



Tuesday, February 12, 2013
Special Meeting – 6:00 p.m.

ROLL CALL:

- Gustavo V. Camacho, President
- Brent A. Tercero, Vice President
- Bob J. Archuleta, Commissioner
- David W. Armenta, Commissioner
- Gregory Salcido, Commissioner

**Council Chambers
6615 Passons Blvd.**

Next Resolution No. 13-30
Next Ordinance No. 13-01
Next Agreement No. 13-15

1st PERIOD OF PUBLIC COMMENTS - IF YOU WOULD LIKE TO SPEAK ON ANY LISTED AGENDA ITEMS, PLEASE FILL OUT A GREEN PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

Any materials related to an item on the Agenda for open session submitted to the Water Authority after distribution of the agenda packet will be available for public inspection at City Hall (front counter), 6615 Passons Blvd., Pico Rivera, during normal business hours.

PLEASE TURN OFF ALL PAGERS AND/OR PHONES WHILE MEETING IS IN SESSION AND PLEASE REFRAIN FROM TEXTING DURING THE MEETING

In compliance with the Americans with Disabilities Act of 1990, the City of Pico Rivera is committed to providing reasonable accommodations for a person with a disability. Please call City Clerk’s office at (562) 801-4389 if special accommodations are necessary and/or if information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

CONSENT CALENDAR ITEMS:

All items listed on the Consent Calendar may be acted on by a single motion without separate discussion. Any motion relating to a Resolution or Ordinance shall also waive the reading of the titles in full and include its adoption as appropriate. If discussion or separate vote on any item is desired by a Commissioner or staff, that item may be removed from the Consent Calendar for separate consideration.

CONSENT:

1. Minutes:

- Water Authority Regular meeting of January 22, 2013.

Recommendation: Approve

2. Pico Rivera Water Authority Meter Replacement at Well Nos. 3, 5, 6, and 12 – CIP No. 21250 – Award of Contract. (500)

Recommendation:

1. Award a contract in the not-to-exceed amount of \$71,231 to Stephen Doreck Equipment, Inc., for the Pico Rivera Water Authority (PRWA) Meter Replacement at Well Nos. 3, 5, 6, and 12, CIP No. 21250, and authorize the President to execute the contract in a form approved by the General Counsel; and
2. Appropriate \$71,231 in Water Funds to the PRWA Meter Replacement, CIP No. 21250.

LEGISLATION: None.

NEW BUSINESS:

OLD BUSINESS:

2ND PERIOD OF PUBLIC COMMENTS – THIS TIME IS RESERVED FOR COMMENTS THAT HAVE NOT BEEN ADDRESSED DURING THE MEETING OR THAT ARE NOT LISTED ON THE AGENDA. PLEASE FILL OUT A BLUE PUBLIC COMMENT REQUEST FORM AND PROVIDE IT TO THE STAFF MEMBER AT THE BACK TABLE BEFORE THE MEETING STARTS.

When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

ADJOURNMENT:

AFFIDAVIT OF POSTING

I, Anna M. Jerome, Assistant City Clerk, for the City of Pico Rivera Water Authority, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Pico Rivera City Hall bulletin Board, Pico Rivera Post Office and Parks: Smith, Pico and Rivera and full agenda packets distributed to the Mines and Serapis Libraries, which are available for the public to view. Additionally, agenda was distributed to members of the media on this the 8th day of February, 2013.

Dated this 8th, day of February, 2013



Anna M. Jerome, CMC
Assistant City Clerk

SB343 NOTICE

In compliance with and pursuant to the provisions of SB343 any public writing distributed by the City Clerk to at least a majority of the City Council Members regarding any item on this regular meeting agenda will be available on the back table at the entrance of the Council Chamber at the time of the City Council meeting and at the counter of City Hall at 6615 Passons Boulevard, Pico Rivera, California during normal business hours.



Tuesday, January 22, 2013

A Regular Meeting of the Water Authority was held in the Council Chamber, Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California.

Authority President Camacho called the meeting to order at 6:00 p.m.

PRESENT: Commissioners Archuleta, Armenta, Salcido, Tercero, Camacho

ABSENT: None

1st PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY: None.

CONSENT CALENDAR:

1. Minutes:

- Approved Water Authority Special meeting of January 8, 2013.

2. Establish New Water Rates.

(700)

This item was pulled from the Consent Calendar for further clarification and discussion.

