



**Tuesday, May 28, 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. 13-19

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:

- Approve Water Authority regular meeting of May 28, 2013.

2. Pico Rivera Water Authority (PRWA) Supervisory Control and Data Acquisition (SCADA) System Upgrade, CIP No. 21177 – Award of Construction Contract. (500)

Recommendation:

1. Award a construction contract to HydroScientific West for the PRWA SCADA System Upgrade, CIP No. 21177, in the amount of \$375,302 which includes the Base Bid and Optional Bid Items 9 through 14, and authorize the President to execute the contract in a form approved by the Authority Attorney.

3. Pico Rivera Water Authority Supervisory Control and Data Acquisition (SCADA) System Upgrade, CIP No. 21177 – Amendment No. 2 to Professional Services Contract No. 08-08 with Atkins North America, Inc., for SCADA Programming and Design Support Services. (500)

Recommendation:

1. Approve Amendment No. 2 to Professional Services Agreement No. 08-08 with Atkins North America, Inc. for SCADA programming and design support services during construction for a not-to-exceed amount of \$100,000 for the SCADA System Upgrade, CIP No. 21177; and
2. Authorize the President to execute Amendment No. 2 in a form approved by the Authority Attorney.

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 on this the 6th day of June 2013.

Dated this 6th, day of June 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, May 28, 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 regular meeting of April 23, 2013.

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

1. Accepted as complete, effective May 3, 2013, work performed by Stephen Doreck Equipment, Inc., on the Pico Rivera Water Authority Meter Replacement at Well Nos. 3, 5, 6, and 12 – CIP No. 21250 and instructed the City Clerk to file the Notice of Completion with the Los Angeles County Recorder.

Motion by Commissioner Armenta, seconded by Commissioner Salcido to approve Consent Calendar Items No. 1 and 2. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Salcido, Tercero, Camacho

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION: None.

LEGISLATION: None

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

None.

ADJOURNMENT:

Authority President Camacho adjourned the meeting at 6:50 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 May 28, 2013 and approved by the Water Authority on June 11, 2013.

Anna M. Jerome, Authority Secretary



To: President and Commissioners
From: Executive Director
Meeting Date: June 11, 2013
Subject: PICO RIVERA WATER AUTHORITY (PRWA) SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADE, CIP NO. 21177 – AWARD OF CONSTRUCTION CONTRACT

Recommendation:

Award a construction contract to HydroScientific West for the PRWA SCADA System Upgrade, CIP No. 21177, in the amount of \$375,302 which includes the Base Bid and Optional Bid Items 9 through 14, and authorize the President to execute the contract in a form approved by the Authority Attorney.

Fiscal Impact: \$550,000 (Pico Rivera Water Authority Funds)

Discussion:

Through its existing SCADA system, the Pico Rivera Water Authority (City) currently monitors three water plants and reservoirs and ten production wells. The SCADA System was installed more than 30 years ago with limited remote monitoring and no automated adjusting and is in need of replacement. Most of the equipment is no longer in production and it is difficult to procure parts for repairs.

This project will replace the outdated SCADA system with the latest in technology. Work includes installing new computers and central servers and field equipment at well sites, including transmitters, antennas, receivers, programmable logic controllers, etc. This new technology will optimize operations of the water production and distribution systems. It will help ensure that the plants are functioning properly, and water quality and production standards are monitored closely for compliance. The benefit to water customers is an increase in water quality and reliability of service.

