



WATER AUTHORITY

AGENDA

Tuesday, March 25, 2014

Meeting – 6:00 p.m.

Council Chambers

6615 Passons Blvd.

Next Resolution No. 14-16

Next Ordinance No. 14-01

Next Agreement No. 14-22

ROLL CALL:

Brent A. Tercero, President

Gregory Salcido, Vice President

Bob J. Archuleta, Commissioner

David W. Armenta, Commissioner

Gustavo V. Camacho, Commissioner

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 CALENDAR:

1. Minutes:

- Approve Water Authority meeting of February 25, 2014.

2. Water Quality Protection Plan Engineering Report, Part 1, CIP No. 21274 – Award Professional Services Contract for Engineering Services. (500)

Recommendation:

1. Award a Professional Services contract for a not-to-exceed amount of \$63,900 to Stetson Engineers, Inc. for professional engineering services necessary to prepare the Water Quality Protection Plan (WQPP) Engineering Report Part 1, and authorize the President to execute the agreement in a form approved by the General Counsel.

Agreement No. _____

3. Chlorine Analyzer Improvements, CIP No. 21267 – Notice of Completion. (500)

Recommendation:

1. Accept as complete, effective March 20, 2014, work performed by AWT Systems, Inc., for Pico Rivera Water Authority Chlorine Analyzer Improvements, CIP No. 21267, and instruct the Authority Secretary to file the Notice of Completion with the Los Angeles County Recorder.

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, Deputy 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 21st day of March 2014.

Dated this 21st, day of March 2014


Anna M. Jerome, CMC
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, February 25, 2014

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, Camacho, Salcido, Tercero

ABSENT: None

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

CONSENT CALENDAR:

1. Minutes:

- Approve Water Authority meeting of November 12, 2013.

Motion by Vice President Salcido, seconded by President Tercero to approve Consent Calendar Item 1. Motion carries by the following roll call vote:

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

2. Roof Replacement Project, CIP 21237 – Award Construction Contract. (500)

Vice President Salcido asked how the contract was awarded. Public Works Director Cervantes stated that this contract was awarded through a bidding process. He stated that there are two types of bidding processes, one being a conventional bidding process where the project is advertised through a local newspaper and other media, and the second type relates to maintenance projects with the option of utilizing either the conventional bidding process or getting bid proposals from qualified contractors on a list. In this particular case, he stated, staff went through a purchasing process and the contractor was selected based on the lowest bid. Staff explained that a vending manufacturer was used to obtain a list of qualified contractors and that cost was taken into account in utilizing the standard bidding process. Vice President Salcido stated that he is more comfortable with utilizing a more formal bidding process.

Commissioner Armenta asked if the cost identified would be sufficient for the project. Public Works Director Cervantes stated that the contract is for a lump sum and that a manufacturing company did a roof assessment. He also stated that the contractors had a job walk so they would know what the job entails.

Commissioner Camacho stated that he would like to see local vendors awarded for these types of projects and for staff to take a more aggressive approach in notifying local businesses.

Commissioner Archuleta asked if the contractors must prove their professional background with Director Cervantes responding in the affirmative.

Motion by Commissioner Armenta, seconded by Commissioner Archuleta to award a construction contract in the amount of \$40,672 to Commercial Roofing Systems, Inc. for the Roof Replacement Project, CIP No. 21237, and authorize the President to execute the contract in a form approved by the General Counsel. Motion carries by the following roll call vote:

Agreement No. 14-20

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

LEGISLATION: None

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

None.

ADJOURNMENT:

Authority President Tercero adjourned the meeting at 6:50 p.m. There being no objection it was so ordered.

AYES: Archuleta, Armenta, Camacho, Salcido, Tercero

NOES: None

Brent A. Tercero, 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 February 25, 2014 and approved by the Water Authority on March 25, 2014.

Anna M. Jerome, Authority Secretary



To: President and Commissioners

From: Executive Director

Meeting Date: March 25, 2014

Subject: WATER QUALITY PROTECTION PLAN ENGINEERING REPORT, PART 1, CIP NO. 21274 – AWARD PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING SERVICES

Recommendation:

Award a Professional Services contract for a not-to-exceed amount of \$63,900 to Stetson Engineers, Inc. for professional engineering services necessary to prepare the Water Quality Protection Plan (WQPP) Engineering Report Part 1, and authorize the President to execute the agreement in a form approved by the General Counsel.

