



CITY OF SANTA FE SPRINGS
REGULAR MEETINGS OF THE PUBLIC FINANCING
AUTHORITY, WATER UTILITY AUTHORITY, HOUSING
SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL
AGENDA

TUESDAY, NOVEMBER 21, 2023
AT 6:00 P.M.

CITY HALL COUNCIL CHAMBERS
11710 TELEGRAPH ROAD
SANTA FE SPRINGS, CA 90670

CITY COUNCIL

Juanita Martin, Mayor
Jay Sarno, Mayor Pro Tem
Annette Rodriguez, Councilmember
William K. Rounds, Councilmember
Joe Angel Zamora, Councilmember

CITY MANAGER

René Bobadilla, P.E.

CITY ATTORNEY

Ivy M. Tsai

CITY STAFF

Fire Chief
Police Chief
Director of Community Services
Director of Finance
Director of Planning
Director of Police Services
Director of Public Works
City Clerk

Chad Van Meeteren
Aviv Bar
Maricela Balderas
Lana Dich
Wayne Morrell
Dino Torres
James Enriquez
Janet Martinez

NOTICES

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please use the "Raise Hand" function via Zoom once the Mayor opens Public Comment during the meeting. You may also submit comments in writing by sending them to the City Clerk's Office at cityclerk@santafesprings.org. All written comments received by 12:00 p.m. the day of the City Council Meeting will be distributed to the City Council and made a part of the official record of the meeting. Written comments will not be read at the meeting, only the name of the person submitting the comment will be announced.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

SB 1439: Effective January 1, 2023, City Council Members are subject to SB 1439 and cannot participate in certain decisions for a year after accepting campaign contributions of more than \$250 from an interested person. The Council Member would need to disclose the donation and abstain from voting.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m.-5:30 p.m., Monday-Thursday and every other Friday. Telephone: (562) 868-0511.

You may attend the City Council meeting telephonically or electronically using the following means:

Electronically using Zoom: Go to Zoom.us and click on "Join A Meeting" or use the following link:

<https://zoom.us/j/521620472?pwd=U3cyK1RuKzY1ekVGZFdKQXNZVzh4Zz09>

Zoom Meeting ID: 521620472

Password: 659847

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

INTRODUCTIONS

PRESENTATIONS

1. **RECOGNITION OF THE SANTA FE HIGH SCHOOL CHEER TEAM FOR FIRST PLACE AT THE UNIVERSAL CHEERLEADERS ASSOCIATION REGIONALS (CITY MANAGER)**

CHANGES TO AGENDA

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS

At this time, the general public may address the City Council on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL AGENDA

PUBLIC HEARING – NONE

OLD BUSINESS – NONE

REGULAR BUSINESS

CITY COUNCIL

2. **AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1A) – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS (PUBLIC WORKS)**

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Plans and Specifications for Phase 1A; and
- 2) Approve the inclusion of a bonus/penalty in the construction contract documents for Phase 1A in an amount not-to-exceed \$3,500 per calendar day to incentivize

the contractor to complete the project in early summer 2024 and maximize the swim season; and

- 3) Authorize the City Engineer to advertise for construction bids; and
- 4) Take such additional, related, action that may be desirable.

3. RESIDENTIAL ALLEY IMPROVEMENTS – AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Plans and Specifications; and
- 2) Authorize the City Engineer to advertise for construction bids; and
- 3) Take such additional, related, action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

PUBLIC FINANCING AUTHORITY

4. MINUTES OF THE OCTOBER 17, 2023 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Approve the minutes as submitted.

5. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:

- 1) Receive and file the report.

WATER UTILITY AUTHORITY

6. MINUTES OF THE OCTOBER 17, 2023 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Approve the minutes as submitted.

7. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report.

8. STATUS UPDATE OF WATER-RELATED CAPITAL IMPROVEMENT PROJECTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report; and
- 2) Take such additional, related action that may be desirable.

9. WATER WELL NO. 2 TREATMENT SYSTEM – AWARD OF CONTRACT FOR ENGINEERING AND DESIGN SERVICES (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Award a contract to Hoch Consulting of Oceanside, CA in an amount not-to-exceed \$220,000 for engineering and design services for the Water Well No. 2 Treatment System project; and
- 2) Appropriate \$275,000 from the Water Fund Reserves to the Water Well No. 2 Treatment Engineering and Design; and
- 3) Authorize the Board Chairperson to execute the agreement; and
- 4) Take such additional, related, action that may be desirable.

10. ON-CALL SCADA PROGRAMING AND MAINTENANCE – REJECTION OF PROPOSALS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Reject the proposals received for the project; and
- 2) Authorize the City Engineer to re-solicit proposals for the On-call SCADA Programming and Maintenance; and
- 3) Take such additional, related, action that may be desirable.

11. WATER WELL NO. 12 ASSESSMENT SERVICES – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Award a contract to Best Environmental Subsurface Sampling Technologies (BESST) Inc. of San Rafael, CA in the amount not-to-exceed \$108,958 for Assessment of Water Well No. 12; and
- 2) Appropriate \$141,646 from the Water Fund Reserves to the Water Well No. 12 Assessment; and
- 3) Authorize the Mayor to execute the agreement; and
- 4) Take such additional, related, action that may be desirable.

HOUSING SUCCESSOR

12. MINUTES OF THE OCTOBER 17, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

13. MINUTES OF THE OCTOBER 17, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

14. MINUTES OF THE OCTOBER 17, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

15. AUTHORIZE THE FIVE-YEAR LEASE OF STATIONARY AUTOMATED LICENSE PLATE READER (ALPR) CAMERAS (POLICE SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the Director of Police Services to enter into a five-year lease agreement, in a final form approved by the City Attorney's office, with Flock Group Inc. for

thirty Automated License Plate Readers (ALPR) in an amount not to exceed \$75,000 on a yearly basis for a total amount of \$375,000 over 5 years.

16. APPROVAL OF SIDE LETTERS FOR VACATION MAXIMUM ACCRUAL INCREASE AND VACATION CASH OUT INCREASE FOR THE SANTA FE SPRINGS EMPLOYEES ASSOCIATION, THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION AND THE EXECUTIVE, MANAGEMENT AND CONFIDENTIAL ASSOCIATION (HUMAN RESOURCES/FINANCE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Side Letter #3 (Vacation Maximum Accrual Increase and Vacation Cash Out) to the 2021-2025 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Employees Association.
- 2) Approve Side Letter #1 (Vacation Maximum Accrual Increase and Vacation Cash Out) to the 2021-2024 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association.
- 3) Approve Side Letter #1 (Vacation Maximum Accrual Increase and Vacation Cash Out) to the 2021-2024 Agreement between the City of Santa Fe Springs and the Santa Fe Executive, Management and Confidential Association.

APPOINTMENTS TO BOARDS, COMMITTEES, AND COMMISSIONS

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Council member announcements; requests for future agenda items; conference/meetings reports. Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

ADJOURNMENT

I, Fernando N. Muñoz, Deputy City Clerk for the City of Santa Fe Springs hereby certify that a copy of this agenda has been posted no less than 72 hours at the following locations; City's website at www.santafesprings.org; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road.



Fernando N. Muñoz, Deputy City Clerk



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works

**SUBJECT: AQUATIC CENTER IMPROVEMENT PROJECT (PHASE 1A) –
AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION BIDS**

DATE: November 21, 2023

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the Plans and Specifications for Phase 1A; and
2. Approve the inclusion of a bonus/penalty in the construction contract documents for Phase 1A in an amount not-to-exceed \$3,500 per calendar day to incentivize the contractor to complete the project in early summer 2024 and maximize the swim season; and
3. Authorize the City Engineer to advertise for construction bids; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT

The Capital Improvement Program Budget for Fiscal Year 2023-24 includes \$6.6 million for the project. Additionally, State Senator Bob Archuleta assisted the city in obtaining a \$6.4 million State grant for the project making \$13 million in total funds available for the project.

The project is broken into two phases, Phases 1A and 1B, as described below. The total project cost for Phase 1A is estimated at \$6.2 million, \$5 million in construction cost and \$1.2 million in soft costs. There is currently adequate funding in local city funds for Phase 1A and no budget appropriation is recommended at this time.

Aquatic Center Improvement Project (Phase 1A) – Authorization to Advertise for Construction Bids

Page 2 of 4

The State grant funding is programmed for the Phase 1B project that is currently in the initial stages of design and scheduled for construction after the summer 2024 swim season.

BACKGROUND

The Aquatic Center has shown signs of deterioration as described in previous council reports. Some of these issues deal with the pool deck cracking, dilapidated pool pumps, aging equipment, a dilapidated equipment room and surge pits. The City held several meetings including a Council Study Sessions and Community Feedback Meetings concerning the poor condition of the aquatic center. The result of these meetings was direction to move forward with initial repair improvement (Phase 1A) to enable re-opening of the Aquatic Center in summer of 2024. Phase 1B consists of additional amenities and features that will be completed after the summer 2024 re-opening.

ANALYSIS

Phase 1A scope of work consists of remediation/replacement of the cracked pool deck, repair and replacement of the pool plaster, upgrade pool lifts and pool main drain gates, replacing existing pool deck equipment, verification of code compliance for pool safety/maintenance equipment, upgrading underwater pool lights, remediation of the deteriorated pool equipment room surge tank slab, surge tank waterproofing, and replacing the pool mechanical equipment.

The construction cost estimate for the Aquatic Center Improvement Project (Phase 1A) is \$5 million. The total estimated Phase 1A project cost including construction, engineering and inspection, and contingency is \$6.2 million. The total Phase 1A project costs are as follows:

<u>ITEM</u>	<u>BUDGET</u>
Construction	\$ 5,000,000
Design	\$ 100,000
Engineering	\$ 275,000
Inspection	\$ 275,000
Contingency	\$ <u>550,000</u>
Total Phase 1A Project Cost	\$ 6,200,000

The funding from the city allocated \$6.6 million CIP FY 2023-24 budget would be used for Phase 1A. Phase 1A construction would be completed in the summer of 2024.

Phase 1B consists of new amenities and is currently in the early stages of design. Planned amenities include a splash pad, new family restroom, Jacuzzi/spa area, new concession stand/cabana shaded areas, pool house refresh and renovation and new

Aquatic Center Improvement Project (Phase 1A) – Authorization to Advertise for Construction Bids

Page 3 of 4

deck shaded areas. Phase 1B is currently in the schematic design phase and the finalized estimated cost and schedule is to be determined. Current estimates show the cost to be within in the range of \$8 to \$10 million. Phase 1B construction would start in the winter of 2024 and could take over 10 months to complete.

The Phase 1A project Plans and Specifications are complete, and the Public Works Department is ready to advertise for construction bids for the Phase 1A project upon City Council approval. A copy of the project specifications will be on file with the City Clerk.

ENVIRONMENTAL

N/A

DISCUSSION

Construction completion for Phase 1A of the project is currently scheduled for the end of July 2024. This would allow for the opening of the Aquatic Center in early August 2024, midway through the swim season that typically ends at the end of September. California Government Code Section 53069.85 permits the inclusion of a bonus/penalty in public works contracts for the purpose of incentivizing a contractor to complete a project early and on an accelerated schedule.

Staff recommends including a bonus/penalty in the construction contract in the amount not-to-exceed \$3,500 per calendar day for this purpose. As an example, if the contractor completed the project in the middle of June they would be owed 45 calendar days of bonus in the amount of \$157,500. This type of contract structure provides incentive for the contractor to accelerate construction by adding additional forces and/or overtime hours knowing that the bonus payment may fund the additional expense. The amount per day may be set at any amount at the discretion of the City Council. Staff recommends \$3,500 per calendar day. Acceleration of the construction schedule could result in completion in June which would maximize the swim season at an additional cost ranging from \$100,000 to \$200,000, depending on how many days early the contractor is able to complete the project.

SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will advertise the Notice Inviting Bids for the construction of Phase 1A. Opening of construction bids is scheduled in January 2024.

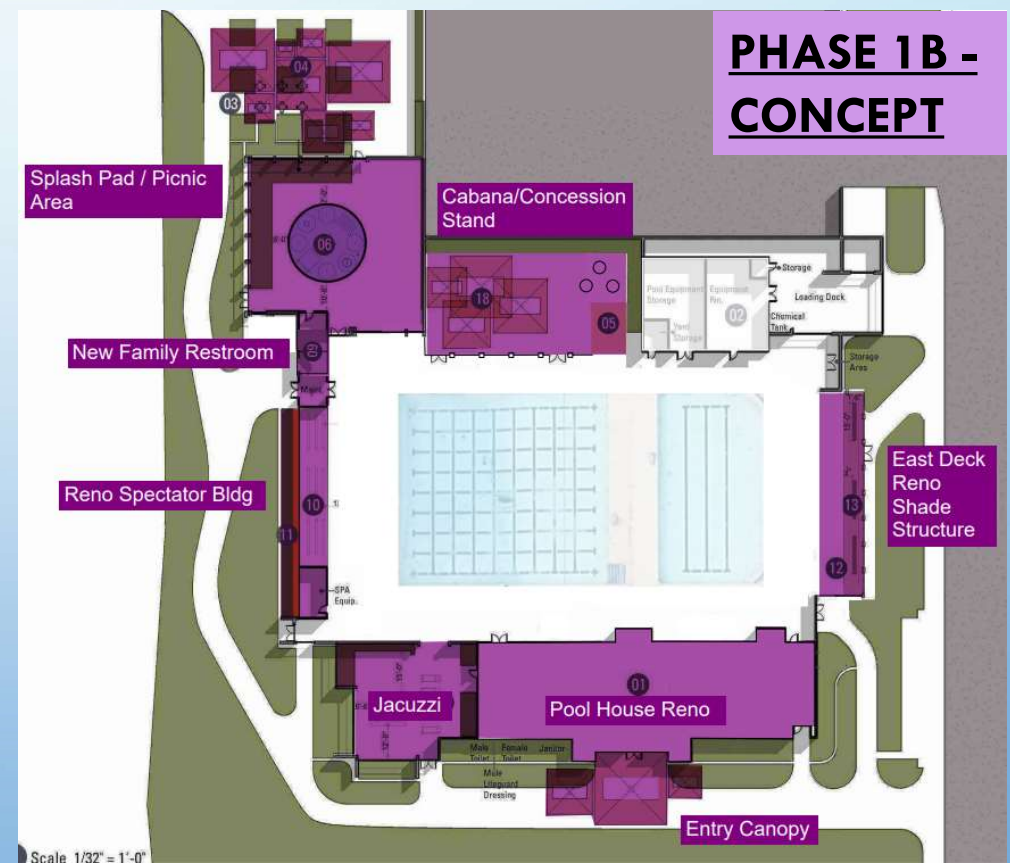
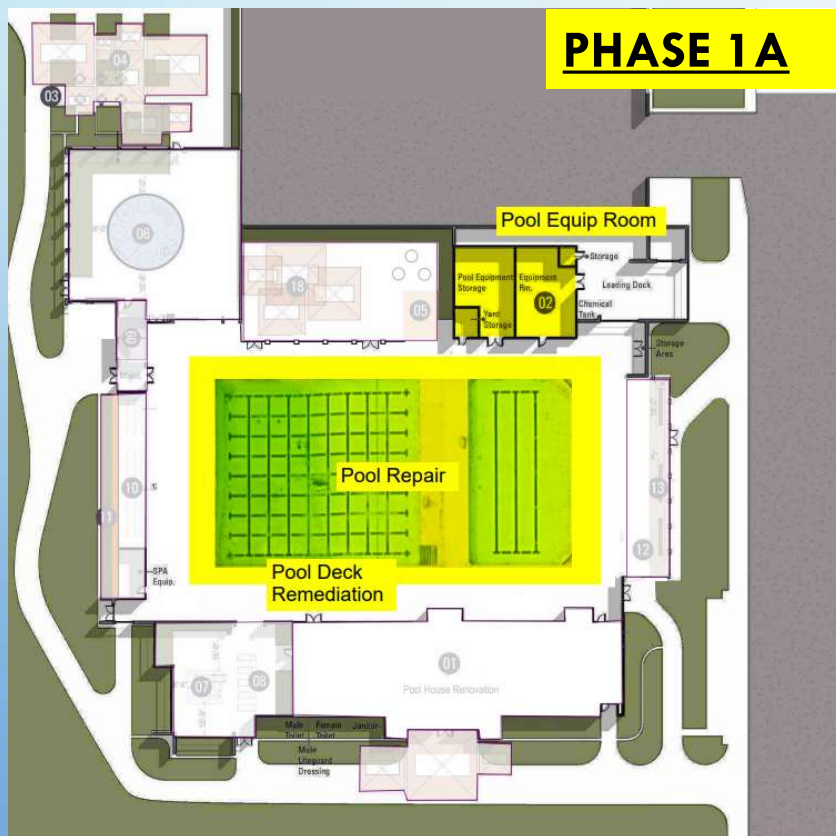
Additionally, the design of Phase 1B will continue.

ATTACHMENT:

A. Attachment A – Site Plans (Phases 1A and 1B)

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

AQUATIC CENTER IMPROVEMENT PROJECT





CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works

**SUBJECT: RESIDENTIAL ALLEY IMPROVEMENTS – AUTHORIZATION TO
ADVERTISE FOR CONSTRUCTION BIDS**

DATE: November 21, 2023

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve the Plans and Specifications; and
- 2) Authorize the City Engineer to advertise for construction bids; and
- 3) Take such additional, related action that may be desirable.

FISCAL IMPACT

The Residential Alley Improvements Project is an approved CIP Project and is funded by the Utility Users Tax (UUT) Capital Improvement Fund in the amount of \$555,000. The original project was limited to the Bartley Alley located just west of Pioneer Boulevard. At the request of the City Council, the project limit was expanded to evaluate all five of the residential alleys in the City. After further evaluation, staff is recommending that three of the five alleys be included as part of the project. Although the original project budget covers the design fee, an additional appropriation of funds will be necessary to complete the construction of the project, including the additional alleys. Staff will be recommending an appropriation of funds at the time of the Award of Contract, after actual bids are received.

The total project cost estimate is based on cost data for similar projects recently completed in the area. The total estimated project costs are as follows:

CITY COUNCIL AGENDA REPORT – MEETING OF NOVEMBER 21, 2023
Residential Alley Improvements – Authorization to Advertise for Construction
Bids Page 2 of 3

Item	Estimated Project Costs
Construction	\$ 1,900,000.00
Design	\$ 135,500.00
Engineering	\$ 80,000.00
Inspection	\$ 80,000.00
Contingency	\$ 175,500.00
Total Project Cost	\$ 2,371,000.00

BACKGROUND

At the October 25, 2022 CIP Subcommittee Meeting, the subcommittee recommended adding the Residential Alley Improvement Project to the Capital Improvement Plan (CIP). The project included only the Bartley Alley.

At the December 6, 2022 City Council Meeting, the Residential Alley Improvement Project was approved and added to the Capital Improvement Plan. In addition, the City Council requested staff to evaluate all residential alleys. As a result of the alley evaluations, staff recommended a pavement design for three of the five residential alleys and recommended using fiber-reinforced asphalt pavement with a center concrete gutter for drainage.

On April 4, 2023, Public Works Engineering staff awarded a contract to NV5, Inc. for the design of the Residential Alley Improvement Project. NV5, Inc. prepared the project plans, specifications and engineering estimates. The Residential Alley Improvements Project encompasses the alleys shown in Site Plan in Attachment 1. The Project consists of the removal of existing asphalt concrete pavement and base material, and the placement of 3 inches of fiber-reinforced recycled asphalt concrete pavement over 4 inches of crushed miscellaneous base (CMB). The project will also include the replacement of the existing concrete gutter to improve drainage, removal and replacement of some driveways, sidewalk and curb/gutter located at the alley entry/exit points. The new paving section will support the heavy repetitive loads and increase pavement service life.

The project plans & specifications have been completed and the Public Works Department is ready to advertise for construction bids for this project, upon City Council approval. A copy of the project plans and specifications will be on file with the City Clerk.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

CITY COUNCIL AGENDA REPORT – MEETING OF NOVEMBER 21, 2023
Residential Alley Improvements – Authorization to Advertise for Construction
Bids Page 3 of 3

DISCUSSION

The completion of the Residential Alley Improvement Project will renew the service life of the pavement. The project will also help reduce maintenance repair costs.

SUMMARY/NEXT STEPS

Upon approval of the City Council of the recommended actions, City staff will advertise the project. Opening of construction bids is scheduled in January 2024.

ATTACHMENT:

A. Attachment A – Site Plan

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

SITE PLAN



FOR ITEM # 4, PLEASE SEE ITEM # 14



CITY OF SANTA FE SPRINGS

PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance & Administrative Services

**SUBJECT: MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC
FINANCING AUTHORITY (PFA)**

DATE: November 21, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

The Santa Fe Springs Public Financing Authority (PFA) is a City entity that has periodically issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the PFA.

Consolidated Redevelopment Project 2006-A Tax Allocation Bonds

Financing proceeds available for appropriation at 10/31/2023

None

Outstanding principal at 10/31/2023

\$35,908,028

Bond Repayment

The former Community Development Commission (CDC) issued a number of tax allocation bonds before it was dissolved by State law effective February 1, 2012 which are administered by the City acting as Successor Agency under the oversight of the

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Page 2 of 3

appointed Oversight Board. The Successor Agency no longer receives tax increment. Instead, distributions from the Redevelopment Property Tax Trust Fund (RPTTF) are received based on approved obligations. It is anticipated that sufficient allocations from the RPTTF will continue to be made to the Successor Agency to meet ongoing debt service obligations.

Unspent Bond Proceeds

Under an approved Bond Expenditure Agreement, unspent bond proceeds of the former CDC in the amount of approximately \$19 million were transferred to the City in July 2014. The funds are to be spent in accordance with the original bond documents. The unspent proceeds continue to be a source of funding within the City's capital improvement program (CIP).

2016 Bond Refunding

In July 2016, the Successor Agency issued its 2016 Tax Allocation Refunding Bonds, which paid off several bond issuances of the former CDC. The bonds were originally issued through the Public Financing Authority and included the 2001 Series A, 2002 Series A, 2003 Series A, the current interest portion of the 2006 Series A, and 2006 Series B bond issuances.

2017 Bond Refunding

In December 2017, the Successor Agency issued its 2017 Tax Allocation Refunding Bonds, which paid off the 2007 Tax Allocation Bonds of the former CDC. The 2007 Bonds were originally issued through the Public Financing Authority.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The Successor Agency will continue to request sufficient distributions from the RPTTF to make required bond payments through maturity on September 1, 2028.

ATTACHMENT(S):

None.

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Public Financing Authority (PFA)

Page 3 of 3

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

FOR ITEM # 6, PLEASE SEE ITEM # 14



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance & Administrative Services

SUBJECT: **MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS
ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY
AUTHORITY (WUA)**

DATE: November 21, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Receive and file the report.

FISCAL IMPACT

None.

BACKGROUND/DISCUSSION

The Santa Fe Springs Water Utility Authority (WUA) is a City entity that has issued debt for the benefit of the Santa Fe Springs community. The following is a brief status report on the debt instruments currently outstanding that were issued through the WUA.

Water Revenue Bonds, 2013

Financing proceeds available for appropriation at 10/31/2023	None
Outstanding principal at 10/31/2023	\$6,890,000

Water Revenue Bonds, 2018

Financing proceeds available for appropriation at 10/31/2023	None
Outstanding principal at 10/31/2023	\$610,000

Monthly Report on the Status of Debt Instruments Issued through the City of Santa Fe Springs Water Utility Authority (WUA)

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In May 2013 the Water Utility Authority issued the 2013 Water Revenue Bonds in the amount of \$6,890,000. The bonds refunded the existing 2003 Water Revenue Bonds (issued through the Public Financing Authority) and provided additional funds for water improvement projects in the amount of \$2,134,339. The funds were restricted for use on water system improvements. In August 2013 the Water Utility Authority Board appropriated the proceeds for the Equipping Water Well No. 12. Project and all proceeds were since used on this project.

In January 2018 the Water Utility Authority issued the 2018 Water Revenue Bonds in the amount of \$1,800,000. The bonds refunded the existing 2005 Water Revenue Bonds (issued through the Public Financing Authority). No additional funds were raised through the issuance of the 2018 Water Revenue Bonds.

The WUA was formed in June of 2009. Water revenue bonds issued prior to this date were issued through the City of Santa Fe Springs Public Financing Authority.

ANALYSIS

The report is presented for informational purposes only.

ENVIRONMENTAL

N/A

SUMMARY/NEXT STEPS

The WUA budget includes sufficient appropriations and adequate revenues are expected to be collected to meet the debt service obligations associated with the 2013 and 2018 Water Revenue Bonds.

ATTACHMENT(S):

None.

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: STATUS UPDATE OF WATER-RELATED CAPITAL IMPROVEMENT PROJECTS

DATE: November 21, 2023

RECOMMENDATION:

It is recommended that the Water Utility Authority:

- 1) Receive and file the report; and
- 2) Take such additional, related action that may be desirable.

FISCAL IMPACT

N/A

BACKGROUND

This report is for informational purposes only. Below is a listing of current active water projects.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

Status Update of Water-Related Capital Improvement Projects

PAGE 2 OF 3

DISCUSSION

Water Utility SCADA Programming and Maintenance Update

The Water Utility's Supervisory Control and Data Acquisition (SCADA) software and system components are vital in operating and monitoring the drinking water system pressure, imported water connections, and the City's five underpass pump stations. SCADA allows staff to remotely monitor and make changes to specific system parameters.

The City has received one proposal to bring in a qualified firm to assist the Water Utility Authority in meeting its normal SCADA operational and maintenance needs. Staff is recommending rejection of the single proposal and modifying the RFQ before re-advertising it to ensure the City is able to select a firm that is not only well qualified, but will also be able to meet the City's current and future needs. A firm within the Southern California region will be sought to ensure minimal downtime of any of the City's critical infrastructure.

Water Well No. 2 Status Update

On July 20, 2021, the City Council approved awarding the contract to General Pump Company Inc. to assess Water Well No. 2. The contractor completed the initial assessment and has submitted to the City their final report, which confirmed one contaminant, and provided two scenarios for treatment. As part of the Water Utilities seven-year Capital Improvement Program to bring City-owned water wells into service, this project moves the City closer to becoming less dependent on imported water supplies.

The City has received one proposal for the engineering design of a temporary water treatment system for Water Well No. 2; Water Utility staff is proposing to award the Water Well No. 2 Treatment Engineering and Design to Hoch Consulting of Oceanside, California.

Water Well No. 12 Status Update

Drilled and constructed in August of 2012, the water produced by Water Well No. 12 has not met State and Federal drinking water standards due to various contaminants. The well has been evaluated several times over the last several years with no decision to implement treatment. With new and emerging contaminants of concern detected in water wells throughout the region, it is imperative to fully assess the current water quality produced by Water Well No. 12 to ensure a treatment system is designed to meet all Federal and State water quality requirements.

The City has received one proposal for the assessment of Water Well No. 12 and preparation of technical specifications to aid in the design of a treatment system; Water Utility staff is proposing to award the Water Well No. 12 Assessment to Best Environmental Subsurface Sampling Technologies (BESST) Inc. of San Rafael, California.

Status Update of Water-Related Capital Improvement Projects

PAGE 3 OF 3

SUMMARY/NEXT STEPS

N/A

ATTACHMENTS:

None.

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: WATER WELL NO. 2 TREATMENT SYSTEM – AWARD OF CONTRACT FOR ENGINEERING AND DESIGN SERVICES

DATE: November 21, 2023

RECOMMENDATION:

It is recommended that the Water Utility Authority:

- 1) Award a contract to Hoch Consulting of Oceanside, CA in an amount not-to-exceed \$220,000 for engineering and design services for the Water Well No. 2 Treatment System project; and
- 2) Appropriate \$275,000 from the Water Fund Reserves to the Water Well No. 2 Treatment Engineering and Design; and
- 3) Authorize the Board Chairperson to execute the agreement; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Staff is requesting an appropriation \$275,000 from the Water Fund Reserves to the Water Well No. 2 Treatment System project. The following is a breakdown of the estimated project costs:

<u>ITEM</u>	<u>BUDGET</u>
Engineering and Design Services (Hoch Consulting)	\$ 220,000
Engineering / Staff Support (10%)	\$ 22,000
Contingency (15%)	\$ 33,000
<hr/>	
Total Project Cost:	\$ 275,000

Water Well No. 2 Treatment Engineering and Design – Award of Contract

Page 2 of 3

Sufficient funding is available in the Water Fund Reserves. The contract amount of \$220,000 includes assessment of site conditions, pilot testing a filter media for efficacy, water sample collection and analysis, a preliminary design report, and preparing a design for the water well and treatment facilities.

BACKGROUND

Water Well No. 2 is located at 15517 Carmenita Road, Santa Fe Springs. The well was constructed in 1963 and provided approximately 1,800 Gallons per Minute (GPM) of groundwater to the City until 2006 when the United States EPA lowered the Maximum Contaminant Level (MCL) for Arsenic in drinking water. Well No. 2 was taken out of service in 2006 due to the Arsenic levels now minimally exceeding the new MCL. City staff has ceased pumping operations at Water Well No. 2 pending well rehabilitation or possible abandonment.

The Water Utility Authority Board awarded a contract to General Pump Company of San Dimas, CA for the assessment of Water Well No. 2 on July 20, 2021. The assessment showed the water well casing to be in good, serviceable condition, and found only one contaminant requiring treatment.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

With the assessment of Water Well No. 2 completed, pilot-testing, engineering, and design of a treatment system is required to meet California State Water Resources Control Board (WRCB) permitting requirements. Once these tasks are completed, the Water Utility Authority will be able go out to bid for the construction of a water treatment system. Hoch Consulting's proposal shows experience in meeting the WRCB engineering and design permitting requirements, to help get the water well back online, and deliver safe drinking water to the residents of Santa Fe Springs.

SUMMARY/NEXT STEPS

N/A

ATTACHMENT:

- A. Attachment A – Professional Services Agreement with Hoch Consulting, APC

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

**CITY OF SANTA FE SPRINGS
WATER UTILITY AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
HOCH CONSULTING, APC**

This Professional Services Agreement (“Agreement”) is made and effective as of November 21, 2023 (“Effective Date”), by and between the City of Santa Fe Springs Water Utility Authority, a California municipal corporation, (“Authority”) and HOCH CONSULTING, APC, a California corporation (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on November 21, 2023 and shall remain and continue in effect until the services described herein are completed, but in no event later than September 20, 2024 unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Services”). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A is a proposal from Consultant and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. AUTHORITY MANAGEMENT

The Executive Director or designee shall represent the Authority in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

- A. Authority agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Hundred

Twenty Thousand Dollars (\$220,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Executive Director or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the Authority and Consultant at the time the Authority's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Authority disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The Authority may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the Authority suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the Authority shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the Authority disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the Authority pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the Authority determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the Authority shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the Authority with a written plan for the diligent cure of default if such default cannot be cured within seven days, the Authority shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Consultant shall be responsible for costs incurred by the Authority due to Consultant's failure to comply with

this section. The Authority shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the Authority as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the Authority that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the Authority or its designees at reasonable times to such books and records; shall give the Authority the right to examine and audit said books and records; shall permit the Authority to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the Authority and may be used, reused, or otherwise disposed of by the Authority without the permission of Consultant. With respect to computer files, Consultant shall make available to the Authority, at the Consultant's office and upon reasonable written request by the Authority, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the Authority all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Authority, the City of Santa Fe Springs ("City"), and any and all of their respective officials, employees, agents, and volunteers ("Indemnified Parties"), at Consultant's sole expense, from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by the Authority or the City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any

loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the parties cannot mutually agree on Consultant's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to City.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the Authority a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the Authority nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the Authority. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the Authority, or bind the Authority in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the Authority shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the Authority. The Authority shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the Authority harmless from any and all taxes, assessments, penalties, and interest asserted against the Authority by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the Authority harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the Authority any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the Authority or of the City, Consultant shall indemnify, defend, and hold harmless the Authority and/or the City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the Authority and/or the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants 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 Authority or the City, including but not limited to eligibility to enroll in CalPERS as an employee of the Authority or the City and entitlement to any contribution to be paid by Authority or the City for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The Authority and the City of Santa Fe Springs and their officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the Authority or the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Authority or the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the Authority to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the Authority or the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or

indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the Authority's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Executive Director or designee, or unless requested by the Authority's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the Authority. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the Authority notice of such court order or subpoena.
- B. Consultant shall promptly notify the Authority should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the Authority, unless the Authority is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the Authority of such Discovery. The Authority retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the Authority is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the Authority and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the Authority's right to review any such response does not imply or mean the right by the Authority to control, direct, or rewrite said response, or that the Authority has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the Authority: City of Santa Fe Springs Water Utility Authority

11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Public Works Director

To Consultant: HOCH Consulting, APC
804 Pier View Avenue, Suite 100
Oceanside, CA 92054
Attention: Adam Hoch, P.E., QSD, QISP

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Authority. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the Authority with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the Authority as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the Authority for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The Authority and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Authority.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the Authority may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

24. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS
WATER UTILITY AUTHORITY

CONSULTANT

HOCH CONSULTING, APC



Juanita Martin, Board Chairperson

Name: Adam Hoch, P.E.

Title: President

Date: _____

Date: 11/14/2023

ATTEST:

CONSULTANT

Name: 

Fernando Munoz,
Deputy Authority Clerk

Title: Chief Financial Officer

Date: 11/14/2023

APPROVED AS TO FORM:

Ivy M. Tsai, Authority Attorney

Attachments:	Exhibit A	Services
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A
SERVICES

Water Well No. 2: Engineering Design Services for a Temporary Water Treatment System and Pump and Motor Equipment

TECHNICAL PROPOSAL



JULY 17, 2023

Hoch Consulting





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Offer Letter

A. Letter of Offer

July 17, 2023

Yvette Kirrin, Interim Director of Public Works
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 9070

RE: Water Well No. 2 – Engineering Design Services for a Temporary Water Treatment System and Pump and Motor Equipment

Dear Yvette and selection committee,

We are excited about the opportunity to work with the City of Santa Fe Springs on the Well No. 2 Arsenic removal project. Mr. Gress has over a decade of treatment experience focused on providing cost effective solutions for water utilities and has successfully delivered a number of arsenic treatment projects.

We have teamed with Kelsey Structural and Gerry Green (formal Moraes/Pham & Associates) to deliver a turn-key well and treatment system. The team has partnered on several treatment projects together and we share a collaborative approach to working with our clients that engages the management, engineering, operations, and maintenance staff throughout the project. **Our design team has experience with over 20 similar well head treatment facilities and has a proven track record of successful Arsenic removal from groundwater sources.**

Our proposed team is committed to designing a cost-effective, operator friendly solution that will take into account the available funding limits by providing the City with timely and accurate updates to estimates of construction costs. The team will also provide assistance to the City to make difficult decisions about operations or features of the treatment equipment. Our attention to both the design and construction integrity and details, as well as the affordability of the finished project for City, is the greatest benefit our team will provide to Santa Fe Springs.

We offer the best team to complete the Well 2 engineering design because we provide:

- A well-informed plan to integrate the right treatment approach with long-term planning for future treatment needs.
- Proven experience on numerous successful projects
- Demonstrated experience piloting and designing similar arsenic removal facilities.
- A commitment to meeting your budget and schedule expectations.
- A collaborative approach that puts the City in the driver's seat with the information you need to make critical decisions in a timely manner.

Legal Name & Company Address:

Hoch Consulting, APC
804 Pier View Way, Suite 100
Oceanside, CA 92054

Proposal Contact

Aaron Gress, P.E.
Principal Engineer
E-mail: agress@hochconsulting.com
Phone: 559-679-2986

Authorized Signer:

Adam Hoch, P.E., QSD, QISP
President | Principal Engineer
E-mail: ahoch@hochconsulting.com
Phone: 858-431-9767

FEIN: 46-2659821

Legal Status: S-Corporation (California)

Years in Business: 11

Number Employees: 15

Certified: SBE | SLBE

California Business License #: 3553946

Proposed Subconsultants:

Kelsey – Structural Engineering
Gerry Green, Inc. – Electrical and I&C

Acknowledgements:

- ✓ Proposal is valid for 90 calendar days from submittal due date
- ✓ See Certification statement included for all authorizations and acknowledgements.



Our design team has all the expertise needed to complete the facility in a way that will maximize the current investments with the long-term vision for the site. For example, pilot testing will allow the team to optimize treatment performance prior to design, which will allow the City to minimize equipment costs. Additionally, we will evaluate the leased costs vs ownership costs of equipment and provide a breakdown of the life-cycle costs to the City's management to allow them to make the most informed decision. The design team will also consider future treatment needs including assessing footprint requirements for GAC contact vessels for PFAS/PFOA treatment.

The team is aligned with the City's vision for the site and has carefully reviewed the RFP to understand the project constraints. The team will rely on consistent and clear communication with the City to successfully deliver the project.

Aaron will serve as project manager for this project and is committed to delivering the best value to City, which he has demonstrated over his decade long career. Adam will provide key oversight and quality and risk management by performing reviews of key deliverables. Our structural and electrical subconsultants are local to Southern California and will provide industry best services that will safeguard that the facilities design standards adhere to current industry practices, drawing on their decades of water treatment plant design and construction practices. The team is committed to working with the City to find the right solution that will benefit the entire community.

We are excited to be considered for this project and the opportunity to work for the City, offering our well-matched expertise and approach that will benefit the community. **We are ready to hit the ground running efficiently for the City.**

Sincerely,

Adam Hoch, President

Aaron Gress, Principal Engineer/Project Manager



Qualifications of the Firm

B. Qualifications

Hoch Consulting is a full-service civil engineering firm based in San Diego and focused on providing our clients with high-quality, cost-effective, and practical engineering, management, and funding solutions. Founded in 2012, our guiding principles are to provide technical expertise, creativity, accountability, integrity, and efficiency in everything we do.

We are a State certified small business enterprise (SBE) and offer a wide range of technical and support services to our clients in the stormwater, transportation, water, wastewater, and recycled water sectors.

We provide **turnkey project services** including funding support, planning, regulatory compliance, asset management, condition assessment, **design, engineering**, construction management and inspection, and municipal support/staff augmentation services. We are accustomed to working in close collaboration with our clients to efficiently and effectively meet project goals and objectives.

With our experience as former utility managers and consulting engineers, Hoch has gained a reputation of providing detailed analysis and accurate recommendations that optimize the economics of water treatment.

Our senior team of **working managers** includes licensed engineers, former municipal executives, and project managers with over 150 years combined of experience as public agency employees, contractors, and consultants.

The team we propose for the **Well No. 2 Project** is a talented group of individuals with proven expertise in groundwater treatment design.

Our difference. Our senior team includes four licensed professional engineers with experience as project managers, design engineers, and construction managers with over 20 years as municipal agency employees. This breadth and depth of experience informs our decisions and allows us to analyze and discuss project issues from a holistic perspective. Using this approach, we strive to deliver projects in conformance with Agency goals, reduce construction cost increases to below industry average, and provide quality control that meets or exceeds the requisite standard of care. We have earned a reputation for providing high-quality, cost-effective, and practical engineering, design, and management solutions.

Our approach. We always focus on our clients and their stakeholders. By listening to and understanding their needs, we develop creative solutions that earn us the role of **trusted partner and advisor**.





Qualifications of the Firm

Fiscal Stability

Corporate Stability Evidence

Incorporated herein is a copy of Hoch's latest Dun & Bradstreet Commercial Credit Rating Report and letter from the Bank of Southern California. We request an exception to providing an audited financial report, as this is not a regular business practice of Hoch to date; however, we can provide unaudited reports and other financial data to verify our fiscal stability if acceptable.

Hoch Consulting, APC

SCORES AND RATINGS

PAYDEX® Score	Delinquency Predictor Percentage	Financial Stress Percent	Supplier Evaluation Risk Rating
80	96	69	3

COMPANY PROFILE

Company Dun & Bradstreet	Mailing Address United States	Annual Sales US\$ 1,326,720
Business Form corporation	Telephone (818) 474-0000	Employees 12 (12 employees)
Date Incorporated March 4, 2018	Website www.hochconsulting.com	Age (Year Started) 4 (2018)
State of Incorporation CA		Named Principal Aspenhurst, President
Ownership Not publicly traded		Line of Business Business credit

LEGAL EVENTS

Events	Open Count	Last Filed
Bankruptcy	0	-
Liens	0	-
UCC	0	-

TRADE PAYMENTS

Highest Past Due	Highest Non-paying	Largest High Credit
US\$ 0	US\$ 0	US\$ 5,000

FINANCIAL OVERVIEW

INQUIRIES

12 Month Summary	Total Number of Inquiries	Unique Customers
	2	0



December 6, 2022

RE: Hoch Consulting APC

To Whom It May Concern,

Hoch Consulting APC has been a client of Bank of Southern California since April of 2020. Bank of Southern California is currently in the process of offering Hoch Consulting commercial credit. Hoch Consulting has been prescreened and preapproved for their credit request and I do not anticipate any issues arising as we are close to completion of our underwriting.

Hoch Consulting APC has been a pleasure to work with during our two-and-a-half-year relationship and we hold them in the highest regard at the bank. Feel free to reach out to me directly with any questions.

Cordially,

Scott F. Yates

SVP, Regional Manager

syates@banksocal.com

(858) 847-4747



Qualifications of the Firm

Experience of the Firm & Project Team

The Hoch, Kelsey, and Green team has worked together on several water treatment plant projects in Southern California including:

- ✓ Well 13 Arsenic Removal WTP – Lakewood, CA
- ✓ UV Feasibility Project for Victor Valley Water Reclamation Authority – Victorville, CA
- ✓ Sodium Hypochlorite Conversion Project- Vallecitos Water District – San Marcos, CA
- ✓ Hutton and Turner Pump Stations – Rainbow Municipal Water District, Fallbrook, CA

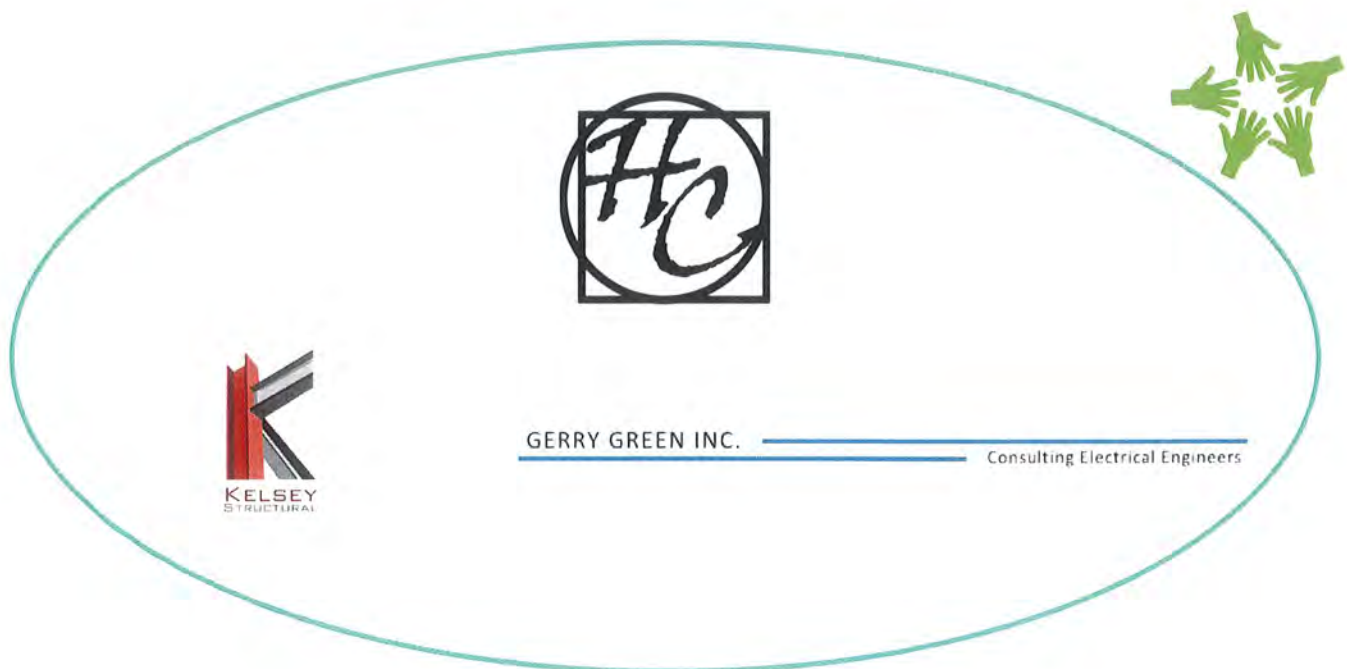
Key Roles:

- Hoch: Prime Consultant, Civil, Mechanical, Process Mechanical
- Kelsey: Structural
- Gerry Green: Electrical and I&C

The projects identified above are a small sample of successful water treatment projects our team has completed. This volume of experience allows our team to make informed decisions quickly while avoiding typical pitfalls.

Strength and Stability

See proposed staffing availability in Section D - Other Project Commitments & Time Devoted to this Project.



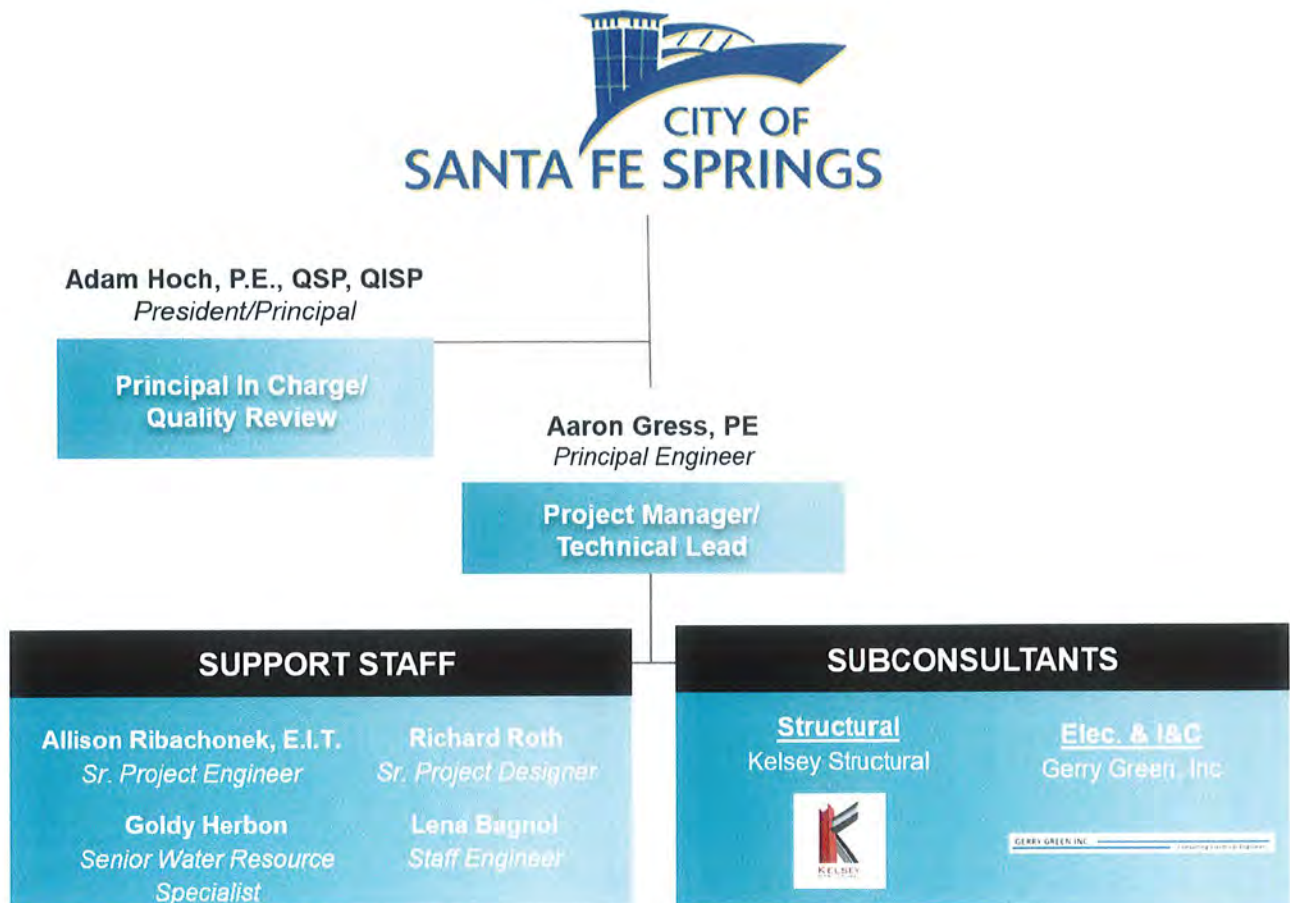
The team is aligned with the City's vision for the site and has carefully read the RFP to understand the project constraints. The team will rely on consistent and clear communication with the City to successfully deliver the project.



Proposed Staffing & Subconsultants

C. Proposed Staffing

Hoch's local team consists of experienced individuals committed to the successful completion of this important project. Our core team members, as outlined in the **organizational chart below**, are experts in their respective fields, with extensive experience working on similar projects. They will work diligently to deliver the best long-term solution for your system while offering local and dedicated presence to make sure the project stays on schedule in the most cost-effective manner. Our team will provide the best available talent at optimal value.



Key Staffing Resources

Each member of our proposed team is local to Southern California and has recent and relevant experience in water treatment feasibility studies, including the evaluation of ultraviolet disinfection processes. Our Project Manager Mr. Gress, will ensure that Hoch is executing the project per the City's expectations and that adequate resources from Hoch are dedicated to the project and will lead communications with the City and third parties, lead the technical analysis of the evaluation, and lead the development of the feasibility study report. Our dedicated QA/QC and technical advisor, Mr. Hoch, will provide technical and/or quality assurance and quality control over the entire effort, and provide reporting on budgets and schedules. Our proposed support staff will assist with analyses, exhibits, calculations, and optional tasks.



Proposed Staffing & Subconsultants

Firm Staffing and Key Personnel



Aaron Gress, PE – Project Manager | Water Treatment

Mr. Gress is a civil/environmental engineer with over a decade of experience in a variety of civil engineering projects including planning, analysis, design, and construction phase services for municipal and commercial water treatment projects. He has managed several water treatment projects and has designed groundwater treatment systems, including a wellhead treatment facility for uranium and other treatment

processes for the removal of arsenic, iron, and manganese. Mr. Gress has also participated in groundwater supply development program studies, water quality and treatment needs analysis and a wastewater expansion evaluation. Mr. Gress will be leading efforts to evaluate treatment process selection and design.

"Aaron Gress provided complex technical solutions in managing the only second pass agricultural drainage treatment facility in the United States. His contributions ranged from complex calculations to directing multi-step optimization efforts. He was always willing to be the facilities' hands on leader to direct project success. I would consider Aaron a great asset to any team looking for a dedicated individual who seeks creative and practical solutions to water treatment challenges."

Miguel Arias-Paiz

United States Bureau of Reclamation, Technical Practice Lead



Adam Hoch, PE – Principal | Quality Review & Quality Management

Mr. Hoch is a registered Civil Engineer in the State of California with over 19 years of experience in storm water, potable water, wastewater, and water reclamation. Over the past decade, he has served as design engineer, engineering inspector, construction manager, and project manager for projects including treatment facilities, pump stations and distribution systems. Mr. Hoch's experience includes five years in the public sector and eleven years as an engineering consultant to multiple cities, water districts, and

wastewater districts in Southern California. Mr. Hoch's public works experience provides valuable insight into treatment plant operations and maintenance, and regulatory concerns.

Support Staff



Allison Ribachonek, EIT– Sr. Project Engineer

Allison is a NASSCO-certified inspector whose professional experiences are driven by her passion for water resources, disaster recovery, and building more resilient communities. She brings over 9 years of experience in hydrologic and hydraulic (H&H) modeling, capital improvement project planning and design, asset management, conditions assessment, funding support, document controls, construction site management, and project management on capital improvement projects for agencies throughout San Diego County. She has worked with many commercial software applications, including ArcGIS,

AutoCAD, HydroCAD, EPA/PC SWMM, and Microstation.



Richard Roth – Design Lead

Mr. Roth has over 32 years of experience in the areas of civil engineering design and land surveying. As a project design lead and client account manager for agencies throughout San Diego County, he has been responsible for managing the technical aspects and leading civil design teams preparing of plans, specifications and cost estimates. Mr. Roth is well-versed in all releases of Autodesk AutoCAD Civil 3D, BENTLEY Microstation and Projectwise software, which enables him to implement the latest computer technology for a variety of engineering projects. Throughout his career, Mr. Roth has assembled a



Proposed Staffing & Subconsultants

diverse project portfolio completing technical designs of water, wastewater, stormwater, infrastructure including pipelines, pumping stations, reservoirs, and treatment plants.



Goldy Herbon – Sr. Water Resources Specialist | Funding Support

Ms. Herbon has over 10 years of progressive local water resources planning experience in the public and private sector. Her duties have encompassed all levels of the planning processes including securing local/state/federal grant funding, authoring planning documents, developing and implementing monitoring plans, and executing multi-party agreements. She possesses integrated water resource planning skills- an interdisciplinary approach to developing long-term water supply reliability, improving water quality, and protecting natural resources. Prior to joining Hoch Consulting, Ms. Herbon worked as a senior water resource specialist at various agencies, focusing on water supply planning, regulatory and policy advocacy and climate adaptation and mitigation. Ms. Herbon will support optional grant efforts and provide support as needed on the study.



Lena Bagnol – Staff Engineer

Lena is an Environmental Engineer whose experience in the water industry has made her passionate about bringing more sustainable solutions to the water and wastewater industry. Previous work with NOAA (National Oceanic and Atmospheric Association) on assessing water quality has provided valuable knowledge on the Southern Californian water industry. As an Undergraduate working at SDSU's Water Innovation and Reuse Lab, she helped further research on water quality in the Tijuana Estuary and its effects on San Diego beaches. Her goal is to provide accessibility to water resources to more communities and continue to make a difference working with the world's most precious resource. She has experience working with Bluebeam, ArcGIS, Microsoft Office, and AutoCAD.

Additional Staffing Support

- ✓ Cari Dale – Director of Water Resources
- ✓ Dan Poulton, P.E. – Director of Construction Services
- ✓ Nicholas Josten, P.E. – Sr. Project Engineer
- ✓ Krysten Burr – Director of Funding Services | Funding Lead
- ✓ Skylar Stephens – Water Resources Specialist | Funding Support

➤ *Full Resumes for project team are available upon request.*



Proposed Staffing & Subconsultants

D. Subconsultants

GERRY GREEN INC.

Consulting Electrical Engineers

Gerry Green, Inc: Electrical and Instrumentation and Controls

Gerry Green, Inc. (formerly Moraes/Pham & Associates) provides electrical, instrumentation, and control systems design services with a focus on water and wastewater projects throughout Southern California. With the impending retirement of Joe Moraes in 2021, Moraes/Pham & Associates (MPA) is transitioning business operations to Gerry Green Inc., which will continue offering local service and the same successful team, now led by owner Gerry Green. As Joe Moraes transitions away from business ownership, he will still be an active member of the team. Together, Joe and Gerry provide 30 years of experience in the industry and are familiar with current technology industry equipment such as Service Switchboards, Standby Generators, Transfer Switches, Motor Control Centers, Variable Frequency Drives, Soft Starters, Programmable Logic Controllers, SCADA, Telemetry, and Control System instrumentation.



Gerry Green – Electrical & Instrumentation Lead | Licensed*

Gerry specializes in the design of industrial power systems including electrical and controls systems for water and wastewater facilities. Recent experience is with wells, treatment plants, and septage receiving stations. He has performed electrical and control system design, electrical power system studies, and observed construction progress for several water/wastewater projects in Southern California and is working with Hoch on several other local projects.



Kelsey Structural: Structural Engineering

Kelsey Structural specializes in the structural design of water/wastewater structural engineering design services including new and existing structures, seismic analysis and retrofit design, structural investigation, condition assessment and evaluation studies of existing facilities, concrete and steel repair, planning studies, technical reports, life cycle analysis, cost estimating and construction support services. Kelsey Structural has worked closely with VVWRA in the past as their structural as-needed consultant and has completed several recent local projects.



Guy Kelsey – Principal Structural Engineer | PE, SE

Mr. Kelsey has over 14 years of structural engineering experience encompassing both new and retrofit projects for various infrastructure, military, commercial, water and wastewater facilities. Mr. Kelsey has performed extensive structural design, seismic analysis, structural evaluation and condition assessments for existing buildings, water and wastewater treatment facilities, reservoirs and conveyance structures throughout California. He has a passion for creative engineering design while providing efficient, cost-effective solutions for his clients.



Matt Stone – Project Manager | PE, SE

Mr. Stone is a currently licensed California SE with over thirteen years of project management and structural design work encompassing commercial, infrastructure, water/wastewater and military projects. He has performed many complex structural and seismic designs for new and existing buildings utilizing the latest design standards and philosophies. His work has included the preparation of structural drawings,



Proposed Staffing & Subconsultants

specifications, and calculation packages, project coordination and management, technical report writing, cost estimating and construction support services.

Other Project Commitments & Time Devoted to this Project

The table below indicates project commitments that the firm and key staff are contracted to provide for other clients over the duration of your project, and how much time each staff member plans to devote to the City's Well No. 2 Project. Key personnel will be available to the extent proposed for the duration of the project. Personnel will not be replaced without prior written concurrence of the agency.

Staff Member	Other Project Commitments	%Time Devoted to This Project
Aaron Gress	<ul style="list-style-type: none"> Willis Construction Arsenic WTP, San Juan Batista, CA UV Feasibility Study, Victor Valley WRA, CA Hutton & Turner Pump Station, CA Coarsegold Elementary Arsenic Pilot Testing, Coarsegold, CA 	70%
Adam Hoch	<ul style="list-style-type: none"> As-Needed PM, Oceanside, CA Hutton & Turner PS, RMWD, CA Return Water Feasibility Study, RMWD, CA 	20%
Allison Ribachonek	<ul style="list-style-type: none"> Flume Replacement Alignment Study, Vista Irrigation District, CA Maerkle Inlet Condition Assessment Planning, City of Carlsbad, CA Stormwater Pump Station Condition Assessment, Los Angeles County, C 	40%
Richard Roth	<ul style="list-style-type: none"> Hutton & Turner Pump Station, CA Olive Ave Mainline Replacement – VID Steed Park Sewer Lateral Replacement – San Clemente Vallecitos Water District – Valve Replacement -Construction Phase Services Kearny Mesa Trunk Sewer – NTP TBD Valencia Park Sewer Replumb – NTP TBD 	50%
Lena Bagnol	<ul style="list-style-type: none"> City of Oceanside: SLR Major Updates City of Oceanside: Buccaneer Lift Station City of San Clemente: Steed Park 	75%
Matt Stone	<ul style="list-style-type: none"> Ellis Creek WRF Chemical System Upgrade, City of Petaluma, CA UV Feasibility Study, Victor Valley WRA, CA Rice Canyon and Ortega Reservoirs Rehabilitation, EVMWD, Lake Elsinore, CA Hinckley WTP Sludge Press, City of Redlands, CA 	30%
Guy Kelsey	<ul style="list-style-type: none"> San Carlos Reservoir Replacement, City of San Diego, CA Sewer Pump Station No. 11 Rehab, City of San Diego, CA Meadowlark WRF Sodium Hypochlorite Conversion, Vallecitos Water District, CA Gundry Avenue Reservoir Rehab, City of Signal Hill, CA Oily Waste Tank Rehab, NAVFAC, CA 	10%
Gerry Green	<ul style="list-style-type: none"> UV Feasibility Study, Victor Valley WRA, CA Hutton, Turner, & Dentre Pump Stations, CA Banning Well 12A, CA Barona Booster Pump Station, CA City of San Diego Dams Security, CA City of Lynwood Reservoir & Pump Station, CA Meadowlark WRF Hypochlorite Conversion, CA 	20%



Proposed Method to Accomplish the Work

E. Work Approach

The City of Santa Fe Springs is preparing to bring its existing Water Well No. 2 back online by installing a new 2,226 gpm pump & motor and temporary treatment equipment for arsenic removal. The well was constructed in 1964 and a recent dynamic flow analysis and chemistry profiling was prepared, revealing high levels of arsenic in the water produced by the well. The well is currently inactive and all equipment was removed following the testing.

Aaron has dedicated his career to finding cost saving treatment solutions and will provide the City with plans that yield the best use of your funds in the long-term and allow easy integration of future improvements.

There are several key considerations that will factor into the successful planning and design of the treatment facility. Hoch is committed to developing a cost-effective solution that addresses these considerations by closely working with the City management and operations staff to understand and meet the project needs.

KEY CONSIDERATIONS



Technology Selection



Site Limitations



Cost Considerations



Implementation Strategy

Technology Selection

There are several commercially available treatment technologies available. A summary of the available treatment technologies and their pros and cons is provided below.

Site Limitations

The existing site is ~30'x60' and presents a challenge to installing treatment equipment. Creative planning will be required to successfully install treatment equipment within the restrained footprint.

Costs

Equipment leasing costs and operations costs are critical to ensuring the City can successfully operate and maintain the facilities.

Implementation Strategy

Hoch will work with the City to develop a robust implementation strategy for treatment equipment that complies with all local and state regulations.

The Hoch Team will rely on strong local leadership, transparent communication, our past project experience, and our owner's mentality to guide this project to success.



Proposed Method to Accomplish the Work

Technology Selection Typical arsenic removal technologies advantages and disadvantages.

Technology	Benefits	Drawbacks
Conventional filtration	<ul style="list-style-type: none"> Common technology Effective, especially when arsenic pre-oxidized and pH kept below 8 	<ul style="list-style-type: none"> Performance declines above pH 8 Arsenic should be pre-oxidized High coagulant doses are sometimes required. Alkalinity addition may be needed for soft waters and high coagulant doses.
Reverse osmosis membrane filtration	<ul style="list-style-type: none"> Removal of As(III) and As(V) Inorganic, microbial, and organic removal also achieved 	<ul style="list-style-type: none"> Low recovery and flux rates are typical Pretreatment and posttreatment required
Nanofiltration	<ul style="list-style-type: none"> Removal of As(V) Microbial and organic removal also achieved Removal of calcium and magnesium may be achieved 	<ul style="list-style-type: none"> Sensitivity to water quality Low recovery and flux rates are typical Pretreatment and posttreatment required
Ultrafiltration	<ul style="list-style-type: none"> Flux and recovery rates higher than with reverse osmosis or nanofiltration Microbial removal achieved Waste stream can often be sent to wastewater treatment plant Highest flux and recovery rates of membrane processes 	<ul style="list-style-type: none"> May not be effective for As(III) Removal of particulate As only, unless pretreatment with a coagulant is needed for removal
Coagulation/microfiltration	<ul style="list-style-type: none"> Preoxidation and pH adjustment may be needed Pretreatment with a coagulant is needed for removal Preoxidation and pH adjustment may be needed Some microbial removal achieved Waste stream can often be sent to wastewater treatment plant Less sensitive to water quality than ion exchange Longer run times than ion exchange 	<ul style="list-style-type: none"> pH adjustment often needed Aluminum levels may increase in finished water Hazardous chemicals needed for regeneration Residuals handling is difficult with concentrated high-pH liquid stream
Activated alumina	<ul style="list-style-type: none"> Works better at higher pH levels than activated alumina Nitrate removal can also be achieved 	<ul style="list-style-type: none"> Sulfate levels may reduce run times Higher arsenic levels may leach from resin near end of run Requires regeneration and handling of concentrated brine solution
Ion exchange (anion exchange)	<ul style="list-style-type: none"> Arsenic in backwash water is usually very low Relatively easy disposal of solids Some adsorbents have a fairly high sorption capacity 	<ul style="list-style-type: none"> Periodic media replacement required Cost and length of media use before replacement is needed is dependent on water quality
Iron-/Titanium based sorbents	<ul style="list-style-type: none"> Arsenic in backwash water is usually very low Relatively easy disposal of solids Some adsorbents have a fairly high sorption capacity 	<ul style="list-style-type: none"> Periodic media replacement required Cost and length of media use before replacement is needed is dependent on water quality
Lime Softening	<ul style="list-style-type: none"> Arsenic in backwash water is usually very low Relatively easy disposal of solids Some adsorbents have a fairly high sorption capacity Works over wide range of pH 	

Treatment Technology	Maximum % Removal
Coagulation/Flocculation	>90%
Ion Exchange	95
Activated Alumina	90
Reverse Osmosis	>95
Coagulation Microfiltration	95
Adsorption	90
Coagulation/High-rate Filtration	95

Combining coagulation with high-rate filtration will minimize treatment equipment requirements and provide adequate removal compared to other technologies.



Proposed Method to Accomplish the Work

Site Limitations

In order to effectively utilize the available footprint for treatment equipment, Hoch recommends pilot testing a high-rate treatment process to remove iron, manganese and arsenic in one treatment step to optimize filter loading rates and chemical usage for design of the treatment facilities.

Pilot Testing

Hoch has conducted several successful **pilot test** to treat for arsenic contamination. The table below shows successful removal of arsenic using high-rate filtration with ferric chloride coagulation.



Arsenic Removal Results

<u>Site</u>	<u>Loading Rate (gpm/sq ft)</u>	<u>Influent Arsenic (ug/L)</u>	<u>Effluent Arsenic (ug/L)</u>	<u>% Removal</u>
Coarsegold, CA	8.0	12	2	98.4%
Victor Valley WD	5.5	25.0	1.9	92.6%
Victorville, CA	9.2	25.0	5.0	80.0%
*Indian Wells Valley WD, Ridgecrest, CA	5.5	25.0	1.6	94.4
*New Mexico Utilities	8.8	10.6	0.1	99.1%
Albuquerque, NM	12.2	12.4	3.2	74.2%
*Mammoth Lakes	5.1	30.0	0.0	100%
Community WD, Mammoth Lakes, CA	7.2	30.0	0.0	100%
	10.0	30.0	0.0	100%
*Clark Public Utilities	6.9	14.0	0.4	96.9%
Vancouver, WA	9.2	14.0	0.63	95%
	9.2	11.0	0.33	97%

*Pilot Projects Mr. Gress conducted with other firms

Side Stream Treatment

Results of the Well No. 2 pilot testing will allow recommendations to be made for side-stream treatment. Equipment size will depend on the design loading rate and removal efficiencies to ensure the blended water remains under the MCL of 10 µg/L.

The Hoch team has already begun an analysis of blend scenarios to determine the minimum equipment footprint to accommodate the site. The table below summarizes blend ratios for treating the full capacity, 25%, 50% and 75% of the plant flow assuming a raw water arsenic concentration of 16.5 µg/L and a 95% removal efficiency or a concentration of 0.325 µg/L in the Finished Water. A preliminary site layout is also provided in the figure below based on a 50% blend ratio.

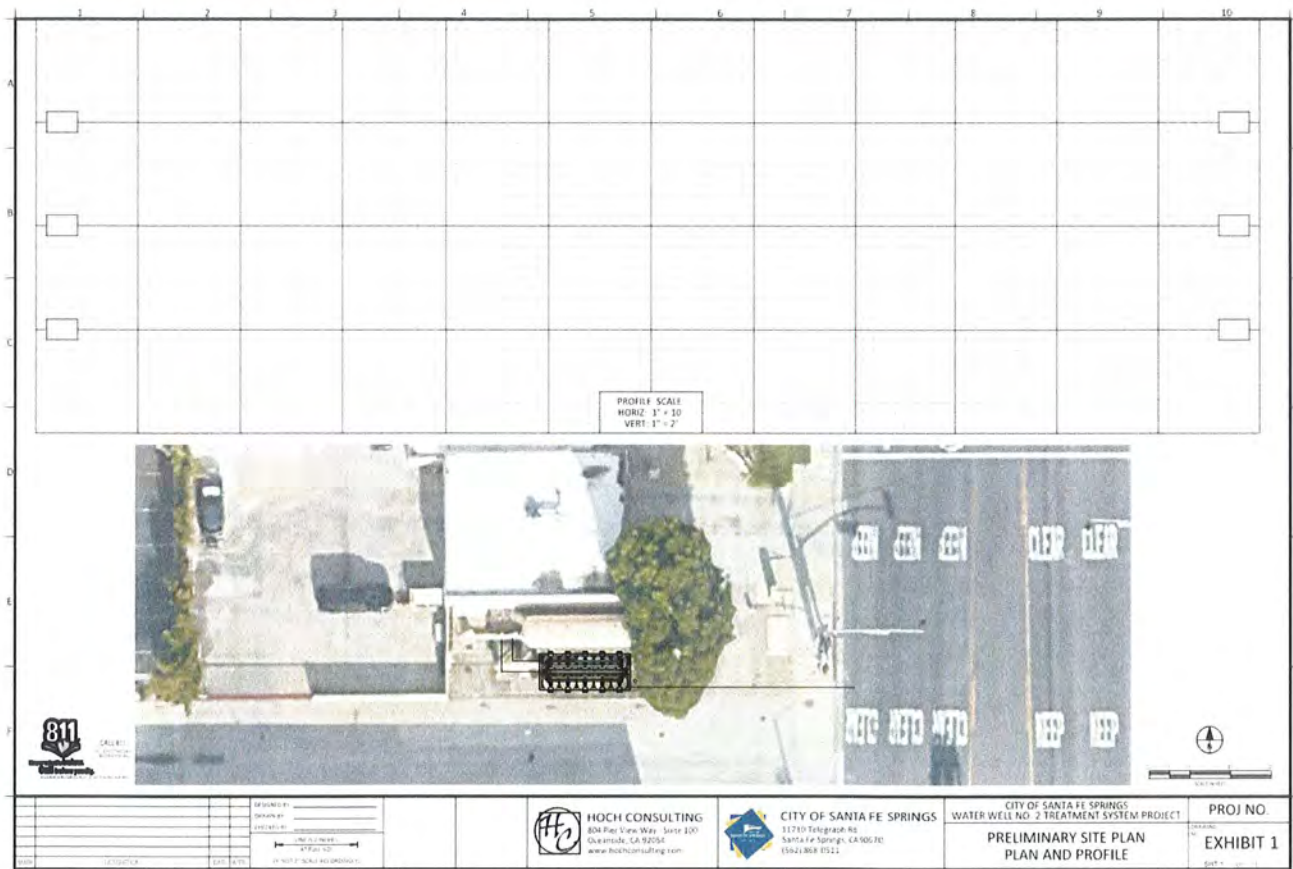


Proposed Method to Accomplish the Work

Blend Summary: Treating 50% of the Well Capacity minimizes the treatment equipment footprint while meeting the treatment goal of 10 µg/L in the combined product water. Pilot testing will allow the City to optimize the treatment process while confirming this desktop analysis.

Blend Ratio	Flow Treated (gpm)	Flow Untreated (gpm)	FW Arsenic (ug/L)	Under MCL	No. Pressure Vessels Assuming 9 gpm/sf	No Contact Tanks	Skid Width (ft)	Skid Length (ft)	Skid Area (sq ft)
25% Blend	557	1670	12	NO	NA	NA	NA	NA	NA
50% Blend	1,113	1113	8	YES	10	2	8	25	200
75% Blend	1,670	557	4	YES	14	2	8	30	240
No Blend	2,226	0	0	YES	20	2	8	48	384

Preliminary Site Layout: The existing ~30'x60' site showing a 10 vessel skid with connections to raw water, finished water and backwash waste piping.





Proposed Method to Accomplish the Work

Costs

Understanding leasing and operations costs are also extremely important in allowing the City's management and operations staff to make the best decisions for all of the involved stakeholders. Hoch has a background in operations and understands the full costs required to operate different types of treatment equipment. **High-Rate Filters are a cost-effective way to treat for multiple contaminants** and Hoch has worked with multiple vendors who supply leased equipment. Leasing costs for a 10-vessel skid are provided for various leasing periods.

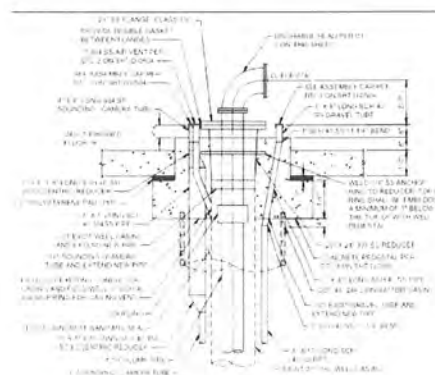
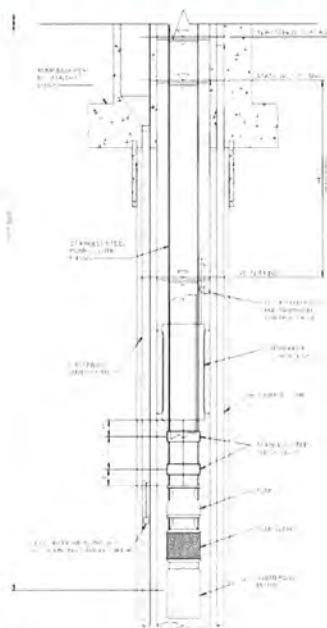
System	Length of Lease	Lease Rate/month
10 Vessel Skid, 48-inch	6 Months	\$60,000
10 Vessel Skid, 48-inch	1 Year	\$50,000
10 Vessel Skid, 48-inch	2 Years	\$40,000
10 Vessel Skid, 48-inch	3 Years	\$30,000

*Operations Costs including staffing, chemicals, electricity and other misc. cost not included. Leased filter skid includes media, piping headers, spare parts during leasing agreement, shipping, and taxes.

Hoch will work with the City to procure the right equipment and determine if leasing or ownership is the right approach based on life-cycle cost and anticipated future treatment needs.

Implementation Strategy

During the preliminary design process Hoch will develop an implementation strategy to successfully bring Well No. 2 online. The Preliminary design report will include basis of design for all well equipping and appurtenances. Hoch will also evaluate the Dynamic Flow and Chemistry Profiling Report from 2021 to evaluate if well rehabilitation is necessary for



Hoch has successfully led the planning, design, and startup of several municipal wells



Proposed Method to Accomplish the Work

Scope of Work:

To accomplish the work, Hoch proposes the following Scope of work:

Task 1 – Project Management

Provide overall leadership and team strategic guidance aligned with the City's objectives. Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

1.1 Invoice Status Reports: Hoch will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include comparisons of monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, earned value, cash flow, and certified firm participation.

Task Deliverables: Hoch will deliver to the City monthly invoice and status report covering:

- Work on the project performed during the previous month.
- Meetings attended.
- Problems encountered and actions taken for their resolution.
- Potential impacts to submittal dates, budget shortfalls or optional services.
- Budget analysis.
- Issues requiring project team action.

1.2 Kickoff Meeting, Data Collection and Review:

Hoch will meet with City staff to discuss project scope, schedule, and objectives and to collect any additional information not yet obtained regarding the existing road, utilities, and existing sewer facilities at the connection points. Hoch will review available record information, as-built drawings, and will schedule a site walk following the project kick-off meeting. Consistent with the professional standard of care and unless specifically provided herein, Hoch shall be entitled to rely upon the accuracy of data and information provided by City without independent review or evaluation. Hoch will review information obtained at the kick-off meeting, site-walk, and Data collection to evaluate site conditions and identify design parameters.

1.3 Quality Management & Reviews. Quality management (QM) and Quality Reviews (QR) include all efforts to help ensure projects are designed and constructed in conformance with the required standards and the plans and specifications, and to mitigate anticipated challenges and change orders. Hoch Consulting performs QM/QRs on design and construction projects with a broad range of complexity, and **we specialize in holistic coordination, design review, and constructability review.** Our process is simple and effective - we seek to **provide clarity, conciseness, and coordination of all project documents.** Our QM/QR methodology begins with checks of all documents produced at defined milestones for clarity, completeness, and conciseness. Design preparations and reviews will be developed during the preliminary design phase with iterative interaction between Hoch and the City, and we will perform a constructability review at the 90% design level. Our reviews of plans and specifications will include (1) a verification of consistency with City standards, (2) a technical review for conformance with design criteria and other related technical standards, (3) a constructability review, (4) a value engineering review, and (5) an operability review. **Our QM/QR procedures have resulted in long lasting relationships with clients and are what differentiates Hoch in the industry.**

Task Assumptions:

- Kick-off meeting will be held in person.
- Regular meetings will be virtual.
- Project is assumed to be 6 months to a year; therefore it is assumed there will be six to twelve progress payments/status reports.



Proposed Method to Accomplish the Work

Task 2 – Pilot Testing and Preliminary Design Report

2.1 Pilot Testing. Hoch will provide pilot testing services for Well No. 2. Pilot testing will be conducted using Pyrolusite filter media with varying doses of chlorine, ferric chloride and loading rates. A section of pipe to provide about one minute of retention will be provided ahead of the pilot plant to simulate the retention that is estimated will be necessary to help in arsenic removal in the full-sized system.

Hoch will provide the following:

- A portable, pilot testing filter will be provided for the test. The equipment will include a booster pump, the filter, chemical feed system, flow meters, valves, and pressure gauges.
- Field testing equipment will be provided to test for pH, temperature iron, manganese free and total chlorine.
- Laboratory testing will be collected for arsenic and sent to the City's preferred laboratory
- Chemical feed for pH adjustment, ferric chloride, and chlorine will be provided.
- Testing will be conducted for up to two days on-site.
- A sample of backwash water will be collected and tested for settling time, suspended solids and arsenic WET test for solids disposal.

