



AGENDA REPORT

Meeting Date: January 5, 2016

Item Number: E-6

To: Honorable Mayor & City Council

From: Trish Rhay, Assistant Director of Public Works Services,
Infrastructure & Field Operations
Caitlin Sims, Senior Management Analyst

Subject: AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HAZEN AND SAWYER TO PROVIDE THE CITY OF BEVERLY HILLS WITH WATER TREATMENT OPERATIONS SYSTEMS AND PROCESSES CONSULTING SERVICES;

APPROVAL OF A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$78,963 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$348,963; AND

APPROVAL OF AN APPROPRIATION OF \$78,963 FROM THE WATER ENTERPRISE FUND

Attachments: 1. Amendment

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 2 to the agreement between the City of Beverly Hills and Hazen & Sawyer ("H&S") to provide water treatment operation system and processes consulting services for the Public Works Services Department, approve a Change Purchase Order in the amount of \$78,963 for a total not to exceed amount of \$348,963, and approve an appropriation of \$78,963 from the Water Enterprise Fund to cover this regulatory expense.

INTRODUCTION

During the years 2011 – 2013, the City received a California Department of Public Health ("CADPH") audit and Notice of Violations for non-compliance with State water regulations. The CADPH audit occurred in May 2013, and issues with proper recording and reporting of water quality monitoring and regular sampling were cited. As part of a corrective action plan developed by the Public Works Services Department, Hazen &

Meeting Date: January 5, 2016

Sawyer (“H&S”) was retained to conduct an initial baseline review of the City’s water treatment plant operations and processes. The review looked at existing systems and processes, performance risks and bottlenecks, and opportunities for improvement and identified gaps that need to be addressed. It should be noted that the quality of the water supplied to the public was never compromised during the process. Through the existing contract, much of the corrective action plan has been implemented and improvements have been made to the City’s processes. These include the following actions:

- Implemented process improvements, including the creation of improved “Chain of Customer” management staff sign-offs;
- Conducted additional staff and operator training;
- Instituted a quarterly status review meeting with CADPH to build a stronger working relationship to identify and correct issues in partnership with the regulators;
- Created a Reverse Osmosis (“RO”) Optimization Strategy to improve operational efficiency for the RO unit;
- Improved operational performance monitoring by providing a clear definition of performance targets and developing dashboard reports to assess progress; and
- Developed supplemental standard operating procedures.

The original agreement for \$41,000 with H&S was for the initial assessment. Amendment No. 1 was for \$229,000, and was approved by the City Council at its February 17, 2015, meeting. Amendment No. 1 was for implementation of the corrective action plan.

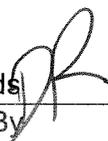
DISCUSSION

As a part of its analysis of the City’s processes, H&S notified the City that two plans must be completed to fulfill mandates from the State. These include the Water Quality Assessment and Monitoring Plan (“WQAMP”) and the Emergency Response Plan (“ERP”). These two documents must be completed by June 30, 2016. The WQAMP is required by the DDW to ensure that the City’s water quality monitoring for its wells, treatment processes and distribution systems are up-to-date. The ERP is required by the California Department of Health Services to be sure that each water utility has a planned response to emergency situations associated with intentional acts, natural disasters, failures in the distribution system, failures with technology and national security emergencies. The development of these Plans is an extension of the work that has already been completed by H&S to implement the City’s corrective action plan. H&S is also most familiar with the City’s Treatment Plant and distribution system. Completion of these plans will take approximately six months.

FISCAL IMPACT

Funding in the amount of \$78,963 will need to be appropriated from the Water Enterprise Fund to cover this regulatory expense.

Don Rhoads
Approved By



George Chavez
Approved By



Council will be advised if agreement is not
signed by Tuesday, January 5, 2016.

Attachment 1

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HAZEN AND SAWYER TO PROVIDE THE CITY OF BEVERLY HILLS WITH WATER TREATMENT OPERATIONS SYSTEMS AND PROCESSES CONSULTING SERVICES

NAME OF CONSULTANT: HAZEN AND SAWYER

RESPONSIBLE PRINCIPAL OF CONSULTANT: Lynn Grijalva, P.E.,
Vice President

CONSULTANT'S ADDRESS: Hazen and Sawyer
1149 South Hill St., Suite 450
Los Angeles, CA 90015
Attention: Lynn Grijalva, P.E.
Vice President

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez,
Director of Public Works Services

COMMENCEMENT DATE: July 14, 2014

TERMINATION DATE: September 30, 2016

CONSIDERATION: Original Amount: Not to exceed \$41,000
Amendment No. 1: Not to exceed \$229,000
Amendment No. 2: Not to exceed \$78,963, as more particularly described in Exhibit B
Total: Not to exceed \$348,963

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND HAZEN AND SAWYER TO PROVIDE THE CITY OF BEVERLY HILLS WITH WATER TREATMENT OPERATIONS SYSTEMS AND PROCESSES CONSULTING SERVICES

This Amendment No. 2 is to that certain Agreement between the City of Beverly Hills (hereinafter called "CITY"), and Hazen and Sawyer (hereinafter called "CONSULTANT") dated July 18, 2014 and identified as Contract No. 358-14, and amended by Amendment No. 1 dated February 17, 2015 and identified as Contract No. 57-15 (collectively, "Agreement").

RECITALS

A. CITY entered into a written agreement with CONSULTANT for water treatment operations and processes consulting services, which was previously amended.

B. CITY and CONSULTANT desire to further amend the Agreement to extend its term, add additional services and increase the compensation for such services.

C. These additional services include preparation of a water quality assessment and monitoring plan and a water treatment and distribution system emergency response plan.

NOW, THEREFORE, the parties agree as follows:

Section 1. The TERMINATION DATE shall be amended as set forth above.

Section 2. The CONSIDERATION shall be amended as set forth above.

Section 3. Exhibit A-1, "Additional Scope of Work," shall be added to Exhibit A as attached hereto and incorporated herein.

Section 4. Exhibit B-1, "Schedule of Payment and Rates," shall be added to Exhibit B as attached hereto and incorporated herein.

Section 5. Except as specifically amended by Sections 3 and 4 of Amendment No. 1 and by this Amendment No. 2, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 20 ____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

HAZEN AND SAWYER

LYNN GRIJALVA, P.E.
Vice President

WILLIAM CRAYON
Controller

[Signatures continue]

APPROVED AS TO FORM:

DAVID M. SNOW
Interim City Attorney

APPROVED AS TO CONTENT

MAHDI ALUZRI
City Manager

GEORGE CHAVEZ
Director of Public Works Services

KARL KIRKMAN
Risk Manager

EXHIBIT A-1

ADDITIONAL SCOPE OF WORK

CONSULTANT shall perform the following services:

Task 1

CONSULTANT shall prepare a Water Quality Assessment and Monitoring Plan (WQAMP) for CITY. The report shall meet the requirements of the Division of Drinking Water (DDW). If preferred by CITY, CONSULTANT shall communicate with DDW on behalf of CITY to ensure the WQAMP meets DDW's expectations. CONSULTANT has worked with DDW on behalf of many utilities. A draft WQAMP shall be provided to CITY for review and comments before it is finalized. The WQAMP shall include the following sections:

- Background
- Water Source Assessment and Monitoring
- Treatment Processes and Monitoring
- Distribution System Monitoring
- Reservoir Monitoring and Maintenance
- Water Quality Control Programs
- Distribution System Maintenance
- References

CONSULTANT shall use CITY's current Drinking Water Quality Monitoring Manual as a baseline, which describes the current water quality monitoring for the wells, treatment processes and the distribution system. CONSULTANT shall review the Manual and ensure all regulatory required monitoring is included and up-to-date, including but not limited to Title 22, Primary Drinking Water Standards, Secondary Drinking Water Standards, Stage 1 and 2 Disinfectants and Disinfection Byproducts Rules, Lead and Copper Rule, Total Coliform Rule. In addition, non-regulatory water quality monitoring such as nitrification monitoring (if nitrification is an issue) will also be reviewed and included in the WQAMP with CITY's approval.

CONSULTANT shall attach the following appendices to the WQAMP. CITY indicated all the information is available except that Drinking Water Source Assessment and Protection (DWSAP) documentation (available but need an update) and the Damaged Fire Hydrant Form. CONSULTANT shall gather the documents and attach them to the WQAMP, assuming only minor updates to the DWSAP document.

- Domestic Water System Map
- System Schematic Diagram
- Drinking Water Source Assessment and Protection (DWSAP) Documentation
- Bacteriological Sample Siting Plan
- Nitrification Monitoring, Prevention and Control Plan
- Emergency Chlorination Plan
- HAA Results
- Lead and Copper Monitoring Results
- TTHM Monitoring Sites and Results
- Guidelines for Reservoir Sampling, Chlorinating and Dechlorinating
- Reservoir Maintenance Database, Reservoir Maintenance Schedule
- Complaint Summary Sheet
- Cross Connection Control Program

- Flushing and Valve Maintenance Program
- Dead End Locations List
- Flushing Log Worksheet
- Damaged Fire Hydrant Form
- Disaster Response Form
- Emergency Notification Plan
- Specifications for Water and Sewer Separation Requirements
- DRS Approval for Nitrate
- Typical Well Site Piping

As part of the preparation of the WQAMP, CONSULTANT shall help CITY review the whole water system from water source to distribution system with regards to water quality, and identify the potential areas that need improvements for better water quality control. CONSULTANT shall work with CITY and prepare water quality monitoring sheets which are tailored for CITY for more efficient data management and reporting.

