



**CITY OF HALF MOON BAY
AGREEMENT FOR COLLECTION SYSTEM
MAINTENANCE SERVICES**

THIS AGREEMENT FOR COLLECTION SYSTEM MAINTENANCE SERVICES (“Agreement”) is made by and between the City of Half Moon Bay, a California municipal corporation (“City”) and the Sewer Authority Mid-Coastside, a Joint Powers Agency (“Authority”), effective as of July 23, 2018.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Authority shall provide to City the services described in the Scope of Work attached hereto as Exhibit A at the time and place and in the manner specified therein. For purposes of this Agreement, the term “maintenance” shall not include capital improvements, replacement of collection system facilities, or major repairs requiring design by a registered engineer. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall run until July 1, 2019 unless earlier terminated by either party pursuant to Section 8, subject to possible extension by mutual agreement as specified in Section 8.2.
- 1.2 Standard of Performance.** Authority shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of collections system maintenance in the geographical area in which Authority is located. Authority shall prepare all work products required by this Agreement in accordance with the Scope of Work and applicable federal and state regulations and shall conform to the standards of quality normally observed by a person performing such services.
- 1.3 Assignment of Personnel.** Authority shall assign only competent personnel to perform services pursuant to this Agreement. City may, in its sole discretion, at any time during the term of this Agreement, request the reassignment of any Authority personnel, Authority shall, immediately upon receiving notice from City of such request of City, evaluate, in its sole discretion, whether to reassign such person or persons. City acknowledges that reassignment of Authority personnel may require that the Authority meet and confer with representatives of the personnel’s bargaining unit.

1.4 Time. Authority shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Authority's obligations hereunder.

Section 2. COMPENSATION. Exhibits A (Scope of Work) and B (Collections Budget) to this contract incorporated herein by this reference, contains a task-based Fee Schedule, with specifications regarding measurement and payment and unit cost. The City shall pay Authority for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein. Authority shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Authority shall not bill City for duplicate services performed by more than one person.

Authority and City acknowledge and agree that compensation paid by City to Authority under this Agreement is based upon Authority's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Authority. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Authority and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement except as specified herein, in the Scope of Work attached hereto as Exhibit A or in the Collections Budget attached hereto as Exhibit B. Nothing in the preceding sentence is intended to have any effect on payments required to be made by the City to Authority under the Agreement Creating the Sewer Authority Mid-Coastside as modified by Amendments 1 through 8 ("JEPA"), or the Stipulation and Order Regarding Expenses and Assessments of Sewer Authority Mid-Coastside entered on September 13, 2017, or any successor Stipulation and Order.

2.1 Invoices. Authority shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of bills; i.e., Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary summarizing the work performed in accordance with the Scope of Work and payment due per unit cost for each task listed in the Scope of Work, along with the amount of prior billings, the total remaining budget, and the percentage of completion of the task;
- A copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;
- The total number of hours of work performed under the Agreement by Authority and each employee, agent, and subcontractor of Authority performing services hereunder;

- The SAM General Manager's signature.

2.2 Monthly Payment. City shall make monthly payments, based on complete and accurate invoices received, for services satisfactorily performed in accordance with the Scope of Work. City shall notify Authority in writing within 15 days after receipt of an invoice of any billing item that does not satisfy the requirements herein. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Authority.

Should City fail to pay Authority in accordance with the preceding sentence, the unpaid amount of such invoice shall incur interest calculated from the due date in accordance with the Agreement Creating the Sewer Authority Mid-Coastside, dated February 3, 1976, as amended, but in no case shall interest paid exceed the rate prescribed by law. In the event the City notifies the Authority in writing within 15 days after receipt of an invoice of any billing item that does not satisfy the requirements herein, no interest shall accrue on the contested billing item while the dispute about that item is resolved by the parties.

2.3 Unit Prices. Compensation for work performed by Authority for which a unit price is specified in Exhibit B shall not exceed the extension of the unit price shown on Exhibit B times the number of units of work performed. Work that exceeds the quantities used to develop the budget, or consists of emergency repairs, all as specified in Exhibit A, must receive advanced, written authorization by the City, with the exception of SSO Response activities. The costs thereof will be invoiced by Authority and paid by City as specified in Exhibit B.

