AGENDA SUMMARY
BOARD OF DIRECTORS
WATER WORKS
DISTRICT NO. 1

The Agenda is posted in the entrance of the County Office Building at 1160 Civic Center Blvd., Yuba City. The Agenda Summary, backup materials, and Approved Minutes are also posted on the Sutter County Website at: http://suttercountyca.igm2.com/Citizens/Default.aspx

Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda packet are available for public inspection in the office of the Clerk of the Board at 1160 Civic Center Blvd., Yuba City, during normal business hours.

SEPTEMBER 25, 2018
3:00 PM
Board of Supervisors Chambers, Hall of Records Building
466 2nd Street, Yuba City, CA

PROCEDURE FOR PUBLIC COMMENT

Members of the Public will be allowed to address the Board during the Board’s consideration of each Agenda item. If you wish to speak on any item appearing on the Agenda, please fill out a Speaker Card, noting the number of the Agenda item about which you wish to speak, and present it to the Board Clerk. If you wish to speak about more than one Agenda item, please fill out a separate card for each item. If you wish to speak under Public Comment, please note that on the Speaker Card. When the matter is announced, please approach the speakers’ rostrum and wait to be recognized by the Chairman. Testimony should always begin with the speaker giving his or her name. The times listed on the Agenda are approximate and items may be brought up for discussion within a reasonable length of time before or after the time scheduled.

CALL TO ORDER

Roll Call

CONSENT CALENDAR

1) Approval of the Minutes of the June 12, 2018 Water Works District No. 1 Meeting

APPEARANCE ITEM

NEAL HAY, DIRECTOR OF DEVELOPMENT SERVICES

2) Authorize the advertisement of a Request for Proposals (RFP) for Robbins Water Treatment System and Wastewater Treatment System full-service contractor

PUBLIC COMMENT

Members of the public will be allowed to address the Water Works District No. 1 - Board of Directors on items of interest to the public that are within the subject matter jurisdiction of the Board. State law provides that no action may be taken on any item not appearing on the posted Agenda.

OTHER BUSINESS - BOARD OF DIRECTORS

ADJOURNMENT

Requests for assistive listening devices or other accommodations, such as interpretive services, should be made through the Clerk of the Board at (530) 822-7106. Requests should be made at least 72 hours prior to the meeting. Later requests will be accommodated to the extent feasible.
WATER WORKS DISTRICT NO. 1
Staff Report

To: Honorable Board of Directors
From: Donna Johnston, Clerk Recorder
Department: Clerk of the Board
Subject: Approval of the Minutes of the June 12, 2018 Water Works District No. 1 Meeting

Respectfully Submitted,

s/ Donna Johnston
Clerk Recorder

Attachments:
1. 06-12-18 WWD#1 MINUTES
BEFORE THE BOARD OF DIRECTORS
SUTTER COUNTY WATER WORKS DISTRICT NO. 1
COUNTY OF SUTTER, STATE OF CALIFORNIA
SESSION OF JUNE 12, 2018

The Water Works District No. 1 Board of Directors of the County of Sutter, State of California, met on the above date at 3:00 p.m. in the Board of Supervisors Chambers located in the Hall of Records Building at 466 Second Street, Yuba City, California.

MEMBERS PRESENT: Directors Ron Sullenger, Dan Flores, Larry Munger, Jim Whiteaker, and Mat Conant

MEMBERS ABSENT: None

STAFF PRESENT: Scott Mitnick, County Administrative Officer; Jean Jordan, County Counsel; and Alicia Draves, Deputy Clerk of the Board

*****

REGULAR MEETING

Chairman Flores called the session to order and let the roll call stand.

*****

APPEARANCE ITEM

Nick Ramos, Associate Civil Engineer, discussed the item and recommended action.

A discussion and question/answer period was held.

RESOLUTION NO. WWD#1 18-001, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUTTER COUNTY WATERWORKS DISTRICT #1 AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD AUTHORIZING AND DESIGNATING THE DIRECTOR OF DEVELOPMENT SERVICES FOR THE ROBBINS BOTTLED WATER GRANT 24- MONTH EXTENSION was adopted on motion of Director Whiteaker, seconded by Director Munger and carried as follows: AYES: Directors Sullenger, Flores, Munger, Whiteaker, and Conant; NOES: None; as appears of record in the office of the Clerk of the Board in the WWD#1 Resolution/Ordinance folder to which record reference is hereby made for further particulars and by such reference incorporated herein and made a part hereof.
PUBLIC COMMENT

There were no comments from those in the audience.

