



Tuesday, August 26, 2014
Meeting – 6:00 p.m.

ROLL CALL:

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

**Council Chambers
6615 Passons Blvd.**

Next Resolution No. 14-16
Next Ordinance No. 14-01
Next Agreement No. 14-23

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:

- Water Authority meeting of July 22, 2014.

Recommendation: Approve

2. Pico Rivera Water Authority (PRWA) Electrical Panel Replacement at Plant No. 1, CIP No. 21264 – Award of Construction Contract. (500)

Recommendation:

1. Award a construction contract to Morrow-Meadows Corporation for the Pico Rivera Water Authority Electrical Panel Replacement at Plant No. 1 – CIP No. 21264, in the amount of \$269,838 which includes the Base Bid and Optional Bid, and authorize the President to execute the contract in a form approved by the General Counsel.

Agreement No. _____

3. Declaration of Emergency Water Conservation Provisions. (1700)

Recommendation:

1. Adopt a Resolution declaring a Level 1 Water Supply Shortage as described in Pico Rivera Municipal Code Section 13.70.050.

Resolution No. _____ A RESOLUTION OF THE BOARD OF THE PICO RIVERA WATER AUTHORITY, CALIFORNIA, DECLARING LEVEL 1 WATER SUPPLY SHORTAGE AND IMPLEMENTING WATER CONSERVATION MEASURES BY REASON OF REGULATIONS IMPOSED BY THE STATE OF CALIFORNIA

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, 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 22nd day of August 2014.

Dated this 22nd, day of August 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, July 22, 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 Tercero called the meeting to order at 6:00 p.m.

PRESENT: Commissioners Archuleta, Camacho, Salcido, Tercero

ABSENT: Armenta (excused)

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

CONSENT CALENDAR:

1. Minutes:

- Approved Water Authority meeting of June 24, 2014.

2. Roof Replacement Project, CIP 21237 – Notice of Completion. (500)

1. Accepted as complete, effective July 22, 2014, work performed by Commercial Roofing Systems Inc., on the Pico Rivera Water Pumping Plants roofing – CIP No. 21237 Roof Replacement and instructed the Authority Secretary to file the Notice of Completion with the Los Angeles County Recorder.

3. Pico Rivera Water Authority (PRWA) Supervisory Control and Data Acquisition (SCADA) System Upgrade – Approval of Change Order No. 2. (500)

1. Approved Change Order No. 2 in the amount of \$105,709 for the construction contract with HydroScientific West for the PRWA SCADA System Upgrade necessary to fund design changes and to extend the SCADA System to monitor sewer lift stations; and authorized the Director of Public Works to execute the change order.

Motion by Vice President Salcido, seconded by Commissioner Camacho to approve Consent Calendar Items 1 through 3. Motion carries by the following roll call vote:

AYES: Archuleta, Camacho, Salcido, Tercero

NOES: None

ABSENT: Armenta

CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:

LEGISLATION:

4. California Approves Big Fines for Wasting Water During Drought.

City Manager Bobadilla stated that the State has implemented mandatory restrictions pertaining to the water drought and that the City of Pico Rivera has approved a water conservation program Section 13.70 of the Pico Rivera Municipal Code to address water drought issues.

President Tercero asked how City staff will inform the residents of the water conservation measures. City Manager Bobadilla stated that the residents will be notified through the City's *Profile*, website, Cable TV and a landscape manual that will provide drought tolerant landscape designs. He stated that the cost and landscape plans will be brought back to City Council for their review.

Vice President Salcido stated that the average resident is aware of the water shortage and suggested that the landscape medians and local retail centers do not overwater these areas.

Councilmember Archuleta inquired about the use of recycled water. Public Works Director Enriquez stated that Smith Park currently utilizes reclaimed water and that future projects are being studied.

Motion by Vice President Salcido, seconded by Commissioner Camacho to receive and file the above referenced article. Motion carries by the following roll call vote:

AYES: Archuleta, Camacho, Salcido, Tercero

NOES: None

ABSENT: Armenta

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

None.

ADJOURNMENT:

Authority President Tercero adjourned the meeting at 6:17 p.m. There being no objection it was so ordered.

AYES: Archuleta, Camacho, Salcido, Tercero

NOES: None

ABSENT: Armenta

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 July 22, 2014 and approved by the Water Authority on August 26, 2014.

Anna M. Jerome, Authority Secretary



To: President and Commissioners
From: Executive Director
Meeting Date: August 26, 2014
Subject: PICO RIVERA WATER AUTHORITY (PRWA) ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1, CIP NO. 21264, – AWARD OF CONSTRUCTION CONTRACT

Recommendation:

Award a construction contract to Morrow-Meadows Corporation for the Pico Rivera Water Authority Electrical Panel Replacement at Plant No. 1 - CIP No. 21264, in the amount of \$269,838 which includes the Base Bid and Optional Bid, and authorize the President to execute the contract in a form approved by the General Counsel.

Fiscal Impact: \$269,838 (Pico Rivera Water Authority Funds)

Discussion:

Plant No. 1 of the Pico Rivera Water Authority (PRWA) provides water to the northern part of the water system from the two wells; Well Nos. 1 and 2. The existing electrical panels at Plant No. 1 are more than 30 years old and nearing the end of their service life. These electrical panels do not have the capacity for future expansion or the connections for an emergency generator in the event of prolonged power failure.

The Electrical Panel Replacement at Plant No. 1 Project (Project) consists of removing and replacing the existing motor control center, relocating the Edison meter panel outside the pump building, and installing an emergency generator transfer switch at the facility. The new control panels will replace the existing mechanical type motor control components with more reliable solid state devices currently being used at this type of facilities. The new panels will be fully compatible with the SCADA control system recently installed at Plant No. 1 and equipped with additional local alarm signals to improve reliability and emergency response.

On June 24, 2014, the Board authorized advertising for the construction of the Project. The City Clerk advertised the Notice Inviting Bids on July 10, 2014, and again on July 17, 2014. On August 13, 2014, three (3) 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. Morrow Meadows Corporation	\$269,838
2. HydroScientific West	\$377,395
3. Leed Electric	\$384,520

*The Total Bid consists of the Base bid and Optional Bid.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 08/26/14
PICO RIVERA WATER AUTHORITY ELECTRICAL PANEL REPLACEMENT AT PLANT NO.
1, CIP NO. 21264– AWARD OF CONSTRUCTION CONTRACT

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Analysis of the bids confirmed that Morrow-Meadows Corporation was the lowest, responsible and responsive bidder at a quoted price of \$269,838. Morrow-Meadows Corporation has proven experience in performing this type of work. Recently, they successfully completed several electrical projects for the Orange County Sanitation District and the County of Los Angeles.

Staff's recommendation is that the Board award a contract in the amount of \$269,838 to Morrow-Meadows Corporation. The project is funded from the Capital Improvement Water Funds. The Engineer's Estimate is \$325,000.

Construction is anticipated to commence in November 2014 and expected to be completed in the Second Quarter of 2015.

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Project is categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the maintenance work consisting of replacement of existing equipment.



René Bobadilla

RB:JE:AA:lg

Enc.

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

Agreement No. _____

PUBLIC WORKS MAINTENANCE CONTRACT SERVICES AGREEMENT

PICO RIVERA WATER AUTHORITY
ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1
CAPITAL IMPROVEMENT PROJECT NO. 21264

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 2014 by and between the PICO RIVERA WATER AUTHORITY, a municipal corporation, (herein "PRWA") and Morrow-Meadows Corporation (herein "Contractor"). The parties hereto agree as follows:

R E C I T A L S

A. PRWA requires services for the construction of PRWA Electrical Panel Replacement at Plant No. 1. 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. This Contract consists of the following Contract Documents:

1.2 Documents Included in Contract - This Contract consists of the following Contract Documents:

This Agreement entitled above as, "PUBLIC WORKS MAINTENANCE CONTRACT SERVICES AGREEMENT, PICO RIVERA WATER AUTHORITY ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1 – CIP NO. 21264";

Special Provisions;
Bid;
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. This Agreement
2. Special Provisions
3. Plans and Specifications
4. Greenbook

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

2. GENERAL CONDITIONS

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

agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

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

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

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

penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2.7 Type of Contractor's License. The Contractor shall possess the following types of contractor's license(s) to perform the work pursuant to this Agreement: State Contractor's License C-10.