On March 26, 2013, the Board authorized advertising construction of the SCADA System Upgrade (Project). The City Clerk advertised the Notice Inviting Bids on April 23, 2013, and again on April 30, 2013. On May 29, 2013, five (5) bids were received and opened by the City Clerk in a public forum. The following is a summary of the bids received:

<u>Contractor</u>	<u>*Total Bid</u>
1. HydroScientific West	\$375,302
2. Emerson Process Management	\$598,700
3. TESCO Controls, Inc.	\$801,448
4. Systems Integrated	\$990,601
5. Technical Systems Inc.	\$1,014,297

*The Total Bid consists of the Base bid and enhanced elements.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 06/11/13
PICO RIVERA WATER AUTHORITY (PRWA) SUPERVISORY CONTROL AND DATA
ACQUISITION (SCADA) SYSTEM UPGRADE, CIP NO. 21177 – AWARD OF CONSTRUCTION
CONTRACT

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The Base Bid is for the installation of SCADA equipment and transmitters at PRWA's Plant Nos. 1, 2, and 3, Well No. 5, and the Field Operations Yard which are the most critical facilities in the water system. In light of the favorable bid, staff is recommending awarding the items in the Enhancement Package (Bid Items 9 through 14). The additional work includes installing SCADA equipment and transmitters at Well Nos. 6, 7, and 8, which are backup wells for the system.

HydroScientific West submitted the lowest bid, which was below the \$400,000 engineering estimate by 6%. Their bid prices for the Base Bid and Enhancement Elements were \$275,055 and \$100,247 respectively, for a total bid amount of \$375,302.

Analysis of the bids confirmed that HydroScientific West was the lowest, responsive and responsible bidder. HydroScientific West has proven experience of performing this type of work, and in the past, has successfully completed similar projects for several water agencies in California. Recently, they completed a SCADA System for the City of Sacramento, City of Los Angeles Department of Water and Power, City of Bakersfield, and Imperial Irrigation District in San Diego.

The total project budget is \$550,000 which will be used to fund construction support services (\$100,000), construction (\$375,302), and job costing and contingency (\$74,698). The project is funded from the Capital Improvement Water Funds.

Construction is anticipated to commence in July 2013 and expected to be completed in the first quarter of 2014.



Ronald Bates

RRB:AC:AA:lg

Enc.