******

OTHER BUSINESS – BOARD OF DIRECTORS

With no further business coming before the Board, the meeting was adjourned.

ATTEST:

DONNA M. JOHNSTON, 
CLERK OF THE BOARD

DAN FLORES, CHAIRMAN

By: ____________________________
   Alicia Draves, Deputy
Recommendation

It is recommended that the Water Works District #1 Board of Directors authorizes the advertisement of a Request for Proposals (RFP) for Robbins Water Treatment System and Wastewater Treatment System full-service contractor.

Background

The Development Services Department has one (1) Certified Operator that currently manages both the Water Treatment System and Wastewater Treatment System in the community of Robbins. Fixed costs associated with small Water Treatment Systems and small Wastewater Treatment Systems are similar to larger systems, which results in higher monthly rates for the members of the small community. Larger treatment systems benefit from a more ideal economy of scale, where the cost to operate the system is distributed over a higher population.

Discussion

The Department has been evaluating the small Water Treatment System and small Wastewater Treatment System revenue and expenditures. As a potential cost savings measure, staff is requesting the authorization to distribute a RFP for a Water Treatment System and Wastewater Treatment System full-service contractor. The full-service contractor will provide staff to operate and maintain both the Water Treatment System and Wastewater Treatment System, as well as coordinate all necessary regulatory requirements such as reporting and required treatment improvements and upgrades. Staff will review and score the proposals, and will later recommend proceeding with an Agreement if there will be a cost savings for the community of Robbins.

Prior Board Action

No known past Board actions exist.

Board Alternatives

The Board may deny the request and staff will continue to operate the Water Treatment System and the
Wastewater Treatment System maintaining the status quo.

**Other Department and/or Agency Involvement**

No other departments are affected or involved.

**Action Following Approval**

The Department will publicize and distribute the RFP for 30 days, seeking submittals from as many qualified contractors as possible. Once a contractor has been chosen, the Department will return to the Board to recommend award of an Independent Contractor Agreement, should there be a cost savings for the community of Robbins.

**Fiscal Impact**

There is no fiscal impact associated with the distribution and scoring of the RFP. Staff will return to the Board at a later date to provide additional information regarding the fiscal impact, should an agreement be recommended for award.

**Countywide Goals & Top Priorities Compliance**

Providing the community of Robbins water and wastewater services supports the following countywide goal:

- **Goal E**: Provide and enhance public infrastructure, including essential water, wastewater, other utilities, transportation systems (including “Farm to Market” roads), and achieve best possible flood protection for entire County region, including upgrading necessary levees to obtain reasonable flood insurance coverage for all residents, businesses, and property owners.

**Standing Committee Review**

The Public Works/Support Services Committee reviewed this action at the September 13, 2018 meeting and recommended placement on the consent calendar for the Board of Supervisors.

Respectfully Submitted,

S/ Neal Hay
Director of Development Services

**Attachments:**

1. Request for Proposals
REQUEST FOR PROPOSALS

For

PROFESSIONAL CONSULTANT/CONTRACTOR/UTILITY SERVICES

For

Operation, Maintenance, and Regulatory Compliance of the Robbins Water Treatment Plant and Distribution System, Robbins Wastewater Treatment Plant and Collection System, and Rio Ramaza Wastewater Treatment Plant and Collection System

Project #

September 2018

SUTTER COUNTY DEVELOPMENT SERVICES
1130 CIVIC CENTER BLVD
YUBA CITY, CA 95993
(530) 822-7400

Approved for Solicitation

______________________________
Neal Hay, P.E.
Director of Development Services
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REQUEST FOR PROPOSAL (RFP)

INTRODUCTION

The Sutter County Development Services Department, Engineering Division, is seeking a site-specific proposal from a full-service consultant/contractor/utility for professional services for the operation, maintenance, and regulatory compliance of the Robbins Water Treatment Plant and Distribution System, Robbins Wastewater Treatment Plant and Collection System, and Rio Ramaza Wastewater Treatment Plant and Collection System.

