

**AVSWCA**

Antelope Valley State Water Contractors Association

www.avswca.org**COMMISSIONERS**

ROBERT PARRIS, *Chair*
BARBARA HOGAN, *Vice Chair*
LEO THIBAUT, *Treasurer-Auditor*
KATHY MAC LAREN, *Secretary*
KEITH DYAS, *Commissioner*
MARCO HENRIQUEZ, *Commissioner*

OFFICERS

MATTHEW R. KNUDSON, *General Manager*
PETER THOMPSON II, *Asst. General Manager*
TOM BARNES, *Resources Manager*
DENNIS HOFFMEYER, *Controller*
DANIELLE HENRY, *Management Analyst*

January 16, 2019

***Agenda for the Regular Meeting of the
Commissioners of the Antelope Valley State Water Contractors
Association to be held at the Palmdale Water District office
at 2029 East Avenue Q, Palmdale
Thursday, January 24, 2019
6:00 p.m.***

NOTE: To comply with the Americans with Disabilities Act, to participate in any Association meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to an Association meeting to inform us of your needs and to determine if accommodation is feasible.

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the Palmdale Water District's office located at 2029 E. Ave. Q, Palmdale. Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the Association to carry out its meeting will not be permitted and offenders will be requested to leave the meeting.

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance.
- 2) Roll call.
- 3) Adoption of agenda.
- 4) Public comments for items not on the agenda.
- 5) Consideration and possible action on minutes of regular meeting held November 15, 2018.
- 6) Payment of bills.

- 7) Consideration and possible action on election of officers. (General Manager Knudson)
- 8) Consideration and possible action on professional services agreement with Woodard & Curran for the Antelope Valley IRWM Plan Update and preparation of Proposition 1 Implementation Grant Applications. (General Manager Knudson)
- 9) Consideration and possible action on participation of SMART Water Expo with 2019 Home Show. (Assistant General Manager Thompson II)
- 10) Report of General Manager and Assistant General Manager.
 - a) Update on proposed east side recycled water line project.
 - b) Update on Big Rock Creek Joint Groundwater Recharge Project.
 - c) Update on Financial Analysis Study for Providing Replacement Water to the Antelope Valley.
 - d) Update on Antelope Valley Watermaster meetings.
 - e) Update on Antelope Valley and Fremont Basin IRWMP Stakeholder meetings.
- 11) Report of Resources Manager.
 - a) Commission photo for AVSWCA.org website.
- 12) Report of Controller.
 - a) Update on Revenue, Expenses and Change in Net Position.
- 13) Reports of Commissioners.
 - a) Update on AVSWCA Strategic Water Plan Ad Hoc Committee meeting.
(Chair Parris)
- 14) Report of Attorney.
- 15) Commission members' requests for future agenda items.
- 16) Consideration and possible action on scheduling the next Association meeting.
- 17) Adjournment.



National Experience. Local Focus.

January 11, 2019

Matt Knudson
Antelope Valley State Water Contractors Association
c/o Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Subject: Proposal for Antelope Valley IRWM Plan Update and Preparation of Proposition 1 Implementation Grant Application

Dear Mr. Knudson:

Woodard & Curran is pleased to present this letter proposal to assist the Antelope Valley State Water Contractors Association (AVSWCA) in updating Antelope Valley's Integrated Resources Water Management (IRWM) Plan in preparation Proposition (Prop) 1 Implementation Grant application for funding under the CA Department of Water Resources' (DWR's) IRWM Program.

BACKGROUND

DWR is administering \$418 million in Proposition 1 IRWM implementation funding to support projects and programs that assist water infrastructure systems adapt to climate change, promote collaborative water resource management, and improve regional water self-reliance. The Lahontan Funding Area that the Antelope Valley is a part of has \$24.5 million in Prop 1 IRWM funds.

PROJECT TEAM

The project team that will be responsible for the preparation of the full Antelope Valley IRWM Plan Update and Prop 1 Implementation Grant application includes myself as Principal in Charge and members of our support staff who are familiar with IRWM planning and grant preparation. Our team brings history and experience with the Antelope Valley IRWM Region with our previous work on the Antelope Valley 2013 IRWM Plan Update, Antelope Valley Prop 1E Grant application, and Prop 84 IRWM Round 2 and Round 3 Grant applications. Woodard & Curran as a company has worked on numerous IRWM Plan updates and IRWM grant applications throughout the State.

