

AGENDA
ENGINEERING and OPERATIONS COMMITTEE
Thursday, July 1, 2021, at 9:00 am
Boardroom, 1701 North Lombard Street, Oxnard CA 93030

Call to Order – Open Session
Committee Members roll call

1. Public Comment (Proposed Time: 5 minutes)

The public may comment on any matter not on the agenda within the jurisdiction of the Committee. All comments are subject to a five-minute time limit.

2. Approval of Minutes (Proposed Time: 5 minutes)

The Committee will review and consider approving the Minutes from the May 6, 2021 Engineering and Operations Committee meeting.

3. July 14, 2021 Board Meeting Motion Agenda Items

3.1 Iron and Manganese Treatment Project Construction Management and Inspection Services Contract Award to HDR Engineering, Inc. (Engineering Department)
(Proposed Time: 10 minutes)

The committee will consider recommending approval of the motion item to the full Board that considers awarding a construction management and inspection services contract to HDR Engineering, Inc., in the amount of \$701,956 (includes 10% contingency or \$63,814 to be used upon written authorization only) and authorizing the General Manager to execute the contract with HDR Engineering, Inc., for construction and inspection services for the Iron and Manganese Treatment Plant.

3.2 Iron and Manganese Treatment Project Design Services during Construction Contract Award to Kennedy Jenks Consultants, Inc. (Engineering Department)
(Proposed Time: 10 minutes)

The committee will consider recommending approval of the motion item to the full Board that considers awarding a design services during construction contract to Kennedy Jenks Consultants, Inc., in the amount of \$537,488 (includes 10% contingency or \$48,863 to be used upon written authorization only) and authorizing the General Manager to execute the contract with Kennedy Jenks Consultants, Inc., for design services during construction for the Iron and Manganese Treatment Plant.

3.3 Iron and Manganese Treatment Project Construction Contract Award to GSE Construction Company, Inc. (Engineering Department) (Proposed Time: 10 minutes)

The committee will consider recommending approval of the motion item to the full Board that considers awarding a contract to the lowest responsible bidder, GSE Construction Company, Inc., in the amount of \$9,342,900 and authorizing the General Manager to execute the contract with GSE Construction Company, Inc. for the construction of the Iron and Manganese Treatment Plant.



3.4 Resolution 2021-16 Approving the CEQA Notice of Exemption Determination for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project (Engineering Department, Maryam Bral) (Proposed Time: 5 minutes)

The committee will consider recommending approval of Resolution 2021-16, approving the California Environmental Quality Act (CEQA) Notice of Exemption (NOE) determination for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project and authorizing staff to file a NOE for the project with the Ventura County Clerk and Recorder's Office, to the full Board.

3.5 Approving the procurement of a Long Reach Excavator (Operations Department, Brian Collins) (Proposed Time: 5 minutes)

The committee will consider recommending approval of the motion to consider authorizing the General Manager to execute the procurement of a long reach excavator in the amount of \$281,000, to the full board.

4. Project Highlights

4.1 Engineering Department Monthly Update (Engineering Department, Maryam Bral) (Proposed Time: 15 minutes)

4.2 Operations Department Monthly Update (Operations and Maintenance Department, Brian Collins, 10 minutes)

4.3 Environmental Services Department Monthly Update (Environmental Services Department, Linda Purpus, 15 minutes)

5. Future Agenda Topics

ADJOURNMENT

Directors:

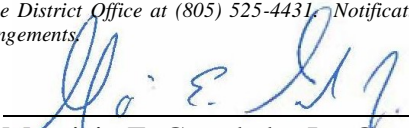
Lynn Maulhardt, Chair
Edwin T. McFadden III
Daniel C. Naumann

Staff:

Mauricio E. Guardado Jr.	Dr. Maryam Bral
Anthony Emmert	Brian Collins
Craig Morgan	Michel Kadah
Robert Richardson	Adrian Quiroz
Linda Purpus	

The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's services, programs or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 525-4431. Notification of at least 48 hours prior to the meeting will enable the District to make appropriate arrangements.

Approved:


Mauricio E. Guardado, Jr., General Manager


Dr. Maryam Bral, Chief Engineer


Brian Collins, Chief Operations Officer



Engineering and Operations Committee Meeting Agenda

Thursday, July 1, 2021

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Posted: (date) June 28, 2021

(time) 8:45 a.m.

(attest) *Destiny Rubio*

At: United Water Conservation District Headquarters, 1701 Lombard Street, Oxnard CA 93030

Posted: (date) June 28, 2021

(time) 9:00 a.m.

(attest) *Destiny Rubio*

At: www.unitedwater.org



Board of Directors
Michael W. Mobley, President
Bruce E. Dandy, Vice President
Sheldon G. Berger, Secretary/Treasurer
Mohammed A. Hasan
Lynn E. Maulhardt
Edwin T. McFadden III
Daniel C. Naumann

General Manager
Mauricio E. Guardado, Jr.

Legal Counsel
David D. Boyer

MINUTES
ENGINEERING AND OPERATIONS
COMMITTEE MEETING
Thursday, May 6, 2021, 9:00 A.M.

Board Room

UWCD, 1701 North Lombard Street, Oxnard CA 93030

In addition to its public Engineering and Operations Committee meeting, UWCD provided virtual access to the meeting via the Webex virtual meeting platform.

COMMITTEE MEMBERS PRESENT:

Director Edwin T. McFadden III (participated via Webex)

Director Lynn E. Maulhardt, chair

COMMITTEE MEMBERS ABSENT:

Director Daniel C. Naumann

STAFF ATTENDING

Dr. Maryam Bral, chief engineer

Brian Collins, chief operations officer

Anthony Emmert, assistant general manager

Evan Lashly, assistant ecologist

Craig Morgan, senior engineer

Robert Richardson, senior engineer (participated via webex)

Adrian Quiroz, associate engineer (participated via webex)

Zachary Hanson, hydrogeologist (participated via webex)

Erik Zvirbulis, GIS analyst (participated via webex)

Josh Perez, human resources manager

Zachary Plummer, IT administrator

Linda Purpus, environmental services manager (participated via webex)

PUBLIC PRESENT

Burt Handy (participated via webex)

Betsy Cooper (participated via webex)

OPEN SESSION: 9:00 a.m.

Chair Maulhardt called the Engineering and Operations Committee Meeting to order at 9:00 a.m.

Committee Members Roll Call

Administrative Assistant Destiny Rubio commenced Roll Call.

Committee members: Chair Maulhardt and Director McFadden were present.

1. Public Comment

Chair Maulhardt asked if there were any public comments for the Committee. None were offered.

2. Approval of Minutes

Motion to approve the Minutes from the March 4, 2021 Engineering and Operations Committee meeting, Director McFadden; Second, Chair Maulhardt. Roll call vote, two ayes (Maulhardt, McFadden); none opposed; one absent (Naumann). Motion carried, 2/0/1.

Chief Engineer Maryam Bral stated that item 3.2 will no longer be on the agenda.

3. May 12, 2021 Board Meeting Motion Agenda Items

3.1 2020 Urban Water Management Plan (UWMP) – Public Hearing

Dr. Bral informed the Committee of a request to hold a public hearing at the May 12, 2021 Board meeting for the purpose of receiving public comment on the 2020 UWMP and Water Shortage Contingency Plan (WSCP) for the Oxnard Hueneme (OH) pipeline system. She asked the committee to consider recommending approval of the motion item to the full Board. The committee members agreed to recommend approval of the motion item to the full Board.

3.2 Approving the draft Agreement for construction and operation of the State Water Project Interconnection Pipeline between the City of San Buenaventura, Casitas Municipal Water District, United Water Conservation District, and Calleguas Municipal Water District

Motion item removed from agenda and was not discussed.

3.3 Approving the CEQA Notice of Categorical Exemption Determination for the Emergency Power Supply for UWCD Drinking Water Treatment and Supply Facilities Project

Dr. Bral addressed the Committee regarding the request to recommend approval of the CEQA Notice of Categorical Exemption Determination for the Emergency Power Supply for UWCD Drinking Water Treatment and Supply Facilities Project. She asked the committee to consider recommending approval of the motion item to the full Board. The committee members agreed to recommend approval of the motion item to the full Board.

4. Project Highlights

4.1 Engineering Department Monthly Update

Dr. Bral provided updates and slides (see attached) on the Engineering department's activities for the month. Chair Maulhardt inquired if there was anything fundamentally wrong with the concrete shown in photos for the Grand Canal Headworks Project slide since grass and buildup of dirt were visible. Senior Engineer Craig Morgan stated that there is nothing fundamentally wrong with the concrete, it is a buildup of silt.

Chair Maulhardt asked if the project includes adding additional piping or is it simply a reconstruction of the canal with no change in the piping. Mr. Morgan stated that the piping will be removed, and staff is adding three reinforced concrete boxes that will increase the capacity from 375 cfs to 500 cfs.

Chair Maulhardt inquired about the total cost of the PTP Meter Replacement Project. Dr. Bral stated that the total cost is \$1,612,388. Chair Maulhardt asked if this operation is sustainable economically because of the cost of the mandates and maintenance which will be passed on to the users. Chair Maulhardt also asked if staff had completed an analysis of the projected life of the meters and if staff had figured out if the costs can be amortized over the life of the meter.

Chief Operations Officer Brian Collins stated the expected life of the meter is 20 years. Chair Maulhardt stated that if you take \$1 million over 20 years, that is \$50,000 a year plus maintenance, which is \$60,000 a year. Chair Maulhardt then asked what would happen to users' pump charges for this cost. Mr. Collins stated that he would defer this question to Joseph Jereb and added that this current year United significantly exceeded project deliveries so there was a surplus of funds that will be applied next year to offset some of the costs. He added the \$1.6 million dollar budget was not specifically for the meters, and was related to the easement acquisition rollout. He also clarified that all costs are not associated with the meter project. Chair Maulhardt suggested staff separate what portion of the budget is for meters and what portion is for other services. Dr. Bral stated that staff will identify what the consultants' fee is versus the cost of each turnout.

Director McFadden asked how many turnouts there are and what does the \$22,000 include. Dr. Bral stated that there is a total of 61 turnouts in the PTP system and the cost of the turnout includes installation and the purchase of the meters. Assistant General Manager Anthony Emmert stated that this project does not add any new charges to the PTP users, the existing charges are reflective of this project.

Dr. Bral stated that pilot testing for the Coastal Brackish Groundwater Extraction Treatment Project will be conducted on the Port Hueneme Harbor Site. Chair Maulhardt inquired if the geology in that area is similar to where the facility is planned to be constructed over in Point Mugu and if so, will it be a valid test.

Dr. Bral stated there are some logistics that staff needs to explore and assess, which includes feed water. She added that the water will ultimately be treated from the Oxnard and Hueneme basins under the Mugu Base. Dr. Bral stated that staff has explored this issue and have looked to see if there are any wells at Port Hueneme or the Hueneme base to represent the water staff will be working with. Staff found there were no options therefore there were discussions with the Navy to see if water could be transferred from Point Mugu to Hueneme, but staff is still analyzing the issues and logistics.

Dr. Bral provided updates on the Rice Avenue Grade Separation Project. Chair Maulhardt asked if the agreement will be CalTrans or if it will be some other agency's responsibility. Dr. Bral stated that staff has not received any agreement or draft agreement and that is why staff will meet with the County to discuss the cost of the replacement. The City of Oxnard or CalTrans have not accepted the fact that this relocation or reinforcement should be a part of the project citing the fact that United does not have superior rights or easements. Staff plans to meet with the County to raise these issues and have been directed to work on the engineering matters related to who is paying and who would be liable for future maintenance.

Chair Maulhardt inquired about the size of the State Water Interconnection Pipeline. Dr. Bral stated that it has not been determined but the baseline for the pipe size is to deliver 13 cfs by gravity from Ventura to Calleguas, she added the project would probably end up with a diameter from 30-36 inches, but this has not been determined and is stated as such in the agreement. Chair Maulhardt expressed concern about the crossing of the pipeline and the impacts on future development now that there will be an easement in the middle of a property and there is a water line under it. Dr. Bral stated that the draft agreement was presented to the Ventura Water Commission in February and they were in support of it. She added the plan is to get the draft agreement approved by the other three agencies including United.

4.2 2021 Freeman Diversion Sediment Management

Assistant Ecologist Evan Lashly provided updates and slides (see attached) on Sediment Management at the Freeman Diversion. Director McFadden asked about the environmental concerns of the riverbed during the month of August until September 15. Mr. Lashly stated it would be the end of the bird nesting season, which ends September 15.

Chair Maulhardt asked what staff is asking in terms of feedback. Mr. Lashly stated that this item is an informational item which provides the opportunity for the Board to provide comments. In future, staff will be coming to the Board for items related to this. Chair Maulhardt challenged staff to create a Plan B, which is a larger ask for a longer period of time. Mr. Lashly stated that this presentation is staff's way of going for the larger ask. He added, he believes that if staff can get the full suite of programs permitted, it will provide the freedom United needs. Chair Maulhardt also asked what the minimum program would be that is worth staff effort? He then specifically asked if a five-year recurring permit would be worth all of the time and effort put forth by staff? Chair Maulhardt recommended that staff do an analysis of various scenarios, challenging staff to think like an irrigator and how they are planning to control the volume of water. Mr. Lashly stated that staff is considering including those options in the project package.

Director McFadden asked how far east of the Freeman Diversion does United have control over the riverbed? Mr. Lashly stated staff has access easements on the entire Lloyd Butler parcels upstream of the Freeman. Mr. Collins stated that the upstream easement is approximately 27 acres.

5. Future Agenda Topics

No future agenda topics were offered.

ADJOURNMENT 10:41 a.m.

Chair Maulhardt adjourned the Engineering and Operations Committee meeting at 10:41 am.

I certify that the above is a true and correct copy of the minutes of the Engineering and Operations Committee Meeting of May 6, 2021.

ATTEST: _____
Lynn Maulhardt, Chair

Motion Item 3.3

Emergency Power Supply for Drinking Water Treatment Plant Project

Community Power Resiliency Allocation to Special Districts Program

- ❖ Received Notice of Award in March 2021
- ❖ Total Grant Amount: \$198,612

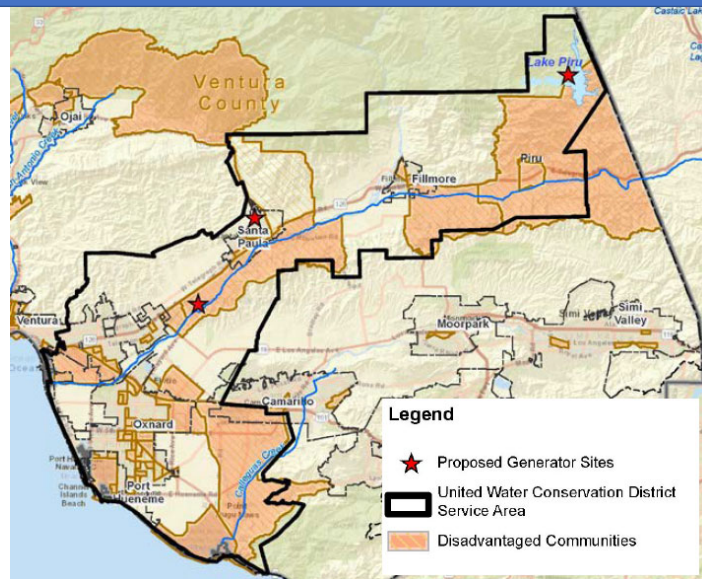
Emergency Generator Installation – 3 Critical Facilities

- ❖ Lake Piru Water Treatment Plant (125 kW)
- ❖ Flocculation Building (60 kW)
- ❖ Santa Paula Tower (17kW)

All generators will be installed by OPS and can be mobile

Motion Item 3.3

- ❖ Resolution 2021-09 – Adopt CEQA NOE for project
- ❖ Project Categorically exempt from CEQA per section(s): 15301, existing facilities



ENGINEERING AND OPERATIONS COMMITTEE MEETING

MAY 6, 2021

1

Projects under Construction



2

4.1 Engineering Department Presentation



Grand Canal Construction

- DOD mobilized to the site on April 28
- Will be complete by the end of the FY

3

OH System Backup Generator



- Engineering submitted two requests to CalOES: Time extension & Budget Increase. The 2nd Quarterly Report and the 2nd Reimbursement Request were submitted in April.
- Staff executed an agreement with Phoenix Civil Engineering for Construction Management Services
- Operations completed removal of the old generator
- Engineering is involved with the Project Management
- Notice to Proceed was issued to Oilfield Electric & Motor on April 2, 2021
- Construction is currently underway

4

4.1 Engineering Department Presentation

OH Water Well No. 19

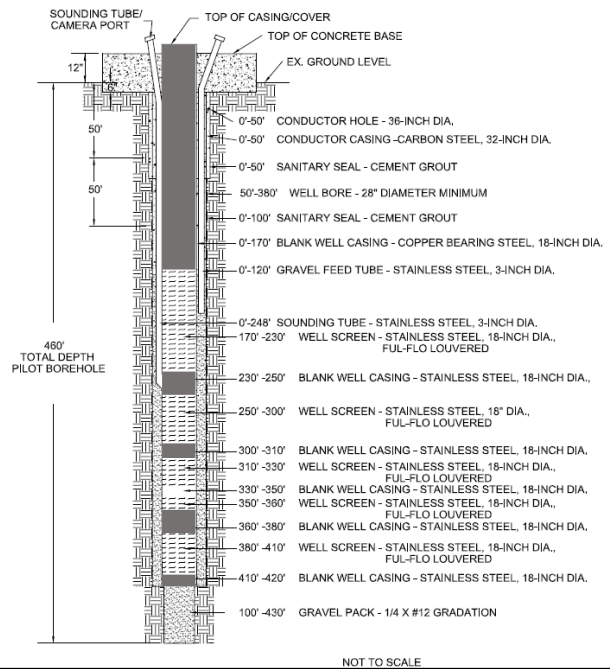
Progress

- Best Drilling completed the installation of the well in April.

