



# STAFF REPORT

CITY COUNCIL OF THE CITY OF SAUSALITO

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## AGENDA TITLE:

Award of Contract for Pipeline Cleaning and Closed Circuit Television Inspection for a Not to Exceed Amount of \$73,000

## RECOMMENDED MOTION:

Adopt Resolution Appropriating Funds for and Awarding Contract to Complete Cleaning and Closed Circuit Television Inspection to Veolia Water West Operating Services, Inc. of Pleasant Hill, California for a Not to Exceed Amount of \$73,000

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## SUMMARY

Requests for Proposals (RFP) for closed circuit television (CCTV) inspection services for up to 7.8 miles of sewer pipelines were sent to four pre-qualified service providers: 1) Roto Rooter, 2) Roy's Sewer Service; 3) Veolia Water; and 4) PSC Industrial. Two proposals were received – one from Roto Rooter and one from Veolia Water. The project involves specialized services that do not include the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind. Therefore, this procurement is not considered "Public Work" under the Sausalito Municipal Code ("SMC"), Section 3.30.020 or applicable State Law. Instead, the contemplated services are "Special Services" as defined in said Section of the SMC.

The two proposals received met the requirements of the RFP, and both firms demonstrated their understanding of the work scope and capability to complete the work. However, Veolia Water proposed lower unit costs (and therefore a lower not-to-exceed amount), and a shorter timeframe for completion than Roto Rooter. The project is considered a routine maintenance activity and is exempt from the California Environmental Quality Act.

The work will be completed and paid based on proposed unit costs for cleaning, inspection, and dewatering. The not-to-exceed amount is based on the highest proposed unit cost for cleaning, which assumes heavy roots within the pipes. If pipes do not contain heavy roots, or the total pipe length requiring inspection is less than 7.8 miles, then the total cost paid for the work will be less than the not-to-exceed amount. In no event will the total cost paid be greater than the not-to-exceed amount.

This project is necessary for compliance with the terms of the November 2008 EPA Order for Compliance, which requires the City to complete CCTV inspection of its uninspected pipelines by April 15, 2010, and associated condition assessment by October 15, 2010. The start of CCTV inspection has been delayed due to an extended wet weather season. Award of this contract

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enables the City to initiate inspection activities prior to the EPA deadline. It is anticipated that the work will be completed by June 2010.

Funds for the CCTV inspection work are available and expendable from the Sewer Fund.

Staff recommends that Council award the contract for pipeline cleaning and CCTV inspection to Veolia Water, authorize the City Manager to issue Notice of Award, execute the resulting agreement and issue Notice to Proceed.

## **BACKGROUND**

On February 25, 2010, Staff issued, through its consultant West Yost Associates, Requests for Proposals to four professional CCTV inspection firms that were known to complete such services in the Sausalito area. These firms included: 1) Roto Rooter, 2) Roy's Sewer Service; 3) Veolia Water; and 4) PSC Industrial. A total of two (2) addenda were issued, including one extending the proposal due date from March 9 to March 11, 2010.

Two proposals, from Roto Rooter and Veolia Water, were submitted with costs provided on a unit cost basis. Firms were provided an example listing of pipelines to be cleaned and inspected that included 41,650 linear feet of pipe ranging from 4 to 10 inches in diameter, in both streets and easements. Veolia Water submitted a not-to-exceed cost for this work of \$72,888. By comparison, Roto Rooter proposed a cost of \$129,031 for the same scope of work.

The approach provided by Veolia Water demonstrated an understanding of the complexity of work to be performed. Veolia Water listed several references that confirmed their capabilities in CCTV inspection. Veolia Water provided an estimated time for completion of six weeks from Notice to Proceed.

## **ISSUES**

No issues were identified related to this procurement.

## **FISCAL IMPACT**

The proposed cost recommended for award is below the anticipated cost of the work, as determined through industry standard pricing for CCTV inspection. As of April 8, 2010, the budget for professional services available and unencumbered in the Sewer Fund is \$28,301 (110-550-3000-320). Staff respectfully requests that an appropriation of \$44,699 be approved to fully fund the services required in compliance with the EPA Order.

## **STAFF RECOMMENDATIONS**

Award Contract to Clean and Inspect Up to 7.8 Miles of Sewer Pipelines to Veolia Water West Operating Services, Inc. of Pleasant Hill, California for a Not to Exceed Amount of \$73,000

Item #: 484

Meeting Date: April 20, 2010

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**ATTACHMENTS:**

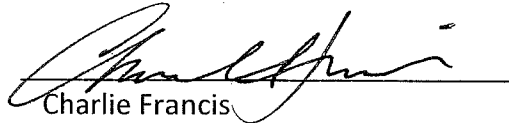
A Resolution of the City Council of the City of Sausalito Appropriating Funds for and Awarding a Contract to Complete Cleaning and Closed Circuit Television Inspection to Veolia Water West Operating Services, Inc. of Pleasant Hill, California for a Not to Exceed Amount of \$73,000

PREPARED BY:



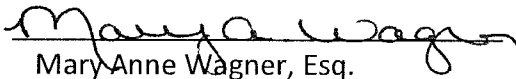
Jonathon Goldman  
Director of Public Works

REVIEWED BY:



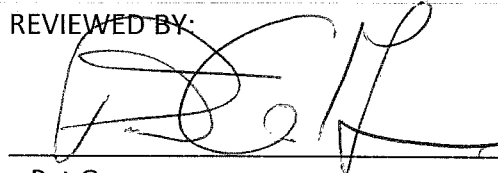
Charlie Francis  
Administrative Services Director/Treasurer

REVIEWED BY:



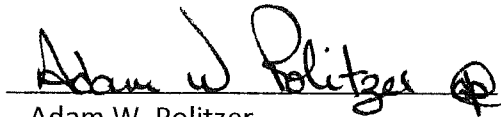
Mary Anne Wagner, Esq.  
City Attorney

REVIEWED BY:



Pat Guasco  
Sanitary Sewer System Coordinator

SUBMITTED BY:



Adam W. Politzer  
City Manager



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO  
APPROPRIATING FUNDS FOR AND AWARDING A CONTRACT TO COMPLETE  
CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION SERVICES TO  
VEOLIA WATER WEST OPERATING SERVICES INC. OF PLEASANT HILL,  
CALIFORNIA FOR A NOT TO EXCEED AMOUNT OF \$73,000**

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**WHEREAS**, the City is required to abide by the requirements of the Amended Order for Compliance (Order) issued by the EPA on November 24, 2008; and

**WHEREAS**, the Order requires the City to complete, by April 15, 2010, closed circuit television (CCTV) inspection of its existing pipelines that do not currently have an associated inspection record; and

**WHEREAS**, Staff has diligently informed the EPA that the required inspections will be completed before the Order requires the final report (October 15, 2010), but not before April 15, 2010; and

**WHEREAS**, the approximate length of these uninspected pipes is 7.8 miles; and

**WHEREAS**, as of April 8, 2010, the budget for professional services available and unencumbered in the Sewer Fund is \$28,301 (110-550-3000-320) – recognizing this, Staff respectfully requests that an appropriation of \$44,699 be approved to fully fund the services required in compliance with the EPA Order; and

**WHEREAS**, West Yost Associates prepared specifications for the required cleaning and inspection services; and

**WHEREAS**, City Staff reviewed and approved the specifications, and West Yost Associates solicited proposals, and the Request for Proposals (RFP) and two addenda are attached hereto and made a part hereof; and

**WHEREAS**, two (2) proposals were received and evaluated and the proposal for Veolia Water West Operating Services, Inc, for the not-to-exceed amount of \$73,000 (SEVENTY-THREE THOUSAND AND 00/100 DOLLARS), was found to fully comply with the RFP and provide the lowest cost; and

**WHEREAS**, Staff finds that as a ministerial action, the project is statutorily exempt from the California Environmental Quality Act (CEQA) (14 CCR § 15268); as a discretionary action, it is categorically exempt from CEQA under 14 CCR § 15301, Existing Facilities, in that it consists of maintenance of an existing public facility involving negligible or no expansion of use; and

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**WHEREAS**, as the lead agency for the work, the City is responsible for issuing a Notice of Exemption communicating these findings under CEQA; and

**WHEREAS**, Staff recommends that the contract to provide cleaning and CCTV inspection services be awarded to Veolia Water West Operating Services, Inc.

**NOW, THEREFORE**, the City Council of the City of Sausalito does hereby resolve as follows:

1. As a ministerial action, the CCTV inspection project is statutorily exempt from the California Environmental Quality Act (CEQA) (14 CCR § 15268); as a discretionary action, the project is categorically exempt from CEQA under 14 CCR § 15301, Existing Facilities, in that it consists of maintenance to an existing public facility involving negligible or no expansion of use.
2. The required Supplemental Appropriation of \$44,699 from reserves is approved.
3. The attached and incorporated by reference hereunder Contract between Veolia Water West Operating Services, Inc. and the City of Sausalito is hereby approved in the not-to-exceed amount of \$73,000 (SEVENTY THREE THOUSAND AND 00/100 DOLLARS).
4. The City Manager is authorized to execute said Contract on behalf of the City.
5. City Staff is directed to file the attached and incorporated by reference herein Notice of Exemption with the County of Marin and the State of California, Office of Planning and Research.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Sausalito on the 20<sup>th</sup> day of April, 2010, by the following vote:

AYES: Councilmembers:  
NOES: Councilmembers:  
ABSTAIN: Councilmembers:  
ABSENT: Councilmembers:

\_\_\_\_\_  
MAYOR OF THE CITY OF SAUSALITO

ATTEST:

\_\_\_\_\_  
CITY CLERK

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**NOTICE OF EXEMPTION**  
**CITY OF SAUSALITO**  
**SANITARY SEWER CLEANING, INSPECTION AND CONDITION ASSESSMENT**

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To: Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

From: City of Sausalito  
420 Litho Street  
Sausalito, CA 94965-1933

Marin County Clerk  
P.O. Box E  
San Rafael, CA 94913

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**Name of Lead Agency Approving the Project:**

City of Sausalito

**Name of Applicant, Person, or Agency Carrying Out Project:**

City of Sausalito

**Applicant Address:**

420 Litho Street  
Sausalito, CA 94965-1933

**Lead Agency Contact Person:**

Jonathon Goldman  
Director of Public Works

**Specific Project Location:** Generally upland segments of the Sausalito Municipal Wastewater Collection System as depicted on the attached Figure 1, Summary of CCTV inspections in black and orange dashed alignments.

**Project Location – City and County:** Sausalito, Marin

**Description of Project:**

The City of Sausalito proposes to clean, inspect and assess the condition of sanitary sewer facilities at the locations shown on the attached Figure 1.

Work will occur within existing pipes, access points (manholes, rodholes and lampholes) public rights-of-way and public sewer easements. Materials removed during cleaning will be discharged to the sanitary sewer. Trained personnel and Best Management Practices will be employed to minimize potential traffic delays and to protect workers, the community and the environment. Streets will remain open with traffic controls during work.

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**Exempt Status – Class and Guidelines Section:** As a discretionary action, categorically exempt from CEQA under 14 CCR § 15301, Existing Facilities, in that it consists of maintenance of an existing public facility involving negligible or no expansion of use

**Reasons Why Project is Exempt:** The project involves the cleaning, inspection and assessment of the condition of existing underground pipes and access points.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

signed by Lead Agency **Date received for filing at OPR:** \_\_\_\_\_

signed by Applicant **Date received for filing at** \_\_\_\_\_  
**Marin County:** \_\_\_\_\_

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**CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT**

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_\_ day of April, 2010, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **Veolia Water West Operating Services, Inc.** - (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**Section 1. Scope of Work**

Consultant shall provide City with the services described in Exhibit A, Request for Proposals and Addenda 1 and 2, which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual.** The individual directly responsible for the performance of the duties of Consultant is **Mark Grushayev, Program Manager**. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

**Section 3. Work Schedule.**

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control. The target timeline for completion of all services is six weeks from the Notice to Proceed, as included in the Consultant's proposal.

**Section 4. Compensation.**

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated in an amount not to exceed **SEVENTY THREE THOUSAND DOLLARS (\$73,000)** which includes Consultant's reimbursable expenses and markup as provided for in the unit cost schedule attached as Exhibit B hereto and incorporated herein by reference. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

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**Section 5. Amendments.**

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

**Section 6. Independent Contractor - Subcontractors.**

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

**Section 7. Consultant's Responsibility.**

It is understood and agreed that Consultant has the professional skills and equipment necessary to perform the Work, and that City relies upon the professional skills and equipment of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

**Section 8. Hold Harmless and Indemnification.**

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

**Section 9. Insurance.**

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

With the exception of professional liability, the liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

**Section 10. Nondiscrimination.**

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 11. City Personnel Conflict of Interest.**

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 12. Consultant Conflict of Interest.**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

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**Section 13. Assignment.**

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

**Section 14. Ownership of Documents.**

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

**Section 15. Termination.**

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

**In Witness Whereof**, City and Consultant have executed this Agreement as of the date first written above.

**City of Sausalito**

**Consultant**

\_\_\_\_\_  
By: Adam J. Politzer  
Its: City Manager

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

Approved as to Form:

\_\_\_\_\_  
By: Mary Anne Wagner, Esq.  
Its: City Attorney

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**EXHIBIT A**  
**SCOPE OF WORK**



**City of Sausalito**  
**REQUEST FOR PROPOSALS**  
**FY 2010 Cleaning and Closed-Circuit Television Inspection**  
**and Condition Rating Services**

**INTRODUCTION**

The City of Sausalito is seeking proposals from qualified firms to provide Cleaning, Closed-Circuit Television (CCTV) inspection, and Condition Rating services for approximately 7.9 miles of sanitary sewer mains as discussed further in the attached technical specifications.

The work to be completed under this contract consists of cleaning and CCTV inspection of sanitary sewer mains and laterals as directed by the City, and assignment of NASSCO PACP condition ratings to the CCTV observations. The work shall also include the removal and disposal of solids, sludge, grit, grease, sand, pieces of broken pipe and any other debris from the sanitary sewer lines and sanitary manholes. Sewer mains shall remain in service during the cleaning process.

The Contractor shall be responsible for obtaining all permits, all traffic control, securing its own staging and laydown areas, confined space entry, and all other ancillary requirements of the Project.

There shall be no bypass pumping allowed, or any other method which disrupts the flow without expressed written permission from the City. Continuous evacuation of flow from the pipe will be required to document the condition of the pipe invert.

**QUESTIONS REGARDING REQUEST FOR PROPOSALS**

West Yost Associates is conducting this procurement on behalf of the City. However, the contract will be directly with the City of Sausalito.

Please direct all questions regarding this Request for Proposals (RFP) to Vivian Housen, West Yost Associates, (925) 461-6791 or [vhousen@westyost.com](mailto:vhousen@westyost.com).

**SUBMISSION OF PROPOSALS**

All proposals shall be submitted by email or regular mail, by 4:00 p.m. on Tuesday, March 9, 2010 to:

Vivian Housen  
West Yost Associates  
7041 Koll Center Parkway, Suite 110  
Pleasanton, CA 94566  
[vhousen@westyost.com](mailto:vhousen@westyost.com)

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The Proposer shall submit one copy of the proposal in a sealed envelope and/or submit a single reproducible pdf submittal, bearing the Proposer's name and address clearly marked,

**“FY2010 Cleaning, Closed-Circuit Television Inspection, and Condition Rating of City of Sausalito Sanitary Sewer Mains.”**

All proposals received after the established time and date will be returned to the Proposer unopened.

**ADDENDA**

Any addenda issued by the City shall be in writing, shall become a part of this RFP, and shall be acknowledged and responded to by Proposer.

**WITHDRAWAL OF PROPOSALS**

A Proposer may withdraw their proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

**CERTIFICATION**

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- Have carefully read and fully understand the information that was provided in this RFP, including the Specifications included in Attachment A, and have completed all field investigations needed to serve as the basis for submission of this proposal.
- Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- Represent that all information contained in the proposal is true and correct.
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed of any fact or condition.



