MEETING OF THE CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA., 90712
11:00 A.M., THURSDAY, OCTOBER 10, 2019

AGENDA

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or "For discussion" may also be the subject of an "action" taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF A QUORUM

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3

3. APPROVE THE MINUTES OF JUNE 27, 2019
Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

4. APPROVE THE MINUTES OF JULY 10, 2019
Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

5. APPROVE THE MINUTES OF JULY 25, 2019
Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

6. APPROVE THE MINUTES OF SEPTEMBER 12, 2019
Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

7. AWARD OF CONTRACT TO DC FROST ASSOCIATES, INC.
Staff 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.
8. **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**

*Staff 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.

9. **AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 907 WITH CLIMATE PRO MECHANICAL FOR HVAC SERVICE**

*Staff 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.

10. **AUTHORIZATION TO EXECUTE AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT NO. 900 WITH LIFTECH ELEVATOR SERVICES FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES**

*Staff 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.

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

*Staff Recommendation:* For discussion and possible action.

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

*Staff Recommendation:* For discussion and possible action.

13. **DEPARTMENT REPORT**

*Staff Recommendation:* For discussion and possible action.

14. **DIRECTORS' REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF**
15. **ADJOURNMENT**

The Committee will adjourn to the next meeting currently scheduled for October 24, 2019, at 11:00 a.m.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

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

Agendas are available at the District’s website, [www.wrd.org](http://www.wrd.org).

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 3

DATE: OCTOBER 10, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF JUNE 27, 2019

SUMMARY
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on June 27, 2019 at 11:11 a.m., in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
MINUTES OF JUNE 27, 2019
MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE
BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District was held on June 27, 2019 at 11:11 a.m., in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
Committee: Committee Chair Robert Katherman; Director Willard H. Murray, Jr.excused; Director Vera Robles-Dewitt; Director Sergio Calderon; President John D.S. Allen 11:15 arrival
Staff: Robb Whitaker; Tenisha Simeon; Charlene King; Lyndsey Bloxom; Tom Knoell; David Alvarez; Angie Mancillas
Public: None

2. PUBLIC COMMENT
Pursuant to Government Code Section 54954.3
Director Katherman requested that the CIP meeting be held in the Silverado Conference Room moving forward.

3. APPROVE THE MINUTES OF FEBRUARY 13, 2019
First: Calderon
Second: Dewitt
Discussion: None
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Excused; Murray, Excused
Result: The Capital Improvement Projects (CIP) Committee approved the minutes as submitted.

4. APPROVE THE MINUTES OF MARCH 13, 2019
First: Calderon
Second: Dewitt
Discussion: None
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Excused; Murray, Excused
Result: The Capital Improvement Projects (CIP) Committee approved the minutes as submitted.

5. APPROVE THE MINUTES OF APRIL 11, 2019
First: Calderon
Second: Dewitt
Discussion: None
6. 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

First: Calderon
Second: Dewitt
Discussion: None
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Excused; Murray, Excused
Result: The Capital Improvement Projects (CIP) Committee recommended 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

This will be a consent item for review and approval on the Board of Directors meeting agenda.

7. RENEWAL OF CITYWORKS SOFTWARE LICENSE FOR ALL WRD TREATMENT PLANTS

Water Operations Superintendent Tom Knoell provided a brief overview on this item.

First: Calderon
Second: Dewitt
Discussion: None
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Excused; Murray, Excused
Result: The Capital Improvement Projects (CIP) Committee recommended that the Board of Directors authorize renewal of the Cityworks’ License for an amount of $14,500, and future renewals at the rate of $20,000, plus 10% contingency.

This will be a consent item for review and approval on the Board of Directors meeting agenda.

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

Associate Engineer of Construction and Operations Charlene King briefly presented this item.

First: Calderon
Second: Dewitt
Discussion: None
9. CONTRACT AMENDMENT NO. 2 WITH TO BUTIER ENGINEERING INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SAFE DRINKING WATER PROJECTS: CITY OF HUNTINGTON PARK, CALIFORNIA AMERICAN WATER AND CITY OF LYNWOOD

First: Allen
Second: Dewitt
Discussion: None
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Allen, Yes; Murray, Excused
Result: The Capital Improvement Projects (CIP) Committee recommended 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.

