations concerning minority hiring. Multivista’s equal opportunity employment policy applies to all phases of employment.

15. INSURANCE: Multivista will maintain $2,000,000 business liability insurance. Multivista will add the Client and the Clients agents as additionally insured on Multivista’s policy upon request. Multivista will maintain workers compensation insurance coverage. If the coverage required by the Client, or to comply with Project requirements generally, exceeds the above listed amounts, Multivista will obtain such coverages and expense the additional premium amounts resulting from the excess coverages to the Client as a reimbursable Expense per Section 20. EXPENSES.

16. INDEMNIFICATION/HOLD-HARMLESS: Multivista shall indemnify and defend the Client and their principals and members, Client’s Inspectors, General Contractor, Architect, Architect’s consultants, and agents and employees of any of them from claims based on intentional misconduct or gross negligence of Multivista, its employees and agents.

17. LIMITATION OF LIABILITY: Client agrees to limit the liability of Multivista for any and all claims, losses, costs and damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of Multivista to the Client shall not exceed Multivista’s total fee for services rendered under the Agreement.

18. DISPUTES: Any action for claims arising out of or relating to the Agreement or the project that is the subject of the Agreement shall be governed by the laws of the State of _____ Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation rules of the American Arbitration Association.

19. ATTORNEY FEES: Should there be any suit or action instituted to enforce any right granted in the Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursement and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

20. EXPENSES: Multivista shall be punctually reimbursed for any out of contract costs incurred at the Client’s written request. Multivista will invoice for actual expenses incurred plus 15% for those expenses that are directly related to the Project. Back-up for all such expenses will be provided with invoicing. Expenses that are reimbursable include, but are not limited to, mileage outside of the metropolitan area, out-of-town travel (including airfare, ground transportation, gas, lodging and incidentals), reproductions, printing costs, deliveries/parcels and project-specific insurance where insurance needs exceed Multivista’s liability policy limits (see Section 15).

21. SEVERABILITY: The invalidity of any provision of the Agreement will not render invalid any other provision, it being the intention of the parties that the terms hereof will be construed in such fashion as to make all of such provisions valid and enforceable to the full extent permitted by applicable law.

22. SERVICE FEATURES: See the Multivista Service Features - Inclusions and Exclusions table on the final page of this RIDER. Multivista will provide the service features marked as "YES" at no additional charge for the corresponding Scope Components in each indicated format, and will not provide service features marked as "NO" or "N/A." Additional terms and details may be included or referenced in the table itself, as well as elsewhere in this document and/or accompanying Agreement.

ACCEPTANCE

Accepted by:

www.multivista.com
## MULTIVISTA SERVICE FEATURES - INCLUSIONS AND EXCLUSIONS

<table>
<thead>
<tr>
<th>SCOPE COMPONENTS</th>
<th>SERVICE FEATURES</th>
<th>ONLINE</th>
<th>ONLINE Mobile Website</th>
<th>MOBILE APP Native application</th>
<th>ARCHIVE COPY² (Offline)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Interactive Architectural Floor Plans</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Interactive High-Resolution Photos</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Location Indexing</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Chronological (Date) Indexing</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Zoom Capability on Floor Plans and Photos</td>
<td>YES¹</td>
<td>YES¹</td>
<td>YES¹</td>
<td>YES¹</td>
</tr>
<tr>
<td></td>
<td>Photo Preview from Floor Plan (Hover and Thumbnail Views)</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Show / Hide Comments and Photo Numbers</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Floorplan Navigator Within Photo Viewer</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Automatic Slideshow Controls</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Comment on Photos</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Tag Keywords, Search and Generate Reports from Comments</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Generate 4-View Printable Photos</td>
<td>YES¹</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Email Export Photos</td>
<td>YES¹</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Annotation Mode – Add Annotations to Photos</td>
<td>NO</td>
<td>NO</td>
<td>YES¹</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Push Pins – Add Push Pins (&quot;Custom Hotspots&quot;) to Floor Plans</td>
<td>YES¹</td>
<td>NO</td>
<td>YES¹</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Files – Upload Photos and Files to Project and Push Pins</td>
<td>YES¹</td>
<td>NO</td>
<td>YES¹</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Albums – Define and View Custom Photo Sets</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Favorites – Tag and View “Favorite” Photos as a Custom Photo Set</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>High-Definition Video Segments</td>
<td>NO</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Live Stream</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Pan-Tilt-Zoom Controls</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Archived Photos</td>
<td>YES</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Automatic Slideshow Controls</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>YES¹</td>
</tr>
<tr>
<td></td>
<td>Comment on Photos</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>READ ONLY</td>
</tr>
<tr>
<td></td>
<td>Tag Keywords, Search and Generate Reports from Comments</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Generate 4-View Printable Photos</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Email Export Photos</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Time Lapse Video</td>
<td>NO</td>
<td>NO</td>
<td>YES</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Public Feed</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Embed Live Stream or Images into Client Website</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
<td>NO</td>
</tr>
</tbody>
</table>