The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

Responses from the City or its representatives to questions by any Proposer will be communicated in writing to all recipients of this RFP.

### **RIGHTS OF THE CITY OF SAUSALITO**

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion
- Reject any and all proposals
- Issue subsequent Requests for Proposals
- Postpone opening proposals for its own convenience
- Remedy errors in the Request for Proposals process
- Approve or disapprove the use of particular subconsultants
- Negotiate with any, all or none of the Proposers
- Accept other than the lowest offer for this Professional Services contract
- Waive informalities and irregularities in the Proposals
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City

An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Proposer.

### **INFORMATION TO BE SUBMITTED**

All proposals shall address the following items. The proposals must address the items in the order listed below. The proposal shall be limited to 10 pages, excluding resumes.

1. Cover Letter introducing the firm and providing a brief outline of the approach to the work.
2. Firm Information. Include a brief description of the Proposer's firm, including firm name, address, phone number, email address and primary contact person; current

permanent staff size as well as local organization structure; and, a discussion of the firm's financial stability, capacity and resources.

3. **Qualifications of the Firm.** Describe the Proposer's qualifications and previous experience supplying like services and/or equipment to similar public agencies. Include three (3) client references with names and phone numbers of contacts who will confirm the scope and quality of work provided.
4. **Work Plan.** This section shall establish that the Proposer understands the City's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required services and providing the required product. The work plan should include a description of materials and equipment to be used by the Proposing firm for both cleaning and CCTV; description of anticipated equipment set-up and staging needs, traffic control requirements, and debris removal plan; discussion of materials and methods to be used to mitigate odor and noise at the project sites; process used to work with impacted residents.
5. **Project Staffing.** Present the project team, including the name and resumes of key personnel who will be assigned to the project.
6. **Schedule.** Define the timeframe needed to complete the work, assuming a Notice to Proceed of March 15, 2010. It is critical that the City complete all CCTV inspection and condition rating as soon as possible without sacrificing quality. Time is of the essence.
7. **Unit Cost and Rates.** Include the following unit cost and price information. This unit cost information, but not the proposed total cost, will be contained in a potential agreement with the City. The lengths and pipeline diameters shown are estimates, and will be refined and included in the potential agreement together with a not to exceed cost based on the proposed unit rates. The unit rates shown shall apply to pipelines with the given diameters, regardless of actual length, and include reverse setup if needed. Cost must be inclusive, and include direct costs, indirect costs and overhead, including but not limited to: materials, delivery, transportation, communications, travel, permit fees, taxes, per diem, and out of pocket expenses.

No.	Main size	Main Length	Cleaning	CCTV	Total Fees
	Dia. (in.)	Feet	\$/Ft.	\$/Ft.	\$
1	4" to 6" Streets	28,000			
2	4" to 6" Easements	10,000			
3	8" to 10"	4,000			
Total					

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### **CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this RFP, if awarded, will be an Agreement for Services directly with the City of Sausalito. The method of payment to the successful Proposer shall be for services provided based on proposed unit rates. Due to the urgent nature of the work, the City reserves the right to pursue the work in phases, and award a Phase I contract for an amount not to exceed \$50,000.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including the City's Insurance Requirements, as included in Attachment B.

### **REVIEW AND SELECTION PROCESS - EVALUATION CRITERIA**

City staff and its representatives will evaluate the proposals provided in response to this RFP based on the following criteria:

- Quality and completeness of proposal
- Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity
- Cost to the City
- Proposer's ability to perform the work within an accelerated timeframe without compromising quality
- Proposer's prior performance with City or other agencies

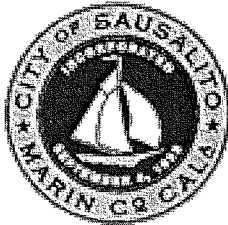
### **PUBLIC NATURE OF PROPOSAL MATERIAL**

Responses to this RFP become the exclusive property of the City. At such time as the City awards a contract, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary," or if disclosure, in the City's sole discretion, is required under the Public Records Act as addressed below. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Attachment 1

CITY OF SAUSALITO

MARIN COUNTY, CALIFORNIA



Public Works, Engineering Division  
420 Litho Street  
Sausalito, California 94965  
Phone: (415) 289-4100

TECHNICAL SPECIFICATIONS  
CITY OF SAUSALITO  
SANITARY SEWER CLEANING  
AND CLOSED CIRCUIT TELEVISION INSPECTION SERVICES

FEBRUARY 2010

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**TECHNICAL SPECIFICATIONS**  
**CITY OF SAUSALITO**  
**SANITARY SEWER CLEANING**  
**AND CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**

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**TECHNICAL SPECIFICATIONS**

**CITY OF SAUSALITO**

**SANITARY SEWER CLEANING**

**AND CLOSED CIRCUIT TELEVISION INSPECTION SERVICES**

**PART 1.0 - GENERAL**

*1.01* GENERAL DESCRIPTION OF THE WORK

The Contractor shall clean and inspect the City's sewer pipelines as indicated by "planned inspections" in Figure 1. This work includes closed circuit television (CCTV) inspection of approximately 7.9 miles of 4- through 10-inch pipelines.

All cleaning and inspection must be initiated by March 15, 2010.

CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations.

Data collected, including CCTV inspection and condition rating databases, videos, photos, and other information must be compatible with, and provided in a format that will readily upload to the City's ICOMMM CMMS system. It is the Contractor's responsibility to review the existing ICOMMM system to assess documentation and format needs.

*1.02* GENERAL REQUIREMENTS

- A. The Contractor shall be in full charge and be responsible for the job site and the work to be performed, subject to the requirements of these Specifications.
- B. The Contractor shall perform sewer condition assessment services immediately upon execution of the agreement by the City.
- C. The Contractor shall observe and comply with all Federal, State, and Local laws, ordinances, codes, orders, and regulations, which in any manner affect the conduct of work, specifically as it relates to safety and sewage spills.
- D. The Contractor shall maintain proper licenses required by the State of California to perform the required services during the period of this agreement.
- E. The Contractor shall obtain all necessary permits and observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice.

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- F. Confined space entry is expected and is the responsibility of the Contractor. The Contractor shall provide all necessary staff and equipment required to safely complete required confined space entry.
- G. At a minimum, the Contractor shall maintain one-way traffic and vehicular, pedestrian, and other access at all times.
- H. The Contractor shall respect the rights of property owners, and not enter upon private property without first notifying the City and then obtaining permission from the owner of the property.
- I. For manholes located on easements on private property, the Contractor shall provide the property owner with 24-hour advance notice for easement access prior to entering the property, unless the property owner provides immediate permission (Note: renters cannot provide access).
- J. The Contractor shall obtain all electricity and water necessary for the performance of the work.
- K. The Contractor shall not remove any trees, plants, shrubs, or ornamental vegetation without the prior written consent of the City.
- L. The Contractor shall progress with the work in an orderly manner at appropriate times not to interfere excessively with the normal routine of the neighborhood. A schedule of work shall be submitted to the City for review and approval prior to setting up for work.
- M. Cleaning and CCTV inspection operations shall not result in the interruption of sewage service to any customer in the City. Sewage must be controlled within the pipeline at all times.
- N. The Contractor shall reseal all manholes encountered that were sealed for the control of odors or entry of extraneous water.
- O. The Contractor shall provide corrective services in thirty days without charge to the City for services which fail to meet the standards and the specific guarantee requirements set forth in these Specifications, and are reported to Contractor in writing.
- P. Should the Contractor fail or refuse to perform promptly its obligations, the City may render or undertake the performance thereof and the Contractor shall be liable for any expenses thereby incurred.
- Q. The City is not obligated to any minimum or maximum quantities under the contract. Nothing in this document or elsewhere shall be construed as obligating the City to provide a minimum amount of system to be cleaned or inspected.

### 1.03 WORK AND MATERIALS PROVIDED BY THE CONTRACTOR

- A. The Contractor shall perform the services described in these Technical Specifications.
- B. The Contractor shall furnish all labor, tools, equipment, materials, traffic control, safety requirements, reports, and supplies required for the performance of the Work.

## **PART 2.0 - SEWER LINE CLEANING**

### 2.01 GENERAL

- A. Sewers shall be cleaned by removing grit, loose solids, grease, and any construction debris that are present.
- B. All sewer pipelines to be inspected shall be sufficiently cleaned by the Contractor within 72 hours, and no less than one hour prior to CCTV inspection to provide clear examination of the pipe's interior and to provide sufficient opening for the camera to pass through the pipe.
- C. The Contractor shall not damage any pipes, including the plastic liners, if any, and shall be responsible for any repairs to such damage.
- D. Sewer line cleaning shall be performed by the high velocity cleaning (hydroflushing) technique. Any cleaning method other than hydroflushing shall have the prior approval of the City.
- E. Hydroflushing of all sewer lines shall include a minimum of two passes (each pass consists of running the hydroflush cleaning tool all the way to the next manhole and returning it to the entry manhole). The Contractor shall verify that the hydroflush cleaning tool reaches the next manhole on each pass.
- F. If any sewer line shows evidence of being more than one-half filled with solids or if there is excessive root intrusion that would render hydroflushing an ineffective method of cleaning, the Contractor shall notify the City immediately.
- G. If the cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on a second manhole and cleaning reattempted. The cost of multiple manhole setups shall be borne by the Contractor. If successful cleaning cannot be performed from two manholes, or the equipment is unable to traverse the entire manhole section, the contractor shall notify the City as soon as practicable but no later than the end of the same work day.
- H. The Contractor shall remove water from any sags (grade variation greater than one (1) inch in depth) in the sewer lines before CCTV inspection.



2.02 CLEANING EQUIPMENT

- A. The Contractor's hydroflushing equipment shall have the following cleaning tools: 45 degree nozzle, Warthog rotating nozzle or equivalent, chain flail, and root saw in sizes designed for use in the sewer lines designated to be cleaned. Alternative nozzles must be approved by the City prior to commencing work. The chain flail or root saw shall be used as a finishing tool in sewer lines with roots or hard grease.
- B. The equipment shall also include a high-velocity hand gun for washing and scouring manhole walls and floor. The equipment shall also include a vacuum, vacuum hose and enclosed debris tank for appropriate disposal of waste materials flushed from the sewer lines.

2.03 CLEANING PRECAUTIONS

- A. During sewer line cleaning, satisfactory precautions shall be taken in the use of cleaning equipment. Precautions should be taken to ensure that the pressure created does not cause damage to or cause flooding of private property being served by the sewer.
- B. In the instance that the Contractor's cleaning equipment becomes lodged in the sewer, the Contractor will notify the City immediately, and no later than two hours after the time the equipment is deemed unretrievable. The Contractor shall take all steps necessary to safely remove the equipment in a timely manner, without damaging the sewer, and without causing a sanitary sewer overflow (SSO).

2.04 REMOVAL AND DISPOSAL OF DEBRIS

- A. Passing material from sewer section to sewer section shall not be permitted.
- B. All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operations shall be removed and hauled away from the downstream manhole of the section being cleaned.
- C. The Contractor shall be responsible for removing all solid and semisolid materials from the cleaning operation from the work site no less often than at the end of each workday.
- D. Materials which accumulate during the workday shall be placed in totally enclosed and watertight containers. Handling, transport, and disposal of materials shall be in full compliance with all applicable Federal, State, and local requirements.

## **PART 3.0 - SEWER CONDITION ASSESSMENT**

### **3.01 GENERAL**

- A. Contractor shall provide the Project Manager with copies of all CCTV operators' NASSCO certifications. All operators shall be certified.
- B. The video recordings shall be in color DVD format, and shall give clear video/pictures of conditions of pipelines requiring cleaning and any other structural problems. VHS recordings are not allowed.
- C. All data and video recording will become the sole property of the City without restrictions of future use, duplication, modification, and dissemination. The Contractor shall have no vested rights to the completed work.
- D. The project data furnished by the City to the Contractor for this work shall remain the property of the City and shall be returned on termination of the agreement. The Contractor may not distribute, sell or otherwise use data without permission of the City.
- E. The Contractor shall have the ability to communicate with its crew at all times (i.e. cellular phone, radio, etc.) to ensure that adequate communications exists between members of the crew.
- F. If the Contractor encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent sewer spill) the City's project manager shall be notified immediately. Furthermore, the Contractor shall provide a visual record of the section of line containing the condition within 8 hours to City.
- G. If the CCTV camera becomes lodged inside the sewer and can not be retrieved, the Contractor shall inform the City immediately. It is the Contractor's responsibility to remove the camera and ensure that the sewer is not damaged and SSOs do not occur.

### **3.02 CCTV EQUIPMENT**

- A. The Contractor's CCTV equipment shall include video cameras, a video monitor cable, power sources, and all other equipment necessary to perform the needed CCTV inspections.
- B. The cameras shall meet Cal-OSHA requirements for operating in the sanitary sewer environment.
- C. The cameras shall have Pan-and-Tilt capabilities, and shall have a minimum of 360 x 270 degree rotation and illumination sensitivity shall be three lux or

- D. During CCTV inspection, lighting intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered.
- E. All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions.
- F. Manual winches, power winches, TV cable powered rewind or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the line.
- G. The camera cable shall be retracted to remove slack and to ensure an accurate footage reading.
- H. The distance shall be measured between the exit of the start manhole and the entrance of the finish manhole for a true measurement of the length of the pipe segment, as required by PACP. Distance shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot.
- I. The cable footage-counter shall be accurate to plus or minus 2 feet per 1,000 feet. The Contractor shall calibrate their measuring device monthly with a known distance prior to starting the inspection and recording process.
- J. The camera lens shall be kept clear of condensation and debris during the CCTV inspection.
- K. A Nationally Recognized Testing Laboratory must approve all electrical equipment, including CCTV cameras, for use in a Hazardous location and wet environments. This equipment must be approved for use in Class I, Division I, Group 0 Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.
- L. Contractor shall have replacement equipment available within twenty-four (24) hours in the event of equipment breakdown.

3.03 VIDEO LABELING REQUIREMENTS

- A. The naming of the video file shall be automatic, consisting of the "FROM MANHOLE" ID, "TO MANHOLE" ID, and the eight-digit inspection date, as shown in the following example, or as specified by the City:

470106\_470105\_20090101  
 (FromMH\_ ToMH\_ YYYYMMDD)

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- B. Each pipe segment (manhole to manhole) shall be identified with an initial text screen and completed in accordance with PACP's CCTV inspection form header format, as follows:

<u>Line</u>	<u>Number &amp; Description</u>
Line 1:	Surveyed By
Line 2:	Street
Line 3:	Location Code*
Line 4:	Weather*
Line 5:	Direction of Survey (upstream/downstream)
Line 6:	Use of sewer*
Line 7:	Pipe Material
Line 8:	Pipe Diameter/Height
Line 9:	Pipe Length (on plans)
Line 10:	Start Manhole Number
Line 11:	End Manhole Number
Line 12:	Pipe ID (PSR or MMS #)
Line 13:	Inspection Time/Date

Line items noted with an asterisk (\*) are optional depending on the line capacity of the text overlay equipment.

- C. This data must completely match the data entered in the database header information.
- D. During the CCTV inspection, the video shall show the following text at all times:

<u>Line Number</u>	<u>Description</u>
Line 1:	City
Line 2:	Street/ Start Manhole No. / Direction of Inspection/ End Manhole No.
Line 3:	Pipe Material / Pipe Size
Line 4:	Inspection Time/Date/Running Total

### 3.04 CONDUCTING THE VIDEO INSPECTION

- A. Video inspection and reporting shall be submitted in a NASSCO-compatible format.
- B. The recorded files shall have a resolution of 352 by 240 pixels and an interlaced frame rate of a minimum of 24 frames per second.
- C. The initial text screen shall appear no more than 15 seconds at the beginning of the video footage, and shall appear before the 360 degree pan of the starting manhole.

