



**County of Inyo**  
**Department of Public Works**  
**REQUEST FOR PROPOSALS**

**Operation and Maintenance**  
**of**  
**Town Water Systems**  
**For**  
**Laws, Independence and Lone Pine**

**December 21, 2011**

## **1. Introduction**

The County of Inyo is requesting proposals to operate, maintain, and repair three (3) Town Water Systems at Laws, Independence and Lone Pine (except the wells and pumps, which are owned, operated and maintained by the City of Los Angeles Department of Water and Power (LADWP)). Proposals are requested that provide for the operations, maintenance and repair of the three systems either by qualified contractors or by lease to recognized purveyors. The county desires comprehensive proposals which cover all aspects of the business of purveying water to the public.

The Long Term Water Agreement (LTWA) and Environmental Impact Report- Draft 1991 (EIR) is referenced with in this document. It is available on-line at [www.inyocounty.us](http://www.inyocounty.us). Click on 'Departments'. Scroll down and click on 'Water Department'. Click on the "Policies" link, fourth link from the left on the upper bar across the page. In the rectangle on the right, "Legal Framework" are the links for both the LTWA and the EIR. Within the LTWA, scroll down to 'XI Town Water Systems'. Within the EIR, pages 5-24 through 5-26, 17-6, and 17-7 may be of interest.

In either case of a contractor or lessee providing the desired services below, the selected entity shall be recognized by the State of California as the system operator.

Inyo County acquired the three water systems from LADWP and assumed partial operations and maintenance per the LTWA in 1999. Full operations including chlorination, SCADA and other operations and maintenance duties followed in 2003. Significant water main upgrades to all three Town Water Systems were completed in January 2003. With the exception of service laterals, these water main improvements included replacing approximately 36% of the systems in both Lone Pine and Independence and the replacement of the water mains in the community of Laws. As a consequence of the Inyo Complex fire of July 2007, the Independence Reservoir was replaced with two welded steel tanks of 200,000 gallons capacity each in 2009. There are 941 meters among the three town water systems; while about 120 meters have been replaced since 1999. The material types and installation dates for the various improvements to the distribution systems and components in the above referenced town sites are available on plans for each system available for review at the Inyo County Public Works Department.

The California Business and Professions Code provides that those responders who as part of their proposal will have contractors perform any work in the public right-of-way, such as any County road or alley, and Highway 395 within Lone Pine or Independence, shall be appropriately licensed by the State of California Contractors License Board. Include with your proposal the name and California State Contractor's License number of the contractor proposed to perform the work. Generally, all water meters are within the public right-of-way. Examples of tasks requiring a Contractor's License may include: any digging within rights-of-way, fixing main or service lateral leaks, water meter leaks or replacing water meters, or setting up traffic control devices. This list is not exhaustive or complete but rather identifies the range of operations and maintenance tasks which may require a Contractor's License. Acceptable licenses are either a General Engineering Class "A" or Pipeline Class "34" license. Such contractor may be the RFP responder, or a sub-contractor to the responder.

The duties listed in Title 22, Division 4, Section 63770 of the California Code of Regulations require a D2 Certification from the California Department of Public Health for Lone Pine and a

D1 Certification for Independence or Laws. Operators may treat water with sodium hypochlorite with a T1 or D1 Certificate.

See Inyo County Standard Specifications available on-line at the county's website (address above). Click on "Departments". Scroll down to 'Public Works' and click on 'Public Works Department Specifications'. Reference in this document, and during the term of the contract or lease will be made to the Standard Specifications in so far as they apply to this work; therefore it is to the proposer's advantage to become familiar with the County Standard Specifications.