¹ This feature is not currently supported for immersive 360° panoramic photo content (Site-Walk 360™).
² Immersive 360° panoramic photo content (Site-Walk 360™) is not included in the Archive Copy.
³ Archive Copy (Offline) does not support mouse-wheel zoom of floorplans. Zoom is achieved via clicking on control buttons.
⁴ User-added files are returned to Client as a separate archive.
EXHIBIT “B”

SCOPE OF WORK AND FEE SCHEDULE

The total cost of services shall not exceed Four Thousand Two Hundred Seventy-Five Dollars ($4,275) and shall include the following.

- Monthly services on an as-needed basis shall include the following for the ARC construction site:

<table>
<thead>
<tr>
<th>Monthly Service</th>
<th>Monthly Lump Sum Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exterior Progressions per month of all buildings, including the Chemical Storage Area</td>
<td>$425.00</td>
</tr>
<tr>
<td>Monthly UAV Fly-Overs of the Site per month</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>MAXIMUM MONTHLY TOTAL:</strong></td>
<td><strong>$1,425.00</strong></td>
</tr>
</tbody>
</table>

- Monthly services described herein shall commence on July 1, 2019 and shall be terminated upon notification from the District.
- The District shall be invoiced monthly and each monthly invoice shall not exceed One Thousand Four Hundred Twenty-Five Dollars ($1,425).
- Except as otherwise expressly set forth in this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect between the Parties.
DATE: APRIL 11, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: NO COST TIME EXTENSION FOR 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.

On August 18, 2018, the WRD Board of Directors approved Contract Amendment No. 2 with AKD Consulting to extend the term through June 30, 2019 and increase the contract budget by an amount of $50,000 to continue on an as-needed basis evaluations of the project schedule and budget, provide monthly updates to the Capital Improvement Projects (CIP) Committee, and review future change orders and contract amendments associated with the project.

Since the construction schedule is expected to extend beyond initially anticipated, WRD would like to amend the AKD Consulting contract by extending the term through December 31, 2019.

FISCAL IMPACT

None
STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve execution of Amendment No. 3 to Contract No. 917, subject to approval of form by District Counsel, with AKD Consulting to extend the contract term through December 31, 2019.
AMENDMENT NO. 3 TO CONTRACT NO. 917
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
AKD CONSULTING

This Amendment No. 3 to Contract No. 917, is made and entered into this 18th day of April, 2019 (“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), which is now known as the Albert Robles Center (ARC) construction project; and

B. WHEREAS, on March 21, 2018 the District and Consultant executed Amendment No.1 in order to increase the contract budget by an amount not to exceed Sixteen Thousand Nine Hundred Thirty Dollars ($16,930.00) to evaluate the ARC 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, on August 18, 2018 the District and Consultant executed Amendment No. 2, where both parties agreed to amend the term of the agreement, increase the contract budget by an amount not to Fifty Thousand Dollars ($50,000), and amend Consultant’s scope of work to include an evaluation of Change Order No. 4 for J.F. Shea Construction, Inc., a review of GHD’s Contract Amendment No. 3 which was executed to provide assistance to the District during the initial two years of plant transitional operations, and continued assessments of the overall ARC project and schedule; and

D. WHEREAS, the District and Consultant desire to enter into this Amendment No. 3 in order to extend the term of the agreement to December 31, 2019 to continue with the scope of services provided by Consultant, as set forth below.
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. Term of Agreement: The term of the Agreement shall be extended to December 31, 2019 (the “Expiration Date”).

