

**CONTRACT FOR THE OPERATION AND MAINTENANCE OF WATER,  
WASTEWATER FACILITIES FOR THE  
TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT**

This AGREEMENT is entered into as of this 1st day of May, 2011 (the "Effective Date") by and between:

The Town of Discovery Bay Community Services District (hereinafter "TOWN")<sup>1</sup>, with its principal address at 1800 Willow Lake Road, Discovery Bay, California 94505.

And, Veolia Water West Operating Services, Inc, with offices at 2300 Contra Costa Blvd, Pleasant Hill, California 94523 (hereinafter "VWWOS").

WHEREAS, TOWN desires to obtain operating and maintenance services for wastewater treatment plant and collection system (WASTEWATER FACILITIES), and water treatment plant and water distribution system (WATER FACILITIES), all collectively hereinafter referred to as "FACILITIES", as described in Appendix B; and

WHEREAS, VWWOS affirms that it has investigated the FACILITIES and is familiar with the plans and specifications and locations of FACILITIES, along with the residential, commercial, industrial and public property development and construction plans for Discovery Bay during the projected next five years and as approximately described in the Request for Proposals Water and Wastewater Systems Operations (RFP NO. 10-01);

WHEREAS, VWWOS holds California State Contractors License No. 866429; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, TOWN and VWWOS hereby agree as follows:

**Section 1. Scope of Services**

- 1.1 VWWOS shall provide the TOWN with operation and maintenance of the FACILITIES as outlined in Appendix B through E.
- 1.2 Within 60 days after contract commencement, VWWOS will staff the Project with eight employees in accordance with Section 1.2.1 who have met appropriate licensing and certification requirements of the State of California.
  - 1.2.1. VWWOS Contract price is based on not less than eight (8) full time employees as proposed by VWWOS to the TOWN. VWWOS shall staff the FACILITIES with not less than eight (8) full time employees or

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<sup>1</sup> Appendix A shall be used to define terms in this Agreement unless otherwise indicated.

equivalent throughout the year. VWWOS shall fill any vacancy that results in less than eight (8) full time employees within 90 days ("Recruitment Period). VWWOS will credit back to the Town the fully burdened wage of all positions not filled within 90 days during a given fiscal year. The credit will be in an amount rounded to the nearest 8 hour day (at five days per work week) to begin totalizing at the 90 day mark. For example, if a position is left open for 4 weeks past 90 days, the credit amount will be a fully burdened 160 hours (5 days X 8 hours X 4 weeks). The TOWN may forgive a credit at the TOWN's sole discretion if substantial progress is made toward filling a position.

- 1.2.2. VWWOS shall have at all times a full time Project Manager / Plant Manager for all of TOWN's facilities. This manager shall possess at a minimum Grade 3 Wastewater, State of California license or higher if required by the State of California and must have at least 3 or more years equivalent experience at this grade level operating wastewater facilities. VWWOS shall notify the TOWN prior to changing Project Managers/ Plant Managers. The TOWN can request at its sole discretion for VWWOS to change the Project Manager/ Plant Manager. Such request shall be given in writing and VWWOS shall have three (3) months to make the change.
- 1.2.3. VWWOS shall provide ongoing training and education for appropriate personnel in all necessary areas of modern water and/or wastewater process control, operations, maintenance, safety, and supervisory skills.
- 1.3 VWWOS shall annually provide the TOWN with full documentation of its performance of its maintenance obligations in accordance with Section 4.1.31 through 4.1.33 of Appendix B. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- 1.4 VWWOS shall promptly notify the TOWN of any emergency or urgency situations set forth in section 4.1.18 of Appendix B that occur
- 1.5 As required by law, permit or court order, VWWOS will prepare plant performance reports and submit them to TOWN for transmittal to appropriate authorities.

- 1.6 VWWOS shall provide their own vehicles for their staff to use while working on TOWN's FACILITIES. All VWWOS owned or leased vehicles should have VWWOS logo's on doors, and all vehicles should be clean. VWWOS is responsible for all maintenance and upkeep of their owned or leased vehicles.
- 1.6.1. The TOWN may provide VWWOS within a reasonable time after request, any piece of TOWN's equipment listed in Appendix B so that VWWOS may discharge its obligations under this AGREEMENT in the most cost-effective manner. In emergency situations TOWN will use its best efforts to provide such equipment within one (1) hour of the request. Upon use of TOWN's vehicles and equipment, VWWOS shall assure vehicles and equipment are thoroughly cleaned upon return to the TOWN.
- 1.6.2. Any equipment or vehicles provided to VWWOS by the TOWN shall be equipped with all registrations and licenses. VWWOS shall be responsible for the cost of operation, routine maintenance and fuel for such vehicles and equipment, unless otherwise agreed in writing between the parties. TOWN shall retain title and ownership of such vehicles and equipment. Use of such vehicles and equipment by VWWOS shall be limited to duties and uses within the course and scope of this AGREEMENT. No VWWOS employee may use any of TOWN's vehicles for any personal uses, including commuting to the Project from VWWOS employees' homes.
- 1.7 VWWOS shall record all daily water & wastewater plant activities in a Log Book that is maintained at the WASTEWATER FACILITIES (Plant #2), and is made accessible to TOWN personnel 24-hours a day.
- 1.8 Subject to the provisions of the agreement, VWWOS will perform all maintenance and repairs for the FACILITIES covered under this agreement and submit a monthly accounting to TOWN, along with a detailed invoice of Maintenance and Repair expenditures for the FACILITIES.
- 1.9 The TOWN may deem it necessary for VWWOS to perform Additional Services under this Agreement and/or the current scope may increase. The awarding of Additional Services is at the TOWN's sole discretion. Upon determination of the needed service, the Parties shall agree upon a scope and additional compensation as outlined in Section 2.5.

## **Section 2. Compensation and Payment**

- 2.1 The TOWN shall pay to VWWOS an Annual Fee. For the first year of operation the Annual Fee shall be \$1,148,414.
- 2.2 The Maintenance and Repair Limit will be managed by the TOWN separately from the Annual Fee. VWWOS shall advise the TOWN of needed maintenance and/or repair needs but shall not be responsible for any damages caused by the TOWN's unreasonable delay in securing the required maintenance and/or repair.
- 2.3 The TOWN shall be entitled to a discount of one percent (1%) for each invoice paid within fifteen (15) days of the TOWN's receipt of the invoice.
- 2.4 Beginning on the second year of this AGREEMENT the Annual Fee shall adjusted on May 1 of each year during the term of this AGREEMENT using the formula set forth in Appendix C-7, but in no case shall exceed three percent (3%) per year of the prior year's Annual Fee. If the formula produces a negative number, the increase shall be deemed zero and in no event shall the fixed fee be reduced.
- 2.5 Upon the Town's awarding of Additional Services to VWWOS, the Parties shall negotiate an increase in the Annual Fee to reflect the price of the added scope or expanded scope.

**Section 3. Term of AGREEMENT and Termination**

- 3.1 Subject to the initial term of this AGREEMENT ("TERM") shall be sixty (60) months commencing on May 01, 2011 and continuing until April 30, 2016. Thereafter, the parties may mutually decide to extend or renew the AGREEMENT for one (1) or two (2) successive terms of sixty months (60) months each subject to approval by the TOWNS Board of Directors. If either party desires to renew the AGREEMENT, the party seeking to renew the AGREEMENT must notify the other party not less than ninety (90) days prior to expiration. If the parties mutually decide to renew the AGREEMENT, they must reach an agreement to do so not less than fifty (50) days prior to the expiration of the AGREEMENT.
- 3.2 TOWN may at its sole discretion terminate this AGREEMENT for its own convenience at anytime during the contract period. In such case the TOWN must notify VWWOS in writing a minimum of six (6) months prior to the termination date desired by the TOWN.
- 3.3 Upon the expiration, or termination due to VWWOS's material breach of this AGREEMENT, VWWOS will cooperate fully with TOWN in providing

information, training, and on-site assistance to TOWN or its designee responsible for continued operation of the FACILITIES.

