MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA., 90712
11:00 A.M., THURSDAY, OCTOBER 17, 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. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PUBLIC COMMENT

   Pursuant to Government Code Section 54954.3

5. ADDITIONAL ITEMS TO THE AGENDA

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

6. CONSENT CALENDAR

   6A. APPROVE THE MINUTES OF JULY 18, 2019 BOARD OF DIRECTORS MEETING

       Staff Recommendation: Staff recommends that the Board of Directors approve the minutes of the July 18, 2019 Board of Directors Meeting as submitted.

   6B. APPROVE THE MINUTES OF AUGUST 14, 2019 BOARD OF DIRECTORS MEETING

       Staff Recommendation: Staff recommends that the Board of Directors approve the minutes of the August 14, 2019 Board of Directors Meeting as submitted.

   6C. APPROVE THE MINUTES OF SEPTEMBER 5, 2019 BOARD OF DIRECTORS MEETING

       Staff Recommendation: Staff recommends that the Board of Directors approve the minutes of the September 5, 2019 Board of Directors Meeting as submitted.
6D. **AUTHORIZATION TO PAY FOR NEWSLETTER PRINTING AND MAILING**  
*Capital Improvement Projects (CIP) Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize payment to KBC Mailing in an amount not to exceed $11,500 and to Continental Colorcraft printing in an amount not to exceed $24,000.

6E. **AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 907 WITH CLIMATE PRO MECHANICAL FOR HVAC SERVICE**  
*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Amendment No. 1 to Contract No. 907, subject to approval as to form by District Counsel, with Climate Pro Mechanical for additional HVAC mechanical services for an additional amount not to exceed $30,000, with a contract term ending October 31, 2022.

6F. **AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 900 WITH LIFTECH ELEVATOR SERVICES FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES**  
*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Amendment No. 1 to Contract No. 900, subject to approval as to form by District Counsel, with Liftech Elevator Services for the continuation of elevator maintenance services for an amount not to exceed $14,680, with a contract term ending November 30, 2021.

7. **AWARD OF CONTRACT TO DC FROST ASSOCIATES, INC.**  
*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a general services agreement, subject to approval as to form by District Council, with DC Frost Associates, Inc for an amount not to exceed $93,200.
8. **CONTRACT AMENDMENT NO. 3 WITH BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNWOOD**

*Groundwater Quality (GWQ) Committee Recommendation:* The Groundwater Quality (GWQ) Committee recommends that the Board of Directors approve execution of Contract Amendment No. 3 with Butier Engineering Inc. for construction management services for three Safe Drinking Water approved projects for an additional amount not to exceed $101,000 through February 29, 2020 subject to approval as to form by District Counsel.

9. **ADOPT RESOLUTION NO. 19-1121 - JOINT RESOLUTION OF THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWER AUTHORITY APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD**

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Resolution 19-1121, subject to approval as to form by District Counsel, with GWMA appointing Robb Whitaker as the primary board member and Esther Rojas, Diane Gatza, and Lyndsey Bloxom as alternate members to represent the District and approve the annual 2019-20 membership dues for an amount not to exceed $15,000.

10. **DISTRICT COUNSEL’S REPORT**

11. **GENERAL MANAGER’S REPORT**

12. **AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS**

13. **WRD BOARD MEETING DATES**

   13A. Thursday November 7, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

   13B. Thursday November 21, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

   13C. Thursday December 5, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

   13D. Thursday December 19, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
14. CLOSED SESSION

14A. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two (2) Matters

14B. Public employee performance evaluation pursuant to Government Code section 54957 Title: General Manager

15. CLOSED SESSION REPORT

16. ADJOURNMENT

The Board will adjourn to the next Board of Directors meeting currently scheduled for Thursday, November 7, 2019, at 11:00 a.m.

In compliance with ADA requirements, this document can be made available in alternative formats upon request.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact the 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.

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. 6A

DATE: OCTOBER 17, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF JULY 18, 2019 BOARD OF DIRECTORS MEETING

SUMMARY
A meeting of the Board of Directors of the Water Replenishment District was held on Thursday, July 18, 2019 at 11:00 a.m. at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President John D. S. Allen called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approve the minutes of the July 18, 2019 Board of Directors Meeting as submitted.
MINUTES OF JULY 18, 2019
MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT

A meeting of the Board of Directors of the Water Replenishment District was held on Thursday, July 18, 2019 at 11:00 a.m. at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President John D. S. Allen called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
   Quorum Present: Yes
   Meeting Attendees: Excused or Late Arrival Time:
   
   President Allen____________________ PRESENT
   Director Calderon_________________ EXCUSED
   Director Murray___________________ EXCUSED
   Director DeWitt___________________ PRESENT
   Director Katherman________________ PRESENT

2. PLEDGE OF ALLEGIANCE
   WRD Engineer Jessica Koop led the Pledge of Allegiance.

3. INVOCATION
   President Allen gave the Invocation.

4. PUBLIC COMMENT
   David Gonzales of Pico Water District provided public comment, promoting his District’s golf tournament on August 9th by mentioning that it would be for a good cause.

   WRD General Manager Robb Whitaker introduced the District’s newest engineer Mario Bautista, who stated that he was happy to join the WRD team.

5. ADDITIONAL ITEMS TO THE AGENDA
   There were no additional items added to the agenda.

6. CONSENT CALENDAR

   6A. AMENDMENT AND SUBSEQUENT CLOSEOUT OF THE 6-MONTH SERVICES CONTRACT WITH UNIVAR FOR SUPPLY AND DELIVERY OF CHEMICALS TO ALL WRD TREATMENT FACILITIES Capital Improvement Projects (CIP) Committee Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors amend the Univar contract budget by $14,000 to satisfy all remaining invoices, whereby the interim contract would then be closed.
6B. AUTHORIZE REPAIR WORK OF THE CHEMICAL TANK PLATFORM AT THE LEO J. VANDER LANS TREATMENT PLANT AND REQUEST TO ISSUE A PURCHASE ORDER TO CJI  

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvements Projects (CIP) Committee recommends that the Board of Directors approve the Purchase Order with CJI Process Systems for phase 1 repairs of the LVL FRP platform for an amount not to exceed $20,000.

6C. RENEWAL OF CITYWORKS SOFTWARE LICENSE FOR ALL WRD TREATMENT PLANTS  

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize the current renewal of the Cityworks’ License for an amount of $14,500, and future renewals at the rate of $20,000, plus 10% contingency.

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<tr>
<th>First:</th>
<th>Katherman</th>
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<td>Second:</td>
<td>Dewitt</td>
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<tr>
<td>Discussion:</td>
<td>None</td>
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<tr>
<td>Vote:</td>
<td>Allen, Yes Calderon, Excused; Katherman, Yes; DeWitt, Yes; Murray, Excused</td>
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<td>Result:</td>
<td>CONSENT CALENDAR PASSED</td>
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7. CONTRACT AMENDMENT NO. 2 WITH BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNWOOD  

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve execution of Contract Amendment No. 2 with Butier Engineering Inc. for construction management services for three Safe Drinking Water approved projects for an additional amount not to exceed $170,000 subject to approval as to form by District Counsel.

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<td>Discussion:</td>
<td>None</td>
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<tr>
<td>Vote:</td>
<td>Allen, Yes Calderon, Excused; Katherman, Yes; DeWitt, Yes; Murray, Excused</td>
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<tr>
<td>Result:</td>
<td>ITEM 7 PASSED</td>
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8. WRD ADMINISTRATION BUILDING HVAC AUTOMATION SERVICE CONTRACTS WITH CLIMATEC LLC  

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a Technical Support Agreement with Climatec, LLC, subject to approval of form by District Counsel, for $65,000 plus $10,000 contingency, for a total amount not to exceed $75,000 to upgrade the automation software of the current system and to provide maintenance services for the building environmental control system over a period of three years.
9. AUTHORIZE RELEASE OF A REQUEST FOR BIDS (RFB) FOR THE LEO J. VANDER LANS WATER TREATMENT FACILITY CALCIUM CHLORIDE BULK STORAGE EXPANSION PROJECT  

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvements Projects (CIP) Committee recommends that the Board of Directors authorize the release of a Request for Bids (RFB) for the Leo J. Vander Lans Water Treatment Facility Calcium Chloride Bulk Storage Expansion Project.

Ms. Koop provided a brief overview on the item before Director Katherman made a motion to move the recommendation.

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<tr>
<td>Discussion:</td>
<td>None</td>
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<tr>
<td>Vote:</td>
<td>Allen, Yes Calderon, Excused; Katherman, Yes; DeWitt, Yes; Murray, Excused</td>
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<tr>
<td>Result:</td>
<td>ITEM 8 PASSED</td>
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10. RESERVE FUND POLICY  

*Budget Advisory Committee (BAC) Recommendation:* For discussion and possible action.

Mr. Whitaker provided points of background for the reserve fund policy by giving a history of the Water Replenishment District Act. He stated that the District had worked with the Budget Advisory Committee and sought their input on a reserve fund policy.

Director Katherman then provided an overview, stating that the Operating Reserve had gone from $8 million to $20 million and that the Debt Service Reserve had gone from $14.8 million to $3.2 million. Additionally, the $3.2 million would need to roll over each year. He provided additional reserve funds and their target amounts. Discussion followed.

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<td>Discussion:</td>
<td>None</td>
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<td>Roll Call Vote:</td>
<td>Allen, Yes Calderon, Excused; Katherman, Yes; DeWitt, Yes; Murray, Excused</td>
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<tr>
<td>Result:</td>
<td>ITEM 10 PASSED</td>
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11. 5-YEAR STRATEGIC PLAN

**Capital Improvement Projects (CIP) Committee Recommendation:** The Capital Improvement Projects (CIP) recommends that the Board of Directors approve the 5-Year Strategic Plan.

Senior Analyst Lyndsey Bloxom provided a brief presentation on the updated 2019 Strategic Action Plan.

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<td>Discussion:</td>
<td>None</td>
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<td>Roll Call Vote:</td>
<td>Allen, Yes;</td>
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<td></td>
<td>Calderon, Excused; Katherman, Yes; DeWitt, Yes; Murray, Excused</td>
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<td>ITEM 11 PASSED</td>
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12. DISTRICT COUNSEL’S REPORT

There was no district counsel’s report.

13. GENERAL MANAGER’S REPORT

Mr. Whitaker deferred to the General Manager’s written report for review.

14. AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS

Compliance reports were submitted in writing.

Director Dewitt provided an overview on the meeting with Pico Water District and said that the WRD staff did a great job.

Director Katherman suggested a staff preview of the ARC facility before the grand opening. Discussion followed.

Director Allen stated that the Board retreat on July 13th was a very good meeting where all items were discussed.

15. WRD BOARD MEETING DATES

A. Thursday, August 1, 2019 - 11:00 a.m. - Special Board of Directors Meeting

B. Thursday, August 15, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

C. Thursday, September 5, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

D. Thursday, September 19, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

16. CLOSED SESSION

The Board went into closed session on the following matters at 11:48 a.m.

A. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two (2) Matters
17. CLOSED SESSION REPORT
The Board reconvened at 12:47 p.m. District Counsel H. Francisco Leal stated that a status report had been provided by counsel and staff with no formal action taken.

18. ADJOURNMENT
There being no further business to come before the Board, the meeting was adjourned at 12:48 p.m. to its next Board meeting on August 1, 2019 at 11:00 a.m.

___________________________
Chair

ATTEST:

___________________________
Member

Approved in minutes of:

Unapproved Minutes
DATE: OCTOBER 17, 2019

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE THE MINUTES OF AUGUST 14, 2019 BOARD OF DIRECTORS MEETING

SUMMARY
A special meeting of the Board of Directors of the Water Replenishment District was held on Wednesday, August 14, 2019 at 11:00 a.m. at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President John D. S. Allen called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approve the minutes of the August 14, 2019 Board of Directors Meeting as submitted.
MINUTES OF AUGUST 14, 2019
SPECIAL MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT

A special meeting of the Board of Directors of the Water Replenishment District was held on Wednesday, August 14, 2019 at 11:00 a.m. at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President John D. S. Allen called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
   Quorum Present: Yes
   Meeting Attendees:  
   - President Allen____________________ PRESENT
   - Director Calderon_________________ EXCUSED
   - Director Murray___________________ EXCUSED
   - Director DeWitt___________________ PRESENT
   - Director Katherman_______________ PRESENT

2. PLEDGE OF ALLEGIANCE
   Assistant General Manager/Chief Administrative Officer Ted Johnson led the Pledge of Allegiance.

3. INVOCATION
   President Allen gave the Invocation.

4. PUBLIC COMMENT
   None.

5. ADDITIONAL ITEMS TO THE AGENDA
   There were no additional items added to the agenda.

6. 6. CONSENT CALENDAR

6A. AUTHORIZE PURCHASE OF MICROSOFT OFFICE 365 SOFTWARE LICENSES
   Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors authorize staff to purchase the proposed licenses for $25,772.40.

6B. AUTHORIZATION TO EXECUTE REIMBURSEMENT AGREEMENT WITH CITY OF PICO RIVERA FOR ADDITIONAL PAVING ON SAN GABRIEL RIVER PARKWAY FOR THE ALBERT ROBLES CENTER CONSTRUCTION PROJECT
   Capital Improvement Projects (CIP) Committee Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors execute a Reimbursement Agreement with the City of Pico Rivera to allow the City of Pico Rivera to reimburse WRD 100% for the additional paving along San Gabriel River Parkway for the Albert Robles Center (ARC) construction project.
6C. AWARD OF CONTRACT TO CORPORATE BUSINESS INTERIORS FOR FURNITURE PROCUREMENT, DELIVERY, AND INSTALLATION SERVICES FOR THE ALBERT ROBLES CENTER

Capital Improvement Projects (CIP) Committee Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a General Services Agreement, subject to approval as to form by District Counsel, with Corporate Business Interiors to order furniture from Allsteel, Inc. and Mity-Lite, Inc., and deliver and install the furniture for an amount of $15,856.31, plus a 10% contingency of $1,586, for a total cost not to exceed $17,443 (rounded) with a contract term that ends June 30, 2020.

6D. UPDATE TO THE JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY (USGS) FOR GROUNDWATER MONITORING WELLS TO ALLOW FOR THE USGS TO INCREASE THEIR FUNDING CONTRIBUTION

Water Resources Committee Recommendation: The Water Resources Committee recommends that the Board of Directors approve an update to the Joint Funding Agreement with the U.S. Geological Survey (USGS) to allow the USGS to add $70,000 of their funding contribution to the monitoring well project, subject to approval as to form by District Counsel.

Vote: Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Excused;
Result: CONSENT CALENDAR PASSED

7. APPROVAL OF A CONTRACT FOR CATERING SERVICES FOR THE ARC GRAND OPENING

External Affairs Committee Recommendation: The External Affairs Committee recommends that the Board of Directors approve a contract with Thank Goodness it’s Sofia (TGIS) for the ARC Grand Opening, subject to approval as to form by District Counsel, for a cost of $34,541.31 plus a contingency amount of $458.69, for a total contract amount not to exceed $35,000.

Vote: Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Excused;
Result: ITEM 7 PASSED

8. APPROVAL OF A CONTRACT FOR THE RENTAL OF AIR CONDITIONING UNITS FOR THE ARC GRAND OPENING EVENT

External Affairs Committee Recommendation: The External Affairs Committee recommends that the Board of Directors approve a contract with La Brea Air Inc. for the ARC Grand Opening, subject to approval as to form by District Counsel, for a cost of $15,930.00 plus a contingency amount of $70.00, for a total contract amount not to exceed $16,000.00.

First: Katherman
9. APPROVAL OF A CONTRACT FOR ARC GRAND OPENING FOR AUDIO AND VISUAL EQUIPMENT

External Affairs Committee Recommendation: The External Affairs Committee recommends that the Board of Directors approve a contract with McCune Audio and Visual for the ARC Grand Opening, subject to approval as to form by District Counsel, for a cost of $14,396.50 plus a contingency amount of $1,603.50, for a total contract amount not to exceed $16,000.00.

Vote: Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Excused;
Result: ITEM 8 PASSED

10. AWARD OF CONTRACT TO PACWEST SECURITY SERVICES TO PROVIDE SECURITY SERVICES FOR THE ALBERT ROBLES CENTER AND FIELD OPERATIONS AND STORAGE ANNEX FACILITY

Capital Improvement Projects (CIP) Committee Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a General Services Agreement, subject to approval as to form by District Counsel, with PACWEST Security Services to provide security services for the Albert Robles Center (ARC) and Field Operations and Storage Annex Facility for a cost of $1,362,821, plus a 10% contingency of $136,282 for unforeseen conditions, for a total amount not to exceed $1,499,103 and with a contract term that ends on December 31, 2022.

Vote: Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Excused;
Result: ITEM 10 PASSED

11. TECHNICAL ASSISTANCE PROVIDER FOR THE STATE WATER RESOURCES CONTROL BOARD

Water Resources Committee Recommendation: The Water Resources Committee recommends that the Board of Directors authorize the General Manager to begin negotiations with the State Water Resources Control Board for WRD to become a Technical Assistance Provider.

Maria Kennedy of Kennedy Communications provided a brief overview on this item. Ms. Kennedy stated that WRD’s engineering services would be of use to the State Water Resources Control Board as they had requested the District’s assistance.
12. DISTRICT COUNSEL’S REPORT
There was no District Counsel’s report.

13. GENERAL MANAGER’S REPORT
WRD General Manager Robb Whitaker deferred to the General Manager’s written report for review.

14. AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS
Compliance reports would be submitted in writing.

Director Dewitt commended WRD staff on their presentations at Congresswoman Nanette Barragan’s 3rd Annual Senior Briefing and Health Fair on Friday, August 9th.

15. WRD BOARD MEETING DATES
A. Thursday, September 5, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
B. Thursday, September 19, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
C. Thursday, October 3, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
D. Thursday, October 17, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

16. CLOSED SESSION
A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9 Name of Case: Water Replenishment District v. Woods
B. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two (2) Matters

17. CLOSED SESSION REPORT
District Counsel H. Francisco Leal stated there was nothing to report.

18. ADJOURNMENT
There being no further business to come before the Board, the meeting was adjourned at 9:19 a.m. to its next Board meeting on September 5, 2019 at 11:00 a.m.
Chair

ATTEST:

___________________________

Member

Approved in minutes of:

___________________________
DATE: OCTOBER 17, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF SEPTEMBER 5, 2019 BOARD OF DIRECTORS MEETING

SUMMARY
A meeting of the Board of Directors of the Water Replenishment District was held on Thursday, September 5, 2019 at 11:16 a.m. at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President John D. S. Allen called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approve the minutes of the September 5, 2019 Board of Directors Meeting as submitted.
MINUTES OF SEPTEMBER 5, 2019
MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT

A meeting of the Board of Directors of the Water Replenishment District was held on Thursday, September 5, 2019 at 11:16 a.m. at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President John D. S. Allen called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
   Quorum Present: Yes
   Meeting Attendees: Excused or Late Arrival Time:
   President Allen____________________ PRESENT
   Director Calderon_________________ PRESENT
   Director Murray___________________ EXCUSED
   Director DeWitt___________________ PRESENT
   Director Katherman_______________ PRESENT

2. PLEDGE OF ALLEGIANCE
   Director Calderon led the Pledge of Allegiance.

3. INVOCATION
   Director Calderon gave the Invocation.

4. PUBLIC COMMENT
   Bill Minasian, a resident of Downey and frequent attendee of Board meetings, congratulated the Board of Directors on the grand opening of the Albert Robles Center. Mr. Minasian stated that he was confused as to when the opening was and suggested that the Board make opening dates more accessible to the public in the future.