- D. The camera shall be moved through the line at a uniform rate stopping when necessary to ensure proper documentation of the sewer's condition but in no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).
- E. The Contractor shall make a continuous color recording of each complete pipe inspection. The recording shall also be used as a permanent record of defects. Unless directed otherwise by the City, the recording shall be MPEG 4.
- F. Separate video and data files shall be created for each sewer line segment. In case of reverse setup, such inspection shall be stored in a separate video and data files.
- G. The video recording shall include on-screen observation text and narrative for every observation recorded, in addition to the general descriptive text above.
- H. If an undocumented manhole is discovered during the inspection, then a separate inspection shall be started for the additional pipe segment.
- I. The Contractor shall pause the digital recording at any time there is a delay in the inspection and restart the digital video recording in the same digital file. The pause shall in no way affect, freeze, or interrupt the reply of the video and shall not close the video file during the inspection.
- J. During the CCTV inspection, the camera shall stop at all lateral connections, defects, and significant observations to ensure a clear and focused view of the pipe condition and shall rotate the camera head at the defect to allow for adequate evaluation at a later time. The camera shall be panned to look up all laterals.
- K. All defects and significant observations shall include a text overlay and audio narrative of the recorded observation.
- L. If the television camera will not pass through the entire section, the Contractor shall re-set his equipment in a manner so that the inspection can be performed from the opposite maintenance hole. If the camera continues to fail to pass through the entire section, the Contractor shall notify the City as soon as practicable.
- M. A full 360-degree pan of all manholes is required. This video footage shall occur at the beginning of each pipe segment survey inspection from the bottom of the manhole panning up the manhole shaft. The Contractor shall cover the manhole opening to prevent too much light from entering the structure and to ensure a clear and focused view of the manhole interior. In instances when the manhole is the terminating manhole, then the pan shall occur at the end of the pipe segment survey inspection.

- N. Video footage shall be taken centered on the pipe with the water level running horizontally. The camera shall run along the invert of the pipe and not at its side, unless it is passing a point obstacle. If extended driving on the side of the pipe is required, then either the pipe needs a more thorough cleaning or an observation should be noted from the PACP codes describing the nature of the obstacle.

### 3.05 PHOTO OBSERVATIONS

- A. Digital photographs in JPEG format shall be made of all recorded defect observations. These photographs will be computer generated with the use of the inspection reporting system software.
- B. All pictures shall be recorded as a JPEG image at a minimum resolution of 640 X 480 pixels.
- C. At a minimum, all photographs shall be named consisting of the following descriptions: "FROM MANHOLE STATION NUMBER", "TO MANHOLE STATION NUMBER", eight digit inspection date, and the defect 'station' location along the pipe. It is in the Contractor's discretion as to additional data information that may be needed in the naming of the files to make each file unique within the file naming constraints of their inspection software.
- D. 470106\_470105\_20090101\_125\_A.jpg
- E. (FromMHStation\_ToMHStation\_YYYYMMDD\_Defect Position\_UniqueData)
- F. A minimum of TWO photographs of each defect shall be taken, one with a perspective view and one with a close-up view.
- G. ONE photograph is required for each lateral connection looking directly at the connection and each manhole observation from the bottom of the manhole looking up.

### 3.06 SPECIAL CONDITIONS

- A. Maximum depth of flow for CCTV inspections shall be 25 percent of the pipe diameter. If the depth of flow is greater, then the CCTV inspection shall be performed during the low flow periods between the hours of 10:00 p.m. to 6:00 a.m. The Contractor shall pay special attention to all local jurisdiction rules and regulations, especially regarding activities during off-peak hours.
- B. If the Contractor encounters a surcharging manhole (whereas the flow at the manhole is at least 50 percent of the sewer pipe diameter), then the Contractor shall immediately notify the City's project manager.

## PART 4.0 - SUBMITTALS

### 4.01 EXAMPLE SUBMITTAL

- A. The Contractor shall provide a sample submittal of the CCTV video output, inspection log, digital photos, and inspection evaluation database, after completing 2 days of CCTV inspection. City staff shall determine the typical video quality, quality of cleaning of the pipe, and judgment exercised on the evaluation of pipe condition. This submittal shall note any changes to these specifications listed regarding video format, compression or other conditions for review and approval by the City.

### 4.02 SUBMITTAL

- A. The Contractor shall submit all video recording, image files, and databases in a digital format. For the purpose of backup, a paper copy of the completed log sheets will be retained by the Contractor. The submittal contents are described in this section.
- B. Contractor shall provide an external hard drive or DVD(s) containing the database, video, and photo files within one week of completion of the CCTV inspection.
- C. If a hard drive is submitted, the submittal shall include the power cord and USB connection cable. The external hard drive and cables will become property of the City.
- D. DVD's or external hard drive(s), binder cover and binder spine label shall include the following information on computer-generated labels:
  - 1. City of Sausalito Collection System Division
  - 2. General Contractor Name and Sub-contractor Name
  - 3. Project Name and City Agreement No.
  - 4. Start Date of CCTV Inspections (e.g. MM/DD/YYYY)
  - 5. Finish Date of CCTV Inspections (e.g. MM/DD/YYYY)
- E. If requested by the City, the Contractor shall have the ability to provide copies of said DVD recordings within 24 hour of the assignment.
- F. Contractor shall have all DVDs and necessary playback equipment readily accessible for review by the City during the life of the contract. The DVDs shall give clear pictures of conditions of pipelines requiring cleaning and any other structural problems. DVD(s) deemed unacceptable by the City shall be reproduced at no cost to the City.

G. The data shall be followed within two weeks of completion of the CCTV inspection by a printed Report in a hardcover white clear view 3-ring binder containing the following information:

1. An executive summary for the CCTV Inspection
2. Written summary report that discusses scope of work;
3. Sewer maps and plans provided by the City for purposes of the inspection
4. Footage calibration report for each camera used.
5. PACP Certificate copies of all operators.
6. Summary table, sorted by StartManhole, of all pipeline segments inspected with the following fields in the order listed:

Column 1: Date and Time of Inspection

Column 2: Survey Operator

Column 3: Address

Column 4: Weather

Column 5: Direction of Survey

Column 6: Pipe Material

Column 7: Pipe Diameter

Column 8: Total Pipe Length (per as-built plan)

Column 9: Televised Length

Column 10: Start Manhole

Column 11: Stop Manhole

Column 12: Quick Maintenance Rating (per PACP)

Column 13: Quick Structure Rating (per PACP)

Column 14: Section Number

7. An observation table, sorted by SectionNumber, of all pipeline segments inspected with the following fields in the order listed. The observation table shall be accompanied by relevant photographs and schematics:

Column 1: Section Number

Column 2: Position of Defect – Position

Column 3: Position of Defect - Clock

Column 3: Observation Code (per PACP)

Column 4: Observation Description (per PACP)

Column 5: Structural Grade (per PACP)

Column 6: O&M Grade (per PACP)



#### 4.03 REVIEW OF VIDEO DOCUMENTATION

- A. All video documentation shall be reviewed by the CITY for focus, lighting, clarity of view, and technical quality.
- B. Videos or photographs recorded while a camera has flipped over in the process of traveling or the viewing of laterals, obstructions, or defects are blocked by cables, skids or other equipment will not be accepted.
- C. Shape, focus, proper lighting, and clear, distortion-free viewing during the camera operations shall be maintained. Failure to maintain these conditions will result in the rejection of the video and/or photographs by the City.
- D. Videos or photographs recorded showing steam, inadequate lighting, or other poor image quality will be cause for rejection by the City.
- E. Any reach of sewer where recording quality, inspection, and/or report is not acceptable to City according to this Specification shall be re-televised, or data modified at no additional cost to the City.

#### **PART 5.0 - ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR**

In the event of any Contractor-related overflow or interruption/backup of customer service, the Contractor shall immediately notify the City and shall contain and eliminate the overflow.

The Contractor shall be responsible for any fines levied by others, reimbursement of any agency incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs to customers as a result of the Contractor's work. This is in addition to any and all costs incurred by the customer.

City reserves the right to deduct any costs resulting from the above by reducing the amounts from the next invoice owed to the contractor or by direct billing to the contractor which shall be paid no later than thirty (30) days following invoice date.

**FIGURE 1**

**City of Sausalito  
2010 CCTV Inspection &  
Condition Rating Project**

**Summary of CCTV  
Inspections**



**NOTES:**

**LEGEND:**

- City Owned, District Operated PS
- District Owned, District Operated PS
- SMCSD Pipeline
- Previously Inspected (since 1/1/2000)
- Inspected from 10/1/08 - 9/30/09
- Planned Inspections (by April 2010)



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**CITY OF SAUSALITO  
PROFESSIONAL/CONSULTING SERVICES AGREEMENT**

This **PROFESSIONAL/CONSULTING SERVICES AGREEMENT**, (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF SAUSALITO**, a municipal corporation (hereinafter "City") and **[Firm]** - (hereinafter "Consultant").

In consideration of the mutual promises contained herein, the parties hereto agree as follows:

**Section 1. Scope of Work**

Consultant shall provide City with the services described in Exhibit A which is attached hereto and incorporated herein by this reference as though set forth in full.

The duties and services required of Consultant under this Agreement and pursuant to this Section 1 are referred to throughout the remainder of this Agreement as "the Work."

**Section 2. Responsible Individual.** The individual directly responsible for the performance of the duties of Consultant is **[Firm Contact]**. Consultant represents and warrants that the execution of this Agreement has been approved by Consultant and that person executing this Agreement on behalf of Consultant has the full authority to do so.

**Section 3. Work Schedule.**

Consultant shall be available to work as many hours as required to complete the Work immediately upon receipt of the signed Agreement from the City and shall complete each task in a timely manner as specified. Consultant shall not be held responsible for delays caused beyond its reasonable control.

**Section 4. Compensation.**

In consideration of the performance of the Work described in Section 1 pursuant to the schedule set forth in Section 3, Consultant shall be compensated in an amount not to exceed **[Compensation]** which includes \$\_\_\_\_\_ for Consultant's reimbursable expenses and markup as provided for in the rate schedule attached as Exhibit B hereto and incorporated herein by reference. Consultant acknowledges and agrees that the compensation to be paid to Consultant under this Section 4 represents the full amount due and owing to Consultant in connection with performance of the Work.

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**Section 5. Amendments.**

In the event City desires to retain Consultant for the performance of additional services, or wishes to delete any services in connection with this Agreement, specifications of such changes and adjustments to compensation due Consultant therefore shall be made only by written and signed amendment to this Agreement.

**Section 6. Independent Contractor - Subcontractors.**

It is specifically understood and agreed that in the making and performance of this Agreement, Consultant is an independent contractor and is not and shall not be construed to be an employee, common law employee, agent or servant of City. The consultant shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. Consultant acknowledges and agrees that he/she is not entitled to the benefits of civil service status and/or the rights and privileges enjoyed by civil service employees and Consultant hereby waives any and all claims to such rights and/or privileges.

**Section 7. Consultant's Responsibility.**

It is understood and agreed that Consultant has the professional skills necessary to perform the Work, and that City relies upon the professional skills of the Consultant to do and perform the Work in a skillful and professional manner in accordance with the standards of the profession. Consultant thus agrees to so perform the Work.

Acceptance by City of the Work, or any of it, does not operate as a release of the Consultant from such professional responsibility. It is further understood and agreed that Consultant has reviewed in detail the scope of the work to be performed under this Agreement and agrees that in his professional judgment, the Work can and shall be completed for a fee within the amounts set forth in Section 3 of this Agreement.

**Section 8. Hold Harmless and Indemnification.**

Consultant shall indemnify, defend and save City, its officers, elected and appointed officials, employees, contractors and agents harmless from and against any and all liability, claims, suits, actions, damages and/or causes of action of any kind arising out of any bodily injury, personal injury, property damage or in violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of Consultant, or on account of the performance or character of the Work or otherwise related to its performance of this Agreement to the extent that any such liability, claims, suits, actions, damages and/or causes of action arises out of the intentional, negligent or willful misconduct of the Consultant.

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**Section 9. Insurance.**

Consultant shall take out and maintain during the life of the Contract: (a) Comprehensive General Liability and Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit applying to bodily injury, personal injury and property damage; (b) professional liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

The liability policy(ies) are to contain, or be endorsed to contain, the following provisions:

The City, its officers, elected and appointed officials, employees, contractors and agents must be named as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.

**Section 10. Nondiscrimination.**

There shall be no discrimination against any employee who is employed in the Work, or against any applicant for such employment because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 11. City Personnel Conflict of Interest.**

No officers, member, or employee of City and no member of the governing body of City who exercises any functions or responsibilities in the review, approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which she is, directly or indirectly interested; nor shall any such officer, member or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**Section 12. Consultant Conflict of Interest.**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no persons having any such interest shall be employed.

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**Section 13. Assignment.**

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of City.

**Section 14. Ownership of Documents.**

Consultant agrees that all documents produced in the performance of this Agreement shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. The Work shall be used solely for the project for which it was originally intended.

**Section 15. Termination.**

City may terminate this Agreement at any time without reason stated or required by giving written notice of the same and specifying the effective date thereof, at least seven calendar days before the effective date of such termination. If the Agreement is terminated by City as provided herein, Consultant shall be paid for all effort and material expended on behalf of the Work under the terms of this Agreement, less any charges against Consultant as otherwise provided herein, up to the effective date of termination, except that upon notification of such termination, Consultant shall immediately cease to undertake any duties under the Agreement not yet underway, and shall limit its further activities up to the effective date of termination to those duties necessary to wind up work then underway.

**In Witness Whereof**, City and Consultant have executed this Agreement as of the date first written above.

**City of Sausalito**

**Consultant**

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

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

approved as to form:

Mary Anne Wagner  
City Attorney

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**EXHIBIT A**  
**SCOPE OF WORK**

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**EXHIBIT B**  
**RATE SCHEDULE**

4B4  
4D



**Vivian Housen**

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**From:** Vivian Housen  
**Sent:** Friday, March 05, 2010 7:37 PM  
**To:** Vivian Housen  
**Subject:** Sausalito CCTV RFP - Addendum 2  
**Attachments:** Sausalito Uninspected Pipes by Size.pdf

Attached is the Figure showing pipe size distribution, as referenced in Addendum 1.

Section 3.04M requires a 360-degree pan of each manhole from the bottom of the pipe upwards. In addition, a separate video shall be provided of the manhole from the street level to bottom of manhole, sufficiently lit and detailed to provide information about manhole construction and condition. Further, the use of MACP forms shall sufficiently describe all physical attributes of the manhole and associated pipelines, and all observed defects within the manhole including their type, severity, and location. However, a full MACP inspection of each manhole is not required.

**Due to the addition of this Addendum 2, the time allowed for submittal of proposals is extended to Thursday, March 11 at 12 noon.**

Thank you,  
Vivian

**Vivian Housen, P.E.**  
West Yost Associates

2185 North California Boulevard, Suite 315  
Walnut Creek, CA 94596

7041 Koll Center Parkway, Suite 110  
Pleasanton, CA 94566

P 925.461.6791  
F 925.426.2585  
www.westyost.com  
vhousen@westyost.com

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**From:** Vivian Housen  
**Sent:** Friday, March 05, 2010 7:41 AM  
**To:** Vivian Housen  
**Subject:** Sausalito CCTV RFP - Addendum 1

1. Breakdown of pipe size and location has changed . A map showing pipe size by location will be distributed this afternoon.

- 12 pipe segments in easements comprised of 2,660 lf (6-inch); and 550 lf (8-inch)
- 147 pipe segments in roadways comprised of 395 lf (4-inch); 12,870 lf (6-inch); 1,210 lf (8-inch); 10,240 lf (10-inch)
- Approximately 13,800 lf of unknown diameter. Assume that this pipe is 6-inch diameter, located within City

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streets

2. Labeling required by 3.03.A has changed. The City labels CCTV videos as follows:

Map Page UpstreamID-DownstreamID. For example, Map S4 MH 310153 – MH 310152

3. All references to Manhole inspection requirements are described in Section 3.04M of the specifications. In addition to the required video, completion of the PACP Pipe Connection Fields Table and the Manhole Inspection Details Form should be completed to document any condition issues.