Motion by Commissioner Armenta, seconded by Commissioner Archuleta to approve Consent Calendar Item No. 1. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

CONSENT CALENDAR ITEMS PULLED:

2. Establish New Water Rates.

(700)

Commissioners discussed the recommendation from the Ad Hoc Committee pertaining to water rate increases and the reasons that President Camacho as a member of the Ad Hoc Committee did not support the increase.

Motion by Commissioner Armenta, seconded by Commissioner Salcido to approve second reading and adoption of Resolution 13-29 establishing a revised schedule of water service rates and charges.

Resolution No. 13-29 A RESOLUTION OF THE PICO RIVERA WATER
AUTHORITY ESTABLISHING A REVISED SCHEDULE OF WATER
SERVICE RATES AND CHARGES

AYES: Archuleta, Armenta, Salcido, Tercero

NOES: Camacho

LEGISLATION: None

2nd PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY RELATED BUSINESS:

None.

ADJOURNMENT:

Authority President Camacho adjourned the meeting at 7:27 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

Gustavo V. Camacho, President

ATTEST:

Anna M. Jerome, Authority Secretary

I hereby certify that the foregoing is a true and correct report of the proceedings of the Water Authority Regular meeting dated January 22, 2013 and approved by the Water Authority on February 12, 2013.

Anna M. Jerome, Authority Secretary



To: President and Commissioners

From: Executive Director

Meeting Date: February 12, 2013

Subject: PICO RIVERA WATER AUTHORITY METER REPLACEMENT AT WELL NOS. 3, 5, 6, AND 12 - CIP NO. 21250 – AWARD OF CONTRACT

Recommendation:

- 1) Award a contract in the not-to-exceed amount of \$71,231 to Stephen Doreck Equipment, Inc., for the Pico Rivera Water Authority (PRWA) Meter Replacement at Well Nos. 3, 5, 6, and 12, CIP No. 21250, and authorize the President to execute the contract in a form approved by the General Counsel; and
- 2) Appropriate \$71,231 in Water Funds to the PRWA Meter Replacement, CIP No. 21250.

Fiscal Impact: \$71,231 (Pico Rivera Water Authority Funds)
CIP Account No. 550-7340-44500-21250

Discussion:

The existing water meters at the Well Nos. 3, 5, 6, and 12 were installed more than 10 years ago. Recently, it was determined by water operations staff that the accuracy of these water meters is well below the normal industry standards of $\pm 2\%$. Further, the digital displays in the local meter panels for the flow data have been defective for some time and the signal system associated with the meters have not been working properly. In view of this, staff recommends replacing these meters with new units. The new meters will be equipped with communication devices that will link them to the Field Operations Center of the Water Division via the proposed Supervisory Control and Data Acquisition (SCADA) System for remote meter reading.

Staff solicited quotations from three qualified contractors for this work and on January 24, 2013, two (2) quotations were received as follows:

<u>Contractor</u>	<u>Bid Amount</u>
1. Stephen Doreck Equipment, Inc.	\$71,230.79
2. Mike Bubalo Construction Company, Inc.	\$90,000.00
3. J A Salazar Construction	No Response

(Quotation Schedule is attached as Enclosure 2)

Analysis of the quotations confirmed that Stephen Doreck Equipment, Inc. was the lowest, responsible bidder at a quoted price of \$71,230.79. The Engineer's estimate for the project was \$80,000.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 02/12/13
PICO WATER AUTHORITY METER REPLACEMENT AT WELLS 3, 5, 6, AND 12 - CIP NO. 21250
– AWARD OF CONTRACT

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Stephen Doreck Equipment, Inc. has proven experience of performing this type of work. Recently, they successfully completed a pipeline repair project at PRWA Plant No. 3 . In the past they have completed projects consisting of installation of meters for the City of Long Beach, Water Department.

Staff's recommendation is that the Board award a contract for the amount of \$71,231 to Stephen Doreck Equipment, Inc.

The anticipated schedule for the project is as follows:

- | | |
|-------------------------------|---------------|
| • Award Construction Contract | February 2013 |
| • Start Construction | April 2013 |
| • Complete Construction | May 2013 |

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the PRWA Meter Replacement project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing public facility such as a water well site.



Ronald Bates

RRB:AC:AA:lg

Enc.