- 3.4 If this AGREEMENT is terminated for any reason during the initial term, the TOWN shall pay VWWOS the unamortized costs incurred as detailed in Appendix C-6.
- 3.5 For the duration of this AGREEMENT, in the event of material breach by either party, providing that such dissatisfied party first provides written notice of such breach to the other party and such breach is not corrected within sixty (60) calendar days from the date of said notice, the dissatisfied party may terminate the AGREEMENT thereafter on seven (7) days written notice. The sixty (60) calendar day correction period may be extended by mutual agreement of both parties. The party receiving such notice shall be given this time as an opportunity to correct the breach; provided, however, that if said breach is not corrected within said time period, the AGREEMENT may be terminated.
- 3.6 Failure of either party to act upon a default shall in no way constitute a waiver by that party of such default. In the event of termination of this AGREEMENT for material breach by VWWOS, TOWN shall have the right forthwith to take possession of its FACILITIES, including vehicles, tools, parts, supplies, materials, computer software, and TOWN licenses (except VWWOS owned vehicles, computers, legally restricted computer software and other VWWOS owned equipment and materials) for the purpose of continuing the services for which VWWOS has agreed to provide and to preserve and protect the public health and safety. VWWOS shall cooperate with and assist TOWN or its designee in such takeover and immediately shall deliver possession of FACILITIES, to TOWN or its designee. VWWOS shall be compensated for performing any transition activities during takeover process that occur after the date of termination. In the event of termination of this AGREEMENT by VWWOS due to material breach by TOWN, VWWOS shall have all the remedies available to it under the laws of the State of California.
- 3.7 If VWWOS shall become insolvent at any time during the term of this AGREEMENT, or if proceeding in bankruptcy shall be instituted by or against VWWOS, or if VWWOS shall be adjudged bankrupt or insolvent by any Court, or if proceedings in bankruptcy shall be instituted by or against VWWOS, or if VWWOS shall be adjudged bankrupt or insolvent by any Court, or if a receiver or trustee in bankruptcy or trustee in bankruptcy or a receiver of any property of VWWOS shall be appointed in any suit or proceeding brought by or against VWWOS, or if VWWOS shall make an assignment for the benefit of creditors, then, and in each and every such case, this AGREEMENT immediately shall be subject to termination at the option of TOWN.
- 3.8 Upon expiration of the term of the AGREEMENT or the earlier termination of the AGREEMENT, the FACILITIES shall be in sound operating condition and in a

state of repair that is consistent with prudent use and maintenance during the term of the AGREEMENT in accordance with customary utility standards, reasonable wear and tear expected.

#### **Section 4. Ownership**

- 4.1 All of the land, buildings, FACILITIES, easements, licenses, rights-of-way, equipment, tools, parts, documents (whether written or stored electronically), computer software, materials, supplies, and vehicles currently: [a] owned by TOWN as a part of FACILITIES at the start of AGREEMENT, [b] subsequently added by TOWN or replaced/repaired/improved by VWWOS through its maintenance of FACILITIES, or [c] subsequently added by VWWOS through a change order or amendment to AGREEMENT shall be and remain the exclusive property of TOWN. The Computerized Maintenance Management System ("CMMS") installed by VWWOS during the term of this AGREEMENT is the proprietary intellectual property of VWWOS and shall at all times remain the property of VWWOS. Notwithstanding the foregoing, upon the conclusion of or termination of this AGREEMENT, the TOWN shall have a non-exclusive, irrevocable, paid in full, perpetual site license to utilize the CMMS, provided, however, that such license shall: (i) not be transferable by the TOWN to any successor operator of the Project (absent VWWOS prior written consent, which will not be unreasonably withheld VWWOS ); and (ii) shall be limited to use by the TOWN of the CMMS solely at the Project. Any use by the TOWN of the CMMS following the expiration or termination of this Agreement at the Project by the TOWN shall be at TOWN's sole risk and expense, and VWWOS shall have no liability therefore. VWWOS shall furnish TOWN with a serial number and other identifying information for each item of equipment with a value greater than \$1,000 and an estimated life greater than one year. VWWOS shall maintain and update a computerized inventory of such items.
- 4.2 Documents directly pertaining to laboratory data, operation records, maintenance records, operation procedures, maintenance procedures, including, where appropriate, reports, studies, memoranda and such other information related to these, as may be gathered by VWWOS in the performance of the duties set forth in the Scope of Services - whether written or stored electronically - shall be the property of TOWN and shall be available for inspection and use by TOWN or its designee at any time between 8 am and 5 pm, Monday through Friday and at such other times as may be mutually agreeable to TOWN and VWWOS. Other VWWOS correspondence, personnel records, internal communications, and confidential financial information shall remain the property of the VWWOS. VWWOS shall provide quantity and quality of laboratory services, parts and labor for any change in scope or operating parameters.

#### **Section 5. Indemnity, Liability and Insurance**

- 5.1 VWWOS agrees to hold harmless and defend TOWN, its Board of Directors, officers, agents, and employees from and against any and all claims, actions, liabilities, loss, damage or injury, including any of the foregoing by way of indemnification or contribution, including reasonable attorney's fees and legal costs, arising directly out of VWWOS's negligent activity, performance, operations, acts or omissions relating to VWWOS's duties, responsibilities and rights under the terms and conditions of this AGREEMENT.
- 5.2 TOWN agrees to hold harmless and defend VWWOS, its officers, agents, and employees from and against any and all claims, actions, liabilities, loss, damage or injury, including any of the foregoing by way of indemnification or contribution, including reasonable attorney's fees and legal costs, arising directly out of TOWN's negligent activity, performance, operations, acts or omissions relating to its duties, responsibilities and rights under the terms and conditions of this AGREEMENT
- 5.3 Neither the TOWN or VWWOS, nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.
- 5.4 VWWOS shall maintain workers compensation as prescribed by law and will maintain commercial general liability insurance, including umbrella coverage in an amount not less than ten million dollars (\$10,000,000). VWWOS shall also maintain auto liability insurance, for property damage and personal injury combined single limit of not less than one million dollars (\$1,000,000). The herein before mentioned policies of insurance (excluding workers compensation) shall include TOWN as an additional insured in respect to claims or liabilities to the extent caused by VWWOS work, operations and completed operations.
- 5.5 VWWOS shall also provide property insurance for loss or damage to the FACILITIES arising directly or indirectly out of VWWOS activity, performance, operations, acts or omissions under this Agreement, including loss of use/time element, in an amount not less than the full replacement cost for buildings, equipment, and personal property per the schedule of assets to be provided by TOWN. Sublimits for earthquake and flood perils will be allowed and evidenced on certificates of insurance. TOWN shall be included as an additional insured and loss payee as its interests may appear in FACILITIES, and such policy shall

contain a waiver of subrogation in favor of TOWN as respects claims covered or which should have been covered by valid and collectible insurance.

- 5.6 Copies of certificates of insurance evidencing such policies shall be provided to the TOWN and filed with the TOWN General Manager. A certified endorsement shall be attached to the insurance stating that coverage shall not be cancelled without at least thirty (30) days prior written notice, except ten (10) days notice for cancellation for non-payment of premium. In the event that any coverage required by this section is cancelled, VWWOS shall provide written notice to Town at VWWOS' earliest possible opportunity and in no case later than ten (10) working days after VWWOS is notified of the change in coverage. Failure of VWWOS to maintain required insurance policies shall be cause for termination.
- 5.7 VWWOS shall not be deemed to be in default if performance of the obligations required by this AGREEMENT is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident not resulting negligent activity, performance, operations, acts or omissions of VWWOS, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties, or Unforeseen Circumstances ("Force Majeure"). Upon occurrence of any such event, VWWOS shall operate FACILITY on a "best reasonable effort" basis and shall not be responsible for damages, fines, penalties, or claims resulting therefrom. If any additional expense more than \$1,000 is incurred by VWWOS hereunder, it shall be subject to a mutually agreed, negotiated change in price, which may be approved by the TOWN General Manager.
- 5.8 VWWOS shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring on or after May 1, 2011 that are a result of VWWOS's negligence. TOWN will assist VWWOS to contest any such fines in administrative proceedings and/or in court prior to any payment by VWWOS. VWWOS shall pay the cost of any such contest.
- 5.9 TOWN shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on TOWN and/or VWWOS that are not a result of VWWOS's negligence or are otherwise directly related to the ownership of the Project and shall indemnify and hold VWWOS harmless from the payment of any such fines and/or penalties. If it is determined that the Parties are jointly liable for any such fines or penalties, the parties shall proportion the amount to be paid.
- 5.10 To the fullest extent permitted by law and notwithstanding any other provision of this AGREEMENT, VWWOS' liability for performance or non-performance of any obligation arising under the AGREEMENT (whether arising under breach of contract, tort, strict liability, or any other theory of law or equity) including, but not limited to its indemnity obligations specified in this AGREEMENT, shall not exceed the aggregate total amount of ten million dollars (\$10,000,000.00) over the duration of the initial term and any renewal term, such



limit to be reduced over the term by any i) insurance proceeds received by the TOWN under the specified policies of insurance and the Agreement limits thereto as set forth in Section 5.4 of this Agreement.

## **Section 6. Assignment**

- 6.1 The rights and obligations of VWWOS created hereunder shall be assignable only upon the express written request of VWWOS and with the express written approval of TOWN; such approval shall not be unreasonably withheld or delayed.

## **Section 7. Subcontractors**

- 7.1 No subcontract may be entered into by VWWOS for the performance of more than 20% of the duties imposed upon VWWOS by this AGREEMENT without the prior approval of the TOWN General Manager. Should the TOWN General Manager approve such subcontract, the VWWOS shall continue to be primarily responsible for the performance of each and every term and condition of this AGREEMENT.