4. Section 3.06A allows depth of flow to be up to 25 percent of pipe diameter. The City will, in specific locations, require excavation of existing flow to allow inspection of the pipe invert. The Proposer is requested to provide a separate estimate for added cost of dewatering the pipe during the inspection. Pipes requiring dewatering are generally located in areas with minimal grade. Pipes located within Bay Mud zones have likely experienced subsidence and may have sags or reverse grades. CCTV of pipes in Bay Mud zones must be completed during low tidal events.

5. Expect heavy roots in treed areas and medium grit in pipelines with minimal grade during pipeline cleaning.

6. Some of the pipe segments shown have limited camera access. If access cannot be accomplished with a pan and tilt mainline camera, the City shall be notified immediately. Where requested by the City, an attempt shall be made to access the line using a lateral push camera. If access is not available for a lateral camera, the inspection will be documented as abandoned.

7. Replace the table cost table in the RFP with the following:

No.	Main size	Main Length	Cleaning	CCTV	Total Fees	As-Needed Dewatering
	Dia. (in.)	Feet	\$/Ft.	\$/Ft.	\$	\$/Ft.
1	4" to 6" Streets	27,000				
2	4" to 6" Easements	3,200				
3	8" to 10" Streets	11,450				
Total						

Thanks,  
Vivian

**Vivian Housen, P.E.**  
West Yost Associates

2185 North California Boulevard, Suite 315  
Walnut Creek, CA 94596

7041 Koll Center Parkway, Suite 110  
Pleasanton, CA 94566

P 925.461.6791  
F 925.426.2585  
www.westyost.com  
vhousen@westyost.com

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**Addendum 1  
Figure**

**City of Sausalito  
Cleaning and CCTV RFP**

**Pipe Size Distribution**



0 0.04 0.08 0.16 0.24 Miles

NOTES:

**LEGEND:**

**Sewer Structures**

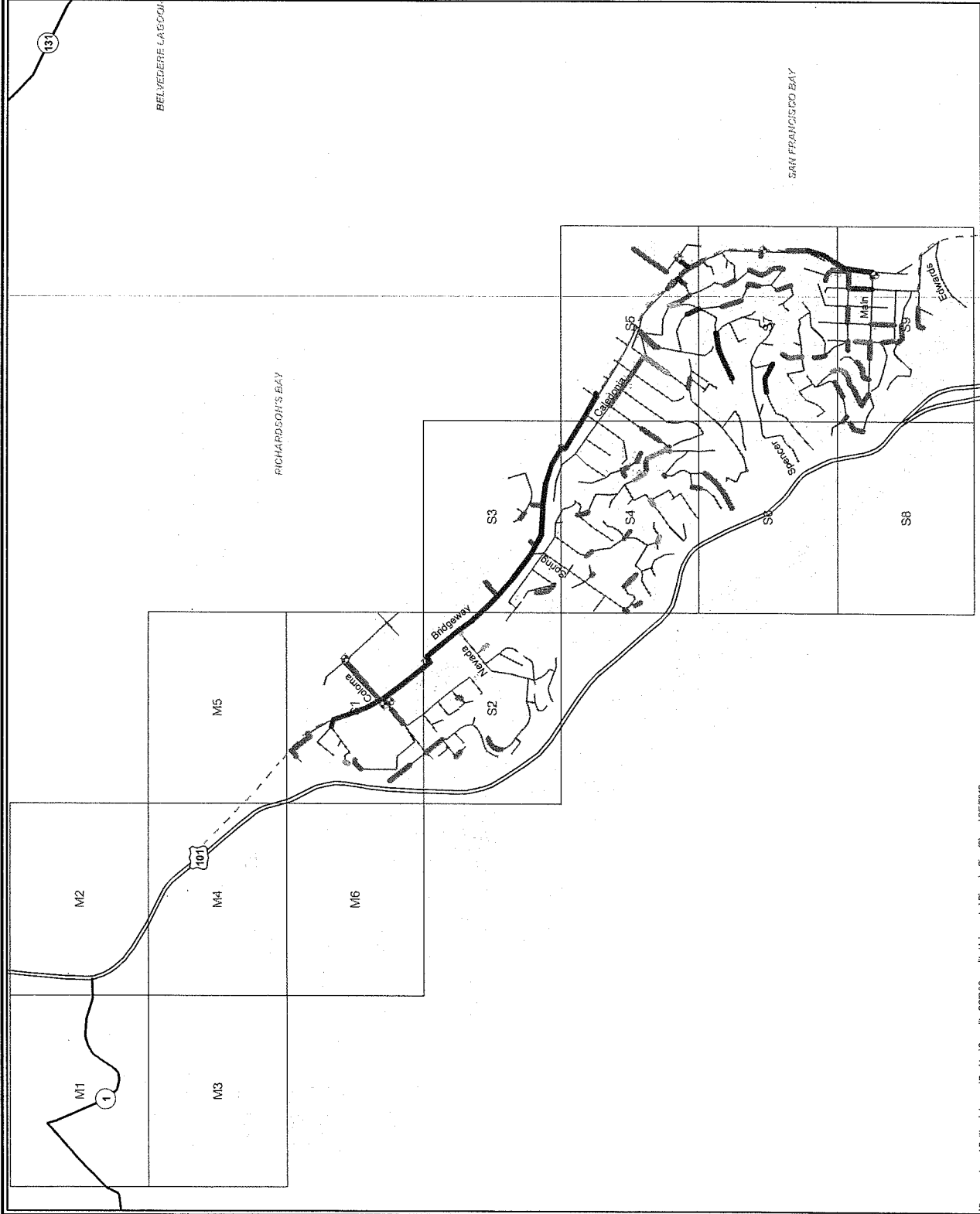
- City Pump Station
- District Pump Station

**Uninspected Pipes**

- 10-Inch
- 4-Inch
- 6-Inch
- 8-Inch
- Gravily Pipeline

**Other Features**

- Force Main
- Highway
- Route
- Grid
- Hydrologic Features
- Parcels



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Submitted to:



**City of Sausalito,  
California**

# Proposal

**FY2010**

**Cleaning, Closed-Circuit Television Inspection,  
and Condition Rating of  
Sanitary Sewer Mains**

**March 11, 2010**



March 11, 2010

Ms. Vivian Housen  
West Yost Associates  
7041 Koll Center Parkway, Suite 110  
Pleasanton, California 94566

Subject: **Proposal**  
**FY2010 Cleaning, Closed-Circuit Television Inspection, and Condition Rating of the  
City of Sausalito Sanitary Sewer Mains**

Dear Ms. Housen:

Through this new procurement the **City of Sausalito**, in collaboration with West Yost Associates, is seeking to partner with an experienced professional services firm to manage and implement cleaning and closed-circuit TV inspection services under your FY 2010 program.

We commend the City's efforts to quickly ramp-up and take the necessary actions to address the U.S. EPA's SSO reduction requirements specified in November 2008. The fundamentals of any underground asset management program include: conclusive data analysis and thorough planning of capacity improvement, financial requirements to achieve performance reliability; defining and executing repair, rehabilitation, or replacement projects are essential to attaining the lowest possible life-cycle cost of your infrastructure investment; and, underlining these efforts, the core for any program is an effective cleaning and accurate condition assessment program.

We understand that the work scope for this proposed program will include: cleaning the sanitary sewer mains and removing solids, roots, rags, soil, sand, pieces of broken pipe, grease, grit and other debris or foreign materials from sanitary sewer laterals, mains and manholes. The focus will be on preparing these lines for the inspection process. Additionally, during this process no by-pass pumping and/or disruptions of flow will be allowed without the expressed written permission of the City's Project Manager. The selected contractor will then be responsible for the inspection and documentation of the condition of the City's sanitary sewer collection system.

**Veolia Water West Operating Services, Inc. (Veolia Water)** is experienced with providing these types of services as a part of the overall scope of work associated with wastewater collection and treatment system operations, as well as stand-alone service supported by our local resource base. The experience of our company includes providing operations, maintenance and management (O&M) services for almost 5,500 miles of sewer lines, and in Northern California we have an experience base that covers more than 38 years in the operation and management of wastewater collection and treatment systems.

*Veolia Water is pleased to present this Proposal in accordance with the City of Sausalito's RFP, dated February 25, 2010. The quality and completeness of this Proposal demonstrates our thorough attention to detail for our deliverables.*

This proposed new project with the City of Sausalito will benefit from this base of experience and resources and will be managed and implemented by the licensed and certified management and O&M staff located at our project with the City of Richmond. Our ongoing contract work with Richmond, as discussed in greater detail in this Proposal, clearly demonstrates our firm's overall understanding of the challenges facing the City of Sausalito. We have been the trusted partner to the City of Richmond for more than six years, operating and managing their 8-MGD secondary wastewater treatment plant, as well as their collection system. That system includes more than 280 miles of sewers and stormwater pipes and 22 lift stations, and under this contract we developed and implemented a comprehensive master plan for the system incorporating the use

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Ms. Vivian Housen  
West Yost Associates, Pleasanton, California  
March 11, 2010

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of GIS (global information system), state-of-the-art computerized maintenance management system (ICOMMM), as well as a condition/capacity assessment that ranks asset criticality through the use of CCTV inspections. Veolia Water has also had a leading role in implementing California's SSMP (Sanitary Sewer Management Plan) for Richmond. Our efforts in this regard have been crucial in terms of bringing the City into compliance with the State's requirements under the SSMP program to reduce and mitigate SSOs. Prior to this, no system for tracking or reporting SSOs existed under City management. Veolia Water established protocols for both and, since 2004, has reduced SSO occurrences by more than 84 percent. This partnership provides the City with improved operations, regularly scheduled maintenance and guaranteed compliance.

The work at Richmond has been carried out under the direction of an experienced Veolia Water Program Manager, Mark Grushayev. He has been a part of our team at Richmond since 2007, and has more than 18 years of overall industry experience. Using the Veolia Water-owned and maintained equipment that will be mobilized from this project site, Mr. Grushayev and licensed and experienced staff resources from that site will be able to effectively manage and deliver on the work scope that the City of Sausalito has defined for this new contract. Our O&M staff at Richmond includes Pipeline Assessment and Certification (PACP) and National Association of Sewer Service Companies (NASSCO) licensed and certified professionals.

This project will also benefit from the national resources and experience of our firm, under the leadership of our Vice President for Underground Asset Management, Jim Galipeau. He has provided leadership on major sewer system inspection and capital programs for communities such as Woonsocket, Rhode Island.

Additionally, our Director of Asset Management, Wayne Griffith, guides Veolia Water's Underground Asset Management program for the West. He is experienced in developing and implementing asset management programs in California, and he will work with our team to bring solutions that are practically applied to ensure that the infrastructure management business objectives for the City of Sausalito are achieved.

In summary, Veolia Water will commit to this project a dedicated management and technical team to implement the work scope that you have defined, and then support these resources with experts from our California O&M staff, as well as our national resource base in the area of underground asset management. This will enable us to provide you with a program that will meet the base level of service that you have defined, while at the same time establishing the basis for a more comprehensive asset management program that will meet the long-term needs of your collection system operations. The overall base of experience and expertise that Veolia Water will commit to this new contract with the City of Sausalito is discussed in detail in this Proposal, and resumes for key management and support resources are appended to this submittal.

As the President of Veolia Water in the West, I executed this Proposal and have the authority to commit our firm to any contract that results from this procurement process. We have prepared our Proposal to comply with the requirements of your Request for Proposal (RFP) and Addenda Nos. 1 and 2. Our contact for this procurement will be:

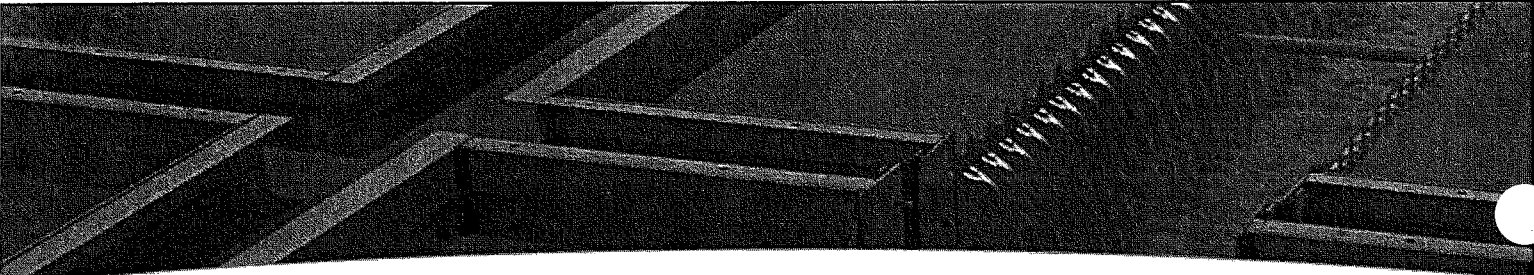
Mr. Wayne Griffith, Director, Asset Management  
Veolia Water West Operating Services, Inc.  
2300 Contra Costa Boulevard, Suite 350, Pleasant Hill, California 94523  
Telephone: 925/771-7200 - Fax: 925/681-0236 - E-mail: wayne.griffith@veoliawaterna.com

I invite you to contact Mr. Griffith or me should you have any questions regarding this Proposal submittal, or if you need any additional information. We very much look forward to your review of this submittal, and to the next steps in this procurement process.

Sincerely yours,

  
Philip Ashcroft  
President - Veolia Water West Operating Services, Inc.

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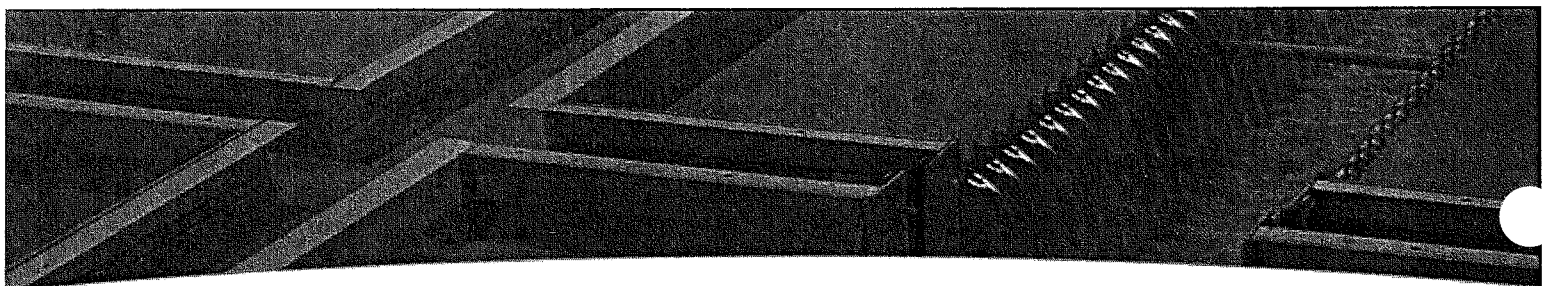
## Appendix A

Resumes for Key Staff

## Appendix B

Veolia West Operating Services, Inc. – California Contractors License

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# Proposal

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# PROPOSAL

## Firm Information

**Veolia Water West Operating Services, Inc.** (Veolia Water), will be the direct contractor to the City of Sausalito for this proposed new contract, and our firm's point of contact for this project will be: Mr. Aaron Winer, District Manager, Veolia Water West Operating Services, Inc., 2300 Contra Costa Boulevard, #350, Pleasant Hill, California 94523 - Telephone: 510/385-6482 - Fax: 925/681-0236 - E-mail: aaron.winer@veoliawaterna.com.