- 1) Bid Schedule
- 2) Construction Contract

Bid Schedule
SCADA SYSTEM UPGRADE - CIP No. 21177

Item No.	Description	Quantity	Unit	HYDRO SCIENTIFIC WEST		EMERSON		TECO		SYSTEMS INTEGRATED		TECHNICAL SYSTEMS INC.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid													
1	Mobilization / Demobilization	1	Lump Sum	\$10,661.17	\$10,661.17	\$6,730.00	\$6,730.00	\$35,466.00	\$35,466.00	\$28,885.00	\$28,885.00	\$38,614.00	\$38,614.00
2	Environmental Control Measures	1	Lump Sum	\$9,355.12	\$9,355.12	\$7,700.00	\$7,700.00	\$11,052.00	\$11,052.00	\$13,353.00	\$13,353.00	\$42,100.00	\$42,100.00
3	Radio System for Plants 1, 2, 3, and Well No. 5	1	Lump Sum	\$47,333.71	\$47,333.71	\$87,550.00	\$87,550.00	\$114,567.00	\$114,567.00	\$74,343.00	\$74,343.00	\$131,099.00	\$131,099.00
4	SCADA Upgrade Water Plant No. 1	1	Lump Sum	\$46,130.00	\$46,130.00	\$71,660.00	\$71,660.00	\$86,243.00	\$86,243.00	\$216,667.00	\$216,667.00	\$146,309.00	\$146,309.00
5	SCADA Upgrade Water Plant No. 2	1	Lump Sum	\$47,505.00	\$47,505.00	\$68,710.00	\$68,710.00	\$97,202.00	\$97,202.00	\$234,934.00	\$234,934.00	\$132,133.00	\$132,133.00
6	SCADA Upgrade Water Plant No. 3	1	Lump Sum	\$40,643.00	\$40,643.00	\$66,920.00	\$66,920.00	\$95,595.00	\$95,595.00	\$208,753.00	\$208,753.00	\$114,533.00	\$114,533.00
7	SCADA Upgrade Water Plant No. 5	1	Lump Sum	\$18,836.19	\$18,836.19	\$38,500.00	\$38,500.00	\$44,116.00	\$44,116.00	\$38,234.00	\$38,234.00	\$40,515.00	\$40,515.00
8	HMI Software	1	Lump Sum	\$54,591.12	\$54,591.12	\$56,970.00	\$56,970.00	\$96,659.00	\$96,659.00	\$57,304.00	\$57,304.00	\$142,409.00	\$142,409.00
Optional Bid													
9	Radio System for Well No. 6	1	Lump Sum	\$13,950.00	\$13,950.00	\$35,540.00	\$35,540.00	\$33,157.00	\$33,157.00	\$14,433.00	\$14,433.00	\$48,165.00	\$48,165.00
10	Radio System for Well No. 7	1	Lump Sum	\$14,176.00	\$14,176.00	\$36,980.00	\$36,980.00	\$35,197.00	\$35,197.00	\$14,433.00	\$14,433.00	\$41,565.00	\$41,565.00
11	Radio System for Well No. 8	1	Lump Sum	\$14,063.00	\$14,063.00	\$36,960.00	\$36,960.00	\$35,197.00	\$35,197.00	\$14,433.00	\$14,433.00	\$43,765.00	\$43,765.00
12	SCADA Upgrade for Well No. 6	1	Lump Sum	\$22,630.00	\$22,630.00	\$29,440.00	\$29,440.00	\$40,858.00	\$40,858.00	\$24,943.00	\$24,943.00	\$31,030.00	\$31,030.00
13	SCADA Upgrade for Well No. 7	1	Lump Sum	\$17,842.00	\$17,842.00	\$29,610.00	\$29,610.00	\$41,095.00	\$41,095.00	\$24,943.00	\$24,943.00	\$31,030.00	\$31,030.00
14	SCADA Upgrade for Well No. 8	1	Lump Sum	\$17,586.00	\$17,586.00	\$25,430.00	\$25,430.00	\$35,044.00	\$35,044.00	\$24,943.00	\$24,943.00	\$31,030.00	\$31,030.00
Base Bid (Items 1 through 8)				\$275,055.31	\$275,055.31	\$404,740.00	\$404,740.00	\$580,900.00	\$580,900.00	\$872,473.00	\$872,473.00	\$787,712.00	\$787,712.00
Optional Bid (Items 9 through 14)				\$100,247.00	\$100,247.00	\$193,960.00	\$193,960.00	\$220,548.00	\$220,548.00	\$118,128.00	\$118,128.00	\$226,585.00	\$226,585.00
Total Bid (Items 1 through 14)				\$375,302.31	\$375,302.31	\$598,700.00	\$598,700.00	\$801,448.00	\$801,448.00	\$990,601.00	\$990,601.00	\$1,014,297.00	\$1,014,297.00
Rank				1	2 [**]	3	4	5					

[**] Exception to the contract marked in the Bid and Address not included

CONTRACT SERVICES AGREEMENT
PICO RIVERA WATER AUTHORITY
SCADA SYSTEM UPGRADE
CAPITAL IMPROVEMENT PROJECT NO. 21177

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 HydroScientific West (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. PRWA requires services for the installation, programming, and integration of PRWA SCADA system upgrades at Plants 1, 2, & 3 and Wells 5, 6, 7, & 8. 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:

This agreement entitled above as, "SCADA System Upgrade";
Special Provisions;
Bid Proposal;
Bond for Faithful Performance;
Bond for Labor and Material;
Notice of Award;
Notice to Proceed;
Escrow Agreement;

Schedule of Non-Working Fridays;
Waste Management Plan;
Supplemental Information Form;
Tax Identification Number Form;
Guarantee;
Any change orders approved by PRWA;

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. Permits
2. Agreement
3. Addenda
4. The Bid Proposal
5. Special Provisions
6. Appendix A – Technical Specifications
7. Plans
8. General Provisions
9. PRWA Standard Drawings
10. Greenbook (latest edition)
11. Notice Inviting Bids
12. Instructions to Bidders

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 C10.

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 installation of SCADA system hardware in one hundred thirty (130) working days and all work in every detail within one hundred fifty (150) working 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:

Ronald Nauman, President
Hydro Scientific West

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 calendar 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: Hydro Scientific West
12528 Kirkham, Ct. Suite #3
Poway, California 92064
Attention: Ronald Nauman

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, Authority Attorney

CONTRACTOR:

By: Hydro Scientific West
(Print)

By: _____
(Print)

Signature: 

Signature: _____

Title: President

Title: _____

Address: 12528 Kinkham Ct #3
Downey, CA 92064

Address: _____

Exhibit A

BASE BID

SCADA SYSTEM UPGRADE CAPITAL IMPROVEMENT PROJECT NO. 21177 BASE BID					
ITEM NO.	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Mobilization and Demobilization Price in Words <u>Ten thousand</u> <u>Six hundred Sixty-</u> <u>One and seventeen</u> <u>cents</u>	1	LS	\$ 10,661.17	\$ 10,661.17
2.	Environmental Control Measures Price in Words <u>Nine thousand</u> <u>three hundred</u> <u>fifty-five and</u> <u>twelve cents</u>	1	LS	\$ 9,355.12	\$ 9,355.12
3.	Radio System (900 MHz) for Plant 1, Plant 2, Plant 3, and Well 5 Price in Words <u>Forty-seven thousand</u> <u>three hundred</u> <u>thirty-three and</u> <u>seventy one cents</u>	1	LS	\$ 47,333.71	\$ 47,333.71
4.	SCADA Upgrade for Water Plant 1 including Wells 1 and 2 Price in Words <u>Forty Six Thousand</u> <u>one hundred thirty</u>	1	LS	\$ 46,130. ⁰⁰	\$ 46,130. ⁰⁰
5.	SCADA Upgrade for Water Plant 2 including Wells 3 and 4 Price in Words <u>Forty Seven thousand,</u> <u>Five hundred Five</u>	1	LS	\$ 47,505	\$ 47,505

SCADA SYSTEM UPGRADE
CAPITAL IMPROVEMENT PROJECT NO. 21177
BASE BID

ITEM NO.	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
6.	SCADA Upgrade for Water Plant 3 including Wells 11 and 12 Price in Words <u>Forty thousand Six</u> <u>hundred Fifty three</u>	1	LS	\$ 40,643. ⁰⁰	\$ 40,643.
7.	SCADA Upgrade for Well 5 Price in Words <u>Eighteen thousand</u> <u>eight hundred</u> <u>thirty-six and</u> <u>nineteen cents</u>	1	LS	\$ 18,836.19	\$ 18,836.19
8	HMI Software System Development, Systems Training, and O&M Manuals	1	LS	\$ 54,591.12	\$ 54,591.12

Fifty-four thousand five hundred ninety-one and twelve cents

SUBTOTAL BASE BID (ITEMS 1 THROUGH 8)

\$ 275,055.31
figures

Two hundred seventy five thousand fifty five dollars, thirty one cents
in words

OPTIONAL BID ITEMS:

SCADA SYSTEM UPGRADE CAPITAL IMPROVEMENT PROJECT NO. 21177 OPTIONAL BID ITEMS					
ITEM NO.	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	APPROX. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
9.	Radio System (900 MHz) for Well 6 Price in Words <u>Thirteen thousand</u> <u>nine hundred FIFTY</u>	1	LS	\$ 13,950	\$ 13,950
10.	Radio System (900 MHz) for Well 7 Price in Words <u>Fourteen thousand</u> <u>one hundred Seventy</u> <u>five Six</u>	1	LS	\$ 14,176.00	\$ 14,176.00
11.	Radio System (900 MHz) for Well 8 Price in Words <u>Fourteen thousand</u> <u>Sixty three</u>	1	LS	\$ 14,063	\$ 14,063
12.	SCADA Upgrade for Well 6 Price in Words <u>Twenty two thousand</u> <u>six hundred thirty</u>	1	LS	\$ 22,630	\$ 22,630
13.	SCADA Upgrade for Well 7 Price in Words of <u>Seventeen thousand,</u> <u>Eight hundred Forty</u> <u>two</u>	1	LS	\$ 17,842.00	\$ 17,842.00
14.	SCADA Upgrade for Well 8 Price in Words <u>Seventeen thousand,</u> <u>Five hundred</u> <u>Eighty six</u>	1	LS	\$ 17,586	\$ 17,586