2. Remaining Portions of the Agreement: Except as otherwise expressly set forth in this Amendment No. 3, 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. 3 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

________________________________________________________
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”

AMENDMENT NO. 2
(INCLUDES AMENDMENT NO. 1 AND CONTRACT NO. 917)
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 18th
day of August, 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., a review of the
documentation for GHD’s Contract Amendment No. 3, which was recently executed to
provide assistance during the initial two years of plant transitional operations, and
continued assessments of the overall project and schedule.

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 Fifty Thousand Dollars ($50,000.00) on a time and materials basis.
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 consultant rate schedule, attached hereto as Exhibit “B-1”, incorporated herein by these references.

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
Ashok K. Dhingra
Print Name
Principal
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”

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 21st 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
ASHOK K DHINGRA
Print Name
PRINCIPAL
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
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

WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA

Signature

Willard H. Murray, Jr.

Print Name

Secretary, Board of Directors

Title

Approved As To Form

LEAL, TREJO APC

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

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

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

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

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

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

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

12.2.9 Evidence of Insurance – Prior to execution of the agreement, the Consultant shall file with District a certificate of insurance signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer’s representative. Such evidence shall also comply with the Evidence and Required Forms of Insurance attached hereto as Exhibit 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 policies required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or 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)
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. Desai
Print Name
PRINCIPAL
Title

Approved As To Form
LEAL, TREJO LLP
Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California

Professional Services Contract
AKD Consulting
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@wrd.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.wrd.org/business/water-replenishment-business.php. The Q&A table will be updated regularly as questions are received from prospective proposers.