Next Steps

- Complete Hydraulic Development
- Destruction of Well No. 6
- Pipe Installation
- Electrical Connections
- New Pump and Motor Installation

WELL NO. 19 CONSTRUCTION



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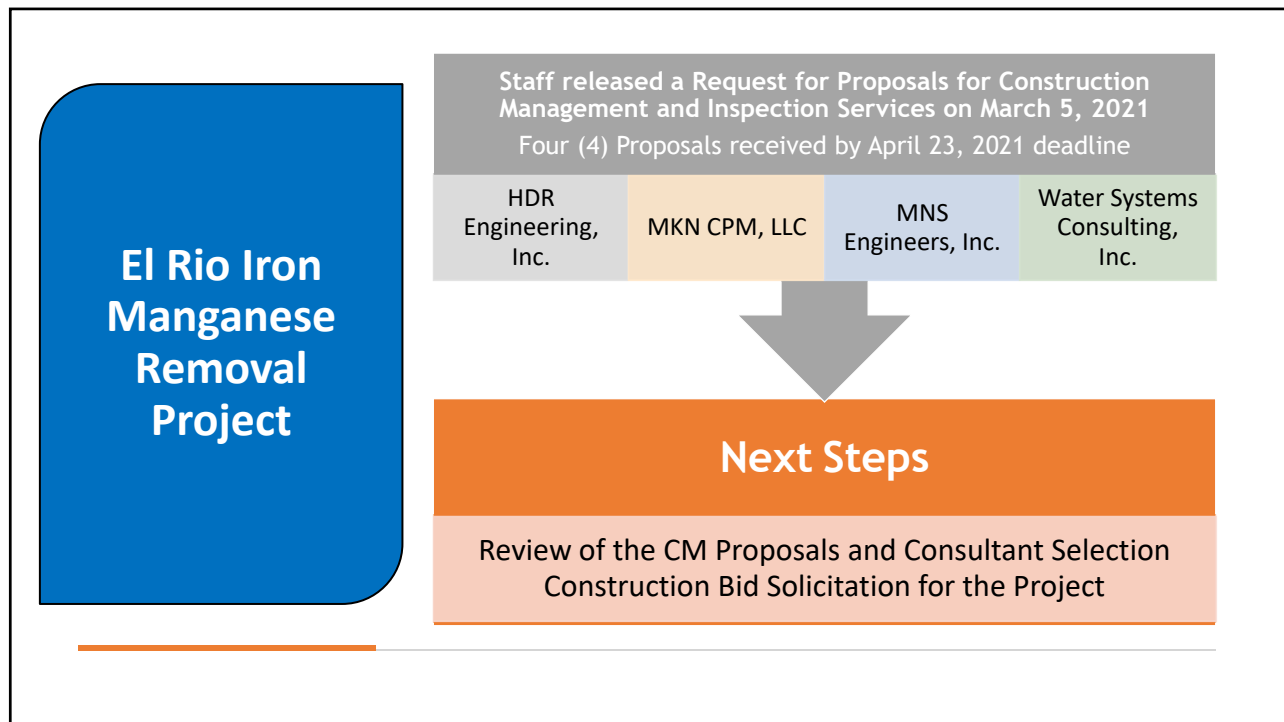
OH Water Well No. 19

Next steps

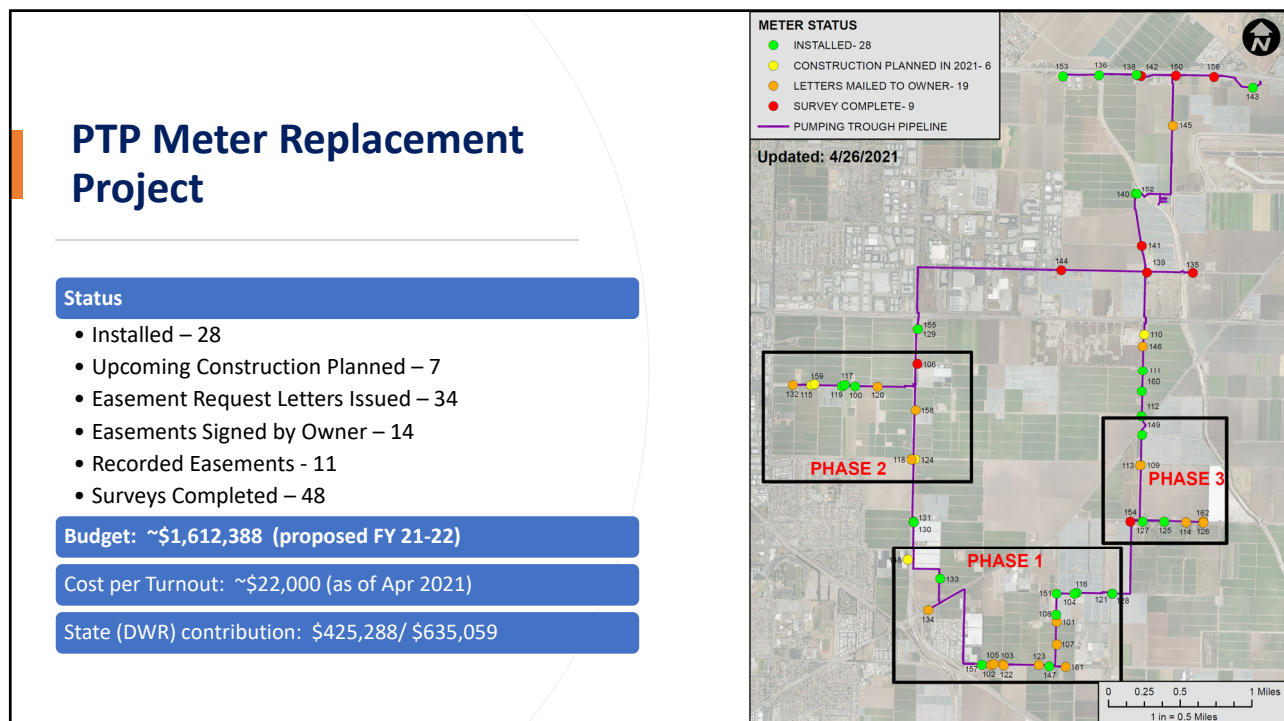
- Complete hydraulic development
- Well no. 6 destruction
- Pipe installation
- Electrical
- Pump and motor installation

6

4.1 Engineering Department Presentation




7




8

4.1 Engineering Department Presentation


Coastal Brackish Groundwater Extraction Treatment Project




RP/Q for CEQA Documentation and Processing released on April 23, 2021



An agreement with Trussell Technologies was executed for extended desktop modeling analysis and pilot testing plan



Groundwater Modeling in Progress



Leadership meeting scheduled for May 26, 2021

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Rice Avenue Grade Separation Project Impact On PTP System

LEGEND

- RETAINING WALL
- CONCRETE BARRIER
- TOP OF SLOPE
- BRIDGE FOUNDATION
- ABANDONED OIL WELLS

PROPOSED UTILITY LEGEND

- WATER MAIN
- SEWER MAIN
- UNDERGROUND ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- OVERHEAD TELEPHONE LINE

PROPOSED LOCAL ACCESS

- PROPOSED LOCAL ACCESS ROAD
- PROPOSED LANDSCAPE

NOTES

- METAL FACILITIES NOT SHOWN

PTP Well # 4

1 Oxnard's 36-in Water Line Reinforcement

2 New 8-in C-900 DR-25 Irrigation Line to be connected to Meter 129

3 802 LF New 30-in CML&C Steel Pipe

4 PTP Well # 4

ALTERNATIVE 3B LOCAL ACCESS & LANDSCAPE

THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. IT IS MEANT AS A GUIDE TO EACH UTILITY OWNER BY SHOWING THE LOCATION OF THE PROPOSED ROADWAY, BRIDGE AND SLOPES. AS SUCH, THE SHOWN ALIGNMENT FOR RELOCATED FACILITIES IS FOR REFERENCE ONLY. PLANS FOR THE RELOCATED FACILITIES ARE THE RESPONSIBILITY OF EACH UTILITY OWNER.

DATE: 27-AUG-2019


10

5


4.1 Engineering Department Presentation

Rice Avenue Grade Separation Project Activities


DESIGN REVIEW

- 


May 26, 2020

Staff provided review comments on utility relocation plans
- 


Aug 02, 2020

United received a revised plan set for review and additional comments
- 


September 23, 2020

City's Consultant requested United's comments on the 65% relocation plans
- 

October 10, 2020

United requested utility access and other features to be added to the design
- 

March 15, 2021

City Consultant provided United the 95% design plans and specifications
- 


May 2021

United will provide comments on the 95% plans and specs


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Rice Avenue Grade Separation Project Activities


SITE ACCESS

- 

June 4, 2020

United granted the City access to PTP Well 4 for conducting additional survey
- 

July 15, 2020

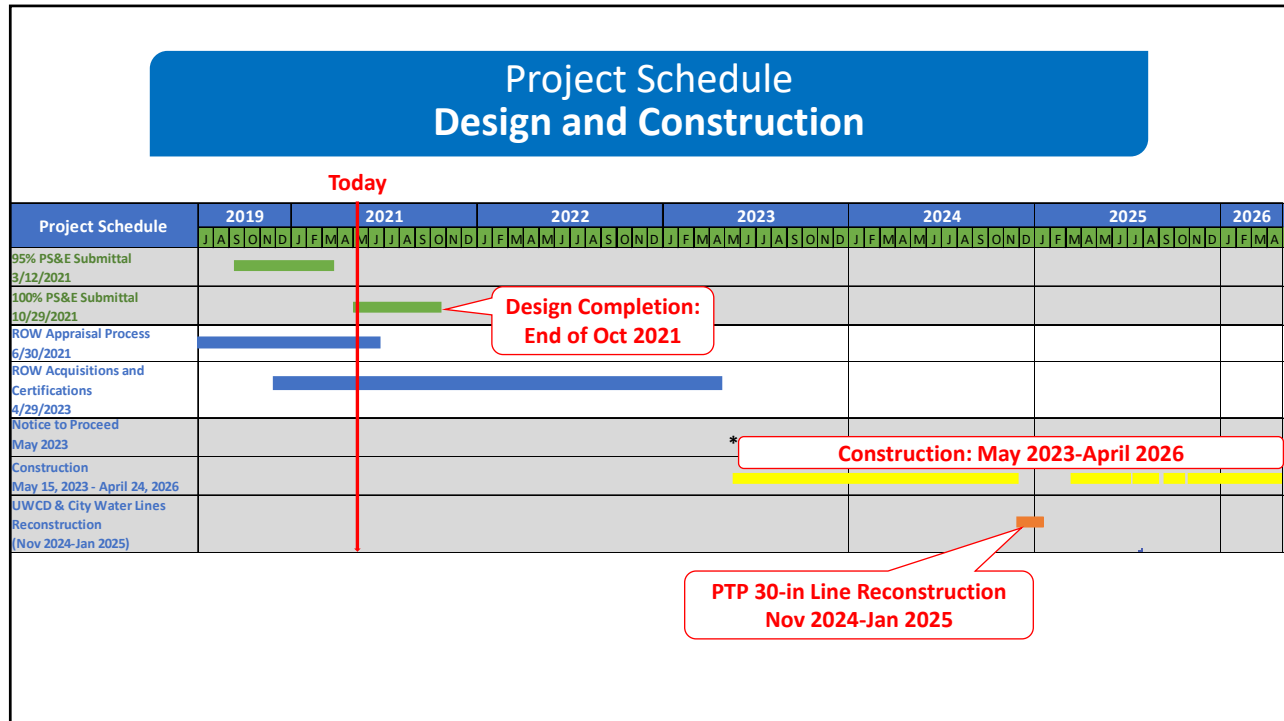
United received a letter from Riggs and Riggs (Appraiser) on behalf of CalTrans requesting site access for appraisal of PTP Well No. 4
- 

July 30, 2020

Appraiser conducted a site inspection

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4.1 Engineering Department Presentation



A teal-colored background with a wavy, textured pattern resembling water or sand dunes.

Sediment Management at the Freeman Diversion

Engineering and Operations Committee Meeting
May 6, 2021

1

A teal-colored background with a wavy, textured pattern resembling water or sand dunes.

Presentation Overview

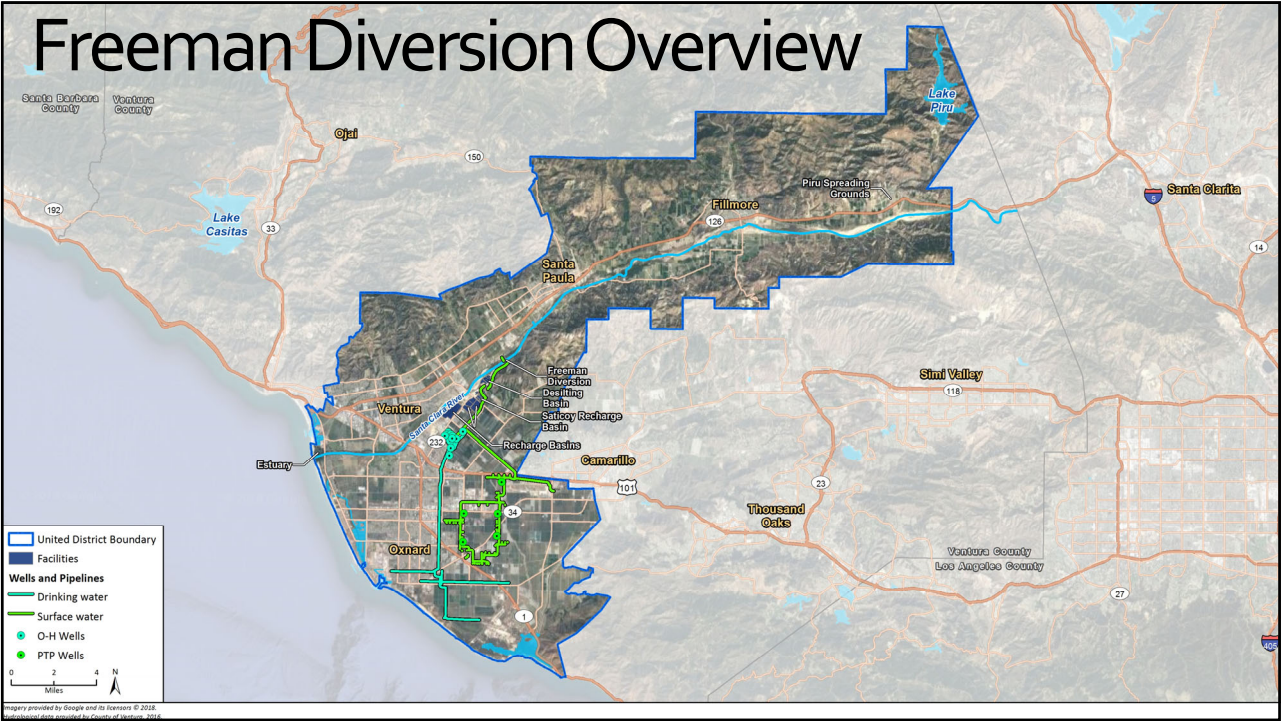
- Project background and need
- Existing Permits/Agreements
- Conceptual project overview
- Anticipated permit paths

2

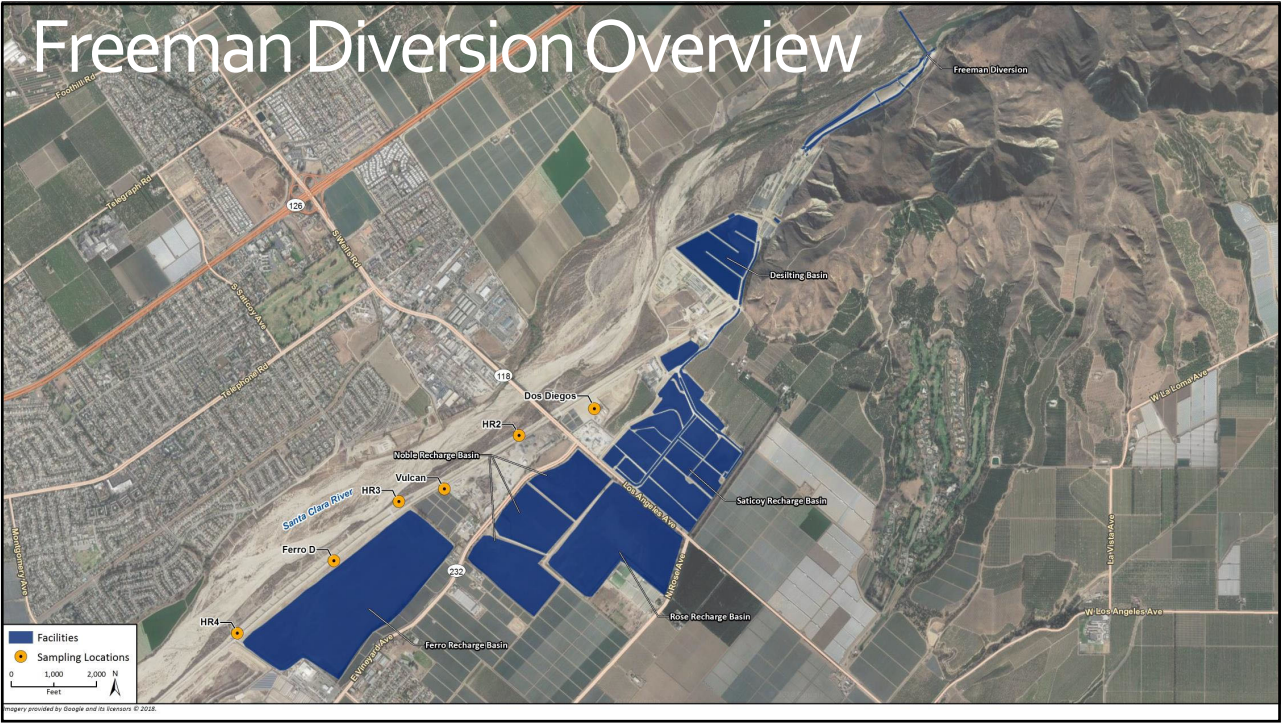
Background and Need

- Freeman Diversion overview
- Sediment dynamics
- 2019 Pilot channel project provided short-term benefit but did not realize long-term goal