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 Two Hundred Sixty Nine Eight Hundred Thirty Eight (\$269,838) (herein "Contract Sum"), except as provided in Section 1.4. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the PRWA; Contractor shall not be entitled to any additional compensation for attending said meetings.

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

3.3 Retention of Funds - Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, PRWA shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under this Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the Commissioners, after Contractor shall have furnished

PRWA with a release of all undisputed contract amounts, if required by PRWA. In the event there are any claims specifically excluded by Contractor from the operation of the release, the PRWA may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. PRWA's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

4. PERFORMANCE SCHEDULE

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

4.2 **Time of Completion** - The Contractor shall complete all work in every detail within two hundred forty (240) calendar days after the date in the Notice to Proceed.

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

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

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

5. COORDINATION OF WORK

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

Karen V. Price, President
Morrow-Meadows Corporation

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 Director of Public Works/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)	\$2,000,000 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" 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 Director of Public Works/City Engineer, Pico Rivera Water Authority, California.

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

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

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

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

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

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

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

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

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

b) Contractor will promptly pay any judgment rendered against the PRWA, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the PRWA, its officers, agents, and employees harmless therefrom;

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

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

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

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

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

conditions of this Agreement. Prior to the acceptance of the work by the PRWA, Contractor shall deposit with the PRWA a Warranty Bond or Security in the amount of 100% of the amount of this Contract and in a form provided by the PRWA warranting the work and materials for a period of one year from the date of acceptance by the PRWA.

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

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

7. RECORDS AND REPORTS

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

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

7.3 Ownership of Documents - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of

PRWA and shall be delivered to PRWA upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by PRWA of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to PRWA of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify PRWA for all damages resulting therefrom.

8. ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

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

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

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

8.9 **Termination for Convenience** - The PRWA may terminate this Agreement without cause for the convenience of the PRWA upon giving Contractor 30 days' prior written notice of termination of the Agreement. On the termination date identified in the notice of termination, the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the PRWA, the Contractor shall not be entitled to any other

remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination, Contractor shall be entitled to the following compensation:

1. The contract value of the work completed, as determined solely by the PRWA as completed to the PRWA'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: Director of Public Works/City Engineer

To Contractor: Morrow-Meadows Corporation
231 Benton Court
City of Industry, CA 91789
Attn: Karen V. Price, President

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

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

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

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

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

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

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

ATTEST:

PICO RIVERA WATER AUTHORITY,
a municipal corporation

By: _____
Anna M. Jerome, Authority Secretary

By: _____
Brent A. Tercero, President

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, General Counsel

CONTRACTOR:

By: _____
(Print)

By: _____
(Print)

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____

Principal Signature: _____

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes _____ No _____ Telephone (_____) _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PICO RIVERA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____
(Explain)

Signature

Date

Title

PICO RIVERA WATER AUTHORITY
ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1
CAPITAL IMPROVEMENT PROJECT NO. 21264

ATTACHMENTS

BOND FOR FAITHFUL PERFORMANCE

PICO RIVERA WATER AUTHORITY
ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1
CAPITAL IMPROVEMENT PROJECT NO. 21264

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as principal, and _____

as surety, are held and firmly bound unto the PICO RIVERA WATER AUTHORITY in the sum of _____ (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally firmly by these presents.

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

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

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

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

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

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

Principal

Surety

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

BOND FOR LABOR AND MATERIAL

FOR

PICO RIVERA WATER AUTHORITY
ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1
CAPITAL IMPROVEMENT PROJECT NO. 21264

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

as principal, and _____

as surety, are held and firmly bound unto the PICO RIVERA WATER AUTHORITY in the sum of _____ (), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally firmly by these presents.

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

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

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

Principal

Surety

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

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

<u>YEAR 2014</u>		
January 3 January 17 January 31	June 6 June 20	November 7 November 21
February 14 February 28	July 4 July 18	December 5 December 19
March 14 March 28	August 1 August 15 August 29	
April 11 April 25	September 12 September 26	
May 9 May 23	October 10 October 24	



APPENDIX I

CONSTRUCTION AND DEMOLITION WASTE FORMS

CONSTRUCTION AND DEMOLITION MATERIALS WASTE MANAGEMENT PLAN

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

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

Project Name: _____

Location: _____

Building Type/Project Description:

Square Footage and/or Number of Units:

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

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

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

Company Name:

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

SUPPLEMENTAL ATTACHMENTS:

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

OFFICE USE ONLY

PLAN APPROVED BY _____ DATE _____ COMPLIANCE APPROVED BY _____ DATE _____

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

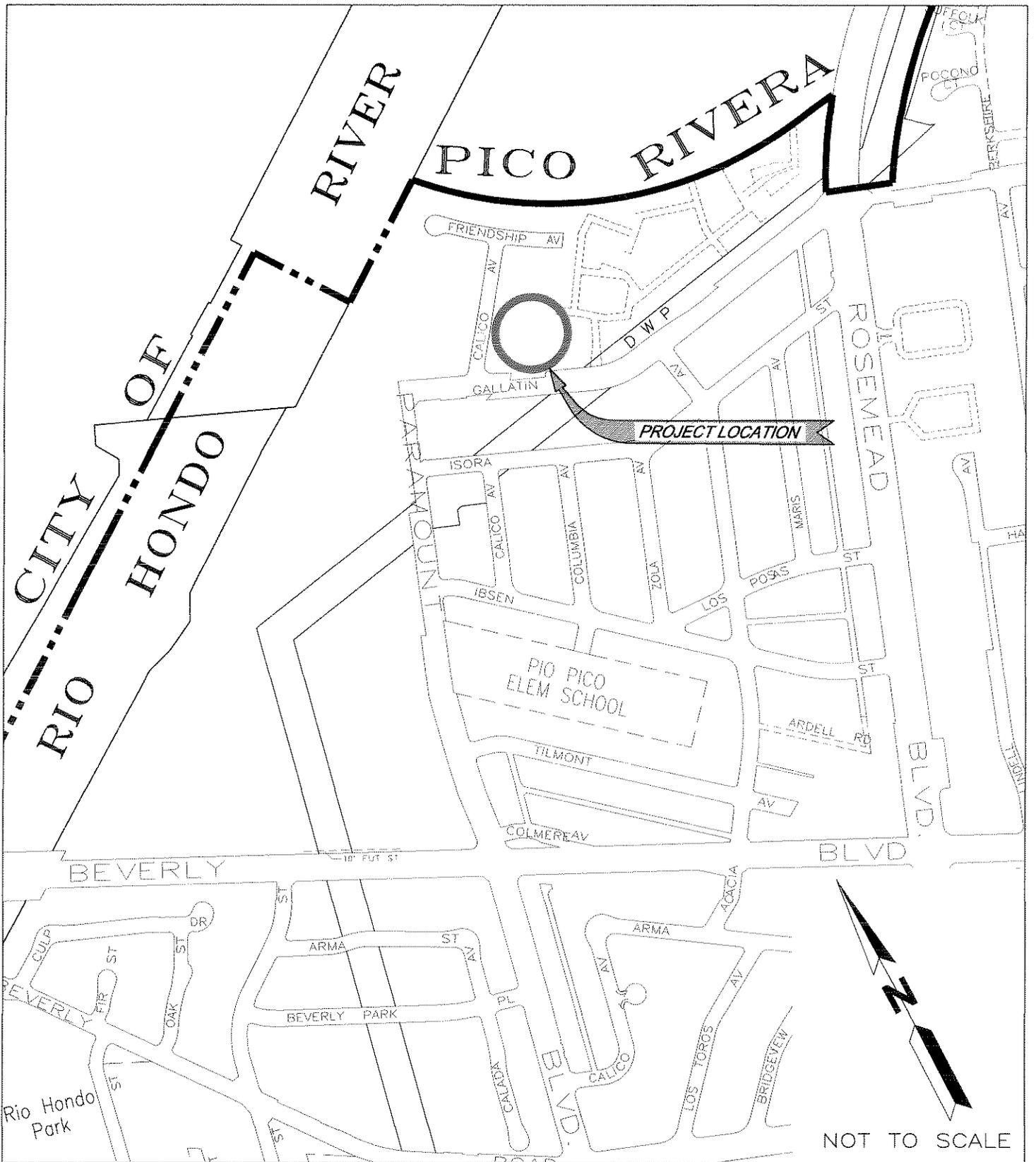
Comments: _____



CONSTRUCTION AND DEMOLITION MATERIALS WASTE MANAGEMENT PLAN APPLICATIONS

Property Owner Name:		Phone Number:
Project Address:		
Contractor Company Name & Contact Person:		Phone Number(s):
Project Description:		
Project Value:	Project Size:	Estimated Start Date:
\$ _____	_____ Sq. Ft.	_____
Submit to: City of Pico Rivera, Director of Housing Services, 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 Housing Services at (562) 801-4352. Thank you.



CITY OF PICO RIVERA

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

PICO RIVERA WATER AUTHORITY ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1

CIP NO. 21264 - VICINITY MAP

Bid Schedule

ELECTRICAL PANEL REPLACEMENT AT PLANT NO. 1- CIP NO. 21264

13-Aug-14

Item No.	Description	Quantity	Unit	MORROW-MEADOWS		HYDROSCIENTIFIC WEST		LEED ELECTRIC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
Base Bid									
1	Mobilization / Demobilization.	1	Lump Sum	\$18,925.00	\$18,925.00	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00
2	Environmental Control Measures.	1	Lump Sum	\$3,896.00	\$3,896.00	\$8,000.00	\$8,000.00	\$1,554.00	\$1,554.00
3	Construction of New Connection	1	Lump Sum	\$31,865.00	\$31,865.00	\$66,000.00	\$66,000.00	\$137,510.00	\$137,510.00
4	Construction of New Main Switch Board	1	Lump Sum	\$68,096.00	\$68,096.00	\$96,000.00	\$96,000.00	\$53,683.00	\$53,683.00
5	Demolition of Existing MCC	1	Lump Sum	\$5,674.00	\$5,674.00	\$19,698.00	\$19,698.00	\$31,530.00	\$31,530.00
6	Construction of New MCC	1	Lump Sum	\$138,870.00	\$138,870.00	\$164,000.00	\$164,000.00	\$119,711.00	\$119,711.00
Subtotal Base Bid (Items 1 Thr. 6)					\$267,326.00		\$358,698.00		\$356,988.00
Optional Bid									
7	Furnish and Install Temporary MCC	1	Lump Sum	\$2,512.00	\$2,512.00	\$18,697.00	\$18,697.00	\$27,532.00	\$27,532.00
Subtotal Optional Bid (Bid Item 7)					\$2,512.00		\$18,697.00		\$27,532.00
TOTAL BID AMOUNT					\$269,838.00		\$377,395.00		\$384,520.00
Rank					1		2		3



Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

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

Project Title: Electrical Panel Replacement at Plant No. 1 - CIP 21264

Project Applicant: City of Pico Rivera

Project Location - Specific:
Citywide, City of Pico Rivera

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

Description of Nature, Purpose and Beneficiaries of Project:

Replace existing motor control panels at Pico Rivera Water authority Plant No. 1

Name of Public Agency Approving Project: City of Pico Rivera

Name of Person or Agency Carrying Out Project: Arturo Cervantes, Director of Public Works/City Engineer

Exempt Status: (check one):

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

Reasons why project is exempt:

This project is exempt due to it being an equipment upgrade at plant/field operations sites with no significant environmental impact.

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

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? [X] Yes [] No

Signature: [Signature] Date: 4/7/14 Title: Director of Public Works/City Engineer

[X] Signed by Lead Agency [] Signed by Applicant

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

ORIGINAL FILED

APR 09 2014

LOS ANGELES, COUNTY CLERK

Revised 2011



To: President and Commissioners
From: Executive Director
Meeting Date: August 26, 2014
Subject: DECLARATION OF EMERGENCY WATER CONSERVATION PROVISIONS

Recommendation:

Adopt a Resolution Declaring a Level 1 Water Supply Shortage as Described in Pico Rivera Municipal Code Section 13.70.050

Fiscal Impact: This action has no fiscal impacts.

Discussion:

Background

On April 25, 2014, Governor Brown issued an executive order directing the State Water Resources Control Board ("State Board") to adopt emergency regulations pursuant to Water Code Section 1058.5. In response, the State Board submitted an emergency action on July 18, 2014, to the State of California's Office of Administrative Law to adopt emergency water conservation regulations. The Office of Administrative Law approved the emergency actions on July 28, 2014 (Enclosure 2). The State Board's emergency action is effective August 1, 2014 through April 25, 2015, and contains: a) mandatory requirements applicable to all water users; and b) mandatory requirements applicable to water utilities, such as the Pico Rivera Water Authority (PRWA). The emergency regulations do not replace local conservation measures, but require PRWA to implement conservation measures in addition to the permanent measures in place by ordinance.

Prohibited Actions State-wide

The emergency regulations implements a State-wide prohibition of the actions listed below, except where necessary to address an immediate health and safety need, or to comply with a permit issued by a State or Federal agency:

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 08/26/14
DECLARATION OF EMERGENCY WATER CONSERVATION PROVISIONS

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1. Using potable water on outdoor landscapes in a manner that causes runoff onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
2. Using a hose dispensing potable water to wash a car, except where the hose is fitted with a shut-off nozzle or other attached device that ceases water dispensing immediately when the hose is not in use;
3. Using potable water on driveways and sidewalks; and
4. Using potable water in a fountain or other decorative feature, except where the water is part of a recirculating system.

Increase of Conservation Measures and Mandatory Reporting

A. Increase of Conservation Measures.

The emergency water conservation regulations require urban water suppliers, such as the PRWA to:

1. Implement the stage of its water shortage contingency plan that imposes mandatory restrictions on the use of potable water for outdoor irrigation of ornamental landscapes or turf; or
2. Request that the Executive Director of the State Water Board approve an alternative plan that includes allocation-based rate structures to achieve a conservation level higher than what would result from limiting outdoor irrigation of landscapes and turf to no more than two days a week.

Staff recommends the first option because the PRWA has a Water Shortage Contingency Plan, which was jointly prepared by the City of Pico Rivera and PRWA, and presented in the entities' 2010 Urban Water Management Plan. As stated in the 2010 Urban Water Management Plan, the City of Pico Rivera and PRWA agreed to a multi-stage water conservation plan. The conservation plan was adopted by the City as reflected in Pico Rivera Municipal Code Chapter 13.70 (Enclosure 3). Therefore, this report and the attached Resolution refer to the Pico Rivera Municipal Code Chapter 13.70 for ease of reference.

The PRWA's customers and the water users in the City of Pico Rivera are subject to Pico Rivera Municipal Code Chapter 13.70, which includes permanent prohibitions against water waste. To comply with the first option presented in the recently effective Statewide emergency regulations, however, PRWA must increase its conservation efforts and implement the stage of its conservation plan that imposes mandatory restrictions on outdoor irrigation. That stage is the Level 1 Water Supply Shortage, as stated in Pico Rivera Municipal Code Section 13.70.050. As applied by the PRWA, Level 1 conservation imposes the following measures in addition to the permanent measures:

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 08/26/14
DECLARATION OF EMERGENCY WATER CONSERVATION PROVISIONS

Page 3 of 4

- Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to three (3) days per week for April through October. During the months of November through March, watering or irrigating is limited to no more than one (1) day per week. Restrictions are subject to a schedule established and posted by the PRWA (or the City).
- This provision does not apply to very low flow drip type irrigation systems or irrigating by use of hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
- All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within seventy-two hours of notification by the PRWA (or the City) unless other arrangements are made with the PRWA.
- The PRWA may implement other prohibited water uses as determined by the PRWA, after notice to customers.