Please submit three (3) copies of your proposal to our office no later than:
10:00 a.m. on Friday, October 26, 2018:

Sutter County Development Services
Attn: Nick Ramos, Associate Civil Engineer
1130 Civic Center Blvd.
Yuba City, CA 95993

Nick Ramos is the assigned Project Engineer for the project. All questions related to the submission of the proposal shall be directed to Nick Ramos at (530) 822-7400 x 306 or NRamos@co.sutter.ca.us.

The selection process will follow the guidelines of the Sutter County Purchasing Ordinance Section 16-070 and incorporates the latest procedures outlined in the Caltrans Local Assistance Procedures Manual, Chapter 10, Consultant Selection, dated July 2016. The selection process will follow the One-Step RFP Process and will consist of the following:

1) A review and ranking of the proposals by an evaluation panel consisting of at least three representatives from the Development Services Department, Engineering Division.
2) The County does not expect to conduct selection interviews, but reserves the right to interview the ranked consultant teams to question their proposal(s).
3) A scoping meeting will be held with the top ranked consultant team.
4) The top ranked consultant will submit a cost proposal to perform the work.
5) Contract negotiations will commence with the top ranked consultant. If an agreement on a fair and reasonable price cannot be reached, negotiations will be terminated. The next most qualified consultant team will be invited to a scoping meeting, requested to submit a cost proposal and contract negotiations will commence. The cycle will repeat until a consultant team is under contract for the work.

Prior to the review of the submitted proposals, the Department does not intend to meet with prospective consultants. Following the review of submitted materials, the County may contact certain consultants with questions or clarifications.
The proposals from the Consultant teams shall contain the information identified in this RFP. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered non-responsive and will be rejected. Submittal of additional information after the due date will not be allowed until the short list is developed.

Each respondent will be responsible for all their expenses incurred during the RFP process.

Per the County of Sutter Ordinance Code Chapter 16-060 (a) (1-3), the following statements apply:

(1) The County reserves the right to negotiate directly with any party responding thereto and may enter into a contract with any responding party regardless of price if it is advantageous for the County to do so.

(2) No public opening of proposals shall be required.

(3) If the request seeks architectural design services requiring an expenditure in excess of ten thousand dollars ($10,000), the request shall also include, in bold type, a disclosure that the contracting architect may be required to indemnify and hold harmless the County of Sutter against any and all liability, whether or not caused by the activity of the contracting architect.

Upon successful negotiations with a consultant, the Professional Services Agreement, attached as Appendix A, will be presented to the County Board of Supervisors for approval and execution, at which time the consultant’s services will begin immediately.

This RFP does not commit the County to enter into an agreement, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submissions received as a result of the request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety this RFP if it is in the best interest of the County to do so.

The County reserves the right to amend this RFP by addendum prior to the final submittal date. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened. Any addenda to the RFP will be distributed directly to the consultants. Consultants submitted proposals will acknowledge receipt of all addenda.

**SYSTEM DESCRIPTIONS**

**Robbins Water Treatment Plant**
The primary Water Treatment Plant (WTP) is the Wagner Aviation Well which was constructed in 2010. The WTP consists of a well pump capable of pumping 450 gallons per minute (GPM), mixed media greensand filter rated at 225 GPM, 15,800 gallon treated water tank, 22,800 gallon backwash water tank, three (3) booster pumps, chlorination system, and a 5,000 gallon hydropneumatic tank discharging into the distribution system.
The New Sacramento Valley Blvd. Well is the community’s backup emergency use water system that consists of a well capable of pumping 600 GPM, chlorination system, and a 6,000 gallon hydropneumatic tank discharging into the distribution system.

The average water production and treatment for the system is approximately 36 million gallons per year.

**Robbins Water Distribution System**
The water distribution system consists of over five (5) miles of distribution main lines, 93 laterals, 93 curb stops, and 16 fire hydrants. The water mains are constructed with various materials consisting of C900 (PVC), ductile iron, galvanized iron pipe, asphalt concrete pipe, and wrapped steel pipe. The laterals are constructed with poly pipe and some galvanized iron pipe.