- 1) Contract
- 2) Quotation Schedule
- 3) Vicinity Map
- 4) Notice of Exemption

PUBLIC WORKS CONTRACT SERVICES AGREEMENT

PICO RIVERA WATER AUTHORITY METER REPLACEMENT AT WELLS 3, 5, 6, AND 12 CIP NO. 21250

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2013 by and between the PICO RIVERA WATER AUTHORITY, a municipal corporation, (herein "PRWA") and Stephen Doreck Equipment Rentals, Inc., (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. PRWA requires services for the construction of PRWA Meter Replacement at Wells 3, 5, 6, and 12. Contractor has represented to PRWA that Contractor is qualified to perform said services and has submitted a proposal to PRWA for same.

B. PRWA desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, PRWA and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the PRWA entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** - PRWA'S agreement with Contractor for meter replacement at the above-mentioned wells consists of the following Contract Documents:

- a. This Agreement entitled above as, "PUBLIC WORKS MAINTENANCE CONTRACT SERVICES AGREEMENT, PICO RIVERA WATER AUTHORITY METER REPLACEMENT AT WELLS 3, 5, 6, AND 12, CIP NO. 21250";
- b. Special Provisions;
- c. Quotation;
- d. Bond for Faithful Performance;
- e. Bond for Labor and Material;
- f. Notice of Award;

- g. Notice to Proceed;
- h. Escrow Agreement;
- i. Schedule of Non-Working Fridays;
- j. Waste Management Plan;
- k. Supplemental Information Form;
- l. Tax Identification Number Form;
- m. Guarantee;
- n. Any Change Orders approved by PRWA;
- o. And any and all schedules and attachments which are incorporated as if fully set forth herein

1.3 **Order of Preference of Documents** - In the event of an inconsistency among the Contract Documents, the Contract Documents shall have the following order of preference:

- 1. This Agreement
- 2. Special Provisions
- 3. Plans and Specifications
- 4. Greenbook

1.4 **Additional Services** - PRWA shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said extra work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer (as identified in Section 5.2) to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Commissioners. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

2. GENERAL CONDITIONS

2.1 **Compliance with Law** - The Contractor shall keep itself informed of local, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the PRWA and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Neither the PRWA, nor their officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

2.2 **Licenses, Permits, Fees, and Assessments** - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by

law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless PRWA against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against PRWA hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.2.

2.3 Familiarity with Work - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the PRWA of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.4 Care of Work - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by PRWA, except such losses or damages as may be caused by PRWA's sole negligence.

2.5 Further Responsibilities of Parties - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this Agreement.

2.6 Prevailing Wage Laws - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages which is the minimum amount which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the Director of Public Works and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the PRWA Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2.7 **Type of Contractor's License.** The Contractor shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement: State Contractor's License, Class A.

2.8 **Ineligible Contractor Prohibited.** Any contractor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

3. COMPENSATION

3.1 **Contract Sum** - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of seventy one thousand, two hundred thirty dollars and seventy nine cents (\$71,230.79), (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the PRWA; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized payment request for all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon receipt of a properly presented payment request, the Contract Officer shall process the payment request in accordance with Public Contracts Code Section 20104.50. The Contract Officer shall review the payment request as soon as possible. If the Contract Officer rejects the payment request, it shall be returned to the Contractor within seven days of its receipt by the PRWA with an explanation for the reasons of its rejection. If the payment request is approved in writing by the Contract Officer, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. PRWA shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 3.3 of this Agreement for retention of funds.

3.3 **Retention of Funds** - Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, PRWA shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under this Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the Commissioners, after Contractor shall have furnished PRWA with a release of all undisputed contract amounts, if required by PRWA. In the event there are any claims specifically excluded by Contractor from the operation of the release, the PRWA may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. PRWA's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

4. PERFORMANCE SCHEDULE

4.1 **Time of Essence** - Time is of the essence in the performance of this Agreement.

4-2 **Time of Completion** - The Contractor shall complete all work in every detail within sixty (60) calendar days after the date in the Notice to Proceed.

4.3 **Schedule of Performance** - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "A," if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

4.4 **Force Majeure** - The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the PRWA, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.5 **Term** - Unless earlier terminated in accordance with Section 8.8 or 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the work by the Contract Officer.

5. COORDINATION OF WORK

5.1 **Representative of Contractor** - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Stephen L. Doreck, Vice President
Stephen Doreck Equipment Rentals, Inc.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for PRWA to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may

not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of PRWA.

5.2 **Contract Officer** - The Contract Officer shall be such person as may be designated by the Executive Director or City Engineer of PRWA. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by PRWA to the Contract Officer. Unless otherwise specified herein, any approval of PRWA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the PRWA required hereunder to carry out the terms of this Agreement.