In keeping with the timeline proposed in 2017 for the IRWM Plan updates, Woodard & Curran has already performed some work scoped for the Full IRWM Plan Update under the Basic IRWM Plan Update contract. The attached scope of work and fee have been updated to reflect this work, including two stakeholder meetings in 2018 and extensive project solicitation efforts. The scope of work is provided as Attachment A, the fee estimate is provided as Attachment B. These documents reflect our most recent understanding of the tasks to be completed and our anticipated level of effort to assist AVSWCA in achieving its objectives. Please do not hesitate to contact me at 213-223-9469, bdietrick@woodardcurran.com with any questions you may have. We look forward to working with you on this exciting project.

Sincerely,

Brian Dietrick, P.E.
Senior Project Manager



ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of January, 2019, by and between **Antelope Valley State Water Contractors Association**, (“**Association**”) and **Woodard & Curran** an entity with its principal place of business at 888 South Figueroa, Suite 1700 Los Angeles, CA 90017 (“**Consultant**”). Association and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

2. RECITALS.

2.1 Association. A joint power authority created in 1999, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Association on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Engineering and Integrated Regional Water Management Planning** to public clients, is licensed in the State of California, and is familiar with the plans of the Association.

2.3 Project. Association desires to engage Consultant to render such services for the preparation of **Antelope Valley IRWM Plan Update and Preparation of Proposition 1 Implementation Grant Applications** (“**Project**”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Association all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project (“**Services**”). The Services are more particularly described in Attachment “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 24, 2019** to **December 31, 2019**, unless earlier terminated as provided herein. Consultant shall

complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Association retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the Association and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Association shall respond to Consultant's submittals in a timely manner. Upon request of the Association, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the Association.

3.2.4 Substitution of Key Personnel. Consultant has represented to the Association that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the Association. In the event that the Association and Consultant cannot agree as to the substitution of key personnel, the Association shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Association, or who are determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Association. The key personnel for performance of this Agreement are as follows: **Brian Dietrick.**

3.2.5 Association's Representative. Association hereby designates **Matthew Knudson**, or his or her designee, to act as its representative for the performance of this Agreement ("Association's Representative"). Association Representative shall have the power to act on behalf of the Association for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Association Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Brian Dietrick** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the Association's staff in the performance of Services and shall be available to the Association's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Association, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Association, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Association, Consultant shall be solely responsible for all costs arising

therefrom. Consultant shall defend, indemnify and hold the Association, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the Association that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Association that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Association to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) The Association, its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) The Association, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Association, its officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Association; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Association. Consultant shall guarantee that, at the option of the Association, either: (1) the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the Association, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Association.

3.2.10.8 Verification of Coverage. Consultant shall furnish the Association with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Association. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the Association if requested. All certificates and endorsements must be received and approved by the Association before work commences. The Association reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **[Two hundred forty-seven thousand eighteen dollars] (\$247,018)** without written approval of the Association's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the Association a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The Association shall, within forty-

five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Association.

3.3.4 Extra Work. At any time during the term of this Agreement, the Association may order that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the Association to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Association’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. **Since** the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and **since** the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the Association, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective April 1, 2015, if the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Association during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The Association may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the Association, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the Association may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Association may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Antelope Valley State Water
Contractors Association**
2029 East Avenue Q
Palmdale, CA 93550
Attn: Matthew Knudson

Consultant
Woodard & Curran
888 South Figueroa, Suite 1700 Los
Angeles, CA 90017
Attn: Brian Dietrick

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the Association to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works

of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting (“CADD”) data, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that the Association is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Association. The Association shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the Association’s sole risk. Any CADD data delivered to the Association shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the Association, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the Association’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Association.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Association, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of

the Consultant's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Association, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Association, its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Association, its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Association, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 The Association's Right to Employ Other Consultants. The Association reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Association. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the Association include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor, has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Association shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of the Association, during the term of his or her service with the Association, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Association. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

ANTELOPE VALLEY STATE WATER
CONTRACTORS ASSOCIATION

WOODARD & CURRAN

By: _____
MATTHEW KNUDSON
GENERAL MANAGER

By: _____
BRIAN DIETRICK
SENIOR PROJECT MANAGER

Attachment A: Scope of Work and Budget

This scope of work describes the work items to be performed by Woodard & Curran in preparing an IRWM Plan update and Prop 1 Implementation Grant application. It is important to note that this scope and associated budget have been developed based on the 2016 Integrated Regional Water Management Grant Program Guidelines and Draft Prop 1 Implementation Grant Proposal Solicitation Package (PSP) released by DWR in October of 2018. It is possible that the application requirements may change with DWR's release of the Final PSP, presently scheduled for early 2019. If there are changes, Woodard & Curran will coordinate with AVSWCA to determine if adjustments to the contract, scope of work, etc. are necessary.