This will be a regular item for review and approval on the Board of Directors meeting agenda.

10. WRD AND LADWP JOINT LOS ANGELES BASIN REPLENISHMENT AND EXTRACTION MASTER PLAN UPDATE

Senior Analyst Lyndsey Bloxom provided handouts and a verbal update on the joint master plan between the District and LADWP. Ms. Bloxom stated that one task of identifying ‘dots’ was complete and that WRD was in the second stage of its master plan. Discussion followed.

No action was taken.

11. LACSD WASTEWATER CONNECTION FEE AND POTENTIAL RECYCLED WATER PROJECTS UPDATE

Ms. Bloxom provide handouts and gave a presentation on the current progress of efforts to improve quantity and quality of recycled water and the anticipated next steps.

No action was taken.
12. DEPARTMENT REPORT
  General Manager Robb Whitaker stated that five outstanding loan payments that WRD had were paid and are now up-to-date.

  The Strategic Planning meeting members will meet at 2:30 to 5:30 p.m. and dinner will be held at 6 p.m.

  Upon a motion duly made by Chair Katherman and seconded by Director Calderon, it was
  RESOLVED: The bus drop-off walkway will be blue in color.

  There will be no July 3rd Board of Directors meeting.

  Assistant General Manager Rob Beste and Senior Analyst Lyndsey Bloxom would be meeting with Mad Systems on June 28th to finalize a start date. Discussion followed.

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

14. ADJOURNMENT
  There being no further business to come before the Committee, the meeting was adjourned at 12:14 P.M.

___________________________       Chair

ATTEST:

___________________________      MEMBER

Approved in minutes of:

___________________________
DATE: OCTOBER 10, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF SPECIAL MEETING OF JULY 10, 2019

SUMMARY
A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on July 10, 2019 at 11:09 a.m., in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
MINUTES OF JULY 10, 2019
SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT

A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District was held on July 10, 2019 at 11:09 a.m., in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
   Committee: Committee Chair Robert Katherman; Vice-Chair John D.S. Allen; Director Vera Robles-DeWitt; Director Willard H. Murray Jr. and Director Sergio Calderon were excused.
   Staff: Robb Whitaker; Rob Beste; Tenisha Simeon; Charlene King; Jessica Koop; Phuong Watson; Eric Owens; Brian Thomas; Tom Knoell; David Alvarez; Angie Mancillas
   Public: Rick Taylor -- Dakota Communications; Ash Dhingra – AKD Consulting (Via phone)

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

3. AMENDMENT AND SUBSEQUENT CLOSEOUT OF THE 6-MONTH SERVICES CONTRACT WITH UNIVAR FOR SUPPLY AND DELIVERY OF CHEMICALS TO ALL WRD TREATMENT FACILITIES
   First: Allen
   Second: Dewitt
   Discussion: None
   Vote: Katherman, Yes; DeWitt, Yes; Allen, Excused; Murray and Calderon Excused. Passed 3 to 0
   Result: The Capital Improvement Projects (CIP) Committee recommended 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.

This will be a consent item for review and approval on the Board of Directors meeting agenda.
4. AUTHORIZE RELEASE OF A REQUEST FOR BIDS (RFB) FOR THE LEO J. VANDER LANDS WATER TREATMENT FACILITY CALCIUM CHLORIDE BULK STORAGE EXPANSION PROJECT

Engineer Jessica Koop provided a brief presentation on this item.

<table>
<thead>
<tr>
<th>First:</th>
<th>Allen</th>
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<tbody>
<tr>
<td>Second:</td>
<td>DeWitt</td>
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<tr>
<td>Discussion:</td>
<td>President Allen requested that Jessica present at the July 18, 2019 Board of Directors meeting.</td>
</tr>
<tr>
<td>Vote:</td>
<td>Katherman, Yes; DeWitt, Yes; Allen, Excused; Murray and Calderon Excused. Passed 3 to 0</td>
</tr>
<tr>
<td>Result:</td>
<td>The Capital Improvements Projects (CIP) Committee recommended 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.</td>
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This will be a regular item for review and approval on the Board of Directors meeting agenda.

5. UPDATE ON BARRIERS AND SPREADING GROUNDS

General Manager Robb Whitaker stated that he had conversed with Mark Pesterella, director of the LA County Public Works Department regarding the spreading grounds. Mr. Whitaker stated that the next step would be the establishment of a Memorandum of Understanding. Discussion followed.

No action was taken.

6. ALBERT ROBLES CENTER OUTREACH PROGRAM UPDATE

Ms. Koop provided an overview on this item. She stated that the ACR open house is still on schedule for August 22, 2019 from 6:00 p.m. to 9:00 p.m. Save-the-date notifications have been mailed out and formal invites will be sent next week. Senior Government Affairs Representative Angie Mancillas had set up an RSVP link for those who would like to reserve online. The Ad-hoc History Committee has been working on the history book. Discussion followed.

No action taken.

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

Senior Engineer Phuong Watson and Ash Dhingra of AKD Consulting provided handouts before updating the committee via presentation. Discussion followed.

No action was taken.

8. DEPARTMENT REPORT

None.
9. DIRECTORS' REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF
Director Allen requested that Senior Government Affairs Representative Angie Mancillas meet with Laurel Firestone of the California State Water Resources Control Board.

Director Dewitt stated that she had received news that SB 200 was going to Governor Newsom’s office for implementation. Discussion followed.

10. ADJOURNMENT
There being no further business to come before the Committee, the meeting was adjourned at 12:06 P.M.

___________________________
Chair

ATTEST:
___________________________
MEMBER

Approved in minutes of:
___________________________
DATE: OCTOBER 10, 2019

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE THE MINUTES OF SPECIAL MEETING OF JULY 25, 2019

SUMMARY
A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on July 25, 2019 at 3:26 p.m., in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
MINUTES OF JULY 25, 2019
SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT

A special meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District was held on July 25, 2019 at 3:26 p.m., in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
   Committee: Committee Chair Robert Katherman; Director Sergio Calderon; Director Vera Robles-DeWitt; Vice-Chair John D.S. Allen and Director Willard H. Murray Jr. were excused
   Staff: Robb Whitaker; Rob Beste; Tenisha Simeon; Ted Johnson; Phuong Watson; Eric Owens; Brian Thomas; Lyndsey Bloxom; David Alvarez; Angie Mancillas
   Public: Rick Taylor -- Dakota Communications (Via phone)

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

3. 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 Staff 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.

   First: Calderon
   Second: Dewitt
   Discussion: None
   Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Excused
   Result: ITEM 3 PASSED
4. AWARD OF CONTRACT TO PACWEST SECURITY SERVICES TO PROVIDE SECURITY SERVICES FOR THE ALBERT ROBLES CENTER AND FIELD OPERATIONS AND STORAGE ANNEX FACILITY  

Staff 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.

First: Dewitt  
Second: Calderon  
Discussion: None  
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Excused  
Result: ITEM 4 PASSED

This will be a regular item for review and approval on the Board of Directors meeting agenda.

5. AWARD OF CONTRACT TO CORPORATE BUSINESS INTERIORS FOR FURNITURE PROCUREMENT, DELIVERY, AND INSTALLATION SERVICES FOR THE ALBERT ROBLES CENTER  

Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the following for the Albert Robles Center (ARC): 1) the purchase of furniture from Allsteel Inc. pursuant to CMAS pricing for an amount not to exceed $537.65, for the purchase of furniture from Mity-Lite, Inc. pursuant to CMAS pricing for an amount not to exceed $9,607.71, and award of a contract to CBI as the authorized CMAS agent to place the orders for the furniture from Allsteel Inc. and Mity-Lite, Inc., and deliver and install the furniture for an amount not to exceed $5,710.95. The total budget for the CMAS purchases and installation in an amount not to exceed $17,443.00 (rounded), which is the total sum of $15,856.31 plus a 10% contingency of $1,586.

First: Calderon  
Second: Dewitt  
Discussion: None  
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Excused  
Result: ITEM 5 PASSED

6. DEPARTMENT REPORT  

Staff Recommendation: For discussion and possible action.

Senior Engineer Phuong Watson provided an overview of construction activities on the ARC site.

Senior Analyst Lyndsey Bloxom then provided a live video presentation.
The special board meeting of August 15th would likely be held on August 13th.

An open house for the neighborhood of the ARC area would be held on September 7th 9 a.m. to 12 p.m. Discussion followed.