DEADLINE FOR PROPOSALS: Five (5) hard copies and one (1) electronic copy of the proposal must be received in a sealed envelope by WRD no later than 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.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>2.0 BACKGROUND</td>
<td>2</td>
</tr>
<tr>
<td>2.1 GRIP Advanced Water Treatment Facility (AWTF)</td>
<td>2</td>
</tr>
<tr>
<td>2.2 OE/OA Team and Services</td>
<td>4</td>
</tr>
<tr>
<td>2.3 Design Build Entity (DBE)</td>
<td>6</td>
</tr>
<tr>
<td>2.4 Reference Documents</td>
<td>7</td>
</tr>
<tr>
<td>3.0 SCOPE OF WORK</td>
<td>7</td>
</tr>
<tr>
<td>TASK 2 – Project Management and Meetings</td>
<td>8</td>
</tr>
<tr>
<td>Task 2.1 – Project Management</td>
<td>8</td>
</tr>
<tr>
<td>Task 2.2 – Meetings</td>
<td>9</td>
</tr>
<tr>
<td>TASK 3 (Optional) – Monthly Review and Letter Reports</td>
<td>9</td>
</tr>
<tr>
<td>4.0 DESIRED QUALIFICATIONS</td>
<td>9</td>
</tr>
<tr>
<td>5.0 PROPOSAL CONTENTS</td>
<td>10</td>
</tr>
<tr>
<td>5.1 Title Page</td>
<td>10</td>
</tr>
<tr>
<td>5.2 Cover Letter</td>
<td>10</td>
</tr>
<tr>
<td>5.3 Table of Contents</td>
<td>10</td>
</tr>
<tr>
<td>5.4 Company Background</td>
<td>10</td>
</tr>
<tr>
<td>5.5 Project Overview and Approach</td>
<td>11</td>
</tr>
<tr>
<td>5.6 Additional Services</td>
<td>11</td>
</tr>
<tr>
<td>5.7 Experience and Record of Past Performance</td>
<td>11</td>
</tr>
<tr>
<td>5.8 Project Team and Qualifications</td>
<td>12</td>
</tr>
<tr>
<td>5.9 Conflict of Interest</td>
<td>13</td>
</tr>
<tr>
<td>5.10 Other Information</td>
<td>14</td>
</tr>
<tr>
<td>5.11 Exceptions to Standard Contract</td>
<td>14</td>
</tr>
<tr>
<td>5.12 Project Costs and Labor Hours</td>
<td>14</td>
</tr>
<tr>
<td>6.0 PROPOSAL SUBMISSION REQUIREMENTS</td>
<td>15</td>
</tr>
<tr>
<td>6.1 Proposal Format</td>
<td>15</td>
</tr>
<tr>
<td>6.2 Proposal Signing</td>
<td>15</td>
</tr>
<tr>
<td>6.3 Proposal Submittal Procedures</td>
<td>15</td>
</tr>
<tr>
<td>6.4 Questions Regarding the RFP</td>
<td>16</td>
</tr>
<tr>
<td>6.5 Proposal Preparation Costs</td>
<td>16</td>
</tr>
<tr>
<td>7.0 PRE-PROPOSAL MEETING</td>
<td>17</td>
</tr>
<tr>
<td>8.0 PROCUREMENT SCHEDULE AND PROCESS</td>
<td>17</td>
</tr>
<tr>
<td>8.1 Solicitation Schedule</td>
<td>17</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2 Selection Process</td>
<td>17</td>
</tr>
<tr>
<td>9.0 EVALUATION CRITERIA</td>
<td>18</td>
</tr>
<tr>
<td>9.1 Project Team and Qualifications</td>
<td>18</td>
</tr>
<tr>
<td>9.2 Project Understanding and Approach</td>
<td>19</td>
</tr>
<tr>
<td>9.3 Performance on Similar or Related Projects</td>
<td>19</td>
</tr>
<tr>
<td>9.4 Billing Rates</td>
<td>19</td>
</tr>
<tr>
<td>9.5 Organizational and Support Resources</td>
<td>20</td>
</tr>
<tr>
<td>9.6 Local Business Enterprise (LBE) and Small Business Enterprise (SBE) and Veteran Business Enterprise (VBE) Preference</td>
<td>20</td>
</tr>
<tr>
<td>10.0 GENERAL PROVISIONS</td>
<td>21</td>
</tr>
<tr>
<td>10.1 Entire Agreement</td>
<td>21</td>
</tr>
<tr>
<td>10.2 Contract Amendments</td>
<td>21</td>
</tr>
<tr>
<td>10.3 Term of Contract</td>
<td>21</td>
</tr>
<tr>
<td>10.4 Ownership and Use of Documents</td>
<td>21</td>
</tr>
<tr>
<td>10.5 Business Records Access and Retention</td>
<td>22</td>
</tr>
<tr>
<td>10.6 Termination</td>
<td>22</td>
</tr>
<tr>
<td>11.0 TERMS AND CONDITIONS</td>
<td>22</td>
</tr>
<tr>
<td>11.1 Proposal Rejection</td>
<td>22</td>
</tr>
<tr>
<td>11.2 Proposal Clarification and Requests for Additional Information</td>
<td>22</td>
</tr>
<tr>
<td>11.3 Proposal Validity Period</td>
<td>22</td>
</tr>
<tr>
<td>11.4 RFP Revisions and Addenda</td>
<td>23</td>
</tr>
<tr>
<td>11.5 Confidentiality</td>
<td>23</td>
</tr>
<tr>
<td>12.0 LEGAL POLICIES</td>
<td>24</td>
</tr>
<tr>
<td>12.1 Compliance</td>
<td>24</td>
</tr>
<tr>
<td>12.2 Governing Laws and Requirements</td>
<td>24</td>
</tr>
<tr>
<td>12.3 Public Releases</td>
<td>24</td>
</tr>
<tr>
<td>12.4 Business License</td>
<td>24</td>
</tr>
<tr>
<td>12.5 WRD’s Property</td>
<td>24</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

## LIST OF FIGURES
Figure 1 – WRD Service Area and GRIP Site Location
Figure 2 – Proposed Site Plan of the GRIP Advanced Water Treatment Facility