Task 1 – Basic IRWM Plan Update

For project proposals to be eligible for Prop 1 funding, the Antelope Valley IRWM Plan must be updated to comply with the recent IRWM 2016 Plan Standards.

Subtask 1.1 – 2016 Guidelines for Grant Compliance

Woodard & Curran will provide a basic update to the Antelope Valley IRWM Plan in compliance with the IRWM 2016 Plan Standards and prepare the Antelope Valley Region for Prop 1 funding. The main required updates to the 2012 IRWM Plan Standards are summarized below. **Bold** indicates DWR priorities for Round 1 Implementation Grants.

IRWM Plan Standards	2016 Updates to 2012 IRWM Plan Standards
Region Description	Update water quality to include nitrate, arsenic, perchlorate, or hexavalent chromium contamination.
Plan Objectives	Address changes in runoff and recharge, energy consumption, and options for carbon sequestration and renewable energy usage.
Resources Management Strategies	Include the CWP 2013 Resource Management Strategies Updates.
Project Review Process	Update project list and approval by Regional Water Management Group (RWMG).
Plan Performance and Monitoring	Add policies and procedures that promote adaptive management.
Local Water Planning	Develop and incorporate a Stormwater Resources plan if the Region expects to apply for grants related to stormwater and dry weather runoff capture projects.
Local Land Use Planning	Facilitate information sharing and collaboration with regional land use planning.
Climate Change	Address priority vulnerabilities, explore adaptations needed mitigate changes in runoff caused by climate change, and analyze the effects of sea level rise as they pertain to imported water supplies.

Deliverables

- Final updated AV IRWM Plan compliant with IRWM 2016 Plan Standards

Assumptions

- Requests for information will be responded to in a timely manner (assume two weeks for most types of data)
- Reviews of draft documents will be completed within two weeks

Subtask 1.2 – A-Team Calls and/or Stakeholder Workshops

Woodard & Curran will attend three stakeholder calls and/or workshops in 2017 to discuss IRWM Plan updates and program guidelines. Preliminary discussions regarding the project solicitation process and potential project proposals will be held during the calls/workshops in preparation for Prop 1 grant applications. The preliminary project solicitation activities include updating the status of projects already on Region's project list.

Deliverables

- Meeting agendas
- Updated contact list

- Presentations and meeting notes
- Meeting minutes
- Updated project status information for projects already on 2013 IRWM project list

Assumptions

- Meetings expected to be 2 hours in length and no more than 2 staff will attend in person
- Budget includes travel time and meeting time
- Meetings will be announced on the website and via the existing email distribution list

Task 2 – Full IRWM Plan Update

Woodard & Curran will conduct an extensive, full update of the Antelope Valley IRWM Plan so that the plan is reflective of the current conditions in the Region. The update is necessary for identifying pertinent water management issues and adjusting IRWM Plan objectives to better address existing Regional needs. The extent of the full update is defined below.

Subtask 2.1 – Supply/Demand Related Updates

Water supply and demand in the Antelope Valley IRWM Region will be reassessed using the most current data available. Updated calculations will reflect recent droughts, climate change impacts, population growth, and other relevant parameters. Updated knowledge on existing conditions will help inform water management decisions in the Antelope Valley Region.

Deliverables

- Updated water supply and demand calculations to be included in the IRWM Plan

Assumptions

- Updates will rely on updated 2015 Urban Water Management Plans and other existing data. No new data will be collected.

