

## Memorandum

**To:** Salton Sea Authority Board of Directors  
**From:** G. Patrick O'Dowd, Executive Director /GM  
**Date:** February 17, 2025

**Re: Desert Shores Restoration Project – Prevailing Wage Reporting**

On November 16, 2023, this board approved the engagement of Gafcon, Inc. to provide certain services relating to feasibility and community engagement for the Desert Shores Restoration Project. As a result of that effort and due to the lack of anticipated information regarding local hydrology, it was determined necessary to seek additional support for testing. At your direction, an RFP was issued and Nichlaus Engineering was selected to provide these services, pursuant to a contract approved by this board on November 14, 2024.

We are informed that Nicklaus Engineering and their subcontractors will be undertaking work subject to prevailing wage laws. Accordingly, it will be the Authority's responsibility to submit certified payroll reports documenting workers' wages, hours, and classifications, and ensuring compliance with California's prevailing wage laws.

Gafcon's Labor Relations Dept. provides labor compliance services to mitigate risks for owners involved in construction projects. The effectiveness of Gafcon's processes gained their recognition as one of California's first State-approved labor compliance programs. Gafcon has proposed an amendment to our Services Agreement that will permit them to perform these services for the Authority with respect to this project. Our fee for these services is \$1,845.

**Recommendation:**

Authorize staff to amend the Gafcon agreement to provide compliance services through its Labor Relations Department for a fee not to exceed \$1,845 for the life of the Nichlaus contract.

**AMENDMENT 03 TO CONTRACT**

**GAFCON PM-CM LLC**

***Labor Compliance Services***

This amendment (the "**Amendment**"), effective as of January 22, 2025, between the Salton Sea Authority, a California Joint Powers Agency ("**Authority**") and Gafcon PM-CM LLC, a Delaware limited liability company licensed to do business within the state of California ("**Consultant**"), parties to the AGREEMENT FOR SERVICES dated October 24, 2023 (the "**Agreement**").

The Agreement is amended as follows:

1. SCOPE OF SERVICES:

- a. Consultant shall perform the labor compliance services as set forth in the Fee Schedule attached as Exhibit A in relation to the Desert Shores Restoration Project Feasibility Study being performed by Nicklaus Engineering, Inc.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**ACKNOWLEDGED AND AGREED:**

**SALTON SEA AUTHORITY**

**GAFCON PM-CM LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: G. Patrick O'Dowd

Name: Robin Duveen

Title: Executive Director

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Fee Schedule**



## Fee Schedule

Gafcon proposes a **not-to-exceed fee of \$1,845.00**, in accordance with the below proposed hourly rates for the Salton Sea Authority Project, with an anticipated work schedule of 1 month and 2 months of close-out.

We utilize a not-to-exceed model to allow us to monitor the project as efficiently and cost effectively as possible, thus consistently resulting in cost savings to the client. This fee includes everything associated with the monitoring and enforcement of the Project as required by the State of California DIR and the Authority.

Gafcon PM-CM LLC is not a law firm and its services do not constitute legal advice. If you require legal advice, you should consult with an attorney.

Proposed Staff	Hourly Rate	Proposed Hours	Total
Italia Gray, Labor Relations Analyst	\$95.00	15	\$1,425.00
Flavia Leon, Labor Relations Coordinator	\$70.00	6	\$ 420.00
			<b>\$1,845.00</b>