## **2. Requested Services**

**Contract Operations:** Inyo County will accept proposals for contract operations of the three water systems. Contractors are required to provide all functions, personnel, licenses, certifications, equipment, tools, materials, parts, supplies, chemicals, testing, vehicles, uniforms, etc. required for the business of purveying water to the public. The contractor will perform meter reading and billing every two months. Collections will be on-going during the month while proceeds will be submitted to the county monthly. Rate setting will remain the responsibility of Inyo County, with input from the contractor. Inyo County recognizes that contractors may determine that some aspects of the operation are frequent, repetitive, customary, routine or on going in nature that are required to operate the system (base services) while other services may be predictable but infrequent, annual, intermittent, non-routine or sporadic in nature (non-routine services). If, in preparing your proposal, you determine that the most cost effective means of providing services is to exclude certain non-routine or sporadic services from the base services proposal, you should identify the non-routine services as being excluded and provide a separate cost proposal for the non-routine services. Completion of the non-routine services may be subject to approval of the Inyo County Public Works Department prior to initiation of each service. Contractor shall be subject to oversight by the California Department of Public Health (Independence and Lone Pine systems), Inyo County Environmental Health Department (Laws system) and Department of Public Works (comprehensive project oversight).

(Note: California state prevailing wage laws require the payment of prevailing wage for certain services performed by contractors on public works contracts. See California Labor Code §1700 et seq. The successful applicant will be required to comply with the provisions of the California State Prevailing Wage laws; and, upon request provide proof of such compliance to the County. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates" in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Copies of the predetermined rate are on file at the Inyo County Public Works Department, 168 N. Edwards St, Independence, Ca 93526 (760) 878-0201, or the State Department of Industrial Relations <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Go to Step 2b and choose the trade, or go to Step 4, choose Inyo County, and download the trades.).

The contract proposals shall be for a minimum term of 3 years with the possibility to extend the contract period.

The contract price paid for the work specified within the Scope of Work shall be considered the full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in the business of purveying water to the public. No additional compensation will be allowed therefor.

**Lease Operations:** Inyo County will accept proposals from recognized purveyors to lease the three water systems. Responses from potential lessees will be evaluated based upon the lessee's demonstrated qualifications to provide comprehensive systems operations and proposed lease payments to the County. Lessee shall assume the responsibilities as the system owner in all respects. Lessee shall provide all personnel, licenses, certifications, equipment, tools, materials, parts, supplies, chemicals, testing, vehicles, uniforms and the like required for the business of purveying water to the public. The Lessee shall perform meter reading, billing and collections. A Capital Improvements Plan and account shall be developed by the lessee and funded from rates proceeds. The Capitol Improvement account shall reside with the County of Inyo. Rate setting will be the responsibility of the lessee and subject to the California Public Utilities Commission (CPUC). The rates shall be sufficient to fund operations, maintenance, repairs capital improvements and other necessary funds as identified by the CPUC. Lessee shall be subject to oversight by the CPUC and their rules, orders, etc., California Department of Public Health and Inyo County Environmental Health Department as above for contract operations, and Department of Public Works (limited project oversight). Future over allotment charges during the period the lessee operates the systems shall be the responsibility of the lessee.

Lease proposal term shall be negotiable.

### **3. Scope of Work**

Responders shall submit a comprehensive Scope of Work discussing both base and non-routine services to be performed. The submitted Scope of Work must describe specific responsibilities, functions, personnel, licenses, certifications, equipment, tools, materials, parts, supplies, chemicals, testing, vehicles, duties, goods and services to be rendered necessary to conduct the business of purveying water to the public and, provide assurance that the above Scope will be provided. Prior County authorization for personnel or subcontractor substitutions will be required. The request for substitutions will be evaluated expeditiously, and if granted, will be provided forthwith. Identify what inventory may be maintained and the storage location. Indicate all licenses and certifications held or to be provided. Identify where an office for public access will be located and office hours it will be staffed.

Reference is made to appropriate portions of the County Standard Specifications. Open excavations will not be allowed overnight. Wrap all metallic components to be backfilled in two layers of 10 mil polyethylene taped at edges. Parts, materials, chemicals, etc must be pre-approved by the county prior to use and meet appropriate ANSI/AWWA specifications, be NSF-61 approved and if available, be UL/FM approved. Installation of appurtenances will be accomplished with at least a D1 California Department of Public Health Operators certificate held by one or more staff on-site during installation.