**Robbins Wastewater Treatment Plant**
The wastewater system was constructed in 1997 and the Wastewater Treatment Plant was rebuilt in 2010. The treatment facility consists of nine (9) Orenco Systems AdvanTex treatment pods, three (3) 6,500 gallon dosing tanks, a 6,500 gallon treated effluent pumping station, control panel, eight (8) effluent pumps, three disposal/evaporation ponds, four (4) groundwater monitoring wells and a control building. The wastewater system collects and treats an average of 10 million gallons of wastewater per year using primary and secondary treatment technology.

**Robbins Wastewater Collection System**
The system is comprised of 106 Septic Tank Effluent Pumping (STEP) tanks discharging to a treatment facility, and over four (4) miles of pressurized PVC pipe sewer lines. Each STEP tank has a capacity of 1,000 gallons and contains an Orenco Systems pumping package. The STEP pumping system receives electrical power from twenty (20) meter/utility pole locations throughout the community.

**Rio Ramaza Wastewater Treatment Facility**
The wastewater facility consists of two (2) 1½ HP pumps, one (1) 450 gallon wet well, and two (2) 1.25 acre percolation/evaporation ponds providing primary wastewater treatment to eight (8) residences.

**Rio Ramaza Wastewater Collection System**
The collection system is comprised of 1.4 miles of 6” vitrified clay pipe and 15 manholes that gravity flow sewerage to the WWTP wet well.

**PROFESSIONAL SERVICES**
The responsibilities of the Consultant include all required professional services needed for the operation, maintenance, and regulatory compliance of the Robbins Water Treatment Plant and Distribution System, Robbins Wastewater Treatment Plant and Collection System, and Rio Ramaza Wastewater Treatment Plant and Collection System. Emergency services and asset replacement will not be included at this time unless explicitly stated in this report. Required
services include all permitting, monitoring and reporting to maintain regulatory compliance. Services of operation and maintenance include, but are not limited to the following:

**Robbins Water Treatment Plant and Distribution System**

**Twice Weekly**

1. Purchase chlorine and return empty deposit containers.
2. Upon entry to WTP scan plant for any deficiencies (water leaks, chlorine leaks, vandalism, damage to structures, tanks and valves).
3. Add chlorine to day tanks.
4. Sample chlorine residual and record.
5. Adjust chlorine feed rate if needed.
6. Record data in field log: pump hours, chlorine used, flow meter, backwash filter run time.
7. Check well pump, backwash recovery pump and chlorinator operation.
8. Check electrical components for damage.
9. Check water level ultra-sonic transducer for operation.
10. Check air compressor and bleed water from tank.
11. Check water pump seal packing and water drain.
12. Check pressure gauges on booster pumps, backwash filter and pump piping.
13. Check water level in treated water tank and backwash recovery tank.
14. Check tanks for abnormalities.
15. Check water – air level in hydro pneumatic tank sight tube.
16. Bleed air from booster pumps and piping.
17. Verify backwash time for mixed media filter with gauges to measure pressure differential in the filter and/or calculation the filter run time.
18. Verify the operation of the backwash system air actuator valves.
20. Verify backwash efficiency with sight window on piping.
21. Trailer Park read and record water meter flows (meters scheduled to be replaced by County).

**Weekly**

1. Drive through community and check for water leaks.
2. Inspect air dryer coils and condensation drain.
3. Field test iron and manganese.

**Monthly**

1. Record field data into spread sheets.
2. Review DDW sample schedule.
3. Prepare water sample containers.
4. Water samples per DDW sampling schedule.
5. Lube water well and booster pumps.
6. Sacramento Valley Blvd. Well test pump operation by connecting a hose to system and pump water to waste.
7. Inspect belt condition on air compressor.
8. Flush accumulated sediment from bottom of treated water storage tank and hydro pneumatic tanks.

Quarterly
1. Sacramento Valley Blvd: Well take quarterly bacteria test and any Division of Drinking Water (DDW) sample schedule testing.
2. Complete and send DDW water monitoring reports.
3. Check all vent screens on tanks and pumps.
4. Exercise valves at WTP.

Annually
1. Complete Consumer Confidence Report and provide to the County for review.
3. Flush fire hydrants to improve water quality.

As Needed
1. Replacement parts shall require a submittal for Sutter County review.
2. Repair system water leaks.
3. Water service connections and disconnects.
4. Investigate water quality issues.
5. Investigate customer issues and concerns.
6. Water main and water lateral repairs for leaks.
7. Exercise water main valves.
8. House keeping at facilities.