To implement Level 1 water conservation measures, the PRWA shall:

1. Determine that due to drought or other water supply reductions, a water shortage exists and a consumer demand reduction is necessary to ensure sufficient supplies will be available to meet anticipated demands;
2. Declare Level 1 water supply shortage conditions by resolution at a regular or special public meeting held in accordance with State law. The mandatory Level 1 conservation requirements shall take effect on the tenth day after the date the shortage level is declared; and
3. Publish a copy of the resolution in a newspaper used for publication of official notices within five (5) days following the declaration.

B. Mandatory Reporting.

The PRWA shall also submit monitoring reports to the State Water Board by the 15th of each month, starting in August. The first monitoring report shall state the number of persons served by the water supplier. The reports shall include the PRWA's monthly production amount. The report shall also compare that amount to the amount produced in the same calendar month in 2013. Beginning October 15, 2014, the report shall also estimate the gallons of water per person, per day, used by residential customers.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 08/26/14
DECLARATION OF EMERGENCY WATER CONSERVATION PROVISIONS

Page 4 of 4

C. Penalties.

The emergency regulation authorizes the PRWA to collect fines for violations, which are deemed infractions and punishable by up to five hundred dollars (\$500) per day, per violation. The PRWA is also subject to fines for violations of any portion of the emergency regulations.

Conclusion

Staff recommends the PRWA adopt the attached resolution (Enclosure 1) declaring a Level 1 Water Supply Shortage in accordance with the Municipal Code Section 13.70.050. Outdoor water use restrictions will be three (3) days per week for April through October and one (1) day per week for November through March. Enforcement would require responding to violations with penalties as outlined in the Municipal Codes. The establishment of such a water supply emergency shall remain in effect until April 15, 2015, at which time the PRWA Board shall review the water supply conditions to determine the need for continued mandatory conservation measures.

The PRWA may instead request that the State Board's Executive Director approve an alternate plan. Regardless of which approach is taken (Level 1 water conservation measures or an alternate plan), the City shall submit monthly reports to the Board, as described above.



René Bobadilla

RB:JE:AA:lg

Enc.

- 1) Resolution
- 2) Office of Administrative Law's approval of emergency regulations
- 3) Ordinance No. 1056 of the Pico Rivera Municipal Code, adding Chapter 13.70 to establish water conservation and water supply shortage program

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF THE PICO RIVERA WATER AUTHORITY, PICO RIVERA, CALIFORNIA, DECLARING LEVEL 1 WATER SUPPLY SHORTAGE AND IMPLEMENTING WATER CONSERVATION MEASURES BY REASON OF REGULATIONS IMPOSED BY THE STATE OF CALIFORNIA

WHEREAS, 2014 is projected to become the driest year on record;

WHEREAS, on January 17, 2014 the Governor proclaimed a state of emergency caused by the dry conditions, which called for Californians to reduce water use twenty percent (20%);

WHEREAS, the State of California Water Resources Control Board, responding to the Governor's call for water conservation, adopted provisions requiring urban water agencies to place mandatory water use restrictions on outdoor water use or to implement Water Shortage Contingency Plans to accomplish same;

WHEREAS, such water use restrictions include the limitation of outdoor irrigation of ornamental turf or landscaping, prohibition of water runoff from landscaped areas to non irrigated areas, application of water on to any hard surface, use of water fountains and water features except where water is part of a recirculating system and use of a hose unless equipped with a shut off nozzle;

WHEREAS, such infractions shall be punishable by a fine up to five hundred dollars (\$500.00) per day for violations;

WHEREAS, the City of Pico Rivera and the Pico Rivera Water Authority jointly prepared a 2010 Urban Water Management Plan, containing a Water Shortage Contingency Plan, which was approved by the State Department of Water Resources in 2014;

WHEREAS, the City and Pico Rivera Water Authority agreed to a multi-level water conservation plan, which the City then codified at Chapter 13.70 of the Pico Rivera Municipal Code; and

WHEREAS, to comply with recently effective State of California Water Resources Control Board regulations, the Pico Rivera Water Authority shall implement Level 1 water conservation measures described in Section 13.70.050.

NOW, THEREFORE, THE BOARD OF THE PICO RIVERA WATER AUTHORITY DOES RESOLVE AS FOLLOWS:

SECTION 1. The Board of the Pico Rivera Water Authority determines and declares that due to drought, reduction in water use is necessary to ensure sufficient supplies will be available to meet anticipated demands.

SECTION 2. The Board of the Pico Rivera Water Authority will implement the mandatory Level 1 conservation measures identified in this section.

SECTION 3. The establishment of such a water supply emergency shall remain in effect until April 15, 2015 at which time the Board shall review the water supply conditions to determine the need for continued mandatory conservation measures.

SECTION 4. At such time on or before the aforementioned date the State Water Board determines that a water supply emergency ceases to exist the State Water Board may adopt a resolution to declare an end of the water supply emergency.

SECTION 5. The Authority Secretary shall certify to the passage and adoption of this resolution and hereafter the same shall be in full force and effect.

SECTION 6. The mandatory conservation requirements applicable to Level 1, however, shall take effect on the tenth day after the date this resolution is adopted and approved.

ADOPTED AND APPROVED this _____ day of _____, 2014.

Brent A. Tercero, President

ATTEST:

APPROVED AS TO FORM:

Anna M. Jerome, Authority Secretary

Arnold M. Alvarez-Glasman, General Counsel

AYES:

NOES:

ABSENT:

ABSTAIN:

**State of California
Office of Administrative Law**

In re:
State Water Resources Control Board

Regulatory Action:

Title 23, California Code of Regulations

Adopt sections: 863, 864, 865

Amend sections:

Repeal sections:

**NOTICE OF APPROVAL OF EMERGENCY
REGULATORY ACTION**

**Government Code Sections 11346.1 and
11349.6**

OAL File No. 2014-0718-01 E

The State Water Resources Control Board (Board) submitted this emergency action to adopt three sections and a new article in title 23 of the California Code of Regulations pertaining to drought emergency water conservation. The proposed action addresses severe impacts on California's water supplies and its ability to meet all water demands in the state due to the current drought, which was declared to be a state of emergency by Governor Brown in two executive orders issued in 2014. The second executive order, issued April 25, 2014, directed the Board to adopt emergency regulations, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement drought response plans to limit outdoor irrigation and other wasteful water practices.

OAL approves this emergency regulatory action pursuant to sections 11346.1 and 11349.6 of the Government Code.

This emergency regulatory action is effective on 7/28/2014 and, pursuant to section 1058.5 of the Water Code, will expire on 4/25/2015. The Certificate of Compliance for this action is due no later than 4/24/2015.