   WRD Assistant General Manager/Chief Administrative Officer Ted Johnson introduced the District’s new Chief Financial Officer, Lawrence Chiu, to the Board.

5. ADDITIONAL ITEMS TO THE AGENDA
   There were no additional items added to the agenda.

6. CONSENT CALENDAR

   6A. APPROVE THE MINUTES OF JANUARY 17, 2019
       Staff recommends that the Board of Directors approve the minutes of the January 17, 2019 Board of Directors Meeting as submitted.

   6B. APPROVE THE MINUTES OF FEBRUARY 21, 2019
       Staff recommends that the Board of Directors approve the minutes of the February 21, 2019 Board of Directors Meeting as submitted.
6C. APPROVE THE MINUTES OF MARCH 6, 2019 \textit{Staff Recommendation}: Staff recommends that the Board of Directors approve the minutes of the March 6, 2019 Board of Directors Meeting as submitted.

6D. APPROVE THE MINUTES OF THE SPECIAL MEETING OF MARCH 6, 2019 \textit{Staff Recommendation}: Staff recommends that the Board of Directors approve the minutes of the special meeting of March 6, 2019 Board of Directors Meeting as submitted.

6E. APPROVE THE MINUTES OF MARCH 21, 2019 \textit{Staff Recommendation}: Staff recommends that the Board of Directors approve the minutes of the March 21, 2019 Board of Directors Meeting as submitted.

6F. AMENDMENT WITH ORANGE COUNTY WATER DISTRICT FOR MONITORING WELL ACCESS RELATED TO THE RECYLCED WATER PERMIT FOR THE LEO J. VANDER LANS ADVANCED WATER TREATMENT FACILITY \textit{Water Resources Committee Recommendation}: The Water Resources Committee recommends that the Board of Directors approve an amendment to the Orange County Water District monitoring well access agreement, subject to approval of form by District Counsel, to allow access to the monitoring wells through 2024.

First: Calderon  
Second: Katherman  
Discussion: None  
Vote: Allen, Yes Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Yes;  
Result: CONSENT CALENDAR PASSED 4,0

7. AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH WOODARD & CURRAN FOR DEVELOPMENT OF A CUSTOMER PORTAL FOR WATER PRODUCERS AND RIGHTS HOLDERS \textit{Water Resources Committee Recommendation}: The Water Resources Committee recommends that the Board of Directors approve a Professional Services Agreement, subject to approval as to form by District Counsel, with Woodard & Curran for the development of a customer portal for water producers and rights holders for an amount not to exceed $165,000.

Director Katherman opened by stating that this award would be paid for with funds from the District’s Watermaster Administrative Body funds. Data and Technology Services Supervisor Evan Lue provided a presentation on the item, stating that this would optimize water rights transactions.

Christy Kennedy, a representative from Woodard & Curran introduced herself to the Board for questions. Discussion followed.

First: Katherman  
Second: Dewitt
8. REQUEST TO ISSUE A PURCHASE ORDER TO CDWG FOR FY 19-20 BUDGETED INFORMATION TECHNOLOGY PURCHASES

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors authorize staff to issue a purchase order to CDWG in the amount $215,000.

Director Calderon provided a brief overview.

9. ADOPT RESOLUTION NO. 19-1112 NEGOTIATED TAX EXCHANGE RESOLUTION ANNEXATION OF PROJECT L076-2018 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors adopt Resolution 19-1112 approving and accepting the negotiated tax exchange resolution annexation of project L076-2018 to County Lighting Maintenance District 1687.

Upon a roll call vote that included 4 ayes, the resolution passed 4-0.

10. ADOPT RESOLUTION NO. 19-1113 NEGOTIATED TAX EXCHANGE RESOLUTION ANNEXATION OF PETITION NO. 72-1016 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors adopt Resolution 19-1113 approving and accepting the negotiated tax exchange resolution annexation of petition NO. 72-1016 to County Lighting Maintenance District 1687.
Upon a roll call vote that included 4 ayes, the resolution passed 4-0.

11. APPROVAL OF RESOLUTION NUMBER 19-1114 TO SUPPORT THE NOMINATION OF SARAH PALMER AS A CANDIDATE FOR THE POSITION OF ACWA VICE PRESIDENT

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors adopt Resolution Number 19-1114 to support Sarah Palmer in her bid to become the next ACWA Vice President.

<table>
<thead>
<tr>
<th>First:</th>
<th>Calderon</th>
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<tbody>
<tr>
<td>Second:</td>
<td>Katherman</td>
</tr>
<tr>
<td>Discussion:</td>
<td>None</td>
</tr>
<tr>
<td>Vote:</td>
<td>Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Excused;</td>
</tr>
<tr>
<td>Result:</td>
<td>ITEM 11 PASSED</td>
</tr>
</tbody>
</table>

Upon a roll call vote that included 4 ayes, the resolution passed 4-0.

12. APPROVAL OF RESOLUTION NUMBER 19-1115 ADOPTING THE SEPTEMBER 2019 WRD ADMINISTRATIVE CODE

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors approve Resolution Number 191115 adopting the September 2019 WRD Administrative Code.

<table>
<thead>
<tr>
<th>First:</th>
<th>Katherman</th>
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<tbody>
<tr>
<td>Second:</td>
<td>Dewitt</td>
</tr>
<tr>
<td>Discussion:</td>
<td>None</td>
</tr>
<tr>
<td>Vote:</td>
<td>Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Excused;</td>
</tr>
<tr>
<td>Result:</td>
<td>ITEM 12 PASSED</td>
</tr>
</tbody>
</table>

Upon a roll call vote that included 4 ayes, the resolution passed 4-0.

13. APPROVAL OF RESOLUTION NUMBER 19-1116 ADOPTING THE SEPTEMBER 2019 WRD EMPLOYEE HANDBOOK

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors approve Resolution Number 191116 adopting the September 2019 WRD Employee Handbook.

<table>
<thead>
<tr>
<th>First:</th>
<th>Calderon</th>
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<tbody>
<tr>
<td>Second:</td>
<td>Katherman</td>
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<tr>
<td>Discussion:</td>
<td>None</td>
</tr>
<tr>
<td>Vote:</td>
<td>Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Yes;</td>
</tr>
<tr>
<td>Result:</td>
<td>ITEM 13 PASSED</td>
</tr>
</tbody>
</table>

Upon a roll call vote that included 4 ayes, the resolution passed 4-0.
14. WRD JOB CLASSIFICATIONS AND ORGANIZATIONAL CHART

Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors adopt the District Organizational structure as described herein, along with the attached draft Job Classification Table and draft Organizational Chart.

Mr. Johnson provided an overview on this item, stating the various positions that would require filling. Discussion followed.

| First:     | Calderon |
| Second:    | Katherman |
| Vote:      | Allen, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Calderon, Yes; |
| Result:    | ITEM 14 PASSED 4,0 |

15. DISTRICT COUNSEL’S REPORT

None.

16. AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS

AB 1234 Compliance Reports were submitted in writing.

Director Allen stated that the August 22nd opening of the Albert Robles Center was fantastic and commended Staff for its efforts.

Director Dewitt then stated that she was very proud of Staff for its work.

Director Katherman also thanked Staff.

17. WRD BOARD MEETING DATES

A. Thursday, September 19, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
B. Thursday, October 3, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
C. Thursday, October 17, 2019 - 11:00 a.m. - Regular Board of Directors Meeting
D. Thursday, November 7, 2019 - 11:00 a.m. - Regular Board of Directors Meeting

18. CLOSED SESSION

The Board went into closed session on the following matters at 11:58 a.m.

A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9 Name of Case: Water Replenishment District v. Woods
B. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Three (3) Matters

19. CLOSED SESSION REPORT

The Board reconvened in open session at 1:24 p.m.
District Counsel Francisco Leal reported that for item A, the Board agreed to settle and execute the settlement agreement and for item B, briefing was provided by Counsel and Staff and no formal action was taken.

20. ADJOURNMENT
There being no further business to come before the Board, the meeting was adjourned at 1:24 p.m. to its next Board meeting on September 19, 2019 at 11:00 a.m.

______________________________
Chair

ATTEST:

______________________________
Member

Approved in minutes of:

______________________________
DATE: OCTOBER 17, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZATION TO PAY FOR NEWSLETTER PRINTING AND MAILING

SUMMARY
WRD circulates a printed newsletter three times a year. This newsletter serves to educate the public and local leaders about WRD’s projects and programs that are creating a more sustainable water future for our region.

The newsletter is well received by the community and is also used to communicate upcoming events such as the Groundwater Festival and Eco-Gardening Classes. 135,000 newsletters are mailed throughout the service area. An additional 2,500 are ordered for distribution at events.

Staff received three quotes for the printing of the newsletter. Continental ColorCraft was the lowest bidder.

Continental Colorcraft: $20,777
House of Printing: $21,264
Krystal Graphics: $34,000

KBC Mailing Services, Inc provided a quote for $11,280. This includes the sorting, labeling, and mailing of 135,000 newsletters. Postage is paid separately and directly to the United States Postal Service.

KBC Mailing Services Inc. has provided mailing service for past WRD newsletters. They provide prompt and professional services to the district and possess the county assessor’s mailing list. In addition, KBC has provided the lowest bids when we have requested quotes for this service in the past.

FISCAL IMPACT
The total cost mailing $11,280. The total cost of printing is $20,777.
This item is budgeted in the External Affairs Department Budget and will be allocated to project number EAE0000/5627.

CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize payment to KBC Mailing in an amount not to exceed $11,500 and to Continental Colorcraft printing in an amount not to exceed $24,000.
DATE: OCTOBER 17, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 907 WITH CLIMATE PRO MECHANICAL FOR HVAC SERVICE

SUMMARY
To manage the heating and cooling needs for the WRD Administration building, an automated building environmental control system was installed. This automation provides the ability to monitor the entire system.

With the installation of HVAC units and controlled automation, ongoing service of the system, require the services of two separate entities, mechanical and automated controls. A preventive maintenance service contract with a local HVAC specialist ensures that the system is properly maintained to maximize energy efficiency and avoid costly repairs. On December 8, 2016, the Board awarded a contract with Climate Pro Mechanical after obtaining four quotes for the service. The current mechanical preventative maintenance contract with Climate Pro Mechanical ends October 31, 2019. Climate Pro Mechanical has proven to be extremely responsive and highly competent in servicing the units. In addition, they have demonstrated a very professional attitude in integrating their services with that of the building environmental controls.

Staff is recommending amending the service contract with Climate Pro Mechanical for a period of three (3) years and an amount not to exceed $30,000, which includes $10,500 for preventative maintenance services and a contingency of $19,500 for unanticipated repairs.

FISCAL IMPACT
The total cost of this amendment is $10,500 for a three-year period with a contingency of $19,500 for unanticipated repairs for a total not to exceed $30,000. The amount will be drawn from the District’s annual Administration budget and will be allocated to the Admin department 1000 project number ADM, general ledger code 5680 for Repairs & Maintenance.
CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Amendment No. 1 to Contract No. 907, subject to approval as to form by District Counsel, with Climate Pro Mechanical for additional HVAC mechanical services for an additional amount not to exceed $30,000, with a contract term ending October 31, 2022.
AMENDMENT NO.1 TO CONTRACT NO. 907
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
CLIMATE PRO MECHANICAL

This Amendment No. 1 to Contract No. 907, is made and entered into this ___ day of November, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Climate Pro Mechanical, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On December 8, 2016, a certain agreement, hereinafter referred to as Contract No. 907 (“Agreement”), was executed between the District and Consultant for the Consultant to provide HVAC maintenance services; and

B. WHEREAS, the District and Consultant now desire to enter into this Amendment No.1 to the Agreement to provide an extension to the term of the Agreement and establish a new budget for related services, 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: The Term section of the existing Agreement is hereby replaced with a term of three years from the date of this Amendment No.1. The Term of the Agreement can only be extended by formal action of the District.

2. Fee: The budgetary amount for services contemplated by this Amendment No.1 shall be in an amount not to exceed Ten Thousand Three Hundred Fifty Six Dollars ($10,356.00), as provided for in Exhibit B.

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

///

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

CLIMATE PRO MECHANICAL, ("CONSULTANT")

__________________________
Signature

__________________________
Print Name

__________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________  __________________________
Signature                  Signature

John D.S. Allen              Print Name

__________________________  __________________________
Print Name                  Print Name

President, Board of Directors  Secretary, Board of Directors

__________________________  __________________________
Title                      Title

Approved as to Form

LEAL, TREJO APC

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

CONTRACT NO. 907
Climate Pro Mechanical proposes the following preventive services at your facility...

Provide quarterly preventive maintenance inspection on the following equipment...

1—25-ton Carrier VAV unit serving 1st floor
1—30-ton Carrier VAV unit serving 2nd floor
1—5-ton Carrier split system serving data center
1—Raypak heating hot water heater with water treatment costs included
2—Heating hot water pumps
4—Exhaust fans

Standard services on all equipment included testing each units safety and starting components, checking refrigerant levels, calibration, replacing air filters with filters rated minimum of MERV-13 for LEED compliance, lubrication, coil and condensate cleaning, water treatment of closed loop hot water system, cleaning, measuring, and any reasonable unit-specific maintenance necessary to properly care for the equipment and maintain the best operating efficiencies possible.

All covered equipment shall have on an annual basis, a fan belt replacement, condenser coil cleaning, condensate pan and drain cleaned with labor and materials included in cost of this contract. Disposable filters to be replaced each inspection using pleated filters with a minimum MERV 13 efficiency rating. Scope of work for each inspection will be slightly different, matching the needs of the building for the season.

The planned annual cost shall be $3,228.00. Services will be provided during normal business hours. After hours work can be provided at additional cost, if necessary. Contract term guaranteed for three years from 11-2016 through 10-2019.

Thank you again for considering Climate Pro for your facilities needs!

Ken Robinson

Quarterly cost: $807.00 to be invoiced the first calendar day of the month services are due with MERV 13 filters.

Filter changing and equipment cleaning included?: Yes
Preventative belt replacement included (if applicable)?: Yes
Planned frequency of inspections: Quarterly

Please sign below upon approval
TERMS AND CONDITIONS

GENERAL STATEMENT
Thank you very much for your business! Climate Pro Mechanical, Inc. will take great pride in providing high quality services using superior materials in your facility. We strive to ensure every reasonable effort to assure your satisfaction and depend on your referrals to help our business grow to success. Still, we must cover the following legal matters for our protection.

PAYMENT TERMS
Your acceptance of this Agreement and all its terms and conditions is evidenced by your signature on the reverse side, or in lieu thereof, by your acceptance of the labor, materials, and equipment referred to herein. This is not a credit sale. The entire is due as agreed to in writing on delivery. All payments received by Climate Pro Mechanical, Inc. (Company) shall be applied to the oldest outstanding invoice. Customer agrees that it shall pay all expenses incurred by Company for the collection of all delinquent accounts, including, but not limited to actual agency or attorney's fees, filing fees and costs, in addition to the Agreement amount outstanding. Any and all disputes arising out of this Agreement shall be interpreted under the laws governing the State of California and jurisdiction in Los Angeles or Orange County. It is agreed and understood by the parties that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain with the Company until payment in full is received.

TAXES AND OTHER CHARGES
If applicable, sales tax is included in the price and paid to the government by the Company. In addition, the Customer shall pay Company any applicable taxes, fees, or governmental charges that may be required in connection with servicing facility or materials furnished under this Agreement.

INSURANCE, PERMITS, LICENSES, INSPECTIONS, Etc.
For your security and protection, Company and its employees, are insured by Worker's Compensation insurance while working on the job. We also carry liability insurance. Company conducts pre-employment criminal background checks and drug screenings, in addition to random drug screenings. Company applies for all required permits and coordinates all necessary inspections with local municipalities, utilities, and third party contractors. Company carries and maintains all required state, local, and industry licenses required to perform all aspects of the work contracted or notified Customer in writing when and for which specific reason and scope of the work a licensed, bonded and insured sub-contractor will be utilized.

DATES FOR PERFORMANCE
All dates specified in this Contract for the beginning, performance, or completion are subject to and contingent upon the following: reasonable access to the equipment, labor, materials, and installation. Inability to begin, continue or complete work due to labor conditions, weather, conditions, lack of access to the home, and any other cause beyond the control of Company, including inability to obtain materials despite our best efforts. Neither party to this Agreement shall hold the other responsible for any indirect or consequential damages of any nature such as, but not limited to, loss of revenue or loss of the use of any equipment or facilities. Customer shall carry fire, tornado, flood, theft, and other necessary insurances. The prices quoted in this service report may be subject to increase if not accepted within ten (10) days, and the work not completed within one hundred twenty (120) days.

ADDITIONAL WORK FOUND
Inspections allow exposure of problems that cannot be properly diagnosed when the unit is not fully operational upon our inspection. You will be duly notified of any additional or recommended work, materials, equipment, and/or labor required to complete the repair along with any additional investment amounts. Any authorized alteration or deviation from the specifications on the reverse side involving extra costs will be executed and will become part of this Agreement and will be billed in addition to the original contract price and is due payable according to TERMS. A separate Service Report or Field Work Authorization listing the additional scope of equipment, materials, and labor will be written. Along with the agreement to investment amount. Your signature is not necessary to authorize the work. Just your verbal consent and acceptance of the labor, materials, and equipment returned to them. A copy of the document will be provided for your records and is considered in its entirety to be an amendment and supplementary to this Agreement.

