

**AGREEMENT FOR OPERATION, MAINTENANCE AND WATER QUALITY
MONITORING SERVICES BETWEEN
THE CITY OF SALINAS AND MONTEREY ONE WATER**

This Agreement for Operation, Maintenance and Water Quality Monitoring Services (the “Agreement” and/or “Contract”) is made and entered into this 20th day of February, 2018, by and between the **CITY OF SALINAS**, a California Charter city and municipal corporation (hereinafter “City”), and **MONTEREY ONE WATER**, a **Joint Powers Authority**, (hereinafter “Agency”).

RECITALS

WHEREAS, Agency represents that it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Agency is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Agency agree as follows:

TERMS

- 1. Scope of Service.** The project contemplated, and the scope of the Agency’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.
- 2. Term; Completion Schedule.** This Agreement shall be deemed to have commenced on October 1, 2017, and shall terminate on December 31, 2022. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.
- 3. Compensation.** City hereby agrees to pay Agency for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit C**. The total amount of compensation to be paid under this Agreement shall not exceed **one hundred fifty thousand dollars (\$150,000) annually**.
- 4. Billing.** Agency shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Agency shall not bill City for duplicate services performed by more than one person. The Agency’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;
- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and

(E) The Agency's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Agency submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Agency until thirty (30) days after a correct and complying invoice has been submitted by Agency. The City shall process undisputed portion immediately.

5. Additional Copies. If City requires additional copies of reports, or any other material which Agency is required to furnish as part of the services under this Agreement, Agency shall provide such additional copies as are requested, and City shall compensate Agency for the actual costs related to the production of such copies by Agency.

6. Responsibility of Agency.

By executing this Agreement, Agency agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Agency further agrees and represents to City that Agency possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Agency to do and perform the Agency's work. Agency further agrees and represents that Agency shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

7. Responsibility of City. To the extent appropriate to the projects to be completed by Agency pursuant to this Agreement, City shall:

(A) Assist Agency by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Agency, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Agency.

(C) Ray E. Corpuz, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Agency's services. City may unilaterally change its representative upon notice to Agency.

(D) Give prompt written notice to Agency whenever City observes or otherwise becomes aware of any defect in a project.

8. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Agency from professional responsibility for the work performed.

9. Indemnification and Hold Harmless.

Agency shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Agency's performance of work hereunder, including the performance of work of any of the Agency's subcontractors or agents, or the Agency's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

10. Insurance.

Agency shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

11. Access to Records. Agency shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Agency by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during the Agency's usual and customary business hours. Agency shall provide proper facilities to City's representative(s) for such access and inspection.

12. Assignment. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Agency. This Agreement is personal to Agency and shall not be assigned by it without express written approval of the City.

13. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Agency shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Agency's rates shown in **Exhibit C** of this Agreement. Upon agreement between City and Agency as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Agency shall constitute the Agency's notice to proceed with the changed scope.

14. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Agency, as provided herein, for the services rendered by Agency in connection with which they were prepared. City agrees to hold harmless and indemnify Agency against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of Agency.

15. Termination.

(A) City shall have the authority to terminate this Agreement, upon written notice to Agency, as follows:

(1) If in the City's opinion the conduct of Agency is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Agency shall be entitled to payment of such amount as fairly compensates Agency for all work satisfactorily performed up to the date of termination based upon the Agency's rates shown in **Exhibit C**, except that:

(1) In the event of termination by the City for the Agency's default, City shall deduct from the amount due Agency the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Agency are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Agency hereunder, Agency shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Agency shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Agency or prepared by or for Agency or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon the Agency's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Agency provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

16. Compliance with Laws, Rules, and Regulations. Services performed by Agency pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

17. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between and of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

18. Independent Contractor. It is expressly understood and agreed by both parties that Agency, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Agency expressly warrants not to represent, at any time or in any manner, that Agency is an employee or servant of the City.

19. Integration and Agreement. This Agreement represents the entire understanding of City and Agency as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

20. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

21. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to Agency shall, until further notice by Agency, be addressed to:

General Manager
Monterey One Water
5 Harris Court, Building D
Monterey, CA 93940

(C) The execution of any such notices by the City Manager of the City shall be effective as to Agency as if it were by resolution or order of the City Council, and Agency shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

23. Nondiscrimination. During the performance of this Agreement, Agency shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

24. Conflict of Interest. Agency warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Agency further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Agency shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Agency further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Agency as the result of the Agency's performance of the work or services pursuant to the terms of this Agreement.

25. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

26. Attorney's Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

27. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Agency expressly reserves the right to contract with other entities for the same or similar services.

28. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

29. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Agency, its representatives, agents or subcontractors by federal, state or local law, Agency warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

31. Legal Representation. Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

32. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

33. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

34. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr.
City Manager

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

MONTEREY ONE WATER

Paul Sciuto
General Manager

Exhibit A

Industrial Wastewater Treatment Facility Operation, Maintenance and Water Quality Monitoring Insurance Requirements

MONTEREY ONE WATER - CITY OF SALINAS

February 20, 2018

Agency shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Agency, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

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 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and 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 (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 0001 covering any auto (Code 1), or if Agency has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** Insurance applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If Agency maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by Agency. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, Agency shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or Agency shall provide evidence

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 - 1. **The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of Agency 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 Agency's insurance (at least as broad as ISO Forms CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 - 2. For any claims related to this project, **the Agency's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Salinas, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Agency's insurance and shall not contribute with it.
 - 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Agency pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of Agreement of work.
 - 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Agency must purchase an extended period coverage for a minimum of five (5) years after completion of Agreement work.
 - 4. A copy of the claims reporting requirements must be submitted to the City for review.
 - 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

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

Waiver of Subrogation

Agency hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Agency by virtue of the payment of any loss. Agency agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Salinas for all work performed by Agency, its employees, agents, and subcontractors.

Subcontractors

Agency shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Agency shall ensure that City of Salinas is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as ISO CG 20 38 04 13.

Special Risks or Circumstances

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

Maintenance of Insurance

Maintenance of insurance by Agency as specified shall in no way be interpreted as relieving Agency of its indemnification obligations or any responsibility whatsoever and Agency may carry, at its own expense, such additional insurance as it deems necessary.

EXHIBIT B

Industrial Wastewater Treatment Facility Operation, Maintenance and Water Quality Monitoring Required Scope of Work

MONTEREY ONE WATER - CITY OF SALINAS

February 20, 2018

REQUIRED SERVICES - SCOPE OF WORK

Scope of Work for services shall include, but not be limited to: All services required to manage, coordinate, operate, and maintain the City of Salinas' Industrial Wastewater Treatment Facility and associated facilities; which shall be in conformance with all relevant permit requirements, associated local, state and Federal regulations, best management practices (as addressed in the California Stormwater Quality Association's *Stormwater Best Management Practices Handbook for Industrial and Commercial users*), as well as the criteria established within the City of Salinas' *Industrial Wastewater Treatment Facility Operation and Maintenance Manual, January 2003*. A copy of this manual is available online at (https://www.cityofsalinas.org/sites/default/files/iwwtp_om_manual_2003.pdf) and at the City Corporation yard. Variations to this scope of work will only be allowed through written request and response.

Scope of Work for services shall also include:

1. Appropriate (in terms of numbers to perform duties within desired time frames) and sufficiently qualified (holding certificates as required by state, with training and experience to conduct work in a professionally skilled effective and efficient manner) staff to provide sampling, testing, sludge handling, monitoring, operation, and maintenance, and to make recommendations to improve operations of the treatment facilities twenty-four (24) hours a day; seven days (7) per week throughout the year (365 days/year).
2. It is the responsibility of Agency to integrate the skills, knowledge and abilities of the City's Plant Operator position into their management of the Industrial Wastewater Treatment Facility. City Wastewater Operator will work with Agency on a full-time basis, taking into account normal time off for vacations, sick leave and training time. Agency shall provide management, supervision and technical staff to operate plant successfully in usual, as well as in extraordinary or extreme work conditions (such as during a natural disaster).
3. Agency shall provide appropriate staffing and equipment to provide cleaning, repair, maintenance, and inspection of the industrial wastewater collection system to include cleanouts, and lines to meet the requirements of the City Operations and Maintenance Manual, but at least twice per year and, where appropriate, more frequently. All on-site lift and/or pump stations shall be inspected and cleaned thoroughly as needed and shall include

exercising operation of emergency power equipment and the addition of fuels and lubricants as appropriate, and/or as required by the Air Resources Control Board.