Fiscal Impact: \$64,000 (Central Basin Municipal Water District's WQPP Fund Reserve)

Discussion:

In December 2001, after receiving a \$10 Million Federal grant, the Cities of Pico Rivera, Whittier, and Santa Fe Springs (Cities) entered into individual ten-year agreements with the Central Basin Municipal Water District (CBMWD) to implement the Central Basin Water Quality Protection Plan (WQPP). The WQPP consist of two groundwater wells, associated piping, and a Granular Activated Carbon Treatment (GAC) Plant, which are located in Pico Rivera. The purpose of the WQPP was to (a) intercept a contaminated plume of groundwater found in the San Gabriel River Valley, (b) treat the water to remove volatile organic compounds (VOC) to meet drinking standards, and (c) deliver water to the Cities.

Years of monitoring water quality in the groundwater aquifers have consistently shown that water quality standards are being met; the VOCs are undetectable. For this reason, the Parties (Cities and CBMWD) agreed to prepare an Engineering Report to determine if it is necessary to continue to treat the groundwater.

The Engineering Report will include (a) costs and benefits of continuing operation of the WQPP under the CBMWD, (b) feasibility of dividing the system into components and transferring operation and/or ownership of supply wells to individual agencies, (c) dismantling or abandonment of existing treatment system, and (d) a long term plan for the WQPP. The Engineering Report will determine if treatment of the groundwater is still necessary. It is essential for securing the preliminary approval of the California Department of Public Health (CDPH) to remove the WQPP's water treatment facilities.

Under the current agreement (MOU C2071/2007-2 Amendment 8) with the Parties, Pico Rivera is the lead agency in the preparation of the Engineering Report.

That said, a Request for Proposals was issued to five (5) qualified consultants (these consultants were selected by the Parties). On February 24, 2014, the Authority Secretary's Office received three (3) responsive proposals, which are summarized below:

	<u>Consultant</u>	<u>Fee</u>
1.	Stetson Engineers, Inc.	\$63,900
2.	Trussell Technologies	\$69,614
3.	RBF Consultants	\$149,985

The proposals were evaluated and ranked by a panel consisting of a technical member from CBMWD and the Cities of Pico Rivera, Whittier, and Santa Fe Springs. Stetson Engineers, Inc. received the highest ranking.

Stetson Engineers, Inc. has project staff with more than 30 years of experience in a wide range of water quality, treatment and investigation projects similar to the projects specified in the scope of work. Some of their past projects include working with the CDPH to have wells that were historically contaminated return to active production without VOC treatment; the key objective of the Engineering Report.