SUBTOTAL OPTIONAL BID (ITEMS 9 THROUGH 14)

\$ 100,247.⁰⁰
figures

One hundred thousand, two hundred Forty Seven & ⁰⁰
in words

TOTAL BID AMOUNT (SUBTOTAL BASE BID PLUS SUBTOTAL OPTIONAL BID)

\$ 375,302.⁰⁰
figures

Three hundred seventy five thousand, three hundred two & ³¹cents
in words



**PICO RIVERA WATER AUTHORITY
SCADA SYSTEM UPGRADE
CAPITAL IMPROVEMENT PROJECT NO. 21177**

APPENDIX D

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 APPLICATION**

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.

NOTICE INVITING SEALED BIDS

The Pico Rivera Water Authority will receive sealed bids for **Pico Rivera Water Authority - SCADA System Upgrade, Capital Improvement Project No. 21177**, in accordance with the terms and provisions of the Plans and Specifications. Each bid must be submitted to the Office of the City Clerk at the Pico Rivera City Hall, 6615 Passons Boulevard, Pico Rivera, California, 90660, on or before **2:00 P.M. on May 22, 2013**.

A set of Bid Documents may be obtained at the Office of the City Clerk, 6615 Passons Boulevard, Pico Rivera, California, upon **nonrefundable payment of \$50.00**. An additional charge of \$10.00 must be included if handled by mail.

A mandatory pre-bid meeting is scheduled for May 8th, 9AM at the City's Maintenance Yard facility located at 9633 Beverly Road, Pico Rivera, CA 90660. Only companies attending the meeting and subsequent site visits will be eligible to bid the contract. The meeting will be held in the operation's main conference room and City personnel will be on site to direct attendees. A 30 minute presentation and question/answer session will be followed by site visits to the 7 facilities included in this specification. Directions and the order of site visits will be handed out at the meeting. Expect a minimum of 20 minutes at each site.

This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990. AGENCY affirms that in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

Pursuant to Section 1773 of the Labor Code, the State prevailing wage rates for this project have been determined by the Director of the California Department of Industrial Relations (DIR) and are online at <http://www.dir.ca.gov/DLSR/PWD> but not printed in the Specifications.

The successful bidder shall be licensed in accordance with provisions of the Business and Professions Code and shall possess a State Contractor's License, Class C10 at the time this contract is awarded. Panels for this project must be built in a UL 508 approved shop. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

NOTICE IS FURTHER GIVEN that pursuant to the California Waste Management Act of 1989 (AB 939), Contractor's undertaking certain construction, demolition and renovation projects shall submit and adhere to a Waste Management Plan, as described in Ordinance No. 972 of the City of Pico Rivera.

NOTICE IS FURTHER GIVEN that pursuant to Section 4590 of the Government Code of the State of California, the substitution of securities for any monies withheld to ensure performance under this contract will be permitted.

DATED: This 18th day of April, 2013.

Anna M. Jerome, Assistant City Clerk
City of Pico Rivera

Publish: April 23, 30, 2013 Whittier Daily News Ad#346949



To: President and Commissioners

From: Executive Director

Meeting Date: June 11, 2013

Subject: PICO RIVERA WATER AUTHORITY SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADE, CIP NO. 21177 - AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 08-08 WITH ATKINS NORTH AMERICA, INC., FOR SCADA PROGRAMMING AND DESIGN SUPPORT SERVICES

Recommendation:

- 1) Approve Amendment No. 2 to Professional Services Agreement No. 08-08 with Atkins North America, Inc. for SCADA programming and design support services during construction for a not-to-exceed amount of \$100,000 for the SCADA System Upgrade, CIP No. 21177; and
- 2) Authorize the President to execute Amendment No. 2 in a form approved by the Authority Attorney.