## LIST OF TABLES
Table 1 – Summary of OE/OA Team and Responsibilities
Table 2 – Summary of OE/OA Services and Cost

## LIST OF ATTACHMENTS
Attachment A – Form for Key Personnel Participation on the Project
Attachment B – Form for Consultant and Subconsultant Status as LBE, SBE, and VBE
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>
</tr>
</thead>
<tbody>
<tr>
<td>GHD</td>
<td>OE/OA team management</td>
</tr>
<tr>
<td>Buier Engineering, Inc.</td>
<td>Construction quality assurance/quality control and inspection</td>
</tr>
<tr>
<td>Cedro Construction</td>
<td>Postholing services</td>
</tr>
<tr>
<td>Downey Brand</td>
<td>Title 22 Engineering Report and permitting</td>
</tr>
<tr>
<td>GSI</td>
<td>Suppierental recharge well design and well drilling oversight</td>
</tr>
<tr>
<td>Hunt Ortmann</td>
<td>Alternative project delivery procurement and DBE contract</td>
</tr>
<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>
</tr>
<tr>
<td>Nellor Environmental</td>
<td>Title 22 Engineering Report and permitting</td>
</tr>
<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. Papadopulos &amp;</td>
<td>Supplemental recharge well design</td>
</tr>
<tr>
<td>Associates Inc.</td>
<td></td>
</tr>
<tr>
<td>Schlumberger</td>
<td>Geological services during well drilling</td>
</tr>
</tbody>
</table>
TABLE 1
Summary of OE/OA Team and Responsibilities

<table>
<thead>
<tr>
<th>OE/OA Team Member</th>
<th>Responsibility</th>
</tr>
</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 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>
| 3     | • Additional hydraulic modeling to support the Supplemental Environmental Impact Report for the supplemental recharge wells  
       • SRF/RMC grant(s) development                                                                                                                                                                                                                                              | October 2016        | $5,486,000      |
|       | • Design review and support services during design-build “final design development/project progression”,  
       • Quality assurance review/oversight (full-time resident engineer and inspection services) during two-year construction period (i.e. July 2016 through July 2018)  
       • Supplemental recharge wells quality assurance design review/construction oversight related work, well completion recording  
       • Owner furnished equipment design and procurement development  
       • SRF/RMC grants development, management, and administration                                                                                                                                                                                                        |                     |                 |
|       | **TOTAL**                                                                                                                                                                                                                                                                                                                                |                     | **$10,455,911** |

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-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 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 GRJP” 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@wrdf.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.

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>RFP Issued by WRD</th>
<th>November 7, 2016</th>
</tr>
</thead>
<tbody>
<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.</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

November 7, 2016
RFP for Professional Services for a Review of the Alternative Project Delivery Process for GRIP
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

November 7, 2016
RFP for Professional Services for a Review of the Alternative Project Delivery Process for GRIP
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 Pici, 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  
Initiate Review of GRIP documents  
Kick Off Meeting  
District to request information on Progressive DB and DBB  
Conduct Interviews (1) and Site Visit & Meeting  
Initiate Review Progressive DB & DBB;  
Progress Meeting with the District & Conduct Interviews (4 or 5)  
Progress Meeting with the District & Conduct Interviews (4 or 3)  
Submit Draft of Letter Report  
Progress Meeting with the District (receive comments)  
Submit Final Report  

March 2, 2017
March 2, 2017
March 14, 2017
March 13, 2017
March 14, 2017
March 28, 2017*
March 28, 2017
April 10, 2017
May 3, 2017
May 15, 2017
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)
## AKD Consulting
### TASK 1 & Task 2 Fees