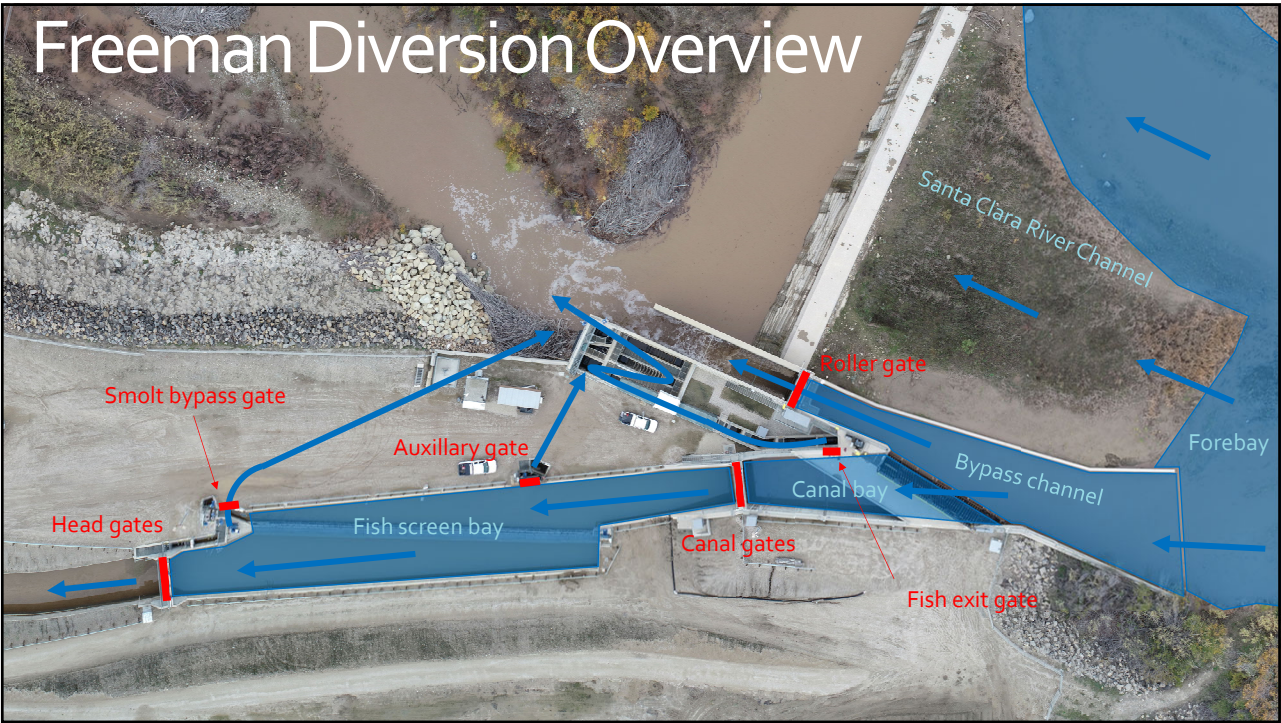
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2019 Pilot Channel

12/26/2019 ~1,000 cfs

4/6/2020 ~3,200 cfs

~39% conveyance capacity recovered for winter of 2019-20

only achieved ~50% of design capacity (3,000 cfs)

8



Short-term needs

- Address encroaching south bank
 - Recover bypass channel conveyance
- Address developing island
 - Homogenize flow pattern for measurement accuracy

Long-term goals

- Develop program for sediment management to address changing conditions through time

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Fish and Game Code §1600

<h3>Routine Maintenance</h3> <p>1600-2013-0223-R5</p> <ul style="list-style-type: none">• originally issued 8/19/2014• extended 9/27/2019 (expires 9/27/2023)• amended 9/15/2015<ul style="list-style-type: none">• one-time approval to conduct geotechnical investigation and bypass channel repair• amended 12/13/2019<ul style="list-style-type: none">• one-time approval to excavate pilot channel	<h3>Targeted Sediment Removal (dredge)</h3> <p>1600-2020-0143-R5</p> <ul style="list-style-type: none">• originally issued 8/7/2020<ul style="list-style-type: none">• one-time approval to conduct approximately 25 dredging events• request to extend denied• amended 10/15/2020<ul style="list-style-type: none">• addition of algae management techniques
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Clean Water Act §401 & 404

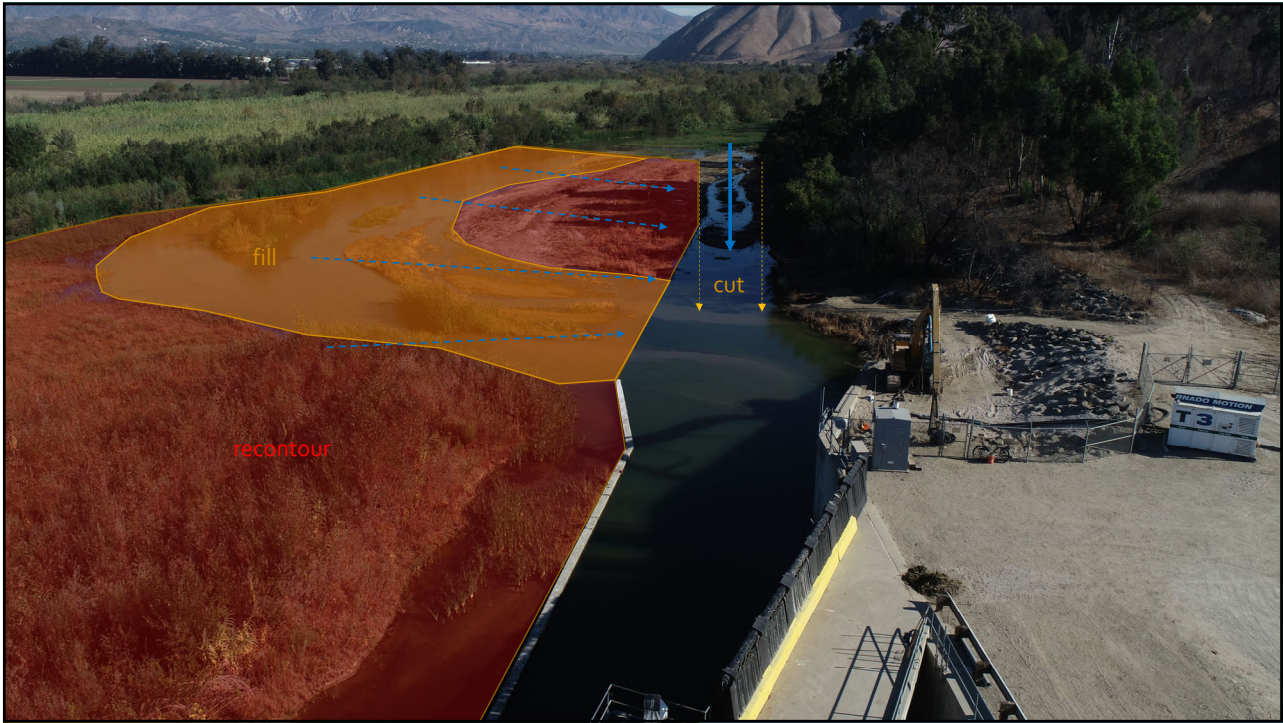
Routine Maintenance
USACE Individual Permit ~ SPL-2013-00171-EBR

- issued 12/18/2019 (expires 12/18/2024)
 - includes similar dewatering/flow rerouting/earthwork with differences in scope
 - NMFS letter of concurrence – considering complete avoidance of *O. mykiss*
 - USFWS letter of concurrence – considering seasonal (nesting) avoidance
- 401 requirement waived on 10/23/2019 due to lack of response from LARWQCB

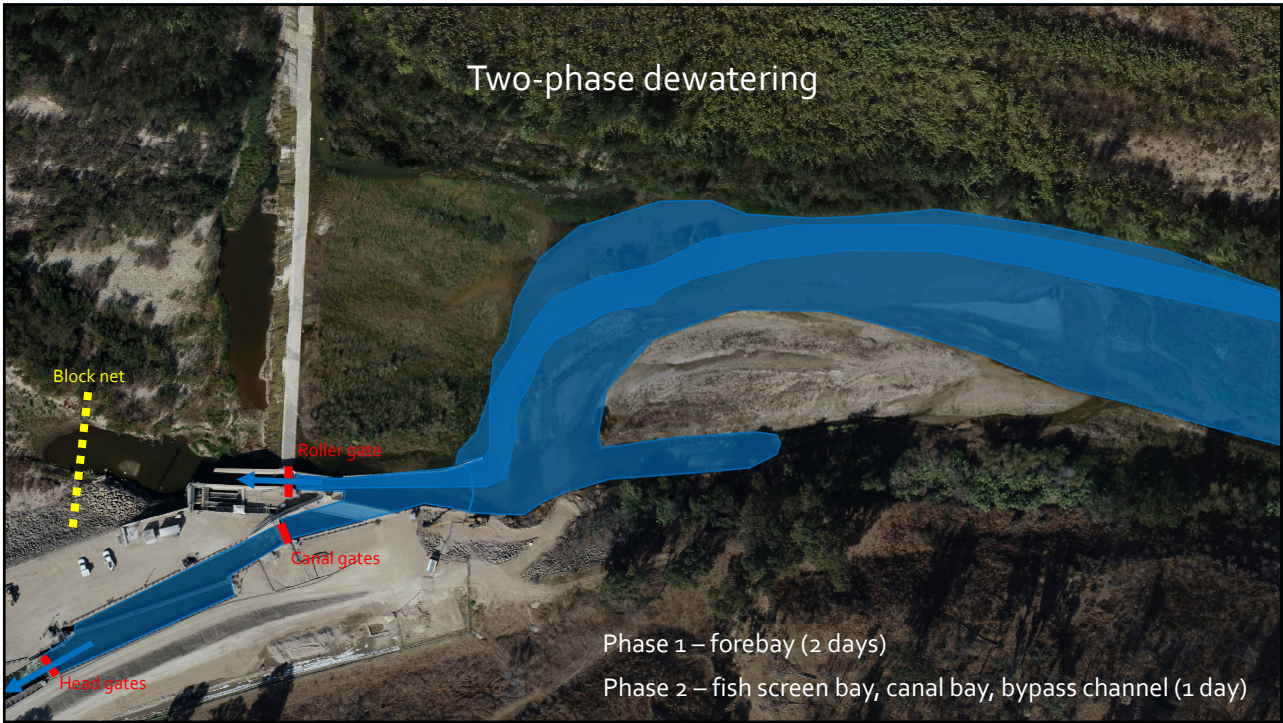
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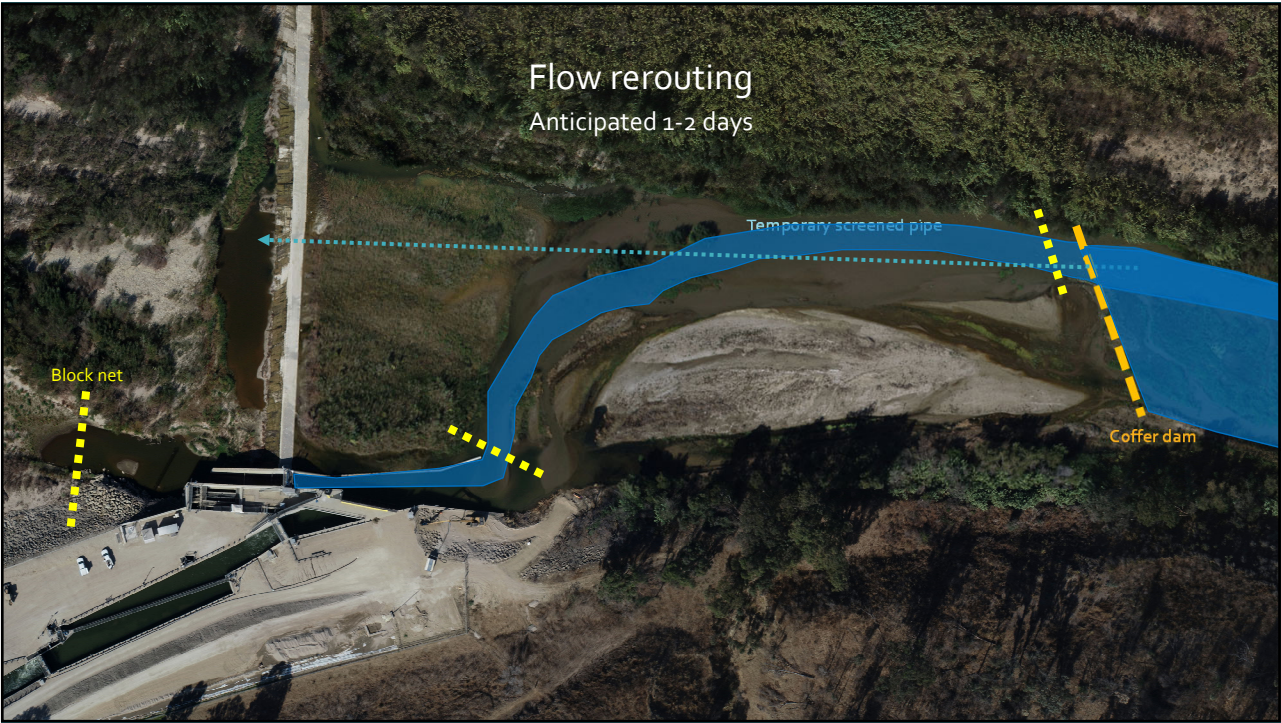
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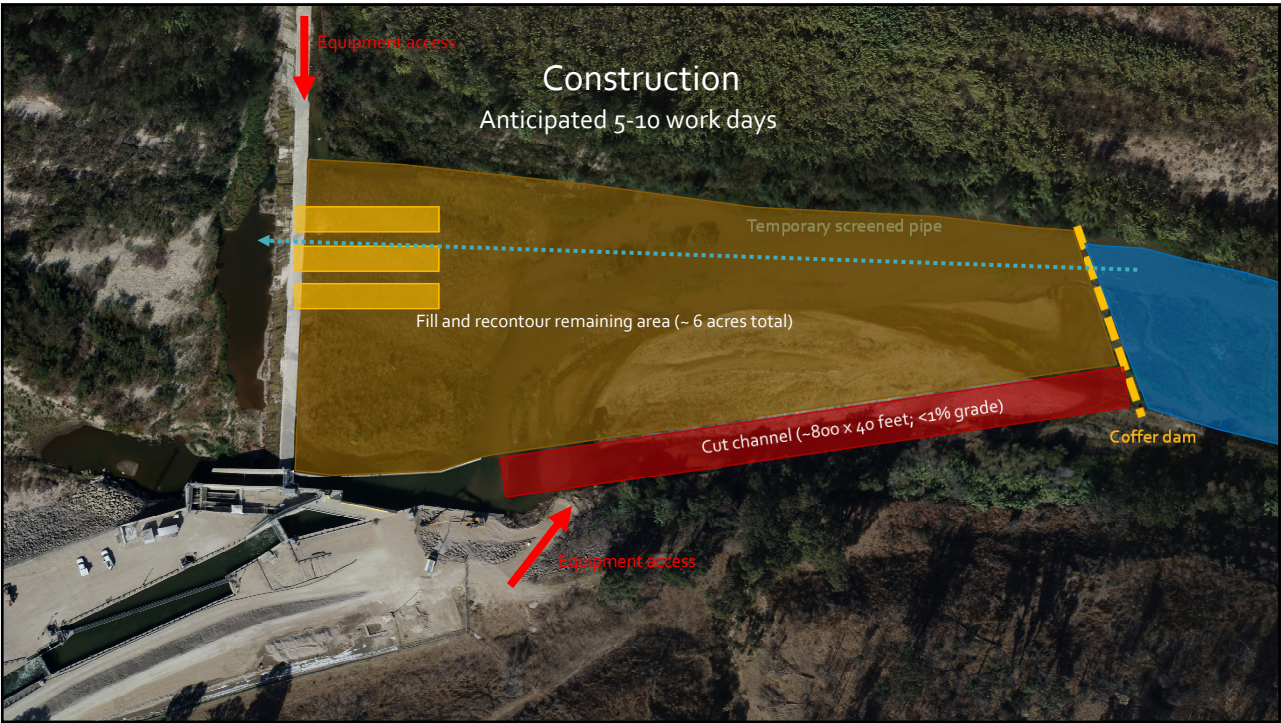
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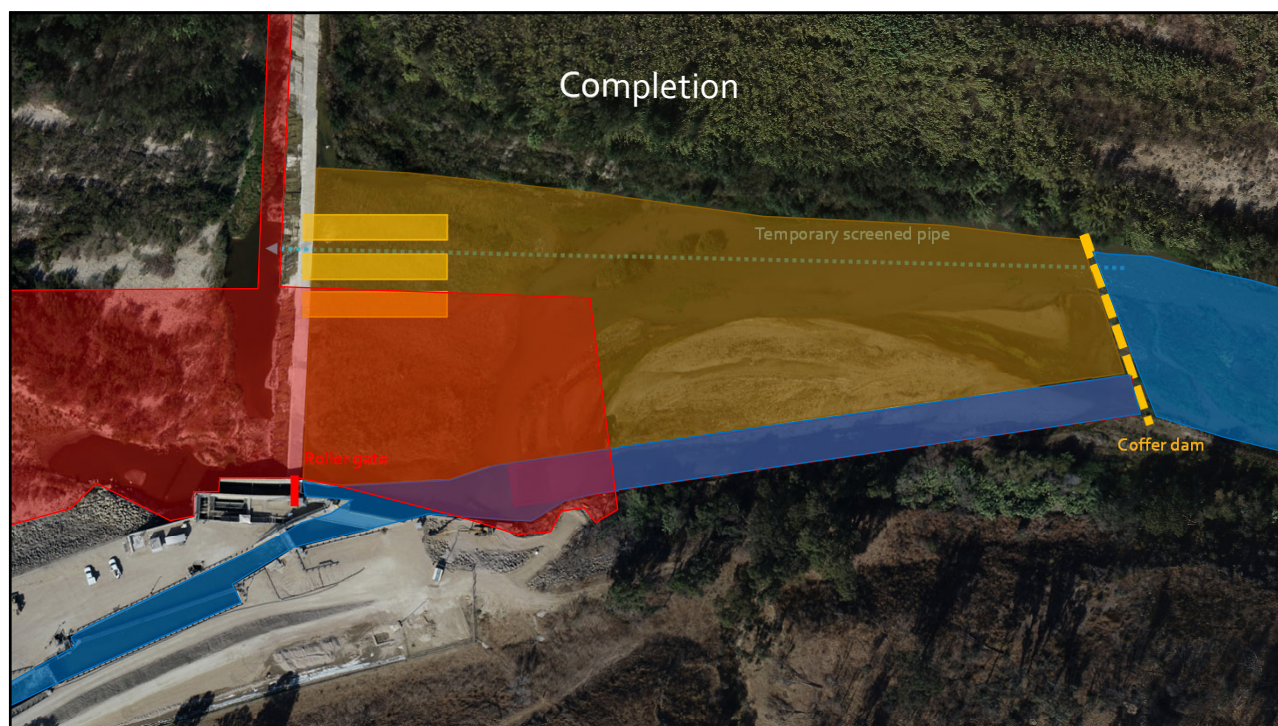
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Construction Summary