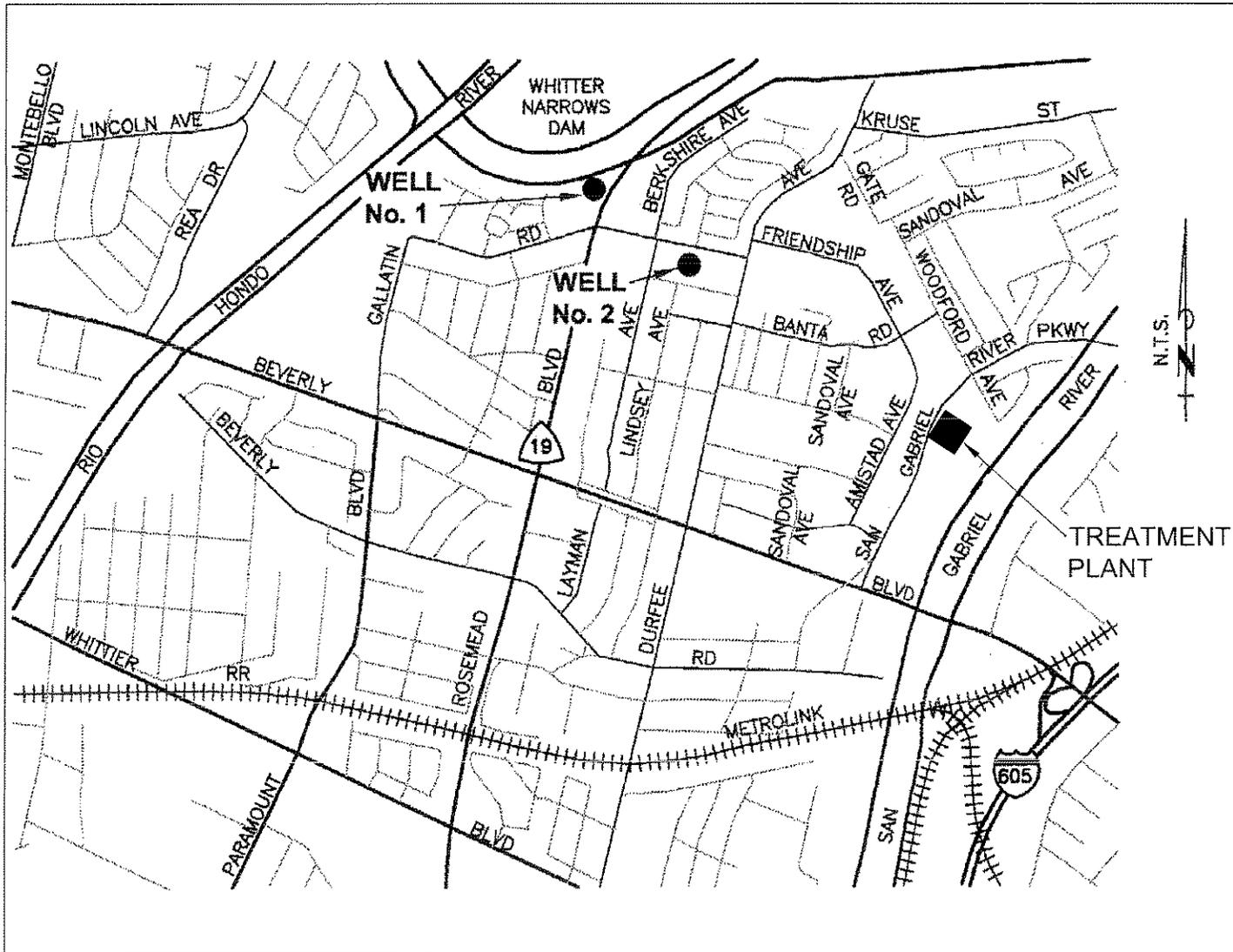
According to the Agreement, the cost of the Engineering Report will be shared equally by the Parties. The estimated share is \$16,000. Pico Rivera's share will be paid for from the CBMWD's WQPP Fund Reserves; however, Pico Rivera will front payment and receive reimbursement.


Ronald Bates

RRB:AC:AA:lg

Enc.

- 1) Vicinity Map
- 2) Professional Services Agreement



WATER QUALITY PROTECTION PLAN - VICINITY MAP

CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PICO RIVERA WATER AUTHORITY

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PICO RIVERA WATER AUTHORITY AND
STETSON ENGINEERS INC.

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Pico Rivera Water Authority, a California municipal corporation ("PRWA") and Stetson Engineers Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 PRWA has determined that it requires professional services on a short-term basis necessary for the delivery of Capital Improvement Program project and other Public Works engineering services. The Consultant will provide specialized engineering services for the preparation of Water Quality Protection Plan Engineering Report - Part 1, and other tasks and services as assigned by the Director of Public Works/City Engineer or as noted in Exhibit A.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in the Consultant's proposal to City attached hereto as Exhibit B.

3.3 "Commencement Date": March 25, 2014

3.4 "Expiration Date": December 31, 2015

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the Parties or terminated in accordance with Section 21 below.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Sixty Three Thousand Nine Hundred Dollars (\$63,900) unless specifically approved in advance, in writing, by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to sections 2105 and 17451 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Steve Jones shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

12. INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. INDEMNIFICATION

14.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

14.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 14 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

14.4 The obligations of Consultant under this Section 14 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

14.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 14 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

14.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

14.7 **PERS ELIGIBILITY INDEMNITY.** In the event that Consultant or any employee, agent, or subcontractor of Consultant 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 City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant 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 City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

15. INSURANCE

15.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 15.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) in the annual aggregate, including products and Completed operations hazard, contractual insurance, broad form property damage, independent Consultants, personal injury.
- 15.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 15.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 15.1.4 Professional Liability insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000).

15.2 Consultant shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

15.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

15.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

15.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

15.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

15.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

15.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

15.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

15.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

15.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 14 of this Agreement.

16. MUTUAL COOPERATION

16.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

16.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

18. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

19. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Ronald Bates, Ph.D., City Manager
City of Pico Rivera
PO Box 1016
6615 Parsons Blvd.
Pico Rivera, California 90660-1016
Facsimile: (562) 801-4765

If to Consultant:

Stephen Johnson, Vice President
Stetson Engineers, Inc
861 Village Oak Drive Suite 100
Covina, CA 91724
Facsimile: (626) 331 7065

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North,
Suite 400, West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

20. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 14 and Paragraph 16.2 of Section 16, of this Agreement shall survive the expiration or termination of this Agreement.

