MEETING OF THE
CAPITAL IMPROVEMENT PROJECTS COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA 90712
9:30 AM, THURSDAY, FEBRUARY 27, 2020

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 FEBRUARY 13, 2020
   Staff Recommendation: The Capital Improvement Projects Committee approves the minutes as submitted.

4. UPDATE ON THE DISTRICT'S PROPOSED DIVERSITY IN BUSINESS POLICY AND PROGRAM
   Staff Recommendation: For discussion and possible action.

5. AUTHORIZATION TO REJECT ALL PROPOSALS FOR ON-CALL MAINTENANCE SUPPORT SERVICES
   Staff Recommendation: The Capital Improvement Projects Committee recommends that the Board of Directors reject all proposals and authorize the re-release of the Request for Proposals (RFP) for On-Call Mechanical Maintenance Support Services and Instrumentation/Electrical Maintenance Support Services.

6. AUTHORIZE RELEASE OF THE REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES
   Staff Recommendation: The Capital Improvement Projects Committee recommends that the Board of Directors authorize the preparation and issuance of the Request for Qualifications for on-call engineering services.

7. AUTHORIZE RELEASE OF THE REQUEST FOR QUALIFICATIONS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES
   Staff Recommendation: The Capital Improvement Projects Committee recommends that the Board of Directors authorize the preparation and issuance of the Request for Qualifications for on-call construction management services.
8. **AWARD OF CONTRACT FOR SUPPLEMENTAL RECHARGE WELLS 1A, 2, & 3 DEVELOPMENT PROJECT**

*Staff Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into a Construction Contract, subject to approval as to form by District Counsel, with Yellow Jacket Drilling for the ARC Supplemental Recharge Well Development Project for an amount not to exceed $704,000 plus a 10% contingency, for a total of $774,000.

9. **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH PERC WATER FOR OPERATIONS OF THE LEO J. VANDER LANS ADVANCED WATER TREATMENT FACILITY**

*Staff Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into a Professional Services Agreement, subject to approval as to form by District Counsel, with PERC Water Corporation for operations of the Leo J. Vander Lans Advanced Water Treatment Facility for an amount not to exceed $1,052,750.

10. **DEPARTMENT REPORT**

*Staff Recommendation:* For discussion and possible action.

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

12. **ADJOURNMENT**

The Committee will adjourn to its next meeting currently scheduled for March 12, 2020 at 9:30 AM.

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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.
DATE: FEBRUARY 27, 2020

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: APPROVE MINUTES OF FEBRUARY 13, 2020

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 February 13, 2020 at 9:46 AM, 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 Committee approves the minutes as submitted.
A meeting of the Capital Improvement Projects Committee of the Board of Directors of the Water Replenishment District of Southern California was held on February 13, 2020 at 9:46 AM, 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 John D.S. Allen; President Vera Robles-DeWitt, Director Sergio Calderon and Director Willard H. Murray Jr. were excused.
   Staff: Robb Whitaker; Rob Beste; Lawrence Chiu; H. Francisco Leal; Diane Gatza; Lyndsey Bloxom; Phuong Watson; Dina Hidalgo; David Alvarez; Esther Rojas; Jenn Swart; Kimberly Badescu; Angie Mancillas; Tenisha Simeon
   Public: None

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

3. APPROVE THE MINUTES OF JANUARY 23, 2020
   Staff Recommendation: The Capital Improvement Projects Committee approves the minutes as submitted.

   First: DeWitt
   Second: Allen
   Discussion: None
   Vote: DeWitt, Yes; Allen, Yes
   Result: ITEM 3 PASSED

4. REGIONAL BRACKISH WATER UPDATE
   Staff Recommendation: For discussion and possible action.

   This item was tabled for discussion at a later time in the meeting.

5. ALBERT ROBLES CENTER ADVANCED WATER TREATMENT FACILITY (ARC AWTF) DESIGN-BUILD PROJECTS PROGRESS REPORTS
   Staff Recommendation: For discussion and possible action.

   This item was tabled for discussion at a later time in the meeting.
6. ALBERT ROBLES CENTER (ARC) OUTREACH PROGRAMS UPDATE  
**Staff Recommendation**: For discussion and possible action.

This item was taken out of order.

Manager of External Affairs Angie Mancillas provided an update on the item. Discussion followed.

No action was taken.

5. ALBERT ROBLES CENTER ADVANCED WATER TREATMENT FACILITY (ARC AWTF) DESIGN-BUILD PROJECTS PROGRESS REPORTS  
**Staff Recommendation**: For discussion and possible action.

This item was taken out of order.

Senior Engineer Phuong Watson presented for the Committee. Discussion followed.

No action was taken.

4. REGIONAL BRACKISH WATER UPDATE  
**Staff Recommendation**: For discussion and possible action.

This item was taken out of order.

Manager of Water Resources Diane Gatza presented, stating that draft letters of intent were sent to stakeholders. Discussion followed.

No action was taken.

8. DEPARTMENT REPORT  
**Staff Recommendation**: For discussion and possible action.

None

9. DIRECTORS’ REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF  
President DeWitt thanked General Manager Robb Whitaker and Director Allen for their work in the nation’s capital.

Director Allen inquired into having a weather station at either District headquarters or at the Albert Robles Center in Pico Rivera. He instructed both Assistant General Managers and Manager of Data and Technology Services Evan Lue to come back in a month’s time to report on its feasibility.

Director Katherman inquired into solar projects and the prioritization of the Capital Improvement Project Committee’s budget for PFOAs and PFOS. Assistant General Manager Rob Beste provided further explanation.

No action was taken.
10. ADJOURNMENT
There being no further business to come before the Committee, the meeting was adjourned at 10:26 AM. To the next meeting scheduled for February 27, 2020 at 9:30 AM.

___________________________
Chair

ATTEST:

___________________________    ______________________
Member                               Approved in minutes of:

MEMORANDUM
ITEM NO. 4

DATE: FEBRUARY 27, 2020
TO: CAPITAL IMPROVEMENT PROJECTS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: UPDATE ON THE DISTRICT’S PROPOSED DIVERSITY IN BUSINESS POLICY AND PROGRAM

SUMMARY
As described in the WRD’s Administrative Code, it is the District’s policy to solicit participation in the performance of all contracts by individuals and businesses that reflect the diversity of WRD’s service area and to provide an equal opportunity for these businesses to participate in the performance of WRD contracts.

Staff have been working with the District’s special counsel Hunt Ortmann on a review and proposed update to WRD’s Diversity in Business and Local Business Preference Program. The intent is to ensure the policy and program are a race- and gender-neutral program developed to create more competition and to offer additional opportunities to small, disabled veteran-owned, and other businesses, including local businesses within and immediately adjacent to WRD’s service boundaries. The objective of this policy is to achieve the participation of Small Business Enterprises, Disabled Veteran Business Enterprises, Local Business Enterprises, and all other business enterprises at levels comparable to their availability to provide goods and services to WRD.

Representatives from Hunt Ortmann will attend the Committee meeting to provide an overview of the proposed Diversity in Business Policy and Program.

FISCAL IMPACT
None

STAFF RECOMMENDATION
For discussion and possible action.
DATE: FEBRUARY 27, 2020

TO: CAPITAL IMPROVEMENT PROJECTS COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZATION TO REJECT ALL PROPOSALS FOR ON-CALL MAINTENANCE SUPPORT SERVICES

SUMMARY

On December 19, 2019, the Board of Directors authorized the release of two (2) On-Call Maintenance Support Services RFPs to develop a program/pool of firms that will assist in providing maintenance support across all WRD facilities. For support at the treatment plants, maintenance services not provided by the third-party contractors are out-sourced, with little to no control over project schedule and budget. This program is designed to ensure maintenance resources are available and that maintenance is conducted to sustain continued operations of the District’s infrastructure.

The program will consist of two disciplines: mechanical and instrumentation/electrical services and will be procured independently. Maintenance support may be immediate or planned, such as preventative maintenance. This program will cover the various situations and require firms to respond based on the urgency/need. Through this procurement effort, staff intended to select up to three (3) separate firms for each type of maintenance services (mechanical and instrumentation/electrical), which will be assigned on a task order basis.

The two (2) RFPs were released through the District’s Bonfire procurement program. On January 23, 2020, the District received a total of three (3) proposals only: two (2) for mechanical support and one (1) for Instrumentation & Electrical support as indicated below:

**On-Call Mechanical**
- Filanc
- ICS – Innovative Construction Solutions

**On-Call Instrumentation & Electrical**
- Baker Electric
The lack of proposals received and therefore the inability to ultimately develop a pool of firms within this Program, Staff is recommending the rejection of all proposals and the re-release of both RFPs for On-Call Maintenance Support Services.

**FISCAL IMPACT**
None

**STAFF RECOMMENDATION**
The Capital Improvement Projects Committee recommends that the Board of Directors reject all proposals and authorize the re-release of the Request for Proposals (RFP) for On-Call Mechanical Maintenance Support Services and Instrumentation/Electrical Maintenance Support Services.
DATE: FEBRUARY 27, 2020
TO: CAPITAL IMPROVEMENT PROJECTS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZE RELEASE OF THE REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES

SUMMARY
The District is currently under contract with ten (10) firms for on-call engineering services. These current contracts are set to expire in April 2020. Since the initiation of this program in 2017, twenty-one (21) separate amendments have been issued for a total of approximately $1,800,000 to six (6) separate firms. This program has provided District staff a resource to streamline projects utilizing a talented pool of consultants.

Due to the success of this program, District staff would like to release an RFQ for On-Call Engineering Services with expected awards in April 2020. The goals of the new program are to streamline the task order process and reduce the number of firms in the program to five (5). The anticipated allocation to be utilized by this program is $3M or $600,000 per firm over a three (3) year term.

After review of the qualifications packages received, District staff will return with a recommended list of five (5) qualified firms for engineering services.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects Committee recommends that the Board of Directors authorize the preparation and issuance of the Request for Qualifications for on-call engineering services.
REQUEST FOR QUALIFICATIONS
(RFQ-19-001)

On-Call Engineering Services

Issued: Thursday, March 5, 2020

Mandatory Pre-Submittal Meeting: Wednesday, March 11, 2020 at 2:00 p.m.
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFQ Due: Monday, March 23, 2020, at 2:00 p.m.

STATEMENT OF QUALIFICATIONS DUE:
Thursday March 26, 2020 at 3:00 p.m. PST

Responses eligible for consideration to this RFP must be submitted to the WRD Procurement Portal located at https://wrd.bonfirehub.com/ and addressed to the attention of:

Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
Phone: (562) 921-5521
NOTICE TO RESPONDENTS

Request for Qualifications
On-Call Engineering Services

PURPOSE: The Water Replenishment District of Southern California (WRD or District) is seeking Statements of Qualifications (SOQ) from qualified and experienced firms (also referred to as “Consultant” or “Respondent” herein) to participate in WRD’s On Call Engineering Services program.

Interested firms are requested to submit a Statement of Qualifications (SOQ) to present their expertise and experience in, but not limited to, the following areas: feasibility studies, optimization studies and implementation, alignment studies, environmental assessments, geotechnical reports, hydraulic modeling, topographic surveys, economic analyses, treatment system performance evaluations, cost estimating, specification and contract writing, preparation of standard engineering details, preparation of master plans, and literature reviews more thoroughly outlined in Exhibit A. A list of projects for which engineering services may be required has been attached as Exhibit B. WRD intends to evaluate the SOQs received using a best value selection process to ensure that the selected Firms are capable to perform the anticipated work and will enter into on-call service contracts (Contract) with up to five (5) firms.

This Request for Qualifications (RFQ) describes the generally anticipated scope of services to be rendered, the information that must be included in the SOQ, and the Respondent selection process. Respondents are encouraged to carefully review this RFQ in its entirety prior to submitting their SOQs. 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 Procurement Portal located at: https://wrd.bonfirehub.com/.

SOLICITATION SCHEDULE: Milestones for the RFQ 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 respondents.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Issued by WRD</td>
<td>Thursday, March 5, 2020</td>
</tr>
<tr>
<td>Mandatory Pre-Submittal Meeting</td>
<td>Wednesday, March 11, 2020 at 2:00 p.m.</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFQ</td>
<td>Monday, March 23, 2020, at 2:00 p.m.</td>
</tr>
<tr>
<td>Statement of Qualifications Due</td>
<td>Thursday March 26, 2020 at 3:00 p.m.</td>
</tr>
<tr>
<td>Interviews (if conducted) (Date Tentative)</td>
<td>Week of March 30, 2020</td>
</tr>
<tr>
<td>WRD Board Awards (Date Tentative)</td>
<td>April 16, 2020</td>
</tr>
</tbody>
</table>
PRE-SUBMITTAL MEETING: A mandatory pre-submittal meeting will be held in the WRD Board Room located at 4040 Paramount Boulevard, Lakewood, California 90712, on **Wednesday, March 11, 2020 at 2:00 p.m.** Firms interested in submitting a Proposals are required to attend. 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 and responses to questions will be formally documented and distributed in an Addendum, which will be posted on the WRD Procurement Portal at: https://wrd.bonfirehub.com/.

QUESTIONS REGARDING THIS RFQ: All questions regarding the technical aspects or general requirements/provisions of this Request for Qualifications (RFQ) must be submitted before the deadline due date under this Solicitation Number and Title “Question – RFQ-19-001 On-Call Engineering Services by no later than **Monday, March 23, 2020, at 2:00 p.m.** through the Opportunity Q&A section via the WRD Procurement Portal at https://wrd.bonfirehub.com/. For guidance on how to submit a question through https://wrd.bonfirehub.com/, please visit https://support.gobonfire.com/hc/en-us/articles/115015333227-How-do-I-contact-the-Project-Owner-

Questions received from prospective Respondents, and responses from WRD, will be formally documented through the Opportunity Q&A section table that will be issued and be posted on the WRD Procurement Portal at: https://wrd.bonfirehub.com/. The Q&A table will be updated regularly as questions are received from prospective respondents.

DEADLINE FOR SOQS: Pursuant to the requirements specified in this RFP and the WRD Procurement Portal, responses to this RFP must be submitted to WRD no later than **Thursday March 26, 2020 at 3:00 p.m.**, or such later time that WRD may announce by addendum to proposers via the Procurement Portal at any time prior to the submittal deadline.