## **Section 8. General Provisions**

- 8.1 This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California. The venue of any action or proceeding arising out of this AGREEMENT shall be Contra Costa County, California.
- 8.2 All notices required or desired to be given hereunder to either party shall be effective if given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, by nationally recognized overnight delivery company, or by telecopy (with telephone confirmation of receipt), if addressed to the following addresses or numbers:

If to VWWOS:

Veolia Water West Operating Services Inc.  
Attn: President  
2300 Contra Costa Blvd, Suite 350  
Pleasant Hill, CA 94523  
Phone: 925-771-7207  
Fax: 925-681-0236

If to TOWN:

Town of Discovery Bay CSD  
General Manager  
1800 Willow Lake Rd  
Discovery Bay, CA 94505  
Phone: 925-634-1131

Any party may change its address for the purpose of this Section by giving written notice of such change in the manner required by this Section. Notices delivered by personally or by telecopy (with telephone confirmation of receipt) shall be deemed given as of actual receipt. Mailed notices shall be deemed given as of three (3) days after mailing. Notices given by overnight delivery company shall be deemed given as of the date and time of delivery indicated on the delivery company's receipt.

- 8.3 Neither VWWOS nor its parent corporation, employees, officers or representatives have any interest, nor will they directly or indirectly acquire any interest that will conflict with the performance of the responsibilities of VWWOS provided for in this AGREEMENT and that VWWOS, its parent corporation, employees, officers and representatives will comply with all national, state and local laws, statutes, regulations, and ordinances in performing the responsibilities provided for in this AGREEMENT.
- 8.4 The parties agree that in the event that any paragraph or provision of this AGREEMENT is determined by a court to be invalid or unenforceable, all other provisions of the AGREEMENT shall remain valid and in full force and effect unless such change substantially alters the nature of the AGREEMENT for either party.
- 8.5 The parties agree that this AGREEMENT and its appendices constitute the entire AGREEMENT between both parties and may be modified only by written AGREEMENT signed by both parties.
- 8.6 If a claim or a dispute arises between the parties under this Agreement or the performances of any obligations set forth herein, the parties agree to endeavor in good faith to resolve such claim or dispute equitably through negotiation. If such negotiation fails, either party may request non-binding mediation to resolve such claim or dispute before having recourse to the courts. The non-requesting party may decline such request in its sole discretion. Notwithstanding the foregoing, prior to or during negotiation or non-binding mediation, either party may initiate a legal proceeding to resolve any claim or dispute arising under this Agreement or the performance of any obligations set forth herein.
- 8.7 In the event of litigation by either party to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorneys' fees directly attributable to the litigation, in addition to any other relief to which the party may be entitled
- 8.8 Pursuant to California Code, Business and Professions Code, Division 3, Chapter 9, Article 2, Section 7030 (a), every person licensed pursuant to this chapter shall

include the following statement in at least 10-point type on all written contracts with respect to which the person is a prime contractor:

“CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILLED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10-YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 26000 SACRAMENTO, CA 95826”

IN WITNESS WHEREOF, TOWN and VWWOS have executed this AGREEMENT on the day and year first written above.

Veolia Water West Operating Services,  
Inc.

Town of Discovery Bay  
Community Services District,  
political subdivision of the  
State of California

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Kevin Graves, President

Approved as to Form:

By: \_\_\_\_\_  
Daniel J Schroeder  
Counsel

## APPENDIX A

### DEFINITIONS (AGREEMENT AND APPENDICES)

- A.1 "Adequate Nutrients" means plant influent nitrogen, phosphorus and iron contents proportional to BOD<sub>5</sub> in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one-half (0.5) part iron for each one hundred (100) parts BOD<sub>5</sub>.
- A.2 "Annual Fee" means a predetermined, fixed sum for VWWOS services. The Annual Fee includes Cost and profit.
- A.3 "Biologically Toxic Substances" means any substance or combination of substances contained in the plant influent in sufficiently high concentration so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of TOWN's Certificate of Approval. Biologically toxic substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides and herbicides.
- A.4 "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Hundred Dollars (\$500.00); or (2) major repairs which significantly extend equipment or facility service life and cost more than Five Hundred Dollars (\$500.00) or (3) expenditures that are planned, non-routine and budgeted by TOWN.
- A.5 "Cost" means all direct Cost and indirect cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.6 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by VWWOS to maximize the service life of the equipment, sewer, vehicles and facilities.
- A.7 "Maintenance and Repair Limit" means the total Maintenance and Repair expenditures provided under Section 2.2. Such expenditures exclude any labor costs for VWWOS staff assigned to the Project. VWWOS specialized maintenance personnel, not assigned at the Project, who provide such specialized services such as, but not limited to, vibration, thermographic and electrical analyses, instrumentation maintenance and repair will not be charged to the Maintenance and Repair Limit and will be charged only if services are in connection with Capital Expenditure work or per special request by the TOWN.
- A.8 The "Project" means all equipment, vehicles, grounds, rights of way, sewers and facilities described in Appendix B and, where appropriate, the management, operations and maintenance of such.

- A.9 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, vehicles or facilities or some component thereof.
- A.10 "Unforeseen Circumstances" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, province, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, province or governmental body, (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of VWWOS; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

## APPENDIX B

### DESCRIPTION OF PROJECT

VWWOS agrees to provide the services necessary for the management, operation and maintenance of the following:

- a. All equipment, vehicles, grounds and facilities now existing within the present property boundaries of or being used to operate TOWN's Treatment facilities located in Discovery Bay, CA at:

Wastewater Treatment Plant #1  
2500 Channel Road

Wastewater Treatment Plant #2  
17501 Highway 4

Willow Lakes WTP  
1800 Willow Lake Road

Newport WTP  
1800 Newport Drive

- b. All equipment, grounds and facilities now existing within the present property boundaries of pumping stations described as follows:

Lift Station "A" – Located between 4810 & 4820 Discovery Point

Lift Station "C" – Corner of Willow Lake Rd and Beaver Lane

Lift Station "D" – Next to 750 Discovery Bay Blvd.

Lift Station "E" – Corner of Discovery Bay Blvd and Cabrillo Pt

Lift Station "F" – Corner of Willow Lake Rd and Riverlake Rd

Lift Station "G" – Corner of Willow Lake Rd and Starboard Dr.

Lift Station "H" – End of Marina Rd.

Lift Station "J" – Corner of Clipper Dr and Windward Pt

Lift Station "R" – Corner of Newport Drive and Beacon Pt

Lift Station "S" – North Edge of Regatta Park – Foghorn Way

Newport Lift Station. - Corner of Newport Dr and Slifer Dr.

Lakeshore Lift Station - End of Yosemite Way

Lakes Lift Station – End of Fernridge Circle

Lakes 4 Lift Station – End of Pine Hollow Circle

Bixler Lift Station – South end of Old River Elem School.

Golf Valve Station – Corner of Channel Rd and Hwy 4

- c. The existing wastewater collection system consisting of approximately 49 miles of gravity sewers and force mains, 24 air relief valves and the existing manholes in service on the effective date of this Agreement.
- d. The existing water distribution system consisting of approximately 49 miles of water lines ranging in size from 6 to 16 inches and approximately 1,200 valves in service on the effective date of this Agreement. (Note: All backflow program associated tasks, water meter O&M and reading as well as all fire hydrant maintenance remains with the TOWN.).
- e. All equipment, grounds and facilities now existing within the present property boundaries of the water wells described as follows:

Well #1  
1037 Discovery Bay Blvd

Well #2 (no physical address)  
Adjacent to 1535 Discovery Bay Blvd

Well #4A  
1800 Newport Drive

Well #5 (no physical address)  
Adjacent to 2400 Newport Drive

Well #6  
1800 Willow Lake.

- f. All generators and rolling stock described as follows:

Year	Portable Equipment	Horse Power	Fuel Type	Vin #	License #
1999	Caterpillar Forklift GP30 K (6000-lb)		Propane	AT13E30402	n/a
1999	Energy Generator 350KW (Well #5)		Diesel	1E9AB17ZZX1231016	SE481328
1999	Gorman Rupp Pump (Trash Pump)	30hp	Gas		1153697
2000	Mighty Mover Multiquip Generator 60KW #1	77hp	Diesel	4AGDU1224YC033261	1306775
2001	Whiteman Multiquip Generator 60KW #2	77hp	Diesel	4GNFU12251B006567	1306759
2003	GEHL CTL-60 Track Loader	67hp	Diesel	21300998	n/a
2004	PJ Trailer Mfg. Dump Hauler	N/A	N/A	4P5DT102041062276	954074
2005	Forest River Emergency Utility Trailer	N/A	N/A	5NHUVH0176T604000	1167686
2005	Texas Bragg Landscape Utility Trailer	N/A	N/A	17XFB101X51055624	4GP7317
2005	Universal UTT460 Pressure Washer Trailer	13hp	Gas	1U9BU14265C088120	954075
2005	Universal UTS000 Trash Pump Trailer	11hp	Gas	1U9BU11185C088129	954076
2005	Cummins Multiquip Generator 150KW (Newport LS)	364hp	Diesel	4AG3U23285C039608	1306758
2006	Hull Fuel Tank w/Trailer (Diesel Fuel only)	1/4hp	Electric	D8595	1306774
2006	Texas Bragg Equipment Trailer (16-ft)	N/A	N/A	17XFF202861064424	954088
2006	Texas Bragg 6x10MC - Cal-Trak Trailer	N/A	N/A	17XFM101261066855	1358832
2007	C&D Multi-Quip Generator 132KW @ Plant 1	N/A	Diesel	5SLBG15277L002237	1306757
2008	Multiquip WhisperWatt 45 Ultra Silent	56.7hp	Diesel	4GNFU122X8B024444	1284819