2.4 Payment of Taxes. Authority is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.5 Payment upon Termination. In the event that the City or Authority terminates this Agreement pursuant to Section 8, the City shall compensate the Authority for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Authority shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. The Authority is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Authority shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS.

4.1. During the term of this Agreement, Authority shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Authority's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

▪ **General Liability**

Authority shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. 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. Authority's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, volunteers, and agents shall be additional covered parties under such policies. An endorsement providing completed operations coverage for the additional covered parties, ISO form CG 20 37, is also required.

▪ **Auto Liability**

Authority shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than five million dollars (\$5,000,000) per accident.

▪ **Contractors Pollution Liability**

Pollution Coverage shall be provided on a Contractors Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

▪ **Workers' Compensation**

Authority shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Authority shall submit to City, along with the certificate of insurance,

a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

- 4.2. During the term of this Agreement, City shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property related to its Sewage Collection System. Such insurance shall be of the types and in the amounts as set forth below:
 - Comprehensive General Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence including public liability and property damage liability coverage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- 4.3. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California.
- 4.4. Authority agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) terminate this Agreement pursuant to Section 8.1 below; (ii) take out the necessary insurance and pay, at Authority's expense, the premium thereon, or (iii) enforce the insurance requirements in this Agreement.
- 4.5. If Authority maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Authority.
- 4.6. Authority shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language) to the City verifying the required insurance coverage before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Authority'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.
- 4.7. City shall furnish Authority with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language) to the Authority verifying the required insurance coverage before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the City's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

- 4.8.** Authority shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. City shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.
- 4.9.** The general liability, automobile, and Contractors Pollution Liability policies of insurance required by this Agreement to be maintained by Authority shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional covered parties. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City.
- 4.10.** The policies of insurance required by this Agreement to be maintained by City shall contain an endorsement naming Authority and its officers, employees, agents and volunteers as additional covered parties. Nothing in this provision requires the City to respond to or defend a claim arising out of Authority's failure to comply with any of its obligations contained in this Agreement or the Authority's performance of work hereunder. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Authority.
- 4.11.** The insurance provided by Authority shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Authority's insurance and shall not contribute with it. Nothing in this provision requires Authority to respond to or defend a claim solely regarding which, pursuant to section 5.2 below, Authority has no duty to defend City and its officers, officials, employees and volunteers.
- 4.12.** All insurance coverage provided by Authority pursuant to this Agreement shall not prohibit Authority, and Authority's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Authority hereby waives all rights of subrogation against the City based on payments made by insurance coverage provided by Authority pursuant to this Agreement. Authority agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Authority has received such an endorsement.

- 4.13.** All insurance coverage provided by City pursuant to this Agreement shall not prohibit City, and City's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. City hereby waives all rights of subrogation against the Authority based on payments made by insurance coverage provided by City pursuant to this Agreement.
- 4.14.** Any deductibles or self-insured retentions relating to the insurance maintained by Authority under this Agreement must be declared to and approved by the City. Any deductibles or self-insured retentions relating to the insurance maintained by City under this Agreement must be declared to the Authority.
- 4.15.** General Liability coverage shall be maintained for a minimum of five (5) years after contract completion. In addition, if any of the required policies provide claims-made coverage, the coverage shall be maintained for a period of five years after completion of the contract. Authority or City may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said five-year period.
- 4.16.** The Automobile Liability Policy required to be obtained by the Authority shall be endorsed to include Transportation Pollution Liability insurance covering materials that may be transported by Authority pursuant to this Agreement.
- 4.17.** The City reserves the right to seek to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or special circumstances, provided that such changes shall be reflected in an amendment to this Agreement pursuant to section 8.3.

Section 5. INDEMNIFICATION AND AUTHORITY'S RESPONSIBILITIES.