Veolia Water is a direct subsidiary of Veolia Water North America – West, LLC, and holds our firm's California Contactor's License (No. 866429); a copy is included in Appendix B. The company, a corporation under the laws of the State of Delaware, was established in 2005 as Veolia Water Constructors, Inc., and was renamed in 2007. Veolia Water North America – West, LLC, is a limited liability company (LLC) that was established as a separate business entity in the State of Delaware on November 29, 2004, and is an authorized LLC in the State of California.

Veolia Water, has a well-established presence in the State of California, where our firm originated the contract operations, maintenance and management (O&M) approach for municipal wastewater facilities over 38 years ago under a contract with the City of Burlingame—a highly successful partnership that continues to this day. Today our firm has some 13 contracts with governmental and private clients in the State, under which we provide O&M services for 15 wastewater treatment plants (ranging in size from less than 1-MGD to 25-MGD). Our company is headquartered in Pleasant Hill, California. In addition to serving nine projects in our Northern California District and four projects in Southern California, Veolia Water provides water and wastewater services to clients in the Western U.S. and Hawaii.

The direct parent company of Veolia Water North America – West, LLC (and subsidiary companies) is Veolia Water North America Operating Services, LLC, an authorized LLC under the laws of the State of Delaware. The Veolia Water companies in North America are part of a global parent company, Veolia Eau – Compagnie Générale des Eaux S.C.A., a company with revenues of more than \$17 billion in 2008. The firm is also ranked as the “Number 1” water services company and serves the needs of over 132 million people in 60 countries. The company traces its history to the establishment of Compagnie Générale des Eaux (CGE) on December 14, 1853. The Veolia Water companies are in turn part of Veolia Environnement, S.A., which ranks as the only global company able to offer the entire range of environmental services in the water, waste management, energy and transportation sectors. The firm realized more than \$50 billion in revenues in 2008, has an employee base of over 336,000 in 72 countries across the globe and is traded on the New York Stock Exchange.

### Veolia Water in North America

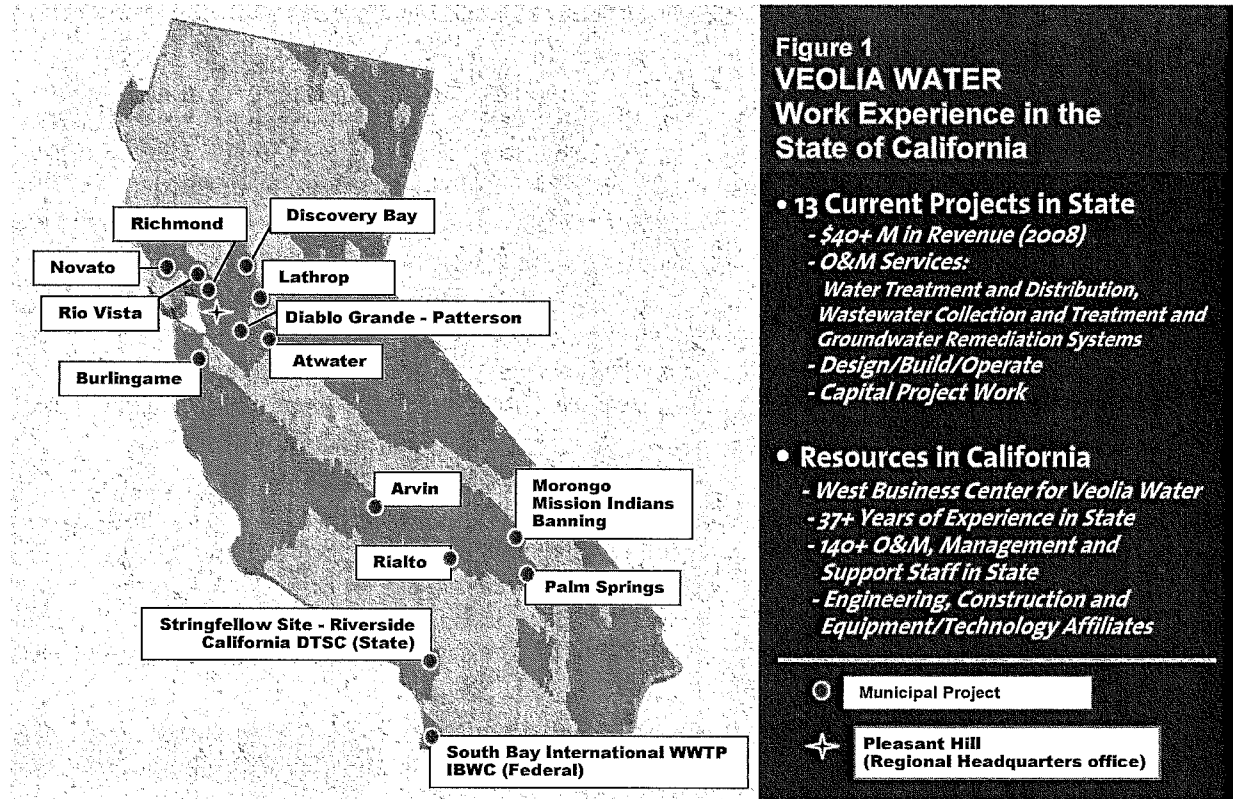
- #1 Water/Wastewater Company in U.S.
- 41% Market Share
- 94% O&M Contract Renewal Rate
- 40+ DBO Projects Implemented
- Operate 400+ Treatment Facilities
- Treat 2.58 billion Gallons of Water and Wastewater per Day
- Process 293,000+ Dry Tons of Biosolids/Year
- Manage 5,300+ miles of Sewer Lines
- Manage 1,200+ Pump Stations
- Manage 6,200+ Miles of Water Lines

## Qualifications of the Firm

Veolia Water's core business is providing water and wastewater products and services, devising customized management solutions, and delivering cost-effective, reliable systems guaranteed for quality, safety and compliance through brand name services and companies. The Veolia Water companies in North America have the largest installed base of technology of any other water company in North America, and we currently operate and manage more than 400 water and wastewater facilities in North America.

Our firm's experience in the O&M of sewer lines and treatment facilities includes contracts with more than 105 North American municipalities, under 66 contracts. Coupled with responsibility for over 6,200 miles of water lines, Veolia Water's commitment to municipal underground assets totals more than 11,500 miles. Our collection system work scope includes providing repair, maintenance, replacement, cleaning, stoppage crews and television inspection. A major aspect of our collection system O&M program is assessing the impact of inflow and infiltration (I/I) sources and, through daily operations, identifying areas and catchments that possess significant I/I. This assessment allows us to advise our clients of the problems and recommend corrective measures.

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In terms of resources for this proposed new project with the City of Sausalito, Veolia Water has hundreds of skilled collections systems Technicians across the country as well as numerous technical experts in Underground Asset Management. We maintain corporate offices in Pleasant Hill, and have over 140 employees in California.

### Reference Projects

In North America, as discussed, Veolia Water operates almost 5,400 miles of sewer lines, which includes sanitary and/or combined sewer systems (pump stations, force mains, interceptors and sewers). We have operated these types of systems under contracts that range from five years to 30+ years. In this work, our firm has demonstrated experience with the operation, maintenance, repair and replacement experience of wastewater collection systems of similar size of pipelines and number of pumping stations as that of the City's collection system. From this base of experience we have selected the following reference projects demonstrating the base of experience we provide in this area. A key reference is the ongoing work with the City of Richmond, from which the staff and equipment resources required for this new contract with Sausalito will be drawn.

Veolia Water's prior experience with similar Bay Area cities and districts demonstrates our capabilities and the value that we can deliver.

### City of Richmond, California

Veolia Water's contract with Richmond has two distinct components. One is for the operation of the City's 16-MGD secondary wastewater treatment plant, and the other for O&M of the City's sanitary sewer and stormwater collection systems. Both components include responsibility for capital improvements. The 20-year DBO contract for the wastewater facilities began in 2002 and focused on curbing excursions at the treatment plant, addressing long-time odor problems and controlling the ever-increasing O&M costs. We completed work to rehabilitate and modernize a number of systems to address the odor problems and reduce O&M cost.

The success of the wastewater facility upgrade program resulted in the award of a similar effort for Richmond's 295-mile collection and stormwater system, adding \$17 million in capital to the O&M project scope. The work includes a major rehabilitation of the City's collection system (including sewers and stormwater pipelines and 22 lift stations), as well as asset management of the systems when capital improvements are complete.

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Veolia Water developed and implemented a comprehensive master plan for the system that incorporates the use of GIS (global information system), state-of-the-art CMMS (computerized maintenance management system) and a condition/capacity assessment that ranks asset criticality through the use of CCTV inspections. Our firm also has the lead role in implementing the State of California's SSMP (Sanitary Sewer Management Plan) for the City. This ongoing project demonstrates how Veolia Water brought our Asset Management solutions together to deliver a comprehensive solution for a large municipality. Under this ongoing contract, we implemented a GIS-based CMMS to maximize the collection of existing asset data and reduce the failure risk.

- **Reference:** Mr. Chad Davisson, Wastewater Contract Administrator – City of Richmond, California – 450 Civic Center Plaza, Richmond, CA 94804 – **Telephone:** 510/231-3049 – **E-mail:** Chad\_davisson@ci.richmond.ca.us
- **Project Cost:** This is a 20-year, \$130 million contract, with a current annual O&M fee of \$5,319,550. To date Veolia Water has implemented a \$7 million program for capital upgrades to the wastewater treatment plant and a \$30 million program for the collection system.
- **Contract Term:** 2002-2022 (ongoing)

### City of Palm Springs, California

This long-term O&M agreement with the City began in 2000 and includes responsibility for a 10.9-MGD trickling filter wastewater plant, a 275-mile collection system, pump stations, a biosolids land application program and the production of high-quality effluent delivered for reuse. We were also responsible for assisting in the development and implementation of an industrial pretreatment program (IPP) for the City.

Veolia Water has maintained a perfect permit compliance record at the City's wastewater facilities and delivered some \$1 million a year in O&M savings and, most recently, brought national recognition to Palm Springs in the form of the Outstanding Achievement Award from the National Conference of Mayors for a methane recovery program that converts a wastewater treatment byproduct to electricity, reducing plant power costs by nearly \$80,000 per year. Additionally, the Colorado River Basin Section of the California Water Environment Association recently selected the City of Palm Springs with the Collection System of the Year award for 2009.

- **Reference:** Mr. Marcus Fuller, Assistant Director of Public Works/Assistant Engineer – City of Palm Springs – P.O. Box 2743, Palm Springs, CA 92263 – **Telephone:** 760/323-8253 (Ext.: 8744) - **E-mail:** Marcus.Fuller@palmsprings-ca.gov
- **Project Cost:** This project has a current annual O&M fee of \$3,180,084. Under this contract Veolia Water has also completed a \$3 million plant rehabilitation design/build project.
- **Contract Term:** 1999-2013 (ongoing)

### City of Arvin, California

Veolia Water, under a contract that began in 1998, provided DBO and financing assistance services for expansion of the City's wastewater plant. The new 2-MGD plant expanded the capacity of City's existing, smaller treatment facility. We also have responsibility for the City's collection system (27 miles of line) and lift station.

In 2008, the City expanded our contract on two occasions, first for expansion of treatment capacity to 2.5 MGD, and second for implementation of a comprehensive Sewer System Management Plan to improve collection system condition and expand hydraulic capacity while reducing infiltration/inflow and sewer system overflows.

- **Reference:** Mr. Alan Christensen, City Manager – City of Arvin - 200 Campus Drive, Arvin, California 93203 - **Telephone:** 661/854-3134 – **E-mail:** alanc@arvinc.org
- **Project Cost:** This is a 35-year, \$54 million agreement with a current annual O&M fee of \$1,089,159.
- **Contract Term:** 1998-2033 (ongoing)

## Work Plan

Veolia Water has extensive experience in the execution of sewer cleaning, CCTV inspection and NASSCO PACP condition rating to CCTV observations, GPS data collection programs and information integration with ICOMMM CMMS systems. Additionally, with numerous California clients, our firm is well aware of the State of California's requirements governing this type of work, including SSMP program requirements.

Veolia Water is prepared to quickly mobilize and be on-site by March 15, 2010. We estimate that the work will be completed in approximately eight weeks. If necessary, we are positioned to accelerate this schedule with additional resources and capabilities.

We understand the specific scope of work that will be required for this project, which will include providing services for the cleaning and inspection of sewer mains, ranging in size from 4- to 10-inch, as well as the removal and disposal of solids, sludge, grit, grease, sand, pieces of broken pipe and any other debris from the sanitary sewer lines and sanitary manholes.

Veolia Water's proposed work plan to meet the requirements of this scope will include the following:

- **Mobilization:** During this phase, Veolia Water's collection system supervisors will complete the planning phase of the project including:
  - Site Review
  - Determination of any Special Traffic Control Situation Requirements (for the cleaning and inspection activities)
  - Identification of Unobtrusive Decant Locations
  - Development of a Work Sequencing Plan
  - Creation of Work Orders for Field Crew Operations
- **Cleaning:** Veolia Water's field crews will begin the cleaning operations three days ahead of the CCTV work, in order to ensure a smooth flow of work. Cleaning work will be completed in accordance with our firm's detailed standard operating procedures. We will use a 2009 Vactor 2100 Series model to complete the cleaning operation. All field data will be collected in handheld minicomputers for future reporting and data storage. This data can be provided in both electronic and hard copy format. Veolia Water expects all cleaning activities to be completed in line with the City's schedule expectations.
- **CCTV Inspection:** Veolia Water uses only PACP-certified technicians for CCTV operations. Our technicians are not only certified, but have years of experience and have completed literally hundreds of inspections on a wide variety of pipe sizes and types. For this project with the City of Sausalito, we will utilize a new CUES WTR III wheeled/tracked transporter and OZIII optical zoom pan-and-tilt camera CCTV truck system to complete the inspections. Manhole inspections will be completed with 360-degree pan from the bottom of the pipe upwards. Additionally, a separate video will be provided of the manhole from the street level to the bottom of the manhole. Information will be documented regarding the manhole construction and condition. The physical attributes and observed defects will also be documented. All data will be collected and coded in a NASSCO-compliant database, and will be provided in hard copy and electronic format, which will allow it to be imported into your GIS system. Veolia Water expects the CCTV inspection activities to be completed in line with the City's schedule expectations.

Following here is a sample project that illustrates our approach to a similar type of project assignment.

### Sample Project

Materials and Equipment Necessary for cleaning, CCTV inspection and GPS:

- 2010 Vactor 2100 series (model 2110-18), with an 800-foot reel capacity (80 GPM, at 2500 PSI multi-flow system), a 1,000 gallon water capacity and a 10-yard debris box.
- Cleaning Nozzles:
  - Stoneage Warthog Rotating Cleaning Nozzle

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- Enz Golden Jet Wire Rope and Chain Scraper
- Cleaning Nozzle - 3D Applications (used for sand, mud, silt, crust and grease applications)
- Grand Slam Nozzle - 3D Applications (used for all-around sewer cleaning)
- Primus Nozzle™ - 3D Applications (used for grease, scale, crusts and roots)
- Dredger Nozzles - 3D Applications (used for the removal of heavy solids, silt sand and sludge)
- Radial Cleaning Nozzle - 3D Applications (used for encrusted grease, scale, sand and silt)
- Turbo III Flexible Chain Cutter Applications (used for removing extensive root growth and total blockages, as well as for removing obstructions such as calcium, grease, scale and crust)
- CCTV truck with Ques Package including: Ques WTR III Transporter and OZIII pan tilt optical zoom camera (featuring 10X optical zoom and 4x digital zoom, with total 40:1 zoom capability, and NTSC at 470 H lines of resolution)
- Trimble R4 Survey quality GPS with dual frequency antenna.
- Associated support equipment, including traffic control cones, signs, hand tools, manhole lifters etc.

#### Cleaning Plan:

- Cleaning will be performed between the hours of 8 AM and 5 PM, Monday through Friday, and in accordance with the project schedule provided.
- Cleaning will be done by hydro-flushing, with debris removed through vacuum tube. Equipment will be set up in accordance with Veolia Water's Cleaning Standard Operating Procedures (SOPs). Traffic control will be in accordance with CalTrans and DOT requirements, all Veolia Water personnel will be trained and certified in these procedures.
- Debris will be collected in the vacor truck, liquid will be decanted and debris will be disposed of at an appropriate site/facility.

#### Odor and Noise Mitigation:

- Odor will be mitigated by collecting debris in a closed body vehicle and decanting in suitable locations so as to not impact residence.
- Odorous debris loads will be disposed of on a daily basis.
- Noise mitigation will be managed by the scheduled cleaning times of 8 AM to 5 PM.

#### Emergency Response:

- Veolia Water has documented emergency response procedures that support our collection system work scope, and these have been proven in application at our projects in Northern California.

#### Confined Space Entry Procedures

- Veolia Water has documented confined space entry procedures that support our collection system work scope, and these have been proven in application at our projects in Northern California.

#### Notification and Communication

- Veolia Water has established procedures and materials that are used for public and business notification related to work activities, as well as any activities that could cause a disruption in service.

### Project Schedule

Veolia Water understands the City's urgency for this project, as well as the need to ensure that no by-pass pumping and/or disruptions of sewage flow will occur during the cleaning and inspection process. Table 1, at the top of the next page, provides our proposed schedule for this project, with the start date defined as March 15, 2010. As an alternative to this base line schedule, we are prepared to offer an accelerated approach that could be

established in collaboration with the City to meet more specific schedule deadlines. The schedule presented on Table 1 identifies the core task that will be a part of this project in response to the requirements of the RFP.

Table 1. Veolia Water – Proposed Schedule				
No.	Task Name	Duration	Start	Finish
1	Notice to Proceed from City	1 Day	March 15, 2010	March 15, 2010
2	Mobilization	2 Days	March 15, 2010	March 16, 2010
3	Cleaning	21 Days	March 17, 2010	April 16, 2010
4	CCTV	35 Days	March 22, 2010	May 10, 2010

### Project Staffing

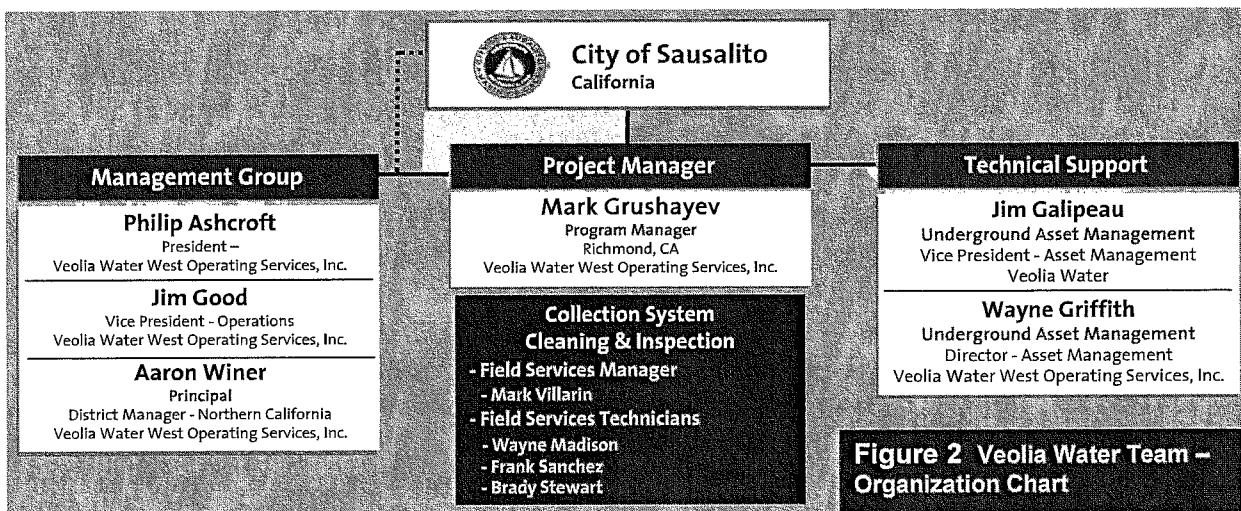
Veolia Water will manage, staff and support this project using locally-based resources from our project office in the City of Richmond, and augment this local team with expertise from our national underground asset management team. Our team at Richmond includes Pipeline Assessment and Certification (PACP) and National Association of Sewer Service Companies (NASSCO) licensed and certified professionals. We also own and maintain all of the equipment resources that will be required for this project at that site.

Using this approach, we will be able to quickly mobilize a team that has proven local experience, working to manage and implement the sewer cleaning and inspection program at Richmond, and support that team with key resources that have provided technical and management leadership for our firm’s Underground Asset Management program.

Figure 2, below, shows our proposed management and staffing approach, and identifies the key management, technical and support staff that will be involved in this project.

Leading our team will be our Program Manager at Richmond, **Mark Grushayev**, who has been a part of the Veolia Water team at this project for more than three years. He has over 18 years of industry experience, and in his current role manages all aspects of the delivery of services for the wastewater treatment and collection systems operations at Richmond. Mr. Grushayev will direct the work of a field team that will include the core staff that are currently engaged in managing a similar work scope at Richmond, including:

- **Mark Villarín**, Veolia Water’s Collection System Manager at Richmond, will lead the field operations team at Sausalito. He has been a part of our team at Richmond for more than five years, and has over 12 years of experience in collection systems operations and management. In his current role, Mr. Villarín is responsible



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for: developing, maintaining and updating an inventory of all City-owned and maintained collection lines and related structures; the operation of the camera van and related equipment, including cleaning equipment such as vacuum/hydro jet and rodder trucks; and for maintaining a database of cleaning performance and hot-spot schedule. He prioritizes problem areas for rehabilitation projects through information gained from inspections and inventory database.

Wayne Madison, our Collection System Supervisor, and Frank Sanchez, our CCTV Technician, will work under the direction of Mark Villarín, our Collection System Manager. This team brings to this project almost 40 years of collection system maintenance and management experience. Cleaning, CCTV inspection, with PACP coding, root removal, dewatering, manhole inspection and information management are all core functions delivered by this team of collection system professionals day-in and day-out.

- **Wayne Madison**, a Collection System Supervisor with Veolia Water at Richmond, will be a part of the field team for this project. He has worked with our firm at Richmond since 2004, and has over 14 years of overall experience. Mr. Madison has supervised field crews for CCTV inspection, cleaning and root removal, spot repairs, smoke testing and manhole rehabilitation. This work has included sewer inspection and cleaning for more than 20 municipal agencies.
- **Frank Sanchez**, a CCTV Technician with Veolia Water at Richmond, will be another member of the field crew for this project. He has more than 12 years of experience, and has been a part of the team at Richmond for more than a year. Mr. Sanchez is familiar with CCTV inspection technology and coding.
- **Barry Stewart**, a CCTV Inspection Assistant with Veolia Water at Richmond, will be another member of the field crew for this project. He has been a part of our field team at Richmond for more than two years.

This core management and field team will be supported by the regional and corporate technical and management resources of our firm, including:

- **Aaron Winer**, Veolia Water's District Manager for Northern California, will be the Project Principal and primary point of contact for the City related to our firm's work on this project. He will support our Project Manager in terms of coordinating and facilitating the flow of personnel, assets and information during this project. In his current role, Mr. Winer is responsible for overseeing and providing assistance with operations, maintenance and management for our Northern California projects. He has over 15 years of industry experience (both public and private sector) in municipal and industrial wastewater operations, industrial pretreatment program (IPP) development, implementation and management as well as laboratory experience. His key experience includes serving as Veolia Water's Interim Plant Manager at Richmond.
- **James Galipeau**, Vice President of Asset Management, provides technical leadership and support for Veolia Water's Underground Asset Management program on a national basis. He has worked with Veolia Water since 1990, and has more than 21 years of experience in the O&M of municipal and industrial water and wastewater treatment facilities. Mr. Galipeau's recent work has focused on developing and implementing asset management programs for sewer systems, and he currently manages the underground asset program for the City of Woonsocket, Rhode Island.
- **James Good**, Veolia Water's Vice President of Operations for the Western Business Unit. Mr. Good is responsible for ensuring that the required resources are made available to this project and ensuring that we deliver a project that meets your expectations. Mr. Good brings to this role nearly 20 years of industry experience, including serving as the Client Officer and Project Manager for Veolia Water's contract with the City of Richmond (\$7 million in capital work and long-term O&M of the City's wastewater treatment plant and \$17 million in capital improvements for the City's sewer system).
- **Wayne Griffith**, Director, Asset Management leads Veolia's Underground Asset Management program for the West. Mr. Griffith provides strategy, management and implementation leadership for Veolia Water's Underground Asset Management program for our Western Business Unit. Mr. Griffith brings to this project his experience in both the public and private sector, developing strategy and implementing asset management programs for water and wastewater agencies throughout the State of California including the

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San Francisco Public Utility Commission, the City of Roseville and the Western Municipal Water District. Mr. Griffith ensures the integration of work practices, information management and staffing resources for the successful delivery of Underground Asset Management services.

Resumes for all of our key management are included in Appendix A of this volume.

### Unit Cost and Rates

Veolia Water has prepared our pricing based on the scope of services that the City has defined in your RFP, as revised by Addendum No. 1, and our experience in implementing similar projects in the Bay Area and nationally. Table 2, below, provides our proposed unit cost and pricing information for the Cleaning, CCTV and Condition Rating tasks. We understand that the unit cost information and not the proposed total cost will be contained in agreement with the City.

Veolia Water offers competitive pricing that is aligned with a complete understanding of this project's objectives – obtaining accurate condition rating information through cleaning, CCTV inspection, and condition assessment of the pre-defined segments of the sanitary sewer main.

These costs are all-inclusive, covering direct costs, indirect costs and overhead costs for completing the work specified in the RFP; payment terms are net 30 following completion of work and report submittal.

Table 2. Veolia Water – Unit Costs and Rates						
No.	Main Size (diameter in inches)	Main Length (feet)	Cleaning (\$/foot)	CCTV (\$/foot)	Total Fee	As-Needed Dewatering (\$/foot)
1	4-inch to 6-inch Streets	27,000	\$0.60	\$0.85	\$39,150.00	\$0.62*
2	4-inch to 6-inch Easements	3,200	\$0.65	\$0.85	\$4,800.00	\$0.62*
3	8-inch to 10-inch Streets	11,450	\$0.65	\$0.85	\$17,175.00	\$0.53*
<b>Total</b>					<b>\$61,125.00</b>	
<b>NOTES:</b>						
1. The As-needed Dewatering pricing is specified on cost per foot and requires a minimum per day production quantity of 600 feet for 4-inch to 6-inch line, and 700 feet for 8-inch to 10-inch line.						
2. Part 2.0 – Sewer Line Cleaning, Section 2.01, Paragraph F specifies that if there is excessive root intrusion that would render hydro-flushing an ineffective method of cleaning, the Contractor shall notify the City immediately. If this is the case, we would look for direction from the City and offer a price of \$0.90/foot for mechanical root removal, assuming that the City would request an entire segment (manhole to manhole) to be cleaned using this method.						
3. Manhole inspection will be completed in accordance with Section 3.04 M. Additionally, in accordance with Addendum No. 2, a separate video will be provided of the manhole from the street level to bottom of manhole, sufficiently lit and detailed to provide information about the manhole construction and condition. Physical attributes and all observed defects within the manhole will be recorded. Our CCTV inspection fee includes the cost to complete the manhole inspections as specified.						

Veolia Water's Proposal is based on a careful review of the technical requirements in the City's RFP, and on the contractual concepts under which Veolia Water normally provides water and wastewater services. Our Proposal assumes the execution of a mutually-acceptable contract consistent with those concepts, and notwithstanding any terms of the RFP to the contrary, the terms and conditions that will govern the legal and business relationship between the City and Veolia Water are subject to negotiation and mutual agreement by the parties. Contractual provisions which often require discussion and further agreement include, among other provisions, warranties, indemnities, environmental liability, insurance, uncontrollable circumstances, consequential damages, contractual limits of liability, remedies for breach or default and termination. Veolia Water does not anticipate any significant delays in completing a mutually acceptable contract with the City.

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# Appendix A

## Resumes

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## Education:

London Executive  
Program, London  
Business School

BSc, Geology, Physics  
and Chemistry,  
Durham University

## Memberships/

### Affiliations:

Institute of Directors

Institute of Water  
Officers, Eastern Region  
President

## Background:

Mr. Ashcroft is the President of the Municipal Operations group of Veolia Water North America Operating Services, LLC, and the Principal for Veolia Water West Operating Services, Inc. (the California-licensed contractor entity of our Veolia Water North America – West LLC). In this role, he provides leadership for the delivery of operations, maintenance and management (O&M), design/ build and design/build/operate (DBO) and related services for municipal clients in California, as well as in other parts of the U.S., Canada and the Caribbean.

Mr. Ashcroft has over 38 years of business and corporate management experience, which has included work experience in the process and manufacturing industries. Prior to joining the Veolia Water operations group in North America, he managed the operations of Three Valleys Water, a water supply system that serves more than 3.3 million people in communities north of London, England; a utility operations group that is a subsidiary of Veolia Water.

Mr. Ashcroft's work has involved the management of organizational changes, both direct and line-functional responsibilities, bringing to bear his ability to restructure major business environments by reviewing business performance, implementing new working practices and improving labor utilization to radically improve efficiency and profit performance. This has included the successful merger of North Surrey Water and Three Valleys Water in England.

## Key Experience:

- **1/2010-Date: President – Municipal Operations - Veolia Water North America Operations Services, LLC – Pleasant Hill, California**
  - Manages the operations team that provides O&M and related services to municipal clients throughout North America. This includes regional services companies in the West, East, South and Central U.S.
- **12/2008-Date: President – Veolia Water North America – West, LLC and Veolia Water West Operating Services, Inc. – Pleasant Hill, CA**
  - Manages a business unit that is responsible for the management and implementation of O&M and DBO projects for municipal and governmental in the State of California, as well as in other parts of the Western U.S., Hawaii and Alaska.
  - Serves as the Principal for Veolia Water's California licensed contractor company, which is responsible for the delivery of O&M and related services to municipal clients in the State.
- **2005-11/2008: President – Veolia Water North America – Northeast, LLC – Brockton, Massachusetts**
  - Managed a business unit responsible for the delivery of O&M, DBO and related services to municipal and industrial clients. The service area covered by the region included the New England States, as well as projects in the states of New York, New Jersey and Delaware.