Year	Vehicles	Horse Power	Fuel Type	Vin #	License #
1995	International F82 Truck w/Conveyor (Bio-solids)	N/A	Diesel	1HSHGALR8SH639253	1169787
2006	Chevy / Jomac Utility Truck (Boom Truck)	N/A	Diesel	1GBE5C1226F433550	1217613
2008	Aquatech Combination Cleaner-Vac Truck	N/A	Diesel	1HTWGAZT98J577675	1310628

- g. The facilities as defined above shall include minor improvements and additions to the facilities as is typical for continuous improvements in reliability and process performance. Such minor additions shall not result in an increase in the Annual Fee to VWWOS. New facility additions or expansions that significantly increase the work requirements for VWWOS and cannot be accommodated within the contracted staffing levels shall require a modification of the Annual Fee to VWWOS in the amount of the actual cost to perform the additional services.



h. General Scope of Services

The following are the scope of services applicable to this Agreement.<sup>2</sup>

**4.1 General Scope of Services**

- 4.1.1 Contractor shall operate, maintain and monitor the Project on a 24-hour per day, seven-day per week schedule, using the Town's existing alarm system (SCADA) to notify operators of need for immediate attention. The alarm system automatically forwards notice of emergency until response is made.
- 4.1.2 Contractor shall provide an emergency telephone number to the public, the Town and other as-needed local agencies for after hours contact to on-call personnel, to ensure prompt handling of any problem. On-call personnel shall respond within one (1) hour of all calls for incidents that cannot be resolved over the phone.
- 4.1.3 Contractor's business office shall be open, at a minimum, during the same hours and on the same business days as those observed by the Town, or as mutually agreed upon to reflect local custom and practice.
- 4.1.4 Contractor shall be responsible for all Maintenance and Minor Repairs for the Project. Contractor shall purchase materials and services necessary to perform the scope of work directly or through the Town's purchasing system.
  - 4.1.4.1 "Minor Repairs" means any repair's costing less than \$500 per repair, replacement of belts, lubrication, removal of pumps to de-rag, replacement of chemical pumps purchased by the Town, various electrical services, etc. Contractor shall be responsible for all repairs, regardless of cost, for contractor's negligence, or lack of maintenance performed on Town owned equipment.
- 4.1.5 TOWN shall furnish all electricity, water, bulk process chemicals and generator fuels for all facilities. Contractor shall operate facilities in an energy and chemically efficient manner.
- 4.1.6 (Reserved)
- 4.1.7 Contractor shall maintain all facilities with a neat and clean appearance. All weeds and trash shall be regularly removed from all sites and equipment, tools, and Town assets properly stored. Town shall provide weed control at Wastewater Plant 1 and Plant 2.
- 4.1.8 Contractor shall maintain and continuously update the Town's Computer Maintenance Management System (CMMS). The current system is Jobs Plus.

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<sup>2</sup> All numbering under subsection "h" begins with 4.1. This numbering system was used in the original Request for Qualifications and the parties have elected to not change that numbering sequence here for purposes of convenience.

- 4.1.9 Contractor shall maintain and continuously update the Town's collection and distribution system GIS system. The system current GIS system is through INFONET.
- 4.1.10 Contractor shall provide its own staff communication system and vehicles to complete work within the Town.
- 4.1.11 Contractor shall provide its own computers and software for plant operations, permit monitoring and compliance, daily reports, normal office functions, and monthly reporting to the Town and the State Board.
- 4.1.12 Contractor shall utilize Town-provided computers and software systems for the SCADA system, the CMMS system, and the INFONET GIS system, unless otherwise approved by the Town.
- 4.1.13 Contractor shall assist the Town in creating and/or revising ordinances with regard to utilities operation responsibilities.
- 4.1.14 Contractor shall submit its list of recommended Capital Expenditures in conjunction with the Town's budget preparation process for the next fiscal year, or as requested by the Town. If approved, the Town will make arrangements for the design and construction of said improvements. Contractor shall not be relieved of its responsibility to perform the services required as per the Scope of Service if the recommendations are not implemented. However, improvements needed to meet water quality requirements, prevent damage or injury, or are necessary to meet federal, state or local laws rules or regulations for the safety of persons in or about the facilities shall not be optional for the Town.
- 4.1.15 Contractor may be asked for and preparation of information necessary to submit grant applications, loan requests and/or bond issues pursued and authorized by the Town. Contractor shall provide operational data as necessary for design and construction of systems improvements.
- 4.1.16 Town will manage Backflow and Cross-Connection Program.
- 4.1.17 Contractor shall provide technical and operational support in relation to any new or existing utility infrastructure plans, including but limited to plans, specifications, and/or contract review. Contractor shall be responsible for providing appropriate personnel to attend design review and pre-construction/construction meetings as needed.
- 4.1.18 In cases where an emergency or urgency to protect life, property, and the environment occurs; the Contractor shall act immediately to preserve life and property and the environment. The contractor shall purchase goods and services as necessary and shall submit vouchers with documentation for payment by the Town for such services and goods, and maintain records, which shall be available

for audit at request of the Town. Where responsible for payments of services and materials, Contractor shall satisfy debts in a timely manner.

- 4.1.19 Contractor shall maintain in a good condition the Town's operating equipment, buildings, materials, supplies, documents, manuals, specification copies and shall duly account to the Town as a fiduciary thereof for those possessions until the time the Town assumes the responsibilities relating to the respective function for which the property was utilized by Contractor. Contractor shall report to the Town the status and conditions of its properties in the quarterly report. Contractor shall assist the Town in the enforcement of warranties, guarantees, and licenses with timely notification of equipment failures.
- 4.1.20 Contractor shall implement the Town's current CMMS. Contractor shall provide monthly reports to the Town regarding operational activities, non-routine maintenance expenditures, outstanding work orders and the days outstanding.
- 4.1.21 Contractor shall organize, set up, and implement a central store for the purpose of controlling inventory used in the maintenance and operations of the project, water, and wastewater. All inventories shall be tracked through the CMMS as goods received and goods expended by work order activities. Contractor shall provide statistics of these activities in a quarterly report to the Town.
- 4.1.22 The CMMS system currently has work orders identified to date for maintenance of the facilities. However, the asset management and inventory tracking portion of this program is currently not populated with information. Contractor shall conduct an inventory of existing Town assets and inventory items with the Town and enter the information into the CMMS system within 6 months of taking over operations. The Contractor shall continuously track, update, and maintain the Town's assets and inventory as part of the CMMS.
- 4.1.23 Contractor shall provide personnel dedicated to the activities of 4.1, 4.2, 4.3, 4.4, 4.5 & 4.6.
- 4.1.24 Contractor shall assist the Town in submitting information on all major maintenance and capital improvements needed for the next fiscal year.
- 4.1.25 Contractor shall annually provide detail analysis of the Town's infrastructure needs of repair or replacement to provide a priority listing and cost estimates to justify any budget request for the reported needs. A summary report shall be provided to the Town by March 31<sup>st</sup> of each Calendar year.
- 4.1.26 Contractor shall be familiar with and maintain existing Federal, State, and Local permits required to operate the Town's Water System. Contractor shall make the Town aware and assist the Town in acquiring any new Federal, State, or Local permits required to operate the Town's Water System.

- 4.1.27 Contractor shall keep copies of all correspondence to and from regulatory agencies with regard to the operation and maintenance of the Project. Such records shall become property of the Town and shall include, but not be limited to NPDES reporting requirements, and various other State of California reports.
- 4.1.28 Contractor shall ensure sufficient staffing levels of qualified personnel at all times to perform the required duties.
- 4.1.29 The Town has a history of power failures and poor power quality from PG&E. The treatment, distribution, and collection facilities are designed to automatically return to operation after power failure events. However, there have been many instances where equipment did not come back into service after a power failure. This has resulted in NPDES violations. To prevent further instances, the Contractor shall physically inspect all District facilities within 2 hours after a power failure and ensure that all equipment, instrumentation, and the SCADA system are working properly.
- 4.1.30 The TOWN shall provide VWWOS, within a reasonable time after request and on an "as available" basis, with the temporary use of any piece of TOWN's heavy equipment that is available so that VWWOS may discharge its obligations under this Agreement in the most cost effective manner.
- 4.1.31 TOWN shall continue to maintain all owner permits including federal, state and local permits required to operate the Project and associated TOWN facilities.
- 4.1.32 Contractor shall perform maintenance as follows for all facilities.
- 4.1.32.1 Contractor shall perform all preventative maintenance listed in equipment operations and maintenance manuals and the Town's facility operation and maintenance manuals at contractors cost. This includes lubrications, belt replacements, mechanical and electrical equipment cleaning, pumping packing, flush water, weir cleaning, pump rotation, etc. A detailed preventative maintenance schedule with specified equipment, PM tasks and task frequencies will be developed within 90 days of inception of the contract. Said schedule will be mutually agreed on between the TOWN and Contractor.
- 4.1.32.2 A detailed routine maintenance schedule with specified equipment, RM tasks and task frequencies will be developed within 90 days of inception of the contract. Said schedule will be mutually agreed on between the TOWN and Contractor. Contractor shall track and manage the routine maintenance and equipment troubleshooting and repairs of all Town facilities, equipment and buildings with the Town's CMMS system. This system has a priority assigned to all work order items. Work order items have been assigned a priority based on a criticality review conducted by the existing operations staff. The review assigns a priority from 1 to 24 with 24 being the highest priority for completion. The Contractor shall complete all work orders within

the following time frames. The Town will periodically review equipment prioritization with the Contractor as needed.

