

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990

REQUEST FOR PROPOSAL # 10355

**FOR MANAGEMENT, MAINTENANCE AND
OPERATION OF THE SAN JERARDO WATER
SYSTEM**

Proposals are due by 3:00 pm (PST) on June 15, 2012

MANDATORY PRE-PROPOSAL MEETING:
11:00 am on May 21, 2012

REVISED

May 23, 2012

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Department of Public Works, representing the Boronda County Sanitation District, hereinafter referred to as "County", is soliciting proposals from a qualified organization(s), hereinafter referred to as "CONTRACTOR", to provide professional services related to managing, operating and maintaining the water system ("SYSTEM") serving the San Jerardo Housing Cooperative Community (SAN JERARDO) as outlined in Section 5.0 Scope of Work.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND & OPERATOR CERTIFICATION REQUIREMENT

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. SAN JERARDO is located approximately 10 miles southeast of the county seat, Salinas, at Calle El Rosario & Old Stage Road.
- 2.2 This Request for Proposal (RFP # 10355) is for one Agreement with the COUNTY. The purpose of this Agreement is to provide the COUNTY with the necessary qualified resources California Department of Public Health (CDPH) Certified Grade 1 (or higher) Distribution Operator to manage the SYSTEM. Operation and Management (O&M) is to be performed on the existing SYSTEM as defined in the Project Scope 5.0. Each proposal shall specify each and every item as set forth in the attached specifications.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|-------------------------------|
| 3.1 | Issue RFP | May 3, 2012 |
| 3.2 | Pre-Proposal Meeting/Site Tour | 11:00 a.m., PST May 21 2012 |
| 3.3 | Deadline for Written Questions | 3:00 p.m., PST, May 31, 2012 |
| 3.4 | Proposal Submittal Deadline | 3:00 p.m., PST, June 15, 2012 |
| 3.5 | Estimated Notification of Selection | July, 2012 |
| 3.6 | Estimated AGREEMENT Date | August, 2012 |

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.
- 3.8 **MANDATORY PRE-PROPOSAL MEETING/SITE TOUR:** Pre-proposal meeting will begin at 11:00 am on May 21, 2012 at the well site at 211 Zabala Rd, Salinas, CA and end at the tank site and community, 24500 Calle El Rosario. Those interested in submitting a proposal are required to attend this meeting. The purpose of this meeting is to field questions and orient prospective operators to the system. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending a response to the County's Primary Contact person designated in the section below.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:
- 4.1.1 Proposal Format and Content **Jaime Ayala,**
Deputy Purchasing Agent / Buyer II
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901-2439
 PHONE: (831) 755 – 4998
 FAX: (831) 755 – 4969
 Email: ayalaj@co.monterey.ca.us
- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF SERVICES

- 5.1 CONTRACTOR MINIMUM SERVICES PERFORMANCE PERCENTAGE: CONTRACTOR shall perform with his own organization contract Services amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.
- 5.2 The Scope of Services includes but is not limited to the following:
- 5.2.1 Objective: The primary objective of the services to be provided by the CONTRACTOR for the DISTRICT is to maintain, manage, and operate the San Jerardo Water System in a manner consistent with applicable Federal, State, and County laws and regulations and in accord with the Scope of Services, within which this Exhibit 1 is included by reference.
- 5.2.2 Requirements: General and minimum requirements for the operation of a potable water system can be divided into four major categories:
- 5.2.2.1 regulatory compliance requirements
 - 5.2.2.2 operational management practices
 - 5.2.2.3 real property management and maintenance
 - 5.2.2.4 water quality management
- 5.2.3 Overview: For purposes of this Scope of Services, it is useful to define services that are anticipated to be basic and routine Operation and Maintenance on an annual basis ("Basic Services") and those that are generally non-routine and/or emergency services ("Specialized Services"). The following items define the Scope of Services. A more detailed Scope may be developed after the CONTRACTOR is selected, with this exhibit revised accordingly.
- 5.2.4 Basic Services: Unless otherwise noted, any expenditures for Basic Services shall be considered part of the CONTRACTOR's monthly operational fee and billed to the DISTRICT accordingly. **Basic Services** can be placed into three categories: Administrative, Operations, and (Preventive) Maintenance and are defined for this Scope of Services as follows:
- 5.3 The County of Monterey Department of Public Works maintains the existing SYSTEM (**Attachments A and B**). The items intended for O&M under this request include all components of the SYSTEM; supply, treatment, storage, and distribution facilities, up to and including individual water meters. There are currently 67 connections to the SYSTEM.
- 5.4 A summary of major components of the County's holdings related to the SYSTEM is included as Attachment C. The entire facilities consist of the following:

- 5.4.1 All wells, well pumps, well-head, treatment facilities, meters, fencing, landscaping, structures, and associated appurtenances.
 - 5.4.2 All transmission pipeline, valves and appurtenances, connecting the well site with the tank site;
 - 5.4.3 All emergency inter-tie pipelines, valves and appurtenances interconnecting the SYSTEM with the Foothill Estates water system;
 - 5.4.4 All tanks, pumps, valves, emergency generator, electrical panels, controls and alarms, distribution pipelines, fire hydrants, fencing, landscaping, structures, and associated appurtenances;
 - 5.4.5 All water service connections, up to and including meters and any vaults;
 - 5.4.6 All easements and appurtenances owned by the COUNTY that are part of the SYSTEM;
 - 5.4.7 All related parcels of real property owned by the COUNTY and part of the SYSTEM.
- 5.5 The information contained within this RFP is a general outline of the scope of work to be provided by the selected CONTRACTOR(s).
- 5.5.1 The Scope of Services requested for O&M of the SYSTEM are detailed in **Attachment D, Exhibit 1**. It is intended as a guide only, and the specific Scope of Services to be provided by the CONTRACTOR(s) must be included within their proposals.
 - 5.5.2 All potential respondents to this RFP are advised to include any information and/or procedures, which they deem pertinent and critical for the success of this project.
 - 5.5.3 Items added should be clearly identified within the proposal and should be supported with appropriate reasoning for addition.
 - 5.5.4 The cost of such items should be separately noted as "Optional Tasks" in the pricing sheet.
 - 5.5.4.1 Any additional costs to make the programs operational shall be identified as such within the pricing sheet.
 - 5.5.5 County requires a single comprehensive system. Tasks identified within this RFP must be included in proposals.
- 5.6 CONTRACTOR should be a full-featured management system based on generally accepted water system management standards.
- 5.7 Proposals should include a detailed discussion of the Project showing the CONTRACTOR(s) understanding of the Project requirements and constraints. In general, the proposal should include sufficient information to indicate the CONTRACTOR(s) ability, expertise, and personnel to complete the requested services in a timely and efficient manner. At a minimum, the proposal should include the information listed in Sections 5.2 through 5.7, and arranged according to outline provided in Section

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of one (1) year with the option to extend the AGREEMENT for two (2) additional one (1) year periods.

- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 6.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 6.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3.2 The County is not required to state a reason if it elects not to renew.

7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

- 7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal or Qualifications Package Layout;
Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	LICENSING REQUIREMENTS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES POLICY
Section 5	PRICING
Section 6	EXCEPTIONS TO RFP (IF ANY)
Section 7	APPENDIX

Section 1. Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding the equivalent of two (2) single-sided pages and should provide as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

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Section 2. Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth within Attachment D – Exhibit 1 of this RFP Section 4.9, Scope of Service OPERATOR CERTIFICATION

Section 3. Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the Scope of Services described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Section 4. Environmental practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy.