Any installation / materials associated with installation covered by the Scope of Work shall be warranted for 3 years.

The Proposal must include the following:

- A. Staffing Plan of personnel proposed for this project. If the staffing plan specifies employees using personal vehicles for the completion of the work, demonstrate that the drivers are appropriately insured. Discuss how on-call emergency response staff is rotated among staff; and where the staff responds from. Differentiate between Chief Operator and Shift Operator personnel. Demonstrate how the entity shall provide all necessary operations staff and be recognized by California Department of Public Health as the system operator. State how, in the event of a catastrophic emergency, the emergency response needs for water systems currently served by the contractor/lessee will be coordinated with the response needs of the County water systems. Include resumes of proposed staff. Once an agreement for services has been entered, prior approval will be required for staffing changes.
- B. A comprehensive Scope of Work as described above and a Statement of Fees for providing the Scope of Work.
- C. Experience with the Scope of Work. List continuing education, training, confined space safety or OSHA training operators have attended. Provide copies of certificates and continuing education units earned.
- D. Names of the proposed Project Manager and the person authorized to negotiate on behalf of the firm.
- E. Provide a statement on availability of the firm to provide services.
- F. A list of references, with contact person, from previous projects. As a part of the evaluation of any proposal, the County may contact these references and request information regarding the responder's performance.
- G. List and clearly identify exclusions your proposal does not address or cover. If there are no contract exclusions, provide a statement to that effect.

Some, or all of your proposal may be attached to any contract or agreement entered into with the county.

The County of Inyo reserves the right to reject any or all proposals and reserves the right after receiving proposals to seek completion of the work contemplated herein as it chooses.

#### **4. Agreement Terms**

##### **Contract Terms**

###### **A. Minimum Term**

The minimum contract term shall be three (3) years and may be extended. The term will be dependent on factors such as, but not limited to the minimum time for the provider to recover costs, breadth of past experience, abilities, etc. A copy of Inyo County Standard Contract No. 116 (Modified) is attached. Prospective bidders are encouraged to review the terms of this document.

###### **B. Minimum Insurance Terms**

See attached Insurance Specification 1.

### Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Performance bond
2. Payment bond
3. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### C. Non Performance

Contractor and county will jointly determine a non-performance clause.

## **Lease Terms**

### A. Minimum Term

The minimum lease term shall be negotiable and may be extended. The term will be dependent on factors such as, but not limited to the minimum time for the provider to recover costs, breadth of past experience, abilities, etc. The terms and conditions of the lease will be jointly determined by both parties. Community Services Districts (CSD) have been formed with the anticipation of acquiring the responsibilities of the community water systems. As negotiations continue between the CSD's and the County, the lessee will be expected to provide data to assist the negotiations if requested by the County.

### B. Minimum Insurance Terms

See attached Insurance Specification 1.

## **5. Minimum Qualifications**

- A. Ability to demonstrate knowledge, skills and abilities to successfully provide the services in this request.
- B. Possess the appropriate licensing and certification required by the State of California.

## **6. Service by Inyo County**

Inyo County will provide the services listed below in support of the proposed services:

- A. Furnish available reports and drawings that are in the County's possession.
- B. Participate in meetings with the provider as required.
- C. Provide direction to the contractor or lessee as necessary.

## **7. Evaluation Criteria / Selection Process**

The information provided in the proposal will be the basis for selecting a list of firms to be invited to continue in the selection process. The criteria for selection will be determined from the following areas:

- A. Proposals which require the least time involvement by the county, that are efficient and cost effective means of operating the three Town Water Systems. (40%)
- B. Demonstrated experience in providing all the services in your Scope of Work {routine and non-routine services}. (30%)
- C. Staffing capabilities of the firm, experience/qualifications of the proposed staff members, in addition to general experience/qualifications of the firm. (30%)

Proposers scoring the highest on the above criteria will be provided additional bid documents to prepare and submit to the county to continue the selection process. It shall be the county's discretion to determine after evaluating all documents submitted, the lowest minimum score to qualify responders for interviews. All proposers scoring the minimum score or higher will be invited for an interview. All documents submitted thus far may be attached to the contract or lease agreement.