4. Adequate staffing to efficiently complete daily inspection of the treated effluent ponds and implement source control within the industrial user's operations.

In addition, at a minimum of three (3) times per month (weekly is desired) Agency shall take and analyze water quality samples (as defined in requirements of the WDR) at each of the industrial sites that discharge into the City's Industrial Wastewater system.

As part of site visits associated with the taking of samples, Agency shall make, at minimum, "monthly informal visual inspections" of the industries' facilities that include the following: 1) a check of general housekeeping practices; 2) an inspection for toxic or hazardous materials spills, leaks, or precarious storage; 3) an inspection for physical obstructions or damage to the wet pit, flume, sampling site, valves, and piping around the sample site; 4) while in the facility, observe for potential hazards that could impact the industrial wastewater operations; and log and record all findings into an electronic database, such as Microsoft Access or compatible. Site visits shall be conducted in a "cold call" manner (without prior notice or within a set schedule).

All on-site lift and/or pump stations shall be inspected and cleaned thoroughly as needed (or as required by the Wastewater Manager) with the addition of fuels and lubricants as appropriate and shall include exercising operation of emergency power equipment 1/2 hour weekly or as often as required by the Air Resources Control Board.

5. Inspection and repair of all security and safety devices including fencing, gates, flotation devices, etc. shall be completed a minimum of twice per month and more often if appropriate. Weed control at the 240 Davis Road facility and City properties at 156 Hitchcock shall be the responsibility of the City staff including the existing Wastewater Operator. Agency should allow 6-8 weeks annually of the Operator's time for weed control operations. This arrangement may be changed only through written request and written approval from the City's Wastewater Manager and Water Resources Planner.
6. Twenty-four-hours/day emergency response capability. Agency shall appropriately respond to all facilities within 30-minutes of alarm.
7. Where needed, provide appropriate technology, equipment, hand tools and associated equipment as well as all vehicles necessary to complete the task at a performance level required. For other than normal wear, Agency will be required to replace City equipment that has been rendered unsuitable to perform its intended task caused by the Agency's negligence or misuse. Alternatively, Agency may provide its' own equipment.
8. At minimum, Agency shall comply with City of Salinas' *Industrial Wastewater Treatment Facility Operation and Maintenance Manual, January 2003* regarding maintenance of miscellaneous equipment, such as pumps, generators, electrical controls, and other equipment. Where proposed operations and maintenance will differ from that contained in

the City of Salinas' *Industrial Wastewater Treatment Facility Operation and Maintenance Manual, January 2003*, Agency will ensure that such actions meet or exceed City requirements.

9. Agency shall ensure that all confined-space entries will comply with OSHA regulations.
10. Operator must complete and submit draft copies of all reports for the facilities as required by the facility permits. Regulatory agency reports shall be completed in collaboration with City of Salinas Wastewater Management staff. Draft reports shall be submitted for review by City staff at least 7-days prior to the required submittal date for monthly reports, and 30-days prior to annual report due dates. Agency must consider the turn-around time standards for laboratory results when completing and submitting reports.
11. Agency shall keep records and provide to operations at the City's Industrial Plant to the maximum extent practicable. This includes entering and maintaining electronic flow data and written correspondence on the City's computer at the Industrial Treatment Plant.
12. Agency shall provide City with real time access to flow and billing records.
13. At minimum, Agency will electronically provide monthly billing records (access to data in real time is required) to the City of Salinas' Wastewater Manager for review prior to mailing bills to industrial users. This activity will require Agency to collect and electronically store user flow data (in Microsoft Access, or another City approved electronic data base), make calculations of monthly costs for each user, and provide the City with documentation of cost prior to submitting bills to industry.