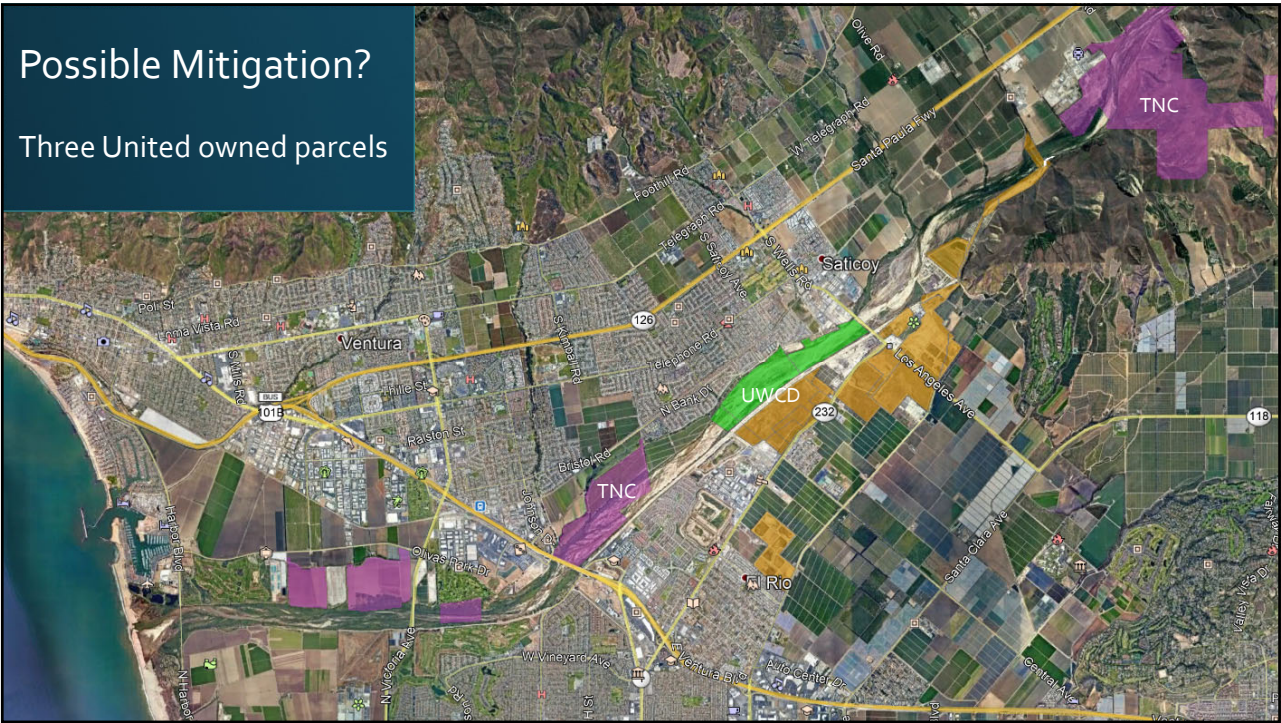
- Two-phase dewatering
- Installation of a coffer dam (earthen? 200 feet bank to bank?)
- Installation of a temporary water diversion via screened pipe (size?)
- Excavation of a new channel 800 feet long, 40 feet wide at its base, <1% slope – estimated 8,000 cubic yards
 - Steeply sloped south bank, gradually sloped north bank
- Recontouring the remaining work area – 6 acres total
- Rewatering the work area and diverting all water through the work area (precluding turbid flow downstream)
- Expected 10 total working days (??2019 pilot channel was 5 days)

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Avoidance/Minimization/Mitigation Summary

- Two-phase dewatering
 - Aquatic wildlife rescue and relocation in all locations during all phases
- Seasonal avoidance (nesting season and steelhead migration season)
 - Target “preferred maintenance window” of Sept 15 – November
 - Avoid Jan 1 – Sept 15
- Preclude turbid water from flowing downstream upon project completion
- Package activities for initial event as repeatable program components
- Mitigate as a permanent effect

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Hypothesized Permitting Paths

- CEQA IS-MND
- CDFW – New 1600 agreement (CESA?)
- RWQCB – New 401 application
- USACE – Amended IP?
 - Reinitiate consultation with NMFS regarding steelhead
 - USFWS LoC possibly still valid considering seasonal avoidance?

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Questions?



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Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer
Robert Richardson, Senior Engineer
Adrian Quiroz, Associate Engineer

Date: June 24, 2021 (July 1, 2021 Committee Meeting)

Agenda Item: **3.1 Construction Management and Inspection Services Contract Award to HDR Engineering, Inc. for the Iron and Manganese Treatment Removal (Phase 1) Project**
Motion

Staff Recommendation:

The committee will consider recommending awarding a contract to HDR Engineering, Inc. in the amount of \$701,956 (includes 10% contingency or \$63,814 to be used upon the District's written authorization only) and authorizing the General Manager to execute the contract with HDR Engineering, Inc. for construction management and inspection services of the Iron and Manganese Treatment Removal (Phase 1) Project to the full Board.

Introduction:

The District is proposing to construct an iron and manganese treatment facility (Project) for three (3) existing Lower Aquifer System (LAS) wells as part of the El Rio Water Treatment and Groundwater Recharge Facility (El Rio). Phase 1 will include treatment up to 3,500 gallons per minute (15.47 AFD) and provisions have been included to allow for a future expansion up to 8,500 gallons per minute (37.56 AFD or the entire LAS wellfield capacity). The Project is considered a drought resiliency project and will help secure drinking water supplies during periods when water supply and quality becomes impaired in the Upper Aquifer System (UAS). The Project will primarily be operated during periods of drought when use of UAS wells is limited by nitrate concentrations or low groundwater levels.

Background:

As a result of recent drought conditions that started in 2012, nitrate concentrations in the UAS wells have been increasing, corresponding with gradually declining groundwater levels. Production from the LAS wells and subsequent blending with water from the UAS wells has allowed the District to maintain nitrate concentrations in delivered water below the maximum contaminant level (MCL). However, water produced from the LAS wells contain high levels of iron and manganese. Although not a health concern, both contaminants are regulated by the State Water Resources Control Board's Division of Drinking Water (DDW) as secondary drinking water

Agenda Item 3.1 Construction Management and Inspection Services Contract Award to HDR Engineering, Inc. for the Iron and Manganese Treatment Removal (Phase 1) Project
Motion

standards. In addition, high iron and manganese concentrations can cause fouling in reverse osmosis systems which has been observed at the downstream Brackish Water Reclamation Demonstration Facility operated by Port Hueneme Water Agency (PHWA).

In August 2016, District staff completed a feasibility study for construction of an iron and manganese treatment facility at El Rio that included the results from pilot testing performed by Layne Christensen Company which informed filter media selection. In July 2018, the District's Board of Directors awarded a design services contract to Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) for final design and bid phase services related to the proposed Project. In January 2021, Kennedy/Jenks completed the final stamped and signed plans, specifications, and estimate. In June 2018, the Project was selected by the United States Bureau of Reclamation for \$300,000 in grant funding under the WaterSMART Drought Response Program. In September 2020, the Project was selected by the California Department of Water Resources for \$2.5 million in grant funding as one of five projects that received funding submitted by the Watersheds Coalition of Ventura County under the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Program. Altogether, \$2.8 million in grant funding will be applied to the construction of the Project.

Discussion:

In March 2021, District staff issued a Requests for Qualifications/Proposals (RFQ/P) to selected engineering firms for construction management and inspection services (see table below). On April 23, 2021, the District received four (4) proposals. An interview panel consisting of District engineering staff, operations and maintenance staff and the District's design engineer (non-voting) interviewed top three (3) qualified firms on May 18, 2021 and unanimously selected HDR Engineering, Inc. (HDR) as the most qualified and responsive engineering firm to perform construction management and inspection services related to the Project.

Proposer	Submitted Proposal	Interviewed	Selected
HDR Engineering, Inc., Ventura	√	√	√
MNS Engineers, Inc., Westlake Village and GHD, Irvine	√	√	
Water Systems Consulting, San Luis Obispo	√	√	
MKN & Associates, Inc., Ventura	√		
Potential Proposer	Non- Responsive		
Black and Veatch Corporation, Irvine		X	
Carollo Engineers, Inc., Los Angeles		X	
Civiltec Engineering, Inc., Monrovia		X	
Filippin Engineering, Goleta		X	
Jacobs Engineering Group, Inc., Irvine		X	
Parsons, Pasadena		X	
Phoenix Civil Engineering, Inc., Santa Paula		X	
Stantec Consulting, Inc., Santa Barbara		X	

Agenda Item 3.1 Construction Management and Inspection Services Contract Award to HDR Engineering, Inc. for the Iron and Manganese Treatment Removal (Phase 1) Project
Motion

Staff is recommending a contract to HDR in the amount of \$701,956 (includes 10% contingency or \$63,814 to be used upon the District's written authorization only).

HDR's scope of work includes typical construction management services such as coordination between the District's Staff, Design Engineer, Geotechnical Engineer, Surveyor, Contractor, and State regulators, local agencies and Federal or State grant administrators, conduct regular construction progress meetings; enforce the requirements of the construction documents; local, State and Federal regulations, District policies and procedures; environmental documents and mitigation measures and labor compliance; review, respond and monitor contractor's construction schedule and schedule of values; track quantities, review progress payment requests and make recommendations; review, pre-screen and validate all Requests for Information (RFI) and Change Order Requests (CORs); provide document control software and services; coordinate field inspections; provide special inspections; coordinate plant startup and testing; prepare an Operations Manual and Operations Plan; and prepare final punch list. The above listed services will be provided for the entire period of construction and implementation which is anticipated to be complete on October 30, 2022.

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The total construction management and inspection services cost of \$701,956 is included in the Fiscal Year 2021-22 through 2022-23 Capital Improvement Project (CIP) Budget of \$12,570,508 (CIP No. 8007). No additional funding is requested.

Attachments:

Attachment A - Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2021, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **HDR Engineering, Inc.**, a multi-disciplinary architecture, engineering, and construction firm, (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional construction management services in connection with the **Iron and Manganese Treatment Plant at the El Rio Water Treatment and Groundwater Recharge Facility** (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein, UNITED and CONSULTANT mutually agree as follows:

1. EMPLOYMENT

A. UNITED hereby employs CONSULTANT to perform and complete the professional construction management services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. **John Coffman** shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b) maintain direct communication with UNITED's **Associate Engineer, Adrian Quiroz** or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

2. TERM OF AGREEMENT

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **December 31, 2022**.

3. COMPENSATION

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **seven hundred one thousand nine hundred fifty-six dollars (\$701,956), including 10 percent contingency to be used only upon the District's written authorization**, for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual

costs and expenses, and the total amount of compensation requested by CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "B". Reimbursable expenses are paid at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

4. SCHEDULE OF WORK

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's **Associate Engineer, Adrian Quiroz**, or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay

in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

5. ASSIGNMENT OF CONTRACT

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

6. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or

corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

7. INSURANCE

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

8. TERMINATION OF AGREEMENT

A. Termination for Cause

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

9. PROFESSIONAL SERVICES

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of

an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

11. ASSISTANCE BY UNITED

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

12. ADDITIONAL PROVISIONS

A. Examination of Records

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:	John Coffman HDR Engineering, Inc. 200 E. Santa Clara Street, Suite 200 Ventura, CA 93001-2795
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To UNITED:	Adrian Quiroz Associate Engineer
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United Water Conservation District
1701 North Lombard Street, Suite 200
Oxnard, CA 93030

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By _____
Mauricio E. Guardado, Jr., General Manager

HDR ENGINEERING, INC.

By _____
Kip D. Field, Sr. Vice President

EXHIBIT “A” TO AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Scope of Work** and **Schedule of Charges**.



Task 1 Project Coordination

Provide Construction Management (CM) Project Coordination for a 16-month duration construction project. The Construction Manager (CM) will interface with UWCD Project Manager (PM) Adrian Quiroz, PE and District Operators and will manage the day to day communications with the UWCD Project Team per Task 1 of the RFP. 200 total CM hours are budgeted for the 16-month duration project (approximately 2-3 hours per week). Activities will commence upon the Contractor's notice to proceed and complete 16-months later. Meetings with agencies are anticipated to be virtual or face to face at jobsite (if conditions permit). Task includes coordinating the following activities with the budgeted amounts shown below. Meetings described below are budgeted per Task 2:

- Provide coordination with staff from UWCD including; PM, operations, environmental services, and administrative staff. Provide coordination with Design Engineer and Geotechnical Engineer
- Division of Drinking Water: Facilitate two, 2-hour onsite or virtual meetings with the local representative of the Carpinteria office of the Division of Drinking Water. Document meeting minutes and distribute to UWCD within three days of meeting. The second meeting is anticipated to include a walk through with DDW staff prior to startup of the water treatment plant.
- Regional Water Quality Control Board: Facilitate two, 2-hour onsite meetings with local RWQCB representative to review site SWPPP and in place BMP's. Document the meeting and address RWQCB corrective measures with the Contractor. CM will engage Contractor as part of site meetings. SWPPP testing services (if required), NOI submittal, SWPPP preparation and amendments to be provided by others
- Ventura County Fire Department – Facilitate VCFD site visit inspections for relocated hydrant and fire sprinkler system. Provide project documentation to UWCD PM. Two onsite 1- hour meetings are included within the daily workflow, one for hydrant and one for the sprinkler system
- Ventura County Waterworks District – Provide coordination with VCWWD representative for connection to sanitary sewer system, two onsite 1-hour meetings will be provided and will occur in the daily workflow. Coordinate corrections with Contractor.
- Coordinate with the District's grant administrations representative. Anticipated to require 16 hours of support effort included within the daily onsite workflow. It is assumed the Districts representative will fill out and submit required documentation and the CM's role is to provide progress report updates

Task 2 Meetings

CM to host and attend onsite (or virtual) meetings depending on conditions related to Covid-19. The following 74 meetings are anticipated and budgeted for during the 16-month project duration project:

- One, 1- hour pre-construction meeting (refer to task 2.1 in fee estimate)
- Weekly one-hour Contractor progress meetings (69 meetings)
- One, 2-hour Startup and Commissioning kick off meeting
- Two, 2-hour meetings with the RWQCB
- Two, 2-hour meetings with the Division of Drinking Water
- Two, 1 -hour meetings with VCFD
- Two, 1 -hour meetings with VCWWD
- Facilitate and coordinate up to two 1-hour site visits from State or Federal Representatives during the 16-month project.

CM will provide meeting minutes to UWCD PM within two days of said meetings and PM to provide comments to CM within one day. The level of effort for each meeting is anticipated to be two hours per meeting and the total level of effort for all meetings is 246 hours.

Task 3 Preconstruction Activities

CM to review the following items prior to Contractor mobilization to the jobsite:

- Conformed construction documents (front end documents, plans and specifications)
- Contractor's proposed baseline schedule, sequence of construction and schedule of work
- Local, State and Federal Regulations pertaining to the project
- District policies and procedures
- Environmental Documents and mitigation measures
- Document Control Training

20 hours have been budgeted to review the above items. We assume the above documentation will be made available to HDR prior to the Contractor's notice to proceed.

Task 4 Construction Management

Task 4.1 Change Order Review

CM will utilize conformed construction documents to screen Contractor change order requests (COR). The CM will review the validity of each change order request and coordinate with Design Engineering Firm who is responsible for preparing a detailed change order review for COR's that are deemed acceptable or those that are requested by District staff. CM will provide up to 40 hours performing an initial screening check review of the validity of the Contractor's COR's.

Task 4.2 Construction Management Services

CM to provide the following activities.

- Provide document control services at 20 hour per week for the first 4 months of the project through the heavy submittal phase. Services will be used using Newforma Construction Management Software. Costs for licensing up to 6 HDR staff members is included. Costs for the Contractor and owner to use Newforma Software are at no cost to the District. For the remainder of the project, UWCD will provide a document control technician to manage the document control activities for outstanding submittals, RFI's, schedule updates and change orders
- Provide management of project related to schedule, cost, quality, scope, and performance
 - HDR will stay on top and in front of the pulse of the project. The approved Baseline Schedule and schedule updates will be referred to in conjunction with the 3-week look-ahead to track that the project is on path to completion on time. The HDR team will provide the inspection and oversight necessary for the construction of a project that meets the drawings and specifications. HDR will refer to the Schedule of Values for determining the cost of project to date and rely on plentiful experience for preliminary review of Change Order Requests.