Sampling Plan

Pilot tests would be conducted with the pilot equipment operating 8 or more hours per day for two days. Initial testing conditions will include setup, optimizing the chemical feed dose, and filter loading rates. Once optimal conditions are defined the plant will be operated at a constant operating condition for the remainder of the test.

Samples are collected at 60-minute intervals for the first two filter runs of the pilot test. Subsequent samples may be less frequent. The following field tests are normally taken.

<u>Field Testing Parameter</u>	<u>Filter Inlet</u>	<u>Filter Outlet</u>	<u>Backwash</u>	<u>Typical Frequency</u>
pH	X	X		60 minutes
Temperature	X	X		60 Minutes
Free and Total Chlorine Residual	X	X		60 minutes
Iron, Total	X	X		60 minutes
Manganese, Total	X	X		60 minutes
Hydrogen Sulfide (as needed)	X	X		60 minutes
Ammonia (as Needed)	X	X		60 minutes
<u>Lab Samples</u>	<u>Filter Inlet</u>	<u>Filter Outlet</u>		<u>Typical Frequency</u>
Arsenic	X	X		Bi-hourly
Chlorine Solution Strength	(in solution tank)			Daily or more frequently, if concentration is changed.
Iron, Total	X	X		Twice Daily
Manganese, Total	X	X		Twice Daily
Silica	X	X		Twice Daily
Hydrogen Sulfide	X			Twice Daily
Ammonia	X			Twice Daily
TOC	X	X		Once Daily



Proposed Method to Accomplish the Work

Arsenic WET Test	X	Once
TSS	X	Once
Specific Gravity	<u>X</u>	Once

* Other parameters as mutually agreed prior to commencing the assignment.

Backwash effluent samples will also be collected and analyzed to help in the preparation of any backwash water treatment, disposal, or recycling recommendations.

Results of the pilot testing will be analyzed to determine the efficiency of the filters at removing arsenic and iron from the source water. The data will be presented in tabular and graphical form showing operating conditions, removal efficiencies, and chlorine dose and residual levels.

Task Deliverables

- PDF and Excel file(s) of pilot test results from the well tested, presented in tabular and graphical form.

Assumptions

- Operations staff will operate the well during pilot testing.
- The City shall rent a submersible pump to operate during testing if the well equipment is not operating.
- Operations staff will provide the required connections for testing and divert or collect discharged finished water and backwash water appropriately.
- Pilot testing will be conducted over a one to two-week period.
- Pilot testing setup and initial testing will be conducted over three field days. Additional data collection and sampling may need to be conducted by operations staff.
- Expenses include filter media, chemical feed pumps, miscellaneous pilot equipment, travel & lodging for up to one site visit (3 days)
- The pilot system will require a ½", ¾" or 1" female or male pipe thread connection and at least 25 psi of pressure.
- An electrical outlet (120 v, 10 amp) will also be required.

2.2 Preliminary Design Report

Hoch will prepare a Preliminary Design Report (PDR) detailing the results of the pilot testing and an analysis of the variables used in the pilot test. The report will include an evaluation of the technical feasibility of using the treatment process on the source water, development of a basis of design and cost estimates for a full-scale facility with the identified design capacities for Well No. 2. The Preliminary Design Report will be provided as a draft for review by City staff and management, for presentation to the Owner and for submission to the State Regulatory Agency. A final version will incorporate comments from the reviews.

The report will include:

- Ownership, operation, and management information
- Source water background and source water quality information
- Existing treatment and operational practices
- Pilot testing and analytical methodologies
- Pilot testing results, discussion, and recommendations
- A basis of design for treatment modifications including:
 - Well Equipping for new pump and motor
 - Treatment vessel sizing and design criteria
 - Media requirements
 - Backwashing requirements



Proposed Method to Accomplish the Work

- Site planning requirements with a site plan drawing
- Backwash water disposal, or recycling requirements
- Piping requirements
- Electrical and SCADA requirements
- Building requirements
- Process monitoring and analytical equipment recommendations
- A schedule for design, permitting, approval construction and start-up
- Design-Build Options Summary
- A preliminary cost estimate for completion of the project

Task Deliverables

- One Draft Preliminary Design Report
- One Final Preliminary Design Report with comments and revisions incorporated from the Draft PDR

Task 3 – Design Development

Hoch will prepare a design for the well and treatment facilities. The well and treatment system is estimated to have a rated capacity of 2,226 gpm. The design will include the following items:

- 2,226 gpm well pump and motor
- Well piping and appurtenances
- Temporary high-rate filter system
- Temporary chemical feed systems
 - Chemical feed systems for chlorine, pH adjustment, and ferric chloride
- A filter control system

Note: It is assumed backwash waste will be discharged to the sanitary sewer.

Subconsultants: Structural

Record Review

Hoch's subconsultant Kelsey Structural (KS) will review existing record drawings, as-builts, geotechnical reports, previous investigation reports, preliminary design reports and similar documents pertaining to the existing Water Well No. 2 site. Key elements to be reviewed include existing concrete foundation sizing and reinforcing for possible use as equipment foundation.

Design Development

KS shall provide the structural design and detailing of necessary equipment anchorage and foundations (if determined necessary) for the proposed Arsenic Treatment System tanks, skids and associated mechanical and electrical equipment. The anticipated system will consist of multiple skid-mounted retention and backwash tanks that will require anchorage to either existing foundations, soil nails or new concrete foundations for support. Additional pump, motors and electrical panels are also anticipated and will require anchorage and foundation design as well. KS shall provide the structural design and detailing of the selected foundation and anchorage systems which may include seismic straps, cast-in-place or post-installed anchor bolts, soil nails/rock anchors, concrete slab-on-grade equipment foundations and/or elevated equipment pads. KS shall coordinate with Client and Agency during design to determine the type of foundation and anchor elements to be included in the design. Design of the Arsenic Treatment System skids shall be performed by the equipment manufacturer, with input for anchorage points and skid reinforcing provided by KS.



Proposed Method to Accomplish the Work

Bid Support

KS shall respond to contractor-submitted RFIs/Clarifications during the bidding phase for structural-related items and shall submit a maximum of one (1) addendum set of conformed structural drawings and specifications to incorporate changes occurring during the bidding phase.

Subconsultants: Electrical

Hoch subconsultant Gerry Green (formerly Moraes/Pham & Associates) provides electrical, instrumentation, and control systems design services with a focus on water and wastewater projects throughout Southern California. The Electrical and controls scope of work shall include design of all electrical components and integration of equipment identified by the City and design team. Deliverables shall include plans and specifications for the 90% and 100% design deliverables.

Task Deliverables

- 90% and 100% design submittals will be provided including plans and specifications. Design drawings are expected to include the following sheets:
 1. Cover sheet
 2. Construction Notes
 3. Site & Grading Plan
 4. Yard Piping Plan
 5. Civil Details
 6. Well Plan
 7. Well Details
 8. Temporary Filter System Plan
 9. Temporary Filter System Sections
 10. Mechanical plan with Filters, Chemical Injection and Recycle Pump
 11. Temporary Chemical Feed Systems
 12. Temporary Chemical Feed Setup
 13. Electrical Site Plan
 14. One Line Diagram
 15. Electrical Details
 16. Process and Instrumentation Diagram
- Technical Specifications will be developed for the 90% and 100% designs. A list of the identified specifications will be developed during the development of the preliminary engineering report.

Assumptions

- The design criteria will be developed after pilot testing
- Site geotechnical investigation is not required. A site geotechnical investigation is not recommended for a temporary treatment equipment. Structural engineer will make recommendations for temporary anchorage/foundations based on available record information and any other information obtained during planning and design.
- A site survey will not be required. Site improvements will be made based on a local reference. The plans will make reference to a localized control.
- Any required permitting including traffic control, building permits, and/or any other permits required will be obtained by the City.



Proposed Method to Accomplish the Work

- Integration and Controls of Well and treatment equipment is unknown. Electrical and Control requirements may vary pending City's preference for SCADA integration and controls.
- Existing electrical service is adequate; no upgrades. Well Pump HP rating at or below existing pump.

Task 4 – Bid Support

Hoch's will provide continued support during the bidding process. The City will advertise the construction level plans, specifications and estimate for this project. Hoch will continue to provide consulting services to the City during the bidding process.

4.1 Pre Bid Meeting. Hoch will attend a prebid conference and review the project background approach with any prospective bidders.

4.2 Answer Bidder's Question and Provide Clarification. Hoch will respond to bidders' questions and submit to City for review and approval as necessary.

4.3 Prepare Addenda. Hoch will prepare up to one addenda to the construction documents to clarify the scope of work to be bid upon or to delineate changes to the contract or changes to the job site conditions, if deemed necessary. Changes as a result of City's changes in scope of the construction contract or modifications directed by the city will be additional work and performed upon written City approval.

4.4 Evaluate Bid Results. Hoch will assist City in evaluating the bids received and provide recommendations.

Deliverables

- Finalized Addenda package following advertisement. Up to one addendum package.
- Summary memo/or email summary of bids.

Assumptions

- The City will advertise the project.
- City or Contractor will prepare/develop required permits during design development and/or construction.



Proposed Method to Accomplish the Work

Optional Tasks

Upon request, Hoch may also provide the following services including:

Task 5 – Grant Support (Optional)

Treatment of water supplies, which allow for local water to be put to beneficial use, may qualify the project for grant funding. Hoch's diverse team has grant writing specialists that have successfully secured funding for similar types of projects. Additional support tasks include:

Task 5.1: Grant Identification (Optional): The pursuit of grants has become essential for many forward-thinking agencies, like the city, which are looking to maximize return on investment. Grants and loans are often a critical component in funding important projects, and fortunately there are numerous funding programs available. The challenge for most is understanding where the real opportunities lie, accessing those opportunities in a timely fashion with a good project or program in hand, and strategically developing applications that align with the priorities and criteria set forth by the funding agency. Hoch Consulting also specializes in supporting local agencies in the identification and acquisition of grant funding. As part of this optional task, Hoch will identify and obtain the best possible funding options, evaluate potential opportunities, and position the city to engage quickly in the preparation of applications as funding opportunities are announced.

Task 5.2: Grant Writing (Optional): Hoch will prepare and submit a superior application that is responsive to the evaluation criteria requirements set forth by the funding agency. Once a client receives a funding award, the Hoch team is well-equipped to assist in efforts leading to the execution of the funding agreement and then administering the award. Hoch has provided a grant writing cost proposal for a Bureau of Reclamation WaterSMART grant. If other opportunities are identified and have a high likelihood of success, Hoch will provide a tailored budget for grant writing efforts using the hourly rates in the fee proposal.

Task 5.3: Grant Administration (Optional): Hoch will assist with grant administration by coordinating, filing, and submitting grant applications. Grant Administration fees, if desired, can be negotiated depending on the specific grant opportunities, using the hourly rates in the fee proposal.

Task 6 – Construction Support Services (Optional)

If requested, Hoch can perform the following optional tasks.

- Attend Pre-Construction Conference
- Submittal Review and Response
- Respond to RFIs
- Site Visits
- Coordinate construction progress meetings
- Prepare Record Drawings

Schedule

Hoch will develop a detailed schedule with key milestones and check-ins (driven by the submittal deadline) that builds in time for the City to review, provide input, and issue final approvals and signatures prior to submittal. This schedule is constantly monitored to ensure progress is made accordingly, with corrective measures taken and communicated quickly, should delays occur.



Experience & Technical Competence

F. Client References

Over the past eleven years, Hoch Consulting has managed and executed the planning and design of several well head treatment facilities. Our experience as former utility managers, consulting engineers, and operators helps us to efficiently and effectively analyze issues holistically to make optimal recommendations for our clients. Hoch staff's experience as former utility owners provides us with unique insight into optimizing operations and maintenance costs, including but not limited to the following considerations:

- ✓ Well head treatment pilot testing and technology selection
- ✓ Treatment optimization
- ✓ O&M optimization
- ✓ Development of bid-ready construction documents

Mr. Gress is Hoch's water treatment principal and has served as the technical lead on numerous well head treatment projects. **Mr. Gress has piloted, designed, and assisted with construction support for over 20 well head treatment projects.** Mr. Hoch has served as the operations and maintenance lead on numerous feasibility studies, helping to quantify lifecycle costs and provide flexibility for owners.



CITY OF LAKEWOOD, CA*

REFERENCE: Derwin Dy, Assistant Water Resources Director
PROJECT: Well 13A Arsenic WTP
P: 562.743.0575
E: DDy@lakewoodcity.org



WILLIS CONSTRUCTION

REFERENCE: Roger Ely, General Manager
PROJECT: Arsenic Pilot Testing and WTP Design
P: 831.801.7814
E: rely@willisconstruction.com



COARSEGOLD ELEMENTARY, COARSEGOLD CA

REFERENCE: Henry Liang, Project Manager
PROJECT: Arsenic Pilot Test
P: 559.500.4750
E: hliang@mknassociates.us



CITY OF OCEANSIDE, CA

REFERENCE: Lindsay Leahy, PE
PROJECT: Pure Water Oceanside & Recycled Water Design Build
P: 760.435.5913
E: lleahy@oceansideca.org



SAN ELIJO JOINT POWERS AUTHORITY

REFERENCE: Chris Trees, Director of Operations
PROJECT: Advanced Water Purification Facility
P: 760.623.4212
E: treesc@sejpa.org

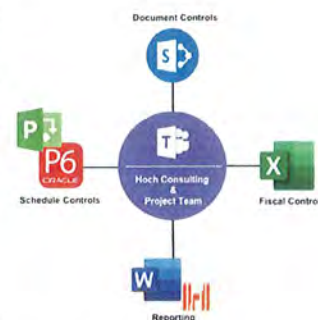
* Indicate Projects Mr. Gress Worked on with Other Firms!

Technical Competence

Internally, Hoch uses Microsoft Teams and the Office 365 programs to execute projects and will add relevant city staff to a shared access folder for necessary transfer of documents and access to project files. We propose to track the schedule in Microsoft Project. We anticipate Excel to suffice for fiscal controls and analysis and will provide reporting in Microsoft Word printed to PDF for final versions. Additionally, we have a deep bench of internal staff and staff within our larger proposed team that are capable of executing this contract.

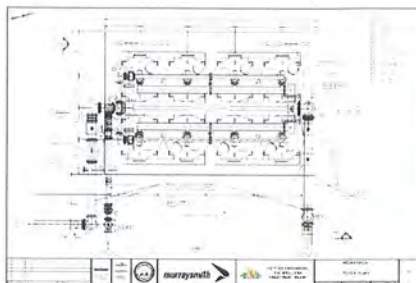
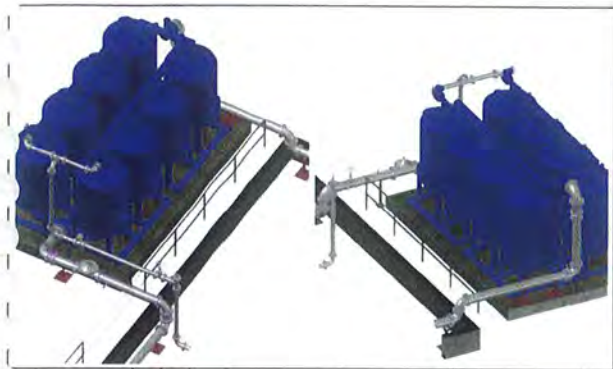
Project Specific Experience

Hoch has never had any of the conditions related to failure to perform, enter into a contract, litigation, etc., listed the RFP. The following section provides a description of relevant service contracts held by Hoch within the last five years that exemplify our team's familiarity with the kinds of services the City is seeking.





Experience & Technical Competence



PROJECT PROGRESS

- Phase 1 of Constructed completed in 2022.
- Planning, Design, and Construction Support for Arsenic removal from groundwater
- Worked with the City to manage construction activities and installation of treatment equipment

Lakewood, CA Well 13A

Arsenic Removal WTP

PROJECT DESCRIPTION

This project included design and construction support for the City's Well 13 Arsenic Removal Treatment Plant and was based on results of pilot testing. The full-scale facilities were also designed by Hoch. Treatment plant improvements included installation of a packaged filtration system for arsenic removal, backwash recycle pump, and a ferric chloride feed system. An existing tank at the treatment plant site was repurposed for backwash settling and recycle. Design of the filter equipment incorporated the existing electrical service pedestal to supply power to the filter controller, the backwash pump, and the chemical feed facility. A cost-effective control strategy was included to allow staff to remotely monitor the facility and the equipment to operate automatically.

PROJECT ROLE

Mr. Gress provided project management, design services and construction management support for the Project. These services included planning, contract management, budget tracking, schedule tracking, permitting, coordination, quality assurance, quality control, value engineering, contract development, technical report writing, project presentations, regulatory coordination and facilitation and oversight of all other program elements. Mr. Gress provided oversight of design and construction.

PROJECT INFORMATION



Client: City of Lakewood
Contact: Derwin Dy, P.E.
Tel Number: 562-743-0575
Email: ddy@lakewoodcity.org
Year: 2022-2023
Contract Amount: \$150,000
Key Staff:

- Aaron Gress, P.E. – Project Manager/Technical Lead

PROJECT HIGHLIGHTS

- Developed and managed project budget.
- Provided QA/QC of the Engineer's design to ensure that City standards and expectations were met.
- Worked with the City to obtain necessary permits for construction including SWPPP, traffic control, and City building permits.
- Worked with the local regulatory agency to get project approval
- Worked closely with City and contractor to respond quickly to RFIs and Submittals



Experience & Technical Competence



PROJECT PROGRESS

- Phase 1 Construction completed January 2022.
- First IPR Project online in San Diego County
- Over \$50 Million procured in grants and rebates
- \$69 Million procured in low interest loans

Pure Water Oceanside

PROJECT DESCRIPTION

Pure Water Oceanside is an indirect potable reuse (IPR) groundwater augmentation project. The initial construction phase constructed a 4.5 million gallon per day (MGD) advanced water purification facility (AWPF) that is expandable up to 6.0 MGD in a subsequent phase, conveyance piping, backwash piping, injection wells, monitoring wells, an upper recycled water pump station, blending facilities for both the upper and lower recycled water service areas, and Nitrification Denitrification upgrades in plant 2 at the San Luis Rey Water Reclamation Facility (SLRWRF). The Project included a direct coupled UF/RO train, Hydranautics ESPA 2 membranes, and a predictive algorithm for the UVAOP system. The City began injecting water into the mission groundwater basin in December, 2021.

PROJECT ROLE

Hoch Consulting provided program management, project management, public outreach and funding support for the Project. These services included planning, contract management, budget tracking, schedule tracking, permitting, coordination, quality assurance, quality control, value engineering, contract development, technical report writing, legal coordination, easement acquisition, public outreach, staff report preparation, project presentations, grant, rebate, and loan application preparation, regulatory coordination and facilitation and oversight of all other program elements. Hoch oversaw feasibility of the UV Disinfection System.



PROJECT INFORMATION



Client: City of Oceanside
Contact: Lindsay Leahy, P.E.
Tel Number: 760-435-5913
Email: lleahy@oceansideca.org
Year: 2016 – Present
Contract Amount: \$1,500,000
Key Staff:

- Adam Hoch, P.E. - Program Manager
- Kyrsten Burr - Funding Support
- Sarah Davis – Public Outreach
- Allison Ribachonek – Staff Support
- Cari Dale – Water Utilities Director

PROJECT HIGHLIGHTS

- Developed and managed program budget. Phase I of the program was on schedule and under budget.
- Provided QA/QC of the Engineer's design to ensure that City standards and expectations were met.
- Oversaw permitting through the City of Oceanside, including a conditional use permit, building permit, and grading permit.
- Managed the project's budget and schedule to ensure completion in conformance with SB606.
- Procured up to \$48 Million (combined with Pure Water Oceanside) in local resource program (LRP) funding through the Metropolitan Water District.
- Procured a \$70 Million (combined with Recycled Water) loan at 1.2% interest rate through the EPA WIFIA loan program.
- Procured a \$3.05 Million grant through the IRWM Program.



Advanced Water Purification Facility (AWPF) Project

PROJECT DESCRIPTION

The San Elijo Joint Powers Authority (SEJPA) owns and operates the San Elijo Water Reclamation Facility (SEWRF) in Cardiff by the Sea, CA. In 2011, SEJPA began construction of a \$4.2 million 1.0 MGD microfiltration (MF)/Reverse Osmosis (RO) Advanced Water Treatment (AWT) Facility to improve the quality and **quantity** of SEJPA reclaimed water. Construction included foundations, prefabricated metal buildings, RO skids, MF skids, process piping, electrical underground, electrical gear, instrumentation and controls, painting, architectural concrete and several buried pressure pipelines, including various sizes of ductile iron piping, PVC, and copper piping.

Hoch Consulting CM duties included submittal review and response, progress meeting attendance, coordination with other agencies, daily construction oversight, preparation of daily inspection reports, and technical assistance with change orders.

PROJECT ROLE

Hoch Consulting provided Construction Management (CM) and Construction Inspection, Materials Inspection, Coordination, Reporting, and Project Closeout Duties the Project. Hoch oversaw the feasibility evaluation for disinfection systems, which included UV disinfection. Ultimately, the Authority opted to maintain its existing chlorine disinfection system.

PROJECT INFORMATION



Client: San Elijo Joint Powers Authority
Contact: Chris Trees
Tel Number: 760-623-4212
Email: treesc@sejpa.org
Year: 2011 – 2013
Contract Amount: \$96,500



Key Staff:

- Adam Hoch, P.E. – Project Manager, Construction Manager, & Inspector

PROJECT HIGHLIGHTS

- Procured a Coastal Development Permit
- Maintained project budget and schedule.
- Identified several major deviations from contract specifications – including the delivery of unapproved materials, placement of asphalt in an unapproved manner, installation of incorrect underground electrical conduit, conflicts between the plumbing and grade beams, and improper coating of process piping– and corrected at no additional cost.



G. Rights to Materials

Hoch acknowledges that all responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced and submitted as part of the RFP and not withdrawn shall, upon receipt by AGENCY, become property of AGENCY.

H. Schedule of Hourly Rates

A schedule of Hoch's hourly rates is provided below. If selected, the schedule of hourly rates shall remain fixed for the term of the agreement. **A fee proposal has also been developed for individual tasks and optional tasks and can be shared with the City upon request.**

Budget Summary

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant's Hourly Rates, plus Direct Expenses incurred. Hoch Consulting's rate schedule for this contract provides all-inclusive hourly billing rates, which include overhead, profit, and expenses. Reimbursable expenses, such as mileage and reproduction, will not exceed a 10% mark up.

All work will be performed on a lump-sum "not-to-exceed" basis for the agreed amount and no additional compensation will be received beyond the total amount negotiated for the scope of work unless changes are approved in advance by a written change order issued and signed by the City and Hoch Consulting.

Other Information

Insurance

Hoch Consulting carries insurance coverage consistent with the requirements in the RFP. Official certificates of insurance will be provided to the City prior to contract execution and upon notice of contract award.

Litigation

Hoch Consulting does not have any litigation history for any claims filed by the firm or against the firm.

Certification of Proposal

Hoch Consulting acknowledges no addenda have been posted on Bidnet Direct. We take no exceptions to the RFP. In Submitting our proposal, we agree to furnish services to the City in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Adam Hoch, President/Principal Engineer

EXHIBIT B
FEE SCHEDULE



Schedule of Hourly Rates

Hoch Consulting 2023 Rate Schedule

<u>Title</u>	<u>Billing Rate (\$/hr)</u>
Director of Engineering.....	\$240.00
Principal Engineer.....	\$235.00
Senior Project Engineer.....	\$205.00
Project Engineer.....	\$185.00
Associate Engineer.....	\$165.00
Staff Engineer.....	\$135.00
Senior Project Designer.....	\$200.00
Project Designer.....	\$170.00
Staff Designer/Drafter.....	\$140.00
Director of Construction Services.....	\$240.00
Principal Construction Manager.....	\$200.00
Senior Construction Manager.....	\$175.00
Construction Manager.....	\$160.00
Staff Construction Manager.....	\$145.00
Senior Construction Inspector.....	\$150.00
Construction Inspector.....	\$140.00
Staff Construction Inspector.....	\$130.00
Director of Water Resources.....	\$240.00
Principal Water Resource Specialist.....	\$235.00
Senior Water Resource Specialist.....	\$190.00
Water Resource Specialist.....	\$170.00
Senior GIS Analyst.....	\$160.00
Environmental Compliance Specialist.....	\$120.00
Senior Scheduler.....	\$135.00
Senior Administrative Assistant.....	\$125.00
Administrative Assistant.....	\$90.00
Senior Management Analyst.....	\$175.00
Management Analyst.....	\$125.00
Ambassador.....	\$195.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the Authority, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the Authority. If Consultant maintains higher limits than the minimum limits shown below, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its officers, agents, employees, and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

The Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Consultant or the Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the Authority may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the Authority and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the Authority for review.

The Authority's right to revise specifications. The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, Authority and Consultant

may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

Timely notice of claims. Consultant shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: ON-CALL SCADA PROGRAMMING AND MAINTENANCE – REJECTION OF PROPOSALS

DATE: November 21, 2023

RECOMMENDATION:

It is recommended that the Water Utility Authority:

- 1) Reject the proposals received for the project; and
- 2) Authorize the City Engineer to re-solicit proposals for the On-call SCADA Programming and Maintenance; and
- 3) Take such additional, related, action that may be desirable.

FISCAL IMPACT

SCADA programming and maintenance activities are budgeted in the Water Utilities annual operating budget, with work performed on an as-needed basis. The recommended action has no fiscal impact.