Date: 7/28/2014



Richard L. Smith
Senior Attorney

For: DEBRA M. CORNEZ
Director

Original: Thomas Howard
Copy: Carlos Mejia

EMERGENCY

(See instructions on reverse)

For use by Secretary of State only

STD. 409 (REV. 01-2013)

OAL FILE NUMBERS	NOTICE FILE NUMBER Z-	REGULATORY ACTION NUMBER	EMERGENCY NUMBER 2014-0718-01E
For use by Office of Administrative Law (OAL) only		2014 JUL 28 PM 1:30	
NOTICE		REGULATIONS	
AGENCY WITH RULEMAKING AUTHORITY State Water Resources Control Board			AGENCY FILE NUMBER (if any)

2014 JUL 18 PM 12:09
OFFICE OF ADMINISTRATIVE LAW

Debra Bowen
DEBRA BOWEN
SECRETARY OF STATE

A. PUBLICATION OF NOTICE (Complete for publication in Notice Register)

1. SUBJECT OF NOTICE Drought Emergency Water Conservation	TITLE(S) 23	FIRST SECTION AFFECTED 863	2. REQUESTED PUBLICATION DATE
3. NOTICE TYPE <input checked="" type="checkbox"/> Notice re Proposed Regulatory Action <input type="checkbox"/> Other	4. AGENCY CONTACT PERSON Carlos Mejia	TELEPHONE NUMBER (916) 341-5184	FAX NUMBER (Optional) (916) 341-5199
OAL USE ONLY	ACTION ON PROPOSED NOTICE <input type="checkbox"/> Approved as Submitted <input type="checkbox"/> Approved as Modified <input type="checkbox"/> Disapproved/Withdrawn	NOTICE REGISTER NUMBER	PUBLICATION DATE

B. SUBMISSION OF REGULATIONS (Complete when submitting regulations)

1a. SUBJECT OF REGULATION(S) Drought Emergency Water Conservation	1b. ALL PREVIOUS RELATED OAL REGULATORY ACTION NUMBER(S)
--	--

SECTION(S) AFFECTED (List all section number(s) individually. Attach additional sheet if needed.)	ADOPT 863, 864, 865
	AMEND
TITLE(S) 23 via 7/18/14	REPEAL

3. TYPE OF FILING

<input type="checkbox"/> Regular Rulemaking (Gov. Code §11346)	<input type="checkbox"/> Certificate of Compliance: The agency officer named below certifies that this agency complied with the provisions of Gov. Code §§11346.2-11347.3 either before the emergency regulation was adopted or within the time period required by statute.	<input type="checkbox"/> Emergency Readopt (Gov. Code, §11346.1(h))	<input type="checkbox"/> Changes Without Regulatory Effect (Cal. Code Regs., title 1, §100)
<input type="checkbox"/> Resubmittal of disapproved or withdrawn nonemergency filing (Gov. Code §§11349.3, 11349.4)	<input type="checkbox"/> Resubmittal of disapproved or withdrawn emergency filing (Gov. Code, §11346.1)	<input type="checkbox"/> File & Print	<input type="checkbox"/> Print Only
<input checked="" type="checkbox"/> Emergency (Gov. Code, §11346.1(b))		<input checked="" type="checkbox"/> Other (Specify) <u>Emergency (wat. Code, §1058.5)</u>	per agency request <i>RS</i>

4. ALL BEGINNING AND ENDING DATES OF AVAILABILITY OF MODIFIED REGULATIONS AND/OR MATERIAL ADDED TO THE RULEMAKING FILE (Cal. Code Regs. title 1, §44 and Gov. Code §11347.1)

5. EFFECTIVE DATE OF CHANGES (Gov. Code, §§ 11343.4, 11346.1(d); Cal. Code Regs., title 1, §100)

<input type="checkbox"/> Effective January 1, April 1, July 1, or October 1 (Gov. Code §11343.4(a))	<input checked="" type="checkbox"/> Effective on filing with Secretary of State	<input type="checkbox"/> §100 Changes Without Regulatory Effect	<input type="checkbox"/> Effective other (Specify)
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6. CHECK IF THESE REGULATIONS REQUIRE NOTICE TO, OR REVIEW, CONSULTATION, APPROVAL OR CONCURRENCE BY, ANOTHER AGENCY OR ENTITY

<input checked="" type="checkbox"/> Department of Finance (Form STD. 399) (SAM §6660)	<input type="checkbox"/> Fair Political Practices Commission	<input type="checkbox"/> State Fire Marshal
<input type="checkbox"/> Other (Specify) <u>request RS</u>		

7. CONTACT PERSON Carlos Mejia	TELEPHONE NUMBER (916) 341-5184	FAX NUMBER (Optional) (916) 341-5199	E-MAIL ADDRESS (Optional) carlos.mejia@waterboards.ca.gov
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8. I certify that the attached copy of the regulation(s) is a true and correct copy of the regulation(s) identified on this form, that the information specified on this form is true and correct, and that I am the head of the agency taking this action, or a designee of the head of the agency, and am authorized to make this certification.

SIGNATURE OF AGENCY HEAD OR DESIGNEE 	DATE 7-17-2014
TYPED NAME AND TITLE OF SIGNATORY Caren Trgovcich, Chief Deputy Director, State Water Resources Control Board	

For use by Office of Administrative Law (OAL) only

ENDORSED APPROVED

JUL 28 2014

Office of Administrative Law

PROPOSED TEXT OF EMERGENCY REGULATIONS

Article 22.5. Drought Emergency Water Conservation.

Section 863. Findings of Drought Emergency.

(a) The State Water Resources Control Board finds as follows:

(1) On January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

(2) On April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

(3) The drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

(4) The present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

(5) The drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will likely be necessary to further promote conservation.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104 and 105, Water Code.

Section 864. Prohibited Activities in Promotion of Water Conservation.

(a) To promote water conservation, each of the following actions is prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

(1) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(2) The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(3) The application of potable water to driveways and sidewalks; and

(4) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

(b) The taking of any action prohibited in subdivision (a) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104 and 105, Water Code.

Section 865. Mandatory Actions by Water Suppliers.

(a) The term "urban water supplier," when used in this section, refers to a supplier that meets the definition set forth in Water Code section 10617, except it does not refer to

PROPOSED TEXT OF EMERGENCY REGULATIONS

suppliers when they are functioning solely in a wholesale capacity, but does apply to suppliers when they are functioning in a retail capacity.

(b)(1) To promote water conservation, each urban water supplier shall implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation of ornamental landscapes or turf with potable water.

(2) As an alternative to subdivision (b)(1), an urban water supplier may submit a request to the Executive Director for approval of an alternate plan that includes allocation-based rate structures that satisfies the requirements of chapter 3.4 (commencing with section 370) of division 1 of the Water Code, and the Executive Director may approve such an alternate plan upon determining that the rate structure, in conjunction with other measures, achieves a level of conservation that would be superior to that achieved by implementing limitations on outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week.

(c) To promote water conservation, each urban water supplier that does not have a water shortage contingency plan or has been notified by the Department of Water Resources that its water shortage contingency plan does not meet the requirements of Water Code section 10632 shall, within thirty (30) days, limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week or shall implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

(d) In furtherance of the promotion of water conservation each urban water supplier shall prepare and submit to the State Water Resources Control Board by the 15th of each month a monitoring report on forms provided by the Board. The monitoring report shall include the amount of potable water the urban water supplier produced, including water provided by a wholesaler, in the preceding calendar month and shall compare that amount to the amount produced in the same calendar month in 2013. Beginning October 15, 2014, the monitoring report shall also estimate the gallons of water per person per day used by the residential customers it serves. In its initial monitoring report, each urban water supplier shall state the number of persons it serves.

(e) To promote water conservation, each distributor of a public water supply, as defined in Water Code section 350, that is not an urban water supplier shall, within thirty (30) days, take one or more of the following actions:

(1) Limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or

(2) Implement another mandatory conservation measure or measures intended to achieve a comparable reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

Note:

Authority: Section 1058.5, Water Code.

Reference: Sections 102, 104, 105, 350, 10617 and 10632, Water Code.

ORDINANCE NO. 1056

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PICO RIVERA, CALIFORNIA, REPEALING CHAPTER 13.70, ENTITLED, "PROHIBITIONS ON WASTEFUL USE OF WATER" AND ADDING CHAPTER 13.70 ESTABLISHING A WATER CONSERVATION AND WATER SUPPLY SHORTAGE PROGRAM AND REGULATIONS TO THE PICO RIVERA MUNICIPAL CODE

WHEREAS, a reliable minimum supply of potable water is essential to the public health, safety and welfare of the people and economy of the Southern California region;

WHEREAS, Southern California is a semi-arid region and is largely dependent upon imported water supplies. A growing population, climate change, environmental concerns, and other factors in other parts of the State and western United States, make the region highly susceptible to water supply reliability issues;

WHEREAS, careful water management that includes active water conservation measures not only in times of drought, but at all times, is essential to ensure a reliable minimum supply of water to meet current and future water supply needs;

WHEREAS, Article X, Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof;

WHEREAS, California Water Code Section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies; and

WHEREAS, the adoption and enforcement of a water conservation and supply shortage program is necessary to manage the City's potable water supply in the short and long-term and to avoid or minimize the effects of drought and shortage within the City. Such program is essential to ensure a reliable and sustainable minimum supply of water for the public health, safety and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PICO RIVERA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 13.70 is hereby established to the Pico Rivera Municipal Code to read as follows:

Section 13.70. Water Conservation and Water Supply Shortage Program.

13.70.010. Purpose

a. The purpose of this Chapter is to establish a water conservation and supply shortage program that will reduce water consumption within the City of Pico Rivera through conservation, enable effective water supply planning, assure reasonable and beneficial use of water, prevent waste of water, and maximize the efficient use of water within the City to avoid and minimize the effect and hardship of water shortage to the greatest extent possible.

b. This Chapter establishes permanent water conservation standards intended to alter behavior related to water use efficiency for non-shortage conditions and further establishes three levels of water supply shortage response actions to be implemented during times of declared water shortage or declared water shortage emergency, with increasing restrictions on water use in response to worsening drought or emergency conditions and decreasing supplies.

Section 13.70.020. Definitions.

The following words and phrases whenever used in this chapter shall have the meaning defined in this section:

- a. "City" means the City of Pico Rivera.
- b. "Person" means any natural person or persons, corporation, public or private entity, governmental agency or institution, or any other use of water provided by the City.
- c. "Landscape Irrigation System" means an irrigation system with pipes, hoses, spray heads, or sprinkling devices that are operated by hand or through an automated system.
- d. "Large Landscape Areas" means a lawn, landscape or other vegetated area, or combination thereof, equal to more than one (1) acre of irrigable land.
- e. "Single Pass Cooling Systems" means equipment where water is circulated only once to cool equipment before being disposed.
- f. "Potable Water" means water which is suitable for drinking.
- g. "Recycled Water" means the reclamation and reuse of non-potable water for beneficial use.
- h. "Billing Unit" means the unit of water used to apply water rates for the purposes of calculating water charges for a person's water usage.

Section. 13.70.030. Application

- a. The provisions of this Chapter apply to any person in the use of any potable water provided by the City.
- b. The provisions of this Chapter do not apply to uses of water necessary to protect public health and safety or for essential government services, such as police, fire or other similar emergency services.

c. The provisions of this Chapter do not apply to the use of water by commercial nurseries and commercial growers to sustain plants, trees, shrubs, crops or other vegetation intended for commercial sale.

d. This Chapter is intended solely to further the conservation of water. It is not intended to implement any provision of federal, state or local statutes, ordinances or regulations relating to protection of water quality or control of drainage or runoff.

Section 13.70.040. Permanent Water Conservation Requirements – Prohibition Against Waste.

The following water conservation requirements are effective at all times and shall be permanent. Violations of this section shall be considered waste and an unreasonable use of water.

a. **Limits on Water Hours.** Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of 10:00 a.m. and 4:00 p.m. Pacific Standard Time on any day, except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

b. **Limit on Watering Duration.** Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended to is limited to no more than fifteen (15) minutes of water per day per station. This subsection does not apply to landscape irrigation systems that exclusively use very low-flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour and weather based controllers or stream rotor sprinklers that meet a seventy percent (70%) efficiency standard.

c. **No Excessive Water Flow or Runoff.** Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.

d. **No Washing Down Hard or Paved Surfaces.** Washing down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high pressure cleaning machine equipped to recycle any water used.

e. **Obligation to Fix Leaks, Breaks or Malfunctions.** Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected, and in no event more than fourteen (14) days of receiving notice from the City, is prohibited.

f. **Re-circulating Water Required for Water Fountains and Decorative Water Features.** Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited after April 1, 2010.

g. **Limits on Washing Vehicles.** Using water to wash or clean a vehicle, including but not limited to any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a hand-held bucket or similar container or a hand-held hose equipped with a positive self-closing water shut-off nozzle or device. This subsection does not apply to any commercial car washing facility.

h. **Drinking Water Served Upon Request Only.** Eating or drinking establishments, including but not limited to a restaurant, hotel, café, cafeteria, bar, club or other public place where food or drinks are sold, served or offered for sale, are prohibited from providing drinking water to any person unless expressly requested.

i. **Commercial Lodging Establishments Must Provide Option to Not Launder Linen Daily.** Hotels, motels and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments shall prominently display notice of this option in each bathroom using clear and easily understood language.

j. **No Installation of Single Pass Cooling Systems.** Installation of single pass cooling systems is prohibited in buildings requesting new water service.

k. **No Installation of Non-re-circulating Commercial Car Wash and Laundry Systems.** Installation of non-re-circulating water systems is prohibited in new commercial conveyor car wash and new commercial laundry systems.

l. **Restaurants Required to Use Water Conserving Dish Wash Spray Valves.** Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.

Section 13.70.050. Level 1 Water Supply Shortage.

a. A Level 1 Water Supply Shortage exists when the City determines, in its sole discretion, that due to drought or other water supply reductions, a water shortage exists and a consumer demand reduction is necessary to ensure sufficient supplies will be available to meet anticipated demands. Upon the declaration by the City of a Level 1 Water Supply Shortage condition, the City will implement the mandatory Level 1 conservation measures identified in this section. The type of event that may prompt the City to declare a Level 1 Water Supply Shortage may include, among other factors, a finding that its wholesale water provider calls for extraordinary water conservation.

b. **Additional Water Conservation Measures.** In addition to the prohibited uses of water identified in Section 13.70.040, the following water conservation requirements apply during a declared Level 1 Water Supply Shortage:

1. **Limits on Watering Days.** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to three (3) days per week on a schedule established and posted by the City. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one (1) day per week on a schedule established and posted by the City. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.
2. **Obligation to Fix Leaks, Breaks or Malfunctions.** All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within seventy-two (72) hours of notification by the City unless other arrangements are made with the City.
3. **Other Prohibited Uses.** The City may implement other prohibited water uses as determined by the City, after notice to customers.

Section 13.70.060. Level 2 Water Supply Shortage.

a. A Level 2 Water Supply Shortage exists when the City determines, in its sole discretion, that due to drought or other supply reductions, a water supply shortage exists and a consumer demand reduction is necessary to ensure sufficient supplies will be available to meet anticipated demands. Upon the declaration by the City of a Level 2 Water Supply Shortage condition, the City will implement the mandatory Level 2 conservation measures identified in this section.

b. **Additional Conservation Measures.** In addition to the prohibited uses of water identified in Sections 13.70.040 and 13.70.050, the following additional water conservation requirements apply during a declared Level 2 Water Supply Shortage:

1. **Watering Days.** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the City. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the City. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

2. **Obligation to Fix Leaks, Breaks or Malfunctions.** All leaks, breaks or other malfunctions in the water user's plumbing or distribution system must be repaired within forty-eight (48) hours of notification by the City unless other arrangements are made with the City.
 3. **Limits on Filling Ornamental Lakes or Ponds.** Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to the declaration of a supply shortage level under this ordinance.
 4. **Limits on Washing Vehicles.** Using water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not, is prohibited except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, by high pressure/low volume wash systems, or at a commercial car washing facility that utilizes a re-circulating water system to capture or reuse water.
 5. **Limits on Filling Residential Swimming Pools & Spas.** Re-filling of more than one foot and initial filling of residential swimming pools or outdoor spas with potable water is prohibited.
 6. **Other Prohibited Uses.** The City may implement other prohibited water uses as determined by the City, after notice to customers.
- d. In addition to the above procedures during a Level 2 Water Supply Shortage, the City may adopt the following procedures:

1. **Water Allocations / Water Budget.** The City will establish a water allocation for property served by the City using a method that does not penalize persons for the implementation of conservation methods or the installation of water saving devices. The City must provide notice of the allocation by including it in the regular billing statement for the fee or charge or by any other mailing to the address to which the City customarily mails the billing statement for fees or charges for on-going water service.

Following the effective date of the water allocation as established by the City, any person that uses water in excess of the allocation will be subject to a citation in accordance with Section 13.70.210. Any monetary penalty for excess water usage may be imposed for violation of this ordinance.

2. **Water Supply Shortage Rates.** During a Level 2 Water Supply Shortage condition, the City may increase water rates by an amount necessary, as determined by the City. The increase in water rates may vary from categories of customers.

3. **Mandatory Percentage Use Reductions.** During a Level 2 Water Supply Shortage condition, all customers will be required to reduce water consumption by a percentage determined by the City.

Section 13.70.070. Level 3 Water Supply Shortage – Emergency Condition.

a. A Level 3 Water Supply Shortage condition is also referred to as an “Emergency” condition. A Level 3 condition exists when the City declares a water shortage emergency and notifies its residents and businesses that a significant reduction in consumer demand is necessary to ensure sufficient supplies will be available to meet anticipated demands. Upon the declaration of a Level 3 Water Supply Shortage Emergency condition, the City will implement the mandatory Level 3 conservation measures identified in this section.

b. A Level 3 Water Supply Shortage Emergency exists when the City declares a water shortage emergency condition pursuant to California Water Code section 350 and notifies its residents and businesses that more than a thirty percent (30%) consumer demand reduction is required to ensure sufficient supplies for human consumption, sanitation and fire protection. The City must declare a Water Supply Shortage Emergency in the manner and on the grounds provided in California Water Code Section 350.

c. **Additional Conservation Measures.** In addition to the prohibited uses of water identified in Sections 13.70.040, 13.70.050, and 13.70.060 the following water conservation requirements apply during a declared Level 3 Water Supply Shortage Emergency:

1. **No Watering or Irrigating.** Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited. This restriction shall not apply to the following categories of use unless the City has determined that recycled water is available and may be lawfully applied to the use:
 - i. Maintenance of vegetation, including trees and shrubs, that are watered using a hand-held bucket or similar container, hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or a very low-flow drip type irrigation system when no emitter produces more than two (2) gallons of water per hour subject to the hour restrictions in Section 13.70.040;
 - ii. Maintenance of existing landscape necessary for fire protection;
 - iii. Maintenance of existing landscape for soil erosion control;
 - iv. Maintenance of plant materials identified to be rare or essential to the well being of rare animals;
 - v. Maintenance of landscape within active public parks and playing fields, day care center, school grounds, cemeteries, and golf course greens, provided that such irrigation does not exceed two (2) days per week.

- vi. Public works projects and actively irrigated environmental mitigation projects.
2. **Obligation to Fix Leaks, Breaks or Malfunctions.** All leaks, breaks or other malfunctions in the water user's plumbing or distribution system must be repaired within twenty-four (24) hours of notification by the City unless other arrangements are made with the City.
3. **No New Potable Water Service.** Upon declaration of a Level 3 Water Supply Shortage Emergency condition, no new potable water service may be provided, no new temporary meters or permanent meters may be provided, and no statements of immediate ability to serve or provide potable water service (such as, will serve letters, certificates, or letters of availability) may be issued, except under the following circumstances:
 1. A valid, unexpired building permit has been issued for the project; or
 2. The project is necessary to protect the public's health, safety and welfare;
 3. The applicant provides substantial evidence of an enforceable commitment that water demands for the project will be offset prior to the provision of a new water meter(s) to the satisfaction of the City.

This provision does not preclude the resetting or turn-on of meters to provide continuation of water service or the restoration of service that has been interrupted for a period of one year or less.
4. **Discontinue Service:** The City, in its sole discretion, may discontinue service to consumers who willfully violate provisions of this section.
5. **Other Prohibited Uses:** The City may implement other prohibited water uses as determined by the City, after notice to customers.

13.70.080. Procedures for Determination and Notification of Water Supply Shortage.

a. **Declaration and Notification of Level 1 & 2 Water Supply Shortage.** The existence of Level 1 and Level 2 Water Supply Shortage conditions may be declared by resolution of the City adopted at a regular or special public meeting held in accordance with State law. The mandatory conservation requirements applicable to Level 1 or Level 2 conditions shall take effect on the tenth day after the date the shortage level is declared. Within five (5) days following the declaration of the shortage level, the City shall publish a copy of the resolution in a newspaper used for publication of official notices. If the City establishes a water allocation, it shall provide notice of the allocation by including it in the regular billing statement or by any other mailing to the address to which the City customarily mails the billing statement for fees or charges for ongoing water service. A water allocation shall be effective on the fifth day following the date of mailing or at such later date as specified in the notice.

b. **Declaration and Notification of Level 3 Water Supply Shortage:** The existence of a Level 3 Water Supply Shortage Emergency condition may be declared in accordance with the procedures specified in Water Code Sections 351 and 352. The mandatory conservation requirements applicable to the Level 3 conditions shall take effect on the tenth (10) day after the date the shortage level is declared. Within five (5) days following the declaration of the shortage level, the City shall publish a copy of the Resolution in a newspaper used for the publication of official notices. If the City establishes a water allocation, it shall provide notice of the allocation by including it in the regular billing statement or by any other mailing to the address to which the City customarily mails the billing statement for fees or charges for ongoing water service. A water allocation shall be effective on the fifth day following the date of mailing or at such later date as specified in the notice.

13.70.090. Commercial Car Wash Systems.

Effective on January 1, 2011, all commercial conveyor car wash systems are required to have installed an operational re-circulating water system, or must have secured a waiver of this requirement from the City.

13.70.100. Large Landscape Areas – Rain Sensors.

Large landscape areas, such as parks, cemeteries, golf courses, school grounds and playing fields that use landscape irrigation systems to water or irrigate, must use landscape irrigation systems with rain sensors that automatically shut off such systems during periods of rain or irrigation timers, which automatically use information such as evapotranspiration sensors to set an efficient water use schedule.

13.70.110. Construction Purposes. Recycled or non-potable water must be used for construction purposes when available.

13.70.120. No New Annexations.

Upon the declaration of a Level 2 Water Supply Shortage condition, the City will suspend consideration of annexations to its service area. This subsection does not apply to boundary corrections and annexations that will not result in any increased use of water.

13.70.130. Limits on Building Permits.

Upon the declaration of a Level 3 Water Supply Shortage condition, the City will limit or withhold the issuance of building permits which require new or expanded water service, except to protect the public health, safety and welfare, or in cases which meet the City's adopted conservation offset requirements.

13.70.140. Water Recycling Required if Alternative Available.

The use of potable water, other than recycled water, is prohibited for specified uses after the City has provided to the customer an analysis showing that recycled water is a cost-effective alternative to potable water for such uses and the customer has had a reasonable time, as determined by the City Manager, to make the conversion to recycled water.

13.70.150. Water Recycling – New Service.

Prior to the connection of any new water service, an evaluation must be done by the City to determine whether recycled water exists to supply all or some of the water needed and recycled water must be utilized to the extent feasible.

13.70.160. Water Recycling Plan.

a. The City Manager must prepare a water recycling master plan that contains recommendations to increase the amount of recycled water used and shall report to the City Council annually on progress towards implementing such recommendations.

b. Upon request of the City Manager, City Departments must prepare and submit quarterly reports on their water conservation efforts. The reports will be consolidated by the City Manager and reported to the City Council at a minimum of once a year.

c. The City may, by written request, require all commercial, residential and industrial customer using twenty-five thousand (25,000) or more billing units per year to submit a water conservation plan and to submit quarterly progress reports on such plan. The conservation plan must include recommendations for increased water savings, including increased water recycling based on feasibility, and the reports must include progress to date on implementation of such recommendations.

13.70.170. Water Conserving Plumbing Standards.

a. On or after January 1, 2010, no structure shall be sold or transferred unless all existing plumbing fixtures in the structure are retrofitted exclusively with water-conserving plumbing fixtures.

b. On or after January 1, 2010, upon the establishment of new water service or a change in water service from one person to another non-family member, all existing plumbing fixtures are required to be retrofitted exclusively with water-conserving plumbing fixtures.

13.70.180. Procedural Requirements.

The Director of Public Works shall periodically review the provisions of this Part and recommend necessary updates to the City Attorney. The review of the provisions and preparation of resulting recommendations, if any shall be performed, at a minimum, every two (2) years following the first review, which shall be completed by December 31, 2010.

13.70.190. Reporting Mechanism – Hotline.

The City must establish a method for residents to report violations of this Chapter.

13.70.200. Hardship Waiver.

a. **Undue and disproportionate Hardship:** If, due to unique circumstances, a specific requirement of this ordinance would result in undue hardship to a person using water or to property upon which water is used, that is disproportionate to the impacts to water users generally or to similar property or classes of water users, then the person may apply for a waiver to the requirements as provided in this section.

b. **Written Finding:** The waiver may be granted or conditionally granted only upon written finding of the existence of facts demonstrating an undue hardship to a person using water or to property upon which water is used, that is disproportionate to the impacts to water users generally or to similar property or classes of water use due to specific and unique circumstances of the user or the user's property.

1. **Application:** Application for a waiver shall be on a form prescribed by the City and shall be accompanied by a non-refundable processing fee in an amount set by Resolution of the City.
2. **Supporting Documentation:** The application shall be accompanied by photographs, maps, drawings, and other information provided in the application, supporting documents, or such additional information as may be requested, and on water use information for the property as shown by the records of the City or its Agent, all of the following:
 - i. That the waiver does not constitute a grant of special privilege inconsistent with the limitations upon other residents and businesses;
 - ii. That because of special circumstances applicable to the property or its use, the strict application of this ordinance would have a disproportionate impact on the property or use that exceeds the impacts to residents and businesses generally.
 - iii. That the authorizing of such waiver will not be of substantial detriment to adjacent properties, and will not materially affect the ability of the City to effectuate the purpose of this ordinance and will not be detrimental to the public interest; and
 - iv. That the condition or situation of the subject property or the intended use of the property for which the waiver is sought is not common, recurrent or general in nature.
4. **Approval Authority:** The City Manager or Water Authority Board shall exercise approval authority and act upon any completed application no later than ten (10) days after submittal and may approve, conditionally approve, or deny the waiver. The applicant requesting the waiver shall be promptly notified in writing of any action taken. Unless specified otherwise at the time a waiver is approved, the waiver applies to the subject property during the term of the mandatory water supply shortage condition.

5. **Appeals to the City:** An applicant may appeal a decision or condition of the City Manager or Water Authority Board on a waiver application to the City Council within ten (10) days of the decision upon written request for a hearing. The request shall state the grounds for appeal. At a public meeting, the City Council shall act as the approval authority and review the appeal *de novo* by following the regular waiver procedure. The decision of the City Council is final.

13.70.210. Penalties and Violations.

a. **Misdemeanor.**

Any violation of this ordinance may be prosecuted as a misdemeanor subject to a fine not exceeding five hundred dollars (\$500.00).

b. **Civil Penalties.**

Any violation of this Chapter may be subject to a civil penalty. Civil penalties for failure to comply with any provisions of the Ordinance shall be as follows:

1. **First Violation:** The City shall issue a written warning and deliver a copy of this ordinance by mail.
2. **Second Violation:** A second violation within the preceding twelve (12) calendar months is punishable by a fine not to exceed one hundred dollars (\$100).
3. **Third Violation:** A third violation within the preceding twelve (12) calendar months is punishable by a fine not to exceed five hundred (\$500).

c. **Water Flow Restrictor.**

In addition to any fines, the City may install a water flow restrictor device of approximately one gallon per minute capacity for service up to one and one-half inch size and comparatively sized restrictors for larger services after written notice of intent to install a flow restrictor for a minimum of forty-eight (48) hours.

d. **Termination of Service.**

In addition to any fines and the installation of a water flow restrictor, the City may disconnect and/or terminate a customer's water service.

e. **Cost of Flow Restrictor and Disconnecting Service.**

A person or entity that violates this ordinance is responsible for payment of the City's charges for installing and/or removing any flow restricting device and for disconnecting and/or reconnecting service per the City's schedule of charges then in effect. The charge for installing and/or removing any flow restricting device shall be paid to the City before the device is removed. Nonpayment shall be subject to the same remedies as nonpayment of basic water rates.

f. **Separate Offenses:** Each day that a violation of this ordinance occurs is a separate offense.

g. **Notice and Hearing:**

1. The City shall issue a Notice of Violation by mail or personal delivery at least ten (10) days before taking enforcement action and said notice shall describe the action to be taken. A customer may appeal the Notice of Violation by filing a written notice of appeal with the City Clerk no later than the close of business on the day before the date scheduled for enforcement action. Any Notice of Violation not timely appealed shall be final. Upon receipt of a timely appeal, a hearing on the appeal shall be scheduled in a timely manner, and the City shall mail written notice of the hearing to the customer at least ten (10) days before the date of the said hearing.
2. Upon receiving a written notice of appeal, a hearing on the matter shall be held within thirty (30) days the notice was received by the City before a hearing officer appointed by the City Manager. Upon hearing all of the evidence presented by the City and the appellant, the hearing officer shall prepare a written decision within thirty (30) days of the hearing.
3. Pending receipt of a written appeal or pending a hearing pursuant to an appeal, the City may take appropriate steps to prevent the unauthorized use of water as appropriate to the nature and extent of the violations and the current declared water level condition.

SECTION 2. Chapter 13.70 of the Pico Rivera Municipal Code entitled "Prohibitions on Wasteful Use of Water" is hereby repealed in its entirety and replaced with Chapter 13.70 "Establishing a water conservation and water supply shortage program and regulations."

SECTION 3. Chapter 13.80 of the Pico Rivera Municipal Code entitled "Moratorium on Service Commitments and New Connections" is hereby repealed in its entirety.

SECTION 4. The City Council hereby declares that it would have passed this ordinance sentence by sentence, paragraph by paragraph, and section by section, and does hereby declare that the provisions of this ordinance are severable and, if for any reason any sentence, paragraph, or section of this ordinance shall be held invalid, such decision will not affect the validity of the remaining parts of this ordinance.

SECTION 5. The City Clerk shall certify to the adoption of this Ordinance. The City Council hereby finds and determines that there are no newspapers of general circulation both published and circulated within the City and, in compliance with Section 36933 of the Government Code directs the City Clerk to cause said Ordinance, within fifteen (15) days after its passage, to be posted in at least five (5) public places within the City. This Ordinance shall take effect thirty (30) days after its adoption.

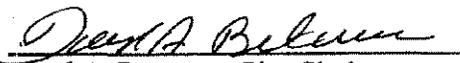
ADOPTED AND APPROVED this 9th day of June, 2009.



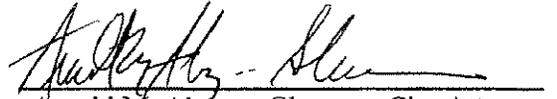
Gracie Gallegos, Mayor

ATTEST:

APPROVED AS TO FORM:



Daryl A. Betcur, City Clerk



Arnold M. Alvarez-Glasman, City Attorney

AYES: Archuleta, Beilke, Salcido, Gallegos
NOES: None
ABSENT: Armenta
ABSTAIN: None