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- **2001-2004: Senior Vice President of Major Utility Operations – Veolia Water North America Operating Services, Houston, TX**
  - Responsible for transitioning major utility operations in North America to the management systems and operating and administrative standards of Veolia Water Canada and Veolia Water. Participated in strategic planning and the development of the corporate-wide asset management program.
- **2001-2002: Operations Director – Three Valleys Water, London, England**
  - Directed the merger of Three Valleys Water with North Surrey Water. Three Valleys (a subsidiary of Veolia Water, S.A.) is responsible for the entire water system serving an area north of London, England (population of 2.4 million)
  - O&M responsibilities included the maintenance of the surface water and groundwater treatment plants; supervision and maintenance of the distribution system, including meter reading and connections; and billing, collections, connections and customer information requests. Two major water treatment plants are a part of this system, including the Iver Treatment Works (a 63-MGD water facility, which uses physical treatment, advanced chemicals, polishing and disinfection with ozone and granular activated carbon adsorption), and the Clay Lane Treatment Works (a 42-MGD plant that uses physical treatment, advanced chemicals, polishing and disinfection treatment plant with granular activated carbon adsorption).
- **2000: Managing Director – North Surrey Water, and Head of Operations – Three Valleys Water Plc./Veolia Water, London, England**
  - Managed the merger of North Surrey Water with Three Valleys Water to achieve greater synergies and operational efficiencies while driving a major change program in both companies.
- **1998-2000: Operations Director – Three Valleys Water Plc/Vivendi, UK, London, England**
  - This system served approximately 1 million customers and a population base of more than 3 million. Key accomplishments included reducing operating expenditures by £3 million in the first year, for a system with annual revenues of over £145 million. Developed and introduced processes to fundamentally review business performance and then to radically improve efficiency.
- **1993-1998: Divisional General Manager and Divisional Director – South West Water Services, Ltd., London, England**
  - Held profit and loss responsibility within a geographical area of 2,500 sq km for all clean and wastewater products and services. Developed a company-wide integrated distribution networks strategy and HR strategy.
- **1990-1993: Director and General Manager – Armitage Shanks Integrated Systems, London, England**
  - Restructured the company, introduced Total Quality Management to achieve ISO 9000. Re-equipped the manufacturing facility with leading edge technology and introduced systems to achieve computer integrated manufacturing.
- **1988-1989: Vice President and General Manager – Williams Brothers, a subsidiary of Blue Circle, Inc., Atlanta, Georgia.**
  - Responsible for three businesses, two ready-mix concrete and one aggregates.
- **1986-1988: Human Resources Manager – Blue Circle Cement, England**
- **1982-1986: Operations Manager – Blue Circle Cement, Dunbar Cement Plant, England**
- **1980-1982: Industrial Relations Manager – Blue Circle Cement, Corporate Office, England**
- **1970-1980: Graduate Trainee, Plant Operations Manager, then Deputy General Manager – Blue Circle Cement**

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## Education:

Coursework in Business, University of Massachusetts (Dartmouth)

Business Studies, American Management Association

Wastewater Treatment, California State University, Sacramento

Multiple Hearth Incineration Process, Jones & Henry

Wastewater Technology Collection Systems, NEIETC

Hazardous Waste Operations/Emergency Response, Operations Level

Hazardous Waste Operations/Emergency Response, Technician Level

## Licenses/

### Certifications:

Grade 7C, Wastewater Treatment Plant Operator, Massachusetts

Grade 2, Collection System, New England Water Pollution Control Authority

Grade IV, Wastewater Treatment Plant Operator, Association of Boards of Certification

## Memberships/ Affiliations:

Water Environment Federation

New England Water Pollution Control Association

## Background:

Mr. Galipeau is Vice President of Asset Management with Veolia Water North America – Northeast, LLC (a subsidiary company of Veolia Water North America Operating Services, LLC), and provides management and technical leadership and support for the company's Underground Asset Management program on a national basis.

Mr. Galipeau has worked with Veolia Water since 1990, transitioning to our firm when we assumed operations, maintenance and management (O&M) responsibility for the wastewater facilities owned by the City of New Bedford, Massachusetts. He has worked with the company as an O&M Project Manager, Area Manager and then Senior Area Manager.

Mr. Galipeau has over 21 years of experience in the O&M of municipal and industrial water and wastewater treatment facilities. This includes work experience in safety, hazardous waste labeling, handling and storage, and in compliance and reporting responsibilities with OSHA, Massachusetts Department of Environmental Protection and the U.S. Environmental Protection Agency.

## Key Experience:

- **9/2008-Date: Vice President of Asset Management - Veolia Water North America – Northeast, LLC – Brockton, Massachusetts**
  - Provides leadership for asset management programs for underground and above-ground systems and facilities. These programs are focused on providing an asset protection and planning type of approach for the facilities managed and operated by our firm.
  - Responsible for providing leadership for the establishment of asset management programs at existing O&M project sites, and business development related to new initiatives and clients in the region.
- **1998-2008 – Senior Area Manager – Veolia Water North America – Northeast, LLC – Brockton, Massachusetts**
  - Responsible for providing oversight, management and support for O&M and design/build/operate (DBO) projects in New England area.
  - Responsibilities included contract, financial and technical oversight and support to facility project managers, as well as client support and customer service for projects in the State of Massachusetts and other areas served by the Northeast LLC.
  - Provided oversight and management for the procurement and startup of an ongoing Total Asset Management contract with the City of Taunton, Massachusetts. The City is funding \$11 million in capital improvements at its 8.4-MGD wastewater plant. In addition to traditional operation and maintenance, Veolia Water assumed complete responsibility for all facility maintenance and repair expenses as well as capital repair or replacement items at the City of Taunton's facilities. Project work is being implemented using a design/build/operate approach.

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- Managed the delivery of O&M services under a long-term contract with the Narraganset Bay Commission for the 31-MGD Bucklin Point, Rhode Island, wastewater treatment facility. Upon assuming responsibility for the wastewater treatment plant, Veolia Water immediately funded and implemented numerous capital improvements to improve facility performance that included installation of Stamford baffles in the final clarifier; electrical soft starts on the four 25-MGD tidal effluent pumps; a dissolved air flotation pump; return sludge variable frequency drives; and dissolved oxygen monitors. These enhancements improved performance while reducing electrical costs.
- Managed O&M contracts for water and wastewater facilities for the cities of Brockton, Cohasset, New Bedford, Lynn, and Fall River, Massachusetts.
- **1994-1998 – Project Manager – City of New Bedford, Massachusetts - Veolia Water North America – Northeast, LLC**
  - Managed the delivery of O&M services under a long-term agreement. Responsibilities included management of the 30-MGD wastewater treatment facility; technical operation, physical maintenance and analytical programs; development of maintenance, clerical, technical and subordinate supervisory staff positions; administration of contract and assisting with pre-startup activities related to the City's new secondary treatment facility.
- **1993-1994 – Northeast Operations Manager – New Bedford, Massachusetts - Veolia Water North America – Northeast, LLC**
  - Managed the deliver of O&M services under a long-term agreement. Responsible for ensuring effective water pollution control plant performance and compliance with permit standards. Planned, organized, directed and controlled the operation of the City of New Bedford's water pollution control facility on all shifts.
- **1993 – Regional Safety Supervisor - Northeast – New Bedford, Massachusetts - Veolia Water North America – Northeast, LLC**
  - Developed comprehensive safety, risk management and hazard communication programs at 12 privately contracted water and wastewater plants in New Jersey, New York, Rhode Island, Massachusetts and Ontario, Canada.
- **1990-1993 – Chief Operator – City of New Bedford, Massachusetts - Veolia Water North America – Northeast, LLC**
  - Responsible for technical operation and physical maintenance of the City's wastewater treatment plant during scheduled shifts. Duties included operation of a multiple-hearth incinerator, daily laboratory analysis and liquid stream process control.
- **1987-1990 – Environmental Technician – Olin-Aegis, Inc., New Bedford, Massachusetts**
  - Responsible for the operation and maintenance of a privately owned wastewater treatment plant and fluorocarbon solvent recovery system. Duties included liquid stream process control, solids handling and effluent analysis using an atomic absorption photo spectrometer.

## Education:

MS, Finance, Golden Gate University, 2000  
BA, Government, Cornell University, 1985

## Memberships/ Affiliations:

American Water Works Association  
National Association of Water Companies  
Government Relations Committee, Vice Chair, 2000-2001

## Background:

Mr. Good is a Vice President and Operations Manager for Veolia Water North America – West, LLC, with responsibility for providing leadership for the delivery of operations, maintenance and management (O&M), design/build and design/build/operate (DBO) and related services for municipal clients in California and other parts of the Western U.S.

Mr. Good is also a Principal of Veolia Water West Operating Services, Inc. (the California-licensed contractor entity of Veolia Water North America – West, LLC). In this role, he provides leadership for O&M and related projects in the State of California. He has been a part of the Veolia Water team in California for almost 10 years, and has served as the Vice President of Municipal Business Development. Mr. Good also served as the Interim Project Manager and was the Client Officer for Veolia Water's wastewater facilities contracts with City of Richmond, California. That contract included a \$7 million wastewater facility upgrade, as part of a long-term O&M services contact, and a separate O&M and capital repair program for the City's sewer and storm drains.

Mr. Good has more than 24 years of professional experience, with more than a decade of experience in the water industry. Prior to joining Veolia Water, he served as a Vice President for California Water Service Company, where he led the Company's successful efforts to enter into the first long-term lease of a water system in California. Mr. Good has also served as a lobbyist for investor-owned water interests.

## Key Experience:

- **2010-Date: Vice President and Operations Manager - Veolia Water North America – West, LLC – Pleasant Hill, California**
  - Manages an operations group that is responsible for delivery of O&M and related services to municipal and governmental clients in the State of California, and other parts of the West.
  - Serves as a Principal for the California licensed contracting entity of the company, which delivers O&M and related services to clients in the State of California.
- **2007-2009: Vice President and Area Manager for California - Veolia Water North America – West, LLC – Pleasant Hill, California**
  - Managed the delivery of O&M and related services under multiple contracts with clients in Northern California. Responsible for P&L, client relations and new business development activities in the service area. Supported business development activities in other parts of the West region.
- **2001–2007: Vice President, Municipal Business Development – Pleasant Hill, California - Veolia Water North America – West, LLC**
  - Had responsibility for sales, marketing and business development initiatives in a service area that covers the Western U.S., the Pacific region and Mexico.

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- Lead the Veolia Water development team and served as the Client Officer for a DBO contract with the City of Richmond, California. The initial contract included responsibility for the design and construction of more than \$7 million in capital improvements to bring the system up to optimum operating performance standards.
- The project began in 2002 when the City of Richmond awarded Veolia Water a \$60 million DBO contract to address the needs of its 16-MGD wastewater treatment plant. This 20-year contract involves long-term O&M of the wastewater facilities and included implementation of more than \$7 million in capital upgrades and improvements for the wastewater treatment plant. The capital improvements program focused on upgrading, modernizing and automating existing systems at the plant.
- In a demonstration of its satisfaction with Veolia Water's work, in 2004, the City expanded our scope to include a similar effort to the 240-mile collection system—adding \$17 million in capital to our O&M project scope. The scope of work includes a major rehabilitation of the City's collection systems and lift stations, as well as asset management of the systems when capital improvements are complete.
- **1994-2001: Vice President, Corporate Communications and Marketing – California Water Service Company (Cal Water) and Vice President of Marketing for CWS Utility Services**
  - Responsible for acquisitions and contract opportunities, government relations and public relations. While at Cal Water, Mr. Good led Cal Water into the first long-term lease of a water system in California, as well as into its first out-of-state acquisitions.
  - Served as a corporate officer responsible for establishing strategy and policy.
- **1991–1994: Director of Congressional Relations – National Association of Water Companies (NAWC)**
  - Acted as the investor-owned water industry's Congressional lobbyist, presenting the industry's views on such issues as the tax on contributed capital and the Safe Drinking Water Act.
- **1985-1991: Deputy Legislative Director – U.S. Senator Harry Reid (D-Nevada)**
  - Responsible for managing the legislative staff, developing the annual legislative agenda and overseeing economic, transportation and housing issues. Held various positions of increasing responsibility.

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## Education:

BS, Environmental Engineering Technology, Temple University, Philadelphia, Pennsylvania  
MS (pending), Environmental Engineering, Michigan State University, East Lansing, Michigan (completed course requirements)

## Memberships/ Affiliations:

American Water Works Association:  
California/Nevada Section and Pacific Northwest Section  
Water Environment Federation  
California Water Environment Association

## Background:

Mr. Griffith is Director of Asset Management with Veolia Water West Operating Services, Inc. (the California-licensed contractor entity of Veolia Water North America – West, LLC), at our regional office in Pleasant Hill, California. He provides leadership in the areas of strategy development, management and implementation for Veolia Water's Underground Asset Management program in the Western U.S.

Mr. Griffith recently re-joined Veolia Water after working with utility management consulting firms establishing strategic plans, developing utility management improvement programs and implementing asset management and organizational improvement projects. His previous assignments with Veolia Water, extending back to 1993, included serving as the Vice President of Market Development, Director of the Competitive Advantage Group, as well as a District Manager and Regional Technical Manager.

Mr. Griffith has been assisting water utility clients meet their business objectives for nearly 25 years. He is proficient in evaluating water and wastewater utility management structures and operations. Mr. Griffith has also been successful at implementing strategies, processes and technologies to improve utility operating performance, and is also experienced in applying best-in-class business concepts to bring about improvements which meet organizational and business goals.

## Key Experience:

- **1/2010-Date: Director – Asset Management – Veolia Water West Operating Services, Inc. – Pleasant Hill, California**
  - Provides leadership for asset management programs for underground and above-ground systems and facilities in a service area that includes California and other parts of the Western U.S. These programs are focused on providing an asset protection and planning type of approach for the facilities managed and operated by our firm.
  - Responsible for providing leadership for the establishment of asset management programs at existing O&M project sites, and business development related to new initiatives and clients in the region.
- **2008-2009: Senior Project Manager, Utility Business Consulting - FCS GROUP, San Francisco, California**
  - Responsible for developing and leading this firm's utility management consulting practice.
  - Developed projects to assess, plan, and implement programs with water and wastewater utilities to address the strategic, management and operational challenges. Worked with executive level and senior management teams of City, special water districts, and private utility operators.
  - Participated in an alternative service delivery approach and procurement of outsourcing services for the City of Woonsocket, Rhode Island and the Novato Sanitary District, California.

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- Developed an approach for Western Municipal Water District to assess a variety of water resource capital projects and their rate and fee impact on wholesale customer, retail customers and development community.
- **2008: Regional Manager/Principal Consultant Municipal Business Group - URS Corporation, Oakland, California**
  - Responsible for providing strategic direction, program development and leadership throughout California to grow a management consulting services business: incubate a management services business model, leveraging existing client relationships to provide a wide range of management consulting services ranging from workforce development, strategic planning, information technology master planning, and program management for organizational transformations.
- **2005-2008: National Strategic Planning Practice Leader and Principal Consultant - Business Solutions Group - MWH Americas, Walnut Creek, California**
  - In the role of National Strategic Planning Practice Leader, was responsible for development and delivery of strategic planning consulting services within the Management Consulting Division of BSG. Acquired and coordinated resources to support strategic planning phases of large capital program management engagements.
  - In the role of Principal Consultant, was responsible for the development and delivery of more than \$2.3 million of strategic business consulting services managed in California as part of a new initiative to expand these services in a new geographical area for Business Solutions Group. Strategic consulting services were provided to city government and special water districts and included organizational assessment, strategic business plans, strategic information technology master plans, workforce planning, document management and asset management program development.
- **2004-2005: Regional Management Consulting Services Practice Manager – Principal Consultant - EMA SERVICES, INC., Pleasant Hill, California**
  - Served as the Western Region Consulting Team Leader for this \$32 million national utility technology and management consulting firm. Responsible for managing organizational effectiveness and O&M/business services for municipal water utilities.
  - Lead the practice team by managing the resources to ensure the appropriate approach, staffing and skills were represented in the team so that utilization and region P&L goals were met.
  - Cultivated new client relationships and performed organizational assessments, strategic planning services and work and asset management assignments.
- **2000-2004: Vice President, Program Director for Market Development and Business Development - Veolia Water North America Operating Services (predecessor company – USFilter), Houston, Texas**
  - Managed project development as a part of the company's Water & Wastewater Systems Group. Focused on strategic development of large municipal water and wastewater membrane filtration technology opportunities, working in various sales channels. The role included the responsibility for identifying critical needs of the community to ensure the technical offering met the requirements of all project drivers along with the ultimate sale of membrane system.
  - Managed Market Development activities for the Operating Services Group. Worked with clients and internal business centers to develop and market innovative programs/approaches for public-private partnerships. Strategic planning and tactical program implementation covered all aspects of municipal infrastructure operations and management including technology, business processes, performance metrics, and organizational development to achieve market growth goals. Developed 3 year strategic marketing and business program.

- Worked as part of the Competitive Advantage Group, with involvement in the development and application of programs across more than 250 municipal outsourcing projects, improving service to the client and increasing project profitability. New service offerings with business plans developed for an underground infrastructure initiative, asset management initiative, and Department of Defense initiative. Pilot program initiated and implemented with the Council for Investment in the New American City, U.S. Conference of Mayors demonstrating with seven cities (Trenton, New Jersey; Minneapolis, Minnesota; Sioux City, Iowa; Rome, New York; Reno, Nevada; Dearborn, Michigan; and Richmond, California) the value and lasting benefits of the public-private partnership.
- **1996-2000: Area Client Manager/Senior Consultant - EMA SERVICES, INC., Pleasant Hill, California**
  - Worked on project assignments with the company's national business consulting group, including competitive evaluation and implementation of value-added process improvements for large water and wastewater utilities.
  - Worked with clients in the Western U.S. to drive productivity and competitiveness improvement.
  - Executed over 30 organizational competitiveness assessments.
  - Identified initiatives for change and multi-million dollar improvement opportunities for municipal and governmental clients including, but not limited to: Phoenix, Arizona; Portland, Oregon; Houston, Texas; Anchorage, Alaska; Albuquerque, New Mexico; Sacramento, California; East Bay Municipal Utility District, California; the Eastern Municipal Water District, California; and the Las Vegas Valley Water District, Nevada.
  - Directed program for multi-year reengineering effort for the City of Phoenix, Arizona's Water Services Department. The first year results included 10% operational savings, representing \$3.2 million, with an additional \$6.1 million projected at the end of the 3-year project. Results achieved through full employee participation and support from AFSCME.
- **1993-1996: District Manager/Technical Manager – Veolia Water North America Operating Services (predecessor company - WHEELABRATOR EOS INC.) - Pleasant Hill, California**
  - Managed district with responsibility for contracts totaling \$10 million annually; directed technical resources for all contract operation and management projects in Western U.S. and Mexico.

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## Education:

MS, Environmental Management,  
University of San Francisco, California  
BS, Mechanical Engineering,  
Technological Institute, Odessa, Ukraine

## License/ Certification:

Grade 5,  
Wastewater Treatment Operator,  
California

## Background:

Mr. Grushayev is a Program Manager with Veolia Water West Operating Services, Inc. (the California-licensed contractor entity of Veolia Water North America – West, LLC). He currently manages Veolia Water's operation, maintenance, and management (O&M) services contracts with the City of Richmond, California, for their wastewater collection and treatment facilities, and also supports other projects in the region.

Mr. Grushayev has nearly 30 years of experience in engineering and wastewater treatment, and has been a part of the Veolia Water Team in California for more than three years. He is experienced in various wastewater treatment processes including activated sludge, tertiary treatment and dissolved air flotation facilities. Mr. Grushayev has also managed large-scale capital improvement projects for sewer systems and wastewater treatment facilities.

## Key Experience:

- **2007-Date: Program Manager – Veolia Water West Operating Services, Inc./Veolia Water North America – West, LLC – Richmond, California**
  - Manages O&M of City of Richmond's 16-MGD activated sludge wastewater treatment plant, 295-mile collection system and 22 lift stations. Responsible for providing oversight of the capital improvements and CSO management programs.
- **2006-2007: WQC Plant Manager – City of Modesto, California**
  - Managed the daily O&M of two wastewater treatment facilities with an average flow of 26-MGD. Administered a \$4.5 million O&M budget.
  - Managed a \$7 million construction project of DAF facilities, an \$18 million tertiary treatment process design and development project, and a \$6 million digester gas cogeneration project.
  - Performed duties of a Deputy Director of Public Works.
- **1992-2006: Acting Chief Engineer – PUC Wastewater Enterprise – San Francisco, California**
  - Operated all major processes of 250-MGD activated sludge wastewater treatment plant. Supervised various projects related to facilities maintenance, which included working with various contractors, construction companies and engineering groups.
  - Supervised the O&M of the 150-MGD North Point Wet Weather Facility. Developed training manuals and programs, provided training to operations personnel in process operations and pollution prevention.
- **1990-1992: Maintenance Engineer – Sara Lee, San Francisco, California**
  - Performed maintenance and repairs equipment, pumps, boilers, HVAC units of Sara Lee's Gallo Salami Food Processing Plant. Planned and scheduled maintenance, ordered parts and worked with contractors.
- **1980-1989: Project Engineer/Chief Engineer – Industrial Construction Co. – Odessa, Ukraine**

## Registrations/ Certifications:

PACP Certified (Pipeline Assessment & Certification Program)

Class III,  
Wastewater Collections System Operator,  
Texas

Class I,  
Wastewater/Water Safety,  
Texas

HAZ-MAT Certified (60 Hours)

Grease Summit Certified

Water Utilities Calculations License

CPR/First Aid Instructor

Certified Radiation Safety Officer (RSO)

Class B Commercial Driver's License

## Background:

Mr. Villarín is a Collection System Manager with Veolia Water West Operating Services, Inc. (the California-licensed contractor entity of Veolia Water North America – West, LLC) at our operation, maintenance, and management (O&M) services contract with the City of Richmond, California. He manages the collection system operations portion of this contract, which also includes operations responsibility for the treatment plant.

Mr. Villarín has over 11 years of experience in the water/wastewater industry. His work experience has focused on the maintenance of collection lines and related structures. His background also includes experience in managing industrial pretreatment programs (IPP), closed-circuit TV (CCTV) inspection for sewer lines, as well as experience with the use of computerized maintenance management systems (CMMS) and geography information systems (GIS) in support of wastewater system operations.

## Key Experience:

- **2004–Date: Collection System Manager – Veolia Water North America – West, LLC – Richmond, California**
  - Manages the day-to-day operations of the 295-mile collection system (sanitary sewer and stormwater), and provides oversight for the maintenance of well pumps, sewer lift stations and storm pumps under Veolia Water's contract with the City.
  - Develops, maintains, and updates an inventory of all City-owned and maintained collection lines and related structures, while ensuring the City's Infrastructure Rehabilitation Program is followed.
  - Manages and participates in the development and implementation of goals, policies and priorities for the City's wastewater and stormwater collections program.
  - Responsible for the operation of the City-owned CCTV camera van and related equipment for sewer inspection and cleaning operations. This includes experience in operating cleaning equipment (such as vacuum/hydro-jet and rodder trucks).
  - Responsible for developing and maintaining a database of sewer system cleaning performance and schedule for addressing hot-spots in the system. Prioritizes problem areas for rehabilitation projects through information gained from inspections and inventory database.
- **1998–2004: Industrial Pretreatment Program Coordinator/Collection Supervisor – City of Galveston, Texas**
  - Managed and participated in the development and implementation of goals, policies and priorities for the EPA-mandated Industrial Pretreatment Program.
  - Investigated services and activities of industrial, commercial, and residential sites.

- Responsible for managing a program for the prevention of sanitary sewer overflows (SSOs) in the City's collection system.
- Developed and managed a Fats, Oil, and Grease (FOG) ordinance program for the City. This work included conducting field inspections of food establishments and Industrial facilities, and maintaining a database of enforcement actions and inspections
- Investigated sewer/storm water use violations, and pollution control issues.
- Managed third-party waste haulers and wastewater discharges into the City's wastewater collection system and conducted the monthly billing for third-party waste haulers and kept track of payment history.

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## Education:

Master of Public Administration, University of Southern California

BA, Environmental Studies, Johnson State College, Johnson, VT

## Registration/Certification:

Grade V Municipal Wastewater Treatment Plant Operator, California State Water Resources Control Board

Grade IV Environmental Compliance Inspector, California Water Environment Association

Grade II Industrial Wastewater Treatment Plant Operator, California Water Environment Association

Grade I Laboratory Technician, California Water Environment Association

## Memberships/Affiliations:

California Water Environment Association

American Society for Public Administration

## Background:

Mr. Winer is the District Manager for Northern California with Veolia Water West Operating Services, Inc. (the California-licensed contractor entity of Veolia Water North America – West, LLC). In this role, he is responsible for overseeing and providing assistance to the company's operations, maintenance and management (O&M) and related projects in Northern California.

Mr. Winer has over 18 years of environmental experience, including more than 15 years of water and wastewater experience (both public and private sector). This includes experience with municipal and industrial wastewater treatment plant O&M, industrial pretreatment program (IPP) development, implementation and management, as well as with laboratory operations.

Mr. Winer's work experience includes serving as a plant operator, environmental compliance manager as well as a project manager. He has specific experience with regulatory agencies in California, as well as in supervising laboratory and employee safety programs. Early in his career, Mr. Winer worked with a Veolia Water predecessor company at the Burlingame, California, O&M project, the nation's first public-private partnership for wastewater operations, which remains a Veolia Water contact to this day, more than 38 years later.

## Key Experience:

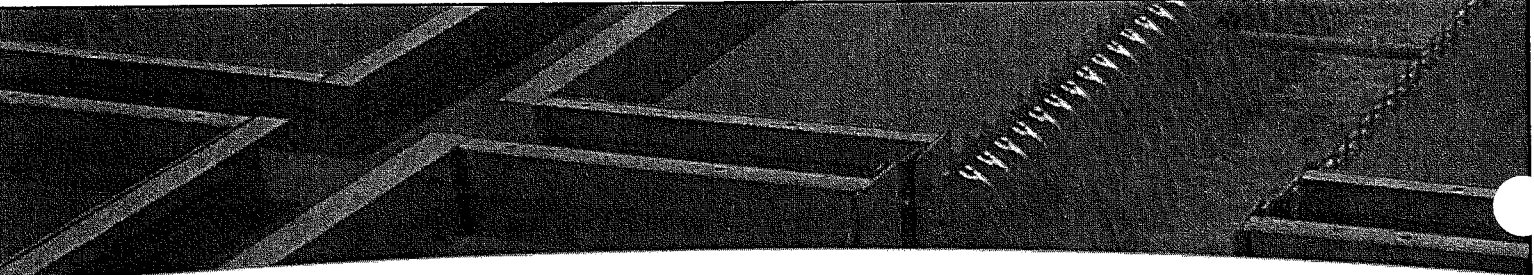
- **10/2009-Date: District Manager for Northern California – Veolia Water West Operating Services, Inc./ Veolia Water North America – West, LLC – Lathrop, California**
  - Provides oversight, management and support for Veolia Water's municipal O&M and related projects in Northern California.
  - Involved with new business development and client liaison under existing contracts.
- **2008-2009: Project Manager – Veolia Water West Operating Services, Inc. – Lathrop, California**
  - Oversaw overall operations for the City of Lathrop's 0.25-MGD Schreiber extended aeration wastewater treatment plant and 0.75-MGD Siemens Memcor® membrane bioreactor treatment plant.
  - Managed the work of the on-site O&M staff, and coordinated design/build work by Veolia Water for the plant expansion.
- **2007-2008: Interim Project Manager – Veolia Water West Operating Services, Inc. – Richmond, California**
  - Responsible for oversight of daily operations and process control, coordinating with maintenance and laboratory to ensure operational objectives were completed.
  - Developed safety and operational standard operations procedures (SOPs), staff schedules and standby procedures for wastewater plant operations.

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- Performed employee evaluations, developed and implemented on-site recycling programs, and reviewed and provided training for operators for the SCADA system, analyzing and recommending changes for alarm set- points and coordinating installation of new alarms.
- **2003–2007: Plant Operator III and Pretreatment Coordinator – City of Yuba City, California**
  - As the Pretreatment Coordinator, fully developed and implemented the City’s Industrial Pretreatment Program (IPP).
  - Prior to work as Pretreatment Coordinator, served as Plant Operator of a 7-MGD municipal wastewater treatment plant. Performed river and pond monitoring
  - Responsible for daily operations and maintenance of digesters, preliminary screening, primary sedimentation process, liquid oxygen feed and pure oxygen generation aeration process, nutrient feed, liquid chlorine and sodium bisulfite chlorination and dechlorination system, and microturbine electrical cogeneration.
- **2001-2003: Lead Operator – City of Davis, California**
  - Operated a 7.5-MGD municipal wastewater treatment plant. Included creek/slough monitory, daily operations of digesters, primary sedimentation processes, oxidation and aeration ponds and restored wetlands.
  - Responsible for assisting with development and implementation of Hazard Communication program.
- **1997–2001: Environmental Compliance Manager – U.S. Filter ( Veolia Water predecessor company)- Burlingame, California**
  - Responsible for oversight of NPDES-mandated Industrial Pretreatment Program, including pretreatment, stormwater pollution prevention, hazardous materials business inspections, sampling, monitoring and enforcement. Also responsible for public education, outreach, permit writing and pretreatment and pollution prevention reporting.
  - Served as Chemical Hygiene Officer, responsible for implementation, periodic review and update of the site Chemical Hygiene Plan (Laboratory Safety Program), served as Project Safety Committee Chairman, responsible for site safety, safety training, safety audits and reporting including follow up on unsafe practices and conditions. Supervised wastewater operations during last year of employment and was involved in daily operation of this 5.5-MGD Publicly Owned Treatment Works.
- **1995–1997: Operator – U.S. Filter ( Veolia Water predecessor company) - San Bruno, California**
  - Operated a 0.7-MGD heavy metals precipitation plant.
  - Involved in process and treatment chemical bench study. Modified process and changed chemical usage which resulted in a significant improvement in discharge permit compliance.
- **1994-1995: Production Operator – NEC Electronics – Roseville, California**
  - Operated production equipment at the NEC semiconductor wafer fabrication facility.
- **1992-1994: Production Manager/Environmental Coordinator – Boston Shirt Company – Allston, Massachusetts**
  - Managed shipping and production departments, scheduled production and employee work hours. Responsible for sewer discharge permit, hazardous waste disposal and manifests and workplace safety programs.

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# Appendix B

## California Contractors License

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STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**VEOLIA WATER WEST OPERATING SERVICES INC**

License Number 866429

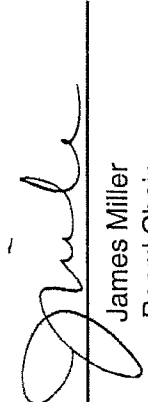
to engage in the business or act in the capacity of a contractor in the following classification(s):

- A - GENERAL ENGINEERING CONTRACTOR
- HAZ - HAZARDOUS SUBSTANCES REMOVAL

Witness my hand and seal this day,  
October 27, 2009

**Issued October 25, 2005**

CERTIFIED COPY

  
 James Miller  
 Board Chair

  
 Stephen P. Sands  
 Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

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**EXHIBIT B**

**PROPOSED UNIT COSTS**

Exhibit B  
Proposed Unit Costs

<b>Table 2. Veolia Water – Unit Costs and Rates</b>						
No.	Main Size (diameter in inches)	Main Length (feet)	Cleaning (\$/foot)	CCTV (\$/foot)	Total Fee	As-Needed Dewatering (\$/foot)
1	4-inch to 6-inch Streets	27,000	\$0.60	\$0.85	\$39,150.00	\$0.62*
2	4-inch to 6-inch Easements	3,200	\$0.65	\$0.85	\$4,800.00	\$0.62*
3	8-inch to 10-inch Streets	11,450	\$0.65	\$0.85	\$17,175.00	\$0.53*
<b>Total</b>					<b>\$61,125.00</b>	
<b>NOTES:</b>						
<ol style="list-style-type: none"> <li>1. The As-needed Dewatering pricing is specified on cost per foot and requires a minimum per day production quantity of 600 feet for 4-inch to 6-inch line, and 700 feet for 8-inch to 10-inch line.</li> <li>2. Part 2.0 – Sewer Line Cleaning, Section 2.01, Paragraph F specifies that if there is excessive root intrusion that would render hydro-flushing an ineffective method of cleaning, the Contractor shall notify the City immediately. If this is the case, we would look for direction from the City and offer a price of \$0.90/foot for mechanical root removal, assuming that the City would request an entire segment (manhole to manhole) to be cleaned using this method.</li> <li>3. Manhole inspection will be completed in accordance with Section 3.04 M. Additionally, in accordance with Addendum No. 2, a separate video will be provided of the manhole from the street level to bottom of manhole, sufficiently lit and detailed to provide information about the manhole construction and condition. Physical attributes and all observed defects within the manhole will be recorded. Our CCTV inspection fee includes the cost to complete the manhole inspections as specified.</li> </ol>						

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