Task 2

CONSULTANT shall prepare an Emergency Response Plan (ERP) for CITY's Domestic Water Treatment and Distribution System. The ERP will incorporate the wells, distribution system, reservoirs/tanks and Reverse Osmosis (RO) Treatment System. Tasks will include the following:

- Review Current Regulations: The most recent regulations shall be reviewed to ensure that the ERP meets the most recent requirements. As a minimum, review shall include but not be limited to
 - California Government Code Section 8607.2 for Public Water System Plans
 - United States Public Law 107-188 Public Health Security and Bioterrorism Preparedness and Response Act of 2002
 - California Health and Safety Code
 - California Water Works Standards
- Meetings: CONSULTANT shall meet with CITY staff to obtain the information necessary for preparation of the Vulnerability Assessment (VA), meet with CITY staff to review comments on the VA draft, and meet upon completion of the draft ERP. 3 meetings are anticipated.
- Prepare Vulnerability Assessment (VA): CONSULTANT shall prepare the VA using the existing VA prepared in December 2013. CONSULTANT shall submit the revised VA to CITY for review and the final VA will be submitted to the Environmental Protection Agency (EPA) prior to the submittal of the ERP. The pertinent information will be incorporated into the ERP. At a minimum, the VA will include the following items:
 - Description of the water system, missions and objectives
 - Identification and prioritization of adverse consequences to avoid
 - Identification of critical assets that may be subject to vandalism that could result in undesired consequences
 - Analysis of current risk and development of a prioritized plan for risk reduction
- Prepare Emergency Response Plan: CONSULTANT shall prepare ERP that focuses on the actions needed to reduce impacts and respond in a timely manner in the event of natural disasters such as earthquakes, waterborne diseases and floods, as well as events caused by human activities, including vandalism, terrorism, cross connections, construction accidents, chemical spills, power outages, and fires. It is anticipated the ERP will have the following sections:

- Section 1: Introduction
- Section 2: Emergency Planning Process
- Section 3: Water System Information
- Section 4: SEMS/ICS Integration and Organization
- Section 5: Concept of Operations
- Section 6: Communication Procedures
- Section 7: Restoration and Recovery
- Section 8: Emergency Response Training

EXHIBIT B-1
ADDITIONAL SCHEDULE OF PAYMENT AND RATES

CONSULTANT shall submit an itemized statement to CITY for services performed, which shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.

CITY shall compensate CONSULTANT for the satisfactory performance of the work described in Exhibit A, in an amount not to exceed Seventy Eight Thousand Nine Hundred Sixty Three Dollars (\$78,963), as set forth below.

	Principal in Charge QA/QC	Project Manager	QA/QC	Senior Associate	Senior Principal	Engineer	Assistant Engineer	Total
	\$287	\$256	\$256	\$195	\$175	\$120	\$105	
Task 1 – Preparation of a Water Quality Assessment and Monitoring Plan (WQAMP)								
1. Project Management		3						\$768
2. Background		2					8	\$1,349
3. Monitoring Schedule					8	32	8	\$6,077
4. Treatment Processes		2			10		20	\$4,354
5. Distribution System Monitoring					16	16	8	\$5,557
6. Water Quality Control Programs		2			16	16	8	\$6,069
7. Distribution System Maintenance					16	16	8	\$4,290
8. Report Preparation and Review		14			32	40	40	\$18,168
9. Quality Assurance/ Quality Control	2		14					\$4,158
TASK 1 SUB-TOTAL	\$574	\$5,376	\$3,584	-	\$15,750	\$13,440	\$11,298	\$50,022
Task 2 – Preparation of Emergency Response Plan								
1. Review Current Regulations				8			16	\$3,234
2. Meetings		12		12			12	\$6,667
3. Vulnerability Assessment	2	6		8			16	\$5,344
4. Emergency Response Plan	8	16		24			56	\$16,930
TASK 2 SUB-TOTAL	\$2,870	\$8,704	-	\$8,580	-	-	\$8,787	\$28,941
TOTAL	\$3,444	\$14,080	\$3,584	\$8,580	\$15,750	\$13,440	\$20,085	\$78,963