There is a pre-proposal job walk on January 30, 2012 at 8 AM starting at the Laws town water system continuing south through the Independence and Lone Pine town water systems. Any questions or need for clarification must be emailed to Keith Pearce, Inyo County Public Works Department, kpearce@inyocounty.us no later than February 13, 2012, after which answers to questions shall be forwarded to all responders via email by February 21, 2012.

The due date for the proposal is March 5, 2012; 5:00 p.m. All proposals shall be sent to the Inyo County Public Works Department, P.O. Drawer Q, Independence, CA. 93526. If you choose to mail your proposal, Independence is not a "Next Day Delivery" location.

All proposals to be considered must address Section 6 paragraphs A through G.

## **8. Project Locations and Description**

The following general descriptions of the three (3) water systems are intended to give a perspective of the individual systems. These descriptions may not be all inclusive of every water system appurtenance, asset, or property, and are intended as a general overview. A pre-proposal

job walk will be scheduled for each site. Due to the nature of each system, the county does not warrant the condition of any of the three systems.

**Laws:** The community of Laws is located approximately seven (7) miles northeast of the City of Bishop. It is approximately 150 acres in area with a primarily transitory work population of about 30 people serving the businesses located in Laws, with an annual water consumption of approximately 25 acre-feet per year (2000 to 2004 average). This system is currently a California Public Health Department class D1 system. This water distribution system consists of:

- 1 – Deep water well
- 1 – Hydro-pneumatic tank and associated controls
  - Chlorination solution crocs, metering pumps, and associated equipment
- 1 - -Treatment building, frame construction.
- 1 – 150 kilowatt generator and transfer switch
- 17 – Metered services
- 12 – 2 ½”x 4” double fire hydrants
- 9,580 feet of pipeline:
  - 830 feet of 1-½” diameter PVC or iron pipe
  - 200 feet of 2” diameter PVC or iron pipe
  - 2,469 feet of 6” diameter Class 150 C-900 PVC water main
  - 6,081 feet of 8” diameter Class 150 C-900 PVC water main
- 1-Rugid telemetry system RUG-5
- 1- Standard telecommunication dedicated phone line
- Associated sensors, transducers, etc.
- 1-AGM battery 12V 35.0 AH maintenance free battery & trickle charger
- Intertie and appurtenances between LADWP Well 413 and distribution system.
- CONFINED SPACES:
  - 2 Intertie Vaults
  - 1 Blow-off vault
  - 2 Hydropneumatic tanks
  - 1 Hypochlorite injection & swing check valve vault.

**Independence:** The community of Independence is located approximately forty-five (45) miles south of the city of Bishop. It is approximately 220 acres in area, with a population of 586, and an annual water consumption of approximately 450 acre-feet per year (2000 to 2004 average). The water system was purchased from the Independence Water Company by the City of Los Angeles in 1974. This system is currently a California Public Health Department class D1 system. This water distribution system consists of:

- 2 - Deep water wells (1 primary and 1 back up)
- 2 – Chlorination buildings-frame construction; solution crocks, metering pumps, and associated equipment
- 2 – 200,000 gallon welded steel water storage tanks and associated appurtenances, sensors, controls, and communication equipment
- 1 – 250 kilowatt generator
- 364 – Metered services
- 54 – 2 ½” x 4” double fire hydrants
- 48,750 feet of distribution water main:
  - 810 feet of 1 ½” diameter iron pipe

