



**Tuesday, September 23, 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. 14-17  
Next Ordinance No. 14-01  
Next Agreement No. 14-24

**1<sup>st</sup> 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**

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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 August 26, 2014.

**Recommendation:** Approve

**2. As-Needed Water Engineering Services, Atkins North America Inc. – Award Professional Services Contract. (500)**

**Recommendation:**

1. Award a Professional Services Contract for a not-to-exceed amount of \$268,000 to ATKINS NORTH AMERICA INC. for as-needed professional engineering services for Phase 2 of electrical and control system improvements to the water system included in the Fiscal Year 2014/15 through 2016/17 Capital Improvement Budget and authorize the president to execute the agreement in a form approved by the General Counsel.

Agreement No. \_\_\_\_\_

**LEGISLATION:** None.

**NEW BUSINESS:**

**OLD BUSINESS:**

**2<sup>ND</sup> 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.**

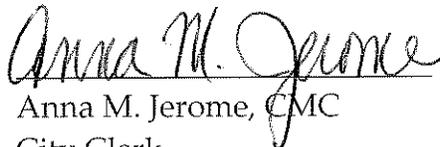
When you are called to speak, please come forward and state your name and city of residency for the record. You have three (3) minutes to make your remarks.

**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 website, 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 19<sup>th</sup> day of September 2014.

Dated this 19<sup>th</sup>, day of September 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, August 26, 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, Armenta, Camacho, Salcido, Tercero

**ABSENT:** None

**1<sup>st</sup> PERIOD OF PUBLIC COMMENTS – AGENDA ITEMS ONLY:** None.

**CONSENT CALENDAR:**

**1. Minutes:**

- Approved Water Authority meeting of July 22, 2014.

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

1. Awarded 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. 14-23

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

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

Motion by Vice President Salcido, seconded by Commissioner Armenta to approve Consent Calendar Items 1 and 2. Motion carries by the following roll call vote:

**AYES:** Archuleta, Armenta, Camacho, Salcido, Tercero

**NOES:** None

1

**CONSENT CALENDAR ITEMS PULLED FOR FURTHER DISCUSSION:**

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

Vice President Salcido requested that staff look at the City street medians for water overspray. Public Works Director Enriquez stated that staff is currently systematically checking for broken sprinklers at the street medians and parks and repairing them.

Commissioner Armenta asked staff to look at getting a water grant that could be used for artificial turf on medians.

President Tercero asked if staff foresees the City moving toward greater water restrictions. Executive Director Bobadilla stated if the drought continues the State may require more restrictions higher than a Level 1.

Motion by Vice President Salcido, seconded by Commissioner Armenta to adopt Resolution No. 14-16 declaring a Level 1 Water Supply Shortage as described in Pico Rivera Municipal Code Section 13.70.050.

Resolution No. 14-16 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

**AYES:** Archuleta, Armenta, Camacho, Salcido, Tercero

**NOES:** None

**LEGISLATION:** None.

**2<sup>nd</sup> PERIOD OF PUBLIC COMMENTS – ALL OTHER CITY RELATED BUSINESS:**

None.

**ADJOURNMENT:**

Authority President Tercero adjourned the meeting at 7:23 p.m. There being no objection it was so ordered.

**AYES:** Archuleta, Armenta, Camacho, Salcido, Tercero

**NOES:** None

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Brent A. Tercero, President

**ATTEST:**

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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 August 26, 2014 and approved by the Water Authority on September 23, 2014.

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Anna M. Jerome, Authority Secretary



**To:** President and Commissioners

**From:** Executive Director

**Meeting Date:** September 23, 2014

**Subject:** AS-NEEDED WATER ENGINEERING SERVICES, ATKINS NORTH AMERICA INC. – AWARD PROFESSIONAL SERVICES CONTRACT

**Recommendation:**

Award a Professional Services Contract for a not-to-exceed amount of \$268,000 to ATKINS NORTH AMERICA INC. for as-needed professional engineering services for Phase 2 of electrical and control systems improvements to the water system included in the Fiscal Year 2014/15 through 2016/17 Capital Improvement Budget and authorize the President to execute the agreement in a form approved by the General Counsel.