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 5. Pricing

Award(s) may or may not be based on cost alone
Cost Proposal as per attached Bid Schedule (Attachment D – Exhibit 2)

Section 6. Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #10355." Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 7. Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

- 7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposals or qualifications packages shall adhere to the following:
- 7.2.1 Four (4) sets of the proposal or qualifications package (one original proposal marked “Original” plus three (3) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10355”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
 - 7.2.2 Proposals or qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
 - 7.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
 - 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in **BLUE** ink any item which no longer is applicable or accurate.
 - 7.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in **BLUE** ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining three proposal copies. All prices and notations must be typed or written in **BLUE** ink in the original proposal copy as well. Errors may be crossed out and corrections printed in **BLUE** ink or typed adjacent, and must be initialed in **BLUE** ink by the person signing the proposal.
- 7.3 Corporate Documentation (*maximum of one page*)
Documentation shall include type of organization, size, professional registration and affiliations, relevant information regarding organizational stability and strength, and a description of the organization (e.g.), sole proprietorship, partnership, corporation, joint venture, etc.
- 7.3.1 Staffing and Management (maximum of fifteen pages).
 - 7.3.1.1 Description of the staffing, including names and qualifications of principal staff members, including major SUB-CONTRACTORS, for the project.

- 7.3.2 An organizational chart indicating structure of CONTRACTOR and SUB-CONTRACTORS, and how entities will work together, i.e. by function, design, production, etc.
- 7.3.3 Description of your firms, understanding of and approach to preparing the REPORT. This should include the specific scope of work to be provided by the CONTRACTORS
- 7.3.4 Indication of project schedule for the various activities involved. Indicate monthly activities, quality control reviews and participation of sub CONTRACTORS.
- 7.3.5 Description of your firm's quality assurance/quality control procedures that will be used for the Project.
- 7.3.6 Indication of information and participation the CONTRACTOR will require from County staff.
- 7.3.7 Qualification, Experience and Additional Data (maximum of twenty pages)
Qualification, experience and additional data shall include any other data the proposer deems essential to the evaluation of the proposal, such as, but not limited to:
- 7.3.7.1 Resumes of principal staff members
 - 7.3.7.2 Copies of required certifications
 - 7.3.7.3 Indication of insurance coverage
 - 7.3.7.4 Outline of projects providing relevant experience
 - 7.3.7.5 Letters of reference
 - 7.3.7.5.1 References must include client name, address, and the name, email, and phone number of the client's project manager. At a minimum this section must include references and copies of required certifications.
- 7.4 **Responsible Bidder.** It is understood by the selection criteria above that the COUNTY desires to select a Responsible Bidder – one who has demonstrated the trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the requested services. To demonstrate to the COUNTY these attributes, the Respondent shall include in the Proposal the following:
- 7.4.1 **Distance to Site** Specify the distance between the San Jerardo site and the main office from which work for this Project will be completed.
 - 7.4.2 **Equipment Availability** Identify critical equipment that is or will be available to the Respondent within 30 minutes of notification. San Jerardo has an emergency generator already on site, dedicated to that water system.
 - 7.4.3 **Legal, Licensing &/or Receivership Matters** List (within the past fifteen (15) years) any and all legal actions, claims, complaints, licensing, and/or Receivership matters that your firm or agency has been a party to, including but not limited to lawsuits, claims, complaints, Contractors State License Board actions, etc.
 - 7.4.4 **Health Department History** List (within the past fifteen (15) years) permit, enforcement, and/or complaint actions that your firm or agency has been a party to, including but not limited to, investigations, notices of violations, enforcement actions, orders, etc.

- 7.5 Failure to submit full and complete information related to the Responsible Bidder attributes above shall indicate to the County non-compliance with the RFP.
- 7.6 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10355 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 8.6 **Ownership:** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 **Compliance:** Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include, but are not limited to, the following:
- 9.2.1 Demonstrated understanding of the services and work product(s) required
 - 9.2.2 Ability to perform any necessary technical studies which may be required
 - 9.2.3 Ability to respond to emergencies in a timely manner and with the necessary human and equipment resources
 - 9.2.4 Respondent's understanding of the COUNTY's needs and its general approach to the Project
 - 9.2.5 Expertise, qualifications, and directly related experience of the proposed Project Manager and technical staff assigned to the Project
 - 9.2.6 Contractor history of property damage and/or environmental damage
 - 9.2.7 Review of references of the firm on similar projects

10.0 PREFERENCE FOR LOCAL CONTRACTORS

- 10.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 10.2 Rights of First Refusal: Each local supplier who is within five percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five business days of the opening of bids, who is within five percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.

- 10.3 For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 10.4 Definitions: For the purpose of this Section, the following terms have the meanings indicated:
- 10.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
 - 10.4.2 "Bid" includes any competitive bid, whether formal or informal.
 - 10.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.
 - 10.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

11.0 CONTRACT AWARDS

- 11.1 Multiple Award(s): County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to County.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 11.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.
- 11.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County

may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

14.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S1.0 PERFORMANCE OF THE AGREEMENT

S1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # _____ and in this AGREEMENT on the terms and conditions contained herein and in RFP # _____. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP # _____ dated _____, including all attachments and exhibits
- Addenda # _____
- CONTRACTOR'S Proposal dated _____,
- AGREEMENT,
- Certificate of Insurance
- Additional Insured Endorsements

S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFP # _____ including all attachments and exhibits, Addenda, Certificate of Insurance, and Additional Insured Endorsements.

S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained,

experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICES

S2.1 Objective. The primary objective of the services to be provided by the CONTRACTOR for the DISTRICT is to maintain, manage, and operate the San Jerardo Water System in a manner consistent with applicable Federal, State, and County laws and regulations and in accord with the Scope of Services, within which this Exhibit 1 is included by reference.

S2.2 Requirements. General and minimum requirements for the operation of a potable water system can be divided into four major categories:

- regulatory compliance requirements
- operational management practices
- real property management and maintenance
- water quality management

S2.3 Overview. For purposes of this Scope of Services, it is useful to define services that are anticipated to be basic and routine Operation and Maintenance on an annual basis (“Basic Services”) and those that are generally non-routine and/or emergency services (“Specialized Services”). The following items define the Scope of Services. A more detailed Scope may be developed after the CONTRACTOR is selected, with this exhibit revised accordingly.

S2.4 Basic Services. Unless otherwise noted, any expenditures for Basic Services shall be considered part of the CONTRACTOR’s monthly operational fee and billed to the DISTRICT accordingly. **Basic Services** can be placed into three categories: Administrative, Operations, and (Preventive) Maintenance and are defined for this Scope of Services as follows:

- S2.5 Administration of O&M: The CONTRACTOR shall be responsible for managing the operations, maintenance and inspections of the System in accordance with customary utility practices and procedures and in compliance with all Federal, State, and County laws and regulations. The CONTRACTOR is referred to the American Water Works Association (AWWA) Standards G100 and G200 for guidance and requirements. The CONTRACTOR shall provide sufficient personnel (supervisory and operational) to perform its services hereunder.
- S2.6 Meter Reading and Billing: Among other essential administrative tasks, the CONTRACTOR shall monthly read water meters in the System, prepare water bills based on the meter readings, distribute said bills, and administer the collection and accounting of the bills.
- S2.7 Routine Calls and Service Questions: During normal business hours, the CONTRACTOR shall handle routine calls and in-person service inquiries on water service, billing, leaks, or other concerns of System customers.
- S2.8 After Hours On-Call Response: After normal business hours, the CONTRACTOR shall maintain an emergency communications system and provide on-call response to emergency calls for the System. In addition to routine equipment, the CONTRACTOR shall provide or have access to any and all equipment required to perform emergency repair work to essential System equipment and water mains. Any expenditure associated with said after-hours on-call response – i.e. overtime – shall be considered part of the CONTRACTOR’s monthly operational fee and not charged to the DISTRICT over and above that fee. The parties hereto agree that in the absence of specific direction from the DISTRICT, the CONTRACTOR, its employees, and agents are authorized to order all necessary emergency repairs and modifications to the System to maintain potable water service to the System’s customers as the CONTRACTOR deems necessary or appropriate under the specific circumstances and under applicable Federal, State, and County laws.
- S2.9 Operation and Maintenance Plan: An adequate Operation and Maintenance Plan (“O&M Plan”) is essential to help a water system plan ahead, schedule and budget maintenance, provide oversight, facilitate training, and measure the quality of service delivered. The CONTRACTOR shall develop within the first one (1) year an adequate O&M Plan to meet any Federal, State, and COUNTY standards and which is in conformance with any and all other parts of this Scope of Services. The County Health Department, in particular, has *Guidelines for Preparation of an Operations and Maintenance Plan* that set forth recommended tasks and minimum frequency for performing the tasks. The CONTRACTOR will also be responsible for timely and efficient implementation of this O&M Plan.