CONDITIONS AND LIMITATIONS
This Agreement sets forth the entire Agreement between Climate Pro Mechanical, Inc. (Company) and the Owner/Customer (Customer). Representations and promises made by the service technician any person not contained in this document are not part of this Agreement. Only the equipment listed on the reverse side is covered by the warranties indicated on the reverse side and this Agreement. This Agreement can be cancelled by either party with 30 days written notice. This Agreement will auto-renew as the end of its term and a letter will be sent to facility contact person indicating new rates informally to reflect any escalation in Company's cost to provide services. Inspections will be made ONLY during normal business hours unless otherwise stated on reverse. After-hours service, if requested, may be available at an additional charge. Company reserves the right to select the service technician to perform any services called for by this Agreement. Any material and work beyond that covered by this Agreement will be furnished only upon Owner's request and authorization. Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

Climate Pro Mechanical, Inc. WILL NOT BE RESPONSIBLE FOR:
Damage or repairs required as a result of faulty installation or service by others, abuse, unauthorized alteration, improper operation, improper selection, installation or application of equipment, power supply to the equipment. In the event Company encounters obstructions at the site, Company may suspend work and remove employees from the site until such items are cleared. Equipment not installed at the time of agreements commence. Repairs required to correct failures or malfunctions that are not caused by manufacturing defects, such as damage or malfunctions resulting from water, storm, earthquake, theft, flood, utility supply, misuse or abuse. Due to brand differentiation, age and condition of any existing equipment, components, ductwork and materials associated with the HVAC System for which we are contracted to work on; Company is not responsible for any material that we do not repair, modify, maintain, or replace (as itemized on reverse side). Preventing conditions within the facility such as power shortages, gas leaks, premature ductwork, structural defects, faulty wiring, water leaks, unusual weather and tear, damage due to presence of mold, mildew, or bacteria, leaky ducts and pipes, inadequate ductwork, concaved damage, etc. Additional or unusual utility bills incurred due to any malfunction or defect in equipment listed on this contract or added to it at a later date. Services made mandatory by changes in federal, state, and local areas. Any inspections required in order to perform under the Agreement terms due to the inaccessibility of the equipment. The service technician will bill minimum charge only on inspection calls. Any special, indirect, incidental or consequential loss, damage, or injury resulting from the use or loss of use of product or from any rendering repairs under this Agreement. In any event, Company liability under this Agreement will not exceed the total amount paid by Customer to Company. The repairing or replacement of cabinets or cabinet parts, bases and mountings, decorations (including paint, wallpaper, window treatments), doors, and other equipment not related to the equipment utilized on reverse side. Normal maintenance as outlined in the servicing instructions or Owner's manual including but not limited to coil cleaning. Filter cleaning and replacement and lubrications or any repairs which are made necessary because normal maintenance was not performed. DUCT CLEANING WAIVER. Cleaning or cost associated with cleaning the facility, carpets, furniture, etc. due to dirt, debris, soil, etc. dislodged by the system if the ducts are not cleaned prior to service of the system.

RENEWAL AND CANCELLATION: Your contract will auto renew each year unless cancelled. No more paperwork! You should receive an renewal notification by mail approximately 30 days prior to the contract annual renewal date notifying you of any cost changes, etc. This contract can be terminated by either party with a written notice at least 30 days prior to the service cancellation date.

CUSTOMER'S RESPONSIBILITY: For safe operation of the equipment and coverage under Full Coverage contracts, the following are entirely the responsibility of the Customer:
All service and repairs not covered by this Agreement. To operate the equipment in accordance with the equipment Owner's manual. To give the service technician safe and reasonable access to the equipment and its controls. To allow servicing of equipment during Company's normal business hours. To provide adequate combustion air in accordance with The National Fuel Gas Code and Manufacturer's specifications. Customer will notify Company promptly of any unusual operating conditions. Allow Company to start and stop equipment.
OPEN SESSION MEETING 3:00 P.M.

4. CLOSED SESSION REPORT

5. PLEDGE OF ALLEGIANCE

6. INVOCATION

7. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

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

9. CONSIDERATION OF RESOLUTION NO. 16-1048 – APPROVAL OF ALTERNATIVE ANALYSIS FOR THE CENTRAL BASIN UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT
   Staff Recommendation: The Capital Improvement Projects Committee will meet on December 8, 2016 and will make its recommendation at the Board meeting.

10. AUTHORIZE RELEASE OF A REQUEST FOR BIDS (RFB) FOR OFFICE RENOVATIONS AT THE WRD ADMINISTRATION BUILDING – PHASE 2
    Staff Recommendation: The Capital Improvement Projects Committee will meet on December 8, 2016 and will make its recommendation at the Board meeting.

11. WRD ADMINISTRATION BUILDING HVAC SERVICE CONTRACT WITH CLIMATE PRO MECHANICAL
    Staff Recommendation: The Capital Improvement Projects Committee will meet on December 8, 2016 and will make its recommendation at the Board meeting.

12. CONTRACT AMENDMENT NO. 5 WITH RUTH VILLALOBOS & ASSOCIATES FOR WHITTIER NARROWS DAM DEVIATION REQUEST PACKAGE
    Staff Recommendation: The Capital Improvement Projects Committee will meet on December 8, 2016 and will make its recommendation at the Board meeting.
SPECIAL MEETING OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BOULEVARD, LAKEWOOD, CALIFORNIA 90712

2:30 P.M., THURSDAY, DECEMBER 8, 2016

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. CLOSED SESSION 2:30-3:00 P.M.
   A. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code § 54956.9
      Name of Case: Tesoro Refining v. Water Replenishment District,
      LASC Case No. BS134239
   
   B. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two Cases
   
   C. Conference with Legal Counsel – Existing Litigation, pursuant to Government Code §54956.9
      Name of Case: Manning Land Company, LLC, a California limited liability company v. Water Replenishment District of Southern California; Pico Water District, City of Pico Rivera; and Does 1 through 50
      LASC Case No. VC065804
   
   D. Conference with Labor Negotiator, pursuant to Government Code §54957.6:
      Agency Negotiator: Robb Whitaker, General Manager
      Entity: Employees Association of the Water Replenishment District of Southern California, American Federation of State, County and Municipal Employees, AFL-CIO, Chapter 1902
9. CONSIDERATION OF RESOLUTION NO. 16-1048 – ALTERNATIVE ANALYSIS FOR THE CENTRAL BASIN UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA)

   Capital Improvement Projects Committee: The Board adopt Resolution No. 16-1048.

10. AUTHORIZE RELEASE OF A REQUEST FOR BIDS (RFB) FOR OFFICE RENOVATIONS AT THE WRD ADMINISTRATION BUILDING – PHASE 2

   Capital Improvement Projects Committee: The Board authorize release of a Request for Bids (RFB) for a construction contractor for Phase 2 Office renovations.

11. WRD ADMINISTRATION BUILDING HVAC SERVICE CONTRACT WITH CLIMATE PRO MECHANICAL

   Capital Improvement Projects Committee: The Board of Directors authorize the General Manager to enter into a Professional Services Contract with Climate Pro Mechanical, subject to approval of form by District Counsel, for an amount not to exceed $30,000 ($20,000 to provide HVAC maintenance services over a period of three years and $10,000 for extraordinary maintenance contingency).

12. CONTRACT AMENDMENT NO. 5 WITH RUTH VILLALOBOS & ASSOCIATES FOR WHITTIER NARROWS DAM DEVIATION REQUEST PACKAGE

   Capital Improvement Projects Committee: The Board of Directors authorize the General Manager to execute Contract Amendment No. 5 with Ruth Villalobos & Associates, to continue to update the Deviation Study and complete the DRP accordingly and extend the contract term to June 30, 2017; subject to approval as to form by District Counsel.
MEMORANDUM

ITEM NO. 11

DATE: DECEMBER 8, 2016
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: WRD ADMINISTRATION BUILDING HVAC SERVICE CONTRACT WITH CLIMATE PRO MECHANICAL

SUMMARY
To manage the heating and cooling needs for the building, an automated building environmental control system was installed. This automation provides the ability to monitor the entire system. Also, in December, 2009, the two air conditioning (HVAC) units for the administration building were replaced in order to improve the efficiency and reduce the energy footprint of the facility. The new units have dramatically reduced the electrical consumption for the building.

With the installation of HVAC units and controlled automation, ongoing service of the system, require the services of two separate entities, mechanical and automated controls. A preventive maintenance service contract with a local HVAC specialist ensures that the system is properly maintained to maximize energy efficiency and avoid costly repairs. The current mechanical preventative maintenance contract ends December 31, 2016. The District obtained several quotes for HVAC maintenance services for the WRD Administration building and the facility at 3919 Paramount from the following companies: California Air, Christian Brothers Mechanical Services, Climate Pro Mechanical, and FM Thomas. In the process of investigating alternative vendors for a three year contract, Climate Pro Mechanical’s standard preventative maintenance program included more covered services than the other companies. Furthermore, Climate Pro Mechanical has proven to be extremely responsive and highly competent in servicing the units. In addition, they have demonstrated a very professional attitude in integrating their services with that of the building environmental controls.

Therefore, staff is recommending a service contract with Climate Pro Mechanical for a period of three (3) years.

FISCAL IMPACT
Sufficient funds for this expenditure have been included in the District’s annual operating budget.

CIP COMMITTEE RECOMMENDATION
The Capital Improvement Projects Committee will meet on December 8, 2016 and will make its recommendation at the Board meeting.
EXHIBIT “B”
Thank you for your confidence in Climate Pro Mechanical! Below is a listing of proposed equipment and services.

Climate Pro Mechanical proposes the following preventive services at your facility…

Provide quarterly preventive maintenance inspection on the following equipment…

1—25-ton Carrier VAV unit serving 1st floor
1—30-ton Carrier VAV unit serving 2nd floor
1—5-ton Carrier split system serving data center
1—Raypak heating hot water heater with water treatment costs included
2—Heating hot water pumps
4—Exhaust fans

Standard services on all equipment included testing each units safety and starting components, checking refrigerant levels, calibration, replacing air filters with filters rated minimum of MERV-13 for LEED compliance, lubrication, coil and condensate cleaning, water treatment of closed loop hot water system, cleaning, measuring, and any reasonable unit-specific maintenance necessary to properly care for the equipment and maintain the best operating efficiencies possible.

All covered equipment shall have on an annual basis, a fan belt replacement, condenser coil cleaning, condensate pan and drain cleaned with labor and materials included in cost of this contract. Disposable filters to be replaced each inspection using pleated filters with a minimum MERV 13 efficiency rating. Scope of work for each inspection will be slightly different, matching the needs of the building for the season.

The planned annual cost shall be $3,452.00. Services will be provided during normal business hours. After hours work can be provided at additional cost, if necessary. Contract term guaranteed for three years from 11-2019 through 10-2022.

Thank you again for considering Climate Pro for you facilities needs!

Ken Robinson

**Summary Information**

**Quarterly cost**: $863.00 to be invoiced the first calendar day of the month services are due with MERV 13 filters.

Filter changing and equipment cleaning included?: Yes
Preventative belt replacement included (if applicable)?: Yes
Planned frequency of inspections : Quarterly

Please sign below upon approval ↓

☐ Waiting For Approval
☐ OK’d ☐ Refused

Date: 9-5-19 Comfort Consultant: Ken Robinson

Signing below indicates your agreement with terms and conditions on reverse side of this page.

Payment: [ X ] Bill [ ] Check Number: Visa [ ] Credit Card [ ] Check Signature: Date: 

[climatetech logo]

10357 Los Alamitos Boulevard
Los Alamitos, Ca. 90720

Meeting Date: 10/17/2019 Item No. 6E

License 873465
Phone 800-841-1021
www.climatepro.cool
TERMS AND CONDITIONS

GENERAL STATEMENT
Thank you very much for your business! Climate Pro Mechanical, Inc. will take great pride in providing high quality services using superior materials in your facility. We strive to make every reasonable effort to assure your satisfaction and depend on your referrals to help our business grow to success. Still, we must cover the following legal matters for our protection.

PAYMENT TERMS
Your acceptance of this Agreement and all its terms and conditions is evidenced by your signature on the reverse side, or in lieu thereof, by your acceptance of the labor, materials, and equipment referred to herein. This is not a credit sale. The entire is due as agreed to in writing on reverse. Any payment not received by its due date is subject to service fees at an interest rate of 1.25% per month (or the highest legal rate) until paid in full. All payments received by Climate Pro Mechanical, Inc. (Company) shall be applied to the oldest outstanding invoice. Customer agrees that it shall pay all expenses incurred by Company for the collection of any delinquent accounts including, but not limited to actual agency or attorney’s fees, filing fees and costs. In addition to the Agreement amount outstanding. Any and all disputes arising out of this sale shall be interpreted under the laws governing the State of California and Jurisdiction in Los Angeles or Orange County. It is agreed and understood by the parties that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain with the Company until payment in full is received.

TAXES AND OTHER CHARGES
If applicable, sales tax is included in the price and paid to the government by the Company. In addition, the Customer shall pay Company any applicable taxes, fees, or governmental charges that may be required in connection with servicing facility or materials furnished under this Agreement.

INSURANCE, PERMITS, LICENSES, INSPECTIONS, Etc.
For your security and protection, Company and its employees are insured by Worker’s Compensation insurance while working on the job. We also carry liability insurance. Company conducts pre-employment criminal background checks and drug screenings, in addition to random drug screenings. Company applies for all required permits and coordinates all necessary inspections with local municipalities, utilities, and third party contractors. Company carries and maintains all required state, local, and industry licenses required to perform all aspects of the work contracted or notifies Customer in writing when and for what specific reason and scope of the work a licensed, bonded and insured sub-contractor will be utilized.

DATES FOR PERFORMANCE.
All dates specified in this Contract for the beginning, performance, or completion are subject to and contingent upon the following: reasonable equipment access, abuse, negligence, sabotage, force major, riots, inspections, civil commotions or disorders, delays or defaults by carriers or suppliers, inherent defects in the home, strikes, fires, accidents, theft, storms or weather conditions, lack of access to the home, and any other causes beyond our control, including inability to obtain materials despite our best efforts. Neither party to this agreement shall hold the other responsible for any indirect or consequential damages of any nature such as, but not limited to, loss of revenue or loss of the use of any equipment or facilities. Customer shall carry fire, tornado, flood, theft, and other necessary insurance. The prices quoted in this service report may be subject to increase if not accepted within ten (10) days, and the work not completed within one hundred twenty (120) days.

ADDITIONAL WORK FOUND
Inspections allow exposure of problems that cannot be properly diagnosed when the unit is not fully operational upon our inspection. You will be duly notified of any required additional or recommended work, materials, equipment, and/or labor needed to complete the repair along with any additional investment amounts. Any authorized alteration or deviation from the specifications on the reverse side involving extra costs will be executed and will become part of this Agreement and will be billed in addition to the original contract price and is due payable according to TERMS. A separate Service Report or Field Work Authorization listing the additional scope of equipment, materials, and labor will be written, along with the agreed to investment amount. Your signature is not necessary to authorize the work, just your verbal consent and acceptance of the labor, materials, and equipment referred to therein. A copy of the document with be provided for your records and is considered in its entirety to be an amendment and accumulative to this Agreement.

CONDITIONS AND LIMITATIONS
This Agreement sets forth the entire Agreement between Climate Pro Mechanical, Inc. (Company) and the Owner/Customer (Customer). Representations and promises made by the service technician any person and not contained in this document are not part of this Agreement. Only the equipment listed on reverse side is covered by the warranties indicated on the reverse side and this agreement. This Agreement can be cancelled by either party with 30 days written notice. This Agreement will auto-renew at the end of its term and a letter will be sent to facility contact person indicating new rate information to reflect any escalation in Company’s cost to provide services. Inspections will be made ONLY during normal business hours unless otherwise stated on reverse. After-hours service, if requested, may be available at an additional charge. Company, reserves the right to select the service technician to perform any services called for by this Agreement. Any material and work beyond that covered by this Agreement will be furnished only upon Customer’s request and authorization. Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

Climate Pro Mechanical, Inc. WILL NOT BE RESPONSIBLE FOR:
Damage or repairs required as a result of faulty installation or service by others, abuse, unauthorized alteration, improper operation, improper selection, installation or application of equipment, and power supply to the equipment. In the event Company encounters asbestos at the site, Company may suspend work and remove employees from the site until such items are abated. Equipment not installed at the time of agreements commencement. Repairs required to correct failures or malfunctions that are not caused by manufacturing defects, such as damage or malfunctions resulting from water, storm, earthquake, theft, riot, utility supply, misuse or abuse. Due to brand differentiation, age and/or condition of any existing equipment components, ductwork and materials associated with the HVAC system for which we are contracted to work on, Company is not responsible for anything we do not repair, modify, maintain, or replace (as itemized on reverse side). Pre-existing conditions within the facility such as power shortages/surges, dimming lights, electric wire shortages; power fluctuations, structural defects, faulty wiring, water leaks, unusual wear and tear, damage due to presence of mold, mildew, or bacteria, leaky ducts and pipes, inadequate ductwork, concealed damage, etc. Additional or unusual utility bills incurred due to any malfunction or defect in equipment system, or fault of this contract or added to at a later date. Services made mandatory by changes in local codes, or local regulations. Any expenses incurred in order to perform under the Agreement terms due to the inaccessibility of the equipment. The service technician will bill minimum charge dry run on inspection calls.). Any special, indirect, incidental or consequential loss, damage, or injury resulting from the use or los of use of product or from any delay in rendering repairs under this Agreement. In any event, Company liability under this Agreement will not exceed the total amount paid by Customer to Company. The refinishing or replacement of cabinets or cabinet parts, bases and mountings, decorations (including paint, paneling, wallpaper, etc.) and trim. Remote condensate pumps, electrical service, refrigerant lines, or drains external to the equipment listed on reverse side. Normal maintenance as outlined in the servicing instructions or owner’s manual including but not limited to sealed cooling, filter cleaning and/or replacement and lubrication or any repairs which are made necessary because normal maintenance was not performed. DUCT CLEANING WAIVER: Cleaning or cost associated with cleaning the facility, carpets, furniture, etc. due to dirt, debris, soot, etc. dislodged by the system if the ducts are not cleaned prior to service of the system.

RENEWAL AND CANCELLATION: Your contract will auto-renew each year unless cancelled. No more paperwork! You should receive an renewal notification by mail approximately 30 days prior to the contract annual renewal date notifying you of any cost changes, etc. This contract can be terminated by either party with a written notice at least 30 days prior to the desired cancellation date.

CUSTOMER’S RESPONSIBILITY: For safe operation of the equipment and coverage under Full Coverage contracts, the following are entirely the responsibility of the Customer:
- All service and repairs not covered by this Agreement. To operate the equipment in accordance with the equipment Owner’s manual. To give the service technician safe and reasonable access to the equipment and its controls. To allow servicing of equipment during Company’s normal business hours. To provide adequate combustion air in accordance with The National Fuel Gas Code and Manufacturer’s specifications. Customer will notify Company promptly of any unusual operating conditions. Allow Company to start and stop equipment.
MEMORANDUM
ITEM NO. 6F

DATE: OCTOBER 17, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 900 WITH LIFTECH ELEVATOR SERVICES FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES

SUMMARY
In November 2016, the District entered into a 2 year contract with Liftech Elevator Services Inc. to provide maintenance and repair services for the elevator at the WRD Administration building. The contract includes Mid-Level service which increased routine inspections from quarterly to monthly and cover some parts replacements if available. The mid-level contract also includes all trouble calls during normal business hours.

On November 3, 2016, the Board awarded a contract with Liftech Elevator Services after obtaining four quotes for the service. Service commenced on November 14, 2016 for a 2-year term and contract amount not to exceed $14,680. On November 7, 2018, the Board approved extending the contract through November 30, 2019 and increased the budget amount by an additional $15,000. Liftech Elevator Services has proven to be responsive and has provided reliable maintenance. Staff would like continue service under the existing service contract through November 30, 2021 for an amount not to exceed $14,680.

FISCAL IMPACT
The total cost of this amendment is $14,680 for two-year period. The amount will be drawn from the District’s annual Administration budget and will be allocated to the Admin department 1000, project ADM, general ledger code 5680 for Repairs & Maintenance.

CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Amendment No. 1 to Contract No. 900, subject to approval as to form
by District Counsel, with Liftech Elevator Services for the continuation of elevator maintenance services for an amount not to exceed $14,680, with a contract term ending November 30, 2021.
AMENDMENT NO.1 TO CONTRACT NO. 900
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
LIFTECH ELEVATOR SERVICES

This Amendment No.1 to Contract No. 900, is made and entered into this ___ day of October, 2019 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Liftech, (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On Nov 3, 2016, a certain agreement, hereinafter referred to as Contract No. 900 ("Agreement"), was executed between the District and Consultant for the Consultant to provide elevator maintenance and repair services; and

B. WHEREAS, the District and Consultant now desire to enter into this Amendment No.1 to the Agreement to provide an extension to the term of the Agreement and establish a new budget for related services, 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: The Term section of the existing Agreement is hereby replaced with a term of two years from the date of this Amendment No.1. The Term of the Agreement can only be extended by formal action of the District.

2. Fee: The budgetary amount for services contemplated by this Amendment No.1 shall be in an amount not to exceed Fourteen Thousand Six Hundred Eighty Dollars ($14,680.00).

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

///

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

LIFTECH ELEVATOR SERVICES, ("CONSULTANT")

__________________________
Signature
__________________________
Print Name
__________________________
Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

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

CONTRACT NO. 900
Date: October 4, 2016

Liftech Elevator Services, (Hereinafter called the Company) agrees to furnish to:

Water Replenishment District
4040 Paramount Blvd.
Lakewood, CA 90712

(Hereinafter called the Purchaser); Full Maintenance service on the following listed elevator(s) located at:

Water Replenishment District
4040 Paramount Blvd.
Lakewood, CA 90712

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Type</th>
<th>Manufacturer</th>
<th>Number of Landings</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Hydraulic Passenger</td>
<td>Westinghouse</td>
<td>2</td>
</tr>
</tbody>
</table>

Liftech Elevator Services will periodically provide exclusive maintenance utilizing skilled and qualified personnel directly employed and administered by the Company.

The Company agrees to maintain the elevator equipment listed above by performing the work in accordance with the terms and conditions of this agreement. Exceptions to contract must be referenced by “Supplemental Proposals” attached as a separate addendum and listed below.

Supplemental Proposals: If none check here: □
(Any Alterations to this Agreement ------list below as addendum A, B, C, Etc...)

Addendum A: Contract to include 1 hour of preventative maintenance per month.
THIS AGREEMENT INCLUDES:

In accordance with this agreement, Liftech Elevator Services will periodically inspect, adjust, and lubricate as necessary. Replacement of the following components or equipment will be at the company’s discretion provided that the components or equipment exist on the listed elevator(s) at the time this Agreement is submitted.

**Traction Machine Components**
- Worm and Gear
- Bearings and Housing
- Drive Sheave
- Drive Sheave Shaft Bearings
- Brakes and Brake Coil

**Hydraulic Pump Unit Components**
- Pumps and Valves
- Motors and Belts
- Valve Magnet Coils
- Bearing and Seals
- Packing

**Governor**
- Sheave
- Shaft Assembly
- Bearings
- Contacts and Jaws

**All Idler Sheaves**
- Deflector and Secondary
- Car and Counterweight
- Compensation
- Governor Tension Assemblies

**Controller Components**
- Relays and Contactors
- Solid-State Components
- Resistors and Condensers
- Transformers and Leads
- Timing Devices
- Computer Devices

**Selector Components**
- Drives
- Contacts and Brushes
- Tapes and Guides

**Hoistway Door Interlocks**
- Locks and Contacts
- Bottom door guides
- Door Closing Devices

**Hoistway Limit Switches**
- Slowdown Switches
- Leveling Switches
- Cams and Vanes

**Power Operated Door Operator**
- Door Protective Devices
- Car and Door Contacts

**Guide Shoes**
- Rollers and Replaceable linings
- Arms and Bushings

**Motor and Motor Generator Components**
- Tachometer and Regulator
- Field Windings
- Rotating Elements
- Commutator and Bearings
- Brushes and Brush Holders
- SCR Drive Components

Lubricants specially formulated, tested and selected for the preventative maintenance required.

Lubrication of guide rails (car and counterweight) except where type of guides and/or safety devices require dry rails.

Periodic cleaning of elevator pit(s). Periodic draining of the gear case and refilling with new gear oil.

Labor and Material to attend to the special requirements of hoist cables including periodic examination, lubrication and equalization. The Company will replace hoist cables, governor cables, or compensating cables when the recommended factor of safety is compromised and at the Company’s discretion. Where applicable, to periodically inspect group dispatcher, only during regular working hours, and perform the necessary procedures to provide optimal performance for overall elevator response. Group performance is subject to the limitations of the equipment and some work may not be safely completed when group is energized.

Parts Inventory will be maintained by the Company during the term of this Agreement. To minimize downtime and support preventative maintenance, a supply of frequently used parts will be located in the machine room (Where Applicable), or in the technician’s mobile vehicle. All parts remain as property of the Company.

Wiring Diagrams shall be furnished by purchaser (when available and applicable.) All diagrams will be maintained for use by Company technicians. Diagrams furnished by the Company will remain the property of the company.

It is understood that the purchaser will provide the Company with unrestricted access to all areas of the building in which any part of equipment listed in this agreement is located. The Purchaser agrees to keep all associated equipment room(s) and elevator pit(s) free of water and stored materials.
UNDER THIS AGREEMENT LIFTECH WILL ALSO PROVIDE:

24-Hour Customer Support- The Company will provide the Purchaser with our 24 hour dispatching service for emergency response to elevator malfunctions. The service includes 24-hour answering of all preprogrammed elevator phones at no additional charge to Purchaser. The Purchaser may request the Company to dispatch a technician to perform minor adjustments and repairs if an elevator malfunction occurs between regular examinations.

Preventative Maintenance Charts- The Company will maintain detailed maintenance charts that shall remain in equipment machine room during the term of this contract. The charts illustrate the systematic maintenance schedule followed by Company technicians. All maintenance charts are available to purchaser to ensure the highest quality of service possible.

Administrative Support- The Company will assign a supervisor to conduct periodic inspections of equipment and audits of Preventative Maintenance Charts to ensure quality control. The company will also appoint an account representative who will be available to discuss maintenance issues and assist with upgrades or modernizations.

CONDITIONS OF SERVICE:

The Company’s responsibility shall be limited to repairs and replacements required under this agreement. These repairs and replacements are based on normal wear and tear and under no circumstances will the Company assume responsibility for the following items unless written as a supplemental proposal and attached as a separate addendum.

- Any and all replacements or repairs that are out of the reasonable and direct control of the Company, including, Vandalism, Misuse, negligence, and acts of God.
- Any and all modifications to original or existing equipment, including code requirements or insurance recommendations.
- Emergency power systems, seismic devices, smoke sensors and sensor control equipment, emergency lighting systems, emergency intercom systems, telecommunication devices, captioning, and audio or video equipment.
- Guide rail replacement and alignment including rail brackets and associated hardware.
- Any and all safety tests unless attached as a supplemental proposal.
- Hydraulic plunger or jack unit including: cylinders, liners, heads, plungers, casings, support brackets, piping, conduit, and any component of the hydraulic system that may be buried.
- Cab enclosure, including structural members and enclosure panels, removable panels, door panels, car operating panels, all ceilings and lighting components, huarunds, all flooring material and sub-flooring, fans, heaters, and air conditioning equipment.
- Hoistway enclosures, including hoistway door frames and sills, hoistway doors, swing door closures, fireproofing material, separator screens, pit ladders, pit lighting circuits, secondary access doors and grate flooring, Waterproofing and water removal.
- Power delivery system, including circuit breakers, disconnects, fuses, power buses, distribution and Isolation transformers, and power feeders.
- Any and all fixtures.
- Upgrades or revisions to existing computer software.

In time, the current equipment and system design may become outdated. The Company shall not be responsible for modernizing, upgrading, or performing any improvements due to obsolescence or dated technology.

Terms of Equipment to be prorated (if any), are described as a supplemental proposal to the Agreement as listed on page 1.
TROUBLE-CALL SUPPORT

The Company will provide service technicians to the purchaser for call back service 24 hours a day, 7 days a week. The call back services available within this agreement are:

Throughout regular working hours of regular working days, it is understood that if the purchaser should request call back service at any time other than our regular working hours of our regular working days, the overtime accumulated will be billed at our standard rates. Purchaser agrees to pay the valid standard rate for all labor expended onsite including travel time to or from work site. Purchaser shall pay any sales tax, use, excise or any other taxes that may now or hereafter be applicable to the services to be performed under this contract. All repair work requiring two or more technicians will be worked during regular working hours. If associated repair work is requested by purchaser on an overtime basis, the purchaser will pay ensuing charges.

TERM

This service shall commence on 11/14/2019 and shall continue thereafter until terminated pursuant to this Agreement. Either party may terminate this Agreement at the end of the first two (2) years or at the end of any subsequent two year period by giving the other party written notice 30 days prior to the end of the term or any renewal thereof.

COMPENSATION

The price for this service shall be One Hundred Ninety Five Dollars ($195.00) per month, payable monthly upon receipt of invoice. In addition, Purchaser agrees to pay any sales tax, use, excise or any other taxes, which may now or hereafter be applicable to the services to be performed under this Agreement.

The price set forth above shall be adjusted annually of each year this Agreement is in effect to compensate for changes in the cost of labor and material. The price as adjusted shall be effective for the following year. Adjustments shall be based on the following factors and will be a comparison of the rate in the month within which the yearly adjustment falls and the rate in the same month of the prior year.

Twenty percent (20%) of the contract price shall be increased or decreased based on material cost changes. This will be calculated by computing the percentage of change in the index of "Wholesale Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics.

Eighty percent (80%) of the contract price shall be increased or decreased based on labor cost changes. This will be calculated by computing the percentage of change in the straight time hourly rate paid by the Company for elevator examiners, in the locality where the equipment is to be maintained.

For the purpose of this Agreement and subsequent adjustments, the straight time hourly rate for elevator examiners shall equal the actual hourly rate paid to the elevator examiners plus the fringe benefits granted in lieu of, or in addition to, hourly rate increases. Fringe benefits include, but are not limited to, pensions, vacations, paid holidays, group life insurance, disability and accident insurance, and medical/dental insurance.

TERMS AND CONDITIONS

The Company shall not be held responsible for accidents or injuries to persons or damage to property unless caused by the sole negligence or willful misconduct of the Company or its employees. The Purchaser agrees to be solely responsible for administrating the use of the equipment and agrees to appoint attendant personnel, visible warning signs or other restrictions if conditions warrant ensuring safe operation. During the time a technician inspects or repairs a component, the Company establishes control and possession over that specific component; the purchaser shall remain in possession and control of the remainder of the equipment. Purchaser shall indemnify, protect, defend and hold the Company harmless from all loss and liability unless caused by the willful misconduct or sole negligence of the Company or its employees.

The Company shall not be liable for injuries or damage to property caused by conditions not apparent to technician's systematic maintenance schedule. The Company shall not be responsible for performing safety inspections outside the extent of this agreement. In the event Company discovers a safety discrepancy while performing systematic examinations, the Company agrees to inform Purchaser of unsafe condition. If condition is not covered under this agreement, Purchaser shall be responsible for the cost of repair or replacement of component(s). If condition remains without authorization to repair and injury or damage to property occurs in relation to Purchaser's equipment, the Purchaser shall indemnify, protect, defend and hold the Company harmless from all loss and liability.

The Company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockout, fire, floods, acts of civil military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its reasonable control. In no event shall the Company be liable for consequential damages. The Purchaser agrees to not permit its employees or any other party, unless affiliated with Company, to replace, repair, adjust, or make changes to any equipment covered
in this contract. The Purchaser shall not permit its employees or parties, other than Company, access to unsafe areas of elevator system without notifying Company in advance.

The Company reserves the right to discontinue service without further obligation if Purchaser fails to pay any sum due for services rendered within thirty (30) days of billing date. A service charge shall apply to delinquent accounts. In the event the Purchaser violates its responsibilities under this agreement, the Company may declare this agreement terminated, in which all sums due or to become due under this agreement for the unexpired term thereof shall immediately be due and payable as liquidated damages. In the event of litigation arising from any breach of this Agreement or the indemnity provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees incurred. In the event of sale, lease or other transfer of the equipment described herein, or the premises in which they are located, the Purchaser agrees to see that such new owner is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due to the full unexpired term of the Agreement provided, however, that in any such case the Company may at its sole option terminate the Agreement with any successor at any time upon thirty (30) days advance notice in writing.

This document will become a valid agreement only when accepted by the Purchaser and an executive officer of the Company and shall constitute the entire agreement between both parties.

**ACCEPTED BY:**

**Water Replenishment District**

(legal Name of Purchaser/Owner)

**SUBMITTED FOR:**

**LI TECH ELEVATOR SERVICES**

**BY:**

[Signature]

**ADDRESS:** 4040 Paramount Blvd.

[Address]

Lakewood, California 90712

**DATED:** November 3, 2016

**TITLE:** General Manager

**DATE:** [Date]

**ACCEPTED FOR:**

**LI TECH ELEVATOR SERVICES**

**BY:** [Signature]

**DATE:** [Date]
MEMORANDUM
ITEM NO. 7

DATE: OCTOBER 17, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD OF CONTRACT TO DC FROST ASSOCIATES, INC.

SUMMARY
The Leo J. Vander Lans (LVL) treatment plant is classified as an advanced water treatment facility (AWTF), which produces high quality water for maintenance of the Alamitos seawater intrusion barrier. A critical step in the AWTF process is the UV advanced oxidation (UVAOP) system. This system ensures that the plant meets its regulatory removal requirements for compounds such as NDMA and other organic constituents.

The UVAOP system at the LVL treatment plant is manufactured by Trojan Technologies and requires routine service and periodic troubleshooting to ensure the three UV trains are operating properly. Typical service includes replacement of UV lamps, electronic ballasts and other parts as needed. As these parts are critical to performance of the UV system, only approved proprietary validated components can be used to ensure the required UV output and dose is delivered. DC Frost Associates, Inc. is the exclusive manufacturer representative in the state of California for servicing the Trojan Technologies UV systems. This service contract is for $23,200 for a period of two years, and includes 8 scheduled, quarterly service visits to perform inspection and replacement of parts (such as UV lamps) as needed. Since parts and additional, non-routine site visits are not included in this service contract amount, and parts and additional service visits are likely needed staff is projecting that need and is including an allocation budget in the amount of $70,000 to cover these costs. Previously, this service contract has been maintained by the Long Beach Water Department (LBWD) - the District’s contract operations group and reimbursed by WRD. To oversee more directly operations of its treatment plants, WRD is initiating the on-boarding of service contracts, permits and other operational obligations which have historically been managed by the LBWD.

FISCAL IMPACT
The amount of the service fee is $23,200. Staff is recommending the budgeted allocation of $70,000 to cover parts and costs in excess of the service contract fee, for a
total amount of $93,200. This amount will be drawn from the LVL Operations budget over the next two fiscal years 19-20 and 20-21.

**CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a general services agreement, subject to approval as to form by District Counsel, with DC Frost Associates, Inc for an amount not to exceed $93,200.
This General Services Agreement (the “Agreement”) is made and entered into this 17th day of October 2019, by and between the Water Replenishment District of Southern California (“District”) and DC Frost Associates, 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 October 17, 2019 and shall end on October 31, 2021 (the “Expiration Date”). At least thirty (30) days 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, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule attached as 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 Ninety Three Thousand Two Hundred Dollars ($93,200.00).

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 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 on behalf of
the District: Tom Knoell, Margarita Cruz, and Engineering Staff.

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 no less than three (3) years 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.
9.2.5 All policies shall include waivers of subrogation in favor of the District and its insurers.

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

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 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.

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 District, replace or repair the same to District’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. Contractor 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.

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
Remit all invoices to:

Accounts Payable
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 921-5521

If to Contractor:

Jeff Rabas, CWP
DC Frost Associates, Inc.
4380 So. Syracuse
Denver, CO 80237
Phone: 303-477-1970
Cell: 303-710-9426
Email: jeff@chcwater.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

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

DC FROST ASSOCIATES, INC., ("CONTRACTOR")

_________________________
Signature

_________________________
Print Name

_________________________
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California

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

Contractor shall perform the scope of work described in the Contractor’s proposal attached hereto as Exhibit A-1.
SERVICE CONTRACT AGREEMENT

BETWEEN

DC Frost Associates, Inc.

AND

Water Replenishment District of Southern California

FOR WORK AT

Leo J. Vander Lans AWTF
7380 E. Willow St., Long Beach, CA 90802

Contract Effective Dates: ___________________________

Customer PO #_____________________________________

Site Contact Name/Phone: Margarita Cruz, Water Replenishment District of Southern CA, Project Administrator – Tom Knoell, Water Replenishment District of Southern, CA Water Operation Superintendent - 562-921-5521
DC Frost Associates Inc. ("DCF") is a subsidiary of The Coombs-Hopkins Company with our home office in Walnut Creek, CA. We are a manufacturer’s representative firm and have been in business for over 35 years. Our Federal Tax ID Number is 68-0368762.

DCF is in good standing in the State of California. Our President, Dean Boode, is authorized to act for and bind DCF.

**Services we provide:**

DCF is a supplier providing water and wastewater aftermarket parts through manufacturers DCF represents in the Western United States. DCF is not a Contractor and therefore is not required to be licensed as such.

DCF is also a Service Provider for all Trojan UV Systems in the Western United States. DCF utilizes Certified Trojan Technicians who are highly competent, self-employed, independent contractors. We ensure all Certified Technicians have current insurance at all times.

**Contact Info:**

**Parts Department:** For your aftermarket parts needs, please contact Blanca Ruiz-Mercado (blanca@chcwater.com) or Debby Patton (debby@chcwater.com). You can also reach Blanca and Debby at 800-964-9733.

**Service Department:** For your service needs, please contact Jeff Rabas (jeff@chcwater.com) or 303-710-9426.

**Accounting Department:** Brittany Bagnell (brittany@chcwater.com) or 801-990-3174
DCF SERVICE AGREEMENT

Part 1

Pursuant to this Service Agreement (this "Agreement"), DCF agrees to provide (through Certified Trojan Technicians engaged by DCF as independent contractors) to Water Replenishment District of Southern California ("Customer") eight (8) service visits, performed quarterly, which will each be for a duration not to exceed one (1) working day, to perform an “inspection” of the entire system per schedule “A”. A comprehensive report will be provided to the Customer at the end of each of these visits, outlining the necessary maintenance requirements at the time of service and any recommendations required to achieve maximum efficiency of the equipment. Any parts recommended for replacement/maintenance/upgrade are not covered under this Agreement.

Certified Trojan Technicians who are trained and qualified to keep Customer's equipment operating properly, shall perform these services.

This Agreement shall commence on the first day of the month following DCF's receipt of signed agreement from Customer (the effective date) and shall remain in effect for 24 months thereafter (the "Term"). Unless either DCF or Customer delivers written notice to the other party of its election to cancel this Agreement at least thirty (30) days prior to the scheduled expiration date.

In consideration of the services to be provided pursuant to this Agreement, Customer agrees to pay DCF the contract sum of $23,200.00 in 8 quarterly installments amounts of $2,900.00 for the services as stated within this agreement. The quarterly payment shall be due and payable to DCF after each visit.

Upon Customer's request for extra time per site visit, and dependent on the applicable Certified Technician’s schedule, Customer agrees to pay DCF the rate of $1,600.00 per day plus travel expenses for any additional time or site visits.