21. TERMINATION

21.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

21.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

22. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

23.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

23.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

24. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form

and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

***25. NON-WAIVER**

25.1 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

25.2 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

26. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

27. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

29. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

ATTEST:

CITY OF PICO RIVERA

Anna M. Jerome, City Clerk

By: _____
Brent A. Tercero, President

Date: _____

Date: _____

APPROVED AS TO FORM:

STETSON ENGINEERS INC.

Arnold M. Alvarez-Glasman, City Attorney

By: _____
Stephen Johnson, Vice President

Date: _____

Date: _____

WATER QUALITY PROTECTION PLAN (WQPP) ENGINEERING REPORT - PART 1

EXHIBIT "A"

SCOPE OF WORK

- A. Consultant shall prepare an Engineering Report to examine the near-term and long-term operation of the WQPP. The Engineering Report will review technical, permitting, and regulatory aspects of the WQPP to ensure a sustainable program. One of the future goals of the purveyors, if possible, is dividing the system into components (as described in the scenarios above) and transferring operation and/or ownership of supply wells and treatment systems to the individual purveyors.
- B. The report shall briefly cover: 1) existing methods of operation and treatment; and 2) reconfiguration of the system by dividing the system into components for operation by individual purveyors (Future Scenarios 6 and 7).
- C. A detailed analysis of the WQPP water quality data to examine the feasibility of removing the existing GAC treatment process and develop justification to eliminate treatment facilities, if possible.
- D. Analyze overall impact to local groundwater if WQPP is terminated and the existing facilities are demolished.
- E. Examine the water quality and operations data for the upstream Whittier Narrow Operating Unit (WNOU) and its potential impacts to WQPP in case of prolong non-operation.
- F. Develop an action plan if spikes of VOC occur in WQPP wells if the system is operated without a treatment facility.
- G. Describe any additional monitoring that could be used in lieu of operating without treatment.
- H. Describe the possibility of blending with other local well supplies to meet Title 22 Maximum Contaminant Level (MCL) for VOCs.
- I. Submit report to purveyors and CDPH for their review. Respond to any review comments they may have and finalize the report for submittal to CDPH and purveyors.

- J. Permit amendments will be required to operate individual wells if the recommendations in the Report are approved by the CDPH (**not a part of this Scope of Work**).
- K. Any other tasks as necessary to achieve purveyor goals.

PRELIMINARY TASK DESCRIPTION

TASK A: NON-OPTIONAL TASKS

The tasks described herein are for the guidance of the Consultant. The Consultant may modify or add new tasks to the scope if necessary.

TASK 1 – PROJECT MANAGEMENT

A. General Administration:

1. At the beginning of this project, a work plan shall be prepared to set forth the significant milestones and deliverables for the members to ensure compliance with the established project execution strategy and project goals. Presentation and review of the work plan shall be done at the kickoff meeting. Consultant shall time-to-time update the work plan as necessary.
2. Use sound engineering criteria in the administration of the Project. Consultant shall also be responsible for the accuracy of the work performed on the project.
3. The Consultant along with the project team and subconsultants shall coordinate efforts of project, monitor schedules, and budgets, and administer the contract with PRWA.
4. Contact all agencies that may be involved in the report. It shall be the responsibility of the Consultant to determine all agencies that will be involved in the Project.

B. Meetings:

1. At the commencement of the project, the Consultant shall hold a "kickoff" meeting with purveyors to discuss the scope and parameters of the project as well as the purveyors experience with the existing facilities. Specific goals to be accomplished shall be identified and effective strategy to accomplish the project goals shall be developed during this meeting. Prepare a memorandum to document the established goals and the execution strategy. This memorandum will serve as the basis for subsequent action, in accordance with this Scope of Work.