- Provide contract compliance support for District, local, State and Federal requirements
 - Prevailing wage and requirements from the state for workers working on public projects.
- Track quantities, review progress payment requests and make payment recommendations
 - HDR will work with United Staff and refer to the Schedule of Values in reviewing actual work completed by the contractor before approving the contractor's Monthly Payment Request Application.
- Perform progress, schedule and budget monitoring of the Contractor's schedule and schedule of values.
 - Progress of construction will be discussed at every weekly Construction Progress Meeting and a recovery plan will be requested of the contractor if the schedule is in continuous delay. The contractor will be required to include status of budget on Monthly Progress Payment Applications.
- Assist UWCD in preparing quarterly progress reports for Contractor performance and financial progress reporting
 - HDR will refer to the contractor's billing information to keep United informed of the budget status of the project; such documents will include the contract
 - Assist staff in preparing quarterly progress performance and financial progress reports including up to two hours per quarter preparing reports. HDR will provide photos and documentation which supports the construction and financial progress of the project. Review Contractor's requests and issue responses as needed;
- HDR will provide preliminary review of all RFIs and potential contractor issues to make sure that the matters are legitimate and not covered in the Construction Bid Documents. Verify labor compliance;
 - Prevailing wage and requirements from the state for workers working on public projects.
- Coordinate inspections with special inspectors and Oakridge Geosciences
 - HDR will refer to the 3-week Look-ahead Schedule and be abreast of daily construction operations; therefore, providing the appropriate advance notice to all related team members of the upcoming project needs.
- Coordinate plant testing and start-up (up to 180 hours of onsite startup supervision is provided)
 - HDR will provide multiple follow-up reminders on Start-up and Commissioning Plan development; will develop a check list that identifies all required material and equipment for such prior to actual Start-up date.
- Prepare a final punch list
 - HDR will develop an Outstanding Items List prior to creating the Formal Punch List. The Punch List will include and require United Staff to perform a Project Site Walk; such items would be included. Final completion of the project will require that all punch list items be addressed and completed.
- Contract closeout
 - At Closeout HDR will work with contractor and the designer to incorporate all redlines to an As-built Set of drawings. HDR will process final payment to the contractor including retainage. HDR will transmit all Project Files to United. HDR will see that all contractor required materials, tools, spare parts, reference documents, O&M Manuals, and training material be delivered to United.

- Facilitate discussions between Contractor and UWCD operations to limit interruptions to the existing treatment and conveyance system to the OH Pipeline
 - HDR will provide multiple follow-up reminders for the contractor to provide Shut-down Plans and schedules and coordinate with operators. Prior to shut-down, HDR will confirm that all materials and equipment are on site per the Shut-down Checklist.
- Coordinate with UWCD and Contractor to minimize impact to drinking water deliveries to the OH Pipeline.
 - HDR will work with United Operations to develop a Treatment Systems Table that includes information on all systems of the plant that will require a shut-down. The table will include the system name; duration of shut-down allowable; day of week and time of day shut-down is allowable; special equipment or material required for shut-down.

Task 5 Design Services During Construction

Scope of Work

HDR will produce a separate Operations Manual and Operations Plan for the WTP. The Operations Manual is specific to the WTP and meant to supplement the Operations Manual for the rest of the El Rio facility. It is assumed that the Draft Operations Manual will NOT be submitted to DDW as part of the application for an amended water supply operating permit. A separate Operations Plan updated with new content compliant with CA Code of Regulations Section 64661 will be developed as a separate document based on the previous operations plan. The documents should be kept separate because the document submitted to the state should not contain additional information that may be beneficial to the operator but not required or specified in the regulatory document.

The Operations Manual will consist of a relatively short book (approximately 15 pages) intended to describe the operation of the whole integrated process. Appendices to the Operational Manual will include technical O&M content from vendors. The content developed for United Water will have the following components:

- Description of the operating equipment and processes that outline operating methods to achieve treatment goals. Description of the process interfaces upstream and downstream of the iron and manganese filtration process.
- Descriptions of operating sequences, such as backwashing, that further explain the operation of the equipment or processes.
- Tables of technical information about the operation and capacity of the process. References to the design details supplied by the engineer of record.
- Descriptions of process controls for the application of water and chemicals to the treatment process. References to the technical descriptions of the treatment components supplied by contractor and equipment vendors.
- Basic descriptions of SCADA controls. References to the design details supplied by the engineer of record.

Deliverables

1. Draft Operations Manual with plant specific content in electronic format (pdf and MS Word). This includes custom developed content and submitted technical content from equipment vendors. Quality review and updates based on comments from HDR process expert and City. Graphics required to convey concepts will be modified engineering drawing sets or technical submittals with simple annotations. Limited photos to show specific details, not every component or control panel.
2. Draft Operations Plan in electronic format as an updated version of the existing Operations Plan. This plan has abbreviated content intended to satisfy the submittal requirements to the State Division of Drinking Water. Graphics required to convey concepts will be modified engineering drawing sets or technical submittals with simple annotations.
3. Final Operations Manual and Operations Plan (maintained as separate documents) will be updated after startup with lessons learned and District comments.

Assumptions

The scope of work is based on the following assumptions:

- Kennedy Jenks reviews equipment O&M manuals from contractor for accuracy and completeness, and those manuals (as indexed PDF) are available for use in the Plant Operations Manual. HDR will not review these manuals but will notify KJ if during the normal course of work deficiencies are noticed.
- Approved equipment O&M manuals are available 30 days prior to delivery of final O&M Manual and Operations Plan.
- Kennedy Jenks allows use of drawings and descriptions of process from Technical Memorandums, Specifications, and Plans in the District Operations Manual and Operations Plan.
- City provides editable Operations Plan (MS Word) of existing facility for updating to draft level document (with intent to submittal final after startup) a minimum of 2 months before the planned permit amendment submittal. Actual permit amendment request to be written by District.
- No development of Standard Operating Procedures, but operating sequences may be described in the Operations Manual
- Descriptions of chemical addition will be limited to require dose and solution line at injection point. Descriptions of gas chlorine systems will not be provided.

Level of Effort

Level of effort for individual aspects is described with the individual deliverables. Total level of effort is expected to be 208 hours. The effort consists of

- Draft Operations Manual developed in 114 hours with an additional 22 hours of QA/QC review and adoption of comments.

- Draft Operations Plan developed in 48 hours including review and adoption of comments.
- Final Operations Manual and Operations Plan updated after startup is expected to take 24 hours.

Reference from CA Code of Regulations

§64661. Operations Plan.

(a) A supplier shall operate each treatment plant in accordance with an operations plan that has been approved by the State Board. With a permit application for a new treatment plant or modification to an existing treatment plant, the supplier shall submit for State Board review the operations plan to determine if it includes those items required in subsection (b). The State Board shall review the operations plan to determine if it includes those items required in subsection (b). The operations plan shall be designed to produce the optimal water quality from the treatment process. The supplier shall operate its treatment plant in accordance with the approved plan.

(b) The operations plan shall consist of a description of the utility's treatment plant performance monitoring program, unit process equipment maintenance program, filter media inspection program, operating personnel, including numbers of staff, certification levels and responsibilities; how and when each unit process is operated; laboratory procedures; procedures used to determine chemical dose rates; records; response to plant and watershed emergencies; and reliability features.

Task 6 Geotechnical Services During Construction

Task 6 will be provided by Oakridge Geosciences

Task 7 Surveying Services

Task 7 will be provided by Stantec Consulting. HDR CM to provide coordination with Stantec surveyor for activities related to form certifications or potholing of utilities (if required by UWCD)

Task 8 Environmental Services

Task 8 Environmental services will be provided by UWCD.

Task 9 Field Observations

Review UWCD daily field inspection reports and provide comments. It is anticipated that UWCD Staff will prepare a field daily for 20 hours per week and have a presence onsite for five days per week. HDR will provide field observation reports for critical activities, special inspections and startup and testing inspections per Task 10.

Task 10 Special Inspections

Electrical Inspections

Provide 200 hours of onsite observation and reporting for electrical equipment installations. Inspections are anticipated to be continuous inspections (from start to finish).

Startup and Testing Services

Provide 200 hours of onsite observation and reporting for startup and commissioning activities. Inspections are anticipated to be continuous inspections (from start to finish).

Reinforcing Steel Identification, Sampling, and Testing

Samples will be gathered once delivered to the site, and the samples will be returned to the laboratory for tensile and bend strength testing. A copy of the mill certificates for the reinforcing steel will be collected upon delivery to the site and provided to the Design Engineer for review and approval. Daily inspection reports will be prepared and provided to the Client.

For the purpose of this proposal, 16 hours of these services will be required.

Reinforcing Steel Placement Inspection

Provide special inspection of steel reinforcement prior to placement of concrete. Reinforcing steel placement will be inspected at the jobsite by a special inspector. Field reports documenting the findings will be provided. For the purpose of this proposal, 96 hours of these services will be required.

Shop and Field Welding Inspection

An AWS-Certified Welding Inspector will observe welding at the fabrication shop and at the job site, provided it is within 2 hours drive time of the jobsite. The inspector will verify welder credentials and that welds comply with the approved project plans and project specifications. Daily field inspection reports will be prepared and provided to the Client. For the purpose of this proposal, 16 hours of inspection would occur at the shop, and 96 hours would occur on the job site.

High Strength Bolting Sampling and Inspection, and Torque Testing

High strength bolts to be used on the project will be identified and sampled, and returned to the laboratory for testing, as required. Written reports documenting the test results will be provided. For the purpose of this proposal, 96 hours of bolting inspection would occur on the job site.

Post-Installed Anchor Pull and/or Torque Testing

Post-installed anchors will be pull tested or torque testing in accordance with the project specifications. Written reports documenting the results will be provided.

For the purpose of this proposal, 88 hours of testing inspection and testing would be required. The fees estimate provided below also includes 14 days of pull testing equipment or calibrated torque wrench charges.

Masonry Testing and Inspection

A Special Inspector will observe placement of masonry block for compliance with the project specifications and observe grout placement. It is anticipated inspection will be required full-

time. Samples of the block will be returned to the laboratory for strength testing. Grout and mortar samples will be taken at selected intervals, and cores will be drilled as necessary. Samples will be returned to the laboratory for curing and testing.

For the purpose of this proposal, 200 hours of inspection and testing would be required.

Block, Masonry Prism, Grout, and Mortar Strength Testing

Unconfined compression tests will be performed to test strengths of block, masonry prisms, grout samples, and mortar samples. Reports documenting the results will be provided.

Task 11 Labor Compliance

HDR will provide the following Labor Compliance services.

- Perform up to five (5) in person interviews of onsite workers from various labor classifications and or general or subcontractor classification. It is anticipated that UWCD will assist during the interviews. Prepare one-page letter report to UWCD PM and file in the project documentation system. Notify UWCD of shortcomings of the Contractor to provide the required labor compliance services
- Request weekly payroll information from the Contractor and perform spot checking on a monthly basis. We have budgeted one hour per week to spot check the certified labor reports. UP to 69 hours of labor compliance monitoring will be provided by a Project Coordinator throughout the project duration.

Construction Procedures

Consultant's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. Consultant shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. Consultant shall not be responsible for the acts or omissions of the contractor or other parties on the project.

Assumptions:

1. Project duration is anticipated to be 16 months (69 - week project).
2. District staff will provide onsite observations for 20 hours minimum duration for the project duration. District operators will also provide assistance, on occasion, when District Engineers are not available to support project.
3. UWCD will provide document control services following the first four months of the project.
4. Design Engineer will review change orders for acceptance of costs, CM will screen change orders prior to submitting to Design Engineer.
5. Construction will be complete by November 1, 2022.
6. Fees, permits and as built plan services are by others.

United Water Conservation District
El Rio Iron and Manganese Treatment Plant
Estimated Level of Effort and Fee



NO.	TASK DESCRIPTION	LEVEL OF EFFORT (HOURS)										FEE (DOLLARS)				
		Principal Engineer	Construction Manager	Electrical Inspector	QA/QC	Startup and Testing Engineer	Document Control Specialist	Technical Advisor	Accountant	Project Coordinator	Total Labor	Labor	Subs	Direct Costs	Total	TOTAL
Client Billing Rates		\$295	\$275	\$175	\$255	\$175	\$135	\$295	\$145	\$115	\$212		Calc	Calc	Calc	-2
1	Project Coordination															
1.1	Project Coordination	8	200						18	24	250	62,730	0	1,568	64,298	
Subtotal 1 Project Coordination		8	200	0	0	0	0	0	18	24	250	62,730	0	1,568	64,298	64,300
2	Meetings															
2.1	Kickoff Meeting	2	4	4	4	4	2				+4 20	4,380	0	+\$26 110	4,490	
2.2	Meetings	16	140				70				226	52,670	0	1,317	53,987	
Subtotal 2 Meetings		18	144	4	4	4	72	0	0	0	246	57,050	0	1,427	58,477	58,500
3	Pre Construction															
3.1	Pre Construction Activities	3	20	6		6	8	2		8	53	11,075	0	277	11,352	
Subtotal 3 Pre Construction		3	20	6	0	6	8	2	0	8	53	11,075	0	277	11,352	11,400
4	Construction Management															
4.1	Change Order Reviews		40				-670				40	11,000	0	3,710	14,710	
4.2	Construction Management Services	6	550				350	24			-670 930	207,350	0	-\$2,261 5,184	212,534	
Subtotal 4 Construction Management		6	590	0	0	0	350	24	0	0	970	218,350	0	8,894	227,244	227,200
5	Operations Manual and Operations Plan															
5.1	Operations Manual and Operations Plan		4		22	186					+167 212	39,260	0	+\$670 982	40,242	
Subtotal 5 Operations Manual and Operations Plan		0	4	0	22	186	0	0	0	0	212	39,260	0	982	40,242	40,200
9	Field Observations															
9.1	Field Observations	5	40								45	12,475	0	312	12,787	
Subtotal 9 Field Observations		5	40	0	0	0	0	0	0	0	45	12,475	0	312	12,787	12,800
10	Special Inspections															
10.1	Special Inspections	2	80	200		200				92	574	103,170	102,410	4,632	210,212	
Subtotal 10 Special Inspections		2	80	200	0	200	0	0	0	92	574	103,170	102,410	4,632	210,212	210,200
11	Labor Compliance															
11.1	Labor Compliance	2	17							69	-86 88	13,200	0	-\$315 330	13,530	
Subtotal 11 Labor Compliance		2	17	0	0	0	0	0	0	69	88	13,200	0	330	13,530	13,500
TOTAL for all Tasks (including Optional Tasks), hours		44	1,095	210	26	396	430	26	18	193	-540 2,438					
TOTAL for all Tasks (including Optional Tasks), dollars												517,310	102,410	18,422	638,142	638,100

EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

1. Reimbursable Expenditures

A. Travel Expenses

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (i.e., \$182.00 per night [excluding

taxes] for the months of October 2020 and January – September 2021). GSA rates are annually updated in October.

C. Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work.

EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
Including operations, products
and completed operations, as
applicable. | \$1,000,000 per occurrence for bodily
injury, personal injury and property
damage. If Commercial General
Liability Insurance or other form with a
general aggregate limit is used, either
the general aggregate limit shall apply
separately to this project/location or the
general aggregate limit shall be twice
the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury
and property damage. |

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors & Omissions Liability: **\$1,000,000** per claim.
5. Valuable Document Insurance **Full Equity of all Documents**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by UNITED. At the option of UNITED, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects UNITED, its directors, officers, officials, employees and agents; or CONSULTANT shall provide a financial guarantee satisfactory to UNITED guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
12. A copy of the claims reporting requirements must be submitted to UNITED for review.
13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish UNITED with original certificates and amendatory/ additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED's forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the CONSULTANT, its employees, agents and subcontractors.



Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer
Robert Richardson, Senior Engineer
Adrian Quiroz, Associate Engineer

Date: June 24, 2021 (July 1, 2021 Committee Meeting)

Agenda Item: **3.2 Design Services During Construction Contract Award to Kennedy/Jenks Consultants, Inc. for the Iron and Manganese Treatment Removal (Phase 1) Project**
Motion

Staff Recommendation:

The committee will consider recommending awarding a contract to Kennedy/Jenks Consultants, Inc. in the amount of \$537,488 (includes 10% contingency or \$48,863 to be used upon the District's written authorization only) and authorizing the General Manager to execute the contract with Kennedy/Jenks Consultants, Inc. for design services during construction of the Iron and Manganese Treatment Removal (Phase 1) Project to the full Board.

Introduction:

The District is proposing to construct an iron and manganese treatment facility (Project) for three (3) existing Lower Aquifer System (LAS) wells as part of the El Rio Water Treatment and Groundwater Recharge Facility (El Rio). Phase 1 will include treatment up to 3,500 gallons per minute (15.47 AFD) and provisions have been included to allow for a future expansion up to 8,500 gallons per minute (37.56 AFD or the entire LAS wellfield capacity). The Project is considered a drought resiliency project and will help secure drinking water supplies during periods when water supply and quality becomes impaired in the Upper Aquifer System (UAS). The Project will primarily be operated during periods of drought when use of UAS wells is limited by nitrate concentrations or low groundwater levels.

Background:

The recent drought conditions that started in 2012 caused nitrate concentrations in the UAS wells to increase, corresponding with gradually declining groundwater levels. Production from the LAS wells and subsequent blending with water from the UAS wells allowed the District to maintain nitrate concentrations in delivered water below the maximum contaminant level (MCL). However, water produced from the deep LAS wells contain high levels of iron and manganese. Although not a health concern, both contaminants are regulated by the Division of Drinking Water as secondary drinking water standards. In addition, high iron and manganese concentrations can cause fouling

Agenda Item 3.2 Design Services During Construction Contract Award to Kennedy/Jenks Consultants, Inc. for the Iron and Manganese Treatment Removal (Phase 1) Project
Motion

in reverse osmosis systems which has been observed at the downstream Brackish Water Reclamation Demonstration Facility operated by Port Hueneme Water Agency (PHWA).

In August 2016, District staff completed a feasibility study for construction of an iron and manganese treatment facility at El Rio that included the results from pilot testing performed by Layne Christensen Company which informed filter media selection. In July 2018, the District's Board of Directors awarded a design services contract to Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) for final design and bid phase services related to the proposed Project. In September 2018, District staff completed a second pilot test to inform the final design as it relates to washwater recovery and waste solids handling. In January 2021, Kennedy/Jenks completed the final stamped and signed plans, specifications, and estimate. In June 2018, the Project was selected by the United States Bureau of Reclamation for \$300,000 in grant funding under the WaterSMART Drought Response Program. In September 2020, the Project was selected by the California Department of Water Resources for \$2.5 million in grant funding as one of five projects that received funding submitted by the Watersheds Coalition of Ventura County under the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Program. Altogether, \$2.8 million in grant funding will be applied to the construction of the Project.

Discussion:

Kennedy/Jenks will provide design services during construction that include quality assurance and control to ensure design intent is met; attend construction progress meetings to clarify design intent as needed; prepare the conformed plans and specifications to include addenda produced during the bid process; coordinate with the District's Project Manager and Construction Manager; respond to the Contractor's Requests for Information (RFI); review, comment and respond to Contractor's shop drawings and submittals; review and respond to Change Order Requests (CORs); provide structural inspections per the California Building Code; provide assistance in the start-up and testing of the facility; prepare record drawings based on the Contractor's red line drawings; and assist with preparation of the Operations and Maintenance Manual. The proposed services will be provided for the entire period of construction and implementation which is anticipated to be complete on October 30, 2022.

Staff is recommending a contract to Kennedy/Jenks in the amount of \$537,488 (includes 10% contingency or \$48,863 to be used upon the District's written authorization only).

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

**Agenda Item 3.2 Design Services During Construction Contract Award to
Kennedy/Jenks Consultants, Inc. for the Iron and Manganese
Treatment Removal (Phase 1) Project
Motion**

Fiscal Impact:

The total design services during construction cost of \$537,488 is included in the Fiscal Year 2021-22 through 2022-23 Capital Improvement Project (CIP) Budget of \$12,570,508 (CIP No. 8007). No additional funding is requested.

Attachments:

Attachment A - Agreement

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on _____, 2021, by and between the **United Water Conservation District**, Ventura County, California, (hereinafter “**UNITED**”), and **Kennedy/Jenks Consultants, Inc.**, a multi-disciplinary engineering consulting firm, (hereinafter “**CONSULTANT**”).

RECITALS:

WHEREAS, UNITED desires to obtain professional engineering services in connection with the **Iron and Manganese Treatment Plant at the El Rio Water Treatment and Groundwater Recharge Facility** (“Project”); and

WHEREAS, UNITED has selected CONSULTANT to provide such services; and

WHEREAS, CONSULTANT represents that it has the skills, experience, license, and expertise to perform these professional services for UNITED; and

WHEREAS, UNITED is desirous of engaging the services of CONSULTANT to perform these services;

NOW, THEREFORE, based on the terms and covenants set forth herein, UNITED and CONSULTANT mutually agree as follows:

1. EMPLOYMENT

A. UNITED hereby employs CONSULTANT to perform and complete the professional engineering services as set forth in Exhibit “A” (“Scope of Work/Schedule of Charges”). CONSULTANT shall perform such professional services as set forth in Exhibit “A” and shall furnish or procure the use of incidental services, equipment, and facilities reasonably necessary for the completion of services.

B. Any extra work over and above that included in the Scope of Work included in Exhibit “A” shall be in compliance with Section 3D.

C. CONSULTANT represents that its services shall be performed, within the limits prescribed by UNITED, in a manner consistent with the level of care and skill ordinarily exercised by other engineering professionals under similar circumstances at the time and in the vicinity its services are performed.

D. **Jeffrey T. Savard** shall: (a) personally perform or supervise the performance of services on a day-to-day basis on behalf of CONSULTANT; and (b) maintain direct communication with UNITED's **Senior Engineer, Robert J. Richardson** or designee in the performance of CONSULTANT's services.

E. CONSULTANT in the performance of services hereunder shall fully comply with any and all local, state and federal laws, regulations, ordinances, and policies applicable to its work, including any licensing laws applicable to CONSULTANT's profession and anti-discrimination laws pertaining to employment practices.

F. In the event of any conflict between the terms and conditions set forth in Exhibit A (Scope of Work/Schedule of Charges) versus those terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall govern and the conflicting terms and conditions in Exhibit A shall not apply.

2. TERM OF AGREEMENT

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on **December 31, 2022**.

3. COMPENSATION

Payment by UNITED for the consulting services shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

A. Compensation and payments to the CONSULTANT shall be as described below:

1. UNITED shall compensate CONSULTANT on a time and expenses basis not to exceed **four hundred eighty-eight thousand six hundred twenty-five dollars (\$488,625)** for performing all services authorized and required by this Agreement and specified in Exhibit "A." UNITED shall compensate CONSULTANT only for actual costs incurred on a time and expenses basis, but in no event shall the total compensation be greater than the not to exceed amount above. However, the total amount paid on a time and expenses basis may be lower than the not to exceed amount above based on actual costs incurred. Payment shall be made in accordance with CONSULTANT's Schedule of Charges submitted to UNITED, included in Exhibit "A" attached and incorporated by reference herein.

2. CONSULTANT shall provide UNITED with monthly itemized invoices. Invoices shall include the categories and identities of CONSULTANT's employees performing services, a description of the services, the number of hours spent performing services, the hourly rate for each employee, CONSULTANT's actual costs and expenses, and the total amount of compensation requested by

CONSULTANT for that month. Upon UNITED's request, CONSULTANT shall include with its monthly invoices a detailed verification, including accounting records, of the work actually performed and costs and expenses incurred, along with any other documents or information reasonably requested by UNITED.

B. UNITED shall pay CONSULTANT within thirty (30) days after receipt of CONSULTANT's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute. If UNITED has reasonable grounds to believe that CONSULTANT will be unable to materially perform the services under this Agreement, or there exists or may exist a claim against CONSULTANT arising out of CONSULTANT's negligence or intentional acts, errors, omissions, or material breach of any provision of this Agreement, then UNITED may withhold payment of any reasonable amount due to CONSULTANT which is directly related to such negligence, intentional act, error, omission or material breach. No payment made under this Agreement shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance by UNITED of CONSULTANT's work.

C. CONSULTANT shall notify UNITED in writing of the need for additional services required due to the circumstances beyond the CONSULTANT's control ("Additional Services"). The CONSULTANT shall obtain written authorization from UNITED before rendering any Additional Services. Compensation for all approved Additional Services shall be negotiated and approved in writing by UNITED before such Additional Services are performed by CONSULTANT. No compensation shall be paid to the CONSULTANT for any Additional Services that are not previously approved by UNITED in writing.

D. Reimbursable expenses, if applicable, are in addition to compensation for services outlined in the Scope of Work and Additional Services, and shall be paid to the CONSULTANT in accordance with the guidelines specified on Exhibit "B". Reimbursable expenses are paid at the actual costs, without mark-ups, incurred by the CONSULTANT and the CONSULTANT's employees in conduct of Agreement activities.

4. SCHEDULE OF WORK

CONSULTANT shall complete and deliver services and deliverables to UNITED in a diligent and professional manner, in accordance with the Project schedule set forth in Exhibit "A" attached and incorporated by reference herein. Time is of the essence in CONSULTANT's performance of services hereunder.

CONSULTANT's Project Manager shall keep UNITED's **Senior Engineer, Robert J. Richardson**, or designee informed as to the progress of work by informal reports. Neither party shall hold the other responsible for damages or delay in

performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

5. ASSIGNMENT OF CONTRACT

This Agreement is a professional services contract. CONSULTANT shall not assign this Agreement or any portion of the work without the prior written approval of UNITED. Any such assignment without UNITED's prior written approval shall be void. UNITED may withhold such approval for any reason in its sole discretion.

6. INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold UNITED entirely harmless from all liability arising out of:

1. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subconsultant's employees arising out of CONSULTANT's work under this Agreement; and

2. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold UNITED harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or UNITED, or any person, firm or corporation employed by the CONSULTANT or UNITED upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of UNITED, its officers, employees, agents, or independent consultants who are directly employed by UNITED. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section A3 below) that may be brought or instituted against UNITED, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against UNITED, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section A2 shall not exceed the CONSULTANT's proportionate percentage of fault; and

3. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold UNITED harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or

corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including UNITED, arising out of, or in any way connected with, the Project, including injury or damage either on or off UNITED property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of UNITED. With regard to the CONSULTANT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against UNITED, but rather to reimburse UNITED for attorneys' fees and costs incurred by UNITED in defending such actions or proceedings brought against UNITED, and such fees and costs shall not exceed the CONSULTANT's proportionate percentage of fault.

7. INSURANCE

A. CONSULTANT shall procure and maintain for the duration of this Agreement, and for injuries which occur and claims which are made after the services herein are provided, insurance policies in accordance with the requirements set forth in Exhibit "C" attached and incorporated by reference herein. CONSULTANT shall also provide UNITED with a certificate of insurance attesting to its professional liability (errors and omissions) coverage and all required additional insured endorsements.

B. Submission of insurance certificates or endorsements or other proof of insurance shall not relieve CONSULTANT from liability under the indemnification provisions of Section 6. CONSULTANT's obligations in accordance with Section 6 shall apply whether or not such insurance policies shall have been determined to apply to any of such claims, damage, lawsuits, losses or liabilities covered by Section 6.

C. By its signature hereto, CONSULTANT certifies that it is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers compensation' or to undertake self-insurance as specified. CONSULTANT shall comply with these provisions before commencing work under this Agreement.

8. TERMINATION OF AGREEMENT

A. Termination for Cause

1. UNITED may terminate CONSULTANT's services for cause, whereupon this Agreement shall terminate immediately. Termination may occur regardless of whether CONSULTANT's services are completed. Any termination or special instructions from UNITED shall be made in writing.

2. Termination for cause may occur upon any of the following events: (a) CONSULTANT's material breach of this Agreement; (b) abandonment or lack of diligence in performance of the work by CONSULTANT; (c) cessation, suspension, revocation or expiration of any license needed by CONSULTANT to provide services hereunder; (d) failure of CONSULTANT to substantially comply with any local, state or federal laws, regulations, ordinances or policies applicable to its work hereunder; (e) filing by or against CONSULTANT of bankruptcy or any petition under any law for relief of debtors; or (f) conviction of CONSULTANT or its principal representative or personnel for any crime other than minor traffic offenses.

3. Subject to the provisions of Section 3.B herein, CONSULTANT shall be paid for all approved services performed and approved expenses incurred to the date of termination for cause supported by documentary evidence, including payroll records and expense reports, up to the date of the termination. In the event of termination for cause, all damages and costs associated with the termination, including increased consultant and replacement consultant costs, shall be deducted from any payments due to CONSULTANT.

4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 8.B below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

B. Termination Without Cause/For Convenience. This Agreement may be terminated without cause by UNITED or for UNITED's convenience upon fourteen (14) days' written notice to the CONSULTANT. In the event of a termination without cause, UNITED shall pay the CONSULTANT for all approved services performed and all approved expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports, up until the date of the notice of termination. In addition, CONSULTANT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the CONSULTANT under this section through 50% completion of the CONSULTANT's portion of the Project and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to CONSULTANT as termination cost. This 3% is agreed to compensate the CONSULTANT for the unpaid profit CONSULTANT would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

C. In the event of termination with or without cause, CONSULTANT shall promptly provide to UNITED all Project Documents as defined in Section 9 below within five (5) calendar days from the effective date of termination. Failure to provide all Project Documents as required shall be deemed a material breach of this Agreement.

D. In the event of a dispute as to the performance of the work or an interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute CONSULTANT agrees to continue the work diligently to completion. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the Agreement nor stop the progress of work, but CONSULTANT's sole remedy will be to submit such controversy to determination by a court having competent jurisdiction of the dispute as required by this Agreement after the Project has been completed and not before.

9. PROFESSIONAL SERVICES

A. The CONSULTANT is employed to render a professional service(s) only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

B. All plans, specifications, construction documents, data, records, files, communications, information, reports and/or other documents that are prepared, generated, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's subconsultants arising from or in any way related to the services provided under this Agreement (regardless of medium, format, etc.) shall be and remain the property of UNITED ("Project Documents"). UNITED may provide the CONSULTANT with a written request for the return of the Project Documents at any time. Upon CONSULTANT's receipt of UNITED's written request, CONSULTANT shall return the requested Project Documents to UNITED within five (5) calendar days. CONSULTANT may make copies of the work generated. Failure to comply with any such written request above shall be deemed a material breach of this Agreement. Nothing in this paragraph shall be deemed a waiver of any copyright in the Project Documents prepared by the CONSULTANT. Any unauthorized reuse or modification of such Project Documents other than for purposes intended by CONSULTANT or for the Project shall be at UNITED's risk and liability.

C. CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no Project Documents or information developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by UNITED, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than UNITED without the prior written consent of UNITED, unless otherwise required by subpoena or applicable law or regulatory authority.

10. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to UNITED being that of

an independent contractor. UNITED shall not be required to make any payroll deductions or provide Worker's Compensation Insurance coverage or health benefits to CONSULTANT. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the UNITED and for coordinating all portions of the work so the results will be satisfactory to UNITED. CONSULTANT will supply all tools and instruments required to perform its services under this Agreement.

11. ASSISTANCE BY UNITED

It is understood and agreed that the UNITED shall, to the extent reasonable and practicable, assist and cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such assistance does not include, in any manner, the exercise of professional judgment for which CONSULTANT is being retained herein. Such assistance and cooperation to be provided by UNITED as applicable includes, but shall not be limited to, providing right of access to work sites; providing material available from the UNITED's files such as maps, as-built drawings, records and operation and maintenance information; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project. CONSULTANT shall otherwise be responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to the work.

12. ADDITIONAL PROVISIONS

A. Examination of Records

CONSULTANT agrees that UNITED shall have access to and the right to examine at any reasonable time and on reasonable notice CONSULTANT's documents, papers and records, including accounting records, relating to its performance under this Agreement.

B. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT:	Jeff Savard Vice President Kennedy/Jenks Consultants 2775 North Ventura Road, Suite 100 Oxnard, CA 93036
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To UNITED:	Robert J. Richardson
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Senior Engineer
United Water Conservation District
1701 North Lombard Street, Suite 200
Oxnard, CA 93030

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

C. No Waiver

No failure or delay by UNITED in asserting any of UNITED's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of UNITED's rights or remedies. No such delay shall deprive UNITED of its right to institute and maintain any actions or proceedings which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

D. Integration

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereto, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions or negotiations between the parties.

E. Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

F. Rules of Interpretation

The terms of this Agreement have been negotiated by the parties and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction shall be applied against any party to this Agreement.

G. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of

the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

H. Incorporation of Recitals and Exhibits

The foregoing recitals and exhibits are incorporated herein as though fully set forth.

I. California Law; Dispute Resolution; Venue

This Agreement shall be interpreted and construed pursuant to the laws of the State of California, regardless of whether this Agreement is executed by any party in another state or otherwise. If a dispute arises between the parties related to this Agreement or the breach thereof, the parties shall first attempt in good faith to settle the matter through discussion, and if unsuccessful may in their discretion mutually agree to mediate the dispute prior to filing a judicial action. The costs of a third party mediator, if utilized, shall be borne equally by the parties. If either party elects to file an action in court, such action shall be filed and heard in a court of competent jurisdiction in the County of Ventura.

J. Counterparts

This Agreement may be executed in multiple counterparts, a complete set of which shall be deemed to be an original and all of which together shall comprise but a single document. Signatures may be given via facsimile transmission and shall be deemed given as of the date of facsimile transmittal of the executed Agreement by one party to the other.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

UNITED WATER CONSERVATION DISTRICT

By _____
Mauricio E. Guardado, Jr., General Manager

KENNEDY/JENKS CONSULTANTS, INC.

By _____
Jeff Savard, Vice President

EXHIBIT “A” TO AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall provide professional engineering consultation services under this Agreement in accordance with work described in the attached **Scope of Work** and **Schedule of Charges**.

EXHIBIT “A” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

Kennedy Jenks shall provide professional engineering consultation services consisting of engineering services during construction of the **Iron and Manganese Treatment Plant at the El Rio Water Treatment and Groundwater Recharge Facility (“Project”)** in accordance with the following scope of services.

SCOPE OF SERVICES

TASK 1: PROJECT ADMINISTRATION

1.1 Project Management

The purpose of this task is to oversee the project scope, budget and schedule throughout the construction services phase. Management activities will include project planning, organizing staff and resources, budget tracking, and on-going communications with the District and the project team regarding project status and priorities via email, telephone and face to face meetings. The estimated effort/budget assumes a 14 month project duration.

➤ Deliverables – Invoices and monthly progress reports.

1.2 Quality Assurance/Quality Control

The project manager will oversee the Kennedy Jenks’ internal quality assurance/quality control procedures throughout the course of this project. Deliverables will be reviewed by senior staff members to ensure it meets Kennedy Jenks standards for quality.

1.3 Meetings

Construction phase services include participating in the following meetings by telephone.

- Pre-construction meeting for up to three Kennedy Jenks staff (project manager, project engineer, project coordinator). Budget assumes participation by phone.
- Construction progress meetings as requested by the District for up to two Kennedy Jenks staff. Budget includes up to 20 meetings and assumes participation by phone.

TASK 2: DESIGN AND CONSTRUCTION COORDINATION

2.1 Conformed Plans and Specifications

Kennedy Jenks will prepare a set of conformed plans and specifications for use by the construction contractor and the District. The conformed plans and specifications will incorporate the addenda into the design documents.

- Deliverables – One set of full-size reproducible bond drawings and one complete set of electronic drawings (pdf format) and one complete set of specifications (pdf format).

2.2 Coordination

Kennedy Jenks will respond to informal requests and/or questions from the District regarding the design documents throughout the construction duration. Kennedy Jenks will also review information provided by the District's Construction Manager including meeting minutes, daily inspection reports, construction photos and special inspection reports. This scope task assumes that this coordination will require an average of 5 hours per week for 14 months.

2.3 Requests for Information (RFI)

Kennedy Jenks will respond to Contractor's RFI's forwarded by the District. The effort assumes that RFIs will be reviewed and electronically processed. This budget is based on a total of 100 RFI's (which includes follow-up responses estimated at 25% of total initial requests: 75 initial RFI's with 25 follow-up requests) during the construction project.

- Deliverables – RFI responses in electronic format.

TASK 3: SUBMITTALS AND SHOP DRAWINGS

Kennedy Jenks will review, comment and respond to Contractor shop drawings and submittals. For this budget, 200 shop drawings and submittals (which includes resubmittals) are assumed. It is also assumed the shop drawing re-submittal rate will be 33% of the total number of shop drawings (150 submittals or shop drawings and 50 re-submittals). It is assumed that the District's Construction Manager will generate and maintain logs of submittals and shop drawings.