Fiscal Impact: \$100,000 (Pico Rivera Water Authority Funds)

Discussion:

Through its existing SCADA system, the Pico Rivera Water Authority (City) currently monitors three water plants and reservoirs, and ten production wells. The SCADA system is more than 30 years old; most of the equipment is no longer in production so it is difficult to procure parts for repairs. This antiquated system does not provide for continued accurate monitoring or automatic adjustments.

The new SCADA system will allow for full remote access, monitoring and control of the water system. Real time communication between the water system and water operators is a primary feature of the new system. Water system malfunctions will be communicated to water operators timely through automated notifications. For example, if a water well shuts down, or the disinfection system fails, the SCADA system will detect the issue and notify City staff electronically, in real time, and make some of the adjustments to rebalance the system automatically.

The proposed SCADA system offers the latest in technology, and is composed of computers, central servers and field equipment at well sites such as transmitters, antennas, receivers, programmable logic controllers, etc. New technology will optimize operations of the water production and distribution systems. The benefit to water customers is an increase in water quality and reliability of service.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 06/11/13
PICO RIVERA WATER AUTHORITY SUPERVISORY CONTROL AND DATA ACQUISITION
(SCADA) SYSTEM UPGRADE, CIP NO. 21177 – AMENDMENT NO. 2 TO PROFESSIONAL
SERVICES CONTRACT NO. 08-08 WITH ATKINS NORTH AMERICA, INC., FOR SCADA
PROGRAMMING AND DESIGN SUPPORT SERVICES

Page 2 of 2

In 2010, the City awarded Atkins North America, Inc. (ATKINS) a contract for design services for the SCADA project. The project is scheduled to start construction in July 2013.

As the design engineer of record, Atkins' services will be necessary during construction. Staff recommends ATKINS professional services agreement to be amended to include SCADA programming and design support services necessary during construction. Design support services consist of making design adjustments that may be required during construction, reviewing shop drawings that require designer approval, responding to requests for information (RFIs) involving the design, providing design support on change orders, and oversight for general compliance with the approved design.

The ATKINS team has the necessary engineering resources, project understanding, qualifications, and expertise in SCADA systems as well as a proven track record in delivering projects from design through construction. In addition, ATKINS is intimately familiar with the City's water system since they prepared our Water Master Plan.

Based on this, staff recommends executing Amendment No. 2 to the existing Agreement No. 08-08 with ATKINS for a not-to-exceed amount of \$100,000. Funds will pay for design (\$30,000), SCADA programming (\$40,000) and design support services during construction (\$30,000). Inclusive of previous services, the adjusted contract amount will be \$177,174. The contract expiration date will be revised to December 31, 2014 to allow for any refinements to the programming once the system is operational. The project is budgeted in the Capital Improvement Program with Water Funds.

Construction management and inspection services will be performed by City staff. The primary focus of the construction management team will be the delivery of the project on time and within budget, and in accordance with the plans and specifications. Work includes organizing the project, coordinating with the contractor and design engineer, holding weekly meeting, performing inspections, material controls, etc.



Ronald Bates

RRB:AC:AA:lg

Enc.

- 1) Amendment No. 2
- 2) Atkins Fee Proposal

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PBS&J (POST, BUCKLEY, SHUH & JERNIGAN, INC.)
AGREEMENT NO. 08-08**

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 08-08 FOR PROFESSIONAL SERVICES WITH PBS&J (POST, BUCKLEY, SHUH & JERNIGAN, INC.) ("Amendment No. 2"), effective as of the date specified in Section 6 hereof, is made and entered into by and between the PICO RIVERA WATER AUTHORITY ("PRWA"), and ATKINS NORTH AMERICA, INC. ("CONSULTANT").