Subtask 2.2 – New Project Solicitation and Prioritization

Woodard & Curran will continue the solicitation process, prioritization process, and assessment process for the Region. This will aid with updating the current implementation and conceptual project lists found in the Antelope Valley 2013 IRWM.¹ The new project solicitation and prioritization process entails:

- Developing a project solicitation template that provides the RWMG with the necessary information to fully evaluate the proposed projects
- Distributing the project solicitation form to stakeholders via hard copy at workshops, by email request, and on the AV IRWMP website (AVWATERPLAN.ORG).
- Compiling project proposal solicitations and associated grant applications in an Excel database
- Assessing and adding new projects using the approved project prioritization criteria
- Reevaluating prioritized projects listed in the 2013 IRWM document
- “Retiring” projects that have been completed or are no longer relevant

An updated project list that is consistent with the adopted IRWM Plan will be presented to the RWMG and stakeholders for review. Once accepted, the implementation and conceptual project lists will be added to the Antelope Valley IRWM Plan.

Deliverables

- Project Information Template
- Database of submitted project proposals
- Draft and final project lists
- Updated prioritized implementation and conceptual project lists in Antelope Valley IRWM Plan

Subtask 2.3 – Draft 2018 IRWM Plan Update

Woodard & Curran will deliver a Draft IRWM Plan to the RWMG with updates including but not limited to the previous subtasks. Governance, region description, objectives, and other Plan standards will also be updated to better reflect the current conditions of the Region. The RWMG will review the draft and Woodard & Curran will incorporate comments as appropriate. The Draft IRWM Plan will then be made available for

¹ Woodard & Curran was granted a \$8,002 budget amendment from the City of Palmdale on 12/4/2018 to cover work performed in Subtasks 2.2 and 2.6 under the Basic IRWM Plan Update contract. This amendment has already been used to fund preliminary project solicitation efforts and database updates scoped in Subtask 2.2.

comment by stakeholders and the general public. Woodard & Curran will compile and respond to stakeholder and public comments for RWMG review.

Deliverables

- Draft Antelope Valley 2019 IRWM Plan
- Compiled public comments and responses

Subtask 2.4 – Final 2018 IRWM Plan Update

A Final IRWM Plan will be prepared incorporating RWMG, stakeholder, and public comments received during the public review period as needed. The Final 2019 IRWM Plan will best reflect the current conditions in the Antelope Valley Region and fully comply with DWR's 2016 IRWM Plan Standard Requirements.

Deliverables

- Final Antelope Valley 2019 IRWM Plan

Subtask 2.5 – Final Review and Coordination with DWR

Woodard & Curran will facilitate communication with DWR to verify compliance with IRWM Guidelines and eligibility for Prop 1 IRWM Implementation funding and address potential comments from DWR.

Deliverables

- Meeting minutes
- Response to comments

Subtask 2.6 – A-Team Calls and Stakeholder Workshops

Woodard & Curran will attend two² calls and/or workshops in 2018 and six in 2019 to maintain the RWMG, stakeholder groups, DACs/EDAs, and the general public involved in the IRWM Plan update process. For each meeting, Woodard & Curran will be responsible for preparing, facilitating, and participating in discussions related to IRWM Plan updates. Information to be added and/or updated in the Plan will be gathered from these meetings.

Deliverables

- Agendas for eight meetings
- Presentations and presentation handouts
- Minutes for eight meetings
-
- DAC and Tribal representative contact list

Assumptions

- Meetings expected to be 2 hours in length and no more than 2 staff will attend in person
- Budget includes travel time and meeting time
- Meetings will be announced via the existing email distribution list

Task 3 – Grant Application

Woodard & Curran will assist the Region in preparation of Prop 1. Implementation Grant applications. It is expected that DWR will provide Implementation Funding through two rounds. The budget for this Task currently assumes that application preparation will cost approximately \$20,000 per project and up to four projects for the two application rounds will be submitted, for a total Task budget of \$80,000.

Deliverables

- Grant application materials for up to four (4) projects seeking Prop 1 implementation funding

Assumptions

- Draft Prop 1 Implementation Grant PSP release is scheduled for Winter of 2018
- Final Prop 1 Implementation Grant PSP release is scheduled for early 2019

² Woodard & Curran was granted a \$8,002 budget amendment from the City of Palmdale on 12/4/2018 to cover work performed in Subtasks 2.2 and 2.6 under the Basic IRWM Plan Update contract. One of the two stakeholder meetings scoped in 2018 (10/17/2018) has already been billed to the amendment.

Budget

The original scope of work submitted in October 4, 2017, included the basic AV IRWM Plan update to comply with 2016 IRWM Plan Standards in addition to the full AV IRWM Plan update. The original scope of work had an estimated fee of approximately \$300,000. The first task of updating the plan to comply with 2016 IRWM Plan Standards has already been completed in addition to preliminary work scoped under Subtasks 2.2 and 2.6. This budget revision excludes the \$45,000 received for the Basic AV IRWM Plan Update as well as the additional \$8,002 budget amendment received from the City of Palmdale to fund preliminary work under Subtasks 2.2 and 2.6.

The remaining scope of work, as outlined herein, can be completed for an estimated budget of approximately **\$247,000**. A full Antelope Valley IRWM update (so that the plan reflects current regional conditions) is **\$166,400**. Grant application preparation is estimated at **\$80,600** based on the assumptions above. The table in Attachment B provides a detailed breakdown of this budget by task.

Schedule

Attachment C illustrates our proposed schedule for completing the tasks outlined in this proposal. The Schedule assumes that the final PSP will be released Summer 2019.



National Experience. Local Focus.

Fee Estimate

Antelope Valley Water Contractors Association Antelope Valley IRWM Plan **2019** Update

Tasks	Labor				Total Hours	Total Labor Costs (1)	Total Fee
	Brian Dietrick	Josh Uecker	Vanessa De Anda	Cathy Macklin			
	PIC	PM	Planner	Support Team			
	\$266	\$205	\$152	\$105			
	\$282	\$221	\$162	\$110			
Task 1: Basic IRWM Plan Update							
1.1 2016 Guidelines for Grant Compliance	20	35	50		105	\$21,475	\$21,475
1.2 A-Team Calls and/or Stakeholder Workshops (3-2 hr meetings)	50	12	55	8	125	\$26,542	\$26,542
Subtotal Task 1:	70	47	105	8	230	\$48,017	\$48,017
Task 2: Full IRWM Plan Update							
2.1 Supply/Demand Related Updates	32	45	80		157	\$31,929	\$31,929
2.2 New Project Solicitation and Prioritization	10	12	24		46	\$9,360	\$9,360
2.3 Draft 2018 IRWM Plan Update	32	45	80	1	158	\$32,039	\$32,039
2.4 Final 2018 IRWM Plan Update	32	45	80	1	158	\$32,039	\$32,039
2.5 Final Review and Coordination with DWR	10	8	4		22	\$5,236	\$5,236
2.6 A-Team Calls and Stakeholder Workshops	77	70	112	4.5	263.5	\$55,823	\$55,823
Subtotal Task 2:	193	225	380	6.5	804.5	\$166,426	\$166,426
Task 3: Grant Application							
3.1 Round 1 Application 1	23	32	40	1	96	\$20,148	\$20,148
3.2 Round 1 Application 2	23	32	40	1	96	\$20,148	\$20,148
3.3 Round 2 Application 1 3	23	32	40	1	96	\$20,148	\$20,148
3.4 Round 2 Application 2 4	23	32	40	1	96	\$20,148	\$20,148
Subtotal Task 3:	92	128	160	4	384	\$80,592	\$80,592
TOTAL	285	353	540	10.5	1188.5	\$247,018	\$247,018

1. The individual hourly rates include salary, overhead and profit.

2. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

Attachment C: Proposed Project Schedule

	2019											
	J	F	M	A	M	J	J	A	S	O	N	D
IRWM Plan Preparation												
IRWM Plan Adoption												
Project Prioritization and Selection												
Prop 1 Round 1 App.				Funding area workshop		Prepare grant application		Submit DWR				
Stakeholder meetings		★		★		★		★		★		★

COMMISSIONER INFORMATION

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JAN 14 2019



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W.D. "Bill" Knutson

Steven LaMar

Melody A. McDonald

J. Bruce Rupp

Kathleen Tiegs

January 10, 2019

Antelope Valley State Water Contractors Association (A013)
Matthew Knudson
2029 East Avenue Q
Palmdale, CA 93550-4050

Dear Matthew:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Antelope Valley State Water Contractors Association (A013) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2019.

Sincerely,

E.G. "Jerry" Gladbach
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Antelope Valley State Water Contractors Association

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Liability Program for the period 10/01/2014 - 09/30/2017
announced at the Board of Directors' Meeting in San Diego.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



November 26, 2018