- Priority 20 to 24: 24 hours
- Priority 15 to 19: 1 week
- Priority 10 to 14: 30 days
- Priority 5 to 9 : 60 days
- Priority 1 to 4 : 90 days

- 4.1.32.3 If equipment, instrumentation, vehicles, instrumentation, or the SCADA system are not functioning properly, Contractor shall perform industry standard troubleshooting as outlined in the equipment operations and maintenance manuals and the Town's facility operations and maintenance manuals. This includes checking circuit-breakers to make sure equipment has power along with other troubleshooting tasks.
- 4.1.32.4 If after troubleshooting, equipment or systems are deemed to be in need of repair or replacement, Contractor shall manage the repair or replacement process. Contractor shall obtain quotes from vendors and subcontractors for inspection, diagnostic, repair and replacement as needed. The cost of repair or replacement shall be paid for by the Town. Contractor shall obtain approval from the Town prior to initiating repairs. The Town may request Contractor obtain additional quotes if repair costs are deemed too high. All repair costs shall be directly paid for by the Town without markup from Contractor.
- 4.1.33 In the event the Contractor fails to perform any obligation set forth in this Agreement, in a timely manner, the Town shall notify the Contractor of the issue with a reasonable date to remedy the situation. If the Contractor fails to perform services by the provided date, the Town may at its option independently obtain bids for the performance of the service. In such cases, the Town may withhold the cost of such services from monthly payments to the Contractor. Costs withheld may include the reasonable time and materials for Town personnel as well as the costs attributable to outside contractors.

## **4.2 Water Operations Management**

### **4.2.1 Water Production**

- 4.2.1.1 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.
- 4.2.1.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.

- 4.2.1.3 Contractor shall test the water and maintain chlorine residuals throughout the Town. Additionally, the water shall be sampled and confirmed acceptable for consumption per state and federal requirements. Contractor to ensure testing is being properly performed.
- 4.2.1.4 Contractor has no responsibility for the quality of water received from the wells, but is responsible for providing additional treatment to allow safe drinking water being delivered to customers, if such is possible using equipment and chemical treatment systems provided by the Town.
- 4.2.1.5 Contractor shall operate, maintain, and make minor repairs to the Town's municipal water wells, booster pumps, electrical equipment, and all equipment necessary to produce safe drinking water for the customers of Discovery Bay CSD. Contractor shall ensure that all water produced for drinking shall meet or exceed all federal, state, and local laws regulating the quality of safe drinking water through regular and required laboratory analysis. Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and Capital Expenditures needed to provide a safe and sufficient supply of water for all current and planned customers.
- 4.2.1.6 Contractor shall operate, manage and perform required maintenance along with minor repairs on the Town's water wells, water storage tanks and treatment facilities and shall immediately notify the Town when specialized maintenance, repairs, rework appears to be required, and shall coordinate repairs on the Town's behalf.
- 4.2.1.7 Contractor shall annually certify or calibrate all flow meters and repair and replace meters as necessary. The TOWN will reimburse the Contractor for costs associated with annually certifying or calibrating all flow meters and repairing and replacing meters
- 4.2.1.8 Contractor shall provide standby personnel for emergencies involving the Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for emergencies regarding water production and distribution, and in no event later than one (1) hour after being notified of such incidents. Contractor shall notify the Town of such events.

#### 4.2.2 **Water Distribution**

- 4.2.2.1 Contractor shall operate and maintain the Town's water transmission and distribution systems and air release valves. Contractor shall

diligently respond to all service calls for water leaks, breaks, or emergencies regarding water production and distribution, and in no event later than one (1) hour after notifying Town of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.

- 4.2.2.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.2.3 Contractor shall clean/flush twenty-five percent (25%) of water system lines annually. Contractor shall track the water volume used to conduct this service as part of the annual water use accounting. The entire water distribution system shall be cleaned within four-years, unless directed by the Town otherwise.
- 4.2.2.4 All distribution valves shall be operated at a minimum of once per year with the date of operation recorded for future reference. Each valve shall be verified to be left in proper operating position and in working condition. As part of this annual "operation", a geographic positioning system (GPS) reading shall be taken. The GPS location data shall be entered into the Towns GIS system (INFONET) monthly. If the valve box is not properly aligned over the valve, the Town should be made aware of this, so valve box can be scheduled for repair. On paved roads, where valve boxes that are sitting too low, the Town should be made aware of these for future repairs.
- 4.2.2.5 Contractor shall notify the Town and may be asked to manage emergency and other water line repairs unless otherwise directed by the Town
- 4.2.2.6 Contractor shall provide technical and operational water information (non-engineering) on an annual basis or as needed for grant, loan, and bond application preparation efforts of the Town.
- 4.2.2.7 Contractor shall assist Town on locating water mains for USA-markings (underground locating) when asked to assist. For the most part, the Town will be responsible for the USA-markings.
- 4.2.2.8 All water mains and service line installations and most service and water main repairs will be completed by an Town's contractor.

#### 4.2.3 Wastewater Collection

- 4.2.3.1 Contractor shall operate, maintain, and make minor repairs to the Town's wastewater collection systems, including mains, force mains, and lift stations. Contractor shall diligently respond to all service calls for wastewater line stoppages, overflows, breaks, odors or emergencies regarding wastewater collection and treatment, and in no event later than one (1) hour after being notified of such incidents. Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall be responsible for training of personnel to maintain their certification and improve their knowledge.
- 4.2.3.2 Contractor services in this function shall specifically include, but not be limited to the activities described below.
- 4.2.3.3 Contractor shall enter, open hatches, and physically inspect all lift stations for any irregularities, perform other checks, and change pump lead lag sequences a minimum of once per week.
- 4.2.3.4 Contractor shall inspect for proper operation and clean air relief valves as necessary a minimum of once every quarter.
- 4.2.3.5 Contractor shall annually clean, inspect and video twenty-five percent (25%) percent of sanitary gravity wastewater lines. Contractor shall work with the Town to determine the priority of the gravity wastewater lines needing to be cleaned. Contractor shall also inspect manholes for corrosion, deterioration, leaks, proper flow, sand accumulation, coating, depressions and notify Town of any deficiencies. A geographic positioning system (GPS) reading shall be taken on each manhole inspected. Contractor shall televise the identified trouble spots in the system and note service lateral connection locations. This shall ensure that all blockages, sources of odors or breaks have been cleaned or identified. Consideration of the location and traffic control shall be given to determine the best time to perform the work. In addition, direction of flow in the sewer system shall be considered to reduce the potential for damage from water being forced back up the homeowners' service line and into their residence. Contractor shall assist Town with any sewer main repair work when requested.
- 4.2.3.6 The Town uses the INFONET GIS system for management of the collection system. The contractor shall maintain and update all collection system activities into the INFONET system for proper tracking. This includes maintenance activities, pipe replacement, manhole assessments, sewer calls, blockages, cleaning activities, electronic video inspections, and overflow incidents. Contractor shall provide a qualified person to maintain system records and drawings on the Town's GIS system.



- 4.2.3.7 Contractor shall provide updates for record keeping and documentation of record drawings associated with the wastewater collection and treatment system, and repairs, maintenance, and construction. Updates shall be submitted to the Town's engineering staff for recording at a minimum of once per month.
- 4.2.3.8 Removal of blockage in the wastewater collection lines shall occur only within public easements or as directed by the Town. The cleaning of house laterals on private property shall not be the Contractor's responsibility unless there is a circumstance where the private property line problem may have been caused by Contractor performance of their duties on the Town's system.
- 4.2.3.9 Leaks in manholes shall be reported to the Town for evaluation and needed repairs.
- 4.2.3.10 When a lift station alarm condition occurs, the SCADA system is designed to notify plant operators. If the alarm is sounded during normal work hours, a crew shall be dispatched immediately to diagnose and correct the problem. After normal hours, the on-call person notified by the SCADA system shall proceed to the area within one hour to diagnose and repair the problem. All efforts shall be expended to prevent, or minimize, any spills or overflows.
- 4.2.3.11 Twice a year, Contractor shall conduct lift station operation evaluations of all lift stations via SCADA, flow meters, operations logs, and pump run times. Pump run times, proper pump rotation, total pump station flow (if available), will be compared to the previous 6 months to determine if excessive pump run times, on-off cycles, or abnormal flow conditions are occurring. A summary report stating the station is operating normally or abnormally shall be provided to the district twice a year. A similar evaluation shall also be made after major repairs or replacements of pumps at an individual lift station. Cost associated with this work, is the responsibly of the Contractor.
- 4.2.3.12 Contractor shall exercise generators on a monthly basis under load conditions to assure proper operation when needed for emergencies.
- 4.2.3.13 Contractor shall set up a program that identifies which lines are repetitive problem areas, such as sag lines, and provide appropriate cleaning as necessary. This information shall be entered and maintained in the INFONET GIS system.
- 4.2.3.14 Contractor shall actively pursue operations that reduce the generation of odors in collection system, lift stations and wastewater treatment plants.
- 4.2.3.15 Contractor shall provide technical and operating wastewater system information (non-engineering) for operations, grant, loan and bond application

preparation efforts of the Town.