Upon a motion duly made by Director Calderon and seconded by Director Dewitt, it was:

RESOLVED; There would be a reconsideration for hiring security at the ARC tour of September 7th.

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

8. CLOSED SESSION
Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9, One (1) Matter

Item was taken off the agenda.

9. ADJOURNMENT
There being no further business to come before the Committee, the meeting was adjourned at 4:15 P.M.

___________________________
Chair

ATTEST:

___________________________
MEMBER

___________________________
Approved in minutes of:
DATE: OCTOBER 10, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF SEPTEMBER 12, 2019

SUMMARY
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District was held on September 12, 2019 at 11:14 p.m. in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.
MINUTES OF SEPTEMBER 12, 2019
MEETING OF THE CAPITAL IMPROVEMENT PROJECTS COMMITTEE OF THE
BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District was held on September 12, 2019 at 11:14 p.m. in the Silverado Conference Room, 4040 Paramount Boulevard, Lakewood, California 90712. Committee Chair Robert Katherman called the meeting to order and presided thereafter.

1. DETERMINATION OF A QUORUM
Committee: Committee Chair Robert Katherman; Director Vera Robles-DeWitt; Director John D.S. Allen; Director Sergio Calderon arrived at 11:18 a.m.; Director Willard H. Murray Jr. was excused
Staff: Lawrence Chiu; Everett Ferguson; Phuong Watson; Lyndsey Bloxom; Jenn Swart; Rob Beste; Ted Johnson; Eric Owens; Monica Sijder; Kimberly Badescu; David Alvarez; Angie Mancillas Tenisha Simeon
Public: Rick Taylor -- Dakota Communications

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

3. APPROVE THE MINUTES OF APRIL 25, 2019 Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

   | First: Allen   | Second: Dewitt   | Discussion: None  |
---|----------------|------------------|-------------------|
Vote: Calderon, 11:18 arrival; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Yes
Result: ITEM 3 PASSED

4. APPROVE THE MINUTES OF MAY 9, 2019 Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

   | First: Allen   | Second: Dewitt   | Discussion: None  |
---|----------------|------------------|-------------------|
Vote: Calderon, 11:18 arrival; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Yes
Result: ITEM 4 PASSED

5. APPROVE THE MINUTES OF JUNE 14, 2019 Staff Recommendation: The Capital Improvement Projects (CIP) Committee approve the minutes as submitted.

   | First: Allen   |
---|----------------|
Result: ITEM 5 PASSED
6. AWARD OF CONTRACT TO WEST YOST TO PROVIDE PROFESSIONAL SERVICES FOR THE ALBERT ROBLES CENTER SUPPLEMENTAL RECHARGE WELL PROJECT  

*Staff Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with West Yost Associates for the Albert Robles Center (ARC) Supplemental Recharge Well Project for an amount not to exceed $57,620, plus $27,776 for optional tasks, for a total amount not to exceed $85,396 and with a contract term that ends on March 31, 2020.

Senior Hydrogeologist Everett Ferguson provided an overview. Mr. Ferguson stated that this was a scope of work to hire a consultant for well cleaning and well testing. Discussion followed.

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7. AWARD OF CONTRACT WITH SOUTHWEST PUMP AND DRILLING, INC. FOR THE ROBERT W. GOLDSWORTHY DESALTER WELL PROJECT  

*Staff Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a construction contract, subject to approval as to form by District Counsel, with Southwest Pump and Drilling, Inc. for the Robert W. Goldsworthy Desalter Well Project for an amount not to exceed $197,500, plus a 20% contingency of $39,500 for unforeseen conditions, for a total amount not to exceed $237,000 and with a contract term that ends on December 31, 2019.

Mr. Ferguson provided a brief overview. Discussion followed.
This will be a regular item on the Board of Directors meeting agenda.

8. AUTHORIZE UPGRADE OF PRODUCT WATER PUMP VARIABLE FREQUENCY DRIVES AT LEO J. VANDER LANS WATER TREATMENT FACILITY AND REQUEST TO ISSUE A PURCHASE ORDER TO EATON CORPORATION  

**Staff Recommendation:** The Capital Improvements Projects (CIP) Committee recommends that the Board of Directors approve the Purchase Order with Eaton Corporation for the upgrade of two, LVLWTF product water pump VFD inverters for an amount not to exceed $54,796.

Manager of Engineering Eric Owens presented this item. Mr. Owens stated that he wished to amend the Staff recommendation to read as follows: “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 Eaton Corporation for the upgrade of two LVLWTF product water pump variable frequency drives for an amount not to exceed $54,796.”

First: Allen  
Second: Dewitt  
Discussion: None  
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Yes  
Result: ITEM 8 PASSED

9. AUTHORIZE REPAIR WORK FOR PHASE 2 OF REPAIRS OF THE FRP CIP PLATFORM AT LEO J. VANDER LANS AWTF AND REQUEST TO ISSUE A CONTRACT TO CJI  

**Staff Recommendation:** The Capital Improvements Projects (CIP) Committee recommends that the Board of Directors approve a contract with CJI Process Systems for phase 2 repairs of the LVL FRP Platform for an amount not to exceed $18,500.

Mr. Owens requested this item was pulled from the agenda.

First: Allen  
Second: Dewitt  
Discussion: None  
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Yes  
Result: ITEM 9 TABLED
10. AWARD OF CONTRACT FOR THE LEO J. VANDER LANS WATER TREATMENT FACILITY CALCIUM CHLORIDE BULK STORAGE EXPANSION PROJECT

Staff Recommendation: The Capital Improvements Projects (CIP) Committee recommends that the Board of Directors award the construction contract to Pascal & Ludwig Constructors for an amount not to exceed $596,000 plus a 15% contingency, for a total of $685,400 for the Leo J. Vander Lans Water Treatment Facility Calcium Chloride Bulk Storage Expansion Project.

First: Allen  
Second: Dewitt  
Discussion: None  
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Yes  
Result: ITEM 10 PASSED

11. AUTHORIZATION TO EXECUTE AN AGREEMENT WITH THE CITY OF PICO RIVERA TO DEDICATE AN EASEMENT FOR PUBLIC SIDEWALK AND PARKWAY AT THE ALBERT ROBLES CENTER

Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors execute an Agreement with the City of Pico Rivera to dedicate a 10-foot easement for public sidewalk and parkway along the frontage of the Albert Robles Center (ARC) to the City of Pico Rivera, in accordance with the Conditional Use Permit for ARC.

First: Calderon  
Second: Dewitt  
Discussion: None  
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Yes  
Result: ITEM 11 PASSED

12. STATE OF CALIFORNIA WATER RESILIENCE PORTFOLIO INITIATIVE

Senior Analyst Lyndsey Bloxom presented this item. Ms. Bloxom stated that the Water Resilience Portfolio Initiative was picked up by Governor Newsom’s Executive Order.

She then presented portfolio recommendations as part of provided handouts. Elaboration followed.

First: Allen  
Second: Calderon  
Discussion: None  
Vote: Calderon, Yes; Katherman, Yes; DeWitt, Yes; Murray, Excused; Allen, Yes  
Result: ITEM WILL BE AGENDIZED FOR THE EXTERNAL AFFAIRS COMMITTEE SCHEDULED FOR SEPTEMBER 16, 2019.
13. ALBERT ROBLES CENTER ADVANCED WATER TREATMENT FACILITY (ARC AWTF) DESIGN-BUILD PROJECTS PROGRESS REPORTS  

Staff Recommendation: For discussion and possible action.

Senior Engineer Phuong Watson provided handouts and presentation on various design-build projects at the Albert Robles Center Advanced Water Treatment Facility.

No action was taken.

14. ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE  

Staff Recommendation: For discussion and possible action.

Senior Public Affairs Representative Monica Sijder provided an overview and mentioned the positive reviews on the Albert Robles Center Community Update held on September 14, 2019. Discussion followed.

Rick Taylor of Dakota Communications asked the Board to consider delaying WRD’s 60th anniversary celebration. Discussion followed.

No action was taken.

15. DEPARTMENT REPORT  

Staff Recommendation: For discussion and possible action.

None.

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

Director Allen thanked Everett Ferguson and Public Affairs Representative Jenn Swart for their assistance in his speech at the City of Bell Gardens.

He brought up the folding of the opening of the Lilian Kawasaki Garden into the 60th anniversary.

Finally, Director Allen inquired about PFAS (Per- and Polyfluoroalkyl Substances) before Assistant General Manager/Chief Administrative Officer Ted Johnson informed him that purveyors provide notification after passing a certain level. Discussion followed.

17. ADJOURNMENT  

There being no further business to come before the Committee, the meeting was adjourned at 12:35 P.M.

___________________________
Chair

ATTEST:

___________________________
MEMBER

Approved in minutes of:
DATE: OCTOBER 10, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
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.

**STAFF RECOMMENDATION**

The Capital Improvement Project (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.
MEMORANDUM

ITEM NO. 8

DATE: OCTOBER 10, 2019

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

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).

STAFF 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**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
</table>
| 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
DATE: OCTOBER 10, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
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.
STAFF 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.
DATE: OCTOBER 10, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
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.

STAFF 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 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                                Signature

____________________________  ______________________________
Print Name                                Print Name

____________________________  ______________________________
Title                                   Title

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

____________________________
Signature

____________________________
Print Name

____________________________
Title

____________________________
Signature

____________________________
Print Name

____________________________
Title

Approved as to Form

LEAL, TREJO APC

____________________________
Attorneys for the Water Replenishment District of Southern California

____________________________
President, Board of Directors

____________________________
Secretary, Board of Directors
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:  
(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, LITech 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.

<table>
<thead>
<tr>
<th>Traction Machine Components</th>
<th>Hydraulic Pump Unit Components</th>
<th>Governor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worm and Gear</td>
<td>Pumps and Valves</td>
<td>Sheave</td>
</tr>
<tr>
<td>Bearings and Housing</td>
<td>Motors and Belts</td>
<td>Shaft Assembly</td>
</tr>
<tr>
<td>Drive Sheave</td>
<td>Valve Magnet Coils</td>
<td>Bearings</td>
</tr>
<tr>
<td>Drive Sheave Shaft Bearings</td>
<td>Bearing and Seals</td>
<td>Contacts and Jaws</td>
</tr>
<tr>
<td>Brakes and Brake Coil</td>
<td>Packing</td>
<td></td>
</tr>
</tbody>
</table>

| All Idler Shaives          | Controller Components         | Selector Components |
| Deflector and Secondary    | Relays and Contactors         | Drives           |
| Car and Counterweight      | Solid-State Components        | Contacts and Brushes |
| Compensation               | Resistors and Condensors      | Tapes and Guides |
| Governor Tension Assemblies| Transformers and Leads        |          |
|                            | Timing Devices                |          |
|                            | Computer Devices              |          |

| Hoistway Door Interlocks   | Hoistway Limit Switches       | Guide Shoes |
| Locks and Contacts         | Slowdown Switches             | Rollers and Replaceable liners |
| Bottom door guides         | Leveling Switches             | Arms and Bushings |
| Door Closing Devices       | Cams and Vanes                |          |

| Buffers                    | Power Operated Door Operator  | Fixtures |
| Springs or oil             | Door Protective Devices       | Contacts and Switches |
| Switches                   | Car and Door Contacts         | Buttons and Locks |
| Seals and Packing          |                                | Lamps and Holders |

<table>
<thead>
<tr>
<th>Motor and Motor Generator Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tachometer and Regulator</td>
</tr>
<tr>
<td>Field Windings</td>
</tr>
<tr>
<td>Rotating Elements</td>
</tr>
<tr>
<td>Commutator and Bearings</td>
</tr>
<tr>
<td>Brushes and Brush Holders</td>
</tr>
<tr>
<td>SCR Drive Components</td>
</tr>
</tbody>
</table>

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 LIFETECH 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 systematical 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, handrails, 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 [11/14/2016] 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 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 administering the use of the equipment and agrees to appoint attendent 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. If the 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, lockouts, 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.

Page 4 of 5

FMO
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 the 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)

ADDRESS: 4040 Paramount Blvd.

Lakewood, California 90712

SUBMITTED FOR: LIFTECH ELEVATOR SERVICES

BY: Tyler Wilson

BY: Robb Whitaker

(Type or Print Name)

(Signature)

TITLE General Manager

DATE November 3, 2016

ACCEPTED FOR: LIFTECH ELEVATOR SERVICES

BY: Daniel Sisson

(Signature)

DATE 8/13/16