RECITALS

- A. The CITY OF PICO RIVERA and PBS&J have previously executed that certain *Agreement for Professional Services, Agreement No. 08-08* ("Agreement") relating to professional services for the PRWA.
- B. The CITY OF PICO RIVERA and PBS&J also have previously executed Amendment No. 1 to the Agreement to modify the Scope of Services to be provided by the PBS&J and to increase PBS&J's fee for an amount not to exceed Ten Thousand Seven Hundred Eighty Dollars (\$10,780.00) resulting in an adjusted contract amount not to exceed Seventy Seven Thousand One Hundred Seventy Four Dollars (\$77,174.00).
- C. POST, BUCKLEY, SHUH & JERNIGAN, INC. (PBS&J) now operates under ATKINS NORTH AMERICA, INC., and ATKINS NORTH AMERICA, INC. assumes all of PBS&J's rights and responsibilities under the *Agreement for Professional Services, Agreement No. 08-08*.
- D. PRWA assumes all of the CITY OF PICO RIVERA's rights and responsibilities under the *Agreement for Professional Services, Agreement No. 08-08*.
- E. PRWA and CONSULTANT (collectively referred to as the "PARTIES") desire to amend said Agreement as set forth herein, pursuant to Sections 5.1 and 18.9 of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. MODIFICATION OF THE PARTIES TO THE AGREEMENT.

Pursuant to Section 18.1 of the Agreement, the PARTIES agree that PRWA shall assume all of the CITY OF PICO RIVERA's rights and responsibilities under the *Agreement for Professional Services, Agreement No. 08-08*. The PARTIES further agree that ATKINS NORTH AMERICA, INC. shall assume all of PBS&J's rights and responsibilities under the *Agreement for Professional Services, Agreement No. 08-08*.

2. MODIFICATION OF SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT.

The Scope of Services to be performed by CONSULTANT, as set forth in the Agreement shall be modified as follows:

Provide programming and construction support during construction phase as set forth in the Consultant's Proposal to PRWA dated May 31, 2013, attached hereto as Exhibit "A".

3. TIME FOR COMPLETION OF MODIFIED WORK AND SERVICES.

"Expiration Date" defined in Section 3.4 of the Agreement is hereby amended as follows:

Expiration Date: December 14, 2014

4. MODIFICATION OF CONSULTANT'S COMPENSATION.

The compensation to be paid by PRWA to CONSULTANT for the modified work and services identified in this Amendment No. 2 shall be as follows:

Increase the compensation in accordance with the Consultant's Fee Proposal dated May 31, 2013 by an amount of \$100,000 (One Hundred Thousand Dollars) for an adjusted contract amount not to exceed \$177,174 (One Hundred Seventy Seven Thousand One Hundred Seventy Four Dollars).

5. EFFECT OF AMENDMENTS.

Except as modified herein, either expressly or by necessary implication, the terms and provisions of the Agreement between the PRWA and CONSULTANT shall remain in full force and effect.

6. EFFECTIVE DATE.

Unless otherwise specified herein, this Amendment No. 2 shall become effective as of the date set forth below on which the last of the parties, whether PRWA or CONSULTANT, executes this Amendment No. 2.

[Intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed and attested by their respective officers hereunto duly authorized.

“PRWA”
PICO RIVERA WATER AUTHORITY

“CONSULTANT”
ATKINS NORTH AMERICA, INC.

Gustavo V. Camacho, President



Title: Sr Group Manager

Dated: _____

Dated: June 3, 2013

ATTEST:

APPROVED AS TO FORM

Anna M. Jerome, Authority Secretary

Arnold M. Alvarez-Glasman, Authority Attorney



Atkins North America, Inc.
9275 Sky Park Court, Suite 200
San Diego, California 92123

Telephone: +1.858.874.1810
Fax: +1.858.514.1001

www.atkinsglobal.com/northamerica

May 31, 2013

Mr. Arturo Cervantes, P.E.
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, Ca 90660

Subject: Pico Rivera SCADA bidding & P&ID development

Dear Mr. Cervantes

Pursuant to our recent discussions, Atkins is submitting this proposal to the City of Pico Rivera (City) for engineering support services during the bidding and for the revisions of the SCADA specifications to incorporate Process Instrumentation Drawings development for the City's proposed water SCADA system, programming of SCADA and support during construction.