5.3 **Prohibition Against Assignment** - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the PRWA to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of PRWA. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of PRWA.

5.4 **Independent Contractor** - Neither the PRWA nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. PRWA shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of PRWA and shall remain at all times as to PRWA a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the PRWA, nor shall PRWA officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement. PRWA shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 **PERS Eligibility Indemnity** - In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the PRWA, Contractor shall indemnify, defend and hold harmless the PRWA for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the PRWA.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation benefit, or any incident of employment by the PRWA and entitlement to any contribution to be paid by the PRWA for employee contribution and or employee contribution for PERS benefits.

5.6 Identity of Persons Performing Work - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.7 Utility Relocation - PRWA is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. PRWA shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.8 Trenches, Excavations and Unknown Conditions - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a) Contractor shall promptly, and before the following conditions are disturbed, notify PRWA, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b) PRWA shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.4 of this Agreement.

c) That, in the event that a dispute arises between PRWA and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

5.9 **Trench and Pipeline Safety** – If this Agreement is for more than \$25,000 and involves excavation of any trench five feet or more in depth, the Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the PRWA.

6. **INSURANCE, INDEMNIFICATION AND BONDS**

6.1 **Insurance** - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to PRWA, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
(X)	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence
	Risk of Loss Insurance	
	Acts of God Insurance	

CONDITIONS:

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of “A”-minus or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, Pico Rivera Water Authority, California.

Any insurance maintained by the PRWA shall apply in excess of, and not combined with, insurance provided by this policy.

The PRWA, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this Agreement, Contractor shall deliver to the PRWA insurance endorsements confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the PRWA, it shall be Contractor's responsibility to see that the PRWA receives documentation, acceptable to the PRWA, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the PRWA may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement. However, procuring of said insurance by the PRWA is an alternative to other remedies the PRWA may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the PRWA may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the PRWA shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Indemnification - Contractor shall indemnify the PRWA, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the PRWA, its officers, agents or employees, and in connection therewith:

a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b) Contractor will promptly pay any judgment rendered against the PRWA, its officers, agents or employees for any such claims or liabilities arising or alleged to

arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the PRWA, its officers, agents, and employees harmless therefrom;

c) In the event the PRWA, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the PRWA, its officers, agents or employees, any and all costs and expenses incurred by the PRWA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs, experts costs, experts fees, and attorneys' fees for counsel acceptable to PRWA.

d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

e) PRWA shall provide written notice to Contractor of any third party claims in accordance with Public Contracts Code 9201.

The Contractor's indemnification obligations pursuant to this Section 6.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.3 Labor and Materials Bond, Performance Security and Warranty Security - Concurrently with execution of this Agreement, Contractor shall deliver to PRWA a labor and materials bond and a performance security each in the sum of the amount of this Agreement, in the forms provided by the Authority Secretary, which secures the payment of subcontractors, laborers and materialmen, and the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond or security shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement. Prior to the acceptance of the work by the PRWA, Contractor shall deposit with the PRWA a Warranty Bond or Security in the amount of 100% of the amount of this Contract and in a form provided by the PRWA warranting the work and materials for a period of one year from the date of acceptance by the PRWA.

6.4 **Sufficiency of Insurer or Surety** - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the PRWA due to unique circumstances. In the event the Risk Manager of PRWA ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the PRWA, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 6 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the Commissioners of PRWA within ten (10) days of receipt of notice from the Risk Manager.

6.5 **Substitution of Securities** - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under this Agreement for the work to be performed will be permitted at the request and expense of the successful bidder.

7. RECORDS AND REPORTS

7.1 **Reports** - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the PRWA is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

7.2 **Records** - Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of PRWA, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the PRWA shall have access to such records in the event any audit is required.

7.3 **Ownership of Documents** - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of PRWA and shall be delivered to PRWA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by PRWA of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to PRWA of any documents or materials prepared by

them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify PRWA for all damages resulting therefrom.