<table>
<thead>
<tr>
<th>Task</th>
<th>Project Manager Hours/190</th>
<th>Scheduler Hours/195</th>
<th>Data Analyst Hours/111</th>
<th>Administrative Assistant Hours/596</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK 1-Review of Project Documents &amp; Site Visit Interview up to 5 persons</td>
<td>40</td>
<td>8</td>
<td>8</td>
<td></td>
<td>$12,366.00</td>
</tr>
<tr>
<td>Comparison with other projects DB(3) and DBB(2) Review of Alternative Project Delivery Process and Preparation of First Draft Letter Report Final Letter Report</td>
<td>27</td>
<td>10</td>
<td>8</td>
<td>8</td>
<td>$10,092.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>80</td>
<td>12</td>
<td></td>
<td></td>
<td>$24,856.00</td>
</tr>
<tr>
<td>TASK 2 – Project Management and Meetings Task 2.1 – Project Management</td>
<td>32</td>
<td>8</td>
<td>8</td>
<td></td>
<td>$11,320.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>16</td>
<td>6</td>
<td></td>
<td></td>
<td>$5,216.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>231</td>
<td>0</td>
<td>32</td>
<td>68</td>
<td>$83,852.00</td>
</tr>
</tbody>
</table>

* Based on a 10 week duration

Total Hours

| Total Fee Task 1 & 2 | $77,070.00 |

### Task 3 - Monthly Review and Letter Reports

| Review monthly report by DBE exclusive of schedule activities. Schedule review not included in this task. | 3 | $670.00 |
| Review Correspondence | 4 | $1,160.00 |
| Site Visit and 2 Interviews | 5 | $1,450.00 |
| Preparation of Letter Report | 4 | $1,620.00 |
| Total Hours | 10 | 3.75 | 19.75 |
| Monthly Fee For Task 3 | $5,000.00 |

Monthly Reports per Task 3 June 2017 to October 2018 (18 months) $90,006.00

Total Fee $167,076.00
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-E3] 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 Doc. 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.

Water Replenishment District of Southern California

Exhibit C
Evidence and Required Forms of Insurance

Professional Services Contract
AKD Consulting
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,

Ashok K. Dhingra, P.E., S.E.
Principal
**EXHIBIT “B-1”**
**CONSULTANT RATE SCHEDULE**

All work will be conducted on a time and materials basis according to the consultant rate schedule specified below.

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$290</td>
</tr>
<tr>
<td>Scheduler</td>
<td>$195</td>
</tr>
<tr>
<td>Data Analyst</td>
<td>$111</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$96</td>
</tr>
</tbody>
</table>

Additional staff shall not be obligated to perform services or incur expenses that is absent prior written approval from the District.
MEMORANDUM
ITEM NO. 6

DATE: APRIL 11, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: PURCHASE OF WONDERWARE LICENSE UPGRADE

SUMMARY
On October 1, 2015, the Board of Directors adopted Resolution No. 15-1019, which specifies Wonderware System Platform as the standard for the Supervisory Control and Data Acquisition (SCADA) system software for all WRD treatment facilities, including the Central Information System (CIS). The CIS resides at the District’s headquarters in Lakewood. This system serves as the central repository for operational data from all treatment facilities. Commonly referred to as the Enterprise Historian, the CIS ensures all data is stored in a centralized and secure location, while providing WRD staff the capability of accessing data from the Lakewood headquarters. In addition, the CIS allows for real-time monitoring of plant operations. SCADA control screens utilized locally at each plant by the operations staff are displayed at the CIS.

During programming of the control system at ARC, additional I/O points were added to account for additional data collection on the Ultraviolet (UV) Advanced Oxidation System. In addition, associated alarm status information for these points were also needed. This resulted in thousands of new tags being generated compared to the original design. The CIS Enterprise Historian license tag count cannot accommodate this increase. All District facilities currently back up their data, and are visible, at the CIS. Without upgrading the CIS Enterprise Historian license to account for these additional tags, ARC will not be able to back up its data or be viewable at the CIS. If the Historian is not upgraded, a different solution for remote access of ARC operations would need to be developed, since the remote access architecture is linked to the configuration at the CIS. The cost of upgrading this license from Wonderware California, the District’s SCADA system platform, is $83,263.

FISCAL IMPACT
The amount of $ 83,263 will be drawn from the ARC Operations budget: Project 033, General Ledger (GL) Code 5622. Sufficient funds are available in this GL for operational expenses incurred to the end of the current 18-19FY.
STAFF RECOMMENDATION

The Capital Improvement Project (CIP) Committee recommends that the Board of Directors approve the purchase of the upgrade license from Wonderware California at a cost of $83,263.