DCF and the Customer agree that the: Schedule A, the Customer Responsibilities and Standard Terms and Conditions all attached hereto are incorporated herein by this reference and shall be a part of this Agreement. DCF invites the Customer to review the Standard Terms and Conditions with a representative of DCF. In the event of any conflict between the terms of this Agreement and the terms of the Standard Terms and Conditions, the Standard Terms and Conditions shall govern and control.
DC Frost Associates, Inc. Acceptance:

__________________________
Signature

__________________________
Name & Title

__________________________
Date Approved

WATER REPLENISHMENT DISTRICT OF CALIFORNIA

______________________________  _______________________
President, Board of Directors     Secretary, Board of Directors

Attorney of the Water Replenishment District of Southern California
### SCHEDULE “A” ACTIVITY LIST

#### Part 2

<table>
<thead>
<tr>
<th>System Control Center</th>
<th>TASK DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000</td>
<td>Check all electrical connections and tighten as necessary</td>
</tr>
<tr>
<td>1050</td>
<td>Verify 4-20 ma-flow signal calibration</td>
</tr>
<tr>
<td>1100</td>
<td>Verify UVT input</td>
</tr>
<tr>
<td>1150</td>
<td>Inspect and verify PLC cards/back pane/related device</td>
</tr>
<tr>
<td>1200</td>
<td>Inspect and verify operator interface</td>
</tr>
<tr>
<td>1250</td>
<td>Verify all control screen functions</td>
</tr>
<tr>
<td>1300</td>
<td>Simulate and verify critical alarm indication</td>
</tr>
<tr>
<td>1350</td>
<td>Verify modem operation</td>
</tr>
<tr>
<td>1400</td>
<td>Verify incoming power supply voltages</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Power Distribution Center</th>
<th>TASK DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100</td>
<td>Verify input and output relay operation</td>
</tr>
<tr>
<td>2150</td>
<td>Inspect intensity probe and calibration</td>
</tr>
<tr>
<td>2250</td>
<td>Verify communication signals from/to SCC</td>
</tr>
<tr>
<td>2350</td>
<td>Inspect cover gaskets</td>
</tr>
<tr>
<td>2400</td>
<td>Verify incoming power supply voltages</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UV Reactors</th>
<th>TASK DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>3000</td>
<td>Inspect wiper seals</td>
</tr>
<tr>
<td>3050</td>
<td>Remove covers and check all electrical connections</td>
</tr>
<tr>
<td>3100</td>
<td>Verify communication between modules and PDC</td>
</tr>
<tr>
<td>3150</td>
<td>Inspect ballasts and verify function</td>
</tr>
<tr>
<td>3200</td>
<td>Inspect all module internal components</td>
</tr>
<tr>
<td>3250</td>
<td>Inspect module cover gasket/cap seals</td>
</tr>
<tr>
<td>3300</td>
<td>Inspect hydraulic cylinders (for ext/retract function)</td>
</tr>
<tr>
<td>3400</td>
<td>Inspect all module hooks</td>
</tr>
<tr>
<td>3450</td>
<td>Inspect module cables and gaskets</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hydraulic Control Center</th>
<th>TASK DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>4000</td>
<td>Inspect all hydraulic control fittings/hoses/valves</td>
</tr>
<tr>
<td>4050</td>
<td>Top up hydraulic fluid</td>
</tr>
<tr>
<td>4100</td>
<td>Replace hydraulic filter as necessary</td>
</tr>
<tr>
<td>4150</td>
<td>Verify hydraulic system operation</td>
</tr>
<tr>
<td>4200</td>
<td>Inspect all cooling system fitting/hoses/valves</td>
</tr>
<tr>
<td>4250</td>
<td>Verify coolant quality and top up cooling system fluid</td>
</tr>
<tr>
<td>4300</td>
<td>Verify cooling system operation and duty cycling</td>
</tr>
<tr>
<td>4350</td>
<td>Inspect hydraulic service entrance</td>
</tr>
<tr>
<td>4400</td>
<td>Check all electrical connections and tighten as necessary</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UV Transmittance Analyzer</th>
<th>TASK DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>7000</td>
<td>Remove and clean particulate screen</td>
</tr>
<tr>
<td>7050</td>
<td>Remove and clean cuvette and cuvette port</td>
</tr>
<tr>
<td>7100</td>
<td>Inspect desiccant tray and replenish as needed</td>
</tr>
<tr>
<td>7150</td>
<td>Remove and clean channel filter box</td>
</tr>
<tr>
<td>7200</td>
<td>Inspect all tubing and clean as needed</td>
</tr>
<tr>
<td>7250</td>
<td>Inspect parastolic pump and replace tubing if needed</td>
</tr>
<tr>
<td>7350</td>
<td>Verify UVT operation and calibrate</td>
</tr>
<tr>
<td>7400</td>
<td>Verify Analyzer operation</td>
</tr>
</tbody>
</table>
CUSTOMER RESPONSIBILITIES:

**Site Environment:** The Customer will prepare and maintain the site with the condition set forth in the original supply specification and any handling instructions that may be provided to the customer as part of the installation and commissioning of the equipment. This includes operation of the plant within the design parameters of flow and wastewater quality defined in the original supply specification. Should product malfunctions occur as a result of operation outside these parameters, DCF cannot be held accountable for Customer actions.

**Operations Procedure:** The Customer is responsible for the routine operation and maintenance in accordance with the recommendations set forth in the Operations and Maintenance Manual supplied with the equipment.

**Safety:** The Customer agrees to supply any required safety information, training, and special apparatus that may be required to work on the Customer’s plant site. The Customer is also responsible for informing DCF in advance of any site visit for special safety training or apparatus.

**Scheduling:** Scheduled preventative visits will be made on dates arranged by mutual agreement between DCF and the Customer. Once a firm date has been scheduled, the Customer agrees to pay any additional travel costs associated with change in schedule dates initiated by the Customer. DCF cannot guarantee the service visits will occur on the same days every month. DCF will notify site contact 48 hours before each visit.

**Health and Safety:** The service technician has the right to refuse service based on site conditions he personally deems unsafe.

________________________________________
Customer Initials
DC Frost Associates, Inc. (“DCF”) understands time is critical and will do everything possible to schedule service as soon as possible.

1. DCF agrees to comply with all applicable safety and environmental regulations and further agree to assign tasks to personnel who are authorized and qualified to perform them.

2. Customer agrees to provide reasonable access to work areas and equipment covered by their Agreement. Customer shall be responsible for removing, replacing, repairing, or refinishing any barrier or building structure obstruction the performance of DCF obligations under this agreement.

3. Unless otherwise provided in writing, all maintenance under this Agreement will be performed by Certified Trojan Technicians engaged by DCF during regular working hours which are 8:00am – 5:00pm Monday through Friday, except for statutory holidays.

4. Customer agrees to pay invoices tendered pursuant to this Agreement within thirty (30) days of receipt. Should any payment due by the Customer become thirty (30) days or more delinquent, DCF may, at its discretion, suspend all services without penalty or liability until all overdue amounts have been paid, or terminate this Agreement pursuant to paragraph 10 below, in which case all amounts owed to DCF by the Customer shall be immediately payable upon demand.

5. In addition to the Agreement price, Customer shall pay all applicable sales, use, excise, value-added or similar tax applicable to the price, sale, or the delivery of any products, services, or work furnished hereunder, or for their use by DCF on behalf of Customer, whether such tax be municipal, state, or federal.

6. Customer shall be responsible for all costs incurred to conduct any safety test or equipment modification required by any insurance company, laboratory, or government authority.

7. DCF’s liability for injury to persons or damage to property shall be limited to that caused directly by DCF’s negligence. In no event shall DCF be held liable for any consequential, indirect, punitive, or incidental damages, including but not limited to loss of profits, business interruption, or inconvenience. Notwithstanding anything to the contrary contained herein, in no event shall DCF’s liability to Customer under this Agreement (excluding any indemnification obligation of DCF as set forth below) exceed the amounts actually received by DCF from Customer under this Agreement.

8. This agreement may be transferred or assigned by either DCF or the Customer only with the written consent of the other party hereto.

9. All notices required by this Agreement shall be made in writing and shall be mailed to the address of this party as shown on this Agreement. All notices so sent shall be deemed to have been received by the recipient on the date of delivery or on the second business day following the mailing thereof.

10. In the event of any default by either DCF or Customer under this Agreement, the non-defaulting party shall provide written notice of such default and the defaulting party shall have ten (10) days to cure or remedy such default. If any default is not cured or remedied within said 10-day period, then the non-defaulting party shall have the right to terminate this Agreement by delivery of written notice to the other party, and upon any such termination, neither party shall have any further rights or obligations under this Agreement, except for those obligations which expressly survive the termination of this Agreement. Additionally, if DCF terminates
this Agreement as a result of a default by Customer, then Customer shall remain obligated to pay the amounts payable by Customer under this Agreement for the remainder of the then-current Term of this Agreement (but not any further renewals thereof).

11. There are no representations, conditions, understandings, or agreement except those contained in this Agreement, and there shall be no alterations, modifications, or amendments thereof in any respect unless made in writing and signed by both DCF and the Customer.

12. DCF shall indemnify Customer from and against any losses incurred by Customer as a direct result of DCF's negligent acts or omissions with respect to the maintenance of the Trojan UV disinfection equipment pursuant to this Agreement. The foregoing indemnity shall exclude any losses incurred by Customer due in whole or in part to the breach, negligence or misconduct of Customer.

13. In the event of any dispute between the parties to this Service Agreement, which is submitted to arbitration or court proceedings, the substantially prevailing party shall be entitled to recover its attorneys' fees and arbitration costs and/or court costs, as applicable, from the non-prevailing party, in addition to any other damages which may be awarded by the applicable adjudicative body.

14. This Agreement shall be governed and construed by and in accordance with the laws of the State of COLORADO, without regard to its conflicts of law principals.
DC Frost Associates Inc. Standard Insurance

Part 4

DC Frost Associates, Inc. is a Service Provider not a Contractor. DCF carries the following insurance coverage and, upon Customer’s request, will provide a Certificate of Insurance (sample attached):

**COMMERCIAL LIABILITY:**
- Commercial Liability per occurrence: $2,000,000
- Damage to rented premises: $300,000
- Med. Expense (any one person): $10,000
- Personal & Adv. Injury: $2,000,000
- General Aggregate: $4,000,000
  (General Aggregate limit applies per policy)

**AUTOMOBILE LIABILITY:**
- Hired Autos and Non-owned Autos
  Combined Single Limit (each accident): $2,000,000

**UMBRELLA LIABILITY:**
- Retention: $10,000
- Each Occurrence: $1,000,000
- Aggregate: $1,000,000

**WORKER’S COMPENSATION:**
- E.L. each accident: $1,000,000
- E.L. Disease – each employee: $1,000,000
- E.L. Disease Policy Limit: $1,000,000

DC Frost Associates Inc. does not carry PRODUCTS–COMP/OP AGG INSURANCE (this insurance is for manufacturers only. DCF is a supplier not a manufacturer).

DC Frost Associates Inc. does not carry BUILDER’S RISK INSURANCE (this insurance is for contractors only. DCF is a supplier).

DC Frost Associates Inc. does not offer WORKER’S COMPENSATION INSURANCE: DCF asks for a Waiver of Subrogation for Worker’s Comp. DC Frost Associates, Inc. contracts Certified Trojan Technicians to do the service. All DCF Certified Trojan Technicians are self-employed, independent contractors.
DC Frost Associates, Inc. does not offer PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE: DCF requires a Waiver on the Professional Liability. (this insurance is for manufacturers only. DCF is a supplier).

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

### Insurers

<table>
<thead>
<tr>
<th>Insurer A</th>
<th>Hartford CAS Ins CO</th>
<th>NAIC #</th>
<th>29424</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurer B</td>
<td>Twin City Fire Ins CO</td>
<td>NAIC #</td>
<td>29459</td>
</tr>
<tr>
<td>Insurer C</td>
<td>Hartford CAS Ins CO</td>
<td>NAIC #</td>
<td>29424</td>
</tr>
<tr>
<td>Insurer D</td>
<td>Hartford CAS Ins CO</td>
<td>NAIC #</td>
<td>29424</td>
</tr>
<tr>
<td>Insurer E</td>
<td>Hartford CAS Ins CO</td>
<td>NAIC #</td>
<td>29424</td>
</tr>
<tr>
<td>Insurer F</td>
<td>Hartford CAS Ins CO</td>
<td>NAIC #</td>
<td>29424</td>
</tr>
</tbody>
</table>

### Coverages

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>These usual to the Insured’s Operations. Five officers are excluded from Workers’ Compensation coverage.</td>
</tr>
</tbody>
</table>

### Certificate Holder

To Whom It May Concern

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

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Packet Page 71 of 170
August 16th, 2018

Debby Patton
DC Frost Associates, Inc./Coombs Hopkins Co.
4380 S Syracuse St Ste 450
Denver, CO 80237-3093

Re: Commercial Products Liability Insurance and Builders’ Risk Insurance

Dear Debby,

For a Manufacturer’s Representative, such as your company, Commercial Products Liability coverage is typically supplied by the manufacturer of the item(s) that you are marketing. Usually, the Products Liability coverage, secured by the insurer of the manufacturer, is sufficient for most installations within the normal territorial limit of most Products Liability policies. (That limit is typically the United States, US Possessions, Canada and Puerto Rico.) The coverage from the manufacturer’s insurer is usually sufficient for most vendors, clients and representatives. Furthermore, in your situation, your products are varied and changing. An insurer usually provides cover for Products Liability when the insurer is aware and familiar with the exposure.

Builders’ Risk Insurance, which is also known as “Course of Construction” coverage, is designed to cover property during the time of construction. This policy is designed to offer coverage before a building project is complete. At completion, the completed project would then qualify as a standing completed project and the owner could then purchase the appropriate coverage for the completed item. Builders’ Risk Insurance is typically purchased by the owner of the property as the owner has the required “insurable interest.” Since you are not the owner of the property, once the property has been sold to the owner, Builders’ Risk (Course of Construction) insurance is not available to you.

For some projects, Builders’ Risk insurance is purchased by the General Contractor (GC) using the agency or insurer that with which the GC has a track record. The policy is paid for by the GC for the benefit of the owner, who eventually pays for the coverage in the contract. Since, to my knowledge, DC Frost Associates, Inc./Coombs Hopkins Company does not hold a California General Contractor’s License, then coverage is not available using this route.
La Jolla Professional Insurance Assoc., Inc.
10225 Barnes Canyon Rd Ste 210
San Diego, CA 92121-2736
858-834-4040 x1 | Bill@LJPIA.com (best method) | Fax: 858-834-4066

No other avenue is known to me by which Builders’ Risk insurance would be available to you when operating as a Manufacturer’s Representative.

Hope this information is useful. Just reply or call if I can help in any way.

Sincerely,

Bill Ritman

Bill Ritman, CPCU
EXHIBIT B

CONTRACTOR RATE SCHEDULE

1.0 Contractor shall be compensated for actual services performed in accordance with this Agreement per the scope of work and fee as described in Exhibit A-1.

2.0 A budgetary amount of $93,200.00 (which amount applies to Contractor’s fee, parts and additional as-needed site visits) 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. The budgetary total is allocated as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routine maintenance and service</td>
<td>$23,200</td>
</tr>
<tr>
<td>Proprietary parts and consumables and additional as-needed site visits</td>
<td>$70,000</td>
</tr>
</tbody>
</table>
DATE: OCTOBER 17, 2019

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: CONTRACT AMENDMENT NO. 3 WITH BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNWOOD

SUMMARY

In 2016, the District approved three wellhead treatment projects through the Safe Drinking Water Program: California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11. The wellhead treatment system at all three wells will consist of a complete granular activated filtration system built within the boundaries of the existing well sites owned and operated by the water systems. Granulated Activated Carbon filtration is a closed system that has long been recognized as an effective means for removing Volatile Organic Compounds (VOCs), including PCE and TCE, from groundwater wells. The treatment systems will have the capacity to treat the full flow of the wells.

On October 19, 2017, the Board executed an agreement with Butier Engineering Inc. $216,000 for Construction Management Services to assist with overseeing the contractors for the California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11 projects contracted by the District.

Construction for all three projects began between July and September 2018 and since commencement, the District encountered equipment supplier manufacturing delays, storm drain capacity issues, permitting delays and issues with survey records. As a result, Amendment No. 01 with Butier Engineering was executed February 2019 for $257,232.50 to extend the resource hours needed to continue full-time inspection services and construction management. Since that time, all three projects have encountered additional unforeseen delays and change orders that have impacted the resources needed to continue construction management services. The three projects that were scheduled for completion by May or June must be extended to December due to change order work and new equipment delivery delays as well as permit design changes. Construction management/inspection services expires October 19, 2019. At such a critical time, the contract amendment is needed, and Staff would like to extend
the contract through January 31, 2020 and increase the contract for an additional $100,620 to continue services through completion of the three projects.

**FISCAL IMPACT**

Amendment No. 3 would extend the contract date through January 31, 2020 and increase the contract for an amount not to exceed $100,620. There are sufficient funds in the District’s Capital Improvement Program for the proposed work. The amount for extended construction management services will be paid from the 2019/20 Safe Drinking Water budget.

**GROUNDWATER QUALITY COMMITTEE RECOMMENDATION**

The Groundwater Quality (GWQ) Committee recommends that the Board of Directors approve execution of Contract Amendment No. 3 with Butier Engineering Inc. for construction management services for three Safe Drinking Water approved projects for an additional amount not to exceed $101,000 through February 29, 2020 subject to approval as to form by District Counsel.

**ATTACHMENT:**

Draft Amendment No. 3 for Professional Services with Butier Engineering, Inc.
AMENDMENT NO.3 TO CONTRACT NO. 946
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA AND
BUTIER ENGINEERING, INC.

This Amendment No.3 to Contract No. 946 ("Amendment No.3"), is made and entered into this 17th day of October, 2019 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Butier Engineering, Inc., (hereinafter “Consultant”). The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On October 19, 2017, a certain agreement, hereinafter referred to as Contract No. 946 ("Agreement"), was executed between the District and Consultant to provide construction management services and oversee contractor work on three of the District’s Safe Drinking Water Program Wellhead Treatment Projects (Projects): California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11; and

B. WHEREAS, On July 18, 2019, the District and Consultant entered into Amendment No.2 to the Agreement in order to increase the budgetary amount for the continuation of construction management services to oversee the completion of the three projects due to unforeseen site conditions requiring additional design and permitting delays; and

C. WHEREAS, District and Consultant now desire to enter into this Amendment No.3 to the Agreement in order to increase the budgetary amount for the continuation of construction management services due to encountering additional unforeseen delays which have impacted the resources needed to continue construction management services, as set forth below.

II. AMENDMENT

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

1. Fee: The budget for services as established in the Agreement shall be increased by an amount not to exceed One Hundred One Thousand Dollars ($101,000.00), as provided for in Exhibit B, attached hereto and incorporated herein by this reference.
2. **Term of Agreement:** The term of the Agreement shall be extended to February 29, 2020 (the “Expiration Date”).

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

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Agreement to be executed as of the Effective Date.

**BUTIER ENGINEERING, INC., ("CONSULTANT")**

---

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

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**Approved As To Form**

**LEAL, TREJO APC**

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

AMENDMENT NO.2, AMENDMENT NO.1, and CONTRACT NO.946
AMENDMENT NO.2 TO CONTRACT NO. 946
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
BUTIER ENGINEERING, INC.