8. ENFORCEMENT OF AGREEMENT

8.1 **California Law** - This Agreement shall be construed and interpreted both as to validity and as to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 **Disputes** - In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the non-defaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the non-defaulting party shall have the right, in addition to any other rights the non-defaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.3 **Dispute Resolution** – Disputes regarding time extensions or payment amounts must be submitted to a resolution process in accordance with Public Contracts Code 20104-20104.4 as follows:

- (1) Informal negotiation between the PRWA and general contractor.
- (2) Mediation with the general contractor.
- (3) Arbitration.
- (4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

8.4 **Waiver** - No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 **Rights and Remedies are Cumulative** - Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 **Legal Action** - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 **Liquidated Damages** - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the PRWA the sum of one thousand dollars (\$1,000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit A). In addition, liquidated damages may be assessed, in the City's sole discretion, in the amount of one thousand dollars (\$1,000.00) for failure to comply with the emergency call out requirements described in the Scope of Services (Exhibit A). The PRWA may withhold any accrued liquidated damages from any moneys payable on account of services performed by the Contractor.

8.8 **Termination for Default of Contractor** - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, then on the termination date identified in the written notice of termination issued by PRWA to the Contractor, Contractor shall vacate any PRWA owned property which Contractor is permitted to occupy hereunder and PRWA may, after compliance with the provisions of Section 8.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the PRWA shall use reasonable efforts to mitigate such damages), and PRWA may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the PRWA as previously stated. Contractor shall be entitled to compensation only for work completed to PRWA's satisfaction, as determined solely by PRWA.

8.9 **Termination for Convenience** - The PRWA may terminate this Agreement without cause for the convenience of the PRWA upon giving Contractor 30 days' prior written notice of termination of the Agreement. On the termination date identified in the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the PRWA, the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed, as determined solely by the City as completed to the City's satisfaction, up to and including the termination date indicated on the notice of termination, less the amount of progress payments received by Contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the move-off.

3. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. PRWA and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.10 Attorney's Fees - If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including expert fees and expert costs, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

9. PRWA OFFICERS AND EMPLOYEES, NONDISCRIMINATION

9.1 Non-liability of PRWA Officers and Employees - No officer or employee of the PRWA shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the PRWA or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.3 Covenant Against Discrimination - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or

deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To PRWA: Pico Rivera Water Authority
6615 Passons Boulevard
Pico Rivera, California 90660
Attention: City Engineer

To Contractor: Stephen Doreck Equipment Rentals, Inc.
9095 Telegraph Road,
Pico Rivera, CA 90660
Attn: Stephen L. Doreck, Vice President

10.2 **Interpretation** - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.3 **Integration; Amendment** - It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 **Severability** - In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 **Hiring of Undocumented Workers Prohibited** - Contractor shall not hire or employ any person to perform work within the boundaries of PRWA's service area or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

10.6 **Unfair Business Practices Claims** - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

10.7 **Corporate Authority** - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

PICO RIVERA WATER AUTHORITY,
a municipal corporation

By: _____
Anna M. Jerome, Authority Secretary

By: _____
Gustavo V. Camacho, President

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, General Counsel

CONTRACTOR:

By: STEVE DORECK
(Print)

By: _____
(Print)

Signature: [Handwritten Signature]

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (Pico Rivera Water Authority) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the Pico Rivera Water Authority made to you. Other payments may include rents, royalties, commissions, and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PICO RIVERA FINANCE DEPARTMENT
6615 Passons Boulevard
Pico Rivera, California 90660

Exempt: Yes ___ No ___ Telephone (____) _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PICO RIVERA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature

Date

Title

Exhibit A

QUOTATION

PRWA METER REPLACEMENT AT WELLS 3, 5, 6, AND 12
CAPITAL IMPROVEMENT PROJECT NO. 21250

ITEM NO.	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Well NO. 3; Remove existing meter and, furnish and install 16" meter, wiring, conduits, display panels, calibration including all electrical and mechanical work complete, in place.	1	LS	\$ 20,216.93	\$ 20,216.93
2.	Well NO. 5; Remove existing meter and, furnish and install 12" meter, wiring, conduits, display panels, calibration including all electrical and mechanical work complete, in place.	1	LS	\$ 18,421.46	\$ 18,421.46
3.	Well NO. 6; Remove existing meter and, furnish and install 8" meter, wiring, conduits, display panels, calibration including all electrical and mechanical work complete, in place.	1	LS	\$ 16,609.37	\$ 16,609.37
4.	Well NO. 12; Remove existing meter and, furnish and install 10" meter, wiring, conduits, display panels, calibration including all electrical and mechanical work complete, in place.	1	LS	\$ 15,983.63	\$ 15,983.63

TOTAL QUOTATION (Items 1 through 4)