2. **CDPH Coordination Meeting:** The Consultant shall coordinate with CDPH including, at a minimum, a kickoff meeting to discuss the goals of the project and a meeting upon completion of the Engineering Report. The purveyors or their representatives may participate in the meetings.
3. Consultant shall assign appropriate engineering specialty staff or principals, or arrange for appropriate subconsultant's representatives to accompany the project engineer, to meet with the purveyors whose responsibilities correspond to the specialties of the persons accompanying the project engineer.
4. Coordinate meetings with purveyors, CDPH and other regulatory agencies as necessary.
5. Arrange for and participate in informal meetings as necessary (in addition to the mentioned above) with to review progress of the project and exchange ideas and information.
6. Meet with the purveyors to discuss the key issues and develop general report criteria and possible ways of minimizing problems in achieving the project goals. Prepare and submit approved meeting agendas prior to each meeting. One meeting per month is expected.
7. Record the minutes of all meetings and shall submit a copy of the minutes to the purveyors within five (5) working days after each meeting.

TASK 2 – DATA GATHERING AND FIELD INVESTIGATION

A. Review Information Provided by the Purveyors

The following documents may be available for review:

1. As-built drawings and specifications:
 - Raw Water Collection Main
 - Extraction Well Nos. 1, and 2 (CB-1 and CB-2)
 - GAC Treatment Plant
2. All engineering and well drilling reports and logs, and pump curves/motor HP pertaining to WQPP.
3. Water quality and production data for CB-1, CB-2, and GAC Treatment Plant submitted to CDPH.
4. Water quality and production data for Whittier Narrows Operable Units (WNOU) submitted to CDPH .
5. All agreements and MOU pertaining to WQPP.

6. Operating cost information for Whittier and CBMWD.

7. Easements, grant deed, and lease information for the facilities.

In addition, the Consultant shall review any other data, maps, drawings, agreement, and other information publicly available or provided by the EPA, CBMWD, Pico Rivera, Whittier, and Santa Fe Springs pertains to WQPP.

B. Inspect Facilities

The Consultant shall inspect the WQPP facilities, including two wells and the GAC treatment plant.

TASK 3 – WATER QUALITY ANALYSIS, AND DEVELOP REGULATORY AND PERMITTING REQUIREMENTS

A. Identify Permitting and Regulatory Agencies

Identify all permitting and the governing agencies, not limited to CDPH. Meet and discuss with regulatory agencies as necessary to get their input.

B. Historical Data Review

A review of all historical data obtained for WQPP shall be performed. This analysis shall include statistical regression analysis of all monitored constituents of concern as set forth by CDPH, and shall set forth whether there is reasonable potential of any exceedance in the future. This analysis shall be performed on a minimum of the past 2 years of data, but shall be more discretely defined in meeting with CDPH. This information shall be compiled in the Engineering Report as outlined in Task 5.

C. Confirm Ground Water is not Defined as Extremely Impaired

The first step requires a series of analyses that illustrate the groundwater quality is not defined as extremely impaired by the State of California. This includes ensuring that the water quality does not exceed Maximum Contaminant Level (MCL) or action level based on chronic health effects, or action level based on acute health effects, and does not contain a mixture of contaminants of health concern. Confirming the water quality meets these requirements can be met with a combination of water quality monitoring and historical data review. Confirmation of the groundwater quality shall be documented in the Final Report, as outlined in Task 5.

D. Title 22 Drinking Water Requirements

An additional series of analysis should be performed to ensure that all Title 22 drinking water MCL and action levels are met in the well water quality as well. This includes all elements of Title 22 standards, including primary and secondary water quality levels, disinfection byproducts, and health action levels. A review of archived health advisory goals shall also be performed, monitored, and analyzed. This analysis can be performed with a combination of water quality monitoring and historical data review. This information shall be compiled in the Engineering Report as outlined in Task 5.

E. Determine all permitting requirements

1. Determine permitting requirements for the removal of the treatment process described in this RFP.
2. Discuss water quality data and meeting Title 22 requirements with agencies for the potential facility reconfigurations or scenarios. This may include additional monitoring, blending, and action plans if the contaminant levels are exceeded during operation.
3. Identify water quality and monitoring requirements as applicable to the feasible alternatives and summarize the information.
4. Determine CEQA requirements, if applicable, for the proposed scenarios.

F. Action Plan for Mitigation During Operation

1. The Consultant shall prepare an action plan or operations strategy to address any potential exceedance of MCL for VOCs that may occur during the operation of recommended alternative. The purpose is to protect water supply if the GAC treatment process is eliminated.