BACKGROUND

The Water Utility's Supervisory Control and Data Acquisition (SCADA) software and system components are vital in operating and monitoring the drinking water system pressure, imported water connections, the Aquatic Center pumps and controls, and the City's five underpass pump stations. SCADA allows staff to remotely monitor and make changes to specific system parameters.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

On July 17, 2023 the Santa Fe Springs Water Utility Authority received one proposal for On-call SCADA Programming and Maintenance. After reviewing the proposal submitted, staff recommends rejection of the proposal and a new/revised solicitation of proposals. This will enable staff the opportunity to restructure the scope of work required and proactively market the solicitation to qualified firms.

SUMMARY/NEXT STEPS

Reject the proposal received and direct staff to re-advertise for professional On-call SCADA Programming and Maintenance services.

ATTACHMENT:

None

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



CITY OF SANTA FE SPRINGS

WATER UTILITY AUTHORITY AGENDA STAFF REPORT

TO: Honorable Chair and Board Members

FROM: René Bobadilla, P.E., Executive Director

BY: James Enriquez, P.E., Director of Public Works

SUBJECT: WATER WELL NO. 12 ASSESSMENT SERVICES – AWARD OF CONTRACT

DATE: November 21, 2023

RECOMMENDATION:

It is recommended that the Water Utility Authority:

- 1) Award a contract to Best Environmental Subsurface Sampling Technologies (BESST) Inc. of San Rafael, CA in the amount not-to-exceed \$108,958 for Assessment of Water Well No. 12; and
- 2) Appropriate \$141,646 from the Water Fund Reserves to the Water Well No. 12 Assessment; and
- 3) Authorize the Mayor to execute the agreement; and
- 4) Take such additional, related, action that may be desirable.

FISCAL IMPACT

Staff is requesting an appropriation \$141,646 from the Water Fund Reserves to the Water Well No. 12 Assessment project. The following is a breakdown of the estimated project costs:

<u>ITEM</u>	<u>BUDGET</u>
Engineering and Design Services (BESST Inc.)	\$ 108,958
Engineering / Staff Support (10%)	\$ 10,896
Contingency (20%)	\$ 21,792
Total Project Cost:	\$ 141,646

Water Well No. 12 Assessment Services – Award of Contract

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Sufficient funding is available in the Water Fund Reserves. The contract amount of \$141,646 includes services to assess the water quality pumped from Water Well No. 12 and prepare technical specifications to aid in the design of a treatment system.

BACKGROUND

Water Well No. 12 is located at 13939 Borate Street, Santa Fe Springs. Drilling and construction of Well No. 12 began on August 7, 2012, with a design discharge rate of 2,000 gpm, or 2.88 million gallons per day. In March 2016, elevated concentrations of Iron and Hydrogen Sulfide were encountered, requiring treatment to meet water quality standards. In July 2016, the City hired Civil Tech Engineering for the design of a treatment system for Water Well No. 12. After advertising the treatment system for construction two different times, the City rejected the bids received due to the cost to construct the treatment system. Water Well No. 12 has remained inactive since March of 2016.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

The first step in bringing Water Well No. 12 online is to assess the water quality pumped from the well and prepare technical specifications to aid in the design of a treatment system. Well assessment consists of, but is not limited to dynamic flow and chemistry testing and profiling, isolation zone testing and development of potential well zone sealing remedies. A well isolation zone is a specific area where a well receives its' water from. Instead of getting water from different depths, a specific depth is targeted and a perforated well casing is placed only at that depth of the well. If the water from a particular well isolation zone is determined to be contaminated, this area of the well can be sealed using one of several available technologies.

A new water quality assessment is required to meet California State Water Resources Control Board (WRCB) permitting requirements and to also test for new and emerging contaminants that were not previously tested for. Once an assessment is completed, the City will be able go out to bid for the design of a water treatment system or a modification to the well based on the findings of the assessment. The proposal submitted by BESST Inc shows they have the expertise and experience to profile and assess Water Well No. 12, which is necessary in getting the water well back online to deliver safe drinking water to the residents of Santa Fe Springs.

Water Well No. 12 Assessment Services – Award of Contract

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SUMMARY/NEXT STEPS

N/A

ATTACHMENT:

A. Attachment A – Professional Services Agreement

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**SANTA FE SPRINGS WATER UTILITY AUTHORITY
DESIGN PROFESSIONAL SERVICES AGREEMENT
WITH
BESST, INC.**

This Professional Services Agreement ("Agreement") is made and effective as of November 21, 2023 ("Effective Date"), by and between the Santa Fe Springs Water Utility Authority, a California joint powers authority, ("Authority") and BESST, Inc., a California corporation, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on November 21, 2023 and shall remain and continue in effect until the services described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Consultant's Proposal, attached hereto as Exhibit A and incorporated herein as though set forth in full ("Services"). Consultant shall complete the Services according to any schedule of performance set forth in Exhibit A. To the extent that Exhibit A and contains provisions inconsistent with this Agreement, the provisions of this Agreement shall govern.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant's ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. AUTHORITY MANAGEMENT

The Executive Director or designee shall represent the Authority in all matters pertaining to the administration of this Agreement, including review and approval of all products submitted by Consultant.

5. PAYMENT

- A. Authority agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred and Eight Thousand Nine Hundred and Fifty-Eight dollars (\$108,958.00) for the

total term of the Agreement unless additional payment is approved as provided in this Agreement.

- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Executive Director or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the Authority and Consultant at the time the Authority's written authorization is given to Consultant for the performance of said services.
- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the Authority disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The Authority may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant at least ten (10) days' prior written notice. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the Authority suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the Authority shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the Authority disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the Authority pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the Authority determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the Authority shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the Authority with a written plan for the diligent cure of default if such default cannot be cured within seven days, the Authority shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Consultant shall be responsible for costs incurred by the Authority due to Consultant's failure to comply with

this section. The Authority shall have the right to offset against the amount of any fees due to Consultant any costs incurred by the Authority as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the Authority that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the Authority or its designees at reasonable times to such books and records; shall give the Authority the right to examine and audit said books and records; shall permit the Authority to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the Authority and may be used, reused, or otherwise disposed of by the Authority without the permission of Consultant. With respect to computer files, Consultant shall make available to the Authority, at the Consultant's office and upon reasonable written request by the Authority, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the Authority all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the Authority, the City of Santa Fe Springs, and any and all of their respective officials, employees, agents, and volunteers ("Indemnified Parties"), at Consultant's sole expense, from and against any and all claims, losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by the Indemnified Parties in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or

arbitrator having made a determination of the Consultant's percentage of fault, and the parties cannot mutually agree on Consultant's percentage of fault, the parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to Authority.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONTRACTOR

- A. Consultant is and shall at all times remain as to the Authority a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the Authority nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officers, employees, or agents of the Authority. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the Authority, or bind the Authority in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the Authority shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the Authority. The Authority shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the Authority harmless from any and all taxes, assessments, penalties, and interest asserted against the Authority by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold the Authority harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The Authority shall have the right to offset against the amount of any fees due to Consultant under this Agreement as a result of Consultant's failure to promptly pay to the Authority any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the Authority, Consultant shall indemnify, defend, and hold harmless the Authority for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the Authority.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants 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 Authority, including but not limited to eligibility to enroll in CalPERS as an employee of the Authority and entitlement to any contribution to be paid by Authority for employer contribution and/or employee contributions for CalPERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The Authority and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the Authority in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Authority has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the Authority to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO AUTHORITY EMPLOYEES

No member, officer, or employee of the Authority, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the Authority's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Executive Director or designee, or unless requested by the Authority's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the Authority. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the Authority notice of such court order or subpoena.
- B. Consultant shall promptly notify the Authority should Consultant, its officers, employees, agents, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or with respect to any project or property located within the Authority, unless the Authority is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the Authority of such Discovery. The Authority retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the Authority is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the Authority and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the Authority's right to review any such response does not imply or mean the right by the Authority to control, direct, or rewrite said response, or that the Authority has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the Authority: Santa Fe Springs Water Utility Authority
11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Attention: Water Authority Executive Director

To Consultant: BESST Inc.
50 Tiburon Street, Suite 7
San Rafael, CA 94901
Attention: Noah Heller, M.S., P.G.

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the Authority. Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide the Authority with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the Authority as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the Authority for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The Authority and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Authority.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. NON-EXCLUSIVE AGREEMENT

Consultant acknowledges that the Authority may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

23. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

24. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

25. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

26. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction

enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

27. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrants and represents that they have the authority to execute this Agreement on behalf of said parties and has the authority to bind the parties to the provisions of this Agreement.

29. ELECTRONIC SIGNATURES

The parties acknowledge and agree that execution of this Agreement by electronic signatures or electronic transmittal of signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

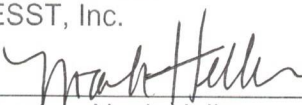
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF SANTA FE SPRINGS

CONSULTANT
BESST, Inc.

Juanita Martin, Board Chairperson



Name: Noah Heller
Title: PRESIDENT
Date: 11/14/23

Date: _____

ATTEST:

CONSULTANT

Fernando Munoz, Deputy Secretary

Name: _____
Title: _____

APPROVED AS TO FORM:

Ivy M. Tsai, Authority Counsel

Attachments:	Exhibit A	Consultant's Proposal
	Exhibit B	Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

A - Letter of Offer

Addressed To: Ms. Yvette Kirrin
(Acting Director of Public Works, City of Santa Fe Springs)
11710 Telegraph Road, Santa Fe Springs, CA 90670

Best Environmental Subsurface Sampling Technologies, (dba BESST, Inc.) will perform various tasks including dynamic flow and chemistry profiling and preparation of a hydrogeological report including conclusions and recommendations to determine how the City of Santa Fe Springs, Well 12's water chemistry condition can be improved through well modification (i.e., packers, sleeves, engineered suction, etc.). BESST, Inc. will subcontract Layne, A Granite Company (Layne) if modifications are required at the discharge head or with the existing pump to access the inside of the well to complete the dynamic profile.

The proposal shall remain valid for 90 days past the submittal date. BESST acknowledges that as a subconsultant it is bound to all the addenda to the City of Santa Fe Springs RFP as well as its terms and conditions.

BESST is located at 50 Tiburon Street, Suite 7, San Rafael, CA 94901. The primary contact from the BESST portion of the team is Kimberly Miles, Project Manager and Senior Hydrogeologist. Her contact information is:

Kimberly Miles, PG
Project Manager, Senior Hydrogeologist BESST, Inc
Mobile: (907)723-0686
Email: kmiles@besst-inc.com

The Federal Tax ID number for BESST is 68-0436852.

Layne, A Granite Company is located at 1717 W Park Ave, Redlands, CA 92373. The primary contact from Layne if their services are deemed necessary during the access survey portion of the project is Ricky Trujillo. His contact information is:

Ricky Trujillo
Account Manager – Layne
Office: 909-390-2833
Cell: 909-957-7782
Ricky.trujillo@gcinc.com

All information provided herein is true and correct as signed by Noah Heller, M.S. PG, below.

 10-9-2023

B - Qualifications of Firm

RECENT PAST

BESST was contracted by the City of Santa Fe Springs in 2021 to perform zonal flow and chemistry profiling on Well 2. The field efforts included a static video survey, a dynamic sand invasion survey, and a dynamic, steady-state flow and chemistry profile. The flow and chemistry data were used to calculate zonal contributions of ammonia, perchlorate, sulfate, sulfide, total dissolved solids, total organic carbon, arsenic, chromium, iron, manganese, VOCs, and PFOS, PFOA constituents. The results were then used to provide the City of Santa Fe Springs with an understanding of the subsurface conditions and how to use these data to make economic based decisions about the well's operational future. For this project, BESST was able to gain internal access to the well without the support of a pump service company. However, one was ready in case internal access to the well was difficult.

OVERVIEW

Best Environmental Subsurface Sampling Technologies (BESST, Inc.) was founded in 1998 and is presently located in San Rafael, CA. Mr. Noah Heller is a California Professional Geologist (5792) who is the founder and currently CEO and President. The Company consists of 11 employees with backgrounds in geology, hydrogeology, chemical engineering and oil and gas exploration. Technical degrees range from BS to PhD. There are currently three Professional Geologists on staff – and all are registered in the state of California.

From the beginning the Company has been focused on technological research and development, manufacturing and commercialization of groundwater investigation and long-term groundwater monitoring products for deep borehole applications. Over the past 25 years, the Company has diversified by offering a variety of hydrogeological consulting services: including performing dynamic and ambient flow and chemistry profiles in wells and boreholes, static and dynamic video surveys, designing and executing well reconstruction and modification projects to avoid treatment, data analysis and interpretation to support site conceptual models. Other areas of expertise also include designing and performing step and pump testing, designing and overseeing the installation of public supply wells, writing of work plans to support California Prop 1 studies and well construction projects. We also perform well-to-well tracer studies, cross sectional analyses, development of customized sampling systems for groundwater production wells, well-field operational strategies, tracer pipeline studies, lithium and other brine constituent investigations, and using tracers for power plant investigations.

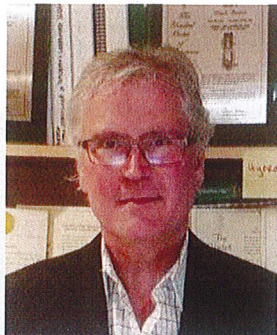
The President of the Company, a California Professional Geologist with 35+ years of experience, has managed large drilling projects using different drilling technologies, overseen downhole geophysical surveys and has designed and overseen the construction of various groundwater extraction wells and hundreds of monitoring wells including their development and outfitting of various pumping equipment.

BESST has been used on a variety of California Prop 1 projects throughout California and has been integral to their success. These projects include sections of well fields in Modesto, Dinuba, Rancho Cordova, Upland and projects in San Luis Obispo and other areas.

To date, over 1,000 groundwater production wells in California and other states have been investigated since early 2005, with key areas of use being in public supply, borehole testing, agriculture, mining, and other industries. Areas outside California where BESST is very active include Texas, Nevada, Arizona, Idaho and New Jersey. The miniaturized nature of the novel profiling technologies, the ability to accurately profile wells and boreholes quickly and with detailed granularity has resulted in amassing one of the largest zonal flow and geochemistry databases for groundwater supply wells in California. This large volume of naturally occurring and anthropogenic geochemistry data has begun to provide insights into subsurface contaminant distribution patterns that BESST has used as a value-added component of its consulting practice. For naturally occurring contaminants, the Company has investigated hundreds of wells for arsenic, iron and manganese, total dissolved solids and radionuclides. Many wells have been investigated for anthropogenic contaminants such as chlorinated hydrocarbons, 1,2,3 TCP, nitrate, perchlorate, PFOS, PFOAs and other compounds. Other more specialized surveys include dissolved gases, radioisotopes and noble gases.

From these data, BESST generates detailed, hydrogeologic reports, performs statistical analyses of the data for well modification modeling, well siting, generates well field cross section analyses and interpretations, provides recommendations on how to modify wells for either treatment avoidance or treatment optimization using packers, liners, engineered suction and other methods and provides recommendations on locations for new wells. Many projects then move to the next step developing well modification plans, overseeing well modification projects and then writing completion reports that become a legal record for the well.

BESST is equipped with four tracer flowmeter profiling systems, three for performing dynamic steady state surveys and one for conducting downhole ambient surveys. The Company supports each field project with a two-person team consisting of full-time staff hydrogeologists, and BESST supports a full-time staff of 11 professionals including those with advanced degrees in geology and hydrogeology. BESST continually demonstrates the ability to accommodate large and small projects alike in a timely and flexible manner with a high level of professionalism due to a diverse, specialized staff and management. Please reference the *Client Referrals* for validation of BESST's efficacy in the hydrogeologic professional community.

**FIRM**

BESST, Inc.

EXPERIENCE

39 years (25 at BESST)

EDUCATION

BA Geology, Rutgers University

MS Geology, Mississippi State University

California PG 5792

Publications and US Patents (see below)

MR. NOAH HELLER:**BACKGROUND**

Mr. Heller is a geologist with 39 years of professional experience and is President of Best Environmental Subsurface Technologies, Inc. (dba BESST) founded August 1998. Mr. Heller holds a BA from Rutgers University and MS degree from Mississippi State University, both in geology and is a registered California professional geologist. Graduate studies and thesis focused on sedimentology and petroleum exploration methods using geophysical tools, including formal course work in electric log and cross section analysis and well field development.

MINERALOGY AND MINERAL EXPLORATION:

Mr. Heller's industry experience began in 1984, working as a mineralogist for Amoco Minerals. He was responsible for performing detailed mineralogical analyses of ore bodies using x-ray mineralogy and x-ray fluorescence as well as scanning electron microscopy/microprobe and thin section analysis using polarizing light microscopy. He also developed software, automating the mineralogical analysis using iterative simultaneous equations. From 1987 through 1990, Mr. Heller worked on large scale gold exploration and mine development projects, geologic surface mapping and performing complex cross section analyses. Other activities included performing magnetic surveys, core logging, underground mine mapping and thin section analyses.

ENVIRONMENTAL:

In the early 1990's Mr. Heller began working for Jacobs Engineering and was assigned as a technical manager to organize and oversee large-scale environmental investigative drilling projects at McLellan and Castle Air Force Bases. The collective industrial experience included managing up to ten drilling operations at one time, electric log analysis, installation oversight of groundwater extraction wells, hundreds of monitoring wells, and many thousands of depths discrete soil gas and groundwater samples. Mr. Heller gained a strong working knowledge of

various drilling and sampling methods which led to various ideas on how to improve upon downhole diagnostic methods; focused in the area of water chemistry. Mr. Heller has extensive experience with mud rotary, air rotary casing hammer, dual wall percussion, sonic, hollow stem auger, dual tube rotary and direct push methods.

BESST, INC.: 1998-PRESENT

The early years of BESST were focused on product development of various subsurface sampling technologies to improve water chemistry sampling which led to the development of the SimulProbe, Barcad and ZIST. In 2002, BESST was awarded a research and development contract by the US Geological to develop a miniaturized pump technology capable of lifting groundwater 3,000+ feet and less than one inch in OD. The technology, called the HydroBooster, is now an essential system component of the Company's downhole profiling suite of miniaturized technologies.

Following its successful endeavor with the HydroBooster, BESST was awarded an exclusive license by the USGS for their patented well profiling technology called the Tracer Flowmeter and Depth Dependent Sampler. Since early 2005, BESST has profiled over 1,000 dynamic and ambient surveys of water supply wells, including potable drinking water wells, test wells and agricultural wells. Profiling projects have focused on metals, radionuclides, general minerals, dissolved gases, nitrate, oxygen and hydrogen isotopes, bacteria, turbidity, RO foulants (i.e., Silt Density Index), and a wide range of anthropogenic compounds including nitrate, VOCs, perchlorate as well as PFOS and PFOA. To date, the Company has made significant advances to the USGS technologies which have received patent protection for two improvement patents called Selective Extraction of Fluid in Wells and Boreholes. Another two improvement patents describing "Sideways Injection" of tracers to accurately calculate zonal inflow of fluids in pumping and non-pumping wells and combined zonal flow and water sampling technology into a singularly conjoined downhole profiling system (called UNIPASS) have also been awarded. Other related advances include development of software and downhole lasers for measuring ambient groundwater flow in groundwater production and monitoring wells using laser induced fluorescence.

Over the past 17 years, Mr. Heller and the BESST team have gained much experience in well modification, hydraulically manipulating wells to achieve specific water chemistry goals, including treatment avoidance and minimization as well as treatment optimization. Based on its proprietary technologies and experience, BESST has been utilized on numerous California Prop 1 projects.

Publications

C. M. Manuck, N. Heller, M. C. Battany, A. Perry, A. J. McElrone, 2012. Evaluating the potential of well profiling technology to limit irrigation water salinity in California vineyards, American Society of Agricultural and Biological Engineers ISSN 0883-8542, Applied Engineering in Agriculture, Vol. 28(5): 657-664.

M. J. Singleton, R. M. Gailey, J. E. Moran, M. C. Sutton, N. Heller, B. K. Esser, J. R. Phillip. 2011. *Identifying the Sources of Nitrate to a Deep Municipal Water Supply Well Using Stable Isotopes of Nitrate, Groundwater Age Dating, and Depth-Specific Sampling*. GRA: Environmental Forensics in an Era of Emerging Diagnostic Methods Irvine, CA, United States April 12, 2011, through April 12, 2011. LLNL-CONF-469192.

N. Heller, 1984. *Geology of the Henson Springs Quadrangle*, 1984. Master's Thesis, Mississippi State University

N. Heller - US Patents

10,801,928: *Fluid sample collection system for pumped fluid source*

10,738,603: *Water sampling assembly and method for groundwater production wells and boreholes*

10,677,626: *Flowmeter profiling system for use in groundwater production wells and boreholes*

9,284,722: *Selective extraction of fluids from subsurface wells*

8,151,879: *Zone isolation assembly and method for isolating a fluid zone in an existing subsurface well*

7,918,282: *Zone and isolation assembly and method for isolating a plurality of fluid zones in a subsurface well*

7,655,534: *Zone and isolation assembly for isolating and testing fluid samples from a subsurface well*

7,631,696: *Zone isolation assembly array for isolating a plurality of fluids zones in a subsurface well*

7,556,097: *Docking receiver of a zone isolation assembly for a subsurface well*

7,493,954: *Systems and methods for installation, design and operation of groundwater monitoring systems in boreholes*

6,035,950: *Method and apparatus for fluid and soil sampling*

6,000,481: *Method and apparatus for environmental sampling*

5,979,569: *Method and apparatus for environmental sampling*

5,884,714: *Method and apparatus for fluid and soil sampling*

**FIRM**

BESST, Inc.

EXPERIENCE

10 years

EDUCATION

BS Geology, Idaho State University

BS Hydrogeology: Idaho State University

Minor Mathematics: Idaho State University

Graduate Studies: UC Davis

MS. KIMBERLY MILES:

While at BESST, Inc., Ms. Miles fulfills the role of project manager and/or field lead on a diverse array of hydrologic and hydrogeologic projects including:

- City of Modesto Prop 1 Study of Well Field. Performed mass balance and statistical analyses to support modeling efforts.
- City of Dinuba Prop 1 Study: Performed as above.
- Cucamonga Valley Water District Prop 1 Study: Performed detailed cross section analyses utilizing electric logs, lith-logs and zonal flow and chemistry data to develop a model of nitrate distribution.
- Experience with drilling operations
- Camera surveys

Ms. Miles performs fieldwork and quantitative analyses on a routine basis for BESST. She has been involved with hundreds of well profiling and other types of subsurface groundwater investigations. Other contributions include development of proprietary software, performing QAQC review of data analyses and technical report writing.

Ms. Miles has developed an extensive ArcGIS relational database for BESST to organize and reference its large array of subsurface geochemistry data derived from BESST profiles in California and other States. BESST has used this database to predict groundwater quality in different areas of California, advising clients on the water quality attributes of their aquifers.

**FIRM**

BESST, Inc.

EXPERIENCE

4 years

EDUCATION

BS Ecohydrology, University of Nevada,
Reno

BS Environmental Science (Specialized
in Soil Biogeochemistry), University of
Nevada, Reno

Recipient of Outstanding Senior Award
for 2020 at the University of Nevada,
Reno

MR. STEFAN MCLIN:

While at BESST, Inc., Mr. McLin fulfills the role as project hydrogeologist, taking part in a multitude of diverse projects including:

- City of Dinuba Prop 1 Study of Well Field.
Performed mass balance and statistical analyses to support modeling efforts.
- Fontana Water Company cross section analysis:
Performed detailed cross section analyses utilizing electric logs, lith-logs and zonal flow and chemistry data to develop a model of nitrate distribution.
- Experience in well modification projects and component removal/installation oversight.
- Camera surveys
- Research and development efforts

Mr. McLin is proficient in hydrogeological fieldwork, report writing, data analysis and interpretation. Areas of expertise include well modification projects and cross section analysis. Mr. McLin has also been involved in several California Prop 1 projects. Additionally, he has experience in the use and application of pilot water treatment systems and percolation basins.

As a project hydrogeologist at BESST, Mr. McLin has worked on multiple water supply well profiles across the state of California, Arizona, and Texas. Mr. McLin is proficient in the use of transducers, fluorometers, water level meters, down-hole cameras, access surveys, dynamic downhole flow and sampling equipment, Tracer Pulse Ambient Fluorometer (T-PAF), and in-office software including Strater 5.

C - BESST Proposed Staffing

Noah Heller, MS PG (CA Lic. # 5792), Project Executive, Senior Hydrogeologist, M: 415.302.7354 / email: nheller@besst-inc.com

Kimberly Miles, PG, Project Manager, Senior Hydrogeologist
M: 907.723.0686 / email: kmiles@besst-inc.com

Stefan McLin: Lead Field Scientist, Project Hydrogeologist
M: 702.743.6339 / email: smclin@besst-inc.com

D.

Consultants and/or Sub-Consultants: Layne, A Granite Company

BESST may require the use of a sub-contracted pump company – Layne, A Granite Company (Layne) – in the event that the downhole access of the dynamic profiling equipment is inadequate for a successful or safe dynamic profile. In this instance, modifications to the discharge head or the pump assembly will be required to successfully complete the dynamic profile. In the event that the current pump and discharge head configuration does not accommodate the dynamic profiling tooling for effective or safe operation, BESST will sub-contract Layne as the pump company to execute the required modifications for BESST to perform the dynamic profile.

Layne, A Granite Company contact:

Ricky Trujillo

Account Manager – Layne Christensen

Office: 909-390-2833

Cell: 909-957-7782

Ricky.trujillo@gcinc.com

E - Work Approach

Introduction

The City of Santa Fe Springs Well 12 has experienced water quality issues that render its production mostly unusable since it was completed in 2012. In 2013 and 2019, various well surveys and analyses have been conducted by Geoscience and Richard C. Slade and Associates, respectively. BESST intends to utilize the data collected and findings from these previous studies to better understand the history of the issues and apply context to the findings of our independent flow and chemistry survey. The proposed profiling effort by BESST will operate to further elucidate and fill gaps in the understandings of the subsurface hydraulic and chemical distributions. The following section references reports provided by the City of Santa Fe Springs to BESST and are prepared by: AKM Consulting Engineers, a complete set of revised plans, 2014; Geoscience, *Drilling, Construction, Development, and Testing City of Santa Fe Springs Well No. 12*, 2013; and Richard C. Slade and Associates LLC, *Summary of Packer Testing and Groundwater Sampling for City of Santa Fe Springs Well No. 12*, 2019. See Appendix C: References .

Background

Well 12 was drilled and completed from August to November of 2012. Drilling was performed by Best Drilling and Pump with oversight provided by Geoscience. The well consists of an 18-inch diameter casing with the same diameter well screen, running continuously from 940 to 1,430 ft. BGS. An AKM Consulting Engineers report and a Geoscience summary report display recommended pump set depths and constructions, however, the actual pump configuration is unknown at this time. The reports suggest that a 12-inch pump column and 4-stage pump is installed with an intake location of 240 ft. BGS. Currently, we do not know the diameter of the pump bowls, but in discussions with Layne, they estimate the bowls to be approximately 12.5-in. as the maximum OD.

Four, 20-foot zones were chosen for isolated aquifer zone testing following the successful drilling for the well. The results of the zone tests display relatively good water quality with contaminants of concern being odor (Zone 3 & 4 - shallowest), iron (Zone 2), and total dissolved solids (Zone 2) exceeding respective secondary MCL limits, and arsenic exceeding the primary MCL within the 495-515 ft. BGS Zone 4. Following construction and development of the well, step drawdown test, constant rate pumping tests, and a flow survey were performed on Well 12. The results of these studies suggested production be achieved with a pumping rate of 2,000 GPM for a specific capacity of 54 GPM/foot of drawdown, with an associated well efficiency of approximately 95 percent. The survey shows most of the water production (77%) occurring within the lower screen from 1,120 to 1,430 ft. BGS. Furthermore, water quality was compliant during the final 24-hour pump test.

Well 12 was operated for approximately one week prior to being removed from production due to issues with water quality with constituents of concern including iron, color and odor associated with hydrogen sulfide (Richard C. Slade and Associates (RCS), 2019). In response to the well's shift to noncompliance, the City of Santa Fe Springs contracted RCS to consult on a set of video surveys, additional development and rehabilitation, pumping tests, downhole and wellhead sampling,

pumping and non-pumping spinner surveys, and multiple packer tests between May and August of 2019. The data gathered in this study provide a generalized scheme of downhole, zonal flow and chemistry that indicate production potential and chemistry over large, screened sections including one with as much as 110-feet of screened interval. Being that H₂S and associated analytes such as odor, arsenic and various other metals and semimetals are commonly highly stratified (or asymmetrical in distribution) and associated with clay boundaries BESST proposes to perform a higher resolution survey that delineates these occurrences over more closely spaced intervals - including the clay boundaries in contact with more permeable sediments. BESST will also review available local geohydrologic literature and other previous site studies – specifically addressing hydrogen sulfide, color, perfluorinated and volatile compounds, metals and semi-metals – to better inform and provide a comprehensive profiling effort, data interpretation, and recommendations.

Our response to the RFP includes BESST's operating costs and laboratory fees, as well as contingent costs from Layne for a lift and shift scenarios to gain access to the well if the access survey discovers that the camera tube is blocked and there is no other clear access into and out of the well. The lift and shift and three additional scenarios are detailed in Task 2: Profiling Preparation. Access Survey and Video Inspection of Well Casing and Screens, and costs for the lift and shift are presented in section H -Schedule and Quotation. If Well 12 does not provide sufficient access for the dynamic profiling equipment under its current configuration a pump service company will be provided (Layne).

Task 1: Verify Well Operability, Collect Preliminary Water Samples

Well 12 is currently equipped with a pump, however the details of the pump construction and set depths are uncertain at this time. The reports by Geoscience and AKM Consulting Engineers describe a recommended pump set depth of 240 ft. BGS following the initial well testing. However, this still needs to be confirmed by means of using a miniaturized video camera measuring 0.75-inches OD.

A step test will be performed to determine the optimal pumping rate just prior to the dynamic profile and the well will be ran prior to the profile to allow the system to flush and water level to stabilize. The step test pumping rates and length of each step will be determined between BESST and the City prior to onsite field work. Water samples will be collected in coordination with the steps of the initial testing to establish initial water quality parameters and constituent concentrations.

Prior to starting the dynamic profile, a static water level measurement should be made to establish a resting baseline for the well. Following this measurement, a pressure transducer should be installed inside the access pipe or into the open annulus of the well and the well turned on and flushed over a period of 48 hours. Measurements of the draw down by the transducer over this time will allow the team to determine the length of time required for the well to stabilize to a steady state condition prior to performing the dynamic flow and chemistry survey. Once a

steady state condition has been confirmed by an evaluation of the transducer data, the team can then work with the City to confirm the starting date for the dynamic survey.

The well should be turned off following the 48-hour flushing period, while the transducer is still deployed within the well. This will allow the team to determine how long it takes the well to recover to static water level.

Profiling Preparation. Access Survey and Video Inspection of Well Casing and Screens

An access and video survey of the site is typically performed as a separate project mobilization prior to the testing of the well. The access survey includes an assessment of the site's access for the profiling equipment and trucks. The access survey around the well site is used to determine if there is a working flow meter located at the well and the distance of the flowmeter from the discharge head. AWWA standards specify that the flow meter should be located 7 to 10 pipe diameters from the discharge head to minimize the effects of turbulence on the flow meter readings. The team will also assess the site to determine if there is a standard sample tap with a $\frac{3}{4}$ " hose spigot and functional butterfly valve and if the site has available 110 AC power. The team will also plan out the positioning of the profiling system and staging area for the data collection during the test. The site access assessment will then be followed by testing down-hole access paths into the well that may currently exist, and all access points into the well must be verified by means of an access survey.

Ideally, there would be two access points available for the dynamic testing of the well. The first anticipated access point would be the camera tube through which our tooling would pass into the well, and the second would be through the vent pipe or a hole in the pump plate that would allow water level readings to be obtained during the testing to ensure that steady state conditions are maintained. If there is already an operational and reliable transducer hooked up to the well, or even a bubbler water level meter, then a second access point would not be necessary. BESST staff will test the access through any potential access points or pipes using a series of dummy tools. The access survey will determine one of five possible scenarios for establishing access into the well for both the video survey equipment and the dynamic profiling tooling. The five access options are listed below with their associated justification for implementation and are listed in order of preference for the dynamic profiling effort.

- 1. No modification required.**

No modifications to the wellhead or pump assembly will be the result of a successful access survey, displaying an adequate path for the video camera and dynamic tubing to be deployed, operated, and retrieved safely.

- 2. Pump lift and shift.**

Under the circumstance that the well and pump assembly did not allow access into the well, the first option of modification would be to employ a "lift and shift" method using Layne to set up and operate the lifting and shifting of the pump column with a pump rig. Lifting the discharge head onto wood blocks or metal beams about four to eight inches

tall while also unbolting the attached discharge arm from the pad and safely allowing a slight bend from the discharge head. This would allow tooling entry underneath the discharge head into the open well. Layne would be onsite during the dynamic profile to carefully maneuver the pump assembly to dislodge or open downhole paths in the case the tooling becomes stuck or reaches an impasse.

3. Pump lift and shift with modified discharge piping.

This method involves unbolting the discharge head from the pump block, modifying the discharge arm with a flexible hosing or rigid angled pipe capable of delivering the anticipated water production during the dynamic profile, and setting the discharge head and motor on wood blocks or metal beams about four to eight inches tall (Figure 1 and Figure 2). The modified discharge piping may be required if the existing discharge arm will not accommodate the change in height of the lifted discharge head.

4. Installation of an access pipe.

The third option for access would occur if access is not feasible despite the lift and shift effort, or if the City prefers to install a permanent, dedicated access port into the well. This process would involve Layne to remove the existing pump column and install a 1.25-inch inner diameter (ID) flush thread PVC access pipe along the length of the pump column, terminating below the bowls and intake of the existing pump and above the well screen. The access pipe would be banded to the pump column every 20-feet with stainless steel banding. Ideally, the bottom of the access pipe would terminate 10 to 15 feet below the pump's intake affording sufficient distance from the suction force of the pump. The bottom of the access pipe will be fitted with a smoothed, rounded-off stainless steel coupling such that the camera cable, tracer tubing and the groundwater sample tubing avoids damage by rubbing against a sharp edge at the bottom of the pipe upon retrieval of the equipment. The access pipe would be utilized as the access path for the dynamic profiling equipment and would serve as a permanent access feature of the well.

5. Installation of a test pump and access pipe.

The last scenario for access would be required if the existing pump or pump column will not allow for access of the dynamic profiling tooling in the current configuration, under a lift and shift method, and will not allow for installation of an access pipe. The fourth scenario would require Layne to remove the existing pump and pump bowls and install an electric submersible test pump along with an access pipe banded to the pump column every 20-feet. Ideally, the bottom of the access pipe would terminate 10 to 15 feet below the pump's intake affording sufficient distance from the suction force of the pump. The bottom of the access pipe will be fitted with a smoothed, rounded-off stainless steel coupling such that the camera cable, tracer tubing and the groundwater sample tubing avoids damage by rubbing against a sharp edge at the bottom of the pipe. The electric submersible pump would be operated by Layne for the duration of the test. Following the

dynamic profile, the test pump would be removed, and the existing pump would be reinstalled by Layne.

Separate “dummy” tools are used during the access survey for the video equipment and the profiling equipment. Both of these will be tested during the access survey. If access is determined successful for the video survey equipment, then a video survey would commence immediately. When site conditions and access are determined appropriate for the dynamic profiling equipment, the dynamic profile will occur following a separate mobilization to the site.

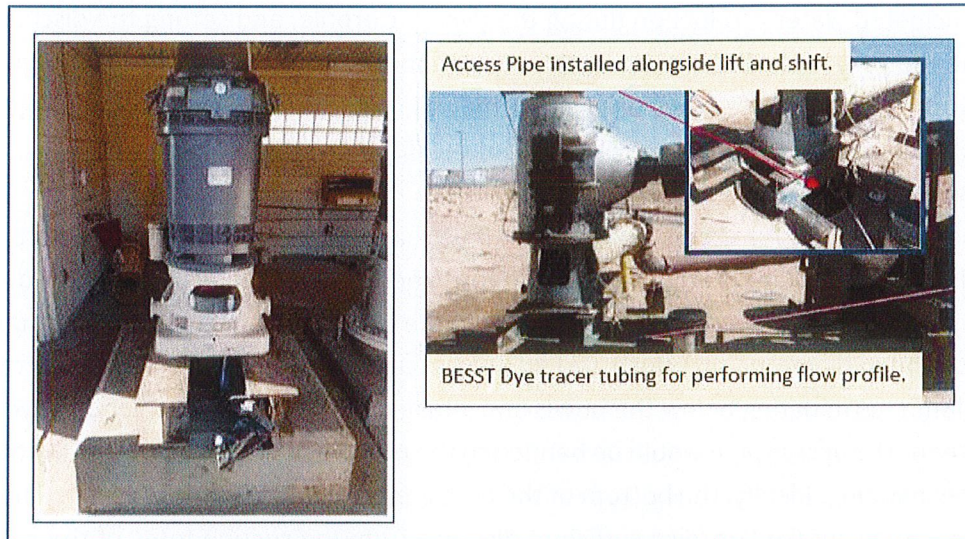


Figure 1: Example lift and shift in preparation for access pipe installation (left). Access pipe installed following lift and shift and dye tracer tubing installed through access pipe for the flow survey (right).



Figure 2: An example of a lift and shift with a modified discharge piping. (Access Scenario 3). This discharge configuration utilized an angled section of pipe fabricated to accommodate flow between the lifted discharge head and motor to the existing piping.

BESST will perform a static down hole video survey using a miniaturized video camera during the same mobilization to the site as the access survey, upon proof of successful entry with the dummy tool, the mini cam survey will then be performed.

The mini camera measures 10-inches long and $\frac{3}{4}$ " OD and is commonly small enough to enter the well without pump removal or through a small diameter access pipe such as a 1-inch or 1.25-inch ID pipe using the existing pump or a test pump. The static survey is performed when the pump is turned off and is used to confirm construction features of the well and existing pump, and the condition of the well. Construction features include well depth, screen depths, depth of the pump intake and length of the pump bowls and the overall condition of these items.

In accordance with BESST Inc. Standard Operating Procedures (SOP) all down hole camera equipment including the camera cable will be decontaminated and disinfected prior to deployment into a production well to prevent bacteriological cross-contamination as well as to inhibit introduction of other constituents of concern. The disinfection solution will consist of a 12.5% sodium hypochlorite solution and will be disinfected prior to deployment into the well.

Video Survey Objectives

At a minimum, the following items for each well during the static video survey will be observed and documented through video and subsequent report, the specific visual targets of the video survey are listed below:

- Well depth
- Screened interval and screen type
- Pump depth
- Pump intake depth
- Well integrity
- Material type
- Casing condition
- Color and clarity of water
- Absence or presence of scaling, sediment, and microbial biofilms

The results of the static video survey will inform the procedures for a successful dynamic profile and determine the injection and sampling plans (ISP). The information will also be of value to the City of Santa Fe Springs to have an up-to-date reference of the well and pump features and condition. The final video report will be a part of the overall profiling report and include field notes, a written interpretation of the static well data and include a tabular summary with type still photo images of observations by depth.

Task 2: Dynamic Steady State Flow and Chemistry Profiling

The City of Santa Fe Springs Well 12 is constructed with a steel 18-inch casing from ground surface to 940 feet below ground surface (Ft. BGS.). The well screen is 18-inches in diameter and is located from 940 Ft. BGS to 1430 Ft. BGS, followed by a 20-foot section of blank, 18-inch casing to 1450 ft. BGS. A pump is currently installed into Well 12, however, the exact dimensions and details of the installed pump are uncertain at this time. The reports presented by Geoscience and AKM Consulting indicate a recommended pump setting; a 12-inch column pipe with a 4-stage pump set with an intake at 240 ft. BGS, with a 5-foot extension with strainer located below the intake.

It is recommended, and quoted in this proposal, that BESST perform a video survey under non-pumping conditions prior to the dynamic survey in order to confirm the exact set depths and construction of the pump components.

Project Preparation

Prior to on-site field work, BESST will request historical information about the performance, construction, reports, and pump information of the City of Santa Fe Well 12. Historical pumping records and chemistry data, if available, will be reviewed by the team to gain a historical perspective about the well's performance regarding production and chemistry. Moreover, the team will also request information about other wells that are near Well 12 that *may* have or currently effect, directly or indirectly, the zonal flow and chemistry of Well 12 over time. The team will want to review these records accordingly since a well modification solution to avoid treatment for Well 12 may be partly dependent on the results of these auxiliary conditions.

The team will then review the well completion report, video survey, and the geophysics logs if available and use these data to formulate a tracer injection and sampling plan (ISP) to be prepared for City of Santa Fe Well 12. A construction diagram of the well, and injection and sampling plan, will be provided prior to testing.

A minimum of 20 tracer injection depths for the flow and a minimum of eight depth-dependent groundwater samples down hole will be planned for the survey. This may change based on the wells construction, geophysical and lithologic data, and/or the results of the dynamic flow profile performed prior to the dynamic sampling. Two well head samples will also be collected, one before and one after the groundwater sampling survey such that the whole water samples from the well head can be used in the mass balance calculations and inform the City as to the wellhead concentrations during the test. The ISP and dynamic flow profile will then be used to determine the number of sample bottle sets that are required for the groundwater sampling effort. If requested, a down hole duplicate sample can be collected as a standard QAQC protocol to ensure sampling and laboratory reproducibility.

Dynamic Survey - Overview

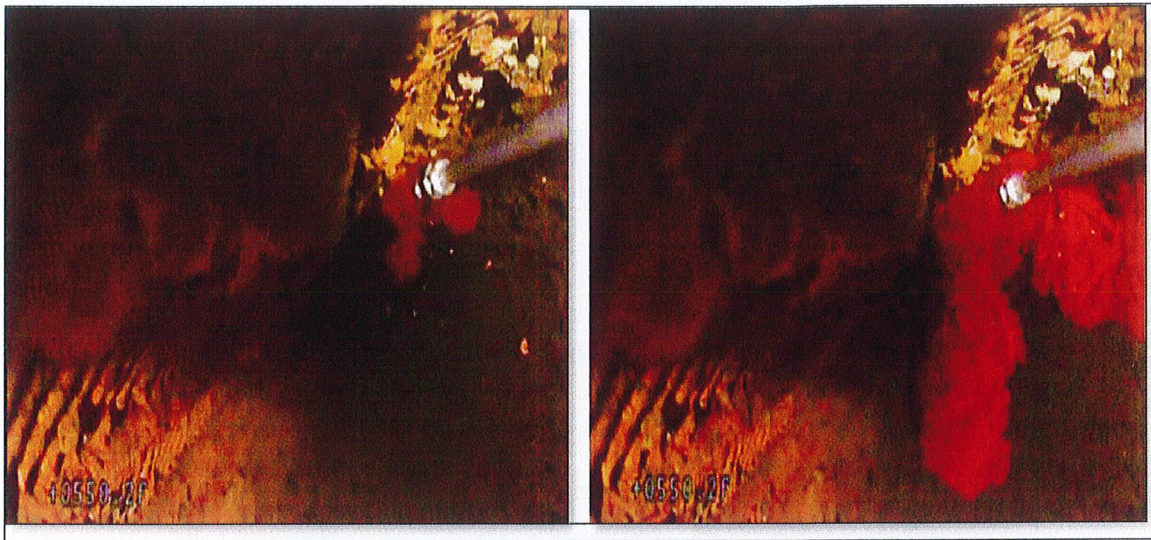


Figure 3: Left, start of the injection. Figure 4: right, full, cross sectional injection plume. BESST uses a patented sideways injection down hole during the flow survey, which greatly increases the accuracy of the velocity measurements and the flow and mass balance calculations.

The purpose of the dynamic survey is to profile the well under steady-state pumping conditions and to determine the zonal water quality and yield associated with each producing zone when the pump is on. Steady-state conditions are defined as a constant pumping rate with less than a 5% change during the test as well as a constant pumping water level with a variance of less than 5% during the test. The main constituents of concern to be addressed by the survey include hexavalent chromium, arsenic, 1,4-Dioxane, volatile organic compounds, PFAS, total and dissolved manganese, total and dissolved iron, perchlorate, radium – 228, and total dissolved solids.

The technology that is proposed for the project was originally developed by the US Geological Survey and is called the Combined Well-Bore Flow and Depth Dependent Sampler (Figure 6). The technology was licensed to BESST by the USGS and has been improved upon since then with four recently approved US patents (2015, 2018, 2020 and 2020). One of the key improvements to the technology is a feature consisting of both apparatus and method called “Sideways Injection” that is used to overcome flow calculation errors associated with decentralized dynamic spinner surveys (Figure 5). Carry-over mass balance errors from decentralized flow data can lead to large contaminant distribution errors (Smolen, 1997) that then lead to installation of well modification systems (packers, liners, etc.) in the wrong location as well as misrepresenting the vertical distribution of these contaminants.

The tracer to be used for the flow profiling survey is rhodamine red FWT 50 which is NSF 60 approved. This tracer is non-toxic and non-carcinogenic and is approved by the National Sanitation Foundation for use in public supply wells. An up-hole fluorometer is used to detect

when the tracer has arrived at the ground surface and is required since it is non-visible to the human eye. Typical concentrations of the tracer during the survey are in the low parts per billion to high parts per trillion.

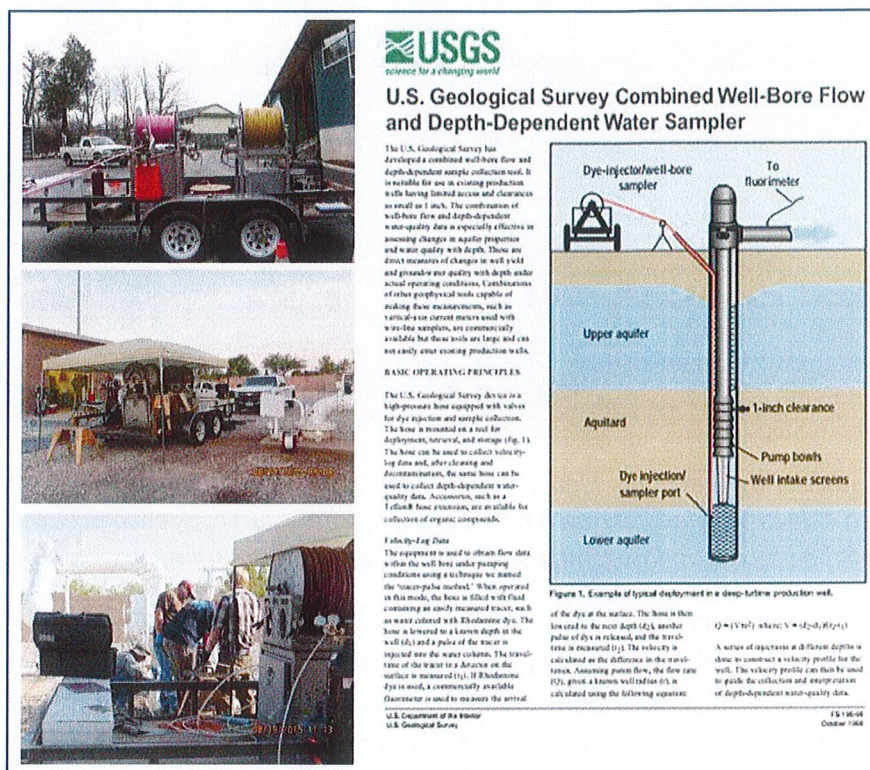


Figure 3: Well-Bore Flowmeter and Depth Dependent Sampler: Developed by the USGS and further advanced with additional patented technologies.

From the starting point of the flow and water chemistry surveys, the Team will be tracking the starting static water level first and then followed by monitoring the pumping water levels and flow rates during the test. A dedicated transducer will be installed in the well (if feasible), concurrently monitoring pumping water levels (PWL) while performing the dynamic survey. If a manual water level meter is used, then ideally the team will gather pumping rate and water level data at a maximum of 15-minute-intervals or more frequently based on changing water level and pumping rate conditions.

If a rising or dropping water level is observed, and the change represents greater than a 5% difference from the original stabilized value for the PWL, the Project Manager will be contacted to determine if the survey should continue. At this point, it is possible that a real-time decision will be made to adjust the pumping rate so that the water level inside the well can return to a steady-state condition. If the new steady state pumping rate is significantly different than the original pumping rate, then it may be required to repeat some (or all) of the completed tracer injection depths thus far at the new pumping rate.

The Team will perform three injections at each depth location to ensure reproducibility of the tracer return times to the up hole fluorometer. Once the flow survey is complete, the data will be processed to generate the raw velocity profile. The data will then be converted into cumulative and zonal flow (zonal GPM and zonal percent of total GPM). A decision will then be made in coordination with the City representatives to determine if any changes are required for the groundwater sampling portion of the test (i.e., collecting more than 10 downhole samples).

Injection and Sampling Plans

A standard dynamic profile consists of up to 20 dye injection points and up to 10 down-hole, depth dependent groundwater samples. Both the well completion reports as well as the geophysical logs are used to develop the Injection and Sampling plan, using a geologic-based approach as opposed to a random downhole grid-based approach. The granularity of the profiling process is essential for reliably assessing the zonal flow and chemistry to ensure the highest possibility for a successful well modification if justified by the data. Too few downhole water samples may lead to misinterpretation of the chemical distribution, adversely affecting the results of the well modification effort.

Profiling projects that are performed with the intention of well modification need to weigh distribution granularity against total cost. If there are too few samples, then the well modification has a greater chance of failing. If there are too many samples, then there is a greater chance of well modification success, but at a great cost. Therefore, the right balance is achieved by carefully comparing the results of the flow survey with the geologic log on the well completion report (and e-log data if available) to determine the most suitable number of samples. Extra, optional samples are only requested if the request is warranted by the data results.

Dynamic Flow Profile

The team has been seasoned by many well projects and has learned to be prepared for a variety of unanticipated circumstances in preparation for the dynamic flow and chemistry surveys. For example, the team will be stocked with back up equipment, which is a standard practice for every project, and includes an extra camera, water level meter, fluorometer, injection pump and motor, back-up injection-valves, extra spherical sausage weights, tubing and sampling pump components including O-rings, springs, and sampling valves.

Before deploying the tooling down-hole, the dye injection line is fully loaded with rhodamine tracer prior to down hole testing and was continuously refilled through an electronically controlled hydraulic reloading system. The tracer is released on command by a surface-based timer control unit at each depth. The timer control unit was programmed to control the volume and duration of each injection. The tracer is NSF 60 approved by the National Sanitation Foundation for use in potable drinking water wells.

In preparation for down hole flow survey the team will perform several test injections of the tracer into a bucket to ensure that the injection system is working properly and that there are no air bubbles in the injection line. If air bubbles are observed, the team will then purge the system

until the air bubbles are no longer present. The tracer injection tubing will then be deployed into the well in accordance with the agreed pathway determined by the access survey.

Upon completing the field preparation of the system, the tubing will be deployed to the first injection depth below the pump through the access pipe. Each injection and sampling depth is recorded with a mechanical counter through which the tubing is fed as it is being lowered into the well. After reaching each injection depth, the injection button will be depressed, releasing approximately 100 ml of tracer into the well through an injection nozzle outfitted with multiple-sideways injection ports. The injection pressure spreads the tracer sideways, throughout the cross-sectional plane of the well at each injection depth. The time of release is recorded manually on a standardized log form and electronically by a laptop computer. Following each injection, the tracer is instantly integrated into the water stream induced by the pump and the travel time of each return to the fluorometer is used to calculate in-well flow velocities. The inflow for each zonal interval is then calculated from sequentially paired velocity measurements.