\$ 71,230.79
figures

Seventy one Thousand Two hundred Thirty Dollars and
in words
seventy nine Cents

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Stephen Doreck Equipment Rentals, Inc.
Business Address 9095 Telegraph Road
Pico Rivera, CA 90660
Telephone 562) 949-4949
State Contractor's License No. and Class 665471-A
Original Date Issued 3/1991 Expiration Date 02/28/2014
Contractor Name/Title: Stephen L. Doreck / Vice President
Authorized Signature: 
Phone: 562) 949-4949 Fax: 562) 261-5038
Email: cdoreck@aol.com

PICO RIVERA WATER AUTHORITY
PICO RIVERA WATER AUTHORITY METER REPLACEMENT
AT WELLS 3, 5, 6, AND 12 - CIP NO. 21250

ATTACHMENTS

BOND FOR FAITHFUL PERFORMANCE

PICO RIVERA WATER AUTHORITY

PICO RIVERA WATER AUTHORITY METER REPLACEMENT
AT WELLS 3, 5, 6, AND 12 - CIP NO. 21250

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as
principal, and _____

as surety, are held and firmly bound unto the PICO RIVERA WATER AUTHORITY in the sum of seventy one thousand, two hundred thirty dollars and seventy nine cents (\$71,230.79), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal has been awarded and is about to enter into the annexed contract with the Pico Rivera Water Authority for:

NOW, THEREFORE, if the said principal shall well and truly do and perform all of the covenants and obligations of said contract on the principal's part to be done, performed at the times, in the manners specified therein, and within the time limit prescribed, as well as in a manner that is satisfactory and acceptable to the PRWA and if all materials and workmanship supplied by said principal are free from original or developed defects appearing within one year from the date of acceptance of the work by the PRWA, and if the Contractor at his own expense makes good such defects and failures and makes all replacements and adjustments required, within a reasonable time after being notified by the PRWA so to do, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. This bond shall be maintained by the Contractor in full force and effect during performance of the work of the Contractor and for a period of one year after the date of acceptance of the work by the PRWA.

No premature payment by said PRWA to said principal shall exonerate any surety unless the Commissioners of said PRWA shall have actual notice that such payment is premature at the time it is ordered by said Commissioners, and then only to the extent that such payment shall result in loss to said surety, but in no event more than the amount of such premature payment.

The said surety for value received hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement or of any feature or item, or items of performance required therein or thereunder shall in any manner affect its obligation on or under this bond; and said surety does hereby waive notice of said amendment, change, extension of time, alteration of addition to said contract or agreement and of any feature or item of performance required therein or hereunder.

Where principal is individual or partnership, the said surety for value received stipulates and agrees that the death of the principal of principals shall not relieve the surety of its obligations.

WITNESS, our hands this _____ day of _____, 20_____.

Principal

Surety

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

BOND FOR LABOR AND MATERIAL

FOR

PICO RIVERA WATER AUTHORITY

PICO RIVERA WATER AUTHORITY METER REPLACEMENT
AT WELLS 3, 5, 6, AND 12 - CIP NO. 21250

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

as principal, and _____

as surety, are held and firmly bound unto the PICO RIVERA WATER AUTHORITY in the sum of seventy one thousand, two hundred thirty dollars and seventy nine cents (\$71,230.79), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally firmly by these presents.

The condition of the foregoing obligation is such that whereas said principal has been awarded and is about to enter into the annexed contract with the Pico Rivera Water Authority for:

NOW, THEREFORE, if said principal as contract in said contract fails to pay for any materials, provision, provender or other supplies or teams, equipment, implements, trucks machinery or power used in, upon or for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay the same in an amount not exceeding the sum set forth above, and also in case suit is brought upon this bond a reasonable attorney's fee to be fixed by the court. This bond is executed pursuant to the provisions of Chapter 3 of Division 5, Title 1, Government Code of the State of California, and shall insure to the benefit of any and all persons entitle to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California. No premature payment by said PRWA to said principal shall exonerate any surety unless all of the Commissioners of said PRWA shall have actual notice that such payment is premature at the time it is ordered by said Commissioners, and then only to the extent that such payment shall result in loss to such surety, but in no event more than the amount of such premature payment.

WITNESS our hands this _____ day of _____, 20_____.

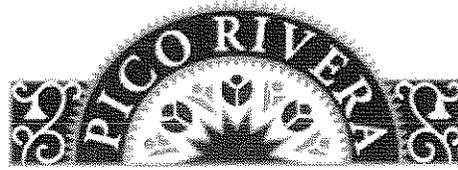
Principal

Surety

All signatures must be notarized. Attach principal and surety acknowledgements hereto.