The O&M Plan shall include a long-range capital replacement program for the System. The current long-range capital replacement plan for the San Jerardo System is attached as Exhibit 4. The CONTRACTOR shall also identify resources that will be devoted to operation and maintenance of the System in the O&M Plan. Specific functions, such as billing operations, financial management, water testing, connection services, facility maintenance and repair, should be covered. The O&M Plan need not be extensive, but should demonstrate that the CONTRACTOR has clearly identified operational needs and adequate resources to meet those and future needs. The expected quality of service that will result from the implementation of the O&M Plan should also be discussed within the O&M Plan.

- S2.10 Regulatory Compliance: The CONTRACTOR shall submit data and reports, as required, to Federal, State, and COUNTY regulatory agencies to ensure continued regulatory compliance of the System. The CONTRACTOR shall also obtain any and all necessary permits for normal and routine operation of the System.
- S2.11 Business Office: CONTRACTOR shall operate and maintain a local business office, located in or near Salinas, for the purpose of conducting business with System customers. CONTRACTOR will provide adequate staffing for the following services regarding the System operations and customer service: walk-in bill paying, establishing new customer accounts, closing existing accounts, transferring service from one account to another, handling customer inquiries and complaints, and offering customers assistance.
- S2.12 County Payments: The monthly cash receipts, the payments received from the customers for water service shall be promptly remitted to the COUNTY.
- S2.13 Operational Reserve: The CONTRACTOR shall indicate, at a minimum in the O&M Plan if not prior to its development, how the CONTRACTOR intends to meet the requirement for an operational reserve to respond to emergencies and equipment failures.

S3.0 OPERATIONS:

S3.1 OPERATIONS:

- S3.1.1 Daily Operation: CONTRACTOR shall provide acts and services necessary to furnish a high level of domestic water service to System customers in daily operation of the System. Daily operation services shall include, in addition to other services defined in this Scope of Services, operation of pumps and pump stations, by California State-certified water treatment operators of Grade II or better; water treatment or disinfection equipment operation; and transmission and distribution system operation.

- S3.1.2 Monthly Reporting: The CONTRACTOR shall provide the DISTRICT written monthly reports covering the operations and maintenance of the System. These monthly reports shall briefly discuss any noted System deficiencies in water distribution and water quality, as well as procedures undertaken by the CONTRACTOR to remedy such deficiencies.
- S3.1.3 Annual Reporting: The CONTRACTOR shall provide the DISTRICT written O&M reports on a quarterly and annual basis. These reports shall briefly discuss any noted System deficiencies in water distribution and water quality, as well as procedures undertaken by the CONTRACTOR to remedy such deficiencies. All reports shall also detail each account's monthly billings and amount collected for the period covered by the report. The annual reports shall include a discussion of implementing the O&M Plan, as discussed below, including optimization of System operation, setting of goals for the coming year, and assessment of implementing the previous year's goals.
- S3.1.4 Recordkeeping: The CONTRACTOR shall maintain records relating to the operation and maintenance of the System for at least five (5) years, except chemical analyses and inspection/evaluation reports which must be retained for at least ten (10) years. The records shall be made available for inspection by the DISTRICT at all reasonable times during normal business office hours and upon twenty-four (24) hours advance notice to the CONTRACTOR. All records shall include a date, time of service rendered, and name of main personnel involved. Minimum records include the following:
- S3.1.4.1 Operational notes, including weekly calculation of chemical dosage; and
 - S3.1.4.2 Records of chlorine residual and location of residual measurement; and
 - S3.1.4.3 Records of any other water treatment; and
 - S3.1.4.4 Chlorination failure log; and
 - S3.1.4.5 Reports of bacteriological and chemical analyses; and
 - S3.1.4.6 Water supply production records; and
 - S3.1.4.7 Inspection records; and
 - S3.1.4.8 Records of maintenance and corrective actions performed; and
 - S3.1.4.9 Variances, waivers, or exemptions granted by regulators.

S3.1.5 Employee Training: The CONTRACTOR shall implement adequate employee training on System operation and maintenance, including implementation of any Disaster and Emergency Response Plan.

S3.1.6 Routine System Inspection: The CONTRACTOR should inspect all above-ground System equipment often enough to ensure prompt detection of problems. Daily inspection of the equipment is recommended. The COUNTY Health Department may impose more or less stringent requirements during the permitting process. The CONTRACTOR shall also perform routine inspection of the distribution components of the System at a level sufficient to identify surface leaks. Quarterly inspection is recommended.

System Inspection should consist of a visual inspection of the equipment, checking and filling the chlorine solution level, measuring the chlorine residual, adjusting chlorination equipment as necessary, calculating the dosage rate, and writing down the results of the inspection. Any problems noted should be corrected promptly.

S3.1.7 Water Quality Sampling, Testing, and Reporting: The CONTRACTOR shall provide trained and qualified personnel to endeavor to ensure that the System is in compliance with existing Federal, State, and County laws and regulations pertaining to water quality. CONTRACTOR shall perform, or cause to be performed, by a laboratory certified by the State of California, any and all water quality sampling, testing, analysis, and reporting as required for potable water sources, distribution mains, and service lines by the U.S. Environmental Protection Agency, State of California Department of Public Health and Drinking Water Program, and the Monterey County Health Department or special acts of the U.S. Congress or California Legislature.

The CONTRACTOR shall ensure that proper Chain of Custody procedures and forms are used. The CONTRACTOR shall provide water quality services as listed herein, which shall include, but not be limited to: preparing monitoring plans; scheduling and collecting water samples for testing; transporting samples to a certified lab; maintaining water quality records; reporting to appropriate regulators; collecting and analyzing special or emergency samples; emergency notification to affected customers; responding to customer inquiries on water quality; preparing and sending the Annual Consumer Confidence Report to System customers; providing a hazardous material control program; ensuring all operator's certification is in compliance with State and Federal requirements; and paying fines or assessments if incurred due to CONTRACTOR's neglect. The Annual Consumer Confidence Report shall be prepared annually by the CONTRACTOR, based on data collected from the previous year, and distributed to all System users by July 1st.

The following water quality constituents will be monitored for at each water supply source, as applicable (required frequency is indicated in parentheses, although waivers may be granted for longer frequencies):

- Primary Inorganic Compounds (every 3 years);
- Secondary Compounds (every 3 years);
- Volatile Organic Chemicals (every 3 years);
- Synthetic Organic Chemicals (every 3 years);
- Radioactivity (4 consecutive quarters);
- Nitrates (quarterly);
- Coliform bacteria (once monthly).

S3.1.8 Coliform Sampling and Testing: The CONTRACTOR shall sample and test for coliform bacteria at least once per month, with one sample collected from the distribution system and one sample collected at the well head. Chlorine residuals should also be determined for each coliform sample. Reporting of coliform test results should be provided to the DISTRICT and COUNTY Health Department.

S3.1.9 Asbestos Testing: The CONTRACTOR shall sample and test each water supply source for asbestos in the System at a minimum every nine (9) years, unless a waiver for reduced monitoring applies.

S3.1.10 Cross-Connection Detection: At least on an annual basis, the CONTRACTOR shall routinely inspect the System and analyze water usage to detect the presence of cross connections. The CONTRACTOR shall then investigate potential or identified cross connections and notify residents of violations of Health Department criteria. The CONTRACTOR shall list identified cross connections in annual reports and subsequently check within six (6) months of noted violation for correction of the cross connection.

S3.1.11 Site Visit: The CONTRACTOR shall allow authorized representatives of the DISTRICT to visit and inspect the System at any time. If requested by the DISTRICT representative, a representative of the CONTRACTOR shall be available to accompany the DISTRICT representative during any such site visit.

S3.1.12 Update System Maps: The CONTRACTOR shall update System maps per any maintenance or replacements, as appropriate given the level of detail on existing System maps.

S3.1.13 Order Chemicals/Lubricants/Supplies: The CONTRACTOR shall monitor the stock of chemicals, lubricants, and other supplies necessary to properly maintain the System and order such supplies as needed for proper System O&M. Supplies include but are not limited to lab supplies and repair materials necessary to properly operate the System.

S3.2 Maintenance:

S3.2.1 System Operation: In addition to other operational procedures identified herein, the CONTRACTOR shall regularly exercise the mechanical facilities of the System to ensure their continued operation. Water valves are recommended to be exercised quarterly. Backflow preventors (BFPs), if present, are recommended to be checked and exercised annually.

- S3.2.2 Hydrant Testing: The CONTRACTOR shall regularly test fire hydrants and maintain hydrants to ensure proper operating order.
- S3.2.3 Electric Motor and Generator Set (EG Set)/Fire Pump Testing: The CONTRACTOR shall regularly test the back-up electric motor and generator set (EG Set) and fire pumps and maintain the EG Set and Fire Pumps to ensure proper operating order.
- S3.2.4 Fleet Maintenance: The CONTRACTOR shall regularly inspect the fleet vehicles used for services under this Scope of Services and maintain these vehicles to ensure proper operating order.
- S3.2.5 Telemetry Maintenance: The CONTRACTOR shall regularly test the telemetry components of the System and maintain the telemetry equipment to ensure proper operating order.
- S3.2.6 Control Maintenance: The CONTRACTOR shall regularly test the electrical controls of the System and maintain the controls to ensure proper operating order.
- S3.2.7 Chlorinator Equipment Maintenance: In accord with the COUNTY Operational Requirements for Chlorination Systems, the CONTRACTOR must adequately ensure the following with respect to chlorination equipment (referred to as "equipment" below):
- S3.2.7.1 The equipment must be in good operating condition and adequate for the application; and
 - S3.2.7.2 The equipment must be covered from the elements; and
 - S3.2.7.3 Equipment must provide a consistent feed rate under all operating conditions; and
 - S3.2.7.4 The chlorinator must be activated by the circuit controlling the well pump or in response to a signal from the flow meter; and
 - S3.2.7.5 A flow meter must be provided to allow for calculation of chemical dosages; and
 - S3.2.7.6 The chlorine solution storage crock must be designed for use in mixing and measuring chlorine solutions. It must be large enough to hold enough solution for one week of peak use plus a prudent reserve. The amount of chemical in the crock must be able to be accurately measured by taking readings from marks on the container; and
 - S3.2.7.7 Equipment for monitoring chlorine residuals must use the DPD method. For example, Hach DR100 Chlorimeter or equivalent may be used.
- S3.2.8 Grounds keeping: The CONTRACTOR shall regularly manage and maintain or cause to maintain real property belonging to the System, such that hazards are minimized. Grounds keeping duties include but are not limited to routine site inspections, grass mowing, and litter collection and disposal.
- S3.2.9 Specialized Services: Specialized Services for this Scope of Services are placed into two categories: Administrative and (As-Needed) O&M. Certain administrative functions may be required or desired over time to enhance the O&M of the System. Non-routine maintenance may be required as-needed based on information gathered during routine inspections.

These Specialized Services would not be required under the Scope of Services unless the CONTRACTOR is given a separate Notice-to-Proceed. Prior to giving Notice-to-Proceed on these services, the COUNTY requires contact from the CONTRACTOR with a scope and fee for such services. The Administrative and As-Needed O&M Services are defined for this Scope of Services as follows:

S3.3 Administrative/Customer Service:

- S3.3.1 Water Conservation Program: Given the age of the System, customers' desire to minimize water and wastewater bills, and the various regulations and requirements encouraging water conservation, a Water Conservation Program could be an important part of maintaining the System. CONTRACTOR shall develop and implement a Water Conservation Program based on available and appropriate water conservation standards. The Water Conservation Program shall include provisions to replace water fixtures, minimize landscape irrigation, and implement other Best Management Practices where practical.
- S3.3.2 Energy Management Program: An Energy Management Program could serve to reduce energy costs and reduce wear and tear on the System's electrical components. The CONTRACTOR shall develop and implement an Energy Management Program that identifies System components and procedures that could be made more energy-efficient while maintaining adequate operation of the System.
- S3.3.3 Standard Operation Procedures: As part of the O&M Plan, the CONTRACTOR shall develop Standard Operation Procedures (SOPs) for routine and non-routine System O&M tasks. A manual of SOPs shall be prepared and periodically updated. System O&M staff shall also be routinely trained on the SOPs and a copy of the SOPs manual kept in a convenient location for review and use by System O&M staff.

S3.4 As-Needed O&M Services:

- S3.4.1 Meter Repair: Residential and non-residential water meters shall be replaced with a similar meter if the existing meter is found to be ineffective for accurate and regular meter reading.
- S3.4.2 Other System Repair and Replacement: CONTRACTOR shall perform, if capable, other repairs and replacements of System components, when needed.
- S3.4.3 Flush System: In addition or in conjunction with the System Inspection, the CONTRACTOR shall develop and implement a program to routinely flush System water mains, hydrants, the storage tank, and dead-end lines. Flushing should be done at least quarterly.

- S3.4.4 Leak Detection: The CONTRACTOR shall perform inspection of any suspected or reported pipeline or equipment leaks, record findings of inspection, and recommend any follow-up actions in a written report.
- S3.4.5 New Service Connections: The CONTRACTOR shall perform inspection and final sign-off functions related to all new service connection permits.
- S3.4.6 Well Flushing: The CONTRACTOR shall perform inspection and final sign-off functions related to all new service connection permits.
- S3.4.7 Capital (Major) and Minor Improvements.: The CONTRACTOR shall not make any capital improvements, or perform any of the Specialized Services, without prior authorization of the DISTRICT. All other repairs or replacements costing over \$1,000 shall also need to be authorized by the DISTRICT.
- S3.4.8 Chemical Additive Requirements: All chemicals or products, including chlorine, added directly to the drinking water as part of a treatment process must meet the ANSI/NSF Standard 60. The manufacturer or distributor of the chemical should be able to provide documentation of compliance with this requirement.
- S3.4.9 Equipment: The CONTRACTOR must own, lease, or otherwise have use of the necessary equipment to provide the requested services during the term of work.
- S3.4.10 Operator Certification.: Section 4017(d) and 7107 of the California Health and Safety Code states that all persons responsible for the operation of water treatment plants shall possess a State Water Treatment Operator's certificate of appropriate grade. Water treatment plants include chemical feed systems, such as chlorinators. For operation of a chlorination system for small systems, the minimum certification requirement is a Grade 1 certificate. As part of the Scope of Services, the CONTRACTOR will ensure that an operator with proper certification is in charge of the System operations during the term of work.