**Fiscal Impact:** \$268,000 (Pico Rivera Water Authority Funds)

**Discussion:**

Pico Rivera Water Authority (PRWA) is currently undertaking an aggressive capital improvement program to replace some of its aging infrastructure that is beyond its useful service life. Under this program, several projects were recently completed and are in operation: SCADA (Supervisory Control and Data Acquisition) System, Plant No. 1 Booster Pump Station Upgrade, Chlorine Analyzer Project to monitor disinfectant levels in water, and Rehabilitation of Wells 2 and 4. The Electrical Panel Replacement at Plant No. 1 is also currently in the construction phase.

Under the Fiscal Year 2014/15 through 2016/17 Capital Improvement Program, staff plans to embark on Phase 2 of these improvements with additional projects to improve the energy efficiency and reliability of the water system. Improvements include; Plant No. 2 Electrical Panel Upgrade, Emergency Generators, and Plant No. 2 Booster Pump Station Upgrades. These projects are a subsequent phase of recently completed improvements to the electrical and control systems at various facilities. It is critical that future improvements at other facilities maintain a consistency in design and construction to facilitate ongoing operations and maintenance and that we ensure the compatibility of these complicated systems between facilities and with the overall system. The design and inspection of the recently completed projects was performed by ATKINS. Not only are they intimately familiar with the design and function of the new systems but they are the most qualified to ensure consistency with future improvements. Furthermore, much of their work product completed to date is applicable to Phase 2 projects and it is unlikely a new equally qualified firm could provide the required services at an equivalent fee.

PICO RIVERA WATER AUTHORITY AGENDA REPORT – MTG. OF 9/23/14  
AS-NEEDED ENGINEERING SERVICES, ATKINS NORTH AMERICA INC. – AWARD  
PROFESSIONAL SERVICES CONTRACT

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Additionally, the Department of Water Resources is currently soliciting applications for the Water-Energy Grant Program to provide funds to implement water efficiency projects. This is a good opportunity to supplement capital improvement funding for the subject projects. Since the grant program targets "shovel ready" projects, the designs for these projects must be accelerated to meet application deadlines in December 2014. The delays associated with the learning curve of a new engineering firm would jeopardize the City's ability to prepare competitive grant applications within the prescribed application deadline.

Staff has determined that ATKINS NORTH AMERICA INC. (ATKINS) is the best qualified firm to provide these services. The ATKINS team has the necessary engineering resources, project understanding, qualifications, and expertise in water systems as well as a proven track record in delivering projects from design through construction for the City. In addition, ATKINS is intimately familiar with the City's water system since they prepared the Water Master Plan, the Urban Water Management Plan, and currently maintains our hydraulic analysis program. They have established a good working relationship with PRWA staff in water projects, found to be very reliable, and their fees are reasonable. A summary of the planned projects, fee estimates, and professional services agreement are attached (Enclosure 1). Periodic billings will be provided and tracked on an hourly basis per task.

Staff recommends executing a professional services contract with ATKINS for a not-to-exceed amount of \$268,000, invoiced on an as-needed basis. The projects are budgeted in the Capital Improvement Program under Water Funds.



René Bobadilla

RB:JE:AA:lg

Enc.

- 1) Professional Services Agreement

**AGREEMENT NO. \_\_\_\_\_**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE PICO RIVERA WATER AUTHORITY AND**  
**ATKINS NORTH AMERICA, INC.**

**1. IDENTIFICATION**

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

**2. RECITALS**

2.1 PRWA has determined that it requires professional services on a short-term basis necessary for As Needed Engineering Services and other Public Works engineering services. The Consultant will provide design, contract administration, construction observation, utility coordination, labor compliance, material testing services, project close-out, miscellaneous engineering report preparation services, and other tasks and services as assigned by the Director of Public Works/City Engineer or as noted in Exhibit A.

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

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

**3. DEFINITIONS**

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's proposal to PRWA attached hereto as Exhibit A and incorporated herein by this reference.

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

3.3 "Commencement Date": October 1, 2014

3.4 "Expiration Date": June 30, 2017

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

5.1 Consultant shall perform the services identified in the Scope of Services. PRWA shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Hundred Sixty Eight Thousand Dollars (\$268,000) unless specifically approved in advance, in writing, by PRWA.

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

**6. COMPENSATION**

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

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

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

**7. BUSINESS LICENSE**

Consultant shall obtain a PRWA of Pico Rivera business license prior to commencing performance under this Agreement.