**PICO RIVERA WATER AUTHORITY
NON-WORKING FRIDAYS**

<u>YEAR 2013</u>		
January 4 January 18	June 7 June 21	November 8 November 22
February 1 February 15	July 5 July 19	December 6 December 20
March 1 March 15 March 29	August 2 August 16 August 30	
April 12 April 26	September 13 September 27	
May 10 May 24	October 11 October 25	



APPENDIX I

CONSTRUCTION AND DEMOLITION WASTE FORMS

CONSTRUCTION AND DEMOLITION MATERIALS WASTE MANAGEMENT PLAN

You are required to recycle at least 50% of your total project waste.

Many materials generated from your project can be recycled. You are required to list materials that will be reused, recycled or disposed of. You must use pounds or cubic yards to quantify your total estimated and actual waste diversion. Receipts from recycling and disposal facilities must be submitted after project completion.

Project Name: _____

Location: _____

Building Type/Project Description:

Square Footage and/or Number of Units: _____

Type of Project: _____ New Construction (Submit Exhibit A)
 _____ Demolition (Submit Exhibit B)
 _____ Both (Submit Exhibit A and B)

Type of Construction (wood frame, concrete, steel, etc.): _____

Estimate of Construction and Demolition Material Debris to be Generated (in lbs.): _____

Company Name: _____

Applicant: _____ Phone: () _____ Fax: () _____

SUPPLEMENTAL ATTACHMENTS:

- Exhibit A – New Construction
- Exhibit B – Demolition.
- Southern California Construction and Demolition Materials Recycling Facilities
- California Materials Exchange Organics Material Management brochure

OFFICE USE ONLY

PLAN APPROVED BY DATE COMPLIANCE APPROVED BY DATE

Deposit Required: \$ _____ Percent Diverted: _____ Deposit Refunded: \$ _____

Comments: _____



CONSTRUCTION AND DEMOLITION MATERIALS WASTE MANAGEMENT PLAN APPLICATIONS

Property Owner Name:		Phone Number:
Project Address:		
Contractor Company Name & Contact Person:		Phone Number(s):
Project Description:		
Project Value: \$ _____	Project Size: _____ Sq. Ft.	Estimated Start Date: _____
Submit to: City of Pico Rivera, Director of Public Works, 6615 Passons Boulevard, Pico Rivera, CA 90660-1016		

If you have any questions on filling out the application please don't hesitate to contact Director of Public Works at (562) 801-4421. Thank you.