- 2,330 feet of 2" diameter iron pipe
- 290 feet of 3" diameter iron pipe
- 1,127 feet of 4" diameter cast iron water main
- 23,939 feet of 6" diameter steel, cast or ductile iron, or PVC water main
- 14,316 feet of 8" diameter steel, cast or ductile iron, or PVC water main
- 5,938 feet of 10" and 12" diameter steel or ductile iron reservoir trunk line
- 1-Rugid telemetry system RUG-5
- 1- Standard telecommunication dedicated phone line
- Associated sensors, transducers, etc.
- 1-AGM battery 12V 35.0 AH maintenance free battery & trickle charger
- Pressure and Demand chart recorders.
- CONFINED SPACES:
- 2 - 200,000 gallon welded steel tanks
- 1 Retention basin (old reservoir)
- 3 Swing check valve vaults at tanks
- 2 OS&Y valve vaults
- 1 swing check vault at old chlorination vault
- Several large (4 inch to 6 inch) meter vaults
- 1 Well meter vault w/ hypochlorite injection point
- 1 backup well hypochlorite injection vault
- 1 backup well meter vault
- 1 underground contactor 7' dia. x 115' long

**Lone Pine:** The community of Lone Pine is located approximately fifteen (15) miles south of the community of Independence. It is approximately 300 acres in area, with a population of 1655, and an annual water consumption of approximately 600 acre-feet (2000 to 2004 average). The water system was purchased from the Lone Pine Water Company by the City of Los Angeles in 1967. This system is currently a California Public Health Department class D2 system. This water distribution system consists of:

- 2 – Deep water wells (1 primary and 1 back-up)
- 1 –500,000-gallon storage tank, sensors, controls, communication equipment and chlorination equipment
- 1 – 250 kilowatt generator
- 560– Metered services
- 67 – 2 ½"x 4" double fire hydrants
- 45,653 feet of distribution water main:
  - 222 feet of 1 ½" diameter iron pipe
  - 1,557 feet of 2" diameter iron pipe
  - 1,310 feet of 4" diameter steel, cast or ductile iron water main
  - 17,546 feet of 6" diameter asbestos cement, cast or ductile iron, or PVC water main
  - 18,773 feet of 8" diameter cast or ductile iron, steel or PVC water main
  - 2,553 feet of 12" diameter cast or ductile iron, or steel water main
  - 3,692 feet of 16" diameter cast or ductile iron, or steel water main
- 1-Rugid telemetry system RUG-9
- 1- Standard telecommunication dedicated phone lines
- Associated sensors, transducers, software, etc.
- 1-AGM battery 12V 35.0 AH maintenance free battery & trickle charger
- 1- UPS un-interruptible power supply

Pressure and demand chart recorders

**CONFINED SPACES:**

- 1 500,000 welded steel tank
- Appurtenance vault at tank
- 2 Control valve vaults at aqueduct crossing
- 2 Hypochlorite injection & swing check valve vaults
- 1 Pressure regulating station vault
- 1 Town demand meter vault
- Several large (4 inch to 6 inch) meter vaults
- 1 underground contactor 5' dia. x 180' long

(Notice: The list of confined spaces for each water system may be incomplete. There may be more spaces than those listed. The Contractor/Lessee is expected to provide all necessary manpower, training and equipment to legally enter confined spaces. All water storage tanks, hydropneumatic tanks and appurtenance or meter vaults are confined spaces. Some confined spaces are permit required confined spaces, while other spaces are non-permitted confined spaces. Entry shall follow all applicable CALOSHA regulations. The above CONFINED SPACES listings and this notice serves as the required safety effort the County must follow pursuant to CCR Title 8, Confined Space Safety).

**Master RUGID System:** The master RUGID system may be located in the location of your choice for maximum optimization of your operations. Inyo County personnel must have access to the RUGID computer at all times. This generally consists of:

- 1-RUG 9 unit with enclosure, software, etc.
- 1- computer and monitor
- 1-Printer
- 1-AGM battery 12V 35.0 AH maintenance free battery & trickle charger
- 1-APC Back UPS RS 800 un-interruptible power supply
- 2-Standard telecommunication dedicated phone lines provided by the Contractor/Lessee.

**Billing Software:** The County does not currently own billing software.

**Specifications 1**  
**Insurance Requirements for Most Contracts**  
**(Not for Professional Services or Construction Contracts)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Verification of Coverage***

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special