The “Sideways Injection” (US patent 10,677,626) as referenced above, is essential to acquiring accurate velocity measurements. The process consists of releasing the tracer sideways and simultaneously through circumferentially spaced, multiple holes embedded in the tracer injection nozzle – where the entire cross-sectional flow area inside the well is covered at any given injection depth. Since tooling centralization for flowmeter surveys is required (Smolen, 1997, Maliva, 2016) and tooling cannot be easily centralized when the pump is inside the well, the “Sideways Injection” method compensates for standard decentralization of spinner tooling by instantly spreading throughout the cross-sectional plane of the pipe. A complete measurement of pipe flow at any depth is therefore achieved whereby velocity calculations within turbulent and laminar flow regimes include simultaneous measurement of the boundary, transitional and axial flow pipe flow.

Once the dynamic flow profile is completed, the team will prepare the down-hole groundwater sampling system called the HydroBooster.

Depth-Dependent Sampling

The Team will perform depth-dependent groundwater sampling using the BESST/USGS HydroBooster technology. The dynamic sampling will be done after the dynamic flow profiling. The purpose of the sampling is to identify the groundwater quality at various depths in the well during normal pumping conditions. Sampling depths will be within blank casing sections between screened intervals and within the screened intervals themselves. The BESST Team will review the electric log prior to the commencement of field work to evaluate the geology in conjunction with lithologic information contained in the Driller’s report, and from this information an Injection and Sampling Plan will be constructed that will be included in the work plan. BESST Inc. will provide sample bottles and will submit the samples to its contract laboratory for the following analyses.

- Hexavalent Chromium
- Arsenic
- 1,4-Dioxane
- Volatile Organic Compounds
- PFAS, PFOA, PFOS
- Manganese (dissolved, total)
- Iron (dissolved, total)
- Perchlorate
- Radon
- Total Dissolved Solids

All injection and sampling depths will be determined in consultation with the City.

Sampling Protocols

Because Well 12 will be sampled for VOCs as well as PFAS, PFOA and PFOS in addition to the other analytes of concern as listed in the section entitled Depth Dependent Sampling, the utmost care needs to be taken to minimize VOC loss as well as cross contamination from background concentrations of per fluorinated compounds. US EPA protocols groundwater samples must be collected carefully to avoid damaging sample integrity. For well head samples, VOCs should be collected using a top pour method in order to minimize the surface area available through which the PCE could volatilize out of solution.

For down-hole samples, BESST's miniature groundwater sampler (HydroBooster) should be operated in Ratchet Mode (Figure 7), to build a water column to the surface and collect groundwater samples that have not been in contact with the atmosphere. Nitrogen gas, which is inert, will be used to operate the HydroBooster sampler to reduce the contact between the sample water and air. Additionally, samples should be collected using the top pour method.

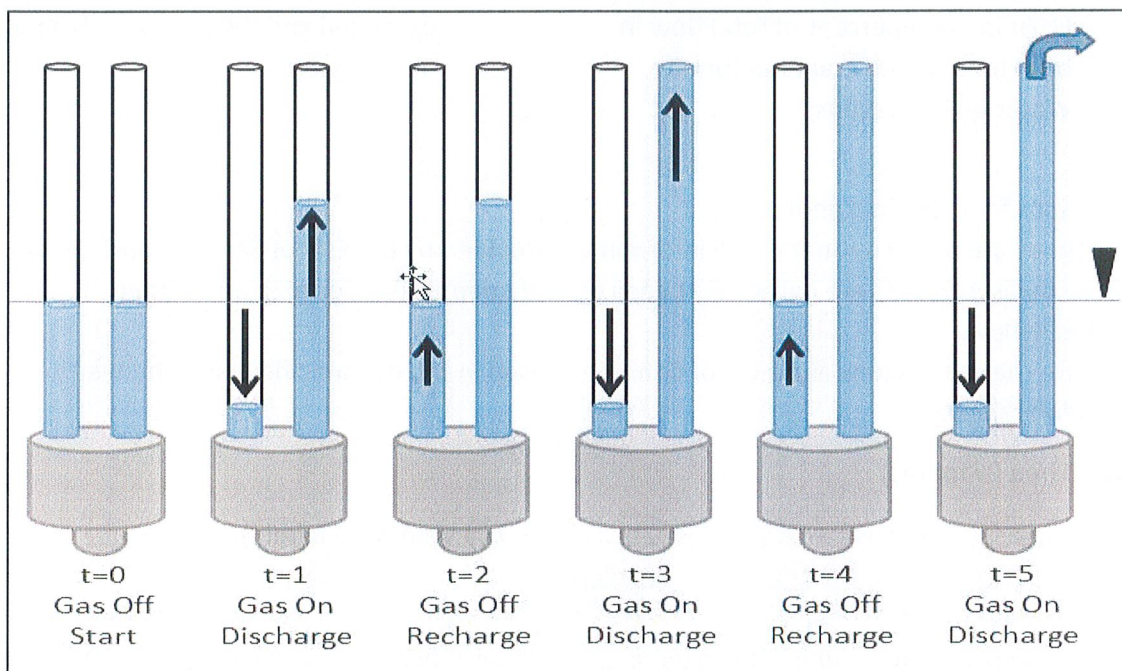


Figure 4: Diagram showing ratchet mode operation of BESST sampling pump.

In-field measurements of water quality parameters will be taken from each sample depth, along with the collected bottle sets. Water quality parameters will be measured using a Horiba U-50 Mutli-Parameter Meter. Measurements will include:

- Temperature
- pH
- Conductivity
- ORP
- DO
- Turbidity

Task 3: Prepare a Profiling Report

The Team will submit a comprehensive report on the profiling results which will, at a minimum, include the following:

- A description of all the work,
- A graphic of the well with perforations,
- Lithology and pump setting,
- Static and pumping water levels,
- Discharge rate,
- Calculated specific capacity,
- Static and dynamic profiling results - corrected data for flow velocity (Ft/min), discharge (GPM and Ft³/min), and percent of total flow in both tabular and graphical format,
- Water quality results,
- Mass balance results,
- Mass balance blending analysis scenarios (blocking-off different zones with predictive outcomes),
- Recommendations on the Cities options for addressing any contaminant issues within the well. Particularly if sealing off certain perforated intervals (specified) will improve the overall water quality extracted and the associated impacts on well yield.

Calculations for Flow Contribution

Calculations are based upon the well information provided by the City of Santa Fe Springs. Up to three measurements are collected at each discrete depth to determine an average cumulative flow.

Below are the calculations and a list of definitions used in the dynamic flow and chemistry calculation tables:

Travel Time (Minutes)

1. $t_n^P = (t_1^r - t_1^T), (t_2^r - t_2^T), (t_3^r - t_3^T), \dots, (t_n^r - t_n^T)$ Velocity (Ft./min):
2. $v_i = \frac{(d_1 - d_2)}{(t_2^P - t_1^P)}, \frac{(d_2 - d_3)}{(t_3^P - t_2^P)}, \frac{(d_3 - d_4)}{(t_4^P - t_3^P)}, \dots, \frac{(d_n - d_{n+1})}{(t_{n+1}^P - t_n^P)}$

for depths below pump intake, d_n, d_{n+1}, \dots , are calculated down and away from the intake.

Well Cross-Sectional Area (Ft.²):

3. $A = \pi(r_{cas}^2 - r_{col}^2)$ for zonal areas above the pump intake,

4. $A = \pi r_{cas}^2$ for zonal areas below the pump intake.

Cumulative Flow (GPM):

5. $Q_i = v_i * A * C$

Zonal Flow Contribution (GPM):

6. $\Delta Q_{i,i+1} = Q_i - Q_{i+1}$

Table 1: Definitions of variables used in the dynamic profile calculations.

A	Well cross-sectional area (Ft ²)	d^r	Dye tracer return (detection) depth (Ft. BGS)	Q^c	Cumulative well discharge (GPM)
C	constant conversion factor (Ft ³ /min) to GPM	d^T	Dye tracer pulse injection depth (Ft. BGS)	r_{cas}	Well casing inner radius (Ft.)
C_{ave}	Average analyte chemistry for all depth intervals to the i^{th} degree,	i	Investigated depth interval between two injection or sample depths (Ft. BGS)	t	Time (minutes)
C_c	Laboratory-measured cumulative concentration (mass/volume)	m_i	Mass flux within interval I (mass/time)	t_n^r	Dye tracer return (detection) time at injection number n (min)
C_i	Zonal chemical concentration within interval I (mass/volume)	n	Number of investigated depths for each depth-dependent sample and injection	t_n^T	Tracer pulse injection time at injection number n (min)
C_{tot}	Composite sample collected at the wellhead tap (mass/volume)	ΔQ_i	Zonal flow contribution within interval I (GPM)	t_n^P	Peak travel time from injection depth d to the ground surface from injection number n (min)
d	Injection/sample depth (Ft. BGS)	Q_i	Average cumulative borehole flow rate within interval i (GPM)		
				v_i	Average borehole velocity within interval i (Ft. / minute)

Flow and Mass Balance Results

As in previous well profiling projects, the Team will use the standard flow and chemistry mass balance equations. The continuity equation will be used as the basis for calculating cumulative and zonal flow and the mass balance equation used for calculating zonal chemistry from the cumulative flow and measured chemistry results. We will also use a reverse, mass-balance blending analysis to predict various outcomes when specific zones are blocked off from production and an estimate of the impacts to production yield. We will also assess the probability of make-up production from unblocked zones. In addition to the items specifically mentioned above, our well profiling report will include:

- Dynamic zonal flow graphs including
 - a) an in-well fluid velocity graph, b) a cumulative flow graph c) a zonal flow graph in GPM per interval d) a zonal flow graph in percent of total flow for each interval and e) a flow density graph showing the GPM/foot of screen for each interval.
- A separate mass balance zonal chemistry graph for each specified
 - analyte as plotted against zonal flow.
- Tables for zonal flow results and laboratory measured chemistry,
- Tables for mass balanced zonal chemistry for each analyte,
- A comparison of the actual wellhead chemistry to the theoretical wellhead chemistry based on the mass balanced results.

Recommendations

This section of the report will provide consideration of various pathways to solve water quality issues for the water provider. In some situations, only well modifications will be recommended. In other cases, the Team may recommend a combination of well modifications with reduced treatment as another alternative. There is also the possibility that the Team may recommend treatment only, and in special circumstances it may be beneficial to modify the well to block off interferences that may accelerate loading of treatment bed media. In each well modification scenario, several theoretical outcomes will be provided based on different strategies, including expected change to the discharge chemistry for each analyte of concern as well as anticipated losses in production. In some instances, it may be justified to consider potential makeup production where the data suggests that some zones may have been underutilized based on permeability, thickness of the zone and distance from the pump intake.

Well Modification

Well modification tools that will be considered are provided below:

- Change in pumping rate.
- Change in pump intake location.
- Change in pump intake diameter.
- Use of an engineered suction.
- Use of single and straddle packers.
- Use of casing patches.
- Backfilling to block off zones near the well bottom.
- Relining of fragile wells with modified perforation intervals.
- Focused rehabilitation.
- Additional diagrams for well modification to illustrate various recommended strategies.
- Feasibility testing may be recommended to prove out different well modification strategies.

F - Client References

Mr. James Tsumura
Former Water Maintenance Supervisor,
City of La Palma
City of La Palma

Mr. Roy Herndon
Chief Hydrogeologist
Orange County Water District
18700 Ward Street, Fountain Valley, CA
92708

Ph: 714.378.3260

email: rherndon@ocwd.com

NOTE: BESST worked with Mr. Herndon and Mr. Bodart from General Pump on profiling two wells for the Mesa Consolidated Water District. Wells 6 and 11 were successfully modified with packers to improve water quality regarding color.

Mr. Sonny Tran
Assistant Water Manager at City of Orange
City of Orange Public Works Department
300 E Chapman Ave, Orange, CA 92866
(714) 744-5525 /
stran@cityoforange.org

NOTE: BESST worked with Mr. Tran and Mr. Bodart to profile a City of Orange well to locate elevated concentrations of Bacteria. The profile and rehab effort were successful, and the bacteria permanently eliminated.

Mr. Abhishek Singh, PhD, PE | Vice President - Western Region
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Professional
Registration | California PE 89384, Texas PE 130858
INTERA Incorporated
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Ms. Charlene King
Associate Engineer, Construction & Operations
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD, LAKEWOOD, CA 90712
TEL: 562-275-4252, cking@wrd.org

G – Rights of Materials

All responses, inquiries, and correspondence relating to this proposal and all reports, charts, displays, schedules, exhibits, and other documentation produced by BESST Inc. that are submitted as part of the RFP and not withdrawn shall, upon receipt by the City of Santa Fe Springs, become property of the City of Santa Fe Springs.

H -Schedule and Quotation

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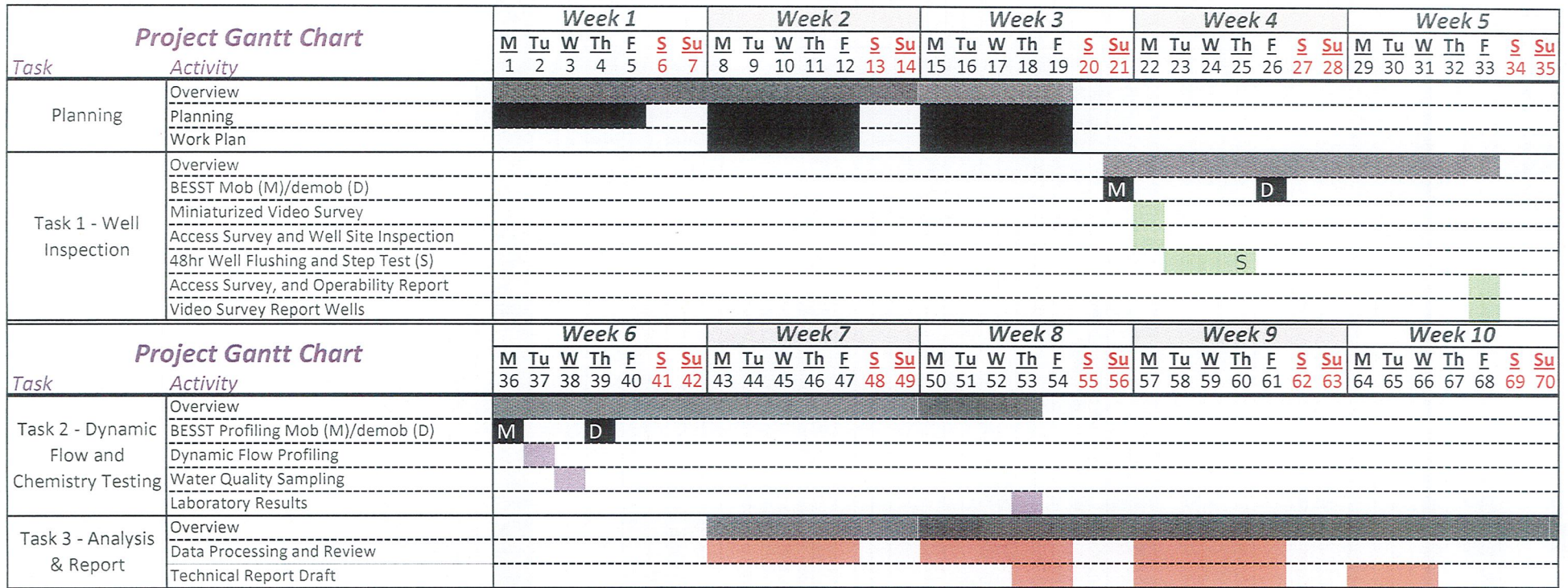
Quotation For: City of Santa Fe Springs Water Well No. 12 Assessment					
Quotation Date:	Monday, October 9, 2023			BESST INC. GLOBAL SUBSURFACE TECHNOLOGIES Payment Terms: Net 30 BESST INC 50 Tiburon, Suite 7 San Rafael, CA 94901 Office: 415.453.2501 / cell: 415.302.7354 nheller@besst-inc.com	
Prepared by:	Kimberly Miles, PG Project Manager, kmiles@besst-inc.com				
Well Names (s):	Well 12 3939 Borate Street, Santa Fe Springs, California 90670				
Client Contact(s):	Yvette Kirrin, Interim Director of Public Works				
	Jesse Sira, Water Utility Services Manager JesseSira@santafesprings.org				
Client Organization:	City of Santa Fe Springs				
Street Address:	11710 Telegraph Road				
City and State:	Santa Fe Springs, CA 90670-3658				
Phone:	Jesse Sira: (562) 868-0511				
Task	Description	Q	Unit	Price	Total
Planning					
Planning	Meetings, and communication etc.	10	hr.	\$ 145.00	\$ 1,450.00
Work Plan	Detailed description of work to be performed for all proposed tasks	30	hr.	\$ 145.00	\$ 4,350.00
Senior Management	Planning and project oversight	5	hr.	\$ 200.00	\$ 1,000.00
	Planning Subtotal:				\$ 6,800.00
Task 1 - Verify Well Operability, Collect Preliminary Water Samples					
BESST Mob/demob	Mobilization for staff hydrogeologist oversight once per week	1	ea.	\$ 850.00	\$ 850.00
Per Diem	Lodging, meals, and transportation for staff hydrogeologist	3	days	\$ 257.00	\$ 771.00
Site Inspection	Site assessment for flow and chemistry testing	2	hr.	\$ 145.00	\$ 290.00
Access Survey	Downhole access survey for flow testing and chemistry profiling at Well 12, includes site survey labor and materials	1	ea.	\$ 1,500.00	\$ 1,500.00
Miniaturized Static Video Survey	Miniaturized video survey for investigating well condition with pump installed at Well 12	1	ea.	\$ 1,400.00	\$ 1,400.00
Step Test	Pump at select rates and monitor drawdown and water quality	1	ea.	\$ 1,400.00	\$ 1,400.00
Access Survey Reporting	Site Inspection, well operability, and access survey technical memo	8	hr.	\$ 145.00	\$ 1,160.00
Miniaturized Video Reporting	Miniaturized video technical report and interpretation of result	5	hr.	\$ 145.00	\$ 725.00
Transducer Rental	Install transducer to monitor water level during well flushing and step test	3	days	\$ 175.00	\$ 525.00
Multi Water Parameter Meter	Water quality multi parameter meter flow through cell rental to monitor water quality stabilization	3	days	\$ 185.00	\$ 555.00
Senior Management	Oversee well inspection field services and reporting	5	hr.	\$ 200.00	\$ 1,000.00
	Subtotal #1				\$ 10,176.00
Task 2 - Dynamic Steady State Flow and Chemistry Profiling					
Subtask 2a BESST Inc. Services					
BESST Profiling Mob/demob	Mobilization and demobilization for 2 staff hydrogeologists to test Well 12 (each mobilization includes travel to and from San Rafael, CA, 1 day aquifer test , 1 day chemistry profiling)	1	ea.	\$ 2,000.00	\$ 2,000.00
Profiling Per Diem	Lodging, transportation, and meals for two staff hydrogeologists	4	day	\$ 514.00	\$ 2,056.00
System Setup	System Setup	1	ea.	\$ 1,000.00	\$ 1,000.00
Dynamic Flow	Dynamic Flow Survey (up to 20 injection depths). Optional injection points may be recommended based on the initial flow data and the length of the well screen.	1	ea.	\$ 7,750.00	\$ 7,750.00
Water Quality Sampling	Dynamic Groundwater Sampling Survey (up to 13, 1-liter samples per well with HydroBooster Pump, 10 depth dependent, 1 duplicate, and 2 wellhead). Optional groundwater sampling depths may be recommended based on the initial flow data and the length of the well screen. Does not include laboratory costs.	1	ea.	\$ 7,750.00	\$ 7,750.00
Transducer Rental	Install transducer to monitor water level during dynamic profiling	3	days	\$ 175.00	\$ 525.00
Multi Water Parameter Meter	Water quality multi parameter meter flow through cell rental	3	days	\$ 150.00	\$ 450.00
Senior Management	Oversee steady state flow and chemistry profiling	5	hr.	\$ 200.00	\$ 1,000.00
	Subtotal #2a				\$ 22,531.00
Subtask 2b Subcontractor Services					
Laboratory Fees	Laboratory fees for up to 13 samples per well (\$1247 per sample set). Water chemistry samples include testing for arsenic, total and dissolved iron, total and dissolved manganese, total dissolved solids (TDS), hexavalent chromium (CrVI), perchlorate and VOCs (including 1,4-dioxane), Radon, and Per- and Polyfluorinated Substances (PFAS, PFOA, and PFOS). Standard processing of 10 business days per sample set.	13	ea.	\$ 1,247.00	\$ 16,211.00
Field Blank	Field Reporting Blank for PFAS	1	ea.	\$ 400.00	\$ 400.00
Shipping	Laboratory sample shipping	1	ea.	\$ 75.00	\$ 75.00
Subcontractor Admin	Administration for subcontracted services	1	ea.	\$ 2,003.00	\$ 2,003.00
	Subtotal #2b				\$ 18,689.00
Task 3 - Data Analysis and Preliminary Report					
Data Input and Analysis	Data input and analysis for aquifer testing and chemistry profiling	25	hr.	\$ 145.00	\$ 3,625.00
Preliminary Report	Detailed dynamic flow and mass balance report: Includes summary of data analysis, project criteria, recommendations and associated cost estimates, permitting overview, and environmental requirements.	30	hr.	\$ 145.00	\$ 4,350.00
Senior Management	Oversee and review data analysis and preliminary report, create draft report	8	hr.	\$ 200.00	\$ 1,600.00
Principal Geologist Review	Review data results and draft report	5	hr.	\$ 220.00	\$ 1,100.00
	Subtotal #3				\$ 10,675.00
Optional Services					
Subtask 7a Optional BESST Inc. Services					
Extra Oversight Mobilization	Extra Staff hydrogeologist mobilization between San Rafael, CA and project location for 48-hr flushing monitoring. Can be waived if included in access and video survey mobilization	1	ea.	\$ 700.00	\$ 700.00
Per Diem	Lodging, meals, and transportation for staff hydrogeologist for 48-hr well flushing monitoring.	3	days	\$ 257.00	\$ 771.00
48-hr Well Flushing Oversight	Oversight during the 48-hr well flushing period for a staff hydrogologist to monitor water levels, and collect water quality parameter readings and wellhead discharge samples	20	hr.	\$ 145.00	\$ 2,900.00
Pump Service Oversight	Oversight by a staff hydrogeologist if needed to oversee pump removal, installation, or lift and shift related work	40	hr.	\$ 145.00	\$ 5,800.00
	BESST Inc. Optional Subtotal:				\$ 10,171.00
Subtask 7b Optional Subcontractor Services					

Quotation For: City of Santa Fe Springs Water Well No. 12 Assessment		 BESST INC. GLOBAL SUBSURFACE TECHNOLOGIES			
Quotation Date:	Monday, October 9, 2023	Payment Terms: Net 30 BESST INC 50 Tiburon, Suite 7 San Rafael, CA 94901 Office: 415.453.2501 / cell: 415.302.7354 nheller@besst-inc.com			
Prepared by:	Kimberly Miles, PG Project Manager, kmiles@besst-inc.com				
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Street Address:	11710 Telegraph Road				
City and State:	Santa Fe Springs, CA 90670-3658				
Phone:	Jesse Sira: (562) 868-0511				
Task	Description	Q	Unit	Price	Total
Laboratory Fees for Preliminary Water Sampling	Laboratory fees for up to 5 samples for preliminary water sampling during the step test and 48-hr flushing period (\$1247 per sample set). Water chemistry samples include testing for arsenic, total	5	ea.	\$ 1,247.00	\$ 6,235.00
Field Blank for Preliminary Water Sampling	Field reporting blank (FRB) for PFAS	1	ea.	\$ 400.00	\$ 400.00
Shipping	Laboratory sample shipping for preliminary water sampling	1	ea.	\$ 75.00	\$ 75.00
Subcontractor Admin	Administration for subcontracted laboratory services	1	ea.	\$ 806.00	\$ 806.00
Lift and Shift Contingency	Conginency for pump service required to elevate well discharge and shift to one side	1	ea.	\$ 20,000.00	\$ 20,000.00
Subcontractor Admin	Administration for subcontracted pump services: Lift and shift only	1	ea.	\$ 2,400.00	\$ 2,400.00
	Subcontractor Services Optional Subtotal:				\$ 29,916.00
Task 8: Fee and Hourly Rate Schedule for Additional Services					
Subtask 8a BESST Inc. Fee and Rate Schedule					
Extra Profiling Mobilizations	Extra profiling crew and equipment mobilization between San Rafael, CA and project location	0	ea.	\$ 2,000.00	\$ -
Extra Oversight Mobilizations	Extra Staff hydrogeologist mobilization between San Rafael, CA and project location	0	ea.	\$ 850.00	\$ -
Extra Profiling Per diem	Extra Food and lodging for profiling crew per day	0	day	\$ 514.00	\$ -
Extra Oversight Per diem	Extra Food and lodging for staff hydrogeologist per day	0	day	\$ 257.00	\$ -
Extra Injections	Extra Injection Depths	0	ea.	\$ 100.00	\$ -
Extra Samples	Extra Depth-Dependent Groundwater Sample Collection Depths	0	ea.	\$ 200.00	\$ -
Extra Volume	Extra Groundwater Sample Liters at Each Point above 1L per sample set	0	L	\$ 30.00	\$ -
Extra Analytes	Extra Mass Balance Fee Per Analyte Per Well	0	ea.	\$ 400.00	\$ -
Oil Lube Fee	Oil Lube Fee (Decon or Dispose of Tubing)	0	ft	\$ 2.50	\$ -
Extra Toilet Rental	Rent and have portable toilet delivered to site	0	week	\$ 250.00	\$ -
Staff Hydrogeologist	Staff hydrogeologist billing rate	0	hr.	\$ 145.00	\$ -
Senior Hydrogeologist	Senior hydrogeologist billing rate	0	hr.	\$ 200.00	\$ -
Principal Geologist	Principal hydrogeologist billing rate	0	hr.	\$ 220.00	\$ -
Field Standby BESST	Field Standby Rate	0	hr.	\$ 275.00	\$ -
	Additional BESST Inc. Subtotal:				\$ -
Subtask 8b Subcontractor Fee and Rate Schedule					
Additional Water Sample Laboratory Fees	Laboratory fees for Water chemistry samples defined in the RFP: Testing for arsenic, total and dissolved iron, total and dissolved manganese, total dissolved solids (TDS), hexavalent chromium (CrVI), perchlorate and VOCs (including 1,4-dioxane), Radon, and Per- and Polyfluorinated Substances (PFAS, PFOA, and PFOS). Standard processing of 10 business days per sample set.	0	ea.	\$ 1,247.00	\$ -
Extra Field Blank	Field reporting blank (FRB) for PFAS	0	ea.	\$ 400.00	
Extra Laboratory Shipping Fee	Sample shipping to Eurofins	0	ea.	\$ 75.00	\$ -
Subcontractor Admin	Administration for additional water sample sets as defined in the RFP	0	ea.	\$ 150.00	\$ -
	Additional Subcontractor Services Subtotal:				\$ -
Subtotal Summary					
BESST Services	Subtotal	1	ea.	\$ 50,182.00	\$ 50,182.00
Optional BESST Services	Optional Subtotal	1	ea.	\$ 10,171.00	\$ 10,171.00
Subcontracting Services	Subtotal	1	ea.	\$ 18,689.00	\$ 18,689.00
Optional Subcontracting Services	Optional Subtotal	1	ea.	\$ 29,916.00	\$ 29,916.00
TOTAL - No Options, excludes lift and sift and optional laboratory services					\$ 68,871.00
TOTAL - All Options					\$ 108,958.00

Client Purchase Order Number _____
 Client Name _____

Client Signature _____

City of Santa Fe Springs Well 12



References

GEOSCIENCE Support Services, Inc., 2013. Ground Water Resources Development. *Drilling, Construction, Development, and Testing City of Santa Fe Springs Well No. 12*

Richard C. Slade and Associates LLC (RCS). 2019. Technical Memorandum. *Summary of Packer Testing and Groundwater Sampling for City of Santa Fe Springs Well No. 12.*

AKM Consulting Engineers. 2013. B. Gonzales, J. Loague. *City of Santa Fe Springs California, Equipping of Well No. 12.*

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the Authority, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the Authority. If Consultant maintains higher limits than the minimum limits shown below, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000 per accident for bodily injury or disease).

Consultant shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary

coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Authority's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, or Consultant's agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

The Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Consultant or the Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the Authority may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the Authority and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subconsultants, and others engaged in the Services will be submitted to the Authority for review.

The Authority's right to revise specifications. The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, Authority and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

Timely notice of claims. Consultant shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.

FOR ITEM # 12, PLEASE SEE ITEM # 14

FOR ITEM # 13, PLEASE SEE ITEM # 14



CITY OF SANTA FE SPRINGS
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members
FROM: René Bobadilla, P.E., City Manager
BY: Fernando N. Muñoz, CMC, Deputy City Clerk
SUBJECT: MINUTES OF THE OCTOBER 17, 2023 CITY COUNCIL MEETING
DATE: November 21, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve the minutes as submitted.

FISCAL IMPACT

N/A

BACKGROUND

Staff has prepared minutes for the following meeting:

- City Council Meeting of October 17, 2023.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

N/A

SUMMARY/NEXT STEPS

N/A

ATTACHMENT(S):

A. October 17, 2023 Meeting Minutes

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>



APPROVED:

MINUTES OF THE REGULAR MEETINGS OF THE CITY COUNCIL

October 17, 2023

CALL TO ORDER

Mayor Martin called the meeting to order at 6:00 p.m.

ROLL CALL

Members present: Councilmembers/Directors: Rodriguez, Rounds, Zamora, Mayor Pro Tem/Vice Chair Sarno, and Mayor/Chair Martin.

Members absent: None.

INVOCATION

Cindy Jarvis led the invocation.

PLEDGE OF ALLEGIANCE

Youth Leadership Advisory Committee Member, Jisel Morales led the pledge of allegiance.

INTRODUCTIONS

The following Santa Fe Springs Chamber of Commerce members were introduced: Wendy Meador-Kunert from Tangram Interiors.

PRESENTATIONS

1. **PRESENTATION FROM RIO HONDO COLLEGE TRUSTEE KRISTAL OROZCO AND SUPERINTENDENT/PRESIDENT DR. MARILYN FLORES (CITY MANAGER)**
2. **PRESENTATION FROM FIRE CHIEF, CHAD VAN MEETEREN ON RELAY FOR LIFE (FIRE)**
3. **PROCLAMATION – PROCLAIMING THE WEEK OF OCTOBER 23 – 31, 2023 AS “RED RIBBON WEEK” IN THE CITY OF SANTA FE SPRINGS (POLICE SERVICES)**
4. **HERITAGE PARK AUDIO TOUR (COMMUNITY SERVICES)**

PUBLIC COMMENTS

The following persons spoke under public comments: Isabel Cervantes.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

- Director of Community Services, Maricela Balderas promoted the following upcoming events: 1) Fiestas de Octubre, 2) Lantern Tours at Heritage Park, and 3) Halloween Carnival at Los Nietos Park.
- Director of Planning, Wayne Morrell spoke about the following projects: 1) Chick-Fil-A, and 2) Sonic's Drive-In.

**PUBLIC FINANCING AUTHORITY, WATER UTILITY AUTHORITY, HOUSING
SUCCESSOR, SUCCESSOR AGENCY, AND CITY COUNCIL**

OLD BUSINESS

5. APPROVAL OF REVISED HERITAGE ARTWORK IN PUBLIC PLACES PROGRAM – ART EDUCATION GRANT GUIDELEINES RECOMMENDED BY HERITAGE ARTS ADVISORY COMMITTEE (HAAC) (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the revised Heritage Artwork in Public Places Program – Art Education Grant Guidelines recommended by the Heritage Arts Advisory Committee.

Family & Human Services Supervisor, Ed Ramirez provided a brief presentation on Item No. 5

Mayor Pro Tem Sarno inquired about including 3D printers under the guidelines for printer supplies in the future. He also inquired about Lakeside Middle School, and was assured by staff that most of the students that will receive residency will be within the City. Mayor Martin requested that city residents be prioritized.

Manager Ramirez stated that application guidelines require a description of how 3D printers will be utilized.

It was moved by Mayor Pro Tem Sarno, seconded by Councilmember Rodriguez, to approve the revised Heritage Artwork in Public Places Program – Art Education Grant Guidelines recommended by the Heritage Arts Advisory Committee, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin
Nays: None
Absent: None
Recused: None

REGULAR BUSINESS

6. AMENDMENT OF CHAPTER 34 OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING (CITY ATTORNEY)

RECOMMENDATION: It is recommended that the City Council:

- 1) Introduce by title only and waive further reading of Ordinance No. 1133: AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING CHAPTER 34 (FINANCE AND REVENUE) OF TITLE III OF THE CODE OF SANTA FE SPRINGS RELATING TO PURCHASING.
- 2) Take such additional, related, action that may be desirable.

City Attorney, Ivy M. Tsai provided a brief presentation on Item No. 6.

It was moved by Councilmember Rounds, seconded by Mayor Pro Tem Sarno, to introduce by title only and waive further reading of Ordinance No. 1133, and take such additional, related, action that may be desirable, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

PUBLIC FINANCING AUTHORITY

7. MINUTES OF THE SEPTEMBER 5, 2023 PUBLIC FINANCING AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Approve the minutes as submitted.

8. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS PUBLIC FINANCING AUTHORITY (PFA) (FINANCE)

RECOMMENDATION: It is recommended that the Public Financing Authority:

1) Receive and file the report.

WATER UTILITY AUTHORITY

9. MINUTES OF THE SEPTEMBER 5, 2023 WATER UTILITY AUTHORITY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Approve the minutes as submitted.

10. MONTHLY REPORT ON THE STATUS OF DEBT INSTRUMENTS ISSUED THROUGH THE CITY OF SANTA FE SPRINGS WATER UTILITY AUTHORITY (WUA) (FINANCE)

RECOMMENDATION: It is recommended that the Water Utility Authority:

1) Receive and file the report.

11. STATUS UPDATE OF WATER-RELATED CAPITAL IMPROVEMENT PROJECTS (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the Water Utility Authority:

- 1) Receive and file the report; and
- 2) Take such additional, related action that may be desirable.

HOUSING SUCCESSOR

12. MINUTES OF THE SEPTEMBER 5, 2023 HOUSING SUCCESSOR MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Housing Successor:

- 1) Approve the minutes as submitted.

SUCCESSOR AGENCY

13. MINUTES OF THE SEPTEMBER 5, 2023 SUCCESSOR AGENCY MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the Successor Agency:

- 1) Approve the minutes as submitted.

CITY COUNCIL

14. MINUTES OF THE SEPTEMBER 5, 2023 REGULAR CITY COUNCIL MEETINGS (CITY CLERK)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the minutes as submitted.

15. EMERGENCY RESPONSE VEHICLE PACKAGE (EMERGENCY RESPONSE LIGHTS AND RADIOS) (FIRE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the purchase of Whelen Emergency Lighting and Siren Equipment installation from 911Vehicle; and
- 2) Authorize 911Vehicle to install grant-purchased communication equipment; and
- 3) Authorize purchasing and installing Santa Fe Springs Department of Fire-Rescue graphics and emergency reflective tape from 911Vehicle.

16. PURCHASE REPLACEMENT SELF CONTAINED BREATHING APPARATUS (SCBA), PACK/CYLINDER; NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) REQUIRED (FIRE)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the purchase of a replacement Self Contained Breathing Apparatus (SCBA) pack/cylinder from Curtis Fire Equipment; and
- 2) Take such additional, related, action that may be desirable.

17. FIRE STATION APPARATUS BAY DOORS REPLACEMENT – AWARD OF CONTRACT (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Accept the bids; and
- 2) Award a contract to GMAT, Inc. dba: Inland Overhead Door Co. of Colton, California in the amount of \$209,000.00; and
- 3) Take such additional, related, action that may be desirable.

18. CLARKE ESTATE PARKING LOT PAVING IMPROVEMENTS – AUTHORIZATION TO ADVERTISE (PUBLIC WORKS)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve adding the Clarke Estate Parking Lot Paving Improvements project to the Capital Improvement Plan; and
- 2) Appropriate \$300,000 from the Utility Users Tax (UUT) Capital Improvement Plan Fund to the Clarke Estate Parking Lot Paving Improvements Project; and
- 3) Approve the Plans & Specifications; and
- 4) Authorize the City Engineer to advertise for construction bids; and
- 5) Take such additional, related, action that may be desirable.

19. 2024 5K FUN RUN/WALK TRAFFIC CONTROL PLANS – REQUEST FOR APPROVAL (COMMUNITY SERVICES)

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the traffic control plans prepared for the closure of various City streets in the area bordered by Orr and Day Road, Pioneer Boulevard, Florence Avenue and

Telegraph Road for the detouring of traffic for the 2024 5K Fun Run/Walk route on Saturday, March 9, 2024.

It was moved by Councilmember Zamora, seconded by Councilmember Rounds, to approve the consent calendar, by the following vote:

Ayes: Rodríguez, Rounds, Zamora, Sarno and Martin

Nays: None

Absent: None

Recused: None

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

None.

COUNCIL COMMENTS/AB1234 COUNCIL CONFERENCE REPORTING

Councilmember Rodriguez thanked staff for cleaning up the Community Garden. She also highlighted the Walk to School and Fire Department Open House events. Lastly, she thanked Library Services staff for the reptile show.

Councilmember Rounds looked forward to all the upcoming events for the remainder of the year.

Councilmember Zamora commended employee Julian Jackson on his presentation. He asked for prayers for Israel and Palestine, and thanked those serving in the armed forces.

Mayor Pro Tem Sarno thanked all those involved with Relay for Life.

Mayor Martin promoted the Women's Club Holiday Boutique event on November 3. She spoke about the great offerings brought forward by staff, and invited residents to the Red Ribbon Parade and wished them a Happy Halloween.

ADJOURNMENT TO NOVEMBER 7, 2023

Mayor Martin adjourned the meeting at 7:00 p.m. in memory of Whittier Union High School District Trustee, Ralph Pacheco and Nathan Garrison.

Juanita Martin
Mayor

ATTEST:

Fernando N. Muñoz
Deputy City Clerk

Date



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Dino Torres, Director of Police Services

SUBJECT: AUTHORIZE THE FIVE-YEAR LEASE OF STATIONARY AUTOMATED LICENSE PLATE READER (ALPR) CAMERAS

DATE: November 21, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Authorize the Director of Police Services to enter into a five-year lease agreement, in a final form approved by the City Attorney's office, with Flock Group Inc. for thirty Automated License Plate Readers (ALPR) in an amount not to exceed \$75,000 on a yearly basis for a total amount of \$375,000 over 5 years.

FISCAL IMPACT

The lease amount for this equipment was included in the FY 2023-24 budget adopted by the City Council in June of 2023. Appropriations will be necessary on a yearly basis for the duration of the agreement and will be included as part of the annual Police Services budget.

BACKGROUND

On December 7, 2021 the City Council approved a one-year lease agreement with Flock Group, Inc. for the deployment of twenty stationary Automated License Plate Readers (ALPRs) throughout the City. On January 24, 2023, the City Council approved the deployment of an additional ten ALPR cameras to the existing footprint for a combined total of thirty ALPR cameras. At this time, Flock Group, Inc. has offered the City a five-year lease agreement that locks in the existing yearly per camera rate of \$2,500 for the duration of the contract. The offer is contingent upon a signed agreement prior to the end of 2023. Outside of the five-year window, and after January 1, 2024, the camera yearly lease rate will increase to \$3,000, and thus bring our existing commitment to \$90,000 per year.

Authorize the Five-Year Lease of Stationary Automated License Plate Reader Cameras (ALPR)

Page 2 of 2

ANALYSIS

Auto theft not only deprives owners of the use of their vehicles but also provides criminals with a means to commit more crimes in a vehicle not belonging to them. For this reason, gang-related crimes are often committed with the use of stolen automobiles. Focusing proactive enforcement efforts on auto-theft often uncovers other criminal activity and prevents other serious crimes. ALPR cameras scan license plates on vehicles, compare the plate information to state stolen and wanted vehicles databases, and when a match is made, a photo of the vehicle and the location is transmitted to police car computers and the dispatch center. The City's investment in this crime fighting technology has helped improve efficiency, officer and community safety, lead to the apprehension of numerous theft and fraud suspects, and recovered stolen property, weapons and drugs.

ENVIRONMENTAL

None.

SUMMARY/NEXT STEPS

If approved, the Director of Police Services will execute a five-year lease agreement with Flock Group, Inc. at a locked rate of \$75,000 per year for thirty ALPR cameras (\$2,500 per camera).

ATTACHMENT(S):

- A. Attachment A – Flock Group Inc. Service Agreement

<u>ITEM STATUS:</u>	
APPROVED:	<input type="checkbox"/>
DENIED:	<input type="checkbox"/>
TABLED:	<input type="checkbox"/>
DIRECTION GIVEN:	<input type="checkbox"/>

**Flock Safety + CA - City of Santa Fe
Springs**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Libby Landers
libby.landiers@flocksafety.com
404-777-4113

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

200 0+	120	1B+	<60 %*
communities with private- public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California</i> SVS FDLE FL Expired Licenses FL Expired Tags FL Sanctioned Drivers FL Sex Offenders Georgia DOR IL SOS Illinois Leads NCIC NCMEC Amber Alert REJIS CCIC FBI</p>
Real-time Alerts	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
Interactive ESRI Map	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
Vehicle Location Analysis	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features
(Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate
Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Range LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>



EXHIBIT A
ORDER FORM

Customer:	CA - City of Santa Fe Springs	Initial Term:	60 Months
Legal Entity Name:	CA - City of Santa Fe Springs	Renewal Term:	24 Months
Accounts Payable Email:	dinotorres@santafesprings.org	Payment Terms:	Net 30
Address:	11710 Telegraph Rd Santa Fe Springs, California 90670	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$75,000.00
Flock Safety Flock OS			
FlockOS TM	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	30	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$75,000.00
Annual Recurring Subtotal:	\$75,000.00
Discounts:	\$75,000.00
Estimated Tax:	\$0.00
Contract Total:	\$375,000.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$75,000.00
Annual Recurring after Year 1	\$75,000.00
Contract Total	\$375,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$75,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - City of Santa Fe Springs

By: _____

By: _____

Name: Mark Smith

Name: Dino Torres

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “***Agreement***”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“***Flock***”) and the entity identified in the signature block (“***Customer***”) (each a “***Party***,” and together, the “***Parties***”) on this the 31 day of October 2023. This Agreement is effective on the date of mutual execution (“***Effective Date***”). Parties will sign an Order Form (“***Order Form***”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“***Notifications***”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1. “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.
2. “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.
3. “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.
- 1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
5. “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.
6. “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.
7. “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).
8. “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

9. “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
10. “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.
11. “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
12. “**Installation Services**” means the services provided by Flock for installation of Flock Services.
13. “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.
14. “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.
15. “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

1. **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2. **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

3. **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

4. **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

5. **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

6. **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

7. **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

1. **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

2. **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

1. **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

2. **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

3. **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

1. **Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

2. Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

3. **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

1. **Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

2. **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

3. **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

4. **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

1. **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
2. **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
3. **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

1. **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.
2. **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.
3. **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
4. **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

5. **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

6. **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

1. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

2. **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

3. **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

1. **Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

2. **Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

3. **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

4. **Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

5. **Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

1. **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).
2. **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
3. **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.
4. **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.
5. **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

6. **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.
7. **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.
8. **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.
9. **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.
10. **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.
12. **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.
13. **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.
14. **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.
15. **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.
16. **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

AD
NB _____
ATT
NT _____
EM
AT _____

EMAIL: legal@flocksafety.com Customer

NOTICES ADDRESS:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



CITY OF SANTA FE SPRINGS

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Lana Dich, Director of Finance and Administrative Services and
Debbie Ford, Human Resources Manager

**SUBJECT: APPROVAL OF SIDE LETTERS FOR VACATION MAXIMUM ACCRUAL
INCREASE AND VACATION CASH OUT INCREASE FOR THE SANTA
FE SPRINGS EMPLOYEES ASSOCIATION, THE SANTA FE SPRINGS
FIREFIGHTERS ASSOCIATION AND THE EXECUTIVE, MANAGEMENT
AND CONFIDENTIAL ASSOCIATION**

DATE: November 21, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

- 1) Approve Side Letter #3 (Vacation Maximum Accrual Increase and Vacation Cash Out) to the 2021-2025 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Employees Association.
- 2) Approve Side Letter #1 (Vacation Maximum Accrual Increase and Vacation Cash Out) to the 2021-2024 Memorandum of Understanding between the City of Santa Fe Springs and the Santa Fe Springs Firefighters Association.
- 3) Approve Side Letter #1 (Vacation Maximum Accrual Increase and Vacation Cash Out) to the 2021-2024 Agreement between the City of Santa Fe Springs and the Santa Fe Executive, Management and Confidential Association.

FISCAL IMPACT

The total fiscal impact of the increase to the vacation cash out is estimated between \$108,000 to \$221,000 for the first year.

Approval of Side Letters for Vacation Maximum Accrual Increase and Vacation Cash Out Increase for the Santa Fe Springs Employees Association, the Santa Fe Springs Firefighters Association and the Executive, Management and Confidential Association

Page 2 of 3

BACKGROUND

Due to the COVID-19 pandemic, the County and the State placed lockdowns, travel restrictions/regulations and a variety of quarantine measures. Consequently, employees were unable to take vacations as they normally would. Additionally, the fear of contracting the virus discouraged many from traveling, leading to significant accumulation of unused vacation time. As a result, many employees have reached the City's maximum vacation cap of 240 hours.

ANALYSIS

N/A

ENVIRONMENTAL

N/A

DISCUSSION

City staff had discussions with the three bargaining groups to discuss how to address the issue of the vacation cap. At this time, staff recommends the following - Increasing the vacation maximum accrual from 240 hours to 320 hours (except for suppression staff) and increasing the vacation cash out for all bargaining groups up to 100 hours. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of cash-out.

SUMMARY/NEXT STEPS

Staff recommends that the City Council approve the three side letters.

Upon approval, staff will attach the side letters to the current MOU's and agreements.

ATTACHMENT(S):

- A. Attachment A – SFSEA Side Letter #3
- B. Attachment B – SFSFFA Side Letter #1
- C. Attachment C – EMC Side Letter #1

Approval of Side Letters for Vacation Maximum Accrual Increase and Vacation Cash Out Increase for the Santa Fe Springs Employees Association, the Santa Fe Springs Firefighters Association and the Executive, Management and Confidential Association

Page 3 of 3

ITEM STATUS:

APPROVED: ☐

DENIED: ☐

TABLED: ☐

DIRECTION GIVEN: ☐

**SIDE LETTER #3 TO THE 2021-2025
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS EMPLOYEES ASSOCIATION**

**VACATION MAXIMUM ACCRUAL INCREASE AND
VACATION CASH OUT INCREASE**

This document shall serve as Side Letter No. 3 modifying the 2021-2025 Memorandum of Understanding between the City of Santa Fe Springs (“City”) and the Santa Fe Springs Employees Association (“Association”), in the following manner:

The following revisions shall be made:

Article No.	Subject	Existing MOU	Changes to MOU
VII	Section 11. Vacation	<p><u>Vacation Maximum Accrual</u> General employees may accumulate 240 vacation hours in their vacation bank. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance. Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker’s compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual enforcement.</p>	<p><u>Vacation Maximum Accrual</u> General employees may accumulate 320 vacation hours in their vacation bank. Vacation hours shall not be accrued in excess of the vacation maximum accrual. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance.</p>

		<p><u>Vacation Cash-Out</u> An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of 12 hours per member and any hours above the 240 hour cap. The cash out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.</p>	<p><u>Vacation Cash-Out</u> An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of up to 100 hours per member. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of cash-out. Employee must make an irrevocable election by December of the prior calendar year.</p>
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This Side Letter Agreement is entered into this 21st day of November 2023.

Juanita Martin, Mayor
City of Santa Fe Springs

Richard C. Brown, President
SFS Employees Association

**SIDE LETTER #1 TO THE 2021-2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS FIREFIGHTERS ASSOCIATION**

**VACATION MAXIMUM ACCRUAL INCREASE AND
VACATION CASH OUT INCREASE**

This document shall serve as Side Letter No. 1 modifying the 2021-2024 Memorandum of Understanding between the City of Santa Fe Springs (“City”) and the Santa Fe Springs Firefighters Association (“Association”), in the following manner:

The following revisions shall be made:

Article No.	Subject	Existing MOU	Changes to MOU
VII	Section 10. Vacation	<p><u>Vacation Maximum Accrual</u> Non-suppression employees may accumulate 240 vacation hours and suppression 15 shifts or 360 hours in their vacation bank. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance.</p> <p>Employees whose vacation balance exceeds the maximum accrual will be given the opportunity to work with their supervisor/department head on a balance reduction plan. Employees who have extenuating circumstances and request the maximum accrual be temporarily lifted due to an anticipated parenthood leave, extended worker’s compensation leave or similar situation will notify their supervisor and Human Resources of their special circumstance and be granted a temporary reprieve from vacation accrual</p>	<p><u>Vacation Maximum Accrual</u> Non-suppression employees may accumulate 320 vacation hours in their vacation bank. Vacation hours shall not be accrued in excess of the vacation maximum accrual. Once this balance has been reached, the Department of Finance and Administrative Services will advise the employee that they must take the vacation and reduce their balance.</p>

		<p>enforcement.</p> <p><u>Vacation Cash-Out</u> An employee may cash-out vacation leave hours once per fiscal year at straight time rates, a maximum of 12 hours for non-suppression employees, and any hours above the 240 hours for non-suppression and 720 hour cap for suppression employees. The cash-out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.</p>	<p><u>Vacation Cash-Out</u> Suppression and non-suppression employees may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of up to 100 hours per member. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of cash-out. Employee must make an irrevocable election by December of the prior calendar year.</p>
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This Side Letter Agreement is entered into this 21st day of November 2023.

Juanita Martin, Mayor
City of Santa Fe Springs

Kurt Buckwalter, President
SFS Firefighters Association

**SIDE LETTER #1 TO THE 2021-2024
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SANTA FE SPRINGS AND
THE SANTA FE SPRINGS EXECUTIVE, MANAGEMENT AND CONFIDENTIAL
EMPLOYEES ASSOCIATION**

**VACATION MAXIMUM ACCRUAL INCREASE AND
VACATION CASH OUT INCREASE**

This document shall serve as Side Letter No. 1 modifying the 2021-2024 Labor Agreement between the City of Santa Fe Springs (“City”) and the Santa Fe Springs Executive, Management and Confidential (“Association”), in the following manner:

The following revisions shall be made:

Article No.	Subject	Existing Labor Agreement	Changes to Labor Agreement
1.	Vacation	<p><u>Vacation Maximum Accrual</u> Employees may accumulate 240 vacation hours in their vacation bank.</p> <p><u>Vacation Cash-Out</u> An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of 80 hours (Executive), (48) hours (Management), 20 hours (Confidential) The cash out must be designated in writing by December of the prior calendar year and is irrevocable after being designated.</p>	<p><u>Vacation Maximum Accrual</u> Employees may accumulate 320 vacation hours in their vacation bank. Vacation hours shall not be accrued in excess of the vacation maximum accrual.</p> <p><u>Vacation Cash-Out</u> An employee may cash-out vacation leave hours once per fiscal year, at straight time rates, a maximum of up to 100 hours per member. An employee must retain a minimum balance of 40 hours in their vacation bank at the time of cash-out. Employee must make an irrevocable election by December of the prior calendar year.</p>

This Side Letter Agreement is entered into this 21st day of November 2023.

Juanita Martin, Mayor
City of Santa Fe Springs

Wayne Morrell, President
SFS Employees Association