Quotation Schedule

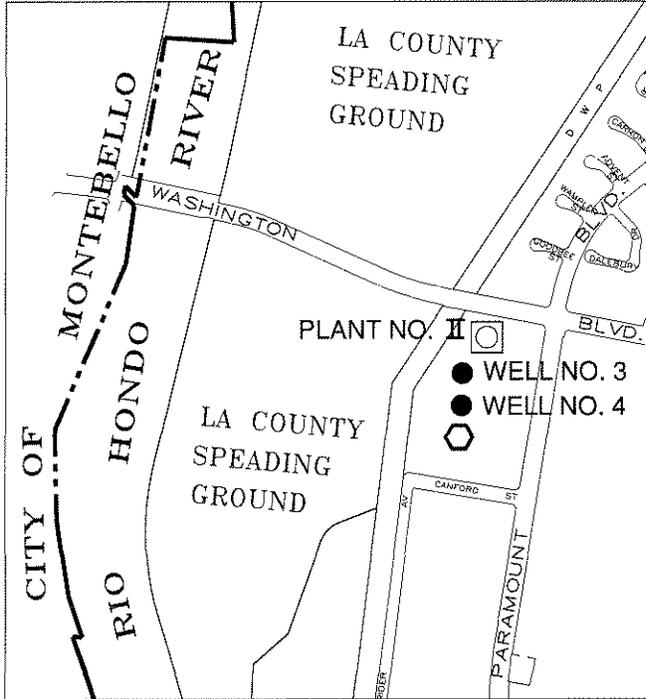
Enclosure 2

PICO RIVERA WATER AUTHORITY METER REPLACEMENT AT WELLS 3, 5, 6, AND 12 – CIP NO. 21250

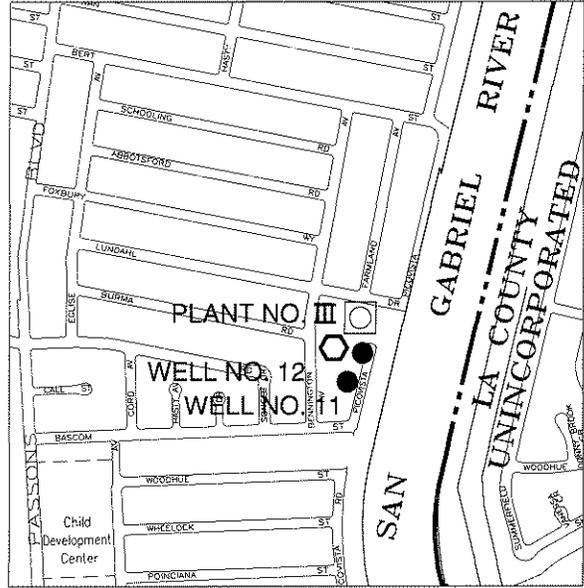
Description	Stephen Doreck	Mike Bubalo	J A Salazar **
1 Well No. 3 Meter Replacement	\$20,216.93	\$24,000.00	-
2 Well No. 5 Meter Replacement	\$18,421.46	\$20,000.00	-
3 Well No. 6 Meter Replacement	\$16,609.37	\$23,000.00	-
4 Well No. 12 Meter Replacement	\$15,983.03	\$23,000.00	-
Total Items 1 through 4	\$71,230.79	\$90,000.00	
Rank	1	2	

** No Response

WELLS NO. 3- VICINITY MAP



WELLS NO. 12- VICINITY MAP

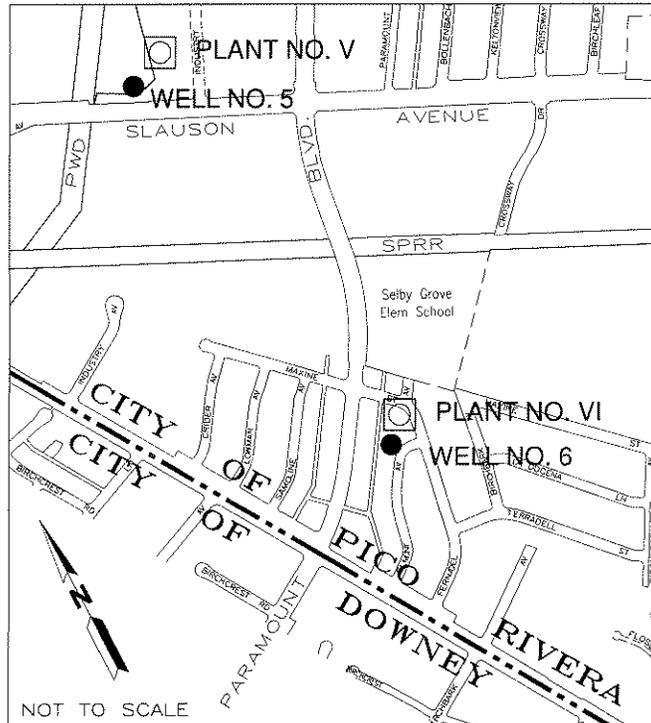


NOT TO SCALE



NOT TO SCALE

WELLS NO. 5 AND 6- VICINITY MAP



NOT TO SCALE

PICO RIVERA WATER AUTHORITY

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

CIP 21250 - METERS REPLACEMENT PROJECT: WELLS NO. 3, 5, 6 AND 12 - VICINITY MAP

PREPARED BY: M. NGUYEN

SCALE: NOT TO SCALE

DATE: 01-22-13

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: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Pico Rivera
6615 Passons Blvd.
Pico Rivera, CA 90660

(Address)

Project Title: Pico Rivera Water Authority Meter Replacement at Wells 3, 5, 6, and 12

Project Applicant: City of Pico Rivera

Project Location - Specific:
8316 Washington Blvd., Pico Rivera, CA 90660

Project Location - City: Pico Rivera Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
Replace existing water meters at Well sites 3, 5, 6, and 12.

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Art Cervantes, Director of Public Works

Exempt Status: (check one):

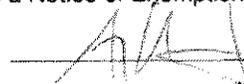
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 1 - Section 15301 (C)
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:
This project is exempt due to it being a maintenance project with no new construction.

Lead Agency
Contact Person: Ana Ananda Area Code/Telephone/Extension: 562 801 4221

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: Jan. 15, 2013 Title: Director of Public Works

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: _____
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code

ORIGINAL FILED

JAN 16 2013

LOS ANGELES, COUNTY CLERK