S4.0 TERM OF AGREEMENT

- S4.1 The initial term shall commence with the signing of the AGREEMENT through and including _____, with the option to extend the AGREEMENT for _____ additional _____ year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- S4.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

S4.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

S5.0 COMPENSATION AND PAYMENTS

- S5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S5.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S5.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S5.6 Tax:
S5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
S5.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94730022K. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S6.0 INVOICES AND PURCHASE ORDERS

S6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to:

**Boronda County Sanitation District – San Jerardo
County of Monterey
Department of Public Works
168 W. Alisal St., 2nd Floor
Salinas, CA 93901**

S6.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County

approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S6.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

S7.0 STANDARD INDEMNIFICATION

- S7.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S8.0 INSURANCE REQUIREMENTS

S8.1 Evidence of Coverage:

- S8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- S8.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- S8.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

S8.2 Insurance Coverage Requirements:

S8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S8.3 Other Insurance Requirements:

S8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- S8.3.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- S8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- S8.3.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- S8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S9.0 RECORDS AND CONFIDENTIALITY

- S9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to

disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- S9.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S9.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S10.0 NON-DISCRIMINATION

- S10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- S10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

S11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile,

Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- S11.2 Minimum Services Performance Percentage: CONTRACTOR shall perform with his own organization contract Services amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- S11.3 Non-Assignment: CONTRACTOR shall not assign this contract or the Services required herein without the prior written consent of County.
- S11.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S12.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of Services under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S Services under this AGREEMENT.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S13.0 FORCE MAJEURE

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

S14.0 TRAVEL REIMBURSEMENT

Travel cost shall be included in the CONTRACTOR'S rates to the COUNTY. No additional reimbursement for travel will be considered in this agreement.

S15.0 PERFORMANCE BOND

- S16.1 CONTRACTOR shall provide a performance security bond of \$100,000.00.
- S16.2 CONTRACTOR may offer the performance security entirely through an irrevocable letter of credit or by a combination of an irrevocable letter of credit and a performance bond.
- S16.2.1 CONTRACTOR may choose to offer a performance security of at least seventy five thousand dollars (\$75,000.00) in the form of an irrevocable letter of credit and the balance by the bond.
- S16.2.2 The irrevocable letter of credit shall be in a form acceptable to the County.
- S16.2.3 The minimum amount of the irrevocable letter of credit shall be seventy five thousand dollars (\$75,000.00). It shall be issued by a federally insured (FDIC) banking institution, acceptable to the County, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or have a comparable rating by another rating system acceptable to the County.
- S16.3 If a performance bond is provided to the County, the surety shall satisfy the following requirements:
- S16.3.1 shall be a California Admitted Surety insurer under the Bond and Undertaking Law, California Code of Civil Procedure Sections 995.101 et seq.,
- S16.3.2 Shall be either a current A.M. Best A IV rated Surety or has a current Standard and Poor's rating of A.

S16.3.3 The performance bond shall provide for the immediate release of funds to the County upon notice of material breach of the AGREEMENT.

S16.3.4 The performance bond shall also provide that any legal dispute, which the CONTRACTOR or the bonding company may initiate, shall not delay the release of funds to the County.

S16.4 The irrevocable letter of credit and/or performance bond shall be used to assure the management, maintenance and operation of the San Jerardo Water System, including, but not limited to, the conduct of a procurement process, and negotiation or related administrative expenses, and additional contract costs incurred as a result of contracting with a new contractor, should the County terminate performance of the CONTRACTOR under the AGREEMENT because of default.

S16.5 The CONTRACTOR's failure to meet the performance security requirements after and during the execution of the agreement may be deemed a material breach of the AGREEMENT.

S17.0 EMERGENCY SITUATIONS

CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

S18.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with SARA Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to delivery and acceptance by County.

S19.0 DAMAGE

The CONTRACTOR shall be held responsible for any breakage, loss of the COUNTY's equipment or supplies through negligence of the CONTRACTOR or his employee while working on the COUNTY's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

S20.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

S21.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derm@co.monterey.ca.us

TO CONTRACTOR:
Name _____
Address _____

Tel. No. _____
FAX No. _____
Email _____

S22.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

COUNTY Signature

CONTRACTOR Signature

Printed Name

Printed Name

Title

Title

Date

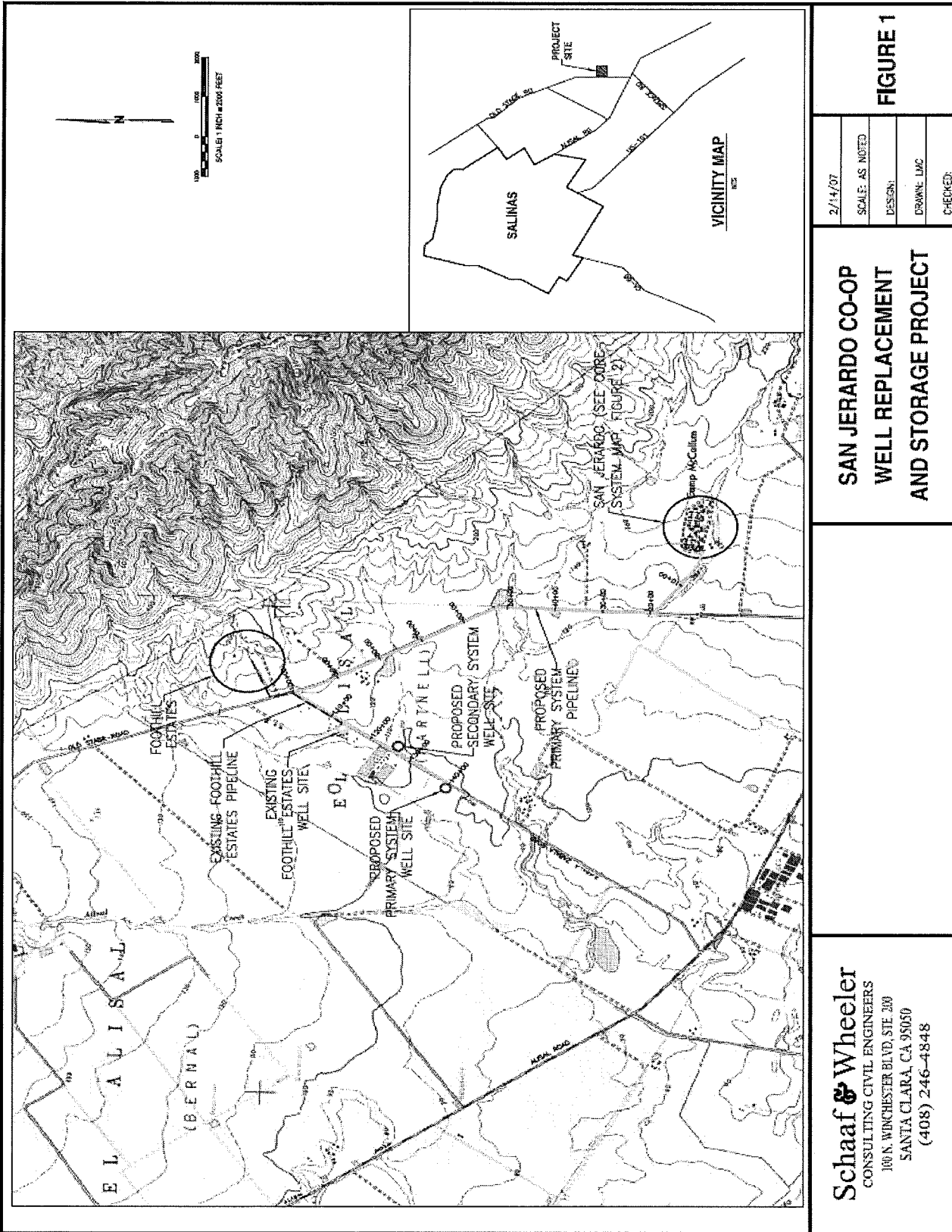
Date

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

ATTACHMENTS AND EXHIBITS

**BORONDA COUNTY SANITATION DISTRICT
ATTACHMENT A – SITE MAP LAYOUT**



Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
100 N. WINCHESTER BLVD. STE 200
SANTA CLARA, CA 95050
(408) 246-4848





**SAN JERARDO CO-OP
WELL REPLACEMENT
AND STORAGE PROJECT**

FIGURE 1

SAN JERARDO COMMUNITY MAP ATTACHMENTS B



By:

													
COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY DEPARTMENT OF PUBLIC WORKS 100 WEST ALPHEA STREET MONTEREY, CALIFORNIA 93940 (408) 755-3300 FAX (408) 755-3304													
SAN JERARDO WATER IMPROVEMENTS PROJECT PROJECT # 10-000008 CONE SECTION VARD SPRING DATE: 07/20/08 DRAWN BY: E.C. LUTER SCALE: 1" = 30' SHEET NO.: 18 OF 20	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">DATE</td> <td style="width: 10%;">BY</td> <td style="width: 10%;">REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	BY	REVISION									
DATE	BY	REVISION											
													
													
													
DRAWN BY: ... CHECK BY: ... DATE: ... PROJECT NO.: ... SHEET NO.: ...													