The action plan or operations strategy may include, but not limited to:

- Interrupt operation of CB-1, in case of prolonged nonoperation of WNOU and if the VOC levels of the wells are on the rise.
 - Increased monitoring of CB-1 & CB-2.
 - Establish communication plan receive exchange monthly water quality data.
 - Testing, flushing, recording, blending, etc. as necessary.
 - Study historical data trends, VOC patterns, and avoid pumping during anticipated VOC spiking.
2. Describe any operations strategy to prevent exceedance of MCL for VOC and measures such as forecasting exceedance through data trending.
 3. Describe any other mitigation measures currently used for similar facilities.

G. Monitoring Plan During Operation

If required by CDPH, the Consultant shall prepare a monitoring plan to address any exceedance of MCL for VOCs or prevent any violation that could potentially occur.

TASK 4 – DEVELOP IMPLEMENTATION PLAN

A. Describe Key Steps in Implementing Plan

The Consultant shall describe steps required to implement the recommended plan. A list of necessary documentation for permits and to monitoring requirements, and any jurisdictional agreements which may be required shall be provided.

Consultant also shall verify and confirm any outstanding project closure/modification activities as necessary in coordinating with EPA for a project of this nature.

B. Develop Implementation Schedule

The Consultant shall prepare a preliminary implementation schedule and a funding plan for the recommended alternative. The schedule shall show all activities including project milestones, start dates, and duration of each task. A schedule of environmental review and permitting, final engineering and construction shall also be depicted, which will be based on the Consultant's experience with similar projects.

TASK 5 – PREPARE ENGINEERING REPORT

The Engineering Report will summarize the information in Tasks 2 through 4. A tentative steps for the report is listed below.

Prepare Draft Report

A draft Engineering Report shall be prepared and submitted to the purveyors for review and comments. The draft report shall include preliminary layout maps, figures and supporting tabular data with the report text. Ten (10) copies of the draft report shall be provided.

A. Review Draft Report with Agencies

The Consultant shall meet with the purveyor's staff to discuss any comments on the draft report. The purpose of the meeting will also be to discuss corrections, changes and arrive at mutually agreeable corrections or refinements to the draft document.

B. Present Final Draft Engineering Report

The Consultant shall prepare and present the final draft report to the purveyors and CDPH. As directed by staff, the Consultant may present the Final Draft Engineering Report at a workshop with the purveyors and regulatory agencies. The presentations will provide an overview of significant findings and discuss the recommended alternative(s), including future scenarios, and the associated preliminary operation and maintenance costs. Handouts and overhead slides will be used to emphasize key points.

C. Draft Engineering Report for CDPH Review

Engineering Report shall be submitted to CDPH for review. The Engineering Report shall include all analysis as outlined above, and in addition shall include any additional details as set forth by CDPH during the kickoff meeting or any subsequent communication.

The draft Engineering Report shall be submitted to CDPH with the intent of receiving comments. Any outstanding issues shall be addressed with CDPH. The ultimate goal of the final Engineering Report is to obtain concurrence of CDPH to remove the GAC treatment process at both wells, if deemed feasible by the analysis.

D. Prepare Final Engineering Report

The Final Engineering Plan Report shall incorporate items described in this RFP, and address all comments from CDPH/purveyors including Consultant's responses. The Consultant shall also prepare final colored maps and exhibits. Ten (10) copies of the report shall be delivered to the PRWA. PRWA will be provided with computer files containing report.

The Consultant shall also address review comments of by CDPH/purveyors and, in a subsequent meeting, present follow up action to alleviate these concerns. These meetings are to ensure compliance with CDPH requirements for decommissioning the GAC treatment system as set forth by the CDPH, both via written guidelines and by communications directly from CDPH staff.

TASK B – OPTIONAL WORK

The following are optional items of work, and PRWA reserves the right to exercise its option to delete or proceed with these items. The tasks shall not be started without written authorization from PRWA.

TASK 6 – PREPARE SCOPE OF WORK FOR PART 2 ENGINEERING REPORT

Based on the determination of CDPH Consultant shall prepare an outline for the Scope of Work, and task description for Part 2 Preliminary Engineering Report as part of the next phase RFP.

VI. MISCELLANEOUS

All plans and other documents prepared by the Consultant on behalf of PRWA shall become the sole property of PRWA.

VII. PRWA RESPONSIBILITIES

- A. Provide access to all drawings, soils reports, and relevant records for the reservoir, as required or as available.
- B. Provide project management and administer contract. Assign a Project Manager to act as the project focal point.
- C. Make available to the Consultant reasonable and timely staff input for purposes of conference discussion, reviewing submittals from the Consultant, providing factual information and/or suggestions relating to the work in a manner such that the Consultant may meet the project completion schedule.
- D. Provide access to facility sites when necessary.