EXHIBIT C

Industrial Wastewater Treatment Facility
Operation, Maintenance and Water Quality Monitoring
Compensation Schedule and Hourly Rates for Basic Services

MONTEREY ONE WATER - CITY OF SALINAS

February 20, 2018



Monterey One Water

Providing Cooperative Water Solutions

Monterey One Water Billable Wages
FY2017/2018

| <u>Personnel</u> | <u>Hourly Rate</u> |
|--------------------------|--------------------|
| Engineering | |
| Manager | 162.13 |
| Associate | 125.46 |
| Prev Main Coord | 108.33 |
| Contracts Admin | 69.16 |
| Administration | |
| Acct Supervisor | 100.11 |
| Accountant | 95.46 |
| Acct Tech | 72.93 |
| Customer Serv Supervisor | 119.31 |
| Senior CS Rep | 83.90 |
| Govt Affairs Admin | 106.72 |
| IT Tech 2 | 81.80 |
| Admin Spt Spec 1 | 54.56 |
| Source Control | |
| Supervisor | 122.92 |
| Senior Inspector | 83.90 |
| Inspector 1 | 74.75 |
| Inspector 2 | 102.82 |
| Laboratory | |
| Supervisor | 120.61 |
| Senior Lab Analyst | 115.18 |
| Lab Analyst 2 | 81.88 |
| Field Maintenance | |
| Supervisor | 130.54 |
| Ind Painter | 95.14 |
| Main Mech 1 | 82.92 |
| Main Mech 2 | 96.79 |
| Prev Main Mech | 80.41 |
| Utilities | |
| Supervisor | 124.91 |
| Senior Elect/Instr Tech | 103.79 |
| Elect/Instr Tech 2 | 98.71 |

Notes:

Salaries based on current salary schedule for FY17/18

Truck mileage billed at IRS rate in 2017 at 53.5 cents and 54.5 cents in 2018 per mile