Responses received after the deadline will not be considered under any circumstances. HARD-COPY PAPER, FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED. Only responses properly submitted to WRD’s Procurement Portal will be considered. WRD reserves the right to reject any and/or all responses received.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 INTRODUCTION .............................................................................</td>
<td>1</td>
</tr>
<tr>
<td>2.0 BACKGROUND ...............................................................................</td>
<td>1</td>
</tr>
<tr>
<td>3.0 SCOPE OF SERVICES .....................................................................</td>
<td>2</td>
</tr>
<tr>
<td>4.0 LIST OF POTENTIAL PROJECTS ..................................................</td>
<td>2</td>
</tr>
<tr>
<td>5.0 STATEMENT OF QUALIFICATION (SOQ) CONTENTS ................................</td>
<td>2</td>
</tr>
<tr>
<td>5.1 Title Page .............................................................................</td>
<td>2</td>
</tr>
<tr>
<td>5.2 Cover Letter .........................................................................</td>
<td>2</td>
</tr>
<tr>
<td>5.3 Table of Contents ..................................................................</td>
<td>2</td>
</tr>
<tr>
<td>5.4 Company Background ................................................................</td>
<td>3</td>
</tr>
<tr>
<td>5.5 Project Team and Qualifications .........................................</td>
<td>3</td>
</tr>
<tr>
<td>5.6 Experience and Record of Past Performance .........................</td>
<td>4</td>
</tr>
<tr>
<td>5.7 Additional Comments .........................................................</td>
<td>4</td>
</tr>
<tr>
<td>5.8 Conflict of Interest ..........................................................</td>
<td>4</td>
</tr>
<tr>
<td>5.9 Other Information ..................................................................</td>
<td>5</td>
</tr>
<tr>
<td>5.10 WRD Standard Contract ......................................................</td>
<td>5</td>
</tr>
<tr>
<td>5.11 Rate Sheet ...........................................................................</td>
<td>5</td>
</tr>
<tr>
<td>6.0 SOQ SUBMISSION REQUIREMENTS ................................................</td>
<td>6</td>
</tr>
<tr>
<td>6.1 SOQ Format ............................................................................</td>
<td>6</td>
</tr>
<tr>
<td>6.2 SOQ Signing ...........................................................................</td>
<td>6</td>
</tr>
<tr>
<td>6.3 SOQ Submittal Procedures ...................................................</td>
<td>6</td>
</tr>
<tr>
<td>6.4 SOQ Preparation Costs .........................................................</td>
<td>6</td>
</tr>
<tr>
<td>6.5 Acknowledgement ....................................................................</td>
<td>6</td>
</tr>
<tr>
<td>7.0 EVALUATION CRITERIA ..............................................................</td>
<td>6</td>
</tr>
<tr>
<td>7.1 Project Team and Qualifications (30 Points) .........................</td>
<td>7</td>
</tr>
<tr>
<td>7.2 Performance on Similar On-Call Programs (20 Points) .............</td>
<td>7</td>
</tr>
<tr>
<td>7.3 Billing Rates (15 Points) ....................................................</td>
<td>7</td>
</tr>
<tr>
<td>7.4 Organizational and Support Resources (15 Points) .................</td>
<td>7</td>
</tr>
<tr>
<td>7.5 Interview, if required (20 Points) .......................................</td>
<td>8</td>
</tr>
<tr>
<td>8.0 SELECTION PROCESS ....................................................................</td>
<td>8</td>
</tr>
<tr>
<td>9.0 GENERAL PROVISIONS ...................................................................</td>
<td>8</td>
</tr>
<tr>
<td>9.1 Entire Agreement ....................................................................</td>
<td>8</td>
</tr>
<tr>
<td>9.2 Contract Amendments ................................................................</td>
<td>9</td>
</tr>
<tr>
<td>9.3 Term of Contract ...................................................................</td>
<td>9</td>
</tr>
<tr>
<td>9.4 Ownership and Use of Documents .........................................</td>
<td>9</td>
</tr>
<tr>
<td>9.5 Business Records Access and Retention ..................................</td>
<td>9</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.6 Termination</td>
<td>9</td>
</tr>
<tr>
<td>10.0 TERMS AND CONDITIONS</td>
<td>9</td>
</tr>
<tr>
<td>10.1 SOQ Rejection</td>
<td>9</td>
</tr>
<tr>
<td>10.2 SOQ Clarification and Requests for Additional Information</td>
<td>9</td>
</tr>
<tr>
<td>10.3 SOQ Validity Period</td>
<td>10</td>
</tr>
<tr>
<td>10.4 RFQ Revisions and Addenda</td>
<td>10</td>
</tr>
<tr>
<td>10.5 Confidentiality</td>
<td>10</td>
</tr>
<tr>
<td>11.0 LEGAL POLICIES</td>
<td>11</td>
</tr>
<tr>
<td>11.1 Compliance</td>
<td>11</td>
</tr>
<tr>
<td>11.2 Governing Laws and Requirements</td>
<td>11</td>
</tr>
<tr>
<td>11.3 Public Releases</td>
<td>11</td>
</tr>
<tr>
<td>11.4 Business License</td>
<td>11</td>
</tr>
<tr>
<td>11.5 WRD’s Property</td>
<td>11</td>
</tr>
</tbody>
</table>

**LIST OF EXHIBITS:**

- Exhibit A: Description of Scope of Work and Services
- Exhibit B: List of Potential Projects
- Exhibit C: WRD Standard Professional Services Agreement
- Exhibit D: Acceptance Letter
1.0 INTRODUCTION

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

To accomplish its mission, WRD conducts managed aquifer recharge using imported water, recycled water, and 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.

2.0 BACKGROUND

WRD plans to utilize on-call engineering services to deliver Capital Improvement, R&R and Operations Support projects in a cost efficient and effective manner. WRD has identified numerous Capital Improvement and R&R projects scheduled for completion in the next five years.

It is anticipated that up to five separate Engineering Firms (Consultant) will be selected to provide on-call engineering services on a task order basis to help implement these various projects. The term of this new on-call contract will be three years.

Each project shall be negotiated separately and be awarded as a task order, complete with a scope of work, fee estimate, schedule, and project team organization chart, on an as-needed basis. The Consultant must provide a proposal in response to each solicitation from the WRD project manager. The intent is for short 2-5 page letter proposals. Failure to provide proposals may result in the Consultant not being asked to submit on subsequent on-call RFPs.

Task orders under the on-call agreements will be issued as follows:

- WRD will provide a scope of work for the task order to each Consultant.
- Consultants will submit abbreviated proposals for each task order to identify the fee estimate, design/engineering technical approach, design/engineering team members, team qualifications/resumes, design/project schedule, and number of deliverables.
- Fee estimates shall include hours associated with the approved rates from the RFQ, all other direct costs (ODCs), sub-consultants, markups, or other firm-specific fees should be fully burdened in the billing rates. No ODCs, allowances or markups will be allowed for the duration of the contract.
• Task orders will be awarded to a Consultant based on evaluations of proposals for completeness, qualifications, and best value.
• Consultant shall not proceed with the task until WRD issues a Notice to Proceed.
• WRD reserves the right to negotiate the fee for each task order with the Consultant.
• Consultant’s fee schedule shall be in effect upon execution of contract with the rate schedule by billing classification and staff names to be billed under those rates and titles to be used for this contract. While the specific scope of work for each task order will vary, the hourly rates associated with specific personnel included in the master contract agreement will remain in effect for the term of the contract.

3.0 SCOPE OF SERVICES
See Exhibit A

4.0 LIST OF POTENTIAL PROJECTS
See Exhibit B

5.0 STATEMENT OF QUALIFICATION (SOQ) CONTENTS

To provide a degree of consistency in review of the written SOQs, firms are requested to include the following content in their SOQs. The information requested below will be used to evaluate each SOQ based on the evaluation criteria outlined in this RFQ. 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. SOQs may be deemed nonresponsive if they do not respond to all areas specified below. The SOQ shall be of such scope and depth to sufficiently describe and demonstrate the Respondent’s qualifications and capabilities.

The following subsections describe the contents required in the SOQ, and shall be organized in separate sections tabbed with corresponding letters and related headings in the order they are presented.

5.1 Title Page
Respondent should identify the RFQ title, name and title of the firm’s contact person, address, telephone number, fax number, email address, and date of SOQ submission.

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

5.3 Table of Contents
The table of contents should include a clear and complete identification by section and page number of the submitted materials.
5.4 Company Background

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

5.5 Project Team and Qualifications

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

(i) The Project Manager,

(ii) The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member (preferably within the southern Los Angeles County area),

(iii) The role each team member will play in providing services under the Contract, and

(iv) A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District’s prior approval. The SOQ 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 RFQ.

The identified Project Manager will be WRD’s main point of contact for all assigned projects for the duration of the Contract. The SOQ 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.

5.6 **Experience and Record of Past Performance**

Describe Respondent’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFQ. Ongoing projects currently being performed by the Respondent may also 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 RFQ.

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 SOQ as being nonresponsive.

5.7 **Additional Comments**

Include any comments, suggestions, or additions the Respondent may have regarding the scope of services or any other aspects of the services that the Respondent feels would be helpful to WRD in selecting a firm for the services described in the RFQ. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by WRD.

5.8 **Conflict of Interest**

Provide a statement that the Respondent, individuals employed by the Respondent, or firms employed by or associated with the Respondent, including subconsultants/subcontractors, do not have a conflict of interest with the Project. The Respondent 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 Respondent shall inform the District immediately. Respondents are subject to disqualification on the basis of a conflict of interest as determined by WRD.

5.9 Other Information

The SOQ shall include:

- A statement that the Respondent will meet the insurance requirements per Section 12 of the District’s standard Professional Services Agreement, which is attached to this RFQ as Exhibit “C”.
- 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.
- A statement as to whether the firm has defaulted on previous professional contracts.

5.10 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 Exhibit “C”.

Respondents shall provide a statement in their SOQs 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).

5.11 Rate Sheet

Provide the hourly rate for each project team member proposed to work on the District’s projects. 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. Any other rates to be potentially incurred by the District shall be included. Please refer to Exhibit A for additional information on rate schedule and reimbursement.

Prevailing Wage

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates on certain “public works” and “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, the Firms agree, to fully comply with such Prevailing Wage Laws, if applicable.

The Firms to whom a Contract for the work is awarded shall comply with all provisions of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at
http://www.dir.ca.gov/dlrs/pwd. A copy of such prevailing wage rates shall be posted on the jobsite by selected Firms.

6.0 SOQ SUBMISSION REQUIREMENTS

6.1 SOQ Format

The SOQ 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 SOQ 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 flash drive shall contain the entire Proposal as a single PDF file. All sections of the PDF file shall be bookmarked.

6.2 SOQ Signing

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

6.3 SOQ Submittal Procedures

The exclusive process by which a potential proposer can respond to and be considered for this RFQ is through the WRD Procurement Portal at https://wrd.bonfirehub.com/. No other form of response or submission to this RFQ will be considered.

It is the firm’s responsibility to ensure that SOQs are received prior to the submittal deadline. SOQ packages should also include all signed Acknowledgment of Addendum forms that may be issued by WRD as part of this RFQ process.

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

6.4 SOQ Preparation Costs

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of SOQs. Firms responding to this RFQ will be solely responsible for all costs and expenses incurred during the selection process.

6.5 Acknowledgement

An Acceptance Letter (Exhibit “D” attached) has been attached to this solicitation. This Acceptance Letter is to be completed and signed by the Respondent and shall be included with the Respondent’s submittal.

7.0 EVALUATION CRITERIA
Selection will be made on the basis of WRD’s judgment as to which SOQ best serves WRD’s interest. The SOQ will be evaluated on the basis of the criteria listed below in this section. SOQs also will be evaluated based on the clarity, completeness, and professional quality of the documents submitted, as well as conformance to the RFQ instructions and responsiveness to the RFQ requirements in a straightforward and concise manner.

7.1 Project Team and Qualifications (30 Points)

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 Respondent’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.

7.2 Performance on Similar On-Call Programs (20 Points)

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

7.3 Billing Rates (15 Points)

Each firm will be evaluated on billing rates for services that may be provided. WRD considers the potential services to be Professional Services, meaning they will be judged based on anticipated overall value for services rendered.

7.4 Organizational and Support Resources (15 Points)

The following will be considered in the evaluation of SOQs:

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

7.5 Interview, if required (20 Points)
Each Respondent will be evaluated on responses to questions asked and for its presentation during the interview.

8.0 SELECTION PROCESS

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

All responsive SOQs will be evaluated by a selection committee formed by the District. The SOQ shall be of such scope and depth that sufficiently describe and demonstrate the Respondent’s understanding, approach, capability, and qualifications. Submittal of incomplete or vague responses to any section or subsection of this RFQ may result in rejection of the SOQ. SOQs will be evaluated, scored, and ranked based on the criteria specified in Section 7 of this RFQ.

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

WRD will award Contracts to up to five (5) firms. The total number of Firms selected will be made by WRD at its sole discretion. The firms selected for a Contract award(s) will be the Firm(s) determined to provide the best value to WRD pursuant to the evaluation process described above. The best value firm(s) will be determined in accordance with the evaluation criteria set forth in this RFP.

9.0 GENERAL PROVISIONS

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

9.1 Entire Agreement

The services described in this RFQ, the successful SOQ (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. See Standard Contract in Exhibit C. Furthermore, this RFQ is not only meant to aid in the preparation of SOQs, 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 RFQ shall be deemed bound to execute all requirements as listed and prescribed in this RFQ, unless WRD modifies aspects of the scope of work or any conditions in the RFQ in writing. Thus, the executed Contract will incorporate the terms
and conditions specified in this RFQ, as well as the final scope of work and fee schedule submitted by the Consultant as part of its SOQ.

9.2 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.

9.3 Term of Contract

Upon approval by the WRD Board of Directors, the District shall enter into a contract with a maximum term of three (3) years with selected firms.

9.4 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.

9.5 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.

9.6 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.

10.0 TERMS AND CONDITIONS

10.1 SOQ Rejection

WRD reserves the right to accept or reject any or all SOQs received in response to this RFQ 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 SOQ received.

10.2 SOQ Clarification and Requests for Additional Information

All SOQs 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 respondents. The District may require
any evidence it deems necessary, such as documentation regarding the Respondent’s financial stability, before any contract is awarded. In conducting discussions with respondents, there shall be no disclosure of information derived from SOQs submitted by competing firms.

10.3 SOQ Validity Period

Respondents may withdraw their SOQs at any time prior to the due date and time by submitting a written notification of withdrawal signed by the firm’s authorized agent. Respondents who withdraw their SOQs prior to the designated date and time may still submit another SOQ if done in accordance within the proper time frame. A SOQ 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 SOQ.

10.4 RFQ 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 Respondents who were initially forwarded the RFP via e-mail as well as other prospective Respondents 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 Procurement Portal at: https://wrd.bonfirehub.com/ 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 at its sole discretion.

Any Addendum issued must be acknowledged by the Respondent 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 Respondent 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 respondents check the WRD website prior to making their submission.

10.5 Confidentiality

The content of SOQs will be kept confidential until the award of contract by the WRD’s Board of Directors. All materials submitted in response to this RFQ 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 SOQs to respondents.

If a Respondent believes any portion of its SOQ contains confidential or proprietary information, exempt from public disclosures under the California Public Records Act, the Respondent must label that information within its SOQ 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 Respondent may incur from the disclosure of information or material to third parties.

11.0 **LEGAL POLICIES**

11.1 **Compliance**

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

11.2 **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.

11.3 **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.

11.4 **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.

11.5 **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.
EXHIBIT A: DESCRIPTION OF SCOPE OF WORK AND SERVICES –

Engineering Services

The following scope of work descriptions are intended to be general and may apply to design and construction of pipelines, process treatment systems and facilities, and facility rehabilitation and replacement (R&R) projects.

On-call services may include feasibility studies, optimization studies and implementation, alignment studies, environmental assessments, geotechnical reports, hydraulic modeling, topographic surveys, economic analyses, treatment system performance evaluations, cost estimating, specification and contract writing, preparation of standard engineering details, preparation of planning documents, literature reviews, and owner’s agent/engineer services. A list of projects for which engineering services may be required has been attached as Exhibit B.

Each project shall be negotiated separately and be awarded as a task order, complete with a brief scope of work, fee estimate, schedule, and project team organization chart, on an as-needed basis. The Consultant must provide a proposal in response to each solicitation from the WRD project manager. In the event that a Consultant cannot provide a proposal, a Non-Responsiveness Form must be completed by the Consultant and submitted to the Project Manager. Failure to provide proposals may result in the Consultant being removed from the proposer pool for on-call services.

The task order award process will be implemented as follows:

1. WRD will solicit abbreviated proposals for a specific scope of work from each Consultant who has been awarded an On-Call Professional Engineering Services Contract.

2. WRD will award the task order to the most qualified Respondent based on an evaluation of professional qualifications of key personnel, capabilities and specific project experience of the respondent, technical approach and methodology, fee proposal, and completeness and quality of proposal.

Not all task descriptions and services will apply to all potential projects or task orders. In addition, more detailed descriptions will be included with the individual scopes of work for each task order under this contract. The descriptions included herein are intended for Respondents to identify the type of work undertaken by WRD, and the type of corresponding qualifications and team experience necessary to propose on this RFQ. It is understood that additional services not expressly described herein may be requested for specific task orders, and WRD reserves the right to request additional services beyond the general scope of services described below.

TECHNICAL AND FEASIBILITY STUDIES AND SUPPORT SERVICES

The types of services anticipated shall include, at a minimum, the following:

A. Perform water quality evaluations and services related to recycled water treatment, brine, brackish water, and wastewater treatment systems.

B. Perform technical and system optimization studies for WRD’s various treatment processes, influent supply systems and distribution systems.

C. Perform feasibility studies for new and/or alternative treatment systems and facilities to support WRD’s Capital Improvement Program projects.
D. Assessment of other associated or ancillary civil, architectural, mechanical, HVAC, electrical, I&C, and operational facilities.

E. Perform asset management evaluations, site inspections, red-line markups, equipment verifications and condition assessment, etc.

F. Provide equipment and/or treatment process evaluations and condition assessments for the purpose of recommending corrective Repair and Rehabilitation strategies. Provide engineering design services to support the Repair and Rehabilitation work.

Preliminary Design Report

WRD may choose to develop a preliminary design report (PDR) before implementing a detailed design for specific projects. Prior to incorporating the data and assumptions into the final design, the data shall be presented in a PDR for review and approval by WRD. Depending on the nature of the project, this may or may not lead directly into a detailed or design.

The following may be required for PDRs:

A. For pipelines: the PDR development may include pipeline alignment studies; review and evaluation of utility impacts; tabulation of required permits; assessment of street cut moratoriums; right-of-way and easement acquisitions; compilation of design and construction requirements for local agencies, Cal Trans, railroad, prevailing environmental agencies and other agencies having jurisdiction; traffic control plans; geotechnical investigations; assessment of trenching and paving requirements; assessment of pipeline materials; evaluation of construction methodology and duration; potholing activities; evaluation of impacts to surrounding areas; relocation of existing utilities; and construction cost analysis.

B. For treatment facilities: Identify flow and water quality design parameters, required treatment process equipment, site locations, site layouts, ancillary equipment, single-line electrical diagrams and assessment of power requirements, preliminary P&IDs with telemetry controls, housing, easement acquisition, appurtenances, and permitting issues. May include development of material takeoffs for cost estimation purposes and analysis of O&M costs.

C. Development and evaluation of system hydraulics and system curves.

D. Perform necessary field investigations and coordinate with agencies to verify all design and construction constraints and permit requirements.

E. Collect and review all applicable plans, specifications, and background reports provided by WRD. Research and obtain record data for all existing utilities pertinent to the project.

F. Preparation of a detailed schedule including obtaining special permits.

G. Evaluate the design concept for constructability and practicality for construction phase and long-term maintenance.

H. Obtain soil reports as available for examination of soil conditions. If necessary, perform geotechnical investigations.

I. Make recommendations on the design and construction methods to WRD, based on the most cost effective and constructible method.

J. Development of design drawings and specifications.

K. Develop and submit construction cost estimates that reflect the preferred materials and methods involved in the project.

Design Phase
The Design activities may typically include the following, but is not limited to:

A. Conduct geotechnical investigation to assess soil conditions for proper facility design.
B. Coordination with agencies with jurisdiction within the project area to obtain all necessary permits.
C. Coordinate with regulatory agencies (e.g., State Water Resources Control Board Division of Drinking Water and Los Angeles County Department of Public Health) to ensure compliance with utility separation and pipeline identification requirements.
D. Preparation of easement acquisition packages and confirmation of right-of-way.
E. Develop design drawing and specifications for the various percent designs required, utilizing the design basis, water quality objectives, and other design criteria.
F. Preparation of engineer’s cost estimates.
G. Real Estate Appraisal. Prepare commercial property appraisal depending on the nature of the project. Works include, but are not limited to, visitation of property, taking pictures of property, documentation of special characteristics of the property and surrounding area, valuation of the property, title and deed research, preparation of legal descriptions, surveying and preparation of a detailed report describing findings and recommendations.
H. Traffic control plans
I. Survey
J. Shutdown/Tie-In Procedures

CONSTRUCTION BID PHASE

The construction bid phase work may typically include the following, but is not limited to:

A. General Administration and Meetings
B. Engineering Services
   a. Provide technical support at the pre-bid meeting.
   b. Prepare responses to requests for information (RFI) and request for clarification (RFC) that may include approving or rejecting, or clarification to specified design.
   c. Prepare, issue, and maintain records of document addenda.
C. Coordination with District staff to review all bids and to make a determination of the lowest responsible, responsive bidder.
D. The Consultant shall incorporate all addenda issued during the Bid Period into a conformed set of contract documents.

ENGINEERING SERVICES DURING CONSTRUCTION

The following section describes the anticipated engineering services during construction for potential task orders assigned to the Consultant.

A. General Administration and Meetings
B. Review all shop drawings and other submittals for complete and strict conformance with contract documents
C. Prepare revisions to contract drawings and/or specifications to resolve conflicts.
D. Start-up assistance.
E. Project close-out - the Consultant shall assist in the development of Project punch lists and coordinate the delivery of all Project-related documentation including warranties, guarantees and operations and maintenance manuals.
F. Prepare Final Record Drawings.

HYDRAULIC MODELING

The types of services anticipated under this task shall include the following, but are not limited to:

A. Updates of existing models with network, facility (including removal or additions of customers), and or demand data;
B. Additional distribution system field testing;
C. Additional calibration/verification of the existing water distribution models, including collection of field data for flows, pressures, and water quality parameters;
D. Use of the model for hydraulic, water age, or water quality analyses and documentation of results;
E. Review and evaluation of model results as the basis for recommending water distribution system improvements.
F. Develop new models, as needed.
RATE SCHEDULE AND REIMBURSEMENT

The Consultant shall include a rate schedule that lists the hourly labor rates by work classification. Even though this is a multi-year contract, the Consultant shall provide rate schedules to be applicable for three (3) calendar years assuming contract award in April 2020. Annual rate increases for inflation of no more than 5% are permitted but must be submitted at the start of the contract and shall be held for the calendar year during which work is being performed.

i. Include the rate schedule by work classification title. While the specific scope of work for each task order will vary, the hourly rates associated with specific titles included in the master contract agreement will remain in effect for the term of the contract.

ii. All expected fees and other direct costs (ODCs), sub-consultants, markups, or other firm-specific fees should be fully burdened in the proposed billing rates. No ODCs, allowances or markups will be allowed for the duration of the contract.

iii. WRD will not provide payment for travel, lodging, meals or subsistence unless requested and approved by the Project Manager in advance of the incurred costs. All approved expenses shall adhere to WRD’s Administrative Code pertaining to daily meal and travel limits. No markup will be provided on pre-approved travel, lodging, meals or subsistence costs. Mileage reimbursement will be based on the standard mileage rates published by the Internal Revenue Service (IRS) effective at the time when the mileage costs are incurred.

iv. Terms and conditions from the Respondent’s sub-consultants shall not be incorporated into the Respondent’s rate schedule and fee proposal. WRD will allow a fixed mark-up for sub-consultants that shall be approved at the start of the contract and shall be constant for the duration of the contract. WRD will not honor the terms and conditions of sub-consultants and WRD’s contract with the Respondent shall govern in all cases.
**EXHIBIT B: LIST OF POTENTIAL PROJECTS**

**CAPITAL IMPROVEMENT PROGRAM PROJECTS**
- Los Coyotes Pipeline Alignment Study
- LVL Inland Injection Well
- Regional Brackish Water Reclamation Project
- LVL MF Filtrate Tank Rehabilitation
- Dominguez Gap Inland Injection Wells
- General well installation projects
- Dominguez Gap Barrier Project Second Connection Pipeline
- Dominguez Gap Barrier Project Potable Backup Pipeline

**R&R PROJECTS**
- Goldsworthy Roof replacement
- Goldsworthy HVAC upgrade and replacement
- Treatment Plant Electrical Upgrades
- Goldsworthy wastewater well rehab
- Goldsworthy decarbonator blower system replacement
- Goldsworthy fluoride system replacement
- Goldsworthy post treatment water quality analysis and associated retrofits
- LVL chemical system and piping upgrades
- Goldsworthy feed piping valve assessment
- LVL product water pump station evaluation
- LVL influent pumping system
- LVL Condition Assessment

**OPERATIONAL SUPPORT PROJECTS**
- CMMS Optimization support
- SCADA Optimization support
- Asset Management services
- SWPP Compliance and permitting support

**PLANNING EFFORTS**
- Leo J. Vander Lans facility planning
- Cost of water analysis
- Facility condition assessments
- Feasibility study for storm water capture efforts
- Feasibility studies for new drinking water supplies
- Feasibility studies for groundwater basin storage projects
- Climate Action Plans

**SAFE DRINKING WATER PROGRAM**
- Well head treatment selection analysis and design
- Pipeline design
- Between 5-8 projects per year working with the State of California
- Groundwater well construction and rehabilitation projects
- PFOA and PFOS related projects
Exhibit C

WRD Standard Professional Services Agreement
This Professional Services Agreement (the “Agreement”) is made and entered into this ___ day of __________, ______, 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. 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

[insert contractor name] Prof Services Contract
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, data, 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

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: ________________________.

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

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

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

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

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

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

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:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Address 1</th>
<th>Address 2</th>
<th>City, State ZIP</th>
<th>Phone:</th>
<th>Email:</th>
<th>Fax:</th>
</tr>
</thead>
</table>

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

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

22. Effective Date. This Agreement is effective as of the date first set forth above.
23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

Signature

John D.S. Allen

Print Name

President, Board of Directors

Title

Signature

Willard H. Murray, Jr.

Print Name

Secretary, Board of Directors

Title

[INSERT CONTRACTOR NAME], ("CONSULTANT")

Signature

Print Name

Title

Approved As To Form
LEAL, TREJO LLP

Attorneys for the Water Replenishment District of Southern California
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:

Endorsement(s)

☐ Additional Insured (AI) Status – GENERAL LIABILITY - Member Water District, its directors, officers, employees, or authorized volunteers are named as additional insureds - as broad as following forms:

  o Form CG 20 10 11 85 (E1) or

  o BOTH CG 20 10 (E2) and CG 20 37 (E3) if forms with later edition dates provided (usually 10 01 or 07 04 editions). Also acceptable CG 20 10 04 13 (or older editions E2) specifically naming the District parties or using language that states "as required by contract"

  o “Blanket” Endorsement - (no specific policy number) (E4) covering one or more of the above endorsements required with words "as required by written contract/agreement".

  o If large number of Subcontractors - Additional Insured endorsement CG 20 38 04 13 recommended. (E5)

  o Policy numbers - matches policy number shown on Certificate of Insurance. (see Optional Dec. Page/Endorsement pages below)

  o Primary Coverage – The primary/non-contributory language is included. “The insurance provided by this policy shall be primary as respects any claims related to the ____________ Project. Any insurance, self-insurance, or other coverage maintained by the district, its directors, officers, employees, or volunteers shall not contribute to it.” e.g. Form CG 20 01 (E6)

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

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

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

Acceptance Letter
EXHIBIT D: ACCEPTANCE LETTER

Company Name: __________________________

Address: ________________________________

______________________________

Telephone: _____________________________

Fax: ________________________________

Subject: Solicitation for ____________________

By my signature below, I, on behalf of the Company named above, acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a submittal, proposal, quotation, or bid in response to the subject solicitation, the Company named above accepts all the terms and conditions, and meets the minimum requirements set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement or the Purchase Order Standard Terms and Conditions.

ACCEPTED:

___________________________________________
Signature

___________________________________________
Name (please print)

___________________________________________
Title

___________________________________________
Date
MEMORANDUM
ITEM NO. 7

DATE: FEBRUARY 27, 2020
TO: CAPITAL IMPROVEMENT PROJECTS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: RELEASE OF THE REQUEST FOR QUALIFICATIONS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

SUMMARY
The District is currently under contract with six (6) firms for on-call construction management (CM) services. These current contracts are set to expire in April 2020. Since the initiation of this program in 2017, five (5) separate amendments have been issued for a total of approximately $564,000 to three (3) separate firms. This program has provided District staff a resource to streamline projects utilizing a talented pool of consultants.

Due to the success of this program, District staff would like to release an RFQ for On-Call CM Services with expected awards in April 2020. The goals of the new program are to streamline the task order process and reduce the number of firms in the program to three (3). The anticipated allocation to be utilized by this program is $1.5M or $500,000 per firm over a three (3) year term.

After review of the qualifications packages received, District staff will return with a recommended list of three (3) qualified firms for construction management services.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects Committee recommends that the Board of Directors authorize the preparation and issuance of the Request for Qualifications for on-call construction management services.
REQUEST FOR QUALIFICATIONS
(RFQ-19-002)

On-Call Construction Management Services

Issued: Thursday, March 5th, 2020

Mandatory Pre-Submittal Meeting:
Wednesday, March 11, 2020 at 2:00 p.m.
WRD Board Room
4040 Paramount Blvd
Lakewood, CA 90712

Questions Regarding this RFQ Due:
Monday, March 23, 2020, at 2:00 p.m.

STATEMENT OF QUALIFICATIONS DUE:
Thursday March 26, 2020 at 3:00 p.m. PST

Responses eligible for consideration to this RFP must be submitted to the
WRD Procurement Portal located at https://wrd.bonfirehub.com/ and
addressed to the attention of:

Melody Wu, Project Administrator
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712
NOTICE TO RESPONDENTS

Request for Qualifications

On-Call Construction Management Services

PURPOSE: The Water Replenishment District of Southern California (WRD or District) is seeking Statements of Qualifications (SOQ) from qualified and experienced firms (also referred to as “Consultant” or “Respondent” herein) to participate in WRD’s On Call Construction Management Services program.

Interested firms are requested to submit a Statement of Qualifications (SOQ) to present their expertise and experience in, but not limited to, the following areas: pre-construction services, construction phase services and project close-out services more thoroughly outlined in Exhibit A. A list of projects for which engineering services may be required has been attached as Exhibit B. WRD intends to evaluate the SOQs received using a best value selection process to ensure that the selected Firms are capable to perform the anticipated work and will enter into on-call service contracts (Contract) with up to three (3) firms.

This Request for Qualifications (RFQ) describes the generally anticipated scope of services to be rendered, the information that must be included in the SOQ, and the Respondent selection process. Respondents are encouraged to carefully review this RFQ in its entirety prior to submitting their SOQs. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFQ is available for downloading from the WRD Procurement Portal located at: https://wrd.bonfirehub.com/.

SOLICITATION SCHEDULE: Milestones for the RFQ 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 respondents.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Issued by WRD</td>
<td>Thursday, March 5th, 2020</td>
</tr>
<tr>
<td>Mandatory Pre-Submittal Meeting</td>
<td>Wednesday, March 11, 2020</td>
</tr>
<tr>
<td>Deadline for Questions Regarding this RFQ</td>
<td>Monday, March 23, 2020, at 2:00 p.m.</td>
</tr>
<tr>
<td>Statement of Qualifications Due</td>
<td>Thursday March 26, 2020 at 3:00 p.m.</td>
</tr>
<tr>
<td>Interviews (if conducted) (Date Tentative)</td>
<td>Week of March 30, 2020</td>
</tr>
<tr>
<td>WRD Board Awards (Date Tentative)</td>
<td>April 16, 2020</td>
</tr>
</tbody>
</table>
PRE-SUBMITTAL MEETING: A mandatory pre-submittal meeting will be held in the WRD Board Room located at 4040 Paramount Boulevard, Lakewood, California 90712, on **Wednesday, March 11, 2020 at 2:00 p.m.** Firms interested in submitting a Proposals are required to attend. 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 and responses to questions will be formally documented and distributed in an Addendum, which will be posted on the WRD Procurement Portal at: https://wrd.bonfirehub.com/.

QUESTIONS REGARDING THIS RFQ: All questions regarding the technical aspects or general requirements/provisions of this Request for Qualifications (RFQ) must be submitted before the deadline due date under this Solicitation Number and Title “**Question – RFQ-19-002 On-Call Construction Management Services**” by no later than **Monday, March 23, 2020, at 2:00 p.m.** through the Opportunity Q&A section via the WRD Procurement Portal at https://wrd.bonfirehub.com/. For guidance on how to submit a question through https://wrd.bonfirehub.com/, please visit https://support.gobonfire.com/hc/en-us/articles/115015333227-How-do-I-contact-the-Project-Owner-

Questions received from prospective Respondents, and responses from WRD, will be formally documented through the Opportunity Q&A section table that will be issued and be posted on the WRD Procurement Portal at: https://wrd.bonfirehub.com/. The Q&A table will be updated regularly as questions are received from prospective respondents.

DEADLINE FOR SOQS: Pursuant to the requirements specified in this RFP and the WRD Procurement Portal, responses to this RFP must be submitted to WRD no later than **Thursday, March 26, 2020 at 3:00 p.m.**, or such later time that WRD may announce by addendum to proposers via the Procurement Portal at any time prior to the submittal deadline.

Responses received after the deadline will not be considered under any circumstances. HARD-COPY PAPER FAXED OR E-MAILED SUBMISSIONS WILL NOT BE ACCEPTED. Only responses properly submitted to WRD’s Procurement Portal will be considered. WRD reserves the right to reject any and/or all responses received.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>2.0 BACKGROUND</td>
<td>1</td>
</tr>
<tr>
<td>3.0 SCOPE OF SERVICES</td>
<td>2</td>
</tr>
<tr>
<td>4.0 LIST OF POTENTIAL PROJECTS</td>
<td>2</td>
</tr>
<tr>
<td>5.0 STATEMENT OF QUALIFICATION (SOQ) CONTENTS</td>
<td>2</td>
</tr>
<tr>
<td>5.1 Title Page</td>
<td>2</td>
</tr>
<tr>
<td>5.2 Cover Letter</td>
<td>2</td>
</tr>
<tr>
<td>5.3 Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>5.4 Company Background</td>
<td>3</td>
</tr>
<tr>
<td>5.5 Project Team and Qualifications</td>
<td>3</td>
</tr>
<tr>
<td>5.6 Experience and Record of Past Performance</td>
<td>4</td>
</tr>
<tr>
<td>5.7 Additional Comments</td>
<td>4</td>
</tr>
<tr>
<td>5.8 Conflict of Interest</td>
<td>4</td>
</tr>
<tr>
<td>5.9 Other Information</td>
<td>5</td>
</tr>
<tr>
<td>5.10 WRD Standard Contract</td>
<td>5</td>
</tr>
<tr>
<td>5.11 Rate Sheet</td>
<td>5</td>
</tr>
<tr>
<td>6.0 SOQ SUBMISSION REQUIREMENTS</td>
<td>6</td>
</tr>
<tr>
<td>6.1 SOQ Format</td>
<td>6</td>
</tr>
<tr>
<td>6.2 SOQ Signing</td>
<td>6</td>
</tr>
<tr>
<td>6.3 SOQ Submittal Procedures</td>
<td>6</td>
</tr>
<tr>
<td>6.4 SOQ Preparation Costs</td>
<td>6</td>
</tr>
<tr>
<td>6.5 Acknowledgement</td>
<td>7</td>
</tr>
<tr>
<td>7.0 EVALUATION CRITERIA</td>
<td>7</td>
</tr>
<tr>
<td>7.1 Project Team and Qualifications (30 Points)</td>
<td>7</td>
</tr>
<tr>
<td>7.2 Performance on Similar On-Call Programs (20 Points)</td>
<td>7</td>
</tr>
<tr>
<td>7.3 Billing Rates (15 Points)</td>
<td>7</td>
</tr>
<tr>
<td>7.4 Organizational and Support Resources (15 Points)</td>
<td>8</td>
</tr>
<tr>
<td>7.5 Interview, if required (20 Points)</td>
<td>8</td>
</tr>
<tr>
<td>8.0 SELECTION PROCESS</td>
<td>8</td>
</tr>
<tr>
<td>9.0 GENERAL PROVISIONS</td>
<td>8</td>
</tr>
<tr>
<td>9.1 Entire Agreement</td>
<td>8</td>
</tr>
<tr>
<td>9.2 Contract Amendments</td>
<td>9</td>
</tr>
<tr>
<td>9.3 Term of Contract</td>
<td>9</td>
</tr>
<tr>
<td>9.4 Ownership and Use of Documents</td>
<td>9</td>
</tr>
<tr>
<td>9.5 Business Records Access and Retention</td>
<td>9</td>
</tr>
</tbody>
</table>
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.6 Termination</td>
<td>9</td>
</tr>
<tr>
<td>10.0 TERMS AND CONDITIONS</td>
<td>9</td>
</tr>
<tr>
<td>10.1 SOQ Rejection</td>
<td>9</td>
</tr>
<tr>
<td>10.2 SOQ Clarification and Requests for Additional Information</td>
<td>10</td>
</tr>
<tr>
<td>10.3 SOQ Validity Period</td>
<td>10</td>
</tr>
<tr>
<td>10.4 RFQ Revisions and Addenda</td>
<td>10</td>
</tr>
<tr>
<td>10.5 Confidentiality</td>
<td>11</td>
</tr>
<tr>
<td>11.0 LEGAL POLICIES</td>
<td>11</td>
</tr>
<tr>
<td>11.1 Compliance</td>
<td>11</td>
</tr>
<tr>
<td>11.2 Governing Laws and Requirements</td>
<td>11</td>
</tr>
<tr>
<td>11.3 Public Releases</td>
<td>11</td>
</tr>
<tr>
<td>11.4 Business License</td>
<td>11</td>
</tr>
<tr>
<td>11.5 WRD’s Property</td>
<td>11</td>
</tr>
</tbody>
</table>

**LIST OF EXHIBITS:**
- Exhibit A: Description of Scope of Work and Services
- Exhibit B: List of Potential Projects
- Exhibit C: WRD Standard Professional Services Agreement
- Exhibit D: Acceptance Letter
1.0 INTRODUCTION

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

To accomplish its mission, WRD conducts managed aquifer recharge using imported water, recycled water, and 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.

2.0 BACKGROUND

WRD plans to utilize on-call construction management services to deliver Capital Improvement, R&R and Operations Support projects in a cost efficient and effective manner. WRD has identified numerous Capital Improvement and R&R projects scheduled for completion in the next five years.

It is anticipated that up to three (3) separate Construction Management Firms (Consultant) will be selected to provide on-call construction management services on a task order basis to help implement these various projects. The term of this new on-call contract will be three years.

Each project shall be negotiated separately and be awarded as a task order, complete with a scope of work, fee estimate, schedule, and project team organization chart, on an as-needed basis. The Consultant must provide a proposal in response to each solicitation from the WRD project manager. The intent is for short 2-5 page letter proposals. Failure to provide proposals may result in the Consultant not being asked to submit on subsequent on-call RFPs.

Task orders under the on-call agreements will be issued as follows:

- WRD will provide a scope of work for the task order to each Consultant.
- Consultants will submit abbreviated proposals for each task order to identify the fee estimate, design/engineering technical approach, design/engineering team members, Team qualifications/resumes, design/project schedule, and number of deliverables.
- Fee estimates shall include hours associated with the approved rates from the RFQ, all other direct costs (ODCs), sub-consultants, markups, or other firm-specific fees should be fully burdened in the billing rates. No ODCs, allowances or markups will be allowed for the duration of the contract.
• Task orders will be awarded to a Consultant based on evaluations of proposals for completeness, qualifications, and best value.

• Consultant shall not proceed with the task until WRD issues a Notice to Proceed.

• WRD reserves the right to negotiate the fee for each task order with the Consultant.

• Consultant’s fee schedule shall be in effect upon execution of contract with the rate schedule by billing classification and staff names to be billed under those rates and titles to be used for this contract. While the specific scope of work for each task order will vary, the hourly rates associated with specific personnel included in the master contract agreement will remain in effect for the term of the contract.

3.0 **SCOPE OF SERVICES**
See Exhibit A

4.0 **LIST OF POTENTIAL PROJECTS**
See Exhibit B

5.0 **STATEMENT OF QUALIFICATION (SOQ) CONTENTS**
To provide a degree of consistency in review of the written SOQs, firms are requested to include the following content in their SOQs. The information requested below will be used to evaluate each SOQ based on the evaluation criteria outlined in this RFQ. 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. SOQs may be deemed nonresponsive if they do not respond to all areas specified below. The SOQ shall be of such scope and depth to sufficiently describe and demonstrate the Respondent’s qualifications and capabilities.

The following subsections describe the contents required in the SOQ, and shall be organized in separate sections tabbed with corresponding letters and related headings in the order they are presented.

5.1 **Title Page**
Respondent should identify the RFQ title, name and title of the firm’s contact person, address, telephone number, fax number, email address, and date of SOQ submission.

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

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

5.4 Company Background

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

5.5 Project Team and Qualifications

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

(i) The Project Manager,

(ii) The names of readily-available key personnel that will be deployed for each task and their contact information, and the primary office locations of each project team member (preferably within the southern Los Angeles County area),

(iii) The role each team member will play in providing services under the Contract, and

(iv) A written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the District’s prior approval. The SOQ 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 RFQ.

The identified Project Manager will be WRD’s main point of contact for all assigned projects for the duration of the Contract. The SOQ 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.

5.6 Experience and Record of Past Performance

Describe Respondent’s experience in completing similar assignments, preferably using the same project team proposed for the services described in this RFQ. Ongoing projects currently being performed by the Respondent may also 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 RFQ.

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 SOQ as being nonresponsive.

5.7 Additional Comments

Include any comments, suggestions, or additions the Respondent may have regarding the scope of services or any other aspects of the services that the Respondent feels would be helpful to WRD in selecting a firm for the services described in the RFQ. Identify the potential impact(s) or benefit(s) that these recommendations would have if accepted by WRD.

5.8 Conflict of Interest
Provide a statement that the Respondent, individuals employed by the Respondent, or firms employed by or associated with the Respondent, including subconsultants/subcontractors, do not have a conflict of interest with the Project. The Respondent 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 Respondent shall inform the District immediately. Respondents are subject to disqualification on the basis of a conflict of interest as determined by WRD.

5.9 **Other Information**

The SOQ shall include:

- A statement that the Respondent will meet the insurance requirements per Section 12 of the District’s standard Professional Services Agreement, which is attached to this RFQ as **Exhibit “C”**.
- 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.
- A statement as to whether the firm has defaulted on previous professional contracts.

5.10 **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 **Exhibit “C”**. Respondents shall provide a statement in their SOQs 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).

5.11 **Rate Sheet**

Provide the hourly rate for each project team member proposed to work on the District’s projects. 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. Any other rates to be potentially incurred by the District shall be included. Please refer to **Exhibit A** for additional information on rate schedule and reimbursement.

**Prevailing Wage**

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code Sections 1720 et seq and 1770 et seq. which require the payment of prevailing wage rates on certain “public works” and “maintenance”
project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, the Firms agree, to fully comply with such Prevailing Wage Laws, if applicable.

The Firms to whom a Contract for the work is awarded shall comply with all provisions of the California Labor Code. A copy of these prevailing wage rates are on file with the Department of Industrial Relations and can be found online with the State of California at http://www.dir.ca.gov/dlsr/pwd. A copy of such prevailing wage rates shall be posted on the jobsite by selected Firms.

6.0 **SOQ SUBMISSION REQUIREMENTS**

6.1 **SOQ Format**

The SOQ 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 SOQ 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 flash drive shall contain the entire Proposal as a single PDF file. All sections of the PDF file shall be bookmarked.

6.2 **SOQ Signing**

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

6.3 **SOQ Submittal Procedures**

The exclusive process by which a potential proposer can respond to and be considered for this RFQ is through the WRD Procurement Portal at https://wrd.bonfirehub.com/. No other form of response or submission to this RFQ will be considered.

It is the firm’s responsibility to ensure that SOQs are received prior to the submittal deadline. SOQ packages should also include all signed Acknowledgment of Addendum forms that may be issued by WRD as part of this RFQ process.

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

6.4 **SOQ Preparation Costs**

This solicitation does not commit the District to award any work nor to pay any costs incurred from the preparation of SOQs. Firms responding to this RFQ will be solely responsible for all costs and expenses incurred during the selection process.
6.5 Acknowledgement

An Acceptance Letter (Exhibit “D” attached) has been attached to this solicitation. This Acceptance Letter is to be completed and signed by the Respondent and shall be included with the Respondent’s submittal.

7.0 EVALUATION CRITERIA

Selection will be made on the basis of WRD’s judgment as to which SOQ best serves WRD’s interest. The SOQ will be evaluated on the basis of the criteria listed below in this section. SOQs also will be evaluated based on the clarity, completeness, and professional quality of the documents submitted, as well as conformance to the RFQ instructions and responsiveness to the RFQ requirements in a straightforward and concise manner.

7.1 Project Team and Qualifications (30 Points)

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 Respondent’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.

7.2 Performance on Similar On-Call Programs (20 Points)

WRD reserves the right to conduct an independent verification of the Respondent’s experience qualifications by contacting project references, accessing public information, or contacting independent parties. Prospective respondents shall respond and provide additional information that may be requested during the evaluation of SOQs. 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.

7.3 Billing Rates (15 Points)

Each firm will be evaluated on billing rates for services that may be provided. WRD considers the potential services to be Professional Services, meaning they will be judged based on anticipated overall value for services rendered.
7.4 Organizational and Support Resources (15 Points)
The following will be considered in the evaluation of SOQs:

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

7.5 Interview, if required (20 Points)
Each Respondent will be evaluated on responses to questions asked and for its presentation during the interview.

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

All responsive SOQs will be evaluated by a selection committee formed by the District. The SOQ shall be of such scope and depth that sufficiently describe and demonstrate the Respondent’s understanding, approach, capability, and qualifications. Submittal of incomplete or vague responses to any section or subsection of this RFQ may result in rejection of the SOQ. SOQs will be evaluated, scored, and ranked based on the criteria specified in Section 7 of this RFQ.

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

WRD will award Contracts to up to three (3) firms. The total number of Firms selected will be made by WRD at its sole discretion. The firms selected for a Contract award(s) will be the Firm(s) determined to provide the best value to WRD pursuant to the evaluation process described above. The best value firm(s) will be determined in accordance with the evaluation criteria set forth in this RFP.

9.0 GENERAL PROVISIONS
The Respondent should specify if any of the requirements included in this section or any other section of the RFQ pose a specific problem, and if so, identify the problem and its impact within the SOQ.

9.1 Entire Agreement
The services described in this RFQ, the successful SOQ (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. See Standard Contract in Exhibit C. Furthermore, this RFQ is not only meant to aid in the preparation of SOQs, 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 RFQ shall be deemed bound to execute all requirements as listed and prescribed in this RFQ, unless WRD modifies aspects of the scope of work or any conditions in the RFQ in writing. Thus, the executed Contract will incorporate the terms and conditions specified in this RFQ, as well as the final scope of work and fee schedule submitted by the Consultant as part of its SOQ.

9.2 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.

9.3 Term of Contract

Upon approval by the WRD Board of Directors, the District shall enter into a contract with a maximum term of three (3) years with selected firms.

9.4 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.

9.5 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.

9.6 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.

10.0 TERMS AND CONDITIONS

10.1 SOQ Rejection
WRD reserves the right to accept or reject any or all SOQs received in response to this RFQ 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 SOQ received.

10.2 SOQ Clarification and Requests for Additional Information

All SOQs 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 respondents. The District may require any evidence it deems necessary, such as documentation regarding the Respondent’s financial stability, before any contract is awarded. In conducting discussions with respondents, there shall be no disclosure of information derived from SOQs submitted by competing firms.

10.3 SOQ Validity Period

Respondents may withdraw their SOQs at any time prior to the due date and time by submitting a written notification of withdrawal signed by the firm’s authorized agent. Respondents who withdraw their SOQs prior to the designated date and time may still submit another SOQ if done in accordance within the proper time frame. A SOQ 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 SOQ.

10.4 RFQ Revisions and Addenda

WRD reserves the right to issue a written Addendum or Addenda to provide further clarification or make revisions/corrections to the RFQ. All Addenda will be issued via e-mail to prospective Respondents who were initially forwarded the RFQ via e-mail as well as other prospective Respondents 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 Procurement Portal at: https://wrd.bonfirehub.com/ 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 at its sole discretion.

Any Addendum issued must be acknowledged by the Respondent 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 Respondent 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 respondents check the WRD website prior to making their submission.
10.5 Confidentiality

The content of SOQs will be kept confidential until the award of contract by the WRD’s Board of Directors. All materials submitted in response to this RFQ 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 SOQs to respondents.

If a Respondent believes any portion of its SOQ contains confidential or proprietary information, exempt from public disclosures under the California Public Records Act, the Respondent must label that information within its SOQ 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 Respondent may incur from the disclosure of information or material to third parties.

11.0 LEGAL POLICIES

11.1 Compliance

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

11.2 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.

11.3 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.

11.4 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.

11.5 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.
EXHIBIT A: DESCRIPTION OF SCOPE OF WORK AND SERVICES –

Construction Management Services

The following scope of work descriptions are intended to be general and may apply to the construction of pipelines, process treatment systems and facilities, and facility rehabilitation and replacement (R&R) projects.

The Consultant shall be responsible for project, safety, cost, time, quality and risk management; and ensuring conformance of the project improvements with the plans and specifications. A list of projects for which construction management services may be required has been attached as Exhibit B.

Each project shall be negotiated separately and be awarded as a task order, complete with a brief scope of work, fee estimate, schedule, and project team organization chart, on an as-needed basis. The Consultant must provide a proposal in response to each solicitation from the WRD project manager. In the event that a Consultant cannot provide a proposal, a Non-Responsiveness Form must be completed by the Consultant and submitted to the Project Manager. Failure to provide proposals may result in the Consultant being removed from the proposer pool for on-call services.

The task order award process will be implemented as follows:

1. WRD will solicit abbreviated proposals for a specific scope of work from each Consultant who has been awarded an On-Call Professional Engineering Services Contract.

2. WRD will award the task order to the most qualified Respondent based on an evaluation of professional qualifications of key personnel, capabilities and specific project experience of the respondent, technical approach and methodology, fee proposal, and completeness and quality of proposal.

Not all task descriptions and services will apply to all potential projects or task orders. In addition, more detailed descriptions will be included with the individual scopes of work for each task order under this contract. The descriptions included herein are intended for Respondents to identify the type of work undertaken by WRD, and the type of corresponding qualifications and team experience necessary to propose on this RFQ. It is understood that additional services not expressly described herein may be requested for specific task orders, and WRD reserves the right to request additional services beyond the general scope of services described below.

PRE-CONSTRUCTION PHASE

A. Kick-Off Meeting – The Consultant shall attend a “kick-off” meeting with WRD, the Design Engineer, and all project stakeholders to become familiar with the scope of work and WRD’s Construction Management Procedures. The Consultant shall be prepared to present its standard Construction Management Plan along with templates proposed for use while administering the construction contract (e.g. submittal tracking log, daily inspection report, potential change order, meeting minutes, RFI tracking log, etc.).

B. Constructability Reviews – The Consultant shall perform detailed constructability reviews of preliminary and final design submittals as requested by WRD. All comments shall be neatly organized and tabulated in a formal submittal to WRD. The Consultant shall participate in
constructability review workshops with WRD, contract operations staff and the Design Engineer to discuss review comments.

C. Contractor Prequalification – The Consultant shall assist WRD in developing prequalification packages for general contractors and specialty subcontractors. Prequalification packages shall be developed in accordance with the Public Contract Code and California Department of Industrial Regulations guidelines.

D. Equipment Procurement – The Consultant shall assist WRD in negotiating procurement packages and pre-purchasing equipment from equipment manufacturers and suppliers.

E. Specification Development – The Consultant shall develop specifications for inclusion in contract documents as requested by WRD including project safety requirements, scheduling requirements, project meeting requirements and work restrictions.

F. Bid Phase Services – The Consultant shall attend and participate in the project pre-bid meeting. The Consultant shall assist WRD with recommendations for issuance of addenda as necessary. The Consultant shall assist WRD in the review of bidding packages to determine lowest responsive and responsible bidder in accordance with latest Public Contract Codes.

G. Pre-Construction Meeting – The Consultant shall facilitate a Pre-Construction Meeting with WRD, the Design Engineer and the Contractor.

H. Pre-Construction Scheduling Meeting – The Consultant shall facilitate a Pre-Construction Scheduling Meeting with WRD and the Contractor. The scheduling specification requirements and format of the construction schedule will be discussed at the meeting. The objective of the Pre-Construction Scheduling Meeting is to facilitate timely submittal, review and approval of the Contractor’s Baseline Schedule with as few resubmittals as possible.

I. Quality Assurance/Quality Control Plan – The Consultant shall develop a Quality Assurance/Quality Control (QA/QC) Plan as requested by WRD with a comprehensive, systematic approach to ensure that all elements of the Project are delivered in accordance with the contract documents. The Plan shall include QA/QC policies and procedures for all onsite construction work, offsite fabrication of equipment and materials, and startup and commissioning activities.

**CONSTRUCTION PHASE**

A. Weekly Project Progress Meetings – The Consultant shall facilitate weekly Project Progress Meetings with WRD, the Design Engineer, the contractor and all project stakeholders.

B. Project Correspondence and Communication – The Consultant shall establish a communication protocol with all Project stakeholders at the commencement of the Project based on WRD’s Standard Policy. All Project correspondence and documentation shall be issued through the electronic document control system.

C. Electronic Document Control System – The Consultant shall develop and maintain an electronic document control system (i.e. EADOCs) per WRD’s Standards to manage and track all Project documentation. The document control system shall be accessible by WRD, the Design Engineer and the contractor. Upon completion of the Project, all documentation uploaded to the document control system shall be neatly organized in a project archive with a standard and uniform file naming convention, and shall be transmitted in a format acceptable to WRD. WRD reserves the right to request that the Consultant utilize an alternate document control system that meets the District’s requirements.
D. Submittal Review – The Consultant shall coordinate the submittal/shop drawing review process and route all transmittals to the appropriate reviewer (e.g., Construction Manager, Design Engineer, WRD, etc.). The Consultant shall maintain a log to track the status and review action of all submittals. The Consultant shall ensure that all submittals required by the contract documents have been submitted by the contractor. The Consultant is responsible for reviewing the contract documents and identifying the submittals for which it is responsible for reviewing.

E. Requests for Information (RFIs)/Requests for Clarification (RFCs) – The Consultant shall coordinate the RFI/RFC review process and route all RFIs/RFCs to the appropriate reviewer (e.g., Construction Manager, Design Engineer, WRD, etc.). The Consultant shall maintain a log to track the status of all RFIs and RFCs.

F. Schedule Review – The Consultant will be principally responsible for reviewing and approving the contractor’s Baseline Schedule, weekly look-ahead schedules, monthly schedule updates, recovery schedules and time impact analyses (TIAs). The Consultant shall submit its schedule review procedures to WRD’s Project Manager for review and approval.

G. Change Management – The Consultant shall establish and implement a change management procedure, including management of the change order process and reviewing, negotiating and responding to proposed change orders from the contractor. The Consultant shall implement a proactive approach to minimize change orders to the extent possible. Responses to change order requests shall be provided in accordance with the contract documents. All negotiated change orders shall be reviewed and approved by WRD’s Project Manager. The Consultant shall monitor and verify the authorized change order work.

H. Claims Management – The Consultant shall manage and respond to all claims and notices of potential claim from the construction contractor in a timely manner. The Consultant shall prepare a formal written analysis of the validity of each potential claim and provide a recommendation regarding entitlement and resolution to WRD’s Project Manager. The Consultant shall coordinate the resolution of conflicts and discrepancies in the plans and specifications, construction issues, and proposed field changes due to unforeseen conditions.

I. Inspection – The Consultant shall provide both on- and off-site inspection services as necessary to verify that the contractor’s work is performed in compliance with the contract documents, industry standards and applicable codes, environmental and local regulations, and construction permits. Inspection services shall include, but are not limited to, structural, civil, mechanical, electrical, instrumentation and controls, material inspection, quality control and assurance, materials testing coordination, and daily inspection reports. Daily construction reports shall be filed each day including color photographs of construction activities. Daily construction reports and progress photos shall be neatly organized and incorporated into the Consultant’s electronic filing system. Consultant’s inspection staff shall have relevant experience and technical certifications in the designated field of expertise for which inspection services are being provided.

J. Materials Testing/Specialty Inspection – The Consultant shall provide material testing and specialty inspection services, including soil testing, welding inspection, concrete testing, coating inspection, electrical and controls inspection, masonry testing, adhesive anchor inspection, and reinforced steel testing as needed to ensure materials are furnished and installed in accordance with the contract documents. The Consultant shall also provide off-site shop inspection including, at minimum, pipe fabrication, fiber-reinforced plastic (FRP) tank construction,
concrete and asphalt batching, coatings, and switchgear fabrication. The Consultant shall develop and maintain a log of inspection and material testing services to compliance with the contract documents.

K. Survey – The Consultant shall provide professional surveying services as requested by WRD to establish baseline survey control and to verify locations of project improvements. Professional land surveyors are a protected classification subject to prevailing wage requirements as set forth by the California Department of Industrial Relations.

L. Shutdown – The Consultant shall establish and implement protocols for effectively executing plant outages and facility start-up with minimal impact to the plant operation. The Consultant shall coordinate with WRD, WRD’s contract operator, the Design Engineer and the contractor to develop detailed plans and schedules for all planned shutdown. The Consultant shall coordinate activities with WRD’s contract operator and the contractor during shutdown. The Consultant shall monitor and document shutdown work and update WRD on as needed basis.

M. Schedule of Values – The Consultant shall review and approve the Schedule of Values submitted by the contractor at the commencement of the Project. The Consultant shall ensure that the Schedule of Values contains sufficient detail to track the progress of the work and to facilitate approval of the contractor’s monthly progress payment applications.

N. Progress Payments – The Consultant shall review and approve the contractor’s monthly progress payment requests. The Consultant shall ensure that all supporting documentation and releases have been provided before transmitting the pay application to WRD’s Project Manager for review and approval.

O. Permits – The Consultant shall ensure that the contractor has obtained all permits necessary for the performance of the work and that all permit conditions are met by the contractor. The Consultant shall verify that the contractor submits timely requests for inspection and permit sign-offs from agencies having jurisdiction. The Consultant shall daily monitor the contractor’s traffic control system, as needed, to ensure the traffic control is properly installed and maintained in accordance with the contract documents.

P. Safety – The Consultant shall monitor the contractor’s work practices to ensure that all safety requirements are met. The Consultant shall review the contractor’s Injury and Illness Prevention Plan (IIPP) and Job Hazard Analyses (JHA), and shall observe the contractor’s work to ensure conformance with OSHA requirements. The Consultant shall promptly notify the contractor and WRD of any observed safety violations.

Q. Monthly Report – The Consultant shall prepare a monthly progress report documenting the status of the project budget (construction contractor and construction manager), project schedule, potential project issues and all work performed during the reporting period (e.g. number of RFIs and submittals reviewed, number of meetings attended, construction photos, etc.). The monthly report shall be submitted with the monthly invoice statement.

R. Record Drawings – The Consultant shall review the contractor’s record drawings on a weekly basis to ensure that the drawings are up to date and accurate. The Consultant shall review the contractor’s record drawings at the end of each month prior to approving the contractor’s monthly progress payment request. The Consultant will also maintain an independent set of record drawings in its office.
S. Certified Payroll – The Consultant shall review the construction contractor’s certified payroll to ensure compliance with prevailing wage requirements as set forth by the California Department of Industrial Relations.

T. Startup and Commissioning – The Consultant shall coordinate with WRD, WRD’s contract operator, the contractor, and the Design Engineer to develop a comprehensive start-up plan. The Consultant shall coordinate with all project stakeholders to successfully start-up and commission the project improvement. The Consultant shall ensure that all startup, testing and commissioning activities have been properly performed, accepted and thoroughly documented before the Notice of Substantial Completion is issued.

PROJECT CLOSE-OUT

A. Punch List – The Consultant shall coordinate with WRD, WRD’s contract operator, the Design Engineer, and the contractor to prepare punch lists for outstanding items of work, including all documentation and submittals required by the contract documents, upon Substantial Completion of the Project. The Consultant shall be prepared to assign cost values for outstanding punch list items to facilitate prompt and timely close-out of the Project and release of retention. The Consultant shall ensure that all punch list items have been addressed to the satisfaction of WRD.

B. Record Drawings – The Consultant shall review the contractor’s final red-line drawings to ensure that the drawings are accurate and complete with all field changes. The Consultant shall certify the accuracy of the final red-line drawing set before final payment is approved and before the red-line drawings are transmitted to the Design Engineer.

C. Warranty/O&M Manuals – The Consultant shall review and verify warranties and guarantees are submitted by the contractor as specified in the contract documents. The Consultant shall coordinate with WRD and WRD’s contracted operator to verify that proper operations and maintenance manuals and any training materials have been provided in accordance with the contract documents.

D. Final Payment – The Consultant shall reconcile all contract Bid Items, change order work and outstanding punch list items in the preparation of the final payment to the contractor.

E. Close-Out Report – The Consultant shall prepare a Close-Out Report including, at a minimum, a summary of the Project construction, key issues, lessons learned, change summary, schedule summary, as-built schedule and recommendations for the management of future projects. The Consultant shall include provisions to submit a draft and final Close-Out Report.

F. Project File – At the conclusion of the Project, the Consultant shall transmit all Project related documentation to WRD’s Project Manager. An electronic version in PDF format shall be maintained throughout the duration of the Project and transmitted to WRD. The Project file shall be neatly organized, and all files shall be accurately titled and labeled to facilitate ease of access by WRD staff. The Consultant shall present the Project file structure to the WRD Project Manager when transmitted.
RATE SCHEDULE AND REIMBURSEMENT

The Consultant shall include a rate schedule that lists the hourly labor rates by work classification. Even though this is a multi-year contract, the Consultant shall provide rate schedules to be applicable for three (3) calendar years assuming contract award in April 2020. Annual rate increases for inflation of no more than 5% are permitted but must be submitted at the start of the contract and shall be held for the calendar year during which work is being performed.

i. Include the rate schedule by work classification title. While the specific scope of work for each task order will vary, the hourly rates associated with specific titles included in the master contract agreement will remain in effect for the term of the contract.

ii. All expected fees and other direct costs (ODCs), sub-consultants, markups, or other firm-specific fees should be fully burdened in the proposed billing rates. No ODCs, allowances or markups will be allowed for the duration of the contract.

iii. WRD will not provide payment for travel, lodging, meals or subsistence unless requested and approved by the Project Manager in advance of the incurred costs. All approved expenses shall adhere to WRD’s Administrative Code pertaining to daily meal and travel limits. No markup will be provided on pre-approved travel, lodging, meals or subsistence costs. Mileage reimbursement will be based on the standard mileage rates published by the Internal Revenue Service (IRS) effective at the time when the mileage costs are incurred.

iv. Terms and conditions from the Respondent’s sub-consultants shall not be incorporated into the Respondent’s rate schedule and fee proposal. WRD will allow a fixed mark-up for sub-consultants that shall be approved at the start of the contract and shall be constant for the duration of the contract. WRD will not honor the terms and conditions of sub-consultants and WRD’s contract with the Respondent shall govern in all cases.
EXHIBIT B: LIST OF POTENTIAL PROJECTS

CAPITAL IMPROVEMENT PROGRAM PROJECTS
- Los Coyotes Pipeline Alignment Study
- LVL Inland Injection Well
- Regional Brackish Water Reclamation Project
- LVL MF Filtrate Tank Rehabilitation
- Dominguez Gap Inland Injection Wells
- General well installation projects
- Dominguez Gap Barrier Project Second Connection Pipeline
- Dominguez Gap Barrier Project Potable Backup Pipeline

R&R PROJECTS
- Goldsworthy Roof replacement
- Goldsworthy HVAC upgrade and replacement
- Treatment Plant Electrical Upgrades
- Goldsworthy wetwater well rehab
- Goldsworthy decarbonator blower system replacement
- Goldsworthy fluoride system replacement
- Goldsworthy post treatment water quality analysis and associated retrofits
- LVL chemical system and piping upgrades
- Goldsworthy feed piping valve assessment
- LVL product water pump station evaluation
- LVL influent pumping system
- LVL Condition Assessment

OPERATIONAL SUPPORT PROJECTS
- CMMS Optimization support
- SCADA Optimization support
- Asset Management services
- SWPP Compliance and permitting support

PLANNING EFFORTS
- Leo J. Vander Lans facility planning
- Cost of water analysis
- Facility condition assessments
- Feasibility study for storm water capture efforts
- Feasibility studies for new drinking water supplies
- Feasibility studies for groundwater basin storage projects
- Climate Action Plans

SAFE DRINKING WATER PROGRAM
- Well head treatment selection analysis and design
- Pipeline design
- Between 5-8 projects per year working with the State of California
- Groundwater well construction and rehabilitation projects
- PFOA and PFOS related projects
Exhibit C

WRD Standard Professional Services Agreement
This Professional Services Agreement (the “Agreement”) is made and entered into this _day of __, ____, 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. 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, data, 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: ____________________.

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
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 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  
4040 Paramount Blvd.  
Lakewood, CA 90712  
Phone: (562) 921-5521  
Fax: (562) 921-6101

If to Consultant:

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

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

22. **Effective Date.** This Agreement is effective as of the date first set forth above.
23. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

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

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

___________________________  __________________________
Signature  
John D.S. Allen  Willard H. Murray, Jr.  

Print Name  
President, Board of Directors  Secretary, Board of Directors  
Title  

[INSERT CONTRACTOR NAME], ("CONSULTANT")

___________________________  
Signature  

___________________________  
Print Name  
Title  

Approved As To Form  
LEAL, TREJO LLP  

Attorneys for the Water Replenishment District of Southern California
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:

Endorsement(s)

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

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

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

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

Acceptance Letter
EXHIBIT D: ACCEPTANCE LETTER

Company Name: _____________________________

Address: _____________________________

Telephone: _____________________________

Fax: _____________________________

Subject: Solicitation for _____________________________

By my signature below, I, on behalf of the Company named above, acknowledge that I have read and understand the subject solicitation and all its attachments. I further acknowledge that, by submission of a submittal, proposal, quotation, or bid in response to the subject solicitation, the Company named above accepts all the terms and conditions, and meets the minimum requirements set forth in the subject solicitation and its attachments, including, but not limited to, the Sample Agreement or the Purchase Order Standard Terms and Conditions.

ACCEPTED:

___________________________________________
Signature

___________________________________________
Name (please print)

___________________________________________
Title

___________________________________________
Date
DATE: FEBRUARY 27, 2020
TO: CAPITAL IMPROVEMENT PROJECTS COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD OF CONTRACT FOR SUPPLEMENTAL RECHARGE WELLS 1A, 2, & 3 DEVELOPMENT PROJECT

SUMMARY
District staff have completed of the design and specifications for the Supplemental Recharge Well Equipment Installation at the Albert Robles Center (ARC). The wellhead completion work is the final step needed to allow connection and commence direct injection of advanced treated water into the underlying aquifers from the ARC Advance Water Treatment Facility (AWTF). Following the District’s last attempt to bid the work, it was determined that a varied, stepped approach should be taken to: 1) determine if the wells can be developed to a level where they can achieve the minimum total capacity needed for injection and 2) if the minimum injection capacities can be obtained, WRD would proceed with the Supplemental Recharge Well Equipment Installation Project. A development method will be deployed to maximize the affect of development on the lithologic formation to improve the performance of the well and maximize the injection capacity.

On December 19, 2019, the WRD Board of Directors approved the release of a Request for Bids (RFB) for the ARC Supplemental Recharge Well Development Project and the RFB was posted on the WRD’s online procurement portal (Bonfire).

A mandatory pre-bid meeting was held on January 8, 2020, at which seven firms were represented. During the pre-bid meeting it was clarified the RFB was for up to three wells but each well will be completed separately. It was further explained that since the RFB requested a bid for the development and equipping of the wells, and that there were still too many unknowns to effectively bid the equipping task, that the wellhead equipping task would be addressed in a separate RFB. In addition, questions and answers from the pre-bid meeting and subsequent inquiries or information were also posted on the WRD procurement portal.
On January 31, 2020, the District received and publicly opened three bids as summarized below:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwest Pump and Drilling, Inc.</td>
<td>$885,950</td>
</tr>
<tr>
<td>(SWPDI)</td>
<td></td>
</tr>
<tr>
<td>Layne Christensen Co.</td>
<td>$741,200</td>
</tr>
<tr>
<td>(Layne)</td>
<td></td>
</tr>
<tr>
<td>Yellow Jacket Drilling</td>
<td>$704,000</td>
</tr>
<tr>
<td>(Yellow Jacket)</td>
<td></td>
</tr>
</tbody>
</table>

Thereafter, District staff and legal counsel have evaluated the bid results and deemed that, in accordance with the Public Contract Code, Yellow Jacket is the apparent lowest responsible and responsive bidder, with the bid amount of $704,000.

**FISCAL IMPACT**

The fiscal impact for the recommended Construction Contract is $704,000 with 10% contingency of $70,000 for a total of $774,000. The project is included in the District’s Capital Improvement Program for the ARC AWTF project and will be funded by the District’s 2018 bond proceeds.

**STAFF RECOMMENDATION**

The Capital Improvement Projects Committee recommends that the Board of Directors enter into a Construction Contract, subject to approval as to form by District Counsel, with Yellow Jacket Drilling for the ARC Supplemental Recharge Well Development Project for an amount not to exceed $704,000 plus a 10% contingency, for a total of $774,000.
THIS AGREEMENT or ("Contract") is by and between Water Replenishment District of Southern California ("Owner") and Yellow Jacket Drilling Services, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents as defined and specified in Article 9 of this Contract. The Work is generally described as follows: See Specifications Section 01100.

ARTICLE 2 – THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ARC Supplemental Recharge Well Development Project and is described in greater detail in Section 01100 below.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by WEST YOST ASSOCIATES.

3.02 The Owner has retained WEST YOST ASSOCIATES ("Engineer") and has the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
ARTICLE 4 – CONTRACT TIMES

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

4.02 Contract Times: Days
   A. Contractor agrees and warrants that the Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run. Substantially complete for each well is defined as follows at Owner’s sole discretion: 1) the completion of all of the bid items related to the Project, including the Wellhead Completion work or 2) Owner and/or Engineer determine that the injection testing is unsuccessful and that the Wellhead Completion work will not be performed.

4.03 Liquidated Damages
   A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
      1. Substantial Completion: Contractor shall pay Owner $2,000 for each delay day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
      2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each delay day that expires after such time until the Work is completed and ready for final payment.
      3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages
   A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner for: (1) any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete or repair the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for construction, engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and the amounts indicated in the Bid Form, subject to adjustment under the terms of the Contract. Owner will not pay Contractor for any work related the Wellhead Completion portion of the Project if Owner determines that the Wellhead Completion work will not be performed.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments
   A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as described in the General Conditions.

6.02 Progress Payments; Retainage
   A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work as provided in Article 15 of the General Conditions. All such payments will be measured by the Schedule of Values established as described in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

   B. Prior to Substantial Completion, five percent (5%) retainage shall be withheld from all progress payments to be paid to the Contractor, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

   C. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100-percent** of the Work completed, less such amounts set off and entitled to be withheld by the Owner pursuant to Paragraph 15.01.E of the General Conditions.

   D. Alternatively, the Contractor may substitute securities in lieu of retention pursuant to Public Contract Code Section 10263.

6.03 Final Payment
   A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.
ARTICLE 7 – INTEREST

7.01 All undisputed amounts not paid when due shall bear interest at the rate of 5-percent per annum, unless a different rate is mandated by law or statute.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

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

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

D. Contractor has carefully studied all: (1) reports of explorations and tests of surface and subsurface conditions at or adjacent to the Site and all drawings of physical conditions, including but not limited to existing utilities, relating to existing surface or subsurface structures at the Site that have been identified in the Bidding Documents and Supplementary General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Bidding Documents and Supplementary General Conditions, especially with respect to Technical Data in such reports and drawings.

E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, drawings or data are necessary for the performance of the Work.

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (Section 00500)
2. Performance Bond (Section 00610)
3. Payment Bond (Section 00615)
4. Non-Collusion Affidavit (Section 00650)
5. General Conditions (Section 00700)
6. Supplementary General Conditions (Section 00800)
7. Any other specifications as listed in this RFB.
8. Drawings (not attached but incorporated by reference) consisting of:
   a. 38 sheets with each sheet bearing the following general title: *Supplemental Recharge Wells 1A, 2, and 3 Equipping – October 2018.*
   b. 1 sheet with the sheet bearing the following general title: *Equipment Diagram, West Yost Associates, December 2019*
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Bid Form (Section 00300).
    b. Well Construction Report, Tetra Tech, Inc., April 19, 2018 (not attached but incorporated by reference)
    c. Well Rehabilitation Scope of Work, ARC Injection Wells SRW-1A, SRW-2, and SRW-3, December 3, 2019 (not attached but incorporated by reference)
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
B. The documents listed in Paragraph 9.01.A above are attached to this Agreement (except as expressly noted otherwise above).
C. There are no Contract Documents other than those listed above in this Article 9.
D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.
ARTICLE 10 – LABOR

10.01 Prevailing Wage

A. This Contract is subject to California Labor Code Sections 1720 et seq., and Contractor and any Subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, WRD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of WRD, and shall be made available for viewing to any interested party upon request. The Contractor and each Subcontractor shall forfeit as a penalty to WRD not more than Two Hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

10.02 Employment of Apprentices

A. Contractor’s attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any Subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Department of Industrial Relations.

10.03 Payroll Records

A. Pursuant to Labor Code Section 1776, the Contractor and each Subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or Subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to WRD, forfeit One Hundred Dollars ($100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

B. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations on a weekly basis and in the format prescribed by the Department of Industrial Relations, which may include electronic submission. Contractor shall comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement.

10.04 Public Works Contractor Registration
Water Replenishment District of Southern California
ARC Supplemental Recharge Well Development Project

A. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and Subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. This contract will not be entered into without proof of the contractor's and Subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor and its Subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

B. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In executing this Contract, Contractor acknowledges that it has reviewed all applicable labor compliance requirements and included the cost of complying with such requirements in its bid.

10.05 Labor Compliance

A. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

10.06 Hours Of Work

A. Eight (8) hours of work shall constitute a legal day’s work. The Contractor and each Subcontractor shall forfeit, as penalty to WRD, twenty-five dollars ($25) for each worker employed in the execution of Work by the Contractor or any Subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

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

11.02 Assignment of Contract

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

11.03 Successors and Assigns

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

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

11.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:

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

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

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

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

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

OWNER:
Water Replenishment District of Southern California

CONTRACTOR:

---

By: ____________________________  By: ____________________________

Title: ________________  Title: ________________

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

Attest: ____________________________  Attest: ____________________________

Title: ________________  Title: ________________

Address for giving notices:
Water Replenishment District of Southern California

4040 Paramount Boulevard
Lakewood, CA 90712

License No.: ____________________________

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

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

++END OF SECTION++
MEMORANDUM
ITEM NO. 9

DATE: FEBRUARY 27, 2020
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH PERC WATER FOR OPERATIONS OF THE LEO J. VANDER LANS ADVANCED WATER TREATMENT FACILITY

SUMMARY
WRD has contracted with the Long Beach Water Department (LBWD) to provide operations services for the Leo J. Vander Lans (LVL) Advanced Water Treatment Facility (AWTF) since 2003. While this has been a successful relationship benefiting both WRD and LBWD, WRD staff recognize an opportunity to standardize operations between its two water recycling facilities, LVL and the Albert Robles Center (ARC).

PERC Water Corporation (PERC) is currently providing operations services for the ARC AWTF as a partner in the Design Build Entity (DBE) led by JF Shea Construction, Inc. The ARC transitional operations period is currently scheduled to end on December 31, 2020, and the DBE contract allows for two, one-year extensions, at WRD’s discretion.

Over the past several years, WRD has been asserting a stronger role in the operations of all of its facilities to ensure it has more input and control over opportunities for cost savings, process optimizations, final water production goals, and facility downtime requirements. WRD has already onboarded various contracts related to facility operations and maintenance (O&M), including contracts for chemicals, equipment services, and maintenance support services.

WRD is faced with a unique opportunity to realize a cost savings while also gaining valuable experience being more directly involved in day-to-day operations, without the steep learning curve and risk associated with immediately on-boarding operations staff. By contracting with PERC to operate LVL, WRD would have one common operator between the two water recycling facilities and can more easily standardize operational philosophies, procedures, and reporting. The contract period for LVL will be synchronized with the ARC contract period to allow sufficient time to prepare a detailed competitive Request for Proposals for both facilities, or permit a progressive growth
towards in-house operations. The contract period would be March 5, 2020 through December 31, 2020, with two, one-year extensions allowable at the discretion of the WRD Board of Directors.

A detailed scope of work is attached within the draft contract, and includes responsibilities currently performed by LBWD as well as several services not provided by LBWD, including:

- A total of six Full Time Equivalents (FTE) dedicated to LVL operations
- Development and Documentation of Standard Operating Procedures
- Update of the Operations Optimization Plan (OOP) required for regulatory compliance
- Utilization of WRD’s Computerized Maintenance Management System

In comparison to the historical monthly costs for LVL Operations, the PERC water proposal offers a cost effective alternative. The table below includes a comparison of the proposed PERC monthly fixed fee with the average monthly fee from LBWD. The actual monthly cost presented is an average of 17 months since 2016 where the facility was operated at an appreciable production (>3 million gallons per day (MGD) for more than 50% of the month).

<p>| Comparison of proposed PERC Monthly Fixed Fee with Actual Average Monthly Labor Costs |
|-----------------------------------------|-----------------------------------|----------------------------------|</p>
<table>
<thead>
<tr>
<th>Monthly Period</th>
<th>Actual Avg Monthly Labor Cost</th>
<th>PERC Proposal Fixed Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>$115,335</td>
<td>$105,275</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT**

The total cost of this contract is $947,475 with a contingency of $105,275 for a total of $1,052,750. There are sufficient appropriations in the current fiscal year LVL operating budget.

**STAFF RECOMMENDATION**

The Capital Improvement Projects Committee recommends that the Board of Directors enter into a Professional Services Agreement, subject to approval as to form by District
Counsel, with PERC Water Corporation for operations of the Leo J. Vander Lans Advanced Water Treatment Facility for an amount not to exceed $1,052,750.
This Professional Services Agreement (the “Agreement”) is made and entered into this 5 day of March, 2020, by and between the Water Replenishment District of Southern California (“District”) and PERC Water Corporation, (“Consultant”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain professional services upon the following terms and conditions.

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

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

2. Term. The term of this Agreement shall commence on March 5, 2020 and shall end on December 31, 2020 (the “Expiration Date”). At least six (6) months 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 at its sole discretion may exercise the option to extend this Agreement by amendment for two additional one year terms, each extension shall be exercisable for a one year term (subject to the termination provisions contained in this Agreement).

2.1 Termination by District

2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time upon six (6) months 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
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, data, 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: Tom Knoell, Water Operations Superintendent.

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 $2,000,000 per claim and $2,000,000 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.

12.1.6 **Pollution Liability** with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

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:

Robert Nespeca  
959 South Coast Drive  
Suite 315  
Costa Mesa, California 92626  
Phone: 714-352-7766  
Email: bnespeca@percwater.com

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

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

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

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

WATER REPLENISHMENT DISTRICT OF
SOUTHERN CALIFORNIA

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

Signature
Willard H. Murray, Jr.
Print Name
Secretary, Board of Directors
Title

PERC Water Corporation, ("CONSULTANT")

Signature
Print Name
Title

Approved As To Form
LEAL, TREJO LLP

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

Operations Expectations and Goals
The LVL AWTF is owned by the District and is designed to supply highly treated recycled water to the Alamitos Barrier to prevent seawater intrusion. This facility provides an essential local, sustainable resource to prevent the degradation of the drinking water supply utilized by millions of residents in the surrounding communities. Operations of the LVL Facility is an important contributor to water independence within the Southern Los Angeles County. As such, the Consultant must be responsive, willing, and innovative to ensure successful operations of the facility. WRD expects to achieve the highest online factor that meets the goal of providing a sustainable water supply to the Alamitos Barrier.

The Facility shall operate 24 hours a day, 7 days a week. The Alamitos Barrier demand is met in part through water supplied by the LVL AWTF. The Consultant will satisfy this demand with the highest percentage of advanced treated water possible, subject to:

- Available source water from the LA County Sanitation District Long Beach Water Reclamation Plant
- Facility operational readiness (i.e., system(s) functionality)
- Effluent discharge restrictions from LA County to the Alamitos Barrier

The Consultant will meet WRD’s requirement of proactive management to optimize Facility operations and maximum production through reduced plant shutdowns, inclusive of:

1. Evaluating and diagnose the operational issue(s)
2. Development of a corrective action work plan
3. Execution of the corrective action to resolve the issue
4. Notify WRD with the resolution or planned resolution

Staffing Plan
The Consultant will provide a staffing plan for operations staff on site daily: Monday to Sunday, ten (10) hour shifts per day. A total staff of six (6) full-time-equivalent (FTE) Consultant employees will be dedicated to ensuring the successful operation of the Facility. The LVL AWTF is a Class 4 treatment facility pursuant to Title 23, California Code of Regulations. Title 23, Article 3 specifies that the facility must employ a Chief Plant Operator (CPO) with a valid Grade 4 (or higher) certification as a water/wastewater treatment operator issued by the California State Water Resources Control Board Operator Certification Program. The Designated Operator-in-Charge (DOC) must possess a valid Grade 3 operator certification. At a Class 4 Facility, at least 50 percent of the operators shall possess a valid or operator-in-training certificate at the Grade 2 level or higher. The Consultant’s Project Manager must dedicate approximately seventy (70%) percent of their time to leading the on-site team, including supervising, training, etc. to ensure the Facility is operating per the contract and meeting all regulatory requirements.
Operational Contacts
For the duration of this contract, the Consultant shall designate an operational contacts. The Consultant’s staff will maintain regular communications with WRD and participate in operational meetings as requested to disseminate information related to Facility operations. Designated Consultant staff shall keep WRD apprised of situational events at the Facility that warrant corrective action and/or Facility shutdown. Further, the Consultant will notify entities associated with the LVL AWTF operations as needed, including, but not limited to the LA County Sanitation District Long Beach Water Reclamation Plant, LA County Department of Public Works and the Long Beach Water Department.

The Consultant scope of services will also consist of a number of additional tasks, which are highlighted at a minimum below:

Operational Tasks
- Provide all required staff to operate and manage the LVL AWTF as required by all State and Federal regulatory permits.
- Minimize any plant operating downtimes whenever possible by coordinating major activities in parallel with one another and/or during any schedule shutdowns.
- Employ a mechanism to anticipate and reduce the amount of unscheduled downtime events by measuring an asset’s failure rate, preventative maintenance frequency, cost and availability.
- Sample collection for compliance sampling (laboratory cost for certified lab services paid by WRD).
- Responsible for the safe and reliable operations of the LVL AWTF and all ancillary equipment while maintaining compliance with all State, Federal and governing compliance agency requirements.
- Management of all plant processes and ancillary equipment to ensure proper function, calibration, aesthetics and optimization, including coordinating with WRD vendors and service providers.
- Work in coordination with the LA County Sanitation District, LA County Department of Public Works (LACPW) and the Long Beach Water Department to provide a reliable and consistent delivery of product water to the Alamitos Sea Water Intrusion Barrier.
- Endeavor to maintain operation of the facility without interruption. When plant operation is interrupted due to the lack of supply water from the Long Beach Water Reclamation Plant, the Consultant will restart plant operations as soon as reasonably possible based on the return of supply influent and the ability to discharge to the Alamitos Barrier (per LACPW).
- Respond effectively to odor complaints, air emissions, noise complaints, etc.
- Designate a senior operator (CPO or DOC) to coordinate and schedule bulk chemical deliveries utilizing the WRD-supplied contracts to ensure adequate chemicals are present at all times for Facility operations.
Compliance Reporting Tasks

- Manage the compliance process, including schedule, sample collection, storage and delivery to the WRD-contracted laboratory for compliance analyses. Sample analyses for process control will be collected and analyzed onsite by the Consultant operators as needed, required and/or requested by WRD. (WRD shall provide laboratory selection for compliance analyses and be responsible for lab costs and fees including transportation)

- Preparation and submittal of all regulatory reports as required by law. The Consultant will furnish all reports upon completion of appropriate QA/QC measures to ensure data validity and correctness. Reports will be submitted to WRD with sufficient time to review, request corrections by the Consultant (as needed) and submit in the time required by each regulatory agency. Reports include, but are not limited to, the WDR Report (LA Regional Water Quality Control Board), SMR Report, Brine Calibration Meter Report and Surcharge Reports (LA County Sanitation District) and the CERS Report (Long Beach CUPA).

- In connection with any actual or alleged event of non-compliance with applicable law, the consultant shall: (1) fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body; (2) attend all meetings and hearings required by any Governmental Body; (3) provide all corrective action plans, reports, submittals and documentation required by any Governmental Body, and shall provide copies of any such plan, report, submittal or other documentation to Contractor and WRD; (4) in conjunction with WRD, communicate in a timely and effective manner with the general public as to the nature of the event, the impact on the public, and the nature and timetable for the planned remediation measures; (5) immediately upon receipt thereof, provide WRD with a true, correct and complete copy of any written notice of violation or non-compliance with applicable law, and true and accurate transcripts of any oral notice of non-compliance with applicable law, issued or given by any Governmental Body; and (6) provide WRD with an immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance to the extent Subcontractor has knowledge of any such event or circumstance, and of any legal proceeding alleging such non-compliance; (7) provide follow-up investigation report to WRD within required timeframe, following the immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance.

Management /Administrative Tasks

- Knowledge of all WRD service and vendor contracts. The Consultant shall call upon WRD service contracts where possible.
- Create a current spare parts inventory and organize spare parts warehouse as needed.
- Manage the spare parts inventory including the re-ordering of operational consumables as needed.
- Provide all personnel related expenses, uniforms, safety equipment & PPE, cell phones, laptop computers.
- Provide laboratory consumables for in-house sample analyses for process control.
• Maintain site safety in compliance with industry standards and applicable laws.
• At the completion of Transitional Operations, a set of draft Standard Operating
  Procedures (SOPs), which have utilized the WRD template, shall be developed,
  conditionally approved by WRD, with final SOPs approval within 180 days of the
  completion of Transition Operations. The Consultant will update SOPs as needed to
  reflect current Facility operations. SOPs will be reviewed and approved by WRD
  annually.
• Update Operations and Optimization Plan (OOP) within 180 days of commencement of
  services. OOP must be approved by the District and the LA Regional Water Quality
  Control Board.
• The onsite staff will setup, implement and utilize WRD’s CMMS Program (City Works)
  to track all preventative maintenance in full support of WRD’s Enterprise Asset
  Management Program.
• Produce monthly Operations Reports per WRD-provided template that includes, but is
  not limited to performance matrices such as Facility water production, brine discharge,
  energy consumption, chemical consumption and system-specific parameters such as
  membrane permeability, membrane cleanings, UV lamp status, etc.
• Produce monthly Asset Management Reports per WRD-provided template that
  documents calibrations and service performed by WRD service vendors.
• Respond in a timely and effective manner to all complaints and communication regarding
  the treatment and distribution of water.
• Ensure that the property on which the LVL AWTF is located is in a clean and orderly
  condition at all times.
• One vehicle for the Consultant staff utilization.
• Maintain site safety in compliance with industry standards and applicable laws.
  Hazardous waste including oil and lubricants shall be stored and disposed of in
  compliance with all regulatory and safety requirements.
• Clean organize and maintain mechanical shop.

Transitional Operations
The Consultant will draft a Transition Plan to detail a mutually agreeable transition schedule.
The plan will be reviewed the plan with WRD and the current operations team to ensure all parties are in agreement, and allowing for a seamless transition of operations. A transition period of 60 days is anticipated. The Transition Plan will detail exactly how operational and regulatory responsibility will be addressed during the period.

During the first 30 days of the transition period, the current operator would lead the operation of the facility and also have regulatory responsibility. On day 31 the operational and regulatory responsibility will transition to the Consultant. During the remaining 30 days the current operator will remain onsite full time and provide support to the Consultant staff. Data transfer will be a detailed part of the plan to ensure all historical records are transferred to a permanent database.
EXHIBIT B
CONSULTANT RATE SCHEDULE

Fixed Fee – To include all tasks as detailed in Exhibit A

<table>
<thead>
<tr>
<th>Fixed Fee - Monthly</th>
<th>Total over 9-months</th>
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<td>$947,475</td>
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</tbody>
</table>
EXHIBIT C
EVIDENCE AND REQUIRED FORMS OF INSURANCE

Checklist for Additional Insured Endorsement

Contractor Name: ____________________________________________________________

Project Name: _______________________________________________________________

Refer to the Additional Insured Endorsements forms [E1-8] 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:
  - Form CG 20 10 11 85 [E1]
  - 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]) Al - most standard forms have automatic Al 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.
February 18, 2020

Tom Knoell, Water Operations Superintendent
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA. 90712

RE: Operational Services

Mr. Knoell,

Thank you for giving PERC Water the opportunity to submit this proposal to operate and manage the Leo J. Vander Lans Advanced Water Treatment Facility (LVL AWTF or Facility). We have drafted the following scope of service based on our recent discussion and site visit.

**PERC Water Corporate Overview**

PERC Water Corporation, established in January 1998 as Pacific Environmental Resources Corp, is an innovative water infrastructure company that develops, designs, builds, operates and manages water infrastructure throughout the United States. We have designed more than 60 water infrastructure projects, 32 of which we have built and placed into operation over the past 20 years.

PERC Water’s Operating Services Division provides operation and management of water infrastructure and water utility systems. PERC Water’s operational philosophy is based on a completely transparent partnership with asset owners. We will partner with WRD to achieve consistent, reliable, efficient and cost conscience operation of the LVL AWTF. We strive to hire our project workforce locally at each of our geographic locations. We fully recognize, support and participate in local community development and always attempt to hire local individuals. Our past experience has taught us people care about their community and are often motivated by working within the community in which they reside.

PERC Water’s Corporate Philosophy is built on the highest standards beginning with equal opportunity employment and a focus on local hiring. As an equal opportunity employer we do not discriminate on the basis of actual or perceived race, religion, color, nationality, ancestry, disability, marital status, sex, gender identity and expression, age etc. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits and general treatment during employment. Additionally, we recognize the competitive advantage of having a diverse team and the benefits it can bring to our company and staff development. While our operators and managers are not represented by a union or bargaining unit, our wages exceed typical prevailing wage rates and offer an attractive fringe benefit package.
We are also very excited to partner with the WRD Board of Directors and staff to establish the “Future Water Workforce Program” (a.k.a. Intern Program for Water Operators). This internship program is our opportunity to benefit the communities we serve while at the same time improve our industry by guiding and developing the operational staff new to the field. We strive to give “first time” water professionals in the surrounding communities the opportunity to gain critical real-life experience and develop their knowledge in the water treatment field. We will be working with LA Trade-Tech to recruit students in their water and wastewater treatment programs and provide them with work experience, which may count towards their contact hours applied toward their water certifications. We hope to enroll additional local and community colleges into this program. We look forward to implementing this program in partnership with WRD and giving first time water professionals in the community the opportunity to gain experience and enhance their educational development while at the same time promoting the opportunities available in the field of water and wastewater.

**Scope of Services**

**Operations Expectations and Goals**

The LVL AWTF is owned by the Water Replenishment District (WRD or District) and is designed to supply highly treated recycled water to the Alamitos Barrier to prevent seawater intrusion. This facility provides an essential local, sustainable resource to prevent the degradation of the drinking water supply utilized by millions of residents in the surrounding communities. PERC Water recognizes and understands the importance and criticality of operating this Facility in contributing to water independence in the Southern Los Angeles County. Responsiveness, willingness and innovativeness are key underlying principles that PERC Water will employ to ensure successful operations of the facility. PERC Water will strive to achieve the highest online factor that meets the goal of providing a sustainable water supply to the Alamitos Barrier.

The Facility shall operate 24 hours a day, 7 days a week. The Alamitos Barrier demand is met in part through water supplied by the LVL AWTF. PERC Water will satisfy this demand with the highest percentage of advanced treated water possible, subject to:

- Available source water from the LA County Sanitation District Long Beach Water Reclamation Plant
- Facility operational readiness (i.e., system(s) functionality)
- Effluent discharge restrictions from LA County to the Alamitos Barrier

PERC Water will meet WRD’s requirement of proactive management to optimize Facility operations and maximum production through reduced plant shutdowns, inclusive of:

1. Evaluating and diagnose the operational issue(s)
2. Development of a corrective action work plan
3. Execution of the corrective action to resolve the issue
4. Notify WRD with the resolution or planned resolution
In the event the operational issue requires a plant shutdown, PERC Water will lead and employ all efforts and resources to resolve the problem, while in continual communications with WRD.

As a facility that operates 24 hours a day, 7 days a week, PERC Water will provide daily (Monday-Sunday) after-hours (5:00pm – 6:00am) monitoring by the designated senior plant operator, such as the Chief Plant Operator (CPO) or Designated Operator-in-Charge (DOC). Monitoring will be conducted remotely using the WRD provided hardware (e.g., laptop or iPad) which will allow for monitoring and control capability – similar to the system currently employed at the Albert Robles Center. PERC Water will respond to all Facility emergencies via remote access and report onsite as appropriate and dictated by the event within one (1) hour of receiving notification.

**Staffing Plan**

The PERC Water staffing plan will provide for operations staff on site daily: Monday to Sunday, ten (10) hour shifts per day. A total staff of six (6) full-time-equivalent (FTE) PERC Water employees will be dedicated to ensuring the successful operation of the Facility. The LVL AWTF is a Class 4 treatment facility pursuant to Title 23, California Code of Regulations. Title 23, Article 3 specifies that the facility must employ a CPO with a valid Grade 4 (or higher) certification as a water/wastewater treatment operator issued by the California State Water Resources Control Board Operator Certification Program. The DOC must possess a valid Grade 3 operator certification. At a Class 4 Facility, at least 50 percent of the operators shall possess a valid or operator-in-training certificate at the Grade 2 level or higher. In addition, PERC Water Project Manager, Eric Gonzales, will be dedicating approximately seventy (70%) percent of his time to leading the on-site team, including supervising, training, etc. to ensure the Facility is operating per the contract and meeting all regulatory requirements. PERC Water will also provide its standard corporate support as with all PERC Water projects under our operation.

**Team Qualifications**

PERC Water staff is experienced and dedicated to the successful operation of the facilities we currently operate. We fully understand and support WRD’s objectives for the LVL AWTF. We have spent sufficient time visiting the facility and communicating with staff and we believe we have an effective plan to accomplish the goal of reliable uninterrupted operation. We have created a staffing plan that will be led by Project Manager Eric Gonzales, who is currently responsible for the management and oversight of the Albert Robles Center (ARC) AWTF and has been responsible for the commissioning and startup of the facility since construction completion. Eric will continue to oversee the ARC Facility with approximately 30% of his time committed to that effort. As stated, the remaining balance of his time will be dedicated to LVL. Additionally, we will build a team to support Eric to accomplish the goals for the LVL Facility.

Our corporate support will also play an important role in the success of the LVL Facility. As you likely know Consolidated Water Company Ltd. (CWCO) has acquired a 51% ownership of PERC
Water Corporation. CWCO specializes in ocean desalination and has extensive experience in membrane system operation. The resources we have access to from within CWCO will add to extensive experience of our onsite team.

We have included an organization chart below demonstrating the onsite team structure we have planned for the operation of the LVL facility and included resumes of our key managers in the appendix of this proposal. We will continue to build our team with qualified operators and provide you with additional resumes as we move forward.

**Operational Contacts**

For the duration of this contract, the following shall be the designated operational contacts:

- WRD Water Operations Superintendent
- PERC Water Project Manager and PERC Water CPO (assigned to the LVL AWTF)

PERC Water staff will maintain regular communications with WRD and participate in operational meetings as requested to disseminate information related to Facility operations. Designated PERC Water staff shall keep WRD apprised of situational events at the Facility that warrant corrective action and/or Facility shutdown. Further, PERC Water will notify entities associated with the LVL AWTF operations as needed,
including, but not limited to the LA County Sanitation District Long Beach Water Reclamation Plant, LA County Department of Public Works and the Long Beach Water Department.

The PERC Water scope of services will also consist of a number of additional tasks, which are highlighted at a minimum below:

**Operational Tasks**

- Provide all required staff to operate and manage the LVL AWTF as required by all State and Federal regulatory permits.
- Minimize any plant operating downtimes whenever possible by coordinating major activities in parallel with one another and/or during any schedule shutdowns.
- Employ PERC Water’s “PROACTIVE PERC SOLUTION” - a mechanism to anticipate and reduce the amount of unscheduled downtime events by measuring an asset’s failure rate, preventative maintenance frequency, cost and availability.
- Sample collection for compliance sampling (laboratory cost for certified lab services paid by WRD).
- Responsible for the safe and reliable operations of the LVL AWTF and all ancillary equipment while maintaining compliance with all State, Federal and governing compliance agency requirements.
- Management of all plant processes and ancillary equipment to ensure proper function, calibration, aesthetics and optimization, including coordinating with WRD vendors and service providers.
- Work in coordination with the LA County Sanitation District, LA County Department of Public Works (LACPW) and the Long Beach Water Department to provide a reliable and consistent delivery of product water to the Alamitos Sea Water Intrusion Barrier.
- Endeavor to maintain operation of the facility without interruption. When plant operation is interrupted due to the lack of supply water from the Long Beach Water Reclamation Plant, PERC Water will restart plant operations as soon as reasonably possible based on the return of supply influent and the ability to discharge to the Alamitos Barrier (per LACPW).
- Respond effectively to odor complaints, air emissions, noise complaints, etc.
- Designate a senior PERC Water operator (CPO or DOC) to coordinate and schedule bulk chemical deliveries utilizing the WRD-supplied contracts to ensure adequate chemicals are present at all times for Facility operations.

**Compliance Reporting Tasks**

- Manage the compliance process, including schedule, sample collection, storage and delivery to the WRD-contracted laboratory for compliance analyses. Sample analyses for process control will be collected and analyzed onsite by PERC Water operators as needed, required and/or requested by WRD. (WRD shall provide laboratory selection for compliance analyses and be responsible for lab costs and fees including transportation)
• Preparation and submittal of all regulatory reports as required by law. PERC Water will furnish all reports upon completion of appropriate QA/QC measures to ensure data validity and correctness. Reports will be submitted to WRD with sufficient time to review, request corrections by PERC Water (as needed) and submit in the time required by each regulatory agency. Reports include, but are not limited to, the WDR Report (LA Regional Water Quality Control Board), SMR Report, Brine Calibration Meter Report and Surcharge Reports (LA County Sanitation District) and the CERS Report (Long Beach CUPA).

• In connection with any actual or alleged event of non-compliance with applicable law, PERC Water shall: (1) fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body; (2) attend all meetings and hearings required by any Governmental Body; (3) provide all corrective action plans, reports, submittals and documentation required by any Governmental Body, and shall provide copies of any such plan, report, submittal or other documentation to Contractor and WRD; (4) in conjunction with WRD, communicate in a timely and effective manner with the general public as to the nature of the event, the impact on the public, and the nature and timetable for the planned remediation measures; (5) immediately upon receipt thereof, provide WRD with a true, correct and complete copy of any written notice of violation or non-compliance with applicable law, and true and accurate transcripts of any oral notice of non-compliance with applicable law, issued or given by any Governmental Body; and (6) provide WRD with an immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance to the extent Subcontractor has knowledge of any such event or circumstance, and of any legal proceeding alleging such non-compliance; (7) provide follow-up investigation report to WRD within required timeframe, following the immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance.