**BORONDA COUNTY SANITATION DISTRICT
ATTACHMENTS C – FACILITIES LIST**

SAN JERARDO HOUSING COOPERATIVE

WATER SYSTEM

PRIMARY WATER SUPPLY SYSTEM	STORAGE AND DISTRIBUTION SYSTEM
Well System	Storage/Pumping
400' of 10" Casing	325,000 gallon above-ground steel tank
10" Grundfos pump	Hydropneumatic tank
Well housing	1,700 gallon-per-minute fire booster pumps
Electrical service, instrumentation, controls, and housing	700' of 8" piping
Real property	Associated valves and electrical
Site fencing and gates	Onsite Pipelines
Chlorine storage tank	1,047' of 8" ACP
Chlorine well-head disinfection system	1,341' of 6" ACP
Offsite Pipelines	701' of 4" ACP
11,500' of 6" PVC (from well to reservoir)	123' of 2" PVC
ARV assembly	508' of 1.5" PVC
Blow-off assembly	1,741' of 1" PVC
Associated gate valves	638' of 3/4" PVC
SECONDARY WATER SUPPLY SYSTEM	Miscellaneous
6" PVC connection with Foothills Estate Water System	Associated valves
Metering and isolation valves for connection	Associated fire hydrants
Electrical service, instrumentation, controls, and housing	64 residential meters
	3 non-residential meters (community center, day care center, soccer field)

**EXHIBIT 1 SCOPE OF SERVICES
ATTACHMENTS D**

OPERATIONS and MAINTENANCE SERVICES AGREEMENT

**OPERATION and MAINTENANCE OF
SAN JERARDO HOUSING COOPERATIVE
WATER SYSTEM FACILITIES**

Exhibit 1 – Scope of Services

1.0 Objective: The primary objective of the services to be provided by the CONTRACTOR for the DISTRICT is to maintain, manage, and operate the San Jerardo Water System in a manner consistent with applicable Federal, State, and County laws and regulations and in accord with the Operations and Services Agreement (“Agreement”). All abbreviations and reference terms (CONTRACTOR, DISTRICT, etc.) used herein are as defined and used in the Agreement.

2.0 Requirements: General and minimum requirements for the operation of a potable water system can be divided into four major categories:

- 2.0.1 regulatory compliance requirements; and
- 2.0.2 operational management practices; and
- 2.0.3 real property management and maintenance; and
- 2.0.4 Water quality management.

3.0 Overview: For purposes of this Agreement, it is useful to define services that are anticipated to be basic and routine Operation and Maintenance on an annual basis (“Basic Services”) and those that are generally non-routine and/or emergency services (“Specialized Services”). The following items define the Scope of Services under this Agreement. A more detailed Scope may be developed after the CONTRACTOR is selected, with this exhibit revised accordingly.

4.0 Basic Services: Unless otherwise noted, any expenditures for Basic Services shall be considered part of the CONTRACTOR’s monthly operational fee and billed to the DISTRICT accordingly. **Basic Services** can be placed into three categories: Administrative, Operations, and (Preventive) Maintenance and are defined for this Agreement as follows:

4.1 Administrative Customer Service:

- 4.1.1 Administration of O&M: The CONTRACTOR shall be responsible for managing the operations, maintenance and inspections of the System in

accordance with customary utility practices and procedures and in compliance with all Federal, State, and County laws and regulations. The CONTRACTOR is referred to the American Water Works Association (AWWA) Standards G100 and G200 for guidance and requirements. The CONTRACTOR shall provide sufficient personnel (supervisory and operational) to perform its services hereunder.

- 4.1.2 Meter Reading and Billing: Among other essential administrative tasks, the CONTRACTOR shall monthly read water meters in the System, prepare water bills based on the meter readings, distribute said bills, and administer the collection and accounting of the bills.
- 4.1.3 Routine Calls and Service Questions: During normal business hours, the CONTRACTOR shall handle routine calls and in-person service inquiries on water service, billing, leaks, or other concerns of System customers.
- 4.1.4 After Hours On-Call Response: After normal business hours, the CONTRACTOR shall maintain an emergency communications system and provide on-call response to emergency calls for the System. In addition to routine equipment, the CONTRACTOR shall provide or have access to any and all equipment required to perform emergency repair work to essential System equipment and water mains. Any expenditure associated with said after-hours on-call response – i.e. overtime – shall be considered part of the CONTRACTOR’s monthly operational fee and not charged to the DISTRICT over and above that fee. The parties hereto agree that in the absence of specific direction from the DISTRICT, the CONTRACTOR, its employees, and agents are authorized to order all necessary emergency repairs and modifications to the System to maintain potable water service to the System’s customers as the CONTRACTOR deems necessary or appropriate under the specific circumstances and under applicable Federal, State, and County laws.
- 4.1.5 Operation and Maintenance Plan: An adequate Operation and Maintenance Plan (“O&M Plan”) is essential to help a water system plan ahead, schedule and budget maintenance, provide oversight, facilitate training, and measure the quality of service delivered. The CONTRACTOR shall develop within the first one (1) year of this Agreement an adequate O&M Plan to meet any Federal, State, and COUNTY standards and which is in conformance with any and all other parts of this Agreement. The County Health Department, in particular, has *Guidelines for Preparation of an Operations and Maintenance Plan* that set forth recommended tasks and minimum

frequency for performing the tasks. The CONTRACTOR will also be responsible for timely and efficient implementation of this O&M Plan. The O&M Plan shall include a long-range capital replacement program for the System. The current long-range capital replacement plan for the San Jerardo System is attached as Exhibit 4. The CONTRACTOR shall also identify resources that will be devoted to operation and maintenance of the System in the O&M Plan. Specific functions, such as billing operations, financial management, water testing, connection services, facility maintenance and repair, should be covered. The O&M Plan need not be extensive, but should demonstrate that the CONTRACTOR has clearly identified operational needs and adequate resources to meet those and future needs. The expected quality of service that will result from the implementation of the O&M Plan should also be discussed within the O&M Plan.

- 4.1.6 Regulatory Compliance: The CONTRACTOR shall submit data and reports, as required, to Federal, State, and COUNTY regulatory agencies to ensure continued regulatory compliance of the System. The CONTRACTOR shall also obtain any and all necessary permits for normal and routine operation of the System.
- 4.1.7 Business Office: CONTRACTOR shall operate and maintain a local business office, located in or near Salinas, for the purpose of conducting business with System customers. CONTRACTOR will provide adequate staffing for the following services regarding the System operations and customer service: walk-in bill paying, establishing new customer accounts, closing existing accounts, transferring service from one account to another, handling customer inquiries and complaints, and offering customers assistance.
- 4.1.8 County Payments: The monthly cash receipts, the payments received from the customers for water service shall be promptly remitted to the COUNTY.
- 4.1.9 Operational Reserve: The CONTRACTOR shall indicate, at a minimum in the O&M Plan if not prior to its development, how the CONTRACTOR intends to meet the requirement for an operational reserve to respond to emergencies and equipment failures.

4.2 Operations

- 4.2.1 Daily Operation: CONTRACTOR shall provide acts and services necessary to furnish a high level of domestic water service to System customers in daily operation of the System. Daily operation services shall include, in addition to other services defined in this Agreement, operation of pumps and pump stations, by California State-certified water treatment operators of Grade II or better; water treatment or disinfection equipment operation; and transmission and distribution system operation.
- 4.2.2 Monthly Reporting: The CONTRACTOR shall provide the DISTRICT written monthly reports covering the operations and maintenance of the System. These monthly reports shall briefly discuss any noted System deficiencies in water distribution and water quality, as well as procedures undertaken by the CONTRACTOR to remedy such deficiencies.
- 4.2.3 Annual Reporting: The CONTRACTOR shall provide the DISTRICT written O&M reports on a quarterly and annual basis. These reports shall briefly discuss any noted System deficiencies in water distribution and water quality, as well as procedures undertaken by the CONTRACTOR to remedy such deficiencies. All reports shall also detail each account's monthly billings and amount collected for the period covered by the report. The annual reports shall include a discussion of implementing the O&M Plan, as discussed below, including optimization of System operation, setting of goals for the coming year, and assessment of implementing the previous year's goals.
- 4.2.4 Recordkeeping: The CONTRACTOR shall maintain records relating to the operation and maintenance of the System for at least five (5) years, except chemical analyses and inspection/evaluation reports which must be retained for at least ten (10) years. The records shall be made available for inspection by the DISTRICT at all reasonable times during normal business office hours and upon twenty-four (24) hours advance notice to the CONTRACTOR. All records shall include a date, time of service rendered, and name of main personnel involved. Minimum records include the following:
- 4.2.4.1 Operational notes, including weekly calculation of chemical dosage; and
 - 4.2.4.2 Records of chlorine residual and location of residual measurement; and
 - 4.2.4.3 Records of any other water treatment; and
 - 4.2.4.4 Chlorination failure log; and
 - 4.2.4.5 Reports of bacteriological and chemical analyses; and

- 4.2.4.6 Water supply production records; and
- 4.2.4.7 Inspection records; and
- 4.2.4.8 Records of maintenance and corrective actions performed; and
- 4.2.4.9 Variances, waivers, or exemptions granted by regulators.

4.2.5 Employee Training: The CONTRACTOR shall implement adequate employee training on System operation and maintenance, including implementation of any Disaster and Emergency Response Plan.

4.2.6 Routine System Inspection: The CONTRACTOR should inspect all above-ground System equipment often enough to ensure prompt detection of problems. Daily inspection of the equipment is recommended. The COUNTY Health Department may impose more or less stringent requirements during the permitting process. The CONTRACTOR shall also perform routine inspection of the distribution components of the System at a level sufficient to identify surface leaks. Quarterly inspection is recommended. System Inspection should consist of a visual inspection of the equipment, checking and filling the chlorine solution level, measuring the chlorine residual, adjusting chlorination equipment as necessary, calculating the dosage rate, and writing down the results of the inspection. Any problems noted should be corrected promptly.

4.2.7 Water Quality Sampling, Testing, and Reporting: The CONTRACTOR shall provide trained and qualified personnel to endeavor to ensure that the System is in compliance with existing Federal, State, and County laws and regulations pertaining to water quality. CONTRACTOR shall perform, or cause to be performed, by a laboratory certified by the State of California, any and all water quality sampling, testing, analysis, and reporting as required for potable water sources, distribution mains, and service lines by the U.S. Environmental Protection Agency, State of California Department of Public Health and Drinking Water Program, and the Monterey County Health Department or special acts of the U.S. Congress or California Legislature.

4.2.8 The CONTRACTOR shall ensure that proper Chain of Custody procedures and forms are used. The CONTRACTOR shall provide water quality services as listed herein, which shall include, but not be limited to: preparing monitoring plans; scheduling and collecting water samples for testing; transporting samples to a certified lab; maintaining water quality records; reporting to appropriate regulators; collecting and analyzing

special or emergency samples; emergency notification to affected customers; responding to customer inquiries on water quality; preparing and sending the Annual Consumer Confidence Report to System customers; providing a hazardous material control program; ensuring all operator's certification is in compliance with State and Federal requirements; and paying fines or assessments if incurred due to CONTRACTOR's neglect. The Annual Consumer Confidence Report shall be prepared annually by the CONTRACTOR, based on data collected from the previous year, and distributed to all System users by July 1st.

4.2.9 The following water quality constituents will be monitored for at each water supply source, as applicable (required frequency is indicated in parentheses, although waivers may be granted for longer frequencies):

- 4.2.9.1 Primary Inorganic Compounds (every 3 years); and
- 4.2.9.2 Secondary Compounds (every 3 years); and
- 4.2.9.3 Volatile Organic Chemicals (every 3 years); and
- 4.2.9.4 Synthetic Organic Chemicals (every 3 years); and
- 4.2.9.5 Radioactivity (4 consecutive quarters); and
- 4.2.9.6 Nitrates (quarterly); and
- 4.2.9.7 Coliform bacteria (once monthly).

4.2.10 Coliform Sampling and Testing: The CONTRACTOR shall sample and test for coliform bacteria at least once per month, with one sample collected from the distribution system and one sample collected at the well head. Chlorine residuals should also be determined for each coliform sample. Reporting of coliform test results should be provided to the DISTRICT and COUNTY Health Department.

4.2.11 Asbestos Testing: The CONTRACTOR shall sample and test each water supply source for asbestos in the System at a minimum every nine (9) years, unless a waiver for reduced monitoring applies.

4.2.12 Cross-Connection Detection: At least on an annual basis, the CONTRACTOR shall routinely inspect the System and analyze water usage to detect the presence of cross connections. The CONTRACTOR shall then investigate potential or identified cross connections and notify residents of violations of Health Department criteria. The CONTRACTOR shall list identified cross connections in annual reports

and subsequently check within six (6) months of noted violation for correction of the cross connection.

- 4.2.13 Site Visit: The CONTRACTOR shall allow authorized representatives of the DISTRICT to visit and inspect the System at any time. If requested by the DISTRICT representative, a representative of the CONTRACTOR shall be available to accompany the DISTRICT representative during any such site visit.
- 4.2.14 Update System Maps: The CONTRACTOR shall update System maps per any maintenance or replacements, as appropriate given the level of detail on existing System maps.
- 4.2.15 Order Chemicals/Lubricants/Supplies: The CONTRACTOR shall monitor the stock of chemicals, lubricants, and other supplies necessary to properly maintain the System and order such supplies as needed for proper System O&M. Supplies include but are not limited to lab supplies and repair materials necessary to properly operate the System.

4.3 Maintenance:

- 4.3.1 System Operation: In addition to other operational procedures identified herein, the CONTRACTOR shall regularly exercise the mechanical facilities of the System to ensure their continued operation. Water valves are recommended to be exercised quarterly. Backflow preventors (BFPs), if present, are recommended to be checked and exercised annually.
- 4.3.2 Hydrant Testing: The CONTRACTOR shall regularly test fire hydrants and maintain hydrants to ensure proper operating order.
- 4.3.3 Electric Motor and Generator Set (EG Set)/Fire Pump Testing: The CONTRACTOR shall regularly test the back-up electric motor and generator set (EG Set) and fire pumps and maintain the EG Set and Fire Pumps to ensure proper operating order.
- 4.3.4 Fleet Maintenance: The CONTRACTOR shall regularly inspect the fleet vehicles used for services under this Agreement and maintain these vehicles to ensure proper operating order.
- 4.3.5 Telemetry Maintenance: The CONTRACTOR shall regularly test the telemetry components of the System and maintain the telemetry equipment to ensure proper operating order.

- 4.3.6 Control Maintenance: The CONTRACTOR shall regularly test the electrical controls of the System and maintain the controls to ensure proper operating order.
- 4.3.7 Chlorinator Equipment Maintenance: In accord with the COUNTY Operational Requirements for Chlorination Systems, the CONTRACTOR must adequately ensure the following with respect to chlorination equipment (referred to as “equipment” below):
- 4.3.7.1 The equipment must be in good operating condition and adequate for the application; and
 - 4.3.7.2 The equipment must be covered from the elements; and
 - 4.3.7.3 Equipment must provide a consistent feed rate under all operating conditions; and
 - 4.3.7.4 The chlorinator must be activated by the circuit controlling the well pump or in response to a signal from the flow meter; and
 - 4.3.7.5 A flow meter must be provided to allow for calculation of chemical dosages; and
 - 4.3.7.6 The chlorine solution storage crock must be designed for use in mixing and measuring chlorine solutions. It must be large enough to hold enough solution for one week of peak use plus a prudent reserve. The amount of chemical in the crock must be able to be accurately measured by taking readings from marks on the container; and
 - 4.3.7.7 Equipment for monitoring chlorine residuals must use the DPD method. For example, Hach DR100 Chlorimeter or equivalent may be used; and
- 4.3.8 Grounds keeping: The CONTRACTOR shall regularly manage and maintain or cause to maintain real property belonging to the System, such that hazards are minimized. Grounds keeping duties include but are not limited to routine site inspections, grass mowing, and litter collection and disposal.

4.4 Specialized Services:

Specialized Services for this agreement are placed into two categories: Administrative and (As-Needed) O&M. Certain administrative functions may be required or desired over time to enhance the O&M of the System. Non-routine maintenance may be required As-needed based on information gathered during routine inspections.

These Specialized Services would not be required under the Agreement unless the CONTRACTOR is given a separate Notice-to-Proceed. Prior to giving Notice-to-Proceed on these services, the COUNTY requires contact from the CONTRACTOR with a scope and fee for such services. The Administrative Customer Service and As-Needed O&M Services are defined for this Agreement as follows:

4.5 Administrative/Customer Service:

- 4.5.1 Water Conservation Program: Given the age of the System, customers' desire to minimize water and wastewater bills, and the various regulations and requirements encouraging water conservation, a Water Conservation Program could be an important part of maintaining the System. CONTRACTOR shall develop and implement a Water Conservation Program based on available and appropriate water conservation standards. The Water Conservation Program shall include provisions to replace water fixtures, minimize landscape irrigation, and implement other Best Management Practices where practical.
- 4.5.2 Energy Management Program: An Energy Management Program could serve to reduce energy costs and reduce wear and tear on the System's electrical components. The CONTRACTOR shall develop and implement an Energy Management Program that identifies System components and procedures that could be made more energy-efficient while maintaining adequate operation of the System.
- 4.5.3 Standard Operation Procedures: As part of the O&M Plan, the CONTRACTOR shall develop Standard Operation Procedures (SOPs) for routine and non-routine System O&M tasks. A manual of SOPs shall be prepared and periodically updated. System O&M staff shall also be routinely trained on the SOPs and a copy of the SOPs manual kept in a convenient location for review and use by System O&M staff.

4.6 As-Needed O&M Services:

- 4.6.1 Meter Repair: Residential and non-residential water meters shall be replaced with a similar meter if the existing meter is found to be ineffective for accurate and regular meter reading.
- 4.6.2 Other System Repair and Replacement: CONTRACTOR shall perform, if capable, other repairs and replacements of System components, when needed.
- 4.6.3 Flush System: In addition or in conjunction with the System Inspection, the CONTRACTOR shall develop and implement a program to routinely flush System water mains, hydrants, the storage tank, and dead-end lines. Flushing should be done at least quarterly.
- 4.6.4 Leak Detection: The CONTRACTOR shall perform inspection of any suspected or reported pipeline or equipment leaks, record findings of inspection, and recommend any follow-up actions in a written report.
- 4.6.5 New Service Connections: The CONTRACTOR shall perform inspection and final sign-off functions related to all new service connection permits.
- 4.6.6 Well Flushing: The CONTRACTOR shall perform inspection and final sign-off functions related to all new service connection permits.

4.7 Capital (Major) and Minor Improvements:

The CONTRACTOR shall not make any capital improvements, or perform any of the Specialized Services, without prior authorization of the DISTRICT. All other repairs or replacements costing over \$1,000 shall also need to be authorized by the DISTRICT.

4.8 Chemical Additive Requirements:

All chemicals or products, including chlorine, added directly to the drinking water as part of a treatment process must meet the ANSI/NSF Standard 60. The manufacturer or distributor of the chemical should be able to provide documentation of compliance with this requirement.

4.8 Equipment:

The CONTRACTOR must own, lease, or otherwise have use of the necessary equipment to provide the requested services during the Term of the Agreement.

4.9 Operator Certification:

Section 4017(d) and 7107 of the California Health and Safety Code states that all persons responsible for the operation of water treatment plants shall possess a State Water Treatment Operator's certificate of appropriate grade. Water treatment plants include chemical feed systems, such as chlorinators. For operation of a chlorination system for small systems, the minimum certification requirement is a Grade 1 certificate. As part of the Scope under this Agreement, the CONTRACTOR will ensure that an operator with proper certification is in charge of the System operations during the Term of this Agreement.

OPERATION & MAINTENANCE OF WATER SYSTEM FACILITIES**SAN JERARDO HOUSING COOPERATIVE****Exhibit 2 – Cost Estimate Sheet**

Item No.	Item Description	Quantity	Unit	Unit Cost	Annual Total Cost
Basics Services (Biddable)					
1 Administrative/Customer Service					
1.01	Administration of O&M Services	1	LS	\$	\$
1.02	Meter reading	12	Months	\$	\$
1.03	Billing Administration	12	Months	\$	\$
1.04	Handling routine calls/service questions	12	Months	\$	\$
1.05	After-hours response (4 hrs) to customer calls	24	EA	\$	\$
1.06	Prepare and Implement O&M Plan	1	LS	\$	\$
1.07	Regulatory compliance	1	LS	\$	\$
2 Operations					
2.01	Daily operations/adjustments	261	Days	\$	\$
2.02	Monthly reports	12	Months	\$	\$
2.03	Annual analysis/reporting	1	LS	\$	\$
2.04	Manage maintenance records	1	LS	\$	\$
2.05	Staff training	1	LS	\$	\$
2.06	Equipment inspection (see facilities list)*	1	LS	\$	\$
2.07	Water Quality sampling/testing (residual, corrosion, MCLs, aesthetics)	1	LS	\$	\$
2.10	Cross connection detection	1	LS	\$	\$
2.11	Accompany County staff on site visit	4	EA	\$	\$
2.12	Update System Maps	1	LS	\$	\$
2.13	Order chemicals/lubricants/supplies	1	LS	\$	\$
3 (Preventive) Maintenance					
3.01	Valve exercising	2	EA	\$	\$
3.02	Hydrant testing	1	EA	\$	\$
3.03	EG set/fire pump testing	12	Months	\$	\$
3.04	Fleet maintenance	12	Months	\$	\$
3.05	Telemetry maintenance	1	LS	\$	\$
3.06	Control maintenance	1	LS	\$	\$
3.07	Chlorinator equipment maintenance	1	LS	\$	\$
3.08	Grounds keeping	1	LS	\$	\$

4 Specialized Services (Optional) - Must be approved				
Administrative/Customer Service				
4.01 Water Conservation Program develop/implement	1	LS	\$	\$
4.02 Energy Management Program develop/implement	1	LS	\$	\$
4.03 Standard Operating Procedures develop/implement	1	LS	\$	\$
(As-Needed) O&M				
Meter Repair	1	LS	\$	\$
Equipment replacement				
Meter	1	LS	\$	\$
Valve	1	LS	\$	\$
Hydrant	1	LS	\$	\$
Booster Pumps	1	LS	\$	\$
Pipeline (mains)	1	LS	\$	\$
System flush	1	LS	\$	\$
Leak detection	1	LS	\$	\$
New connection (tapping)	1	LS	\$	\$
TOTAL				

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10355
ISSUE DATE: Thursday May 3, 2012



RFP TITLE: **MANAGEMENT, MAINTENANCE AND OPERATION OF THE SAN JERARDO WATER SYSTEM**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON Friday June, 15 2012

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Jaime Ayala, AyalaJ@CO.MONTEREY.CA.US, (831) 755 – 4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original, and 1 Electronic plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

By: J Ayala, DPA, Buyer II