If Kennedy Jenks observes any serious issues/deficiencies early in review of the submittal, Kennedy Jenks will notify the District before expending additional resources further reviewing the submittal. It is also assumed that the District's Construction Manager will conduct an initial review for completeness before forwarding the submittal to Kennedy Jenks.

Kennedy Jenks will assign one of the following review actions to the submittal:

- NET (No Exceptions Taken)
- MCN (Make Corrections Noted)
- A&R (Amend and Resubmit)
- RR (Rejected, Resubmit)
- NR (Not Reviewed)

- NCR (Noted, Copy Retained)

Kennedy Jenks will prepare a Shop Drawing Review Letter (SDRL) for the submittal and email SDRL in pdf format to the District.

➤ Deliverables – SDRL responses in electronic format.

TASK 4: CHANGE ORDER REVIEW ASSISTANCE

Kennedy Jenks will review and respond to up to five (5) proposed change orders, forwarded by the District. Written responses will be prepared and returned to the District.

The effort associated with this task assumes that change orders will be handled as follows:

- District emails proposed change order to Kennedy Jenks in pdf format.
- Kennedy Jenks develops response to proposed change order in pdf format with supplemental sheets appended to the response if necessary. It is assumed that the District's Construction Manager will prepare an independent cost estimate and negotiate change orders with the Contractor.

➤ Deliverables – Change order review responses in electronic format (pdf).

TASK 5: STRUCTURAL OBSERVATION

Kennedy Jenks' design engineers will provide 3 structural observation visits in accordance with Chapter 17 of the California Building Code. We will provide these visits in coordination with the stage of work appropriate for review. We will provide one structural observation memorandum documenting each visit. Our proposal assumes a total of forty (40) hours for this task.

➤ Deliverables – Structural observation memorandum in electronic format (pdf).

TASK 6: STARTUP ASSISTANCE

Kennedy Jenks will provide up to 20 hours of overall facility startup assistance. The goal is to assist the Contractor and District in starting-up/testing the facilities. Startup assistance will be performed remotely via telephone in coordination with District staff. It is assumed that site visits during startup are not required.

TASK 7: RECORD DRAWINGS

Kennedy Jenks will update the design drawings (92) to produce record drawings using red line drawings maintained by the Contractor during construction.

- Deliverables – One set of full-size reproducible bond drawings and one complete set of electronic drawings (pdf format and AutoCAD compatible).

TASK 8: OPERATIONS MANUAL REVIEW

Kennedy Jenks will review and provide input to the operations manual being prepared by the District's Construction Manager for the WTP. The scope assumes that no more than 50 hours will be required for this task.

SCOPE ASSUMPTIONS

The scope of work is based on the following assumptions:

- The District will provide daily inspection and resident engineering. The District will provide Kennedy Jenks copies of daily inspection reports, meeting minutes and construction progress photos.
- Special inspection and testing services such as soils and materials testing and weld testing and inspection will be provided by an appropriate service under contract directly to the District. It is assumed that special inspection and testing reports will be provided to Kennedy Jenks.
- Kennedy Jenks submittal review shall be for conformance with the design concepts and general compliance with the construction contract documents. Kennedy Jenks shall not include review of fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the construction contractor. Kennedy Jenks' review will be conducted with the reasonable promptness consistent with sound professional practice. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. Kennedy Jenks will not be required to review and will not be responsible for any deviations from the construction contract documents not clearly noted by the construction contractor, nor will Kennedy Jenks be required to review partial submissions or those for which submissions for correlated items have not been received. Acceptance, which means taking no exception, of construction contractor's designs of sheeting and shoring by Kennedy Jenks on behalf of District, will not include review or approval of designs.
- The District will prepare the application for an amended DDW water supply operating permit.
- The District will review and monitor the Contractor's red line record drawings to verify they are up to date and accurately reflect revisions to the Work.
- The Contractor will be responsible for preparing a testing plan and a commissioning plan and conducting the testing and commissioning, in accordance with the provisions specified in the Contract Documents.

- The Contractor will provide all equipment O&M manuals and commissioning worksheets as specified in the Contract Documents.

CLIENT Name: United Water Conservation District

PROJECT Description: Construction Support Services - El Rio Fe/Mn WTP

Proposal/Job Number: Date: 6/23/2021

January 1, 2020 Rates																		KJ	KJ	KJ				
Classification:	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Sr. CAD-Design	CAD-Design	Sr. CAD-Tech	CAD-Tech	Project Administrator	Admin. Assist.	Aide								
Hourly Rate:	\$305	\$290	\$270	\$245	\$220	\$200	\$185	\$165	\$130	\$175	\$155	\$140	\$120	\$130	\$110	\$85	Total	Labor	ODCs	ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
																	Hours	Fees	Fees	10%				Fees
Task 1 Project Administration																								
1.1 Project Management (14 months)																	0	\$0		\$0	\$0	\$0	\$0	\$0
PM Communications	28																35	\$9,310		\$0	\$9,310	\$0	\$0	\$9,310
Project Status Updates	14																14	\$4,270		\$0	\$4,270	\$0	\$0	\$4,270
Project Set-up and invoicing	18													18			36	\$7,830		\$0	\$7,830	\$0	\$0	\$7,830
Health & Safety	1			2												1	4	\$905		\$0	\$905	\$0	\$0	\$905
1.2 QA/QC		32															32	\$9,280		\$0	\$9,280	\$0	\$0	\$9,280
1.3 Meetings																	0	\$0		\$0	\$0	\$0	\$0	
Pre-construction conference	4	4		4													12	\$3,360		\$0	\$3,360	\$0	\$0	\$3,360
Construction meetings (20)	40	40															80	\$23,800		\$0	\$23,800	\$0	\$0	\$23,800
Task 1 - Subtotal	105	76	0	6	0	0	0	0	0	0	0	0	0	18	8	0	213	\$58,755	\$0	\$0	\$58,755	\$0	\$0	\$58,755
Task 2 Design & Construction Coordination																								
2.1 Conformed Plans & Specifications		16				24						40		8			88	\$16,080	\$500	\$50	\$16,080	\$0	\$550	\$16,630
2.2 Coordination (14m)	30	80	80	30		80											300	\$77,300		\$0	\$77,300	\$0	\$0	\$77,300
2.3 Requests for Information (75 + 25)		100		100		120					30						350	\$82,150		\$0	\$82,150	\$0	\$0	\$82,150
Task 2 - Subtotal	30	196	80	130	0	224	0	0	0	0	30	40	0	8	0	0	738	\$175,530	\$500	\$50	\$175,530	\$0	\$550	\$176,080
Task 3 Submittals & Shop Drawings																								
Submittals & Shop Drawings (150 + 50)		200	100	100	50	250											700	\$170,500		\$0	\$170,500	\$0	\$0	\$170,500
Task 3 - Subtotal	0	200	100	100	50	250	0	0	0	0	0	0	0	0	0	0	700	\$170,500	\$0	\$0	\$170,500	\$0	\$0	\$170,500
Task 4 Change Order Reviews																								
Change Order Reviews (5)		20	10	10		10					10						60	\$14,500		\$0	\$14,500	\$0	\$0	\$14,500
Task 4 - Subtotal	0	20	10	10	0	10	0	0	0	0	10	0	0	0	0	0	60	\$14,500	\$0	\$0	\$14,500	\$0	\$0	\$14,500
Task 5 Structural Observation																								
Sructural Observation		40															40	\$11,600	\$1,000	\$100	\$11,600	\$0	\$1,100	\$12,700
Task 5 - Subtotal	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$11,600	\$1,000	\$100	\$11,600	\$0	\$1,100	\$12,700
Task 6 Startup Assistance																								
Startup Assistance		20															20	\$5,800	\$3,000	\$300	\$5,800	\$0	\$3,300	\$9,100
																	0	\$0		\$0	\$0	\$0	\$0	\$0
Task 6 - Subtotal	0	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	\$5,800	\$3,000	\$300	\$5,800	\$0	\$3,300	\$9,100
Task 7 Record Drawings																								
Record Drawings (92)		10		16		16					140					2	184	\$31,940	\$500	\$50	\$31,940	\$0	\$550	\$32,490
Task 7 - Subtotal	0	10	0	16	0	16	0	0	0	0	140	0	0	0	2	0	184	\$31,940	\$500	\$50	\$31,940	\$0	\$550	\$32,490
Task 8 Operations Manual Review																								
Operations Manual Review		50															50	\$14,500		\$0	\$14,500	\$0	\$0	\$14,500
Task 8 - Subtotal	0	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50	\$14,500	\$0	\$0	\$14,500	\$0	\$0	\$14,500
All Phases Total	135	612	190	262	50	500	0	0	0	0	180	40	0	26	10	0	2005	\$483,125	\$5,000	\$500	\$483,125	\$0	\$5,500	\$488,625

EXHIBIT “B” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall adhere to the following **Guidelines for Expense Reimbursement**:

Incidental expenditures incurred by CONSULTANT in the course of performing work under this Agreement and submitted for reimbursement by UNITED shall comply with the following guidelines.

Receipts are required for all reimbursable expenses (with an exception for meals and lodging) and shall be furnished with the invoice. Reimbursable expenditures shall not be subject to mark-up. Only actual costs of expenditures within the limits presented below are eligible for reimbursement.

1. Reimbursable Expenditures

A. Travel Expenses

Expenses for airfare or other travel accommodations shall not exceed costs that would reasonably be expected for comparable economy or coach class accommodations.

Personal vehicles may be used when appropriate and mileage will be reimbursed at the standard Internal Revenue Service (IRS) business mileage rate (i.e., 56 cents per mile for calendar year 2021, but for a total cost no greater than the cost that would reasonably be expected for round trip economy or coach class airfare. With the exception of extenuating circumstances (e.g. transport of specialized equipment), mileage for any trip over 500 miles shall be reimbursed at a total cost no greater than would reasonably be expected for round trip economy or coach class airfare. Extenuating circumstances shall be pre-approved by UNITED.

Rental vehicle costs are reimbursable when justified by the nature of the trip. With the exception of extenuating circumstances (e.g. transport of more than 4 people or excessive cargo) the total expense for the rental vehicle shall not exceed a cost that would reasonably be expected for a standard class vehicle. Insurance for rental vehicles is not reimbursable and must be in accordance with all insurance requirements set forth in this Agreement.

B. Lodging

The cost of lodging incurred on approved CONSULTANT business trips is reimbursable. UNITED will reimburse lodging at the standard U.S. General Services Administration (GSA) rate for Ventura County (i.e., \$182.00 per night [excluding

taxes] for the months of October 2020 and January – September 2021). GSA rates are annually updated in October.

C. Meals

The cost of meals incurred on approved CONSULTANT Projects is reimbursable.

If UNITED is reimbursing the CONSULTANT for lodging, UNITED will reimburse for meals at the appropriate standard GSA rate for Ventura County (i.e., \$49.50 (or 75% of a daily rate) per day for first and last calendar day of PROJECT work, and \$66.00 per day for additional PROJECT work days for calendar year 2021.

If UNITED is not reimbursing the CONSULTANT for lodging, UNITED will not reimburse the CONSULTANT for meals.

D. Equipment

All reimbursable equipment must be purchased or rented at a reasonable cost, in accordance with industry standards.

E. Expendable Items

Items that are expendable (depleted) will not be returned to UNITED, as the items will be “used up” in the course of CONSULTANT’s work.

F. Non-Expendable Items

Items that are non-expendable (not depleted) will be returned to UNITED upon completion of CONSULTANT’s work.

EXHIBIT “C” TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONSULTANT shall procure and maintain for the duration of the Agreement, and for injuries that occur and claims which are made after the services herein are performed, insurance against claims or injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or its equivalent).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 or its equivalent (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. Valuable Document Insurance on all plans, specifications and other documents as may be required to protect UNITED in the amount of its full equity in such plans, specifications and other documents.

Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
Including operations, products and completed operations, as applicable. | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors & Omissions Liability: **\$1,000,000** per claim.
5. Valuable Document Insurance **Full Equity of all Documents**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by UNITED. At the option of UNITED, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects UNITED, its directors, officers, officials, employees and agents; or CONSULTANT shall provide a financial guarantee satisfactory to UNITED guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6. For all policies required by this Agreement, UNITED and its directors, officers, officials, employees and volunteers are to be covered as additional named insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT.
7. For any claims related to this Project, the CONSULTANT's insurance coverage shall be primary insurance as respects UNITED and its directors, officers, officials, employees and agents. Any insurance or self-insurance maintained by UNITED, its directors, officers, officials, employees or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to UNITED (with the exception of ten (10) days for nonpayment of premium).

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

9. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
10. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

11. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
12. A copy of the claims reporting requirements must be submitted to UNITED for review.
13. If the services involve lead-based paint or asbestos identification/ remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers qualified to do business in the State of California with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to UNITED. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

CONSULTANT shall furnish UNITED with original certificates and amendatory/ additional insured endorsements effecting coverage required by this clause. The endorsements should be on forms provided by UNITED or on other than UNITED's forms provided those endorsements conform to UNITED requirements. All certificates and endorsements are to be received and approved by UNITED before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. UNITED reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

CONSULTANT hereby agrees to waive subrogation, which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the CONSULTANT, its employees, agents and subcontractors.



Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer
Robert Richardson, Senior Engineer
Adrian Quiroz, Associate Engineer

Date: June 24, 2021 (July 1, 2021 Committee Meeting)

Agenda Item: **3.3 Construction Contract Award to GSE Construction Company, Inc. for the Iron and Manganese Treatment Removal (Phase 1) Project**
Motion

Staff Recommendation:

The committee will consider recommending awarding a contract to the lowest responsible bidder, GSE Construction Company, Inc., in the amount of \$9,342,900.00 and authorizing the General Manager to execute the contract with GSE Construction Company, Inc. for the construction of the Iron and Manganese Treatment Removal (Phase 1) Project to the full Board.

Introduction:

The District is proposing to construct an iron and manganese treatment facility (Project) for three (3) existing Lower Aquifer System (LAS) wells as part of the El Rio Water Treatment and Groundwater Recharge Facility (El Rio). Phase 1 will include treatment up to 3,500 gallons per minute (15.47 AFD) and provisions have been included to allow for a future expansion up to 8,500 gallons per minute (37.56 AFD or the entire LAS wellfield capacity). The Project is considered a drought resiliency project and will help secure drinking water supplies during periods when water supply and quality becomes impaired in the Upper Aquifer System (UAS). The Project will primarily be operated during periods of drought when use of UAS wells is limited by nitrate concentrations or low groundwater levels.

Background:

The recent drought conditions that started in 2012 caused nitrate concentrations in the UAS wells to increase, corresponding with gradually declining groundwater levels. Production from the LAS wells and subsequent blending with water from the UAS wells allowed the District to maintain nitrate concentrations in delivered water below the maximum contaminant level (MCL). However, water produced from the deep LAS wells contain high levels of iron and manganese. Although not a health concern, both contaminants are regulated by the Division of Drinking Water as secondary drinking water standards. In addition, high iron and manganese concentrations can cause fouling in reverse osmosis systems which has been observed at the downstream Brackish Water Reclamation Demonstration Facility operated by Port Hueneme Water Agency (PHWA).

Agenda Item 3.3 Construction Contract Award to GSE Construction Company, Inc. for the Iron and Manganese Treatment Removal (Phase 1) Project
Motion

In August 2016, District staff completed a feasibility study for construction of an iron and manganese treatment facility at El Rio that included the results from pilot testing performed by Layne Christensen Company which informed filter media selection. In July 2018, the District's Board of Directors awarded a design services contract to Kennedy/Jenks Consultants, Inc. (Kennedy/Jenks) for final design and bid phase services related to the proposed iron and manganese treatment plant. In September 2018, District staff completed a second pilot test to inform the final design as it relates to washwater recovery and waste solids handling. In January 2021, Kennedy/Jenks completed the final stamped and signed plans, specifications, and estimate.

In June 2018, the project was selected by the United States Bureau of Reclamation for \$300,000 in grant funding under the WaterSMART Drought Response Program. In September 2020, the project was selected by the California Department of Water Resources for \$2.5 million in grant funding as one of five projects that received funding submitted by the Watersheds Coalition of Ventura County under the Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant Program. Altogether, \$2.8 million in grant funding will be applied to the construction of the project.

The State Water Resources Control Board Division of Drinking Water (DDW) regulates treatment and distribution of drinking water at El Rio. The DDW has been informed throughout the feasibility study and design process. On December 8, 2020, the District applied for a Domestic Water Supply Permit Amendment for the proposed iron and manganese treatment plant which DDW staff anticipates will be complete in July 2021.

Discussion:

In accordance with the District's procurement policy and competitive bidding requirements as part of the Federal and State grant agreements, the project was solicited for construction bids using the online procurement service BidNet which includes a California Purchasing Group. The Notice of Inviting Bids was published on BidNet on May 14, 2021. Over 250 vendors registered with the project which included contractors, suppliers, and local plan rooms. In addition to BidNet registered vendors, District staff invited contractors that bid on recent construction projects from other agencies in Ventura County including one iron and manganese treatment plant.

A mandatory pre-bid meeting was held at El Rio on June 2, 2021. Out of the fourteen (14) construction firms that attended the pre-bid meeting, eleven (11) were California Class A General Engineering Contractors capable of bidding the project as a prime contractor. Questions from contractors were received until June 15, 2021. On June 22, 2021, four (4) bids were received as follows:

**Agenda Item 3.3 Construction Contract Award to GSE Construction Company, Inc. for
the Iron and Manganese Treatment Removal (Phase 1) Project
Motion**

<u>BIDDER</u>	<u>LOCATION</u>	<u>BID</u>
1. GSE Construction Company, Inc.	Livermore, CA	\$ 9,342,900
2. Cushman Contracting Corporation	Goleta, CA	\$ 9,953,000
3. Blois Construction, Inc.	Oxnard, CA	\$ 10,410,210
4. Pacific Hydrotech Corporation	Perris, CA	\$ 10,968,700

Based on the information provided and discussions with references, staff verified that GSE Construction Company has satisfactory experience with water treatment projects including iron and manganese treatment and recommends award of a construction contract.