Management/ Administrative Tasks

• Knowledge of all WRD service and vendor contracts. PERC Water shall call upon WRD service contracts where possible.
• Create a current spare parts inventory and organize spare parts warehouse as needed.
• Manage the spare parts inventory including the re-ordering of operational consumables as needed.
• Provide all personnel related expenses, uniforms, safety equipment & PPE, cell phones, laptop computers.
• Provide laboratory consumables for in-house sample analyses for process control.
• Maintain site safety in compliance with industry standards and applicable laws.
• At the completion of Transitional Operations, a set of draft Standard Operating Procedures (SOPs), which have utilized the WRD template, shall be developed, conditionally approved by WRD, with final SOPs approval within 180 days of the completion of Transition Operations. PERC Water will update SOPs as needed to reflect current Facility operations. SOPs will be reviewed and approved by WRD annually.
• Update Operations and Optimization Plan (OOP) within 180 days of commencement of services. OOP must be approved by the District and the LA Regional Water Quality Control Board.
• The onsite staff will setup, implement and utilize WRD’s CMMS Program (City Works) to track all preventative maintenance in full support of WRD’s Enterprise Asset Management Program.
• Produce monthly Operations Reports per WRD-provided template that includes, but is not limited to performance matrices such as Facility water production, brine discharge, energy consumption, chemical consumption and system-specific parameters such as membrane permeability, membrane cleanings, UV lamp status, etc.
• Produce monthly Asset Management Reports per WRD-provided template that documents calibrations and service performed by WRD service vendors.
• Respond in a timely and effective manner to all complaints and communication regarding the treatment and distribution of water.
• Ensure that the property on which the LVL AWTF is located is in a clean and orderly condition at all times.
• One vehicle for PERC Water staff utilization.
• Maintain site safety in compliance with industry standards and applicable laws. Hazardous waste including oil and lubricants shall be stored and disposed of in compliance with all regulatory and safety requirements.
• Clean organize and maintain mechanical shop.

WRD Responsibilities

• Provide unencumbered access to the LVL AWTF.
• Provide current copies of the facility documents and drawings.
• Fund and promptly pay for spare parts inventory.
• Fund and promptly pay for certified laboratory services.
• Fund and promptly pay for process chemical.
• Provide access to all service contracts from outside vendors for instruments and mechanical equipment.
• Fund and promptly pay for all utilities to include but not limited to:
  o Electrical power
  o Natural gas
  o Telephone and internet services
  o Trash Services
**Transitional Operations**

PERC Water will draft a Transition Plan to detail a mutually agreeable transition schedule. We will review the plan with WRD and the current operations team to ensure all parties are in agreement and allowing for a seamless transition of operations. We anticipate a transition period of 60 days. The Transition Plan will detail exactly how operational and regulatory responsibility will be addressed during the period.

We would propose during the first 30 days of the transition period the current operator would lead the operation of the facility and also have regulatory responsibility. On day 31 the operational and regulatory responsibility will transition to PERC Water. During the remaining 30 days the current operator will remain onsite full time and provide support to PERC Water staff. Data transfer will be a detailed part of the plan to ensure all historical records are transferred to a permanent database.

**Compensation**

Fixed Fee – To include all tasks as detailed above.

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In closing I would like to thank you for providing this opportunity for us to work in partnership with the Water Replenishment District of Southern California.

Sincerely,

PEERC Water Corporation

Robert Nespeca, Vice President
Bob Nespeca
Vice President

Mr. Nespeca has 40 years of experience managing water and wastewater facilities. He established and developed the PERC Water Asset Management Division, offering operational solutions and utility management services to water districts and municipalities. His responsibilities include all aspects of the management and oversight of PERC Water’s operating services division, including business development, project management and development, QA/QC, regulatory compliance, startup and commissioning of facilities, procurement, safety and training, staff development and customer relations. Mr. Nespeca will ensure that the operations team have all the resources and support from PERC Water necessary to completely fulfill all the needs of the project.

Professional Experience

Albert Robles Center (ARC) for Water Recycling and Environmental Learning - Water Replenishment District of Southern California, Pico Rivera, CA
(Operate/Maintain/Manage): Mr. Nespeca has been a critical team member in PERC Water’s partnership with JF Shea Construction and Tetra Tech, Inc. in the design, construction, and operation of the Advanced Water Treatment Facility. He leads the project development on PERC Water’s behalf and will continue to oversee the daily operational efforts for the facility. In addition, He leads the pilot plant program, which verifies source water quality, conditions chemical dosages, and projects membrane operation. He will oversee the commissioning and startup of the facility, as well as ensure it is operated and maintained in accordance with all regulatory requirements.

Operations and Maintenance, U.S Coast Guard Training Center, Petaluma, CA: As Asset Management Director, is currently overseeing two full-time operators with responsibility for the overall operation of the wastewater treatment plant, including compliance with effluent limitations established in the waste discharge permit and all regulatory and legal requirements. The facility has a peak wet weather flow of 3.036 MGD and an average dry weather flow of 0.197
MGD, with secondary and tertiary treatment and discharge. The plant consists of headworks including flow monitoring and automated screening and grit removal; a flow equalization basin; secondary treatment facilities consisting of an activated sludge system with biological nutrient removal (BNR); spray irrigation (land application wastewater); solids processing and handling (chemical conditioning); and chlorine disinfection facilities utilizing sodium hypochlorite.

**Operations and Maintenance, Tejon-Castac Water District, Tejon, CA:** As Asset Management Director, is currently overseeing three full time operators staffing the Tejon-Castac Water District’s two Wastewater Plants and one Potable Water Treatment Plant. In addition, PERC Water is managing the District’s Billing and Customer Service Department.

**Mountain Village Water Resource Recovery Facility (WRFF), Tejon-Castac Water District (DBO), Tejon Ranch, CA:** Serving as Asset Management Director for the .22 MGD new standalone WRFF which will receive and treat sewage from the residential and commercial customers within Mountain Village. The plant will be built with a conventional tertiary treatment system incorporating a headworks screen, a two-tank Sequencing Batch Reactor secondary activated sludge process with influent and effluent equalization, Title 22 tertiary filtration with ultraviolet and chlorine disinfection. Final construction completion is scheduled for July 2021.

**Mountain Village Water Treatment Plant (WTP), Tejon-Castac Water District (DBO), Tejon Ranch, CA:** Serving as Asset Management Director for the .31 MGD (1.25 MGD at build-out) new standalone WTP, which will receive surface water from the California Aqueduct and be delivered to Mountain Village. Raw water will be treated onsite prior to distribution and storage. Construction completion is scheduled for May 2021.

**Vista Canyon Water Reclamation Facility, Santa Clarita, CA (DBO):** Asset Manager for the commissioning, startup, and operation of this .415 AeroMod recycled water harvesting facility that treats wastewater generated by both the development and a portion of the existing flows from a City of Santa Clarita sewer line crossing the project site. All solids from the facility are sent to the Santa Clarita Valley Sanitation District’s existing Valencia Water Recycling Facility for processing and disposal. Recycled water from the facility
will be delivered to Santa Clarita Valley Water as the wholesale water agency for the Santa Clarita Valley to offset Santa Paula Water Reclamation Facility (WRF), Santa Paula, CA (DBOF): Directed the commissioning, startup, and operation of this 4.1 MGD MBR WRF. The project was procured by the City of Santa Paula as a design, build, operate, and finance project. He was a critical component of PERC Water’s ability to raise $62 million of private equity capital to fully fund the design, construction, commission, and startup of the facility. Bob also managed all negotiations with vendors and subcontractors, headed the asset management, and oversaw all operations of the facility.

Pacific Grove Water Recycling Facility (WRF), Pacific Grove, CA (DBO): Asset Management Director for this facility which was designed, built, and now operated by PERC Water. The facility is 45 feet by 45 feet and located in the back corner of the Pacific Grove Golf Links. The facility features noise and odor controls with architectural design, reducing visual impacts to the surrounding community. Concrete structures and stainless equipment were selected to withstand the corrosive coastal environment.

Mountain House Community Services District Water Recycling Facility (WRF), Tracy, CA (DBO - Ph I / DBB - Ph II): Directed the commissioning, startup, and ongoing operations of the WRF. He was involved in all stages of design and construction as he trained his team to operate the facility. He also was the leading voice in communications between PERC Water and the client, preparing presentations and materials for the client’s understanding and benefit. He also managed all negotiations with subcontractors and vendors throughout the design and construction phases of the project, and provided management and direction to PERC Water’s onsite operating team, upon completion.

Sundance and Tartesso Water Reclamation Facilities (WRF), Buckeye, AZ (DBO): Headed the commissioning, startup, and ongoing operations of the facility. He was involved in all stages of design and construction as he trained his team to operate the facility. He also was the leading voice in communications between PERC Water and the client, preparing presentations and materials for the client’s understanding and benefit. Mr. Nespeca also managed all negotiations with subcontractors and vendors throughout the design and construction phases of the project, and provided
management and direction to PERC Water’s onsite operating team upon completion.

SPA 2 Water Recycling Facility (WRF), Surprise, AZ (DBO): Served as Asset Management Director for the 1.2 MGD (expandable to 2.4 MGD) SBR facility which consists of a state-of-the-art hybrid SBR treatment process with tertiary filtration and UV disinfection. The facility is a Title 18 WRF that will produce Class A+ effluent for unrestricted reuse in Arizona. Responsible for staff development, customer relations, operations trainings, startup services, supervision of regulatory testing and compliance, maintenance and management of all assets, and facilitation of negotiations with subcontractors and vendors for the facility.

Palm Valley Phase I Water Recycling Facility (WRF), Goodyear, AZ (DBO): Responsible for staff development, customer relations, operations trainings, startup services, supervision of regulatory testing and compliance, maintenance and management of all assets, and facilitation of negotiations with subcontractors and vendors for the facility. The Palm Valley facility meets the highest water quality standards and can support approximately 16,500 homes. The project delivery allowed SunCor and LPSCo Utilities to implement Class A+ treatment in less than 18 months from start to finish. PERC Water’s Asset Management Division operated and maintained the facility for the first two years after start-up. SunCor then sold LPSCo Utilities to Liberty Utilities in 2002, and PERC Water trained and transitioned the operations of the Palm Valley WRF to Liberty’s operations staff.

Red Rock Water Recycling Facility (WRF), Marana, AZ (DBO): Responsible for staff development, customer relations, operations trainings, startup services, supervision of regulatory testing and compliance, maintenance and management of all assets, and facilitation of negotiations with subcontractors and vendors for the facility. PERC Water was contracted to design, build, and operate the 0.3 MGD facility with an ultimate capacity of 1.5 MGD.

Adelanto Wastewater Treatment Plant (WWTP) Improvement Plan, Adelanto, CA (Maintenance and Operations): In construction phases of the project, Mr. Nespeca managed and directed all negotiations with and efforts of subcontractors and vendors in the update of the WWTP. He managed the commissioning and startup of the
facility and continues to manage the assets and operations of the plant, compliance and reporting, and maintenance of all plant equipment. Other responsibilities include coordinating all upgrades and equipment purchases, installations, testing, and maintenance; and performing cost analysis.

Barona Resort and Casino Water Recycling Facility (WRF) Lakeside, CA (DBO): As Asset Management Director, provided Design/Build/Operate services for the Barona Band of Mission Indians. Phase I of the project was complete with a 0.75 MGD capacity Water Recycling Facility (WRF), designed to treat very high strength commercial wastewater from the casino resort and hotel. The PERC ASP® SBR handles flows for the casino, offices, 18-hole championship golf course, and a destination hotel and resort.

Hope Gardens Wastewater Treatment Plant, Union Rescue Mission, Los Angeles, CA: Responsible for the startup, commissioning, and operations of this plant. His responsibilities for this project also included developing and training the operations team, ensuring regulatory compliance and reporting, and managing relations with customers.

Asset Management Solution Turn Around Plan (TAP), Ione, CA: Since 2009, Mr. Nespeca has been providing operation, maintenance and management oversight to the City of Ione’s Castel Oaks Water Reclamation Plant (COWRP), as well as the City’s Wastewater Treatment Plant (WWTP) and Collection System. The City’s principle objective in contracting their wastewater operations, was to ensure cost effective wastewater operations services and compliance with the City’s permits. PERC Water developed an Asset Management Strategy for the City which improved the efficiency and reliability of the existing operations, decreased overall operational costs, and met its water quality regulations.

CordeValle Golf Club Water Reclamation Facility (WRF), San Martin, CA (DBO): Asset Management Director for this .03 MGD water reclamation facility that treats wastewater from 42 custom homes, 45 over-night casitas and a 2,500 SF clubhouse and pro-shop to meet California’s stringent Title 22 reuse requirements.

Grizzly Ranch Golf Club Water Recycling Facility (WRF), Portola, CA: Director of Asset Management for
this project that involved design/build/operate services for a water recycling facility servicing the City of Portola, California and the Grizzly Ranch master-planned community. Phase I was completed with 40,000 gallons per day (GPD) capacity. The Grizzly Ranch WRF was specifically designed to match the architecture of the surrounding development and minimize the disturbance to the surrounding ecosystem.
Mr. Gonzales is a dedicated operations supervisor, and brings to the job experience in operating, supervising, and managing treatment systems and expertise in diagnosing equipment problems, troubleshooting basic equipment, and taking corrective action within policy and procedures. As a disciplined professional with safety and plant performance as his top priorities, Eric became a licensed Grade II Wastewater Plant Operator within one year of employment, and later became a certified Grade V Wastewater Treatment Plant Operator within just five years of employment. Treatment systems under his care have consistently met quality and processing targets. Furthermore, Eric is a strong leader and is known for his effective, timely, and respectful communication with employees, supervisors, contractors, and customers. He has spoken at a number of conferences and been featured in the Treatment Plant Operator Magazine. Eric’s diligent work has been recognized by many, including the Southwest Membrane Operator Association who awarded him their 2016 Operator of the Year Award.

Professional Experience

Albert Robles Center (ARC) for Water Recycling and Environmental Learning, Pico Rivera, CA: Eric leads PERC Water’s operations role in this advanced water treatment project. Eric provides a Facility operator throughout the 24-month construction and commissioning period, has developed the Plant Operating Protocol and Monthly Operating Reports, and has assisted with the Facility design and operability review. Eric has also assisted with the review of system functionality and test plans; the development and review of the Plant’s Operation and Maintenance Manual and CMMS Plan; and the development of the Process Monitoring and Regulatory Reporting Plan in compliance with Title 22 Permit requirements. Eric also hires and trains all plant operations and maintenance staff. In addition to these responsibilities, Eric also has an active role in preparing, in coordination with the project Contractor, the following documents: Staff Development Plan; Operations and maintenance Plan; Health and Safety Plan (with respect to operations and maintenance); Emergency Response Plan;
and Operations and Maintenance Staff job descriptions. He coordinates all operations activity and reporting, and works closely with project partners to ensure the safe and successful operation of the Facility.

**Suez (United Water), El Segundo, CA:** In his positions at Suez, Eric proved to be an invaluable asset to the Operations and Maintenance Team. Eric began his work as an operator in training (OIT) and quickly became a Grade II operator. Soon after, he advanced to Grade III which led to his position as lead operator. After excelling in this position, Eric became a Grade V operations supervisor for three of SUEZ’s water recycling facilities. In each of these positions, Eric monitored and operated all equipment, aided in regulatory reporting, provided trainings and ensured proper safety mechanisms and practices were in place. He successfully managed the Microfiltration (MF), Ultrafiltration (UF), Reverse Osmosis (RO), Ultra-violet Advanced Oxidation Process (UVAOP), Media Filtration, Biofor, Breakpoint Chlorination, and Ozone treatment processes in these Facilities. In addition to his own operations and maintenance efforts, Eric was responsible for all employee trainings of process equipment, chemical dosing, and compliance with contractual limits and environmental regulations. Furthermore, Eric was intimated familiar with and dedicated to the compliance requirements outlined in Facility permits. With his knowledge and understanding of the treatment processes and Facility equipment, Eric ensured Facility compliance with the State Water Resource Control Board, LA County Sanitation District, Certified Unified Program Agency, and fire inspectors on behalf of SUEZ and West Basin.

**West Basin Municipal Water District, El Segundo, CA:** In 2009 as an Operator in training, Eric quickly excelled in his work and became the Lead Operator in 2013, and, in 2015, the operations supervisor for three satellite facilities (Chevron Nitrification Treatment Plant (5MGD); Torrance Refinery Water Recycling Plant (8MGD); Juanita Millender-McDonald Carson Regional Water Recycling Plant (5.5MGD) and occasionally the Edward C. Little Facility (40MGD) producing two types of reclaimed designer water. In these positions, Eric managed the microfiltration, ultrafiltration, reverse osmosis, ultra-violet disinfection, media filtration, Biofor, breakpoint chlorination and ozone processes. Eric supervised daily activities at each facility while training staff
to operate facility equipment (pumps, engines, generators, valves, gates, mixers, conveyors, blowers, chemical feed systems, odor control systems, disinfection equipment, belt presses, and measuring devices). Eric coordinated and oversaw compliance and contractual permits for each facility. He also identified and defined key parameters in effluent water and implemented a correlation program to achieve automated breakpoint chlorination, and researched and revised the 2-step CIP process for the MFs.