I. Scope of Services

Scope of Services are outlined in Attachment "A"

II. Fees and Conditions

Fees and Conditions are outlined in Attachment "B"

We appreciate the opportunity to offer this proposal, and look forward continuing to do more work with the City of Pico Rivera. If you have any additional questions, please contact me at 858.514.1007. Thank you for the opportunity to provide these services.

Respectfully submitted,

A handwritten signature in black ink that reads "Carmen Kasner P.E." The signature is written in a cursive, flowing style.

Carmen C. Kasner
Principal-in-Charge

cc: File

Attachment A

Scope of Services

City of Pico Rivera Pico Rivera SCADA Support

I. Scope of Services

Task 1a – Bidding Support Atkins provide coordination with contractors, attendance at preconstruction meetings, preparation of addendums, and general coordination of revised specifications and drawings for changing the construction approach from owners representative provided programming and instrumentation during construction with the electrical contractor only completing electrical construction to having the contractor provide the programming and instrumentation as part of the contract.

Task 1b – SCADA Process and Instrumentation diagram drawings This additional scope item addresses the need to prepare drawings that would have been handled during the construction phase with the previous approach and allows for a turn key proposal from potential bidders.

Task 2 – Construction support Atkins will attend construction meetings to address questions by the contractor. Atkins will prepare meeting minutes for those meetings they attend. Atkins will concurrent to the construction meeting perform field visits to review construction progress an allowance. Atkins and their subconsultant will respond to RFI's to address construction questions identified by the contractor. Atkins will prepare an agenda and minutes for the preconstruction meeting. Atkins will not be performing full construction management of the contract beyond what is noted here in. We will review and make recommendations regarding submittals and requests for change orders. An allowance of up to \$30,000 has been allocated to supporting construction to be used at the direction of City staff.

Task 3a – SCADA Computer/Network Hardware Design Provide computer, network and peripherals hardware bill of materials for City purchase. Design rack layouts for server and network equipment at City Yard. Develop detailed network diagrams, IP address assignments, router and radio network interface configurations.

Task 3b- Project Implementation Support

1. Review and comment on contractor submittals during engineering phase of contract.
2. Attend two days of design workshops as City's SCADA engineer for working with Contractor on finalizing monitoring and control strategies that will be implemented for Plants/Wells, SCADA graphics, alarms, reports and security.
3. Provide 5 site visit days during construction as City's SCADA engineer to mitigate installation issues.
4. Work with City IT staff to install network assets including Cisco Ethernet switch/router and firewall appliance. The result will be to have the SCADA control room ready for Contractor to deliver server, workstation and notebooks during system installation phase.
5. Provide 2 days of factory acceptance testing support as City's SCADA engineer.
6. Provide 3 days of site acceptance testing support as City's SCADA engineer.
7. Review final as built drawings, O&M manuals and training course material.

II. **Summary of Assumptions**

City shall provide Atkins copies of all relevant reports, studies, correspondence, and other relevant project information or data as needed for each task. Under this agreement for services, Atkins shall be entitled to rely upon the accuracy and completion of the information provided by the Client in performing its services, without liability.

Attachment B

Fees and Conditions

City of Pico Rivera Pico Rivera SCADA Support

Fees and Conditions

The fee for the services for Tasks described in Attachment A, Section I of the Scope of Services, will be on a time and materials basis not to exceed \$100,000.

The estimated fees have been broken down as follows:

Task 1 a&b -	\$30,000
Task 2	\$30,000
Task 3	\$40,000

Upon concurrence with city staff, the allocation between tasks may be adjusted based on the needs of the project.