- 4.2.3.16 Contractor shall prepare correspondence for submission to federal, state and local regulatory agencies in response to sanitary sewer overflows and any other inquiries about the system.
- 4.2.3.17 Contractor shall develop and maintain a crew for emergency operations and minor repairs of all aspects of the Wastewater Collection System when needed.

#### 4.2.4 **Wastewater Treatment**

- 4.2.4.1 Contractor shall operate, maintain, and make minor repair's to the Town's wastewater treatment facilities and all equipment necessary to produce safe and properly treated wastewater effluent that meets or exceeds all federal, state, and local laws regulating the quality of discharged effluent for reuse in irrigation systems or discharge to permitted receiving waters.
- 4.2.4.2 Contractor shall be responsible for reporting in writing to the Town and through the annual budget process, any and all major maintenance and capital improvements it believes are needed to provide a proper and sufficient wastewater treatment system for all current and planned customers of the Town.
- 4.2.4.3 Contractor shall provide properly certified employees as required by federal, state, and local laws to provide leadership of crews for proper decision making in performing their tasks. Contractor shall provide training opportunities for employee certification maintenance and knowledgeable improvements.
- 4.2.4.4 Contractor shall provide labor for the collection, hauling, testing, and storage of biosolids at wastewater treatment plant No. 2. It shall be Town's responsibility to properly dispose of all byproduct waste generated by the Town. Contractor shall track and manage disposal activities for the Town per EPA 503 and the Town's EPA 2S permit, including sludge, metals, and nitrogen loading rates and total tons disposed. It shall be the sole right and responsibility of Town to designate, approve or select disposal sites to be used by Town for Town's waste materials. All waste, byproduct treated, generated during Contractor performance of services is and shall remain the sole and exclusive property of Town. All manifests or other documentation required for disposal of Waste shall be signed by or in the name of the Town.
- 4.2.4.5 Contractor shall provide standby personnel for emergencies involving the Waste Water System twenty-four hours/seven days a week as needed. Contractor shall diligently respond to all service calls for emergencies regarding all aspects of waste water, and in no event later than one (1) hour

after being notified of such incidents.

#### 4.2.5 **SCADA**

- 4.2.5.1 The Town's current SCADA system is based on typical industrial instrumentation, dedicated controllers, Modicon PLCs and RsView 32 SCADA software located at various facilities with radio communication to remote facilities. The SCADA system is provided as a tool by the Town to assist the Contractor in operating the facilities. However, the SCADA system is periodically down for service, power outages, faulty instruments, and faulty communication. The Contractor is still responsible for all proper operation of all facilities if the SCADA system fails.
- 4.2.5.2 Contractor shall provide personnel with experience and knowledge to provide normal maintenance and troubleshooting of the SCADA system, hardware and software.
- 4.2.5.3 Contractor may implement new programming, hardware, and communication to the existing SCADA system to assist in operation of facilities, with approval from the Town. Such changes shall be made at Contractors cost. All additional SCADA devices shall be programmed in the same protocol of the Town's existing SCADA system. Complete documentation and the latest program shall be updated and kept on file with the Town. The Town will pay for SCADA upgrades to accommodate new systems and facilities.

#### 4.3 **Emergencies**

- 4.3.1 Emergencies within Contractor's capabilities should be resolved in a timely manner.
- 4.3.2 In any emergency affecting the safety of persons or property, Contractor shall act without written approvals, at Contractor's discretion, to prevent threatened damage, injury or loss of life.

#### 4.4 **Laboratory Testing**

- 4.4.1 Contractor shall provide for laboratory testing and sampling presently required for plant performance and for water quality portions of all local, state and federal permits, rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees. This includes the cost of additional testing to verify permit conditions or re-testing as a result of non-compliance issues.
- 4.4.2 Additional testing and sampling requested by the Town or other regulatory entities shall be coordinated with Contractor, and costs shall be paid by the Town

or other designated party.

- 4.4.3 The Town may require confirmation analyses of drinking water and effluent to be performed by an independent laboratory for quality control of in-house test results, at its own expense.

#### 4.5 Hazardous Waste

- 4.5.1 Any hazardous waste generated by Contractor, e.g. used oil, UV Lamps, etc., in any of its activities shall be disposed of by Contractor, in accordance with applicable federal and state laws.

#### 4.6 Reporting Requirements

- 4.6.1 Contractor shall provide the Town with reports describing certain information on a periodic basis that will assist the Town and Contractor in managing the utilities. The reports shall inform the Town's Governing Body, and general public. Types, frequency, content, and format of the required reports are listed and described below. Reporting requirements are subject to change as needed for providing information of the utilities system operations, historical data for future needs, and capital project planning. All reports shall be in summary format with detailed information available upon request by the Town. Listed below are examples of reports that are required. The listing is not inclusive and shall be changed as needed with concurrence by the Town and Contractor.

The reports on the Water Service function shall provide quantitative and financial information monthly as follows:

##### Water Service

- Number of active and inactive wells.
- Number of gallons of water produced.
- Chemical usage.
- Bacteriological testing results.
- Training hours: safety, operations, equipment, and software.
- Provide names of the actual personnel trained and hours attended.
- Fire hydrant flushing.
- Customer inquiries.
- Maintenance report: corrective and preventive maintenance
- Number of personnel hours: regular, overtime, compensatory time, on-call responses, and emergencies.
- Current and planned project status.

The Reports on the Wastewater Service function shall provide quantitative and financial information monthly as follows:

##### Wastewater Service

Number of active and inactive lift stations.  
Number of gallons of wastewater treated by plant.  
Chemical usage.  
Laboratory analysis results, summary.  
Training hours: safety, operations, equipment, and software.  
Provide names of the actual personnel trained and hours attended.  
Sanitary sewer overflows.  
Customer inquiries.  
Maintenance Report: corrective and preventive maintenance.  
Current and planned project status.

## APPENDIX C-1

### NPDES PERMIT AND PROJECT CHARACTERISTICS WASTEWATER TREATMENT

- C.1 VWWOS will operate so that effluent will meet the requirements of NPDES permit No. R-2008-0179\_ (issued on 4 December 2008 and effective on 23 January 2009) a full and complete copy of which is adopted by reference herein as of the date hereof. VWWOS shall within the design capabilities and capacities of the WWTPs be responsible for meeting the effluent quality requirements of the Permit unless one or more of the following occurs: (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into TOWN's sewer system violate any or all regulations as stated in TOWN's Industrial Water and Sewer Ordinance(s) or as required by law; (3) the flow or influent BOD<sub>5</sub> and/or suspended solids exceeds the Project design parameters which are 2.1 million gallons of flow per day, 3,500pounds of BOD<sub>5</sub> per day, 3,678 pounds of suspended solids and a daily peaking factor of 2.5 times flow and 1.5 times BOD and 1.5 times TSS; (4) if the Project is inoperable or can operate only at a reduced capacity on account of construction activities, fire, flood, adverse weather conditions, labor disputes or other causes beyond VWWOS control.
- C.2 In the event any one of the Project influent characteristics, suspended solids, BOD<sub>5</sub> or flow, exceeds the design parameters stated above, VWWOS shall return the plant effluent to the characteristics required by NPDES in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then VWWOS will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

- C.3 VWWOS shall not be responsible for fines or legal action as a result of discharge violations within the period and any subsequent recovery period that (1) influent exceeds design parameters; or (2) does not contain Adequate Nutrients; or (3) contains Biologically Toxic Substances; or (4) is inoperable.



## APPENDIX C-2

### PROJECT CHARACTERISTICS WATER TREATMENT

C.1 The Project has the following design characteristics:

A capacity of 9-MGD of finished water production with ability for chemical additions and filtration. The Project has the capability for post treatment by chlorination.

C.2 VWWOS will operate the Project so that water treated will meet the current Drinking Water Standards.