The tentative project schedule is as follows:

July 14, 2021	Construction Contract Award
August 2, 2021	Notice to Proceed
October 30, 2022	Complete construction and implementation
January 30, 2023	Complete grant administration activities

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District’s existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The total construction cost of \$9,342,900 is included in the Fiscal Year 2021-22 through 2022-23 Budget of \$12,570,508 (CIP 8007). Funding sources include \$2,800,000 in grants that will contribute to the construction of the project. No additional funding is requested.

Attachments:

Attachment A - Agreement

AGREEMENT

THIS AGREEMENT, made and entered into on _____, **2021** by and between **United Water Conservation District**, a public corporation organized and existing under the provisions of California Water Code section 74000 *et seq.*, hereinafter referred to as "Owner," and **GSE Construction Company Inc.** hereinafter referred to as "Contractor."

The parties hereto mutually covenant and agree as follows:

1. The Contract Documents, as that term is defined herein, are hereby incorporated in and made a part of this Agreement as though fully set forth herein. If there exist any provisions of local, state or federal laws, ordinances or regulations which are required to be expressly set forth in the Contract Documents and have not been included therein, such provisions are incorporated herein as if expressly set forth.

2. For and in consideration of the payments and agreements to be made and performed by the Owner as set forth in said Contract Documents, the Contractor agrees with the Owner to perform the Work generally described as **construction of the El Rio Iron and Manganese Water Treatment Plant Phase 1 (C.I.P. 8007, Spec. No. 20-03)**, and as more specifically set forth in the Contract Documents for which award of contract was made; to furnish at its own proper cost and expense all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor, as provided in the Contract Documents, and to do everything required therein. In accordance with the provisions of Section 3700 of the Labor Code, the Contractor will secure payment of compensation of its employees by acquisition of workers' compensation insurance or by qualification as a self-insurer.

3. The Contractor shall provide for payments on all required insurance policies, and shall obtain all necessary permits and licenses for performance of the Work. The Contractor shall furnish and remove all plant, temporary work or structures, tools, and equipment necessary to accomplish the Work contemplated by this Agreement and the Contract Documents, and shall be responsible for all loss and damage arising out of the nature of the Work during its progress and prior to Owner's acceptance, from the action of the elements and from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work, and for all other risks of any description connected with the Work. The Contractor shall also be responsible for all expenses incurred by or in consequence of the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate otherwise. In consideration of the foregoing, and for well and faithfully completing the Work within the stipulated time and in the manner shown and described in the Contract Documents and in accordance with the requirements of the Engineer, the Owner shall pay, and the Contractor shall receive as full compensation therefor, the prices set forth in the accepted Bid Proposal and herein, subject to additions or deductions as provided for in the Contract Documents. The total compensation to be paid to Contractor shall be computed on the basis of the units of work actually performed and approved in accordance with the requirements of the Contract Documents and paid for at the prices stated by the Contractor in the Bid Schedule for final completion of the Work.

4. The Work shall commence within fifteen (15) days after the date specified in the Notice To Proceed issued by the Owner, and shall be fully completed not later than **four hundred (400) calendar days** from the Commencement Date specified in the Notice To Proceed **or by October 30, 2022 (whichever comes first)**. Time is of the essence for completion of the Work.

If the Work is not fully completed in the time specified herein, plus any extension of time as may be granted by the Owner pursuant to the terms of the Contract Documents, the parties recognize: (a) that Owner will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code section 53069.85, Contractor shall forfeit and pay to Owner as liquidated damages, and not as a penalty, the sum of **\$3,750 (Three Thousand Seven Hundred Fifty Dollars)** for each calendar day beyond the specified completion date until final completion of the Work. Such liquidated damages may be charged to the Contractor directly, or may be deducted from any payments due or to become due to the Contractor.

5. The Owner promises and agrees to employ, and does hereby employ, Contractor to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the sum of **\$9,342,900.00 (Nine Million Three Hundred Forty-Two Thousand Nine Hundred Dollars)**, said sum being the total amount stipulated in the Bid Proposal, and hereby contracts to pay the same at the time, in the manner, and subject to the conditions set forth in the Contract Documents; and the parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained in this Agreement.

6. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written Notice to Proceed has been given to the Contractor by the Owner, in accordance with the Contract Documents. The Work under this Agreement shall be fully completed to the approval and entire satisfaction of the Owner and its Engineer.

7. The Contractor shall assume the defense of and indemnify and hold harmless the Owner, and its Engineer, the Owner's Representative, and their respective directors, officers, board members, employees, independent contractors, representatives, consultants, agents, and volunteers, and each of their respective successors and assigns, and each of them (collectively herein "Indemnitees") from and against:

a. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), losses or liabilities, in law or in equity, of every kind or nature whatsoever for, including, but not limited to, (1) injury to or death of any person, including the Indemnitees; (2) damages to or destruction of property of any person, including the Indemnitees, (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) other loss, damage, or expense, arising out of or in any manner directly or indirectly connected with the Work to be performed under this Agreement, caused in whole or in part by any negligent act or omission of the Contractor, or any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused by the active negligence, sole negligence or willful misconduct of the Indemnitees;

b. Any and all claims, demands, causes of action, actions, proceedings, liens, judgments, damages, costs, expenses (including costs of defense and attorneys' fees), penalties or liabilities, in law or in equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the

violation of any existing or future governmental law, ordinance or regulation, specifically including, but not limited to, the safety of workers, compliance with which is the responsibility of Contractor, any Subcontractor, supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

c. Any dispute between Contractor and Contractor's Subcontractors, suppliers, and/or sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or materialman of any tier or any other person employed in connection with the Work.

d. Any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the Owner may proceed to address the lien, stop notice, or claim and seek reimbursement from Contractor, either directly or by deduction from any payments due or to become due to Contractor

Contractor shall give prompt written notice to the Owner of any litigation, mediation, arbitration or proceedings pending or threatened against Contractor or any Subcontractor or which relates to the Project and in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than \$50,000. Contractor shall not (and shall not cause or permit any Subcontractor to) initiate or settle any litigation arising out of or related to the Project and/or any Work in which the amount in controversy is (or is reasonably likely to be, when aggregated with all related actions) equal to or greater than \$250,000 without Owner's prior written consent and Contractor shall keep Owner apprised of the status of any such litigation.

Contractor shall defend, at the Contractor's own cost, expense, and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind arising out of or connected with the Work that may be brought or instituted against the Indemnitees. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, pay and satisfy any judgment, award, or decree that may be rendered against the Indemnitees in any such suit, action, or other legal proceeding. Contractor shall promptly, but in no event later than thirty (30) days following Owner's or Indemnitee's demand therefor, reimburse the Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Promptly after receipt by an Indemnitee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation in connection with an actual or potential claim from a third party as to which any indemnity provided for in this Agreement and the Contract Documents may apply, the Indemnitee will notify the Owner and Contractor in writing of such fact. Any delay by an Indemnitee in notifying Contractor of any such claim or notice will not excuse Contractor of its obligations hereunder. Upon Contractor's receipt of such notice, Contractor shall assume, on behalf of the Indemnitee, and conduct with due diligence and in good faith, the defense thereof with counsel reasonably satisfactory to the Indemnitee; provided that the Indemnitee shall have the right at its own expense to be represented therein by advisory counsel of its own selection; and provided further that if the defendants in any such action include both the Contractor and the Indemnitee, and if the Indemnitee shall have reasonably concluded that there may be legal defenses available to it which are different from, additional to, or inconsistent

with those available to Contractor, then the Indemnitee shall have the right to select separate counsel to participate in the defense of such action on its own behalf and at Contractor's expense.

If any third party claim arises as to which any indemnity provided for in this Agreement and the Contract Documents may apply, and Contractor fails to assume the defense of such claim promptly after the receipt by Contractor of notification thereof, then the Indemnitee against which the claim is instituted or commenced may, at Contractor's expense, contest, or (with the prior written consent of Contractor, not to be unreasonably withheld) settle such claim; provided that no such contest need be made and settlement or full payment of any such claim may be made without Contractor's consent (with Contractor remaining obligated to indemnify the Indemnitee under this Agreement and the Contract Documents) if, in the written opinion of the Indemnitee's legal counsel, such claim is meritorious. All costs and expenses incurred by Indemnitee and/or the Owner in connection with any such contest, settlement, or payment may be deducted from any amounts due or to become due to Contractor under this Agreement and the Contract Documents, with all such costs in excess of the amount deducted to be reimbursed by Contractor to the Owner or the Indemnitee promptly following, but not later than thirty (30) days following, Owner's or Indemnitee's demand therefor. In the event and to the extent that the Owner makes a deduction as described in the preceding sentence, then Owner shall be responsible for making appropriate payments to any Indemnitees, and shall indemnify Contractor for any claims by the Indemnitees arising out of Owner's failure to make such payments.

The indemnification obligations herein shall survive the completion of the Work under the Contract and/or expiration or termination of the Contract.

Contractor agrees to carry insurance for this purpose as set out in the specifications. See Section I-14 of the Instructions to Bidders, entitled LIABILITY INSURANCE; and Article 7 of the General Provisions, entitled CONTRACTOR'S INSURANCE; and the Special Provisions for insurance specifications and coverage. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitees. The indemnification obligations herein shall be in effect without regard to whether or not Owner, Contractor, or any other person maintains, or fails to maintain, insurance coverage, or a self-insurance program, for any such indemnified claims.

8. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

- Notice Inviting Bids
- Instructions to Bidders
- Bid Proposal and Declaration
- Bid Schedule
- Information Required of Bidder
- List/ Designation of Subcontractors
- Bid Security Form and Bid Bond or other Bid Security
- Non-Collusion Declaration of Contractor
- Agreement Form
- Faithful Performance Bond
- Payment Bond
- Non-Collusion Declarations of Subcontractors
- All Required Insurance Policies and Endorsements

Notice to Proceed
General Provisions
Special Provisions
Specifications
All Addenda as Issued
Drawings/Plans
Requirements, Reports and/or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

9. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

10. If any term, covenant, condition, or provision of this Agreement or any of the Contract Documents is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

11. In employing Contractor to perform the Work contemplated under the Contract Documents, the Owner has relied on the experience, expertise, and integrity of the Contractor. The rights and obligations of the Contractor under this Agreement shall therefore not be assignable without the prior express written consent of the Owner.

12. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

13. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Ventura County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the state courts of the State of California in and for the County of Ventura or in the United States District Court, Central District of California.

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be executed as of the day and year first above written.

"OWNER"

"CONTRACTOR"

By: _____

License No(s). _____

Its: General Manager

Expiration Date(s): _____

[TITLE]

By: _____

By: _____

Its: _____

Its: _____

[TITLE]

[TITLE]

Address: For Giving Notice to Owner

By: _____

1701 N. Lombard Street, Suite 200
Oxnard, CA 93030

Its: _____

[TITLE]

NOTE: Contractor shall furnish, to the satisfaction of Owner's Attorney, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor. Where such verification is a Power of Attorney, it shall be an unrevoked power, and Contractor shall provide an original or certified copy of the original.

MANDATORY FORM

FAITHFUL PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **GSE Construction Company Inc.** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: El Rio Iron and Manganese Water Treatment Plant (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, **GSE Construction Company Inc.**, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT in the sum of **Nine Million Three Hundred Forty-Two Thousand Nine Hundred Dollars (\$9,342,900.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Owner. The Surety stipulates and agrees that none of the aforementioned

MANDATORY FORM

changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligees's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

MANDATORY FORM

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Telephone: _____

Telephone: _____

MANDATORY FORM

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me,
_____, personally appeared
_____, who proved on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-
Fact of _____ (Surety) and acknowledged to me that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

MANDATORY FORM

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the UNITED WATER CONSERVATION DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to **GSE Construction Company Inc.** (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: El Rio Iron and Manganese Water Treatment Plant (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

, THEREFORE, we, **GSE Construction Company Inc.**, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the UNITED WATER CONSERVATION DISTRICT in the sum of **Nine Million Three Hundred Forty-Two Thousand Nine Hundred Dollars (\$9,342,900.00)**, said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Owner. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect

MANDATORY FORM

its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligees's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

MANDATORY FORM

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative
for service for service of process in California)

Telephone:

Telephone:

MANDATORY FORM

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me,
_____, personally appeared
_____, who proved on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-
Fact of _____ (Surety) and acknowledged to me that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

TO BE EXECUTED BY EACH AWARDEE OF A SUBCONTRACT

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

NOTICE TO PROCEED

TO: _____

[CONTRACT AWARDEE]

FROM: Board of Directors, United Water Conservation District

NOTICE IS HEREBY GIVEN that you are authorized and directed to proceed with the following project in accordance with the Contract Documents:

El Rio Iron and Manganese Water Treatment Plant

[IDENTIFICATION OF PROJECT]

The documents checked off below have been received and are on file with the General Manager of United Water Conservation District:

Agreement, fully executed	[]
Payment Bond (100%)	[]
Faithful Performance Bond (100%)	[]
Worker's Compensation Insurance Certificate	[]
Liability Insurance Policy or Certificate, w/ Endorsements	[]
Non-Collusion Declarations	[]
Schedule of Values	[]
Preliminary Construction Schedule	[]

A copy of the Award of Contract has been mailed by this District to the California Division of Apprenticeship Standards, Department of Industrial Relations.

Under the terms of the Contract Documents, work is to start within fifteen (15) calendar days after the Commencement Date set forth below and is to be fully completed within the time set forth in the Agreement.

UNITED WATER CONSERVATION DISTRICT

By: _____

Title: _____

Commencement Date:



Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Maryam Bral, Chief Engineer

Date: June 24, 2021 (July 1, 2021 Committee Meeting)

Agenda Item: 3.4 **Resolution 2021-16 Approving CEQA Notice of Exemption Determination for Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project Motion**

Staff Recommendation:

The committee will consider recommending adopting Resolution 2021-16, approving the California Environmental Quality Act (CEQA) Notice of categorical and emergency project exemption determinations for the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project and allowing staff to file a Notice of Exemption (NOE) with the Ventura County Clerk and Recorder's Office to the full Board.

Discussion:

The District is the lead agency for the Lake Piru Water Treatment Plant (Plant) Slope Repair and Drainage Improvements Project (Project) under CEQA. The proposed project consists of the repair and recompaction of an existing aggregate base surfaced access road and water treatment yard, and installation of a new catch basin and storm drain at the Plant. The project will help United stabilize the Plant and continue to maintain service essential to public health. The project is categorically exempt pursuant the CCR Section 15301 "Existing Facilities" Class 1 and CCR Section 15302 "Replacement or Reconstruction" Class 2. The project is also exempt pursuant to CCR Section 15269 (b) "Emergency Project" as it is necessary for stabilization and is emergency preventative work.

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District's existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The County Clerk and Recorder's Office filing fee for the CEQA NOE is \$50.00 which is included in the Adopted Fiscal Year 2020-2021 Budget.

**Agenda Item 3.1 Resolution 2021-16 Approving CEQA Notice of Exemption
Determination for Lake Piru Water Treatment Plant Slope Repair
and Drainage Improvements Project
Motion**

Attachment A – Notice of Exemption

Attachment B – Resolution 2021-16

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: _____

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

RESOLUTION 2021-16
**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE UNITED WATER CONSERVATION DISTRICT APPROVING THE LAKE PIRU
WATER TREATMENT PLANT SLOPE REPAIR AND DRAINAGE IMPROVEMENTS
PROJECT**

WHEREAS, for the purpose of continued supply of potable water to facilities, the United Water Conservation District (“District”) proposes repairing and recompacting an existing aggregate base surfaced access road and water treatment yard and the installation of a new catch basin and storm drain, at the existing Lake Piru Water Treatment Plant; and

WHEREAS, the Project will be installed on existing District facilities; and

WHEREAS, the beneficiaries of the Project include water users within the District.

NOW THEREFORE, the Board of Directors of United Water Conservation District does hereby **RESOLVE, DETERMINE, and ORDER** as follows:

1. CEQA Compliance

The Board of Directors hereby finds that approval of the Project is not subject to environmental review under the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) (“CEQA”) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), on grounds that the Project is categorically exempt. Specifically, the Board of Directors finds that the Project is categorically exempt pursuant the Class 1, Existing Facilities exemption (State CEQA Guidelines, § 15301), and Class 2, Replacement or Reconstruction exemption (State CEQA Guidelines, § 15302). The project is also exempt pursuant to the Emergency Project exemption (State CEQA Guidelines, § 15269 (b)).

Approval of the Project

The Board of Directors hereby approves the Lake Piru Water Treatment Plant Slope Repair and Drainage Improvements Project and its implementation.

2. Notice of Exemption

The Board of Directors hereby directs Staff to file a Notice of Exemption (“NOE”) for the Project within five (5) working days of the approval of the Project.

PASSED AND ADOPTED THIS 14th DAY OF JULY 2021

Michael W. Mobley, President

Sheldon G. Berger, Secretary/Treasurer



Staff Report

To: Engineering and Operations Committee

Through: Mauricio E. Guardado, Jr., General Manager

From: Brian Collins, Chief Operations Officer

Date: June 25, 2021 (July 1, 2021 Committee Meeting)

Agenda Item: **3.5 Approving the procurement of a long reach excavator**
Motion

Staff Recommendation:

The committee will consider recommending approval of the motion item that considers authorizing the General Manager or his designee to execute the procurement of a used long reach excavator in the amount of up to \$281,000 to the full Board.

Discussion:

In December 2020, the full Board authorized the supplemental appropriation to purchase the Eddy Pump dredge unit after the successful removal of riverine sediment from the forebay of the Freeman Diversion Facility. Staff utilized a rental long reach excavator and a rental Hydraulic Power Unit (HPU) to support the dredge activities for the 2020 sediment removal evolution.

Staff is proposing to procure a good quality, used long reach excavator to support earthmoving maintenance functions throughout the District and to facilitate future Eddy Pump dredge operations which support maintaining surface water conveyance capabilities of the Freeman Diversion. Minor modifications to the excavator hydraulic unit will allow the proposed excavator to directly provide motive force to the District owned dredge unit.

Environmental services successfully secured a permit extension for dredging activities for 4 additional years.

Mission Goal:

Meets Mission-Related Goal B, System Reliability – Ensure that the District’s existing and planned water supply, conveyance, and recharge systems meet regional needs, including emergency response.

Fiscal Impact:

The total procurement cost of \$281,000 is included in the Fiscal Year 2021-22 Budget.