Robbins Wastewater Treatment Plant and Collection System

Twice Weekly
1. Record Flow from Effluent and Influent Totalizer Flow Meters.
2. Record Recirculation Tank Status (all tanks) - Event Counter (Cycles) – Elapsed Time Meters (ETM) – Pump Flow (Flow).
4. Inspect Control Panel for electrical component damage, pump, float operation and alarm conditions.
5. Inspect WWTP for vandalism.
6. Inspect WWTP for leaks or broken piping.
7. Inspect condition of filter media.
8. Inspect AdvanTex pod underdrains for proper operation.
9. Inspect AdvanTex pods for unusual odors.
10. Inspect operation of auto distribution valves.
11. Perform turbidity field test.
12. Read and record Trailer Park effluent meters.

**Weekly**

1. Calibrate pH meter - measure and record pH units from treated effluent.
2. Measure and record dissolved oxygen from recirculation tanks.
3. Inspect ponds for borrowing animals or any abnormalities.
4. Inspect outside of pond berms for ponding irrigation water.
5. Check level of water in ponds and record.
6. Test pond effluent for dissolved oxygen and pH if water level is one foot or greater.
7. Inspect condition of fences.
8. Check for odors emitting from plant or ponds.
9. Visually inspect water level in recirculation tanks, pump and recirculation valve operation.
10. Flush pod lateral with garden hose or pump pressure (alternate weekly).
11. Clean nozzles not spraying correctly.
12. Inspect Condition of textile media in AdvanTex Pods – Clean if required.
13. Check home site STEP tank control panels for warning lights.
14. Check sewer collection system for leaks or overflows.
15. Read counters/timers in select home site STEP tank control panels.

**Monthly**

1. Prep sample bottles.
2. Sample required CVRWQCB monthly monitoring samples.
3. Record data from field logs into spread sheets.
4. Complete and submit CVRWQCB monitoring reports.
5. Inspect Pump and float operation in recirculation and final dose tanks.
6. Verify pump flow on control panel recirculation and final dose pumps Gallons per Minute.
7. Inspect biotube effluent filter in 1,000 gallon septic tank.
8. Visual inspection of tank liquid levels in recirculation and final dose tanks.
9. Remove and clean biotube effluent filters in recirculation and final dose tanks.
10. Pressure wash influent distribution box, tank raisers and recirculation valves.
11. Inspect operation of recirculation valves in recirculation tanks.
12. Inspect condition of vent fan assembly, carbon filter assembly, and AdvanTex pod air vents.
13. Confirm and record pump voltages and amperages.
14. Record pumping rate of effluent pumps.
15. Generate and submit monthly report for no Sewer System Overflows (SSOs).

**Twice Monthly**

1. Clean bio tubes in all tanks and wash tank raiser.

**Every Third Week**

1. Trailer Park clean bio tubes and pumps. Inspect condition of pumps and floats.
Quarterly
1. Generate and submit Arsenic postings for current noncompliance to finance department to distribute.
2. Check biotube effluent filter in 1,000 gallon septic tank – Clean as required.
3. Sample required CVRWQCB quarterly monitoring samples.

Semi Annually
1. Weed/Vegetation control – mow and spray weeds.
2. Purge monitoring wells and collect Semi Annual samples.

Annually
1. Complete and submit annual monitoring report County to review prior to submittal.
2. Schedule and coordinate home site STEP tank pumping.
3. Update the Sanitary Sewer Maintenance Plan (SSMP).

As Needed
1. Replacement parts shall require a submittal for Sutter County review.
2. Repair system wastewater leaks.
3. Report Sewer System Overflow (SSO) to appropriate agencies.
4. Purchase repair and replacement supplies.
5. STEP tank system repairs/maintenance at home sites.
6. General housekeeping of building and fenced treatment area.
7. Place rodent bait in problem areas around WWTP and ponds.
8. Repair/regrade access road to WWTP and around the ponds.
9. Schedule, coordinate and inspect work from contractors or vendors.
10. Customer service disconnects and reconnects for non-payment.
11. Investigate customer complaints.