### **APPENDIX C-3**

## **WASTEWATERTREATMENT PLANT AND WASTEWATER COLLECTION SYSTEM**

### **Scope of Service**

1. VWWOS will maintain the collection system via hydraulic jetter cleaning of the system at a minimum of 25% per year (12.25 miles per year) over the Term. Simultaneous with these cleaning efforts the related manholes will also be inspected,
2. VWWOS will develop a Hot-Spots listing of trouble areas of the collection system and will maintain those areas on a more frequent basis as needed than the normal 4 year cleaning cycle.
3. VWWOS shall prepare regulatory correspondence related to any sanitary sewer overflows
4. VWWOS shall inspect all collection system force main air relief valves a minimum of once each quarter and shall clean and internally inspect all air relief valves a minimum of once each year.
5. VWWOS shall enter and physically inspect all lift stations a minimum of once each week and shall perform detailed evaluations of the lift station functionality and condition and provide a related report to the TOWN a minimum of twice per year.

**APPENDIX C-4**

**DRINKING WATER TREATMENT PLANT AND DRINKING WATER  
DISTRIBUTION SYSTEM**

Scope of Service

- (a) VWWOS will maintain the distribution system valves via exercising of the approximately 1,100 distribution system valves a minimum of once per year.
- (b) VWWOS will develop a water quality based flushing schedule for all dead ends and trouble spots and will perform the related flushing based on the schedule developed.

## APPENDIX C-5

### SCOPE AND SERVICES

1. The TOWN shall keep in force all Project licenses that have been granted to TOWN and are not transferred to VWWOS under this Agreement.
2. TOWN shall provide all registrations and licenses for TOWN's vehicles used in connection with the Project.
3. TOWN shall provide for disposal expenses related to the biosolids generated at/from the facilities. Contractor will provide for general refuse expenses.
4. The Town shall be responsible for maintaining the structural integrity of all security fencing located around the Project. Each party shall be responsible for insuring their personal property located at the Project against, theft, damage or loss and shall provide a waiver of subrogation in favor of the other party for any such theft, damage or loss as otherwise specified in Section 5.4. Any personal property, including vehicles, not properly or fully insured shall be the financial responsibility of the owner of such personal property.
5. Contractor and TOWN will agree on the interim PM for the first 120 days. A permanent PM search will take place to fill the position.
6. Contractor is prepared to commit support from regional operations until the repair and maintenance backlog is eliminated. We are committed to doing so within the 90 day time frame of the contract approval.
7. Contractor is committed to establishing facility standards that meet your satisfaction. Further, we suggest that Veolia staff work with the Board to review the facilities appearance and then formulate a plan to remove and recycle or dispose of the various equipment, materials and debris that has been accumulated at the facilities over the years.

## APPENDIX C-6

### ANNUAL FEE ADJUSTMENT FORMULA

Beginning May 1, 2011, until the expiration or earlier termination of this Agreement, the Service Fee shall be adjusted annually, such adjustment becoming effective on the anniversary date of the commencement date of the Initial Term, according to the change in the Escalation Factor. The Escalation Factor is comprised of the following:

- (a) 30% of the year-to-year change in the Consumer Price Index, All Urban Consumers ("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics Not Seasonally Adjusted, US City Average, All Items, Series ID:CUUR0000SA0;

plus

- (b) 65% of the year-to-year change in the Employment Cost Index ("ECI") as published by the United States Department of Labor, Bureau of Labor Statistics Not Seasonally Adjusted table 4, Compensation-Civilian Workers-Service Occupations;

plus

- (c) 5% of the year-to-year change in the Producer Price Index ("PPI") as published by the United States Department of Labor, Bureau of Labor Statistics Not Seasonally Adjusted, Chemicals and Allied Products – Series ID: WPU06.

For purposes of this Agreement, the indices applicable to calculation of the Escalation Factor shall be the indices published in March.

Where as:

A=Blended Escalation Adjustment Factor  
B=CPI-U Escalation Adjustment Factor  
C=ECI Escalation Adjustment Factor  
D=PPI Escalation Adjustment Factor

B1=Previous Year CPU-I Index ((month) of the prior Agreement Year)  
B2=Just Ended Year CPI-U Index ((month) of the current Agreement year)

C1=Previous Year ECI Index ((month) of the prior Agreement Year)  
C2=Just Ended Year ECI Index ((month) of the current Agreement year)

D1=Previous Year PPI Index ((month) of the prior Agreement Year)

D2=Just Ended Year PPI Index ((month) of the current Agreement year)

Calculation:

$$B = (B2 - B1) / B1 \times .30$$

$$C = (C2 - C1) / C1 \times .60$$

$$D = (D2 - D1) / D1 \times .05$$

$$A = 1 + (B + C + D)$$

$$\text{Adjusted New Service Fee} = \text{Old Service Fee} \times A$$

Example:

$$B = (110 - 107) / 107 \times .32 = .006214$$

$$C = (110 - 107) / 107 \times .63 = .012233$$

$$D = (110 - 107) / 107 \times .05 = .000971$$

$$A = 1 + .006214 + .012233 + .000971$$

$$A = 1.019417$$

$$\text{Adjusted New Service Fee} = \$300,000 \times 1.019415 = \$305,825.20$$

**APPENDIX C-7**

**SCHEDULE OF AMORTIZED EXPENDITURES**

The parties mutually agree that for all purposes, the beginning principal shall be \$61,160.

The interest rate applied shall be calculated at 0%.

Year	Termination Month <span style="float: right;">→</span>					
	1	2	3	4	5	6
1	\$61,160	\$60,141	\$59,121	\$58,102	\$57,083	\$56,063
2	\$48,928	\$47,909	\$46,889	\$45,870	\$44,851	\$43,831
3	\$36,696	\$35,677	\$34,657	\$33,638	\$32,619	\$31,599
4	\$24,464	\$23,445	\$22,425	\$21,406	\$20,387	\$19,367
5	\$12,232	\$11,213	\$10,193	\$9,174	\$8,155	\$7,135
	7	8	9	10	11	12
1	\$55,044	\$54,025	\$53,005	\$51,986	\$50,967	\$49,947
2	\$42,812	\$41,793	\$40,773	\$39,754	\$38,735	\$37,715
3	\$30,580	\$29,561	\$28,541	\$27,522	\$26,503	\$25,483
4	\$18,348	\$17,329	\$16,309	\$15,290	\$14,271	\$13,251
5	\$6,116	\$5,097	\$4,077	\$3,058	\$2,039	\$1,019

**APPENDIX D**

**ANALYSIS AND MONITORING PROGRAM**

- (a) VWWOS will perform the analysis as outlined in the table below as proposed in our offering and as presently required per the wastewater NPDES permit and CADHS monitoring schedules for the water system.

<b>Table XX Water and Wastewater – Analyses</b>		
<b>Test Name</b>	<b>Annual Frequency</b>	
	<b>Wastewater</b>	<b>Water</b>
Temperature	156	24
pH	156	24
Dissolved Oxygen	12	
Free Chlorine Residual		550
Turbidity	24	
Total Coliform	116	200
Fecal Coliform	8	
BOD	156	
TSS	156	
Ammonia	52	
Nitrite		3 year cycle for 4 sources
Nitrate	36	Yearly for 5 sources
Chloride	73	
Total Hardness as CaCO <sub>3</sub>	24	
Standard Minerals	2	
Dioxin	2	
E Conductivity	97	
TDS	85	
Aluminum, Total	12	
Fe, Total	12	24
Mn, Total	12	24
Cu, Total	24	
Hg, Total	4	
Hg, Methyl	4	
TTHMs		4

<b>Table XX Water and Wastewater – Analyses</b>		
<b>Test Name</b>	<b>Annual Frequency</b>	
	<b>Wastewater</b>	<b>Water</b>
HAA5s		4
Priority Pollutant Scan (USEPA Tables II & III)	2	
WET Acute (fathead minnows)	12	
WET Chronic (3 species x quarterly)	4	
Biosolids Metals & PCB's per 40CFR503	1	
VOCs (3 year cycle for 4 sources)		3 year cycle for 5 sources
SOCs (not required)		None due to full variance for SOCs
IOCs (3 year cycle for 4 sources)		3 year cycle for 5 sources
Secondary Water Standards		3 year cycle for 5 sources
Gross Alpha		4 year cycle for 5 sources
All radiological except Gross Alpha		None due to full variance

VWWOS in addition will arrange and pay for any testing or retesting required under the current NPDES permit whether specifically listed above. Veolia will arrange for any additional analysis or studies as requested by the RWQCB, CADHS, or the TOWN and will bill the TOWN for the cost of any direct expenses.



## APPENDIX E

### Questions & Answers #1 for Town of Discovery Bay Request for Proposal for Water and Wastewater Systems Operations

The following is a list of questions and clarifications which I received from one of the vendors and I wanted to be sure every vendor knows what was said, regarding the RFP for the Town of Discovery Bay's Water and Wastewater O&M RFP. My response to these questions are in Black

1. During the Due Diligence tour on September 23 it was stated the Town of Discovery Bay Community Services District (CSD) would retain responsibility for fire hydrant maintenance and testing. Would you please confirm the CSD's intention to maintain its fire hydrants? The CSD will responsible for this, not the "Contractor" If those tasks are intended to be part of the Contractor's scope please provide an inventory of the fire hydrants, a map with locations and copies of the related work orders completed for each within the last 24 months.