This Amendment No.2 to Contract No. 946 (“Amendment No.2”), is made and entered into this 18th day of July, 2019 (“Effective Date”), by and between the Water Replenishment District of Southern California (hereinafter “District”), and Butier Engineering, Inc., (hereinafter “Consultant”), The District and Consultant are collectively referred to herein as the “Parties”.

I. RECITALS

A. WHEREAS, On October 19, 2017, a certain agreement, hereinafter referred to as Contract No. 946 (“Agreement”), was executed between the District and Consultant to provide construction management services and oversee contractor work on three of the District’s Safe Drinking Water Program Wellhead Treatment Projects (Projects): California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11; and

B. WHEREAS, District and Consultant desire to enter into this Amendment No.2 to the Agreement in order to increase the budgetary amount for the continuation of construction management services to oversee the completion of the three projects due to unforeseen site conditions requiring additional design and permitting delays, 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. Fee: The budget for services as established in the Agreement shall be increased by an amount not to exceed One Hundred Seventy Thousand Dollars ($170,000.00), as provided for in Exhibit B, attached hereto and incorporated herein by this reference.

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

BUTIER ENGINEERING, INC., ("CONSULTANT")

[Signature]

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

[Signature]

John D.S. Allen

Print Name

President, Board of Directors

Title

[Signature]

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”
AMENDMENT NO.1 TO CONTRACT NO. 946
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
AND
BUTIER ENGINEERING, INC.

This Amendment No.1 to Contract No. 946 ("Amendment No.1"), is made and entered into this 21st day of February, 2019 ("Effective Date"), by and between the Water Replenishment District of Southern California (hereinafter "District"), and Butier Engineering, Inc., (hereinafter "Consultant"). The District and Consultant are collectively referred to herein as the "Parties".

I. RECITALS

A. WHEREAS, On October 19, 2017, a certain agreement, hereinafter referred to as Contract No. 946 ("Agreement"), was executed between the District and Consultant for Consultant to provide construction management services and oversee contractor work on three of the District's Safe Drinking Water Program Wellhead Treatment Projects (Projects): California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11; and

B. WHEREAS, District and Consultant desire to enter into this Amendment No.1 to the Agreement in order to increase the budgetary amount for the continuation of construction management services to oversee the completion of the three projects, 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. Fee: The budget for services as established in the Agreement shall be increased by an amount not to exceed Two Hundred Fifty Seven Thousand Two Hundred Thirty Two Dollars and Fifty Cents ($257,232.50), as provided for in Exhibit B, attached hereto and incorporated herein by this reference.

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

BUTIER ENGINEERING, INC., ("CONSULTANT")

Signature

Print Name

Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature

Print Name

Title

President, Board of Directors

Secretary, Board of Directors

Approved As To Form

LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT “A”
This Professional Services Agreement (the “Agreement”) is made and entered into this 19th day of October 2017 by and between the Water Replenishment District of Southern California (“District”) and Butier Engineering, Inc. (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

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

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

2. Term. The term of this Agreement shall commence on October 19, 2017 and shall end on October 19, 2019 (the “Expiration Date”). At least sixty (60) days prior to the Expiration Date, District staff shall evaluate the quality of the Services that have been provided by the Consultant, the cost of such Services relative to the benefits, and the need for any continuation of the services. The results of such evaluation shall be provided to the appropriate District Committee, which committee shall provide a report to the District’s Board of Directors (“Board”). If the Board determines that there is a demonstrated need for the continuation of such Services, the Board may renew the Agreement on terms and conditions that do not provide for a significantly longer term, increased scope of services or increased fee schedule than is provided for in Paragraphs 1 or this Paragraph 2. If the Board desires to modify the Agreement to provide for such a significantly longer term, increased scope of services or increased fee schedule, the District shall comply with the provisions of its then current Administrative Code concerning the solicitation and approval of proposals for professional services.

2.1 Termination by District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.1 **Required Policies.**

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

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

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

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

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

12.2 **Required Terms.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the District:

**Water Replenishment District of Southern California**

4040 Paramount Blvd.

Lakewood, CA 90712

Phone: (562) 921-5521

Fax: (562) 921-6101

If to Consultant:

**Mark M. Butier, Jr.**

Butier Engineering, Inc.

17822 E. 17th Street, Suite 404

Tustin, CA 92780

Phone: 714-832-7222

Fax: 714-832-7211

Email: jbutier@butier.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

Robert Katherman
President, Board of Directors

Sergio Calderon
Secretary, Board of Directors

BUTIER ENGINEERING, INC. ("CONSULTANT")

M. B. T. Fr
VP/CEO

Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California
EXHIBIT A
SCOPE OF WORK

1. Consultant shall perform the detailed scope of work described in the Request for Proposal (RFP) for Construction Management Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects, 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-17-004) FOR CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF MULTIPLE SAFE DRINKING WATER WELLHEAD TREATMENT PROJECTS
REQUEST FOR PROPOSAL  
(RFP-17-004)

FOR CONSTRUCTION MANAGEMENT SERVICES
FOR CONSTRUCTION OF MULTIPLE SAFE
DRINKING WATER WELLHEAD TREATMENT
PROJECTS

Issued: August 10, 2017

Pre-Proposal Meeting:
Tuesday, August 22, 2017 at 10:00 a.m.
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFP Due:
Friday, August 25, 2017, at 12:00 p.m.
Melody Wu, Project Administrator
E-mail: mwu@wrdd.org

PROPOSAL DUE:
Thursday, August 31, 2017 at 3:00 p.m. Local Time

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

Request For Proposals

For Construction Management Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

SCOPE OF SERVICES: The Water Replenishment District of Southern California (WRD) is seeking proposals from qualified firms to provide professional Construction Management (CM) for WRD’s Safe Drinking Water Program Wellhead Treatment Projects. This will be a multiple project contract for Treatment Projects located in City of Huntington Park, City of Lynwood, and City of Los Angeles. WRD intends to retain a CM Consultant to undertake various tasks to manage the construction of treatment systems through start-up.

A pre-proposal meeting will be held in the WRD Board Room at 4040 Paramount Boulevard, Lakewood, California 90712, on **Tuesday, August 22, 2017 at 10:00 a.m.** 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, with the subject heading **“Question – RFP for SDW CM Services”** by no later than **Friday, August 25, 2017, at 12:00 p.m.** Questions received from prospective proposers and responses from WRD will be formally documented in a Question and Answer (Q&A) table that will be posted on the WRD website: [http://www.wrd.org/business/water-replenishment-business.php](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 **Thursday, August 31, 2017 at 3:00 p.m.,** or such later time that WRD may announce by addendum to proposers at any time prior to the submittal deadline. The envelope shall be plainly marked on the exterior “PROPOSAL FOR PROFESSIONAL CONSTRUCTION MANAGEMENT” and with the name and address of the Proposer. Envelopes containing proposals will be time stamped upon receipt by WRD.

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

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

Proposals received after the deadline will not be considered under any circumstances. Faxed or e-mailed proposals will not be accepted. There will be no formal opening of the received proposals. WRD reserves the right to reject any and/or all proposals received.
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## 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
REQUEST FOR PROPOSAL

For Construction Management Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

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 Construction Management services for multiple WRD Safe Drinking Water Wellhead Treatment Projects located within the WRD boundaries at various sites in Los Angeles County. 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.

2.0 INTRODUCTION

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

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

Years of improper disposal of industrial solvents allowed volatile organic compounds (VOCs) to seep into Southern Los Angeles county groundwater aquifers. As a result, wells within the area served by WRD have been adversely affected by these contaminants. To mitigate this problem, WRD established a Safe Drinking Water Program as part of its Clean Water Program in 1991. Since that time seventeen projects have been constructed, thirteen of which are VOC removal projects.

The WRD Safe Drinking Water Program provides funding for and is responsible for the design, construction, and purchase of the wellhead treatment equipment. WRD processes the necessary environmental documentation. However, the water producer (groundwater pumper) is responsible for obtaining any health department, discharge, and air quality permits. The pumper is also responsible for operating and maintaining the facilities. Three wells have recently been selected for inclusion in the program. They are the City of Huntington Park Well 15, City of Lynwood Well 11, and California American Water Company Arlington Well. WRD has retained the design consultants to plan, design, and provide engineering assistance during the construction of treatment systems through start-up. WRD intends to retain a construction management team to provide inspection and construction management services of treatment systems through start-up for all four locations.

4.0 SCOPE OF WORK

The Consultant shall provide the following services, including but not limited to those described below, and may propose additional tasks or phases which they feel is necessary based on the information provided and to their experience on projects of similar size and scope.

The overall goals of are:

1. Provide a constructability review of the three project plans & specifications prior to bidding.

2. Assist WRD and the well owners in the issuance and advertisement of bids, and recommendation of contractors to supply and install the systems.

3. Manage the complete construction, inspection, installation, and operation verification of the three wellhead treatment systems at the identified locations. Each project will be bid separately

The construction of these project are to be achieved in the shortest time period and at the most economical cost. The Consultant shall develop a construction management plan to ensure construction can be accomplished within the proposed project budget and schedule. It is the District’s goal to construct the project concurrently if possible.
# PROJECT LOCATIONS & MAP

![Map of project locations](image)

<table>
<thead>
<tr>
<th>Item</th>
<th>City of Huntington Park Well No. 15</th>
<th>City of Lynwood Well No. 11</th>
<th>California American Water Company Arlington Well</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>6720 Cottage Street, Huntington Park, CA</td>
<td>11645 Esther Street Lynwood, CA</td>
<td>5109 Arlington Avenue, Los Angeles, CA</td>
</tr>
<tr>
<td>Well Capacity (gpm)</td>
<td>1100</td>
<td>650</td>
<td>800</td>
</tr>
<tr>
<td>Contaminant(s)</td>
<td>Trichloroethylene (TCE)</td>
<td>Trichloroethylene (TCE)</td>
<td>Trichloroethylene (TCE)</td>
</tr>
<tr>
<td>Proposed Treatment System</td>
<td>Granular Activated Carbon (GAC) System</td>
<td>Granular Activated Carbon (GAC) System</td>
<td>Granular Activated Carbon (GAC) System</td>
</tr>
</tbody>
</table>
TASK 1 – Meetings

TASK 1.1 – Kick-Off Meeting

1. **WRD**
   Consultant shall meet with WRD personnel to discuss scope of work, project team, and project schedule, and to receive any additional background information.

2. **Others**
   Consultant shall meet with each of the pumpers, other stakeholders and WRD staff to discuss project locations, site constraints, access restrictions, any prior treatment that may have been performed, and unique features of sites, practical restrictions, and pumper preferences.

TASK 1.2 – Monthly Progress Meetings

Consultant shall meet monthly with WRD staff and purveyor representatives to discuss project progress.

**Deliverable:** Meeting minutes

TASK 2 – Constructability Review of Plans and Specifications

It is the overall goal of the District to save time and money by uncovering problems or potential problems that may be encountered during construction such as errors, omissions, ambiguities and conflicts. The consultant shall review each project’s plans & specifications prior to bidding to ensure a clear and complete set of bid documents and reduce impacts to the project. The consultant will review the plans, specifications, and bid schedule to make sure the work requirements are clear, conflicts are identified & corrected and reduce the need for clarifications.

**Deliverable:** Constructability Report. The Consultant will mark up the plans and specifications to identify the areas of needed corrections. The Consultant will also provide the review comments in spreadsheet format where comments can be quickly sorted.

TASK 3 – Construction Management

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 3.1 – Project Management

The consultant shall oversee construction management of the projects. The responsibilities shall include:

1. Bid Advertisement and Award - During the advertisement period, the consultant shall be available to answer questions that any potential bidder may have and shall conduct Pre-Bid meetings for each facility. Consultant shall assist WRD in evaluation and verification of the accuracy of the bids received to ensure responsiveness, and recommend award.

2. Preconstruction meeting—This shall be held with the contractor of each facility to go over the schedule and various responsibilities.

3. Progress meetings. The consultant shall develop the progress meeting schedule to ensure that proper progress is being achieved on the projects. Based on the scope of work described herein, the Consultant shall propose the frequency of meetings needed to successfully complete each project.

4. Submittals—Consultant shall review shop drawings and other submittals produced by contractor for conformance with design specifications and recommend approval, rejection, or modification.

5. Inspection—The consultant shall be present to inspect and recommend the acceptance, rejection, or modification of equipment delivered or work performed.

6. Progress Payments—Consultant shall recommend review monthly contractor invoices and recommend payment or rejection.

7. Change Orders – Consultant shall review and coordinate change order requests.

Deliverable: Meeting notes and activity summaries, and recommendation memoranda

Task 3.2 – Progress Reports and Invoicing

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. Each project will be invoiced separately. 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.

5.0 DESIRED QUALIFICATIONS

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

1. Demonstrate at least 5 years of experience working on similar water treatment projects.

2. The Consultant firm must be located within 60 miles of WRD’s District boundaries.

3. 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 professional construction management experience working on similar projects of similar size and scope or larger.

4. Professional Construction Management certifications/licenses or Engineering with a specialization in Construction Management.

6.0 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.
6.1 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.

6.2 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.

6.3 Table of Contents

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

6.4 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. Include a brief summary of the firm’s philosophy related to the planning and design of Project(s).

6.5 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. Provide a narrative demonstrating your firm’s or team’s ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet the District’s goal of moving the projects through construction within the earliest possible timeframe. Also discuss at a minimum the following:

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

(ii) Approach to assignment of work within the firm and how team members will conduct tasks and prepare anticipated deliverables,
(iii) Describe the Proposer’s project management approach and communications protocol,

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

(v) Technical approach to assigned tasks on how the projects will be implemented from construction to completion and,

(vi) 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.

6.6 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.

6.7 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 five (5) water treatment related construction management projects successfully completed within the last five (5) 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 five (5) client references from similar projects completed in the last five (5) years. The District at its discretion may contact other firms or agencies for additional information. Failure to provide accurate contact information, adequate information or project reference summaries may be cause for rejection of the proposal as being nonresponsive.

6.8 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:

- The Project Manager,

- 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),

- The role each team member will play in providing services under the Contract, and

- 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 10.6 for definitions of LBE, SBE, and VBE.

6.9 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.

6.10 Other Information

The proposal shall include a statement that the Proposer will meet the insurance requirements per Section 12.1 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.

6.11 WRD Standard Contract

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

6.12 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 that 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.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

7.1 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. All sections of the PDF file shall be bookmarked.

7.2 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.

7.3 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 CONSTRUCTION MANAGEMENT-INSPECTION SERVICES" 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.

7.4 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@wrd.org with the subject heading “Question – RFP for SDW CONSTRUCTION MANAGEMENT Services”.

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 10.4.

7.5  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.

8.0  PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for Tuesday, August 22, 2017 at 10:00 a.m., 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. 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.

9.0  PROCUREMENT SCHEDULE AND PROCESS

9.1  Solicitation Schedule

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued by WRD</td>
<td>August 10, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>Tuesday, August 22, 2017 at 10:00 a.m.</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFP</td>
<td>Friday, August 25, 2017, at 12:00 p.m.</td>
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<tr>
<td>Proposals Due</td>
<td>Thursday, August 31, 2017 at 3:00 p.m.</td>
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<tr>
<td>WRD Board Awards Contract</td>
<td>Thursday, September 21, 2017</td>
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9.2  Selection Process

August 10, 2017
RFP for Professional Construction Management Services
RFP-17-004
This solicitation is being conducted by WRD through a fair and open process in accordance with procurement policies established for water replenishment districts in the State of California, those policies established by WRD, and applicable State laws.

All responsive proposals will be evaluated by a selection committee formed by the District. The proposal shall be of such scope and depth to sufficiently describe and demonstrate the Proposer’s understanding, approach, and qualifications to successfully complete the scope of services described herein. Submittal of incomplete or vague responses to any section or subsection of this RFP may result in rejection of the proposal. Proposals will be evaluated, scored, and ranked based on the criteria specified in Section 10 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.

10.0 EVALUATION CRITERIA

Selection will be made on the basis of WRD’s judgment as to which proposal best serves WRD’s interest. The proposal will be evaluated on the basis of the 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.

10.1 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.

10.2 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.

10.3 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.
10.4 Billing Rates

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

10.5 Organizational and Support Resources

The following will be considered in the evaluation of proposals:

1. 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.

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

10.6 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.

11.0 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.

11.1 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.

11.2 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.

11.3 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 selected firm.
11.4 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.

11.5 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.

11.6 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.

12.0 TERMS AND CONDITIONS

12.1 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.

12.2 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.

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

12.4 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.

12.5 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.
13.0 LEGAL POLICIES

13.1 Compliance

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

13.2 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.

13.3 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.

13.4 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.

13.5 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.
Attachment A

Key Personnel Participation in Example Projects
## KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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<thead>
<tr>
<th>NAMES OF KEY PERSONNEL</th>
<th>ROLE IN THIS PROPOSAL</th>
<th>EXAMPLE PROJECTS LISTED IN SECTION 4.2.1</th>
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<tr>
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<td>Peter L.</td>
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### EXAMPLE PROJECTS KEY

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# ATTACHMENT A
## KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

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<th>NAMES OF KEY PERSONNEL</th>
<th>ROLE IN THIS PROPOSAL</th>
<th>EXAMPLE PROJECTS IN SECTION 5.7 (Describe roles under project key number for participation in example projects.)</th>
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## EXAMPLE PROJECTS KEY

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Attachment B

Consultant and Subconsultant Status as LBE, SBE and VBE
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Attachment C

WRD Standard Agreement for Professional Services
PROFESSIONAL SERVICES AGREEMENT
[INSERT CONTRACTOR NAME]

This Professional Services Agreement (the “Agreement”) is made and entered into this [ day of ], [ year ] by and between the Water Replenishment District of Southern California ("District") and [Insert Contractor Name] (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

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

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

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

2.1 Termination by District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Instructions to Consultant.** In the performance of the services set forth in this Agreement, Consultant shall report to and receive instructions from the following person(s) on behalf of the District: [insert name(s)].

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.

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

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

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

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

If to the District:

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

If to Consultant:

**Contact Name**
**Address**
**Address**
**City, State ZIP**
**Phone:**
**Fax:**
**Email:**

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**

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
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<tbody>
<tr>
<td>Robert Katherman</td>
<td>Sergio Calderon</td>
</tr>
<tr>
<td><strong>Print Name</strong></td>
<td><strong>Print Name</strong></td>
</tr>
<tr>
<td>President, Board of Directors</td>
<td>Secretary, Board of Directors</td>
</tr>
<tr>
<td><strong>Title</strong></td>
<td><strong>Title</strong></td>
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[INSERT CONTRACTOR NAME], ("CONSULTANT")

<table>
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<tr>
<th>Signature</th>
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<tbody>
<tr>
<td><strong>Print Name</strong></td>
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<td><strong>Title</strong></td>
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**Approved As To Form**
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California

Water Replenishment District of Southern California 9 Professional Services Contract [insert contractor name]
EXHIBIT A
SCOPE OF WORK

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

Attach provided Rate Schedule Here.