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Northern California • Southern California • New Mexico • Arizona • Nevada • Colorado

EXHIBIT B

Standard Fee Schedule

	\$\$ Per Hour
Principal	195
Special Project Director	195
Project Manager, Senior	182
Supervisor I	182
Supervising Soil Scientist	173
Supervisor II	171
Supervisor III	163
Senior I	154
Senior II	138
Senior III	127
Construction Manager	126
Construction Manager/Oversight	110
Senior Construction Inspector	110
Senior Field Geologist	126
Senior Associate	116
Associate I	110
Associate II	105
Associate III	100
Associate Soil Scientist	100
Senior Assistant	97
Assistant I	93
Assistant II	88
Assistant Soil Scientist	88
Assistant III	83
GIS Manager	110
GIS Specialist I	93
GIS Specialist II	83
Technical Illustrator	83
AutoCAD Technician	83
Soil Technician	73
Aide I	68
Aide II	58
Aide III	53
Project Coordinator I	127
Project Coordinator II	93
Project Coordinator III	83
Contract Management	95
Administrative I (word processing)	68
Administrative II	58
Administrative III	53



Direct Expense Rates

Expense Description	Billing Rate
Fax (In-House)	\$0.30/sheet
CAD (In-House)	\$15.00/hour
GIS Expense (In-House)	\$15.00/hour
Specialty Computer Expense (In-House)	\$5.00/hour
Mileage	\$/mile
Reproduction B & W (In-House)	\$0.15/sheet
Reproduction Color 8.5 x 11 (In-House)	\$0.89/sheet
Reproduction Color 11 x 17 (In-House)	\$1.89/sheet
Plotter Reproduction (In-House)	\$1.50/sq. ft.
4 x 4 Truck w/Drill Rig	\$150.00/day
Survey Equipment	\$120.00/day

*Mileage is billed at the current IRS approved mileage rate and may be subject to change.

All other project reimbursable expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) will be billed at cost.

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on standby at attorneys' request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.



To: President and Commissioners
From: Executive Director
Meeting Date: March 25, 2014
Subject: CHLORINE ANALYZER IMPROVEMENTS, CIP NO. 21267 –
NOTICE OF COMPLETION

Recommendation:

Accept as complete, effective March 20, 2014, work performed by AWT Systems, Inc., for Pico Rivera Water Authority Chlorine Analyzer Improvements, CIP No. 21267, and instruct the Authority Secretary to file the Notice of Completion with the Los Angeles County Recorder.

Fiscal Impact: \$103,435 (Pico Rivera Water Authority Funds)

Discussion:

On November 12, 2013, the Pico Rivera Water Authority awarded a \$100,052 contract to AWT Systems, Inc. for the Chlorine Analyzer Improvements Project. The Project entailed installing chlorine analyzers at Well Nos. 1, 2, 3, 4, 5, 11, and 12 (Wells). The new analyzers have the latest in technology and will link the Wells to the new SCADA System (Supervisory Control and Data Acquisition) for remote monitoring. The analyzers will serve to regularly monitor chlorine levels in the water system. When the analyzers detect an issue, the analyzers will trigger real-time warning signals to water system operators so that corrective action can be taken immediately.

Construction was complete effective March 20, 2014 and the Notice of Completion can now be filed with the Los Angeles County Recorder. AWT Systems, Inc. completed the work per the approved plans and specifications, with acceptable quality and workmanship.

The final contract amount was \$103,435 inclusive of one (1) change order in the amount of \$3,382 which was approved administratively. The change order was necessary to replace old parts on an existing chlorine pump, as well as to extend the analyzer discharge line to the well head of Well No. 3. The project was completed on schedule and under the \$120,000 budget.

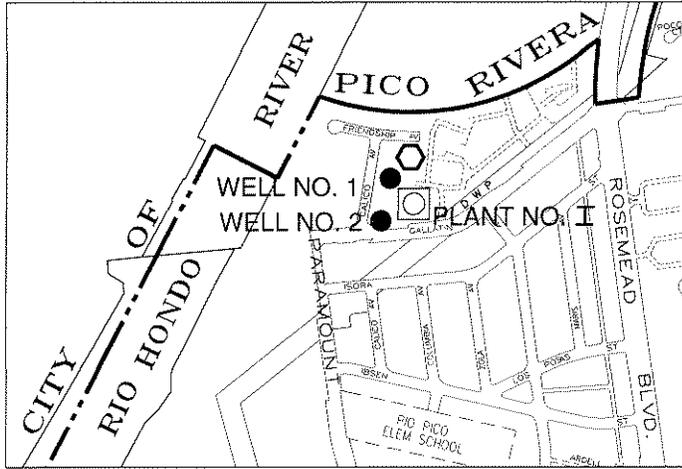

Ronald Bates

RRB:AC:AA:lg

Enc.