Overhead Cost calculated at latest Rate Fee Study of 16.9%

Fee Schedule

| Chemistry Panels | Analysis | Fee | Containers |
|--|---|--|---|
| Irrigation Suitability Panel | pH, alkalinity, bicarbonate, carbonate, conductivity, total dissolved solids, calcium, magnesium, sodium, potassium, boron, chloride, sulfate, nitrate, Sodium Absorption Ratio (SAR) and adjusted SAR. | 95.00 | 1 liter plastic 125 ml plastic w/HNO ₃ (24-hr Hold Time) |
| Domestic Suitability Panel | pH, alkalinity, conductivity, total dissolved solids, calcium, magnesium, sodium, potassium, chloride, fluoride, nitrate, nitrite, orthophosphate, sulfate, hardness, iron, manganese, Langlier Index corrosivity | 130.00 | 1 liter plastic 125 ml plastic w/HNO ₃ (24-hr Hold Time) |
| General Water Quality Panel | pH, alkalinity, conductivity, total dissolved solids, calcium, magnesium, iron, manganese, sodium, potassium, arsenic, lead, copper, zinc, cadmium, fluoride, boron, chloride, sulfate, nitrate, nitrite, phosphate(ortho), silica, hardness, Sodium Absorption Ratio (SAR) and adjusted SAR, Langlier Index corrosivity | 175.00 | 1 liter plastic 125 ml plastic w/HNO ₃ (24-hr Hold Time) |
| Title 22 General Mineral General Physical Inorganic Panel | Color, odor, turbidity, carbonate, bicarbonate, alkalinity, calcium, chloride, copper, foaming agents, iron, magnesium, manganese, pH, sodium, sulfates, conductivity, total dissolved solids, hardness, zinc, silver, aluminum, arsenic, barium, cadmium, chromium, fluoride, lead, mercury, nitrate, nitrite, selenium, silver, antimony, beryllium, nickel, thallium, cyanide, Langlier Index corrosivity <i>*Perchlorate, Chromium-6 & Asbestos must be ordered separately if needed.*</i> | 295.00 325.00 (Weekend) | 250 ml glass 1 liter plastic 250 ml plastic w/NaOH 125 ml plastic w/HNO ₃ (24-hr Hold Time) |
| Storm Drain Panel | Total suspended solids, pH, Oil & Grease, conductivity. Add TOC Substitute TOC for O&G | 100.00 155.00 120.00 | 1 liter plastic 1 liter glass w/HCl (3) 40 ml VOA w/H ₃ PO ₄ |
| R.O. / Softener Panel | pH, conductivity, hardness, calcium, magnesium | 50.00 | 500 mL plastic 125 ml plastic w/HNO ₃ |
| Synthetic Organic Compounds** (SOC's) | Ethylenedibromide & dibromochloropropane (EPA 504.1), Pesticides & PCBs (EPA 505), Herbicides (EPA 515.1), Regulated Organics by GC/MS (EPA 525.2), Carbamates (EPA 531.1), Glyphosate (EPA 547), Endothall (EPA 548.1), Diquat (EPA 549.1) <i>*Dioxin must be ordered separately if needed.*</i> | 1300.00 | EPA 504 (3) 40 ml VOAs w/Na ₂ S ₂ O ₃ EPA 505 (3) 40 ml VOAs w/ Na ₂ S ₂ O ₃ EPA 515 250 ml glass w/ Na ₂ SO ₃ EPA 525 (2) 1 liter glass w/Ascorbic, EDTA & KHDCl EPA 531 40 ml VOA w/MCAA & Na ₂ S ₂ O ₃ EPA 547 40 mL VOA w/ Na ₂ S ₂ O ₃ EPA 548 250 mL glass w/ Na ₂ S ₂ O ₃ EPA 549 1 liter plastic w/ Na ₂ S ₂ O ₃ |
| SOC's for Monterey County** | Alachlor, Atrazine & Simazine (EPA 525), Bentazon & 2,4-D (EPA 515.3), Carbofuran (EPA 531.1), Diquat (EPA 549) | 750.00 | EPA 525 (2) 1 liter glass w/Ascorbic, EDTA & KHDCl EPA 515 250 ml glass w/ Na ₂ S ₂ O ₃ EPA 531 40 ml VOA w/MCAA & Na ₂ S ₂ O ₃ EPA 549 1 liter plastic w/ Na ₂ S ₂ O ₃ |
| Radionuclide Testing | Gross Alpha** Gross Beta** Radium 226** Radium 228** Uranium by ICPMS | 70.00 70.00 160.00 265.00 50.00 | 1 liter plastic 1 liter plastic 2 liter plastic 2 liter plastic 125 ml plastic w/HNO ₃ |
| Asbestos** | Asbestos in Drinking Water**(>24 Hours – Mandatory Ozonation Required) | 210.00 +\$50.00 | 1 liter plastic (24 hr Hold Time) |
| Coliforms (P/A) | Drinking Water; Total & E. Coli; Presence/Absence - (24 hr Read Time) Colilert 18 - (18 Hour Read Time) Friday Analysis - (Saturday Readback) Weekend Analysis - (Saturday & Sunday) | 26.00 30.00 40.00 55.00 | 100 ml (sterile) w/Na ₂ S ₂ O ₃ |
| Coliforms (QT) | Source Water; Total & E. Coli by Quantitray - (24 Hour Read Time) Drinking Water; Fecal Coliform by Quantitray - (24 Hour Read Time) Colilert 18 - (18 Hour Read Time) Friday Analysis - (Saturday Readback) Weekend Analysis - (Saturday & Sunday) | 30.00 30.00 35.00 45.00 60.00 | 100 ml (sterile) w/Na ₂ S ₂ O ₃ |
| Coliforms (MTF) | Waste water and source water; total ; 15 tube MTF Thursday & Friday Analysis - (48+Hour Readback Time) Fecal Coliform added to above analysis | 35.00 45.00 15.00 | 100 ml sterile w/ Na ₂ S ₂ O ₃ |
| Enterococcus | Enterococcus by Quantitray - Friday Analysis - (Saturday Readback) Weekend Analysis - (Saturday & Sunday) | 30.00 45.00 60.00 | 100 ml sterile w/ Na ₂ S ₂ O ₃ |
| TTHM** | Trihalomethanes - EPA 524 (Chloroform, bromodichloromethane, dibromochloromethane, bromoform) | 95 .00 | (3) 40 ml VOAs w/ Na ₂ S ₂ O ₃ |
| HAA-5** | Haloacetic Acids | 170.00 | 250 ml Amber Glass w/ NH ₄ Cl |
| VOC's** | Volatile Organic Compounds; (Drinking Water -EPA 524)** | 125.00 | (3) 40 ml VOAs w/ HCl |