**8. COMPLIANCE WITH LAWS**

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

**9. CONFLICT OF INTEREST**

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

**10. PERSONNEL**

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

**11. OWNERSHIP OF WRITTEN PRODUCTS**

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

**12. INDEPENDENT CONTRACTOR**

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

**13. CONFIDENTIALITY**

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

## **14. INDEMNIFICATION**

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

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

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

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

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by PRWA, including but not limited to eligibility to enroll in PERS as an employee of PRWA and entitlement to any contribution to be paid by PRWA for employer contribution and/or employee contributions for PERS benefits.

## 15. **INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

## **16. MUTUAL COOPERATION**

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

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

**17. RECORDS AND INSPECTIONS**

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

**18. PERMITS AND APPROVALS**

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

**19. NOTICES**

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

If to PRWA:

James Enriquez, P.E. Director of Public Works  
Pico Rivera Water Authority  
PO Box 1016  
6615 Passons Blvd.  
Pico Rivera, California 90660-1016  
Facsimile: (562) 801-4425  
With a courtesy copy to:

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

If to Consultant:

Cenk M. Yavas, P.E, Division Manager  
Atkins North America, Inc.  
625 The City Drive South, Suite 200  
Orange, California 92868  
Facsimile: (714) 750 2501

**20. SURVIVING COVENANTS**

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

**21. TERMINATION**

21.1. PRWA shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to PRWA. The effective date of termination shall be upon the

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

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

## **22. ASSIGNMENT**

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

## **23. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

## **24. CAPTIONS**

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

**25. NON-WAIVER**

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

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

**26. COURT COSTS**

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

**27. SEVERABILITY**

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

**28. GOVERNING LAW**

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

**29. ENTIRE AGREEMENT**

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between PRWA and Consultant with respect to the

transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by PRWA and Consultant.

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

ATTEST:

**PICO RIVERA WATER AUTHORITY**

\_\_\_\_\_  
Anna M. Jerome, Authority Secretary

By: \_\_\_\_\_  
Brent A. Tercero, President

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

APPROVED AS TO FORM:

**ATKINS NORTH AMERICA, INC.**

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, General Counsel

By: \_\_\_\_\_  
Cenk M. Yavas, Division Manager

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

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



**Atkins North America, Inc.**  
625 The City Drive South, Suite 200  
Orange, California 92868-4946

**Telephone: +1.714.750.7275**  
Fax: +1.714.750.2501

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

September 17, 2014

City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, CA 90660

Attn: Mr. Ana Ananda  
City Project Manager

Subject: Proposal to Provide "As-Needed On-Call Engineering Services" for the Capital Improvement Program for the Years of 2014 - 2017

Dear Mr. Ananda:

Per your request, Atkins is submitting this letter proposal to provide engineering services to the City of Pico Rivera on an "As-Needed On-Call Engineering Services" basis for the period of 2014 - 2017.

We are ready to continue providing high quality engineering services to the City of Pico Rivera based on our demonstrated track record with the city and our depth in-house resources to complete your projects. Atkins offers experienced engineers in infrastructure, planning and design, as well as, construction management. Our experience includes pipelines, pump stations, reservoirs, wells, lift stations, trunk pipelines and force mains. We are very familiar with water, recycled water, sewer systems and criteria for analysis and design.

This proposal is for "Not to Exceed" amount of \$268,000 based on the attached general Task Description.

We look forward to the opportunity to continue working with the City of Pico Rivera. If you have any questions or require additional information, please contact me or Mr. Cenk Yavas at (714) 750-7275.

Sincerely,

Alberto Acevedo, PE, BCEE, PMP  
Project Director/Client Service Manager  
Construction Manager

Date: 9/17/2014

**AS-NEEDED ON-CALL ENGINEERING SERVICES BUDGET  
ATKINS NORTH AMERICA INC.**

Task Description	2014/15	2015/16	2016/17	Total
Plant No. 2 Electrical Panel Upgrade Design	\$40,000			
Plant No. 2 Electrical Panel Construction Support		\$30,000		
Plant No. 1 Electrical Panel Upgrade Record Drawings	\$3,000			
URBAN Water Master Plan Update		\$20,000		
Hydraulic Analysis/Sewer/Water/Miscellaneous Engineering	\$25,000	\$25,000	\$25,000	
SCADA Project Record Drawings/Final O&M/Tower Design	\$10,000			
Emergency Generator for Sewer Lift Stations	\$20,000			
Operations Yard Street Sweeper Clarifier Project	\$20,000			
Plant No. 1 Emergency Generator Design Modification			\$50,000	
<b>Grand Total</b>	<b>\$118,000</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$268,000</b>