

**MEMO**

**TO:** REGIONAL SEWER ADVISORY COMMITTEE  
**FROM:** Tom Scesa  
**CC:** Pete and Leonard  
**DATE:** April 15, 2011  
**REGARDING:** REQUEST FOR PROPOSALS (RFP) FOR REVIEW OF EXISTING STUDIES

Attached is an outline of what the RFP may cover. This outline is intended to be a place to start discussion. The outcomes that I am looking for are;

1. Do we want to do the study?
2. Are there any other questions we want the study to address?
  - a. This could include THCSO studies.
3. Is the cost sharing reasonable?
4. Schedule – can TUD send out the RFP if the scope is agreed on or do we need to wait until the next Regional Sewer Meeting?

## **REGIONAL SEWER ADVISORY COMMITTEE**

### **REQUEST FOR PROPOSALS FOR REVIEW OF EXISTING STUDIES**

#### **BACKGROUND**

Both Jamestown Sanitary District (JSD) and the Tuolumne Utilities District (TUD) have had studies and reports developed that have shaped and influenced decisions by the Boards of each district. The actions of each district have an impact on the other district and on the Twain Harte Community Services District. JSD and the TUD have planning documents that reflect the interests of each district, but not necessarily the interests of the Regional System as a whole. This request for proposal is intended to have the existing studies from each agency reviewed by a consultant and for the consultant to make recommendations to the Regional Sewer Advisory Committee, and to each agencies' Board of Directors, as to what is in the best interest of Regional System.

JSD has had studies prepared to determine what future improvements should be made to JSD treatment facilities and where the improvements should be. The 1991 Wastewater Master Plan concluded that the treatment facilities would be relocated. In 1996 JSD developed a preliminary site layout and facilities cost for the new wastewater treatment plant to be located at Quartz. The 2004 Wastewater Master Plan reviewed treatment and disposal alternatives, recommended collection and treatment improvements and developed updated cost estimates for relocation of the treatment plant to the JSD Quartz site. This plan recommended staying with secondary treatment and continuing to use the outfall system. In March of 2006 Wastewater Treatment and Discharge Evaluation Report, it was recommended that new tertiary treatment facilities be constructed on the existing site and that a year round discharge be acquired from the State while continuing to use the outfall system.

In 2004 TUD staff prepared a Reclamation System Improvements Feasibility Study that recommended 1) increase the amount of acreage being irrigated with recycled water, 2) maintain the NPDES permit to allow seasonal discharge into Woods Creek and 3) expand recycled water storage. After purchasing 140 acres of land to construct a new storage facility and applying for State funds to help construct the storage facility, the State required TUD to prepare an additional study. TUD received a grant to cover a portion of the cost of the Regional Wastewater Treatment Plant and Disposal System Feasibility Report. This report reviewed alternatives for treatment and disposal and concluded that secondary treat and land disposal were the preferred alternatives.

## **REQUEST FOR PROPOSALS (RFP)**

The RFP would look at the studies and reports and answer, at minimum, the following questions from a Regional perspective.

1. Where should JSD build a new plant?
2. What type of plant should JSD build?
3. What method of discharge will JSD use?
4. What are the revised capital costs for the new JSD treatment plant/
5. Is JSD going to remain part of the Regional system?
6. Should JSD's service area be expanded to include the drainage basin?
7. If the JSD plant is at Quartz can it provide a benefit to TUD and THCSD?
8. Should TUD and JSD consider merging?

### **Cost and Cost Sharing**

Although there is no cost estimate at this point, it is estimated that the cost of the study will be in the \$25,000 to \$30,000 range. Although it is a Regional issue it has little benefit to THCSD. Therefore it is suggested that JSD and TUD split the cost of the study 50% each.

#5a.

**TUOLUMNE REGIONAL SEWER SYSTEM  
SANITARY SEWER OVERFLOW PROGRAM  
MUTUAL ASSISTANCE AGREEMENT**

THIS AGREEMENT is made and entered into by those wastewater agencies that have adopted and signed this agreement to provide mutual assistance in time of Sanitary Sewer Overflow (SSO) emergency to assist in compliance with new State Wastewater Discharge Requirements adopted in 2006; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis.

The Tuolumne Utilities District, Jamestown Sanitary District and Twain Harte Community Services District are herein referred to collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of SSO emergency as follows:

**Article I - APPLICABILITY.** This Agreement is available to all public wastewater agencies in Tuolumne County.

**Article II - ADMINISTRATION.** The administration of this Agreement shall be through the Regional Sewer Advisory Committee of Tuolumne County.

**Article III - DEFINITION OF SSO EMERGENCY.** "SSO emergency" means a condition of SSO arising within the area of operation of the parties, caused by flood, storm, earthquake, or other condition which is or is likely to be beyond the control of the services, personnel, equipment, and facilities of a party hereto and requires mutual assistance.

**Article IV - REQUESTS FOR ASSISTANCE.** Requests for SSO emergency assistance under this Agreement shall be directed to the appropriate designated official(s) from the list of participating water and wastewater agencies.

The party rendering assistance under this Agreement is referred to as LENDER; the party receiving assistance is referred to as BORROWER.

**Article V - GENERAL NATURE OF ASSISTANCE.** Assistance will generally be in the form of resources, such as equipment, supplies, and personnel. Assistance shall be given only when LENDER determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential LENDER shall not be held liable for failing to provide assistance. A potential LENDER has the absolute discretion to decline to provide any requested assistance. Resources are to be made available on a loan basis with reimbursement terms varying with the type of resource.

**Article VI - LOANS OF EQUIPMENT.** Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at LENDER'S current equipment rate and subject to the following conditions:

- (a) At the option of LENDER, loaned equipment may be loaned with an operator.
- (b) Loaned equipment shall be returned to LENDER within 24 hours after receipt of an oral or written request.
- (c) BORROWER shall, at its own expense, supply all fuel, lubrication and maintenance for loaned equipment.
- (d) LENDER shall be responsible for lubrication and maintenance of any equipment loaned with an operator. Borrower shall not be responsible for damages caused by negligent equipment maintenance on the part of the Lender.
- (e) LENDER'S cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to BORROWER. The party arranging for or transporting equipment shall be responsible for condition of said equipment and any property damage or other liability related to its transport, from portal to portal including load to unload.
- (f) In the event loaned equipment is damaged while in the custody and use of BORROWER, BORROWER shall reimburse LENDER for the reasonable cost of repairing said damaged

equipment. If the equipment cannot be repaired, then BORROWER shall reimburse LENDER for the cost of replacing such equipment with equipment that is of at least equal capability and quality. If LENDER must lease a piece of equipment while LENDER'S equipment is being repaired or replaced, BORROWER shall reimburse LENDER for such lease costs.

- (g) Lender shall not allow the use of equipment by the Borrower for which its employees are not appropriately trained or certified.
- (h) Borrowed equipment shall be used only for the Sanitary Sewer Overflow purposes intended by this agreement

**Article VII – MATERIALS AND SUPPLIES.** BORROWER shall reimburse LENDER, pursuant to a job invoice submitted by LENDER, the actual replacement cost, plus applicable shipping costs, for expendable or non-returnable materials or supplies used by the LENDER in the course of the response. Other supplies and reusable items which are returned to LENDER in a clean, damage-free condition shall not be charged to the BORROWER and no rental fee will be charged; otherwise, they shall be treated as expendable supplies.

**Article VIII - PERSONNEL.** LENDER will make such employees as are willing to participate available to BORROWER at BORROWER'S expense equal to LENDER'S full cost, i.e., equal to the employee's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with LENDER'S personnel union contracts or other conditions of employment. Employees so loaned will be under the supervision and control of the BORROWER. BORROWER shall be responsible for all direct and indirect costs associated with workers compensation claims. Costs to feed and house loaned personnel, if necessary, shall be chargeable to and paid by BORROWER. LENDER will not be responsible for cessation or slowdown of work if LENDER'S employees decline or are reluctant to perform any assigned tasks. BORROWER may dismiss any employee on loan from LENDER at any time for any reason.

**Article IX - REIMBURSEMENT.** The BORROWER agrees to reimburse the LENDER within 60 days from receipt of an invoice for assistance provided under this Agreement.

**Article X - LIABILITY AND HOLD HARMLESS.** Pursuant to Government Code Section 895.4, and subject to the conditions set forth in Article XI, BORROWER shall assume the defense of, fully indemnify and hold harmless LENDER, its Directors, Board Members or Supervisors, its officers and employees, from all claims loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the BORROWER'S work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel on loan to BORROWER, or faulty workmanship or other negligent acts, errors or omissions by BORROWER or by personnel on loan to BORROWER from the time assistance is requested and rendered until the assistance is returned to LENDER'S control, portal to portal. This indemnification shall not extend to those claims caused by the sole negligence of the lenders employees arising out of the performance of this agreement.

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each shall have the right to participate in the defense of the same to the extent of its own interest.

**Article XI - SIGNATORY INDEMNIFICATION.** In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless each signatory to this mutual assistance Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding, is the execution and approval of this Agreement. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for personal injury, property damage, and worker's compensation.

**Article XII - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.** LENDER'S employees, officers or agents, made available to BORROWER shall, except as otherwise provided under Labor Code Sections 3600.2 through 3600.6, be considered to be the special employees of BORROWER and the general employees of LENDER (as defined in Insurance Code 11663) while engaged in carrying out duties, functions, or activities pursuant to this Agreement. BORROWER will reimburse LENDER for all costs, benefits, and expenses associated with worker's compensation and other claims. LENDER is responsible for providing worker's compensation benefits and administering worker's compensation claims subject to the

reimbursement terms of this Agreement. BORROWER will reimburse LENDER for worker's compensation costs, benefits and expenses on a quarterly basis or on other terms mutually agreed upon by LENDER and BORROWER.

**Article XIII - MODIFICATIONS.** No provision of this Agreement may be modified, altered or rescinded by individual parties to this Agreement. Modification to this Agreement requires a unanimous vote of signatory agencies to this Agreement. The Regional Sewer Advisory Committee will notify all parties of proposed modifications to this Agreement in writing and those modifications shall become effective immediately upon written notice of affirmative action by each of the Parties' Boards.

**Article XIV - TERMINATION.** This Agreement is not transferable or assignable, in whole or in part, and any party may terminate their participation in this Agreement at any time upon 60 days' written notice delivered or mailed to the other parties.

**Article XV - EFFECT.** Agreement shall take effect immediately upon its execution by said parties.

**Article XVI - PRIOR AGREEMENTS.** To the extent that prior agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual assistance between the parties hereto are hereby superseded.

**Article XVII - ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**Article XVIII - TORT CLAIMS.** This Agreement in no way acts to abrogate or waive any immunity or defense available under California Law.

JAMESTOWN SANITARY DISTRICT

Dated: December 13, 2007

Judy Selby  
Judy Selby, Board President

TWAIN HARTE COMMUNITY SERVICES DISTRICT

Dated: December 13, 2007

William M. Bryant  
William Bryant, Board President

TUOLUMNE UTILITIES DISTRICT

Dated: December 11, 2007

Barbara Balen  
Barbara Balen, Board President