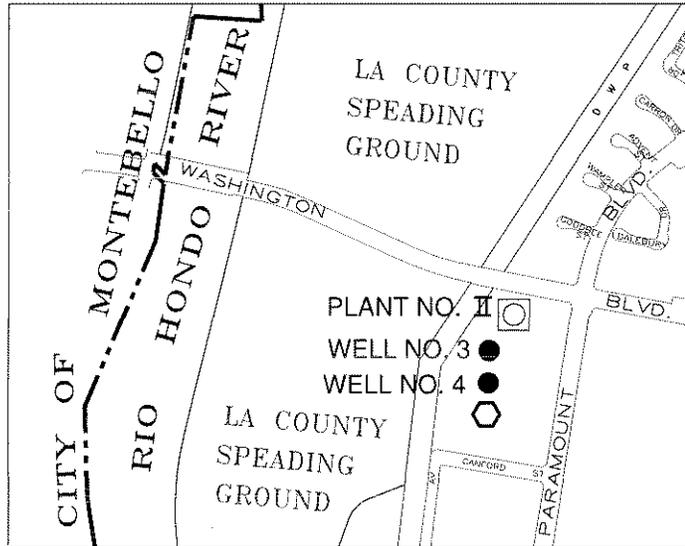
- 1) Vicinity Map

WELLS NO. 1, 2 - VICINITY MAP



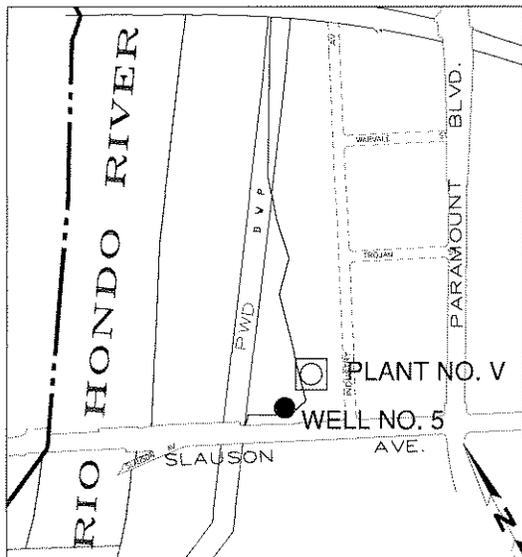
NOT TO SCALE

WELLS NO. 3, 4 - VICINITY MAP



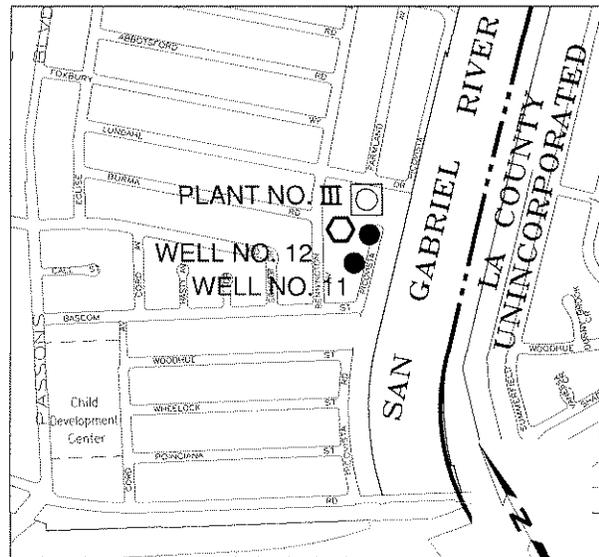
NOT TO SCALE

WELLS NO. 5 - VICINITY MAP



NOT TO SCALE

WELLS NO. 11, 12 - VICINITY MAP



NOT TO SCALE

PICO RIVERA WATER AUTHORITY

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

CHLORINE ANALYZERS AT WELL FACILITIES - CIP NO. 21267 WELL NO. 1, 2, 3, 4, 5, 11 AND 12