1A. Will the CSD furnish hydrant bags? Yes

1B. Will the CSD be responsible for notifying the Fire Department about out of service hydrants? Yes

2. During the Due Diligence tour it was stated the CSD will pay for the fuel for the emergency generators. Would you please confirm? This is correct. The CSD will order and pay for any fuel used in all of the CSD's owned generators.

3. During the Due Diligence tour it was stated the CSD's Vac-Truck is available for use by the Contractor. Is that vehicle available for production cleaning or for emergency response to collection system issues as has previously been the case? The CSD owned vac-truck can be used for both. Note, if the CSD's vac-truck is in the repair shop for maintenance work, the Contractor will have to make arrangements to have a vac-truck available to handle any emergency call out.

4. Pursuant to section 4.2.3.4 of the RFP, Contractors are required to clean and inspect all air relief valves every quarter. The standard OEM maintenance practice for air relief valves is quarterly inspection and annually cleaning. Would you confirm the Town would like maintenance to reflect standard OEM maintenance practice or specifically what is written in the RFP? What is meant here is that once a quarter all air relief valves shall be inspected for corrosion, leaking and for proper operation and cleaned at least once annually.

5. Pursuant to section 4.1.26, the RFP requires that the Contractor "maintain existing Federal, State and Local permits". Will the CSD continue to be responsible for all permit fees, special studies, application fees, etc.? Yes.

6. Pursuant to section 4.1.30.3 and 4.1.30.4 of the RFP, the Contractor is required to assess the condition of generally all systems (including the SCADA system which has been specifically mentioned in this section), to be then followed by the Contractor obtaining bids for repairs, upgrades or refurbishments as necessary. Upon approval by the CSD the repairs would then be completed and “directly paid for by the Town”. Would you please confirm? I believe 4.1.30.3 is self explanatory. Item 4.1.30.4 means that the CSD would like to see a couple of quotes to repair any broken equipment. The CSD will pay for all repairs, provided that standard OEM maintenance work was done on this equipment prior to it’s repair. If any of the CSD owned equipment was not maintained according to standard OEM maintenance standards by the Contractor, the Contractor shall be responsible for it’s repair.

7. Given the RFP language per 4.2.5.3 of the RFP, would you please clarify whether the various and extensive upgrades necessary for the SCADA system will require competitive bidding solicited by the Contractor and presented for approval by the CSD? Or whether the Contractor is being requested to develop the plan, pricing and take the risk of SCADA system development? Please note that the detailed development to derive accurate costs and needs will require not only full access to all components of the SCADA system but would likely take 1-3 weeks of detailed review to develop. What’s meant here for 4.2.5.3 is that, if the Contractor wants to make changes to the existing SCADA system, to enhance the Contractor’s operations, the Contractor will pay for those changes. If the CSD is installing a new SCADA system in the future or let’s say a new lift station, where new SCADA programming is needed to operate the new lift station, the CSD will pay for this cost.

8. Pursuant to section 4.2.2.7 of the RFP, the Contractor is required to assist with line locates. Would you please provide an estimate of the annual contact hours to be devoted to assisting with line locations? Under this item, the Contractor IS NOT Required to do this, but to only help when called upon, which might be few times a year or so.

9. Pursuant to section 4.2.3.5 of the RFP, the Contractor is required to assist with sewer main repair work. Would you please provide an estimate of the annual contact hours to be devoted to assisting with sewer line repair work? Again this would only apply if requested too by the CSD. I can’t see more than a couple of hours per year, if that.

10. Pursuant to section 4.2.3.6 of the RFP, the Contractor is required to maintain system records and drawings in the Towns GIS system, but the following section (4.2.3.7) states “updates shall be submitted to the Town’s engineering staff for recording at a minimum of once per month”. Would you please clarify these apparently conflicting requirements? What’s meant here is that all GIS maintenance activities as outlined in 4.2.3.6 shall be inputted into the GIS system at a minimum of once a month, which is to help maintain the GIS system, since it will become a major tool for the Contractor and CSD staff to utilize.

11. 4.2.4.1 of the RFP requires that the Contractor operate the wastewater treatment facilities such that treated wastewater effluent “meets or exceeds all federal, state, and local laws regulating the quality of discharged effluent for reuse in irrigations systems”. As the facility is not currently equipped with the treatment processes necessary to comply with California Title 22 standards for unrestricted re-use, would you please clarify this requirement? In this same section it also says “or discharge to permitted receiving waters”, which is what our current NPDES permit allows us to do. At some point down the road, the CSD might be heading towards Title 22, but the CSD currently has no plans on doing this yet. The CSD is in the very early stage of a NPDES permit requirement for a “Salinity Study”. One of many possible recommendations, might include Title 22 water, it’s just too early to tell for sure. Is the facility anticipated to undergo an upgrade at some time during the contract term? Generally some-type of expansion may occur in the next five years, if that is the case, the CSD would make a modification to the existing contract with our current Contractor. If so, would the Contractor be absolved of responsibility for meeting Title 22 requirements until the upgrades and system testing are complete?

**Questions & Answers #2 for Town of Discovery Bay  
Request for Proposal for Water and Wastewater Systems Operations**

The following is a list of questions and clarifications which I received from one of the vendors and I wanted to be sure every vendor knows what was said, regarding the RFP for the Town of Discovery Bay’s Water and Wastewater O&M RFP. My response to these questions are in Black

**General NOV History** A copy of any Notice of Violations that the Town received from the California Regional Water Control Board in the past three years. Please include notation of any NOV’s that remain unresolved as of this proposal.

**General Insurance** The Town has stated that the selected Contractor would be allowed to share and utilize the Town’s equipment, i.e., the Vector Truck. Would the Town clarify if the Town’s insurance will cover the Contractor? Contractor will have to provide their own insurance to use District’s equipment.

**General Annual Budgets**

A copy of the Annual Operating budgets for the last two years including this fiscal year’s budget.

**General Annual Budgets**

A copy of the annual reports to the regional board for the last 5 years.

**General Annual Budgets**

A copy of the O&M manuals for the WWTPs and the WTPs. These were e-mailed to all, with the exception of the WTP's. We have no electronic version of the O&M for the WTP's sites.

#### General Tools

What hand tools and power hand tools does the Town have available for use by the Contractor? **None at this time.** If available would the Town provide the potential Contractors with a list of tools? **N/A**

#### 2.1 Due Date

Would the Town be willing to extend the proposal due date to October 29, 2010 at 2:00 pm? **This item was revised too November 01, 2010 at 2:00pm**

#### 4.1.8 CMMS

We assume the CMMS license belongs to the Town. Will the selected Contractor be allowed to coordinate with the current Contractor for training on the maintenance and operation of the CMMS "Jobs Plus" system? Does the Town have an ongoing service support contract for the CMMS software provider?

#### 4.1.9 GIS

Will the selected Contractor be allowed to coordinate with the current Contractor for training on the maintenance and operation of the GIS "ICOMM" system? **Yes** Does the Town have an ongoing service support contract for the GIS software provider? **Not at this moment.**

#### 4.1.10 Communication

Are the Water and Wastewater Facilities equipped with landline telephone systems and equipment? **Landlines are available at the two wastewater facilities. If so, can the Contractors assume that the Town will bear the costs for the land line? Since these phone lines are in the Town's name, we pay for them and charge the monthly cost and the phone monthly usage back to the contractor.**

Are internet services provided at the Water and Wastewater Treatment Plants? **Due to the distance from the Central Office for AT&T, neither of the wastewater facilities have DSL services. But we do have a "Wireless" based internet services at wastewater plant #2, which at times as I understand, is somewhat slow. If so, can the Contractors assume that the Town will bear the costs for the internet services?**

#### 4.1.24 Capital Improvement

A copy of fiscal year 2009-2010 Capital Improvement and renewal/replacement list.

#### 4.2.1.1 Licensed Personnel

Does the Town have a "lone operator" agreement under the SWRCB? **Not at this time.** What classification has the SWRCB applied to the plants? **Currently they are both "Grade II" (2) sites.** Does California DPH consider the potable water system a distribution system, or a treatment and distribution system? **A treatment & distribution system.**

#### **4.2.1.7 Instrument Calibration**

**Does the Town currently have a service contract with a firm that provides annual calibration service? No. If so, will the Town continue this service or does the Town expect that this will be included in the Contractor's services?**

#### **4.2.3.5 Utility Access**

**Does the Town require that the Contractor be certified for Permitted Confined Space Entry? No.**

#### **4.2.3.5 Sewer Inspection**

**Should the Contractor assume that the Town bears the costs associated with the required annual TV inspection of the sewer collection systems – i.e., the cost for outside services? Or does the Town expect the Contractor to subcontract these services?**

**5.1 Page Limit Would the Town consider extending the page limit beyond 30 pages excluding appendices? This was also amended to now say 50 pages**

#### **7.2.1 Proposal Binding**

**Would the Town consider accepting alternative binding methods? I believe the Town would be open to this.**