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

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

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

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

Checklist for Additional Insured Endorsement

Contractor Name: ________________________________
Project Name: ________________________________

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

☐ 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:
  - Form CG 20 10 11 85 (E1) or
  - 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"
  - "Blanket" Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement"
  - If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)
    - Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)
    - 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
Rev: 04/13/17

Exhibit C Evidence and Required Forms of Insurance

[insert contractor name]
EXHIBIT A-2

SCOPE OF WORK
3. Project Overview & Approach

PROJECT UNDERSTANDING
The Butier Team understands that the District is seeking a qualified consulting firm to perform professional construction management and inspection services of treatment systems through start-up for three wellhead locations. The purpose of the project is to install wellhead treatment equipment on wells that have been identified under the Safe Drinking Water Program as contaminated with volatile organic compounds (VOCs). The contaminant for all of the wells is Trichloroethylene (TCE) and the proposed treatment system for each is the Granular Activated Carbon (GAC) System. The three wells that have recently been selected for inclusion in the project include the following:

<table>
<thead>
<tr>
<th>Well / Location</th>
<th>Capacity</th>
<th>Design Stage</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Huntington Park Well No. 15</td>
<td>1100 gpm</td>
<td>65% Tetra Tech</td>
</tr>
<tr>
<td>6720 Cottage Street, Huntington Park, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Lynwood Well No. 11</td>
<td>650 gpm</td>
<td>85% KEH &amp; Associates</td>
</tr>
<tr>
<td>11645 Esther Street, Lynwood, CA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>California American Water Company Arlington Well</td>
<td>800 gpm</td>
<td>90% Valentine Environmental Engineers</td>
</tr>
<tr>
<td>5109 Arlington Ave, Los Angeles, CA</td>
<td></td>
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</tr>
</tbody>
</table>

The estimated cost of construction for each well is $1 million - $1.5 million. The projects will be staggered and are expected to overlap. It is anticipated that the combined project duration will be less than two years with each well taking six (6) to eight (8) months from NTP to start-up. The actual labor hours spent on site isn’t expected to take the full 6 - 8 months.

Most of the project duration will consist of procuring the wellhead treatment equipment, which has a long lead time. Each separate bidding will include the purchase and installation of the treatment equipment. It will not be pre-purchased by the District. The site work is minimal and will consist mostly of pipe work and concrete foundations.

SCOPE OF WORK

1. Meetings

A. Kick-off Meeting
The Butier Team will schedule and facilitate a kick-off meeting with WRD personnel to discuss the scope of work, project team, and project schedule and to receive any additional background information. In addition, the Butier Team will schedule and facilitate kick-off meetings with each of the pumpers, project stakeholders and WRD staff to discuss the following: any prior treatment that may have been performed; contract administration guidelines; contractual roles; and reinforcement of specific requirements for safety, access, and coordination issues for the work. The CM/Lead Inspector will provide a meeting agenda three (3) days in advance of the meeting and transmit meeting minutes to all attendees within three (3) business days.

B. Monthly Progress Meetings
The Project Manager and CM/Lead Inspector will schedule and conduct construction progress meetings with WRD staff and purveyor representatives and provide meeting agendas. Topics discussed at the meetings will include the project schedule; near-term activities; clarifications and problems that need resolution; coordination with other Contractors; status of change orders, submittals, and RFIs; safety issues; OSHA visits and citations; and other topics. The PM and CM/Lead Inspector will identify action items and assign responsibility for the action and date action is to be completed; prepare minutes of the meetings and include identified action items; review the meeting minutes with the Contractors and obtain the Contractors’ concurrence with the content; and distribute the minutes to the attendees within five (5) calendar days of the meeting.

C. Pre-Construction Scheduling Meeting
Butier’s Project Manager / Senior Scheduler and CM/Lead Inspector will facilitate a pre-construction scheduling meeting with the District and the Contractors to discuss the scheduling specification requirements and format. The meetings will facilitate timely submittal, review, and approval of the Baseline Schedules and help to reduce the number of resubmittals. The CM/Lead Inspector will prepare an agenda 5 business days prior to the meetings and submit to the District for approval. The CM/Lead Inspector will distribute meeting minutes to all attendees within 3 business days of the meetings.
2. Constructability Review

Prior to bid of each project, the Butler Team will review the plans and specifications (including the bid schedule). Written comments will be provided related solely to the completeness and adequacy of the documents for bidding and construction purposes. Particular emphasis will be placed on the adequacy of the documents for constructability, promotion of site safety, avoidance of construction contractor claims and construction cost overruns, meeting environmental compliance, and meeting overall project schedules. The Team will identify ambiguities, conflicts, lack of clarity, and use of unnecessarily restrictive requirements.

The CM team—consisting of professional civil, mechanical, and electrical engineers—will implement a checklist for thorough constructability reviews through final design completion of the project plans, technical specifications, and estimates provided by the design consultants (KEH & Associates, Tetra Tech, and Valentine Environmental Engineers). The CM Team will prepare a report for each project for review, comment, and approval by the District prior to submitting comments to the design consultants. The constructability reviews will include, but not be limited to, the following: technical elements of the design; completeness and compatibility of the plans and technical specifications; compatibility of the design packages; and feasibility of the construction staging/phasing.

Review comments will address the minimization of interference between all construction contractors working at the various sites. The Team will provide review comments to the District in a written report, consistent with the design review schedule. The review comments will be provided electronically in a spreadsheet format specified by the Design Engineers and the WRD Project Manager.

3. Construction Management

A. Bid Advertisement and Award

Our Team can assist the District in conducting contractor outreach to help publicize the projects and ensure an adequate number of bidders. Effective bidder outreach will help to ensure that large bidding pools are created. Our Team can also assist the District by conducting effective pre-bid meetings including site tours, if necessary. These serve to inform bidders about key project issues and requirements resulting in more responsive bids and better bid prices. The CM Team will assist District staff with the advertisement for bids, conduct pre-bid meetings, be available to answer questions that any potential bidder may have, receive and evaluate all bids submitted, prepare a bid summary sheet of all bids, conduct a reference check on the apparent low bidders, and provide recommendations to the District for bid award. The PM will assist the District with any bid protests and contract negotiations.

B. Pre-Construction Meeting

The Project Manager and CM/Lead Inspector will schedule and facilitate pre-construction meetings for each project with the Contractors and the District. The project team will outline the following to the Contractors: contract administration guidelines, contractual roles, reinforcement of specific requirements for safety, access, and coordination issues for the work. The CM will provide a meeting agenda 3 days in advance of the meeting and transmit meeting minutes to all attendees within 2 business days.

C. Weekly Project Progress Meetings

The Project Manager and CM/Lead Inspector will facilitate weekly construction progress meetings for each project with the Contractors, the District and other necessary stakeholders. The CM/Lead Inspector will prepare an agenda prior to the meeting and distribute meeting minutes within 3 business days. The meetings will cover site safety, progress, job problems, and any actions requiring clarification of design intent, ambiguities in contract documents, and other key issues. Action monitoring will be implemented to ensure compliance and timely response by all parties.

D. Document Control System

Butler utilizes cloud-based construction project management software. The program affords the project team with 24/7 visibility into project status and a centralized, comprehensive platform to manage all vital project data. The program will allow us to create "dashboards" specific to the user. This will allow District staff and vital stakeholders to quickly access project records for key metrics and provide near real-time updates of project progress.

E. Shop Drawings and Submittal Reviews

The Butler Team will be responsible for processing and monitoring the status of submittals for each project. Using a systematic tracking procedure established by the CM/Lead Inspector for timely submittal review and processing of shop drawings with means for acceleration of review possible for significant critical controlling shop drawings. In meeting the District's internal timeframes, submittals will be processed on a one-week turnaround basis or sooner. Submittal tracking will be introduced into the electronic document control system and status of submittals will
be known at all times. This system will be coordinated with each Contractor per contract document requirements. The CM/Lead Inspector will provide limited reviews as shop drawings are received during the construction phase and provide recommendations and review comments supplemented by District staff.

F. On-Site Field Inspection

Butier will provide a CM/Lead Inspector who is qualified to oversee all of the work at each project site, including project start-up performed by the Contractors to ensure it is in compliance with the contract documents, industry standards and applicable codes, local regulations, and construction permits. Additional CM/Lead Inspector responsibilities include the following:

- **Pre-Construction Survey:** Perform a pre-construction site video survey with the Contractors prior to the NTP. Document the existing condition of all areas that will be impacted by construction. The CM/Lead Inspector will also take digital photographs to document the existing conditions. The survey documentation will be provided to the project team via a cloud based link. A permanent record will be downloaded at the end of the project.

- **Daily Inspection Reports:** For each project, the CM/Lead Inspector will maintain daily inspection reports, which will be submitted to the District on a weekly basis. The reports will document construction activities for each well, including the date, day of week, and weather conditions; hours of work; personnel on site; equipment being used; idle or inoperable equipment; details of each activity; controversial matters/disputes; deficiencies and violations; instructions issued to the construction contractor; safety concerns; description of accidents; major material and equipment deliveries to the site; names of visitors to the site; and delays and extra work.

- **Photographic Records:** Provide weekly photographic/digital records of each project during construction. Log construction digital photographs on a daily basis. A digital photographic library will be maintained of significant construction activities. The photographs will be labeled with the date, location, and narrative information. Additional digital photographs will be taken of change order and claim items, and any special or unique conditions as they arise. The photographic library will be turned over to the District at the completion of the construction contract.

- **Schedule Review:** Reviewing the Contractors’ two week “look ahead” schedules and coordinate staffing needs with Butier’s Project Manager.

- **Record Drawings:** The CM/Lead Inspector will review each Contractor’s record drawings on a monthly basis to ensure that timely recording is being accomplished. The CM/Lead Inspector will ensure that District record drawings identify RFIs, shop drawing revisions, change order modifications, etc. and that they are updated weekly. The record drawings will be submitted to the Design Engineers at the completion of each project. The CM/Lead Inspector will coordinate the submittal of completed record drawings to the District’s Records Manager. The CM/Lead Inspector will hold monthly record drawing review meetings with the District’s PM and the Contractors prior to submittal of monthly progress payments. Construction contract documents should provide the District with the ability to withhold a percentage of the monthly pay request to ensure timely completion of as-built drawings. Butier will be utilizing Blue Beam.

- **RFIs:** Discuss responses to RFIs with Butier’s Project Manager as required and coordinate the replies to the Contractors; review of the submittals; provide non-conformance reports; and provide documentation of construction activities, duration of activities, manpower and equipment allocation.

G. Review Monthly Progress Payments

The CM/Lead Inspector will receive, check, and verify all Contractor monthly progress payment requests and other project-related invoices based upon the cost-loaded schedule. The progress payment worksheet will be based on an approved schedule of values. Progress pay requests will be checked against the approved schedule of assigned values and actual in-place quantities verified at the end of the pay period. The pay request format will be established by the project team to expedite checking, processing, and subsequent updating of project budgets and cost projections and forwarded to the District’s Project Manager for approval and payment to the Contractors.

H. Contractor Claims & Change Orders

The Project Manager and CM/Lead Inspector will have no authority to issue changes or modifications to the contract documents. The CM/Lead Inspector will track, document, and negotiate all changes for added costs or credits with the Contractor and evaluate all schedule impacts of changes. The Project Manager and CM/Lead Inspector will advise the District’s Project Manager of equitable cost and time adjustments for proposed or authorized changes including credits, if any that are due.
Butler's Project Manager and the CM/Lead Inspector will evaluate all claims by the Contractor seeking additional costs or additional time for contract modifications. The documentation of claims issues are included in the Document Control System and provide the Team with detailed data for determining the validity of all requests. Butler's Project Manager and the CM/Lead Inspector will assess whether the claim is merited and make recommendations on resolution or denial of claimed costs. The CM/Lead Inspector will identify, prepare, log and monitor all Contractor claims or changes and will prepare a position paper setting forth the contractual basis of the change order entitlement, background leading to the request for potential change order, possible resolution to change requests, and recommendations for the District's decision.

I. Review Contractor's CPM Schedule
Butler's Project Manager / Senior Scheduler will evaluate and monitor the Contractors' Baseline Schedules, weekly look-ahead schedules, monthly schedule updates, Time Impact Analyses (TIAS), schedule revisions, and as-built schedule submittals. The Project Manager / Senior Scheduler will also update the overall project schedules to reflect actual progress and changes. Slippage of any contract activities on the critical path, as well as time sequence problems, will be identified early so that the Team may take corrective action, if possible. The Contractors should be required to re-evaluate the logic of their original schedules and resubmit revised planning should the original plan be ineffective or not followed. Contractor time extensions must be supported by critical path impacts on the approved baseline schedules. The Butler Team will utilize Primavera Project Planner (P6) to perform schedule reviews.

J. Project Reports and Invoicing
Each month, the CM/Lead Inspector will submit a progress report along with an invoice for the work accomplished during the reporting period. The report will 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 will be included. Invoices submitted will be consistent with the monthly progress report format. The approved budget, along with the budget for any task, will not be exceeded unless previously authorized in writing by the District. The Project Manager and CM/Lead Inspector will notify the District's Project Manager immediately upon reaching 50 and 75 percent of the project's budget.

The monthly invoice will be in a format approved by the District. Each project will be invoiced separately. At a minimum, each invoice will contain the purchase order or contract number and will be itemized by task. A subtotal for each task will be included. Names of persons, their job titles, hourly billing rates, actual hours worked during the billing period, and subtotal labor costs will be summarized in a table. The Butler Team will adhere to the reporting requirements provided by the District and will prepare invoices that comply with the requirements.

4. Closeout and Acceptance

A. Testing
The CM/Lead Inspector will observe and coordinate that testing for each well has been successfully completed and verify and confirm that proper operation for all systems is satisfactory. After successful testing, a written report will be provided to the District.

B. Final Punch List
The CM/Lead Inspector will prepare a project punch list at substantial completion of each project and coordinate the correction of deficiencies and schedule. Upon correction of deficiencies by the Contractors, the CM/Lead Inspector will coordinate and conduct a final walk-through prior to the acceptance of work with the Design Engineers, District's Project Manager, District's Operations and Maintenance Department, and other staff as directed by the District's Project Manager.

C. Final Payment Requests
The CM/Lead Inspector will verify that the Contractors have made all payments to the subcontractors and vendors and that any stop notices or liens have been released.

D. Contractor's Project Record Drawings
The Butler Team will review the Contractor's final red-line drawings for completeness and accuracy before final payment is approved and drawings are given to the Design Engineers for incorporation into AutoCAD. The Project Manager will submit the final red-line drawings (hard copies and electronic PDF copies) to the District and the Design Engineers.

E. Final Progress Documentation Report
The CM/Lead Inspector will prepare and submit a final progress report to the District no later than 60 calendar days following the filing of the Notice of Completion.

F. Project Documents and Files
The CM/Lead Inspector will furnish all original project documents and final reports—including daily logs and photographs—to the District's PM within 60 calendar days following filing of the Notice of Completion.
Water Replenishment District of Southern California  
Construction Management Services for Construction of  
Multiple Safe Drinking Water Wellhead Treatment Projects

Project Management Approach

The Butler Team will use a project control system consisting of four elements that provide quality assurance/control procedures and guidelines in the execution of all construction management projects. The four elements are:

- Technical Quality Control Procedures
- Cost and Schedule Control (For CM Team and Construction Contracts)
- Quality Assurance/Quality Control
- Construction Management Communications Manual

A. Technical Quality Control Procedures

Technical quality control on each project is accomplished by three primary means:

1) Assigning experienced, qualified project personnel
2) Implementing regular checking procedures
3) Conducting technical reviews.

It is our policy to assign to every project one or more senior staff members to serve as technical advisors. For larger projects, we request the owner allow us to form a technical review committee (TRC) whose responsibilities include: infusing innovative technical concepts at the beginning of a project; providing technical guidance to the Project Manager and team members throughout the course of work; resolving technical issues; reviewing the work at key milestones to see that the work product meets and exceeds the high standards for technical excellence that Butler sets for itself; and assuring the technical adequacy of the project prior to the submittal of the product to the District.

B. Cost and Schedule Control

While the CM Team’s ability to meet schedule milestones will be important for meeting the overall goals of the project, their ability to monitor and manage the Contractor’s performance will be critical to minimizing problems during construction. Contractor schedule requirements will be specified in the contract documents based on the needs of the project. Such requirements include substantial completion deadlines and interim and final completion dates. The Butler Team will use two primary tools to track construction schedule performance. First, resource-loaded schedules (Primavera) are the basis for evaluating performance and identifying if potential problems will occur. Second, variance identification/analysis initiates recovery when problems do occur.

The construction progress will be evaluated based on data contained in approved, resource-loaded critical path method schedules. The Contractor will be required to submit detailed resource-loaded schedules for acceptance by the District. The Contractor is then required to provide timely, detailed status information as the work progresses. The Butler Team will project future performance through trend analysis and evaluate the Contractor’s actual performance by comparing actual quantities completed versus planned. The primary resource loading for these evaluations include: 1) Cost (dollars); 2) Man-hours (by craft); 3) Quantity of work (cubic yards, linear feet, etc.); and 4) Construction equipment listing.

An initial baseline schedule submittal from the Contractor must be reviewed for compliance with the contract documents and established procedures to determine that the schedule logic is accurate, durations are reasonable, float is managed properly, adequate reserves are established, pending and approved changed orders are included, and most important, that the schedule is a reliable tool for measuring progress.

Every measurement of schedule performance must be compared with the approved or baseline contract schedule. While all deviations from the baseline schedule are variances, not all variances are significant or schedule threatening.

The CM Team must be aware of the activity start date, regardless of float. Schedule variances must be addressed with the Contractor at weekly progress meetings and whenever the CM Team deems appropriate. The importance of schedule management and “staying ahead of the Contractor” is critical for managing an inexperienced Contractor or managing a Contractor that is prone to submitting claims, in order to minimize costs to the District. The Butler Team has managed both types of Contractors on similar projects.

The CM Team will evaluate each variance, its cause and possible corrective actions, and require the Contractor to provide an action plan to correct unsatisfactory variances. If a satisfactory resolution is not achieved, the CM Team must take action. Control of schedule performance must be addressed at the weekly progress meetings with the Contractor. Anticipated work to be accomplished should be reviewed based on a three-week “look ahead” schedule updated weekly by the Contractor. Available information must be evaluated for schedule exceptions, available contractual options, and corrective actions required by the Contractor.
Recovery plans are required whenever the Contractor falls significantly behind schedule. These plans should address mitigation efforts such as additional crews and shifts, or developing work-around schedules that move the delayed activity off the critical path so that its completion will not affect critical milestones. The Butler Team will prepare monthly project reports that track project status and budget as a means of documenting the project history. A cost analysis will be performed that analyzes earned value and includes projections of expenditures. Critical issues will be identified, and an analysis will include action items and recommendations for resolution.

C. Quality Assurance and Quality Control Plan
The Butler Team will develop a QA/QC Plan for the assigned projects. The plan will reflect a set of objectives defined by District staff, assigned CM and inspection personnel. The purpose will be to provide District staff with a disciplined format for measuring management policy objectives. In the future, the information derived should serve as a template for how the District can best utilize consultant staff to meet its short-term construction needs.