Rio Ramaza Wastewater Treatment Plant and Collection System

Weekly
1. Check sewer lift station by opening sliding steel lid on top of wet well. Observe the sewage entering the wet well from the pipe located on the north side of the wet well and approximately six feet down from the top of the wet well.
2. Open the electrical control panel located on the west side of the wet well and locate the two auto/off/on toggle switches located in the upper left corner of the electrical panel. Turn each toggle switch to on (one switch at a time) and listen for pump operation (the pumps can be difficult to hear do to surrounding noise). The decreasing water level in the wet well may be observed to verify pump operation. The pump operation also may be verified by checking the discharge pipe in the northeast corner of the east pond. (The west pond is no longer in service.) Check to confirm the pump switches are placed on auto and lock the electrical control box. Slide the steel lid located on top of the wet well back in place.
3. Check electrical components in control panel for damage, worn parts and insect intrusion.
4. Check for leaking influent and effluent pipes.
5. Check perimeter fencing for intrusion, vandalism or damage.
6. Check paved streets and gravel access road for any signs of a sewer backup, overflow or illegal use of the sewer system.
7. Check power lines in the vicinity of Riego Road and Garden Hwy. for blown fuses.

**Monthly**
1. Observe and record pond levels in field log and computer files.
2. Generate and submit monthly report for no Sewer System Overflows (SSOs).

**Quarterly**
1. Submit Quarterly monitoring report to CVRWQCB.
2. Check sewer main in wooded remote areas for overflows or leakage.

**Semi Annually**
1. Spray and remove excessive vegetation from pond berms and surrounding area between fencing and berms.

**Annually**
1. Submit Annual monitoring report to CVRWQCB.
2. Update the Sanitary Sewer Maintenance Plan (SSMP).

**As Needed**
1. Replacement parts shall require a submittal for Sutter County review.
2. Repair system wastewater leaks.
3. Report Sewer System Overflow (SSO) to appropriate agencies.
4. Perform sewer main and manhole maintenance.
5. Remove fallen trees or tree limbs from pond berms.
6. During inclement weather the system will need to be checked for possible power outages, damaged electrical line and sewer overflows due to the electrical power from Riego Road/Garden Hwy. only supplies electrical power to the WWTP and not to the residents of Rio Ramaza. (There is not a notification system alerting a power failure or high water event at the WWTP).
OPERATOR LICENSURE AND CONTINUING EDUCATION

The required licensure and continuing education shall maintain compliance with the applicable Title 22 and Title 23 requirements. The current plants and systems require the following licensure:

**Robbins Water Treatment Plant and Distribution System**
- Drinking Water Treatment Plant Operator - T2
- Drinking Water Distribution System Operator - D1

**Robbins Wastewater Treatment Plant and Collection System**
- Wastewater Treatment Plant Operator - Grade II
- Wastewater Collection System Operator - Grade I

**Rio Ramaza Wastewater Treatment Plant and Collection System**
- Wastewater Treatment Plant Operator - Grade I
- Wastewater Collection System Operator - Grade I

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

There is no DBE participation requirement.

TENTATIVE PROJECT SCHEDULE

- Distribute RFP’s: Wednesday, September 26, 2018
- Proposals Due: Monday, October 30, 2018; 10:00am
- Proposals Rated / Ranked: Friday, November 2, 2018
- Listed Firms Notified: Monday, November 5, 2018
- Board of Supervisors Meeting: Tuesday, December 18, 2018; 3:00pm
- Consultant Contract Award: Wednesday, December 19, 2018

STATEMENT OF QUALIFICATIONS CONTENT / SELECTION CRITERIA

The County is requesting proposals for the Scope of Work specified herein. The consultant’s submittal is limited to a maximum of 20 pages not including the cover letter, sheet dividers, or items included in an Appendix. A sheet is defined as an 8.5” x 11” sheet single sided or an 11” x 17” sheet single sided, with minimum ½” margin on all sides, and minimum 10 point font (any style). To conserve paper, sheets may be printed double sided.

The County is seeking a full-service consultant/contractor/utility firm with a demonstrated history of advocating for their clients. Through interactions with the any agency and property owners, the County expects the consultant to exhibit professionalism over the course of the contract.
The proposals will be reviewed and ranked based on the criteria listed below. All criteria scores will be combined into the consultant’s total score with the maximum possible score of 100.

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A cost proposal will not be submitted at this time. Once the County has identified a preferred consultant/contractor/utility, a meeting will be scheduled where the scope of work will be discussed and finalized. Following the meeting, the consultant, within two weeks, will prepare and submit a cost proposal on the agreed scope of services. Once the contract amount and contract scope of services are finalized, the County will present the Professional Services Agreement to the Board of Supervisors for authorization to execute it.
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this date day of month, 2018, by and between Sutter County, a political subdivision of the State of California ("County"), and name of consultant ("Consultant").

RECITALS:

A. County has determined that it is desirable to retain Consultant to provide brief description of services to be provided; and

B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the professional services described in Exhibit "A" which is attached hereto (attach Scope of Work as Exhibit A) and incorporated herein by this reference which shall include provide brief scope of work description ("Services").

2. Term. Services under this Agreement shall commence on date, and shall continue until date, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

   A. The compensation to be paid by County to Consultant for the professional services described in Exhibit "A" shall be the Fixed price, Annual price, Monthly price or Hourly rate set forth in Exhibit "B" which is attached hereto (attach Fee Schedule as Exhibit B) and incorporated herein by this reference.

   B. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of
the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County’s Travel and Business Expense Policy.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed dollar amount in words dollars ($XXXXX.XX).** The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Consultant agrees to testify at County’s request if litigation is brought against County in connection with Consultant’s work. Unless the action is brought by Consultant or is based upon Consultant’s negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant’s hourly rate as provided in Exhibit “B”.

4. **Invoice and Payments.** Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. **Notice.** Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage prepaid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

*Nick Ramos*
*1130 Civic Center Blvd*
*Yuba City, California 95993*
*Telephone: 530-822-7400 ext 306*

**If to Consultant:**

*Consultant Name*
*Address*
*City, State, Zip*
*Telephone:*

Notice shall be effective upon receipt.

6. **Independent Contractor.**
A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant’s compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant’s activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.
10. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

11. **Insurance.** Without limiting Consultant's indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Workers' Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer's Liability insurance on an “occurrence” basis with a limit of not less than $1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of $1,000,000 covering bodily injury and property damage; General Aggregate limit of $2,000,000; Products and Completed Operations Aggregate limit of $2,000,000 and Personal & Advertising Injury limit of $2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability.

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or
death resulting there from, with a limit of not less than $1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant’s start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers’ Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available “Best’s Insurance Guide.”

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.
Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County’s additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers’ compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to Sutter County’s address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.


A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant’s qualifications to perform these services in a professional manner; and agrees that County’s full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant’s performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County’s final payment:

A. Consultant shall allow County’s authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant’s records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. ‘Records’ includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative
total of which, exceeds fifty-thousand dollars ($50,000) for personal services contracts or forty-five thousand dollars ($45,000) for public works contracts.

18. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. **Compliance With Law.** Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. **Prevailing Wages.** To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. **Conflict With Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. **Amendments.** Any amendments to this Agreement shall be in writing and executed by both parties.
25. **Entire Agreement.** This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. **Construction.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

By: _____________________________
Neal Hay, P.E.
Director of Development Services

CONSULTANT

By: _____________________________
Authorized Representative
Title: Name/Position of firm officer

APPROVED AS TO FORM:

By: _____________________________
William J. Vanasek
Assistant County Counsel, Sutter County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule
APPENDIX C – TREATMENT SYSTEM DIAGRAMS
Robbins Well Water Treatment Plant Diagram (Wagner Aviation Well)
Not to Scale

- Hydro Tank 6,000 gallons
- Treated Water Tank 15,800 gallons
- Back Wash Recovery Tank 22,800 gallons
- Greensand – mixed media filter
- Well and Pump
- Flow Meter
- Backwash Recovery Pump
- TESCO Electrical Panel
- Flo Pak Electrical Panel
- Well Building
- Chlorinator
- Booster Pumps
- Air Compressor
- Distribution System

Attachment: Request for Proposals (1127 : WWD1 : Robbins WTP & WWTP RFP)
Robbins Wastewater Treatment Plant Diagram

Not to Scale

Red Lines are Effluent Flow Direction

Green lines point to location of Pods, Distribution Box, Fan Assemblies, Auto Distribution Valves and Flow Meters

Purple line is recirculation direction and to Discharge Tank

Community of Robbins was 105 STEP tanks

Attachment: Request for Proposals (1127 : WWD1: Robbins WTP & WWTP RFP)