- 5.1** To the fullest extent allowed by law and subject to the remainder of this Section 5, Authority shall hold harmless, defend, and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, cost (including without limitation costs and fees of litigation) arising out of or in connection with Authority's performance of work hereunder or, where within the scope of required insurance coverage, its failure to comply with any of its obligations contained in the agreement, except such loss or damage caused by the sole or active negligence, or willful misconduct of City, and except such loss as caused by City's failure to make such major repairs or replacement as described in Section 5.2, below. In instances where the City's active negligence, willful

misconduct, or failure to make major repairs or replacement as described in Section 5.2 accounts for only a percentage of the liability involved, the obligation of the Authority will be for that entire portion of the percentage of liability not attributable to the City's active negligence, willful misconduct, or failure to make major repairs or replacement as described in Section 5.2. Amounts (if any) paid directly by Authority in accordance with this paragraph, including (but not limited to) deductibles and self-insured retention amounts, shall be reimbursed by the Member Agencies of Authority in the following proportions: 55.4% by the City, 24.0% by Granada Community Services District, and 20.6% by Montara Water and Sanitary District, which is based on flows into the single consolidated treatment plant facility as established in the Authority's Fiscal Year 2018-2019 budget.

- 5.2** In the event that Authority has duly notified City in writing of a discrete portion of City's collection system that requires major repairs or replacement (or maintenance which is beyond Authority's obligation to furnish under this Agreement) in order to operate effectively as intended without an undue risk of overflow, spill, or other unauthorized discharge, and City agrees in writing (or, in the event of disagreement, a mutually agreeable independent third party reviews and agrees with the Authority) and does not timely undertake the needed repairs or replacement, then Authority shall have no duty pursuant to section 5.1 above to indemnify City and its officers, officials, employees and volunteers against any and all liability, claims, damage, losses and expenses caused by or resulting from City's failure to timely perform such repairs or replacement, but Authority shall have a duty to defend City against a claim wherein it is alleged that damage caused by or resulting from City's failure to timely perform such repairs or replacement was also partially caused by or resulted from SAM's services under this Agreement. City shall reimburse Authority's defense related costs in proportion to the comparative fault of the City as agreed to in a settlement or as determined in a final judgment.
- 5.3** It is understood that the duty of Authority to indemnify and hold harmless as described above includes the duty to defend as set forth in Section 2778 of the California Civil Code. The City and Authority shall timely notify each other of the receipt of any third-party claim relating to the Agreement. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Authority from liability under this indemnification and hold harmless clause, provided that payment by its insurers shall fully relieve Authority from liability under this indemnification and hold harmless clause. By execution of this Agreement, Authority acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.4 The total liability in the aggregate of Authority and its employees, subcontractors or suppliers to the City and anyone claiming through or under the City on all claims of any kind arising out of or in any way related to Authority's services or from any cause or causes whatsoever shall not exceed the proceeds received from the insurance specified in Section 4 above.

Section 6. STATUS OF AUTHORITY.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Authority shall be an independent contractor and shall not be an employee of City.
- 6.2 **Authority No Agent.** Except as specified in the Scope of Work attached hereto as Exhibit A, or as City may otherwise specify in writing, Authority shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent with respect to the services performed pursuant to this Agreement.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Authority and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Authority and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Authority represents and warrants to City that Authority and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Authority represents and warrants to City that Authority and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

7.5 Nondiscrimination and Equal Opportunity. As provided in Government Code Section 12940, Authority shall not discriminate, on the basis of a person's race, religion, color, national origin, ancestry, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military and veteran status against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Authority under this Agreement. Authority shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Authority thereby.

Authority shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon 90 day's written notice to Authority.

Authority may cancel this Agreement at any time and without cause upon 90 days' written notice to City.

In the event of termination, Authority shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Authority delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Authority or prepared by or for Authority or the City in connection with this Agreement. In the event Authority is not provided notice of any outstanding materials to be delivered to City, Authority shall be entitled to payment within 30 days.

8.2 Extension. City may request that the end date of this Agreement be extended beyond the term provided for in Subsection 1.1, provided that any such extension shall require a written amendment to this Agreement, as provided for herein, and that the Parties agree to a fee schedule for services during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Authority recognize and agree that this Agreement contemplates performance by personnel employed by Authority and is based upon a determination of Authority's unique institutional competence, experience, and specialized institutional knowledge. Authority may not assign this Agreement or any interest therein. Authority shall not subcontract any portion of the performance contemplated and provided for herein absent a formal amendment to this Agreement. Authority may contract with a third-party consultant to provide training for its staff as specified in Exhibit A provided that this training will not add cost to the City that is not already included in the Budget attached as Exhibit B. Nothing in this Agreement shall be construed to allow City to assign this Agreement or any interest therein.
- 8.5 Survival.** All obligations arising under this Agreement prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Authority for matters pertaining to this Agreement shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Authority.** If Authority materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Terminate the Agreement pursuant to Section 8.1;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Authority pursuant to this Agreement;
 - 8.6.3** Retain a different entity to complete the work described in Exhibit A not finished by Authority; or
 - 8.6.4** Charge Authority the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Authority pursuant to Section 2 if Authority had completed the work.