The plan will include the overall project QC procedures, as well as a comprehensive plan for testing, inspection, and documenting contractor compliance with the construction contract documents. The QA/QC Plan shall include provisions for the review of drawings, specifications, technical reports, memoranda, meeting summaries, calculations, and estimates, and may be developed from standards currently implemented by the District.

Procedures will be incorporated to ensure reviews by the District of all project documents, including both print and electronic, are addressed. The QA/QC Plan shall be organized into the following sections: 1) Organization and Responsibility; 2) Execution and Schedule; 3) Procedural Requirements; and 4) Project Quality Management Audits.

These sections define requirements and procedures for checking, reviewing, distributing, tracking, and controlling documents for QA/QC. The project specific QA/QC Plan shall be submitted and reviewed by the District prior to submittal of other project deliverables. The individuals performing QA/QC reviews shall be clearly indicated in the project organization chart. Deliverables shall contain a statement that the information contained in the submittal has been quality control checked in accordance with the QA/QC Plan.

D. Construction Management Manual
The Project Manager will prepare a Construction Management Communications Manual for each project to be approved by the District. The manual will include project correspondence and other forms of communication in accordance with the District's document formatting standards. The Project Manager will prepare a written communications manual that accurately describes the CM organization, roles and responsibilities, reporting relationships, communication requirements, and construction management procedures.

The manual integrates the interdependent roles of the District, Construction Manager, Designer, and Construction Contractor through pre-construction, mobilization, construction, and acceptance of the phases of the work. The manual will include the project delivery plan for construction contracts master program (CPM) schedule, budgets, and cash flow. It will provide for the methodology of monitoring progress in pre-construction, mobilization, and construction phases for comparison of as-planned to base line planning, including milestone updating. The Communication Manual will include as a minimum, the following items:

- **Project Organization**: Individual assignments, responsibilities, phone numbers, lines of communication, and methods for interfacing with the District, local agencies, subcontractors, other contractors under contract to the District, and Contractor. Organization chart showing relationships between the parties involved at the sites.

- **Communication Management**: Document control systems and procedures; distribution lists for each type of project documentation; and examples of all required Contractor forms to transmit and formalize all RFIs, RFCs, submittals, and substitution requests.

- **Meeting and Notice Procedures**: Schedules, notices, agendas, reporting procedures, documentation requirements, and timely acceptance processes.

- **QA/QC**: Procedures, testing, factory inspection, coordination checks, and construction inspection activities for all project features, equipment and materials; and separate sections for each specification section.

- **Contract Administration**: Description of control systems and procedures utilizing Box.com for performing and documenting submittal reviews, clarifications, RFIs, change orders, claims management, contract closeout activities, and other contract administration procedures.
EXHIBIT B
CONSULTANT RATE SCHEDULE AND FEES

1.0 Consultant shall be compensated for actual services performed in accordance with this Agreement, per the project cost and labor hours attached hereto as Exhibit B-1.

2.0 A budgetary amount of $216,000.00 (which amount applies to Consultant’s fee and reimbursable expenses) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Consultant any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Consultant shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT B-1

PROJECT COST AND LABOR HOURS
7. Project Costs & Labor Hours

Proposed Fee
The proposed level of effort is based on the preliminary project schedule provided in the RFP. The final staffing plan will be based on schedules approved for each project. Staffing efficiencies will be realized based on overlapping construction schedules. It is our intent to oversee all three projects concurrently.

In-Plant Fabrication Inspection Scope
We would like to strongly suggest the budget include a contingency to provide in-plant fabrication/testing and inspection services authorized at the discretion of District staff. Upon determining the location of the fabrication shop, a specific risk assessment will be made and presented to the WRD management.

Rates for the Construction Management Team
Vehicle mileage, computers, computer software, printers, reproduction, prints, cell phone service, broadband service, delivery service, mail, telephone charges, office supplies, technical reference materials, training, and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses and other PPE as required shall be billed at the attached rates per labor hour charged to the project.

Excluded from Rates
Trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, broadband / high speed connections, janitorial, furniture, travel and per diem outside the District’s service area.
### Water Replenishment District of Southern California
CM Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

#### Preliminary Staff Resource Plan and Level of Effort (Hours per month)
Based on RFP: Preliminary Schedule

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<th>Feb-17</th>
<th>Mar-17</th>
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Total: $215,520
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: 

Project Name: 

Refer to the Additional Insured Endorsements forms following:

Endorsement(s)

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

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

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

☑ Optional - For extra confidence in verifying coverage require Declaration Page and Endorsement Schedule pages - compare the endorsement numbers. Look out for Amendment of contractual liability and or prior works exclusions - refer to Legal Counsel.
EXHIBIT "B"
November 18, 2018

Ms. Charlene King, P.E.
Associate Engineer, Construction and Operations
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 0712

Subject: Butier Engineering, Inc.: Construction Management Services Contract Amendment for the Wellhead Treatment Projects

1. Huntington Park Well 15 Treatment Project:
   Project #0122612

2. California American Water Arlington Wellhead Treatment Project:
   Project #0122412

3. Lynwood Well 11 Treatment Project:
   Project #0122512

Dear Ms. King,

Butier Engineering respectfully requests a Construction Management Services Contract Amendment in the amount of $257,232.50 to continue to perform our contract scope of services on the subject projects. The original budget anticipated no City Permits, a GAC Supplier unable to deliver on time, unknown storm drain capacity for well flushing and startup discharges and problems with Survey Records.

The City of Huntington Park has also assumed a major role in the engineering, management and permitting requiring much more effort in coordinating their special requests, independent reviews and permits.

We intend to provide full-time inspection services through June of 2019 and on an as-needed basis for project close-out. This staffing approach will be updated monthly and commensurate with field activity.

If you have any questions regarding our request, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,

Butier Engineering, Inc.
Construction Managers, Consulting Engineers

Mark M. Butier, Jr.
Vice President/CFO

17822 E. 17th St.
Suite 404
Tustin, CA 92780
Tel (714) 832-7222
Fax (714) 832-7211
EXHIBIT “B”
June 19, 2019

Ms. Charlene King  
Associate Engineer, Construction and Operations  
Water Replenishment District of Southern California  
4040 Paramount Blvd.  
Lakewood, CA 90712

Subject: Butier Engineering, Inc.: Construction Management Services Contract Amendment 2 for the Wellhead Treatment Projects

Huntington Park Well 15 Treatment Project:  
Project #0122612

California American Water Arlington Wellhead Treatment Project:  
Project #0122412

Lynwood Well 11 Treatment Project:  
Project #0122512

Dear Ms. King,

Butier Engineering respectfully requests a Construction Management Services Contract Amendment in the amount of $165,244.00 to continue to perform our contract scope of services on the subject projects.

The following chronology of delay along with anticipated delay that follows supports our request.

ARLINGTON

Delay 1. GAC delivery time by manufacturer is 14-16 weeks additional 18 calendar days was needed for project performance. Extend the contract completion date from April 3, 2019 to April 21, 2019.

Delay 2. City of Los Angeles permit process resulted in revised drawings and additional work scope adding 106 calendar days to the project completion time. Extend the contract from April 21, 2019 to August 16, 2019.

• Additional Permit Fees  
• Vault Orientation Modifications  
• 106-day Time Extension + overhead  
• Added 12” Cross and Gate Valve
• Storage & Delivery costs from our valve supplier, GAC vessel supplier and PHC
• Addition of Drain and Nitrate Lines
• Addition of Static Mixers + installation
• Addition of Brooks Variable Flow Meter 2520
• Splitting of spool and adding two flanges surrounding static mixer Westfall 2800
• Extra work on demolition of concrete pad to over-excavate and pour new
• Extra work on grading

Potential Delay 3. Cal American has requested additional concrete encasement for electrical duct banks. Estimate 10 calendar days extend to August 26, 2019 price for this COR is $ 9,395.26.

Potential Delay 4. Extra pipe, appurtenances, and work needed to connect to the existing 48th street well pipe per RFI 46. The pipe has a week lead time and is keeping the contractor from finishing work in that area. Estimate 10 calendar days extend to September 5, 2019 price for this COR is $ 13,072.76.

HUNTINGTON PARK

Delay 1. Emerson Programming 10 cd April 24, 2019 to May 4, 2019

Delay 2. Replace Sand Separator 75 cd May 4, 2019 to July 18, 2019

Delay 3. Modify piping to retain NSF 61 rating 10 CD July 18, 2019 to July 28, 2019

Potential Delay 4. 6/12/19 New piping for the sand separator inlet and outlet drawing and review may result in a delay. Anticipate 14 cd July 28, 2019 to August 11, 2019

Potential Delay 5. 6/12/19 Emerson contract for progring is still not resolved as they are not able to sign a subcontract because of insurance requirements for the Project. Christina related we should plan on providing another vendor. Heath is currently working with another Company to provide programming services. Anticipate 14 cd from August 11, 2019 to August 28, 2019.

Possible Delay 6. 6/12/19 Contractor related there is an issue with seismic calculations as the existing pad will need to be modified. Contractor is working with his structural engineer on this. Contractor has released the sand separator for manufacturing and delivery by 7/4/19. City of Huntington Park also requested revised plans be provided to his Building & Safety Department after approval by TetraTech. Anticipate 20 day delay from August 28, 2019 to September 17, 2019.

LYNWOOD

Delay 1. Sand separator procurement and installation including additional repairs to discharge screen/system and start up may require baker tanks or pumper truck anticipate 103 cd May 20, 2019 to Aug 31, 2019.
We intend to provide full-time inspection services through October of 2019 and on an as-needed basis for project close-out. This staffing approach will be updated monthly and commensurate with field activity.

If you have any questions regarding our request, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,
BUTIER
Construction Managers, Consulting Engineers

Mark M. Butier, Jr.
Vice President/CFO
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**Total**

3 months + 2 months + 4 months = 9 months

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**Total**

1.5 months + 2.5 months + 2 months = 6 months

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**Total**

3 months + 2 months + 4 months = 9 months
6C. RENEWAL OF CITYWORKS SOFTWARE LICENSE FOR ALL WRD TREATMENT PLANTS

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors authorize the current renewal of the Cityworks' License for an amount of $14,500, and future renewals at the rate of $20,000, plus 10% contingency.

7. CONTRACT AMENDMENT NO. 2 WITH BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNNWOOD

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve execution of Contract Amendment No. 2 with Butier Engineering Inc. for construction management services for three Safe Drinking Water approved projects for an additional amount not to exceed $170,000 subject to approval as to form by District Counsel.

8. WRD ADMINISTRATION BUILDING HVAC AUTOMATION SERVICE CONTRACTS WITH CLIMATEC LLC

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a Technical Support Agreement with Climatec, LLC, subject to approval of form by District Counsel, for $65,000 plus $10,000 contingency, for a total amount not to exceed $75,000 to upgrade the automation software of the current system and to provide maintenance services for the building environmental control system over a period of three years.

9. AUTHORIZE RELEASE OF A REQUEST FOR BIDS (RFB) FOR THE LEO J. VANDER LANS WATER TREATMENT FACILITY CALCIUM CHLORIDE BULK STORAGE EXPANSION PROJECT

*Capital Improvement Projects (CIP) Committee Recommendation:* The Capital Improvements Projects (CIP) Committee recommends that the Board of Directors authorize the release of a Request for Bids (RFB) for the Leo J. Vander Lans Water Treatment Facility Calcium Chloride Bulk Storage Expansion Project.
MEMORANDUM

ITEM NO. 7

DATE: JULY 18, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: CONTRACT AMENDMENT NO. 2 WITH BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNWOOD

SUMMARY

In 2016, the District approved three wellhead treatment projects through the Safe Drinking Water Program: California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11. The wellhead treatment system at all three wells will consist of a complete granular activated filtration system built within the boundaries of the existing well sites owned and operated by the water systems. Granulated Activated Carbon filtration is a closed system that has long been recognized as an effective means for removing Volatile Organic Compounds (VOCs), including PCE and TCE, from groundwater wells. The treatment systems will have the capacity to treat the full flow of the wells.

On October 19, 2017, the Board executed an agreement with Butier Engineering Inc. $216,000 for Construction Management Services to assist with overseeing the contractors for the California American Water Arlington Well, Huntington Park Well 15, and Lynwood Well 11 projects contracted by the District.

Construction for all three projects began between July and September 2018 and since commencement, the District encountered equipment supplier manufacturing delays, storm drain capacity issues, permitting delays and issues with survey records. As a result, Amendment No. 01 with Butier Engineering was executed February 2019 for $257,232.50 to extend the resource hours needed to continue full-time inspection services and construction management. Since that time, all three projects have encountered additional unforeseen delays and change orders that have impacted the resources needed to continue construction management services. The three projects that were scheduled for completion by May or June must be extended to September due to change order work and new equipment delivery delays as well as permit design changes. Construction management/inspection services will exceed the approved resource hours needed to complete the projects. A contract amendment is needed, and Staff would like to increase the contract for an additional $170,000 to continue services through completion of the three projects.
FISCAL IMPACT
Amendment No. 2 would increase the contract for an amount not to exceed $170,000. There are sufficient funds in the District's Capital Improvement Program for the proposed work. The amount for extended construction management services will be paid from the 2019/20 Safe Drinking Water budget.

CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve execution of Contract Amendment No. 2 with Butier Engineering Inc. for construction management services for three Safe Drinking Water approved projects for an additional amount not to exceed $170,000 subject to approval as to form by District Counsel.

ATTACHMENT:
Draft Amendment No. 2 for Professional Services with Butier Engineering, Inc.
September 12, 2019

Ms. Charlene King  
Associate Engineer, Construction and Operations  
Water Replenishment District of Southern California  
4040 Paramount Blvd.  
Lakewood, CA 0712

Subject: Butier Engineering, Inc.: Construction Management Services Contract Amendment for the Wellhead Treatment Projects:

- Huntington Park Well 15 Treatment Project –Project #0122612  
- California American Water Arlington Wellhead Treatment Project – Project #0122412  
- Lynwood Well 11 Treatment Project –Project #0122512

Dear Ms. King,

Butier Engineering respectfully requests a Construction Management Services Contract Amendment in the amount of $100,620.00 to continue to perform our contract scope of services on the subject projects through January 2020. The original budget did not anticipate protracted DDW approval processes nor unforeseen conditions of equipment reaching the end of its service life such as sand separators.

The City of Huntington Park has also assumed a major role in the engineering, management and permitting requiring much more effort in coordinating their special requests, independent reviews, permits and providing programming services.

We intend to provide full-time inspection services through June of 2019 and on an as-needed basis for project close-out. This staffing approach will be updated monthly and commensurate with field activity.

If you have any questions regarding our request, please direct them to me for clarification at (714) 832-7222.

Respectfully Yours,  
BUTIER  
Construction Managers, Consulting Engineers

Mark M. Butier, Jr.  
Vice President/CFO
## Water Replenishment District of Southern California

### CM Services for Construction of Multiple Safe Drinking Water Wellhead Treatment Projects

#### Preliminary Staff Resource Plan and Level of Effort (Hours per month)

Based on RFP: Preliminary Schedule

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<th>Project Description/Resource Plan</th>
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<th>Aug-19 Actual</th>
<th>Sep-19 Actual</th>
<th>Oct-19 Actual</th>
<th>Nov-19 Actual</th>
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MEMORANDUM
ITEM NO. 9

DATE: OCTOBER 17, 2019
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ADOPT RESOLUTION NO. 19-1121 - JOINT RESOLUTION OF THE GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWER AUTHORITY APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD

SUMMARY
The District joined the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) on June 18, 2015. Currently, Robb Whitaker is the primary board member and Esther Rojas is the alternate member. All board member terms are valid for two years and it is time to re-appoint one primary and an alternate(s) to represent District.

GWMA Board Members and alternate Board Members serve two-year terms beginning October 1st of each odd-numbered year and concluding on September 30th two years later. Resolution 19-1121 (attached) would designate a Board Member and alternate Board Member(s) to serve continuously across successive two-year terms such that the governing body need not re-appoint the same persons to the GWMA Board every two years, unless the governing body desires to changes its designated Board Member and/or alternate Board Member or must otherwise fill a vacancy.

In accordance to GWMA’s Bylaws adopted on October 12, 2015, all non-Legislative Body appointments to the GWMA Board must be done by Resolution. Legislative Body appointments may be done by minute order. Attached Resolution 19-1121 appoints Robb Whitaker as the primary member and Esther Rojas, Diane Gatza, and Lyndsey Bloxom as the alternate members.
FISCAL IMPACT
Associated and continuous annual membership dues between the District and GWMA was approved on June 18, 2015 as part of the Joint Powers Agreement. The current annual membership due is $15,000 (Invoice Attached).

CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve Resolution 19-1121, subject to approval as to form by District Counsel, with GWMA appointing Robb Whitaker as the primary board member and Esther Rojas, Diane Gatza, and Lyndsey Bloxom as alternate members to represent the District and approve the annual 2019-20 membership dues for an amount not to exceed $15,000.
RESOLUTION NO. 19-1121
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT
DISTRICT OF SOUTHERN CALIFORNIA APPOINTING A MEMBER AND ALTERNATE(S)
TO THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY GOVERNING BOARD

WHEREAS, the Los Angeles Gateway Region Integrated Regional Water Management
Joint Powers Authority (GWMA) was formed in 2007 in response to the passage of two voter
approved water bonds; Proposition 50, passed in 2002 and Proposition 84, passed in 2006; and

WHEREAS, the Water Replenishment District of Southern California (WRD) is a member of
the GWMA; and

WHEREAS, each member agency shall appoint one Member and up to three Alternate
Members to the Governing Board in accordance with the GWMA Bylaws; and

WHEREAS, pursuant to the GWMA Bylaws, the Member and Alternate Members
appointed by this Resolution shall hold office until September 30, 2021; and

WHEREAS, pursuant to the GWMA Joint Powers Agreement and the GWMA Bylaws, the
Member and Alternate Member(s) shall serve two-year terms beginning October 1st of each
odd-numbered year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Effective October 1, 2019, Robb Whitaker is appointed to serve as the GWMA Board
Member representing WRD.

2. Effective October 1, 2019, Esther Rojas, Diane Gatza, and Lyndsey Bloxom are
appointed to serve as alternate Board Member(s) representing WRD.

3. The Board Member and alternate Board Member(s) designated above shall continue in
their respective positions as if re-appointed for each successive two-year term, unless
the Board Member or alternate Board Member(s) is replaced by subsequent action of
this legislative body or he or she ceases to be employed by the agency.

PASSED, APPROVED AND ADOPTED THIS ____________ day of
______________, 2019 by the following vote
AYES:  
NOES:  
ABSENT:  
ABSTAIN:

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________________________  
John D. S. Allen, President

ATTEST:

______________________________  
Secretary of the Board

APPROVED AS TO FORM:

______________________________  
Leal Trejo APC, General Counsel
**INVOICE**

Date: July 1, 2019  
Invoice No: 2020-28  
Payment is Due on August 15, 2019

To: WRD  
Attn: Robb Whitaker

**GWMA Annual Membership**  
**Fiscal Year 2019-2020**

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<th>Description</th>
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| GWMA FY 2019/2020 Annual Member Dues  
(as approved by the Board on June 13, 2019) | $15,000.00 |

**Total:** $15,000.00

Make Checks Payable to:  
GWMA  
16401 Paramount Blvd.  
Paramount, CA 90723