*Surcharge Applied To ALL Weekend & After-Hour Analysis (M-F, 0830-1700) **

Fee Schedule for Individual Parameters

| | | |
|--|---|--|
| Acrolein & Acrylonitrile | 125.00 | (3) 40 ml VOAs |
| Alkalinity | 25.00 | 250 ml plastic |
| Aluminum - Al | 25.00 | 125 ml plastic w/HNO ₃ |
| Ammonia - NH ₃ | 30.00 | 500 ml plastic w/ H ₂ SO ₄ |
| Anions (Cl, F, Br, NO ₃ , NO ₂ , SO ₄ , PO ₄) | 70.00 | 250 ml plastic |
| Arsenic - As | 25.00 | 125 ml plastic w/HNO ₃ |
| Arsenic, Speciation ** | 225.00 | 125 ml plastic w/EDTA Pres. |
| Asbestos (Building Materials)** | Price Dependent on # Layers | 55.00+ 10.00/additional Layer |
| Barium - Ba | 25.00 | 125 ml plastic w/HNO ₃ |
| BioAssay (Acute Toxicity)** - Requires Advanced Notification | Quote | 10 liter cubit |
| Biochemical Oxygen Demand (BOD) | 45.00 | 1 liter plastic |
| Blue Green Algae | Quote | 100 ml (sterile) |
| Boron - B | 25.00 | 125 ml plastic w/HNO ₃ |
| Bromate** - BRO ₃ | 65.00 | 250ml glass w/EDA pres. |
| Bromide - Br | 25.00 | 250 ml plastic |
| BTEX* | 110.00 | (3) 40 ml VOAs |
| Cadmium - Cd | 25.00 | 125 ml plastic w/HNO ₃ |
| Calcium - Ca | 25.00 | 125 ml plastic w/HNO ₃ |
| Cam 16 Metals (Sb, As, Ba, Be, Ca, Cr, Co, Cu, Pb, Mo, Ni, Se, Ag, Th, V, Zn)** | 230.00 | 125 ml plastic w/HNO ₃ |
| Cam 17 Metals (Hg, Sb, As, Ba, Be, Ca, Cr, Co, Cu, Pb, Mo, Ni, Se, Ag, Th, V, Zn)** | 260.00 | (2) 125 ml plastic w/HNO ₃ |
| Cations (B, Ca, Cu, Fe, Mn, Mg, K, SiO ₂ , Na, Zn) | 70.00 | 125 ml plastic w/HNO ₃ |
| Carbonaceous Biochemical Oxygen Demand (CBOD) | 45.00 | 1 liter plastic |
| Corrosivity - Langlier Index | 55.00 | 500 ml plastic |
| (Includes Ca, Alk, pH, & TDS) | | 125 ml plastic w/HNO ₃ |
| Chemical Oxygen Demand (COD) | 40.00 | 250 ml plastic w/ H ₂ SO ₄ |
| Chloramines | 30.00 | 250 ml plastic |
| Chloride - Cl | 25.00 | 250 ml plastic |
| Chlorine Residual (Free or Total) | 20.00 | 250 ml plastic |
| Chlorophyll a | 40.00 | 1 liter glass or glass fiber filter (frozen) |
| Chromium (total) - Cr | 25.00 | 125 ml plastic w/HNO ₃ |
| Chromium VI* - Cr6 | 90.00 | 125 ml plastic w/buffer |
| Chromium VI for Wastewater | 55.00 | 125 ml plastic/buffer |
| Color | 20.00 | 250 ml glass |
| Conductivity - SEC | 20.00 | 250 ml plastic |
| Copper - Cu | 25.00 | 125 ml plastic w/HNO ₃ |
| Cyanide - Cn | 45.00 | 250 ml plastic w/ NaOH |
| Gas Range Organics** | 85.00 | (3) 40 ml VOAs |
| Dioxin** 2,3,7,8 TCDD by EPA 1613 | 350.00 | (2) 1 liter glass |
| Dioxin** plus TCDD equivalents C14-C18 by EPA 1613 | 850.00 | (2) 1 liter glass |
| Dissolved Organic Carbon (DOC) | 70.00 | (3) 40 mL VOAs |
| Dissolved Oxygen | 10.00 | 500 ml plastic |
| Ethanol** | 200.00 | (3) 40 ml VOAs |
| Formaldehyde** | 260.00 | 1 liter glass |
| Fluoride - F | 25.00 | 250 ml plastic |
| Diesel Range Organics ** | 85.00 | 1 liter glass |
| General Physical (Color, Odor, Turbidity, pH) | 40.00 | 250 ml glass |
| Hardness (Includes Ca & Mg) | 40.00 | 125 ml plastic w/HNO ₃ |
| Heterotrophic Plate Count (HTPC) | 35.00 | |
| | Thursday & Friday Analysis - (48-Hour Readback Time) | 55.00 |
| | Weekend Analysis - (Saturday & Sunday) | 65.00 |
| Iodide | 75.00 | 250 ml plastic |
| Iron - Fe | 25.00 | 125 ml plastic w/HNO ₃ |
| Iron Related Bacteria (*Additional Charge for Weekend Setup & Readback*) | 65.00 | 100 ml (sterile) w/Na ₂ S ₂ O ₃ |
| Lead - Pb | 25.00 | 125 ml plastic w/HNO ₃ |
| Lead & Copper Rule (Includes Pb, Cu & Turbidity) | 40.00 | 1 liter plastic w/HNO ₃ |
| Lithium - Li | 25.00 | 125 ml plastic w/HNO ₃ |
| Manganese - Mn | 25.00 | 125 ml plastic w/HNO ₃ |

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|--|---------------------------------|--|
| Magnesium - Mg | 25.00 | 125 ml plastic w/HNO ₃ |
| MBAS (Detergents) | 45.00 | 250 ml glass |
| Mercury – Hg (Drinking Water) | 35.00 | 125 ml plastic w/HNO ₃ |
| Mercury by Cold Vapor in Wastewater (Hg ₂₄₅)** | 65.00 | 125 ml plastic w/HNO ₃ |
| Metals Scan (Drinking Water) | (3-6 Metals) 65.00 | 125 ml plastic w/HNO ₃ |
| (As, Cd, Cu, Fe, Mn, Pb, Zn, Al, Cr, Ni, Ag, Ba, Be, Hg, Se, Sb, Tl, Co, Li, Mo, Sr, V) | (7-10 Metals) 95.00 | |
| | (11-13 Metals) 125.00 | |
| | (14-17 Metals) 155.00 | |
| | (18-22 Metals) 185.00 | |
| Dissolved Metals (Filter Charge) | +5.00 | |
| Methane** - CH ₄ | 230.00 | (3) 40 ml VOAs |
| Methanol (EPA 8260 Includes VOCs)** | 160.00 | (3) 40 ml VOAs |
| Nickel - Ni | 25.00 | 125 ml plastic w/HNO ₃ |
| Nitrate – NO ₃ | 25.00 | 250 ml plastic |
| Nitrite – NO ₂ | 25.00 | 250 ml plastic |
| Odor | 20.00 | 250 ml glass |
| Oil & Grease – O&G | 55.00 | 1 liter glass w/HCl |
| Polar & Non Polar | 85.00 | |
| Organochlorine Pesticides & PCBs (EPA 608)** | 250.00 | 1 liter glass |
| Organophosphorus Pesticides (EPA 8141)** | 200.00 | (2) 1 liter glass |
| Perchlorate | 55.00 | 250 ml plastic |
| pH | 15.00 | 250 ml plastic |
| Phosphate (ortho) – PO ₄ as P | 25.00 | 250 ml plastic |
| | Colorimetric – (Seawater) 40.00 | |
| Phosphorus, Total | 40.00 | 250 ml plastic w/ H ₂ SO ₄ |
| Polynuclear Aromatics by HPLC** EPA 610 | 195.00 | 1 liter glass |
| Potassium - K | 25.00 | 125 ml plastic w/HNO ₃ |
| Priority Pollutant Metals (PP13)** | 225.00 | 125 ml plastic w/HNO ₃ |
| Selenium -Se | 25.00 | 125 ml plastic w/HNO ₃ |
| Silica | 25.00 | 125 ml plastic w/HNO ₃ |
| Silver - Ag | 25.00 | 125 ml plastic w/HNO ₃ |
| Sodium - Na | 25.00 | 125 ml plastic w/HNO ₃ |
| Sodium Absorption Ratio | 60.00 | 500 ml plastic |
| (SAR & adj. SAR – Includes Ca, Na, K, Mg & SEC) | | 125 ml plastic w/HNO ₃ |
| Sulfate – SO ₄ | 25.00 | 250 ml plastic |
| Semi-Volatile Organic Compounds EPA 625** | 380.00 | (2) 1 liter glass |
| Settleable Solids - SS | 20.00 | 1 liter plastic |
| Suspended Solids - TSS | 25.00 | 1 liter plastic |
| Title 22 Primary | 200.00 | 125 ml plastic w/HNO ₃ |
| (Cyanide, Al, Sb, As, Ba, Be, Cd, Cr, F, Hg, Ni, Se, Tl, NO ₃ , NO ₂) | | 250 ml plastic |
| | | 250 ml plastic w/NaOH |
| Title 22 Secondary | 180.00 | 250 ml glass |
| (Alk, pH, Color, Odor, Turb, MBAS, TDS, SEC, Ca, Cl, SO ₄ , Fe, Mn, Al, Cu, Zn, Ag, Langlier Index) | | 1 liter plastic |
| | | 125 ml plastic w/HNO ₃ |
| Total Dissolved Solids - TDS | 25.00 | 500 ml plastic |
| Total Kjeldahl Nitrogen - TKN | 40.00 | 500 ml plastic w/ H ₂ SO ₄ |
| Total Nitrogen (Includes NO ₃ , NO ₂ , TKN) | 70.00 | 500 ml plastic w/ H ₂ SO ₄ |
| | | 250 ml plastic |
| Total Organic Carbon - TOC | 65.00 | (3) 40ml VOA w/ H ₃ PO ₄ |
| Total Sulfide – S ²⁻ | 40.00 | 250 ml plastic w/ NaOH + Zn Acetate |
| TPH Extractable – Diesel Range Organics/Oil Range Organics** | 85.00 | 1 liter glass w/HCL (100g (Solid)) |
| TPH Extractable – Gasoline Range Organics ** | 85.00 | (3) 40 ml VOAs w/HCL (100g (Solid)) |
| Turbidity | 20.00 | 250 ml plastic |
| Urea | 35.00 | 125 ml plastic (freeze) |
| UV ₂₅₄ | 20.00 | 250 ml glass |
| Volatile Org. Comp. (Wastewater - EPA 624)** | 150.00 | (3) 40 ml VOAs w/HCl |
| Volatile Suspended Solids (Requires Total Suspended Solids Analysis) | 15.00 | 500 ml glass |
| WET TEST (Metals are An Additional Cost @ \$25/Metal or Cam17 for \$260)** | 110.00 | 1 liter plastic (100g (Solid)) |
| Zinc - Zn | 25.00 | 125 ml plastic w/HNO ₃ |

** Samples are sent to subcontracted certified laboratory for analyses



Turn Around Times & Special Pricing – Our standard turnaround time is between 7 -14 business days, depending on the analysis.

- Rush Charges: 24-48 Hours (+100%)
- 3-5 Day (+50%)
- Weekends* & After-Hours* (+50%)
- Scheduled Holidays* (+100%)

****Pre-Approval Required, Call for Availability***

Sample Collection – Sampling Service available by appointment– call for quotation and availability.

Sample Pickup - Courier Service available – call for quotation and availability.

Archived Report - A \$25 fee may be charged for retrieval each archived report

Sample Containers - Sample containers are available for pickup at no charge, shipping charges may apply.

Payment Terms

Our standard credit terms are Net 30 Days, and are independent of when clients are reimbursed. Monterey Bay Analytical reserves the right to require payment in advance until a credit application has been approved. A client's initial credit limit may later be increased or decreased, based upon payment history. Accounts over 30 days are subject to 1.5% per month interest. Delinquent accounts are liable for legal costs and collection agency fees incurred by Monterey Bay Analytical Services in its efforts to eliminate the overdue balance. Prices are subject to change without notice.

Limits of Liability

Monterey Bay Analytical Services performs all of its services in a professional manner using generally accepted analytical methods. These methods are published by recognized sources such as the U.S. Environmental Protection Agency, the American Water Works Association, and the Water Environment Federation. In selecting Monterey Bay Analytical Services to perform analysis, our clients recognize that all samples and sampling events are unique, and that not all samples can be successfully analyzed by generally accepted methods. If analysis proves unsuccessful, the total liability of Monterey Bay Analytical Services shall not exceed the invoiced amount for the services provided. This Limit of Liability shall supersede all clauses to the contrary, implied or otherwise, in any client purchase order or contract, unless different terms are authorized in advance in writing by the director of the Laboratory.