8.7 Options upon Breach by City. If City materially breaches any of the terms of this Agreement, Authority may seek the City's compliance, or may terminate the Agreement after 90 days' written notice pursuant to Section 8.1.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Authority's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Authority prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City and Authority. Authority hereby agrees to deliver one original or certified copy of those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are not necessarily suitable for any future or other use. To the extent allowed by law, City and Authority agree that, until final approval by City, all data, plans, specifications, reports and other documents will not be released to third parties without prior written consent of both parties.

9.2 Authority's Books and Records. Authority shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Authority to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Authority to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that the venue for trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California., subject to the provisions of the Code of Civil Procedure of the State of California regarding a change of venue
- 10.2 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** Subject to Section 8.4, the provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Authority shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Services to Other Members.** Authority may provide collection system maintenance services for its other Member Agencies, including portions of the Granada Community Services District's collections system lying within the corporate limits of City.
- 10.7 Conflict of Interest.** Authority shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.8 Contract Administration.** This Agreement shall be administered by the City Manager or their designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator. In addition, Mark Thomas & Company (MTCO) has been retained under a separate contract with the City to

provide daily oversight of SAM activities under this Agreement, and SAM shall coordinate with MTCO as provided in Exhibit A.

10.9 Notices.

Any written notice to Authority shall be sent to:

Sewer Authority Mid-Coastside
1000 Cabrillo Highway North
Half Moon Bay, CA 94019
Attention: General Manager
Phone: 650-726-0124
Email: bmarshall@samcleanswater.org

Any written notice to City shall be sent to:

City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Attn: City Manager
Phone: 650-726-8280
Fax: (650) 726-9389
Email: publicworks@hmbcity.com

10.11 Integration. This Agreement, including the Scope of Work and Fee Schedule attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Authority with regard to the provision of collection system maintenance services as described herein, and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to collection system maintenance services, including the Agreement for Maintenance and Operation Services between the City of Half Moon Bay and Sewer Authority Mid-Coastside dated May 3, 1988.

This Agreement does not in any way amend or otherwise affect the JEPA. City and Authority expressly agree that the operation and maintenance by Authority of its wastewater interceptor, treatment and disposal system is independent of the operation and maintenance by Authority of City's sewerage collection system.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement effective as of the date first written above.

“CITY”
CITY OF HALF MOON BAY

Date: _____

By: _____
City Manager

Attest:

Approved as to form:

By: _____
City Clerk

City Attorney

Date: _____

“CONSULTANT”
Sewer Authority Mid-Coastside

Date: _____

By: _____
Beverli A. Marshall
Its: General Manager

Attachments:

- Exhibit A--Scope of Services
- Exhibit B--Collections Budget

1013078.8

EXHIBIT A

Scope of Work
City of Half Moon Bay
Sanitary Sewer System Maintenance Services
FY2018-19

GENERAL SCOPE OF SERVICES

The sanitary sewer system maintenance services contractor shall provide a comprehensive and effective operation and maintenance program using a map-based computerized maintenance management system (CMMS) that applies industry best management practices for cleaning, preventive maintenance, sanitary sewer overflow (SSO) response, and other related tasks for the wastewater collection system owned by the City. General tasks include but are not limited to providing system data to the project team; system-wide sewer line cleaning; pump station inspections and cleaning; comprehensive electronic documentation using the Lucity CMMS system supported by paper records; accurate and timely reporting; and regular communication with the City and its consultants. Sewer and pump station cleaning operations will be provided by Sewer Authority Mid-Coastside (SAM). Mark Thomas & Company (MTCO) has been retained under a separate contract with the City of Half Moon Bay (City) to provide daily oversight of SAM activities. MTCO is responsible for assuring that all SAM activities are completed in compliance with the contract documents and will advise the City as to the performance of SAM under this contract. All work shall be in compliance with the City's adopted Sewer System Management Plan (SSMP), as may be amended from time-to-time.

SAM SCOPE OF WORK

SAM, as a contractor to the City of Half Moon Bay shall provide the following services:

Task 1. Project Management

Task 1.1 Meetings

SAM field maintenance staff, supervisor(s), and the SAM General Manager will attend a kickoff meeting with City staff and MTCO. SAM will provide, for discussion by the team, the planned maintenance schedule for pipelines and lift stations for Fiscal Year 2018-19. This schedule will be accompanied by a map showing the current mainline cleaning schedule, color coded by month. The City will prepare the agenda and minutes from this meeting.

The SAM field maintenance supervisor and lead maintenance staff will attend quarterly meetings to discuss tasks completed during the prior quarter and tasks scheduled for the next quarter. The project team will also identify any issues or challenges that have been encountered, how they were resolved (or are proposed to be resolved), and

identify and discuss any anticipated issues. SAM shall provide an updated schedule for discussion at each quarterly meeting.

Measurement and Payment: Payment shall be made per meeting, based on Exhibit B of the Agreement.

Task 1.2 Progress Reports

No later than the 10th day following the last day of each month, SAM shall submit a draft monthly status report that describes progress compared to goals. Information to be included in each report includes a list of SSO events (if any) with supporting details; list of emergency calls and their causes and actions; list of pipe segments cleaned with Pipe ID, information on the number of passes required, types and amounts of material removed from each pipe, and issues encountered; lift station inspections completed; all field documentation compiled during the previous month; and recommended actions by the City related to pipeline or lift station needs.

No later than 30 days after the end of FY 2018-19, SAM will provide a draft annual report of system maintenance activities using the monthly reports as a guideline. The annual report will include a discussion on trends in system performance and will provide the necessary information to fulfill the Monitoring, Measurement, and Modifications section of the City's SSMP.

SAM will incorporate comments from MTCO and/or the City as needed to meet the requirements established herein and submit a final version of each report. All reports shall reference both the SAM manhole ID numbers and the City manhole ID numbers for each line.

Measurement and Payment: Payment shall be per completed final report, based on Exhibit B of this Agreement.

Task 1.3 Computerized Maintenance Management System

SAM will host the CMMS using Lucity software during FY 2018-19. The software shall be sufficient to document all field data that is collected through this contract, including cleaning, inspections, repairs, and maintenance plans. SAM will provide remote access to MTCO and City staff. MTCO and City staff must have the ability to retrieve, review, change, and update Lucity data, including the Lucity GIS maps. SAM shall manage initial setup of the software, and shall hold and manage the contract and license between SAM and Lucity as related to the software. SAM will perform the initial input of all maintenance data after initial review by MTCO for accuracy and completeness. SAM will maintain the ICOM system and data until such time as data is fully migrated to Lucity and Lucity is deemed operational by the SAM and the City.

As discussed by SAM staff and member agency managers, unless specifically requested by the City, SAM will not make any updates to the City's GIS maps, maintenance schedules, or maintenance records after the initial inputting by SAM staff; any changes of this nature will be handled by the City.

SAM agrees to provide all data to City if and/or when the City transitions to a stand-alone Lucity contract and license.

Measurement and Payment: SAM has confirmed that all costs related to CMMS implementation and management are included in other unit cost bid amounts. Completion of Lucity documentation on a monthly basis shall be considered a component of sewer line cleaning, as described in Task 3.

Task 2 Existing Data

Within 14 days following Notice to Proceed, SAM, as the current system maintenance contractor, will provide available information for review by the City and MTCO. Existing information includes the current hotspot list in list and map formats, system mapbook, data available in the current (ICOM) and planned (Lucity) CMMS including a database table of contents outlining the location of each type of information; summary of SSOs from the past 5 years including SSO response documentation; existing operational plans and manuals; current FOG inspection sites and past 3 years of associated inspection records; other pipeline and pump station maintenance records retained by SAM; and list of water meters currently used. The City will provide a copy of the Sewer Master Plan and ordinances.

Measurement and Payment: Payment will be lump sum upon delivery of all existing documents, based on Exhibit B of this Agreement.

Task 3 Sewer System Maintenance

Task 3.1 Sewer Pipeline Cleaning

All system pipes shall be cleaned during FY2018-2019. Pipe segments currently on, or subsequently placed on the hot spot list shall be cleaned in accordance with hot spot schedule during FY 2018-19.

SAM shall provide proactive and preventive sewer main cleaning to remove roots, grease, and/or debris from the system. SAM shall complete cleaning using the existing combination cleaning and vacuum truck that was purchased in approximately 2016. SAM shall provide all cleaning tools, and labor necessary to effectively access and clean the City sewer lines, following best management practices in place at Bay Area agencies such as West Bay Sanitary District and Union Sanitary District and as directed by MTCO.

SAM shall assure that all roots, debris, fats, oils, and grease are captured and removed from the system via vacuum, and properly disposed of at a location to be identified by SAM. Under no circumstance will materials be flushed and captured using a downstream physical capture or filtering device. SAM shall be responsible for any and all costs incurred by the City that result from materials that remain in the system following use of this methodology.

Pipes shall be cleaned until the cleaning results yield “clear,” as shown in Table 1. SAM shall record the contents that are removed from each pipe. Cleaning results shall be documented and provided as part of each monthly progress report.

The City agrees to obtain a water meter for use by SAM and will pay CCWD directly for the cost of water used for cleaning operations. The City will provide field oversight through City staff as well as via MTCO. The City and MTCO staff will provide observation and recommendations as to meeting best management practices only. The City and/or MTCO will not assist with any field activities.

Measurement and Payment: Payment will be per linear foot of pipe cleaned and will be made upon confirmation that all cleaning operations, including sufficient cleaning, debris removal, disposal, documentation, and entry into the CMMS system have been completed and submitted in accordance with the contract requirements. Payment will not be made for any pipes that require re-cleaning to meet contract requirements, or that are not scheduled or otherwise designated for cleaning by the City.

3.2 Hot Spot Cleaning

The hot spot list includes pipes that require cleaning more often than the routine cleaning frequency. SAM shall clean sewers on the hot spot list at their assigned frequency. Any changes to hot spot frequency will be entered into Lucity by the City or MTCO, following review of the proposed changes at a quarterly review meeting.

The current hot spot list shall be maintained and updated by SAM. SAM shall provide a quarterly update of the list which will be integrated into the Maintenance Plan prepared by MTCO. SAM shall implement the Cleaning Assessment Matrix contained in Table 1, as may be amended from time-to-time in writing by mutual consent of the parties.

Measurement and Payment: See Task 3.1

Table 1. Cleaning Assessment Matrix

	Clear	Light	Moderate	Heavy
Debris	No observable debris	1-2 passes with debris observed and removed	3-4 passes before reaching Clear result	More than 4 passes required to reach Clear result.
Grease	No observable grease	1-2 passes with grease observed and removed	Small chunks but no logs observed. 3-4 passes before reaching Clear result.	Big chunks and/or logs observed, OR more than 4 passes before reaching Clear result.
Roots	No observable roots	1-2 passes with roots observed and removed	Thin stringy roots but no clumps observed. 3-4 passes before reaching Clear results	Thick roots and/or clumps observed, OR more than 4 passes to reach clear result.
Action	After 2 clear results, decrease frequency to next lower frequency.	Continue current maintenance frequency.	Increase to next higher maintenance frequency. Submit for CCTV assessment.	Increase to next higher frequency. Submit for CCTV assessment.

Task 3.3 Lift Station Maintenance

SAM shall conduct station checks and cleaning at each of the City’s three lift stations (Ocean Colony, Pelican Point, and Bell Moon) as described below. MTCO will provide oversight and recommendations for best management practices, and, will complete station checks in event that SAM is unable due to resource or staffing needs. MTCO will not assist with station cleaning tasks.

Task 3.3.1 Weekly Station Checks

SAM will, at minimum, conduct the following station checks on a weekly basis:

- Visually inspect and check the wet well levels to ensure proper automatic start/stop levels for the pumps
- Check pumps for unusual noise or vibrations
- Clean and maintain pumping plant area
- Inspect the motor control center to ensure proper operations
- Record pump and generator hour meter readings
- Check generator batteries, fuel, oil, coolant levels, belts, hoses, tires (if portable)
- Exercise generator, simulating power failure to assure automatic startup

- Inspect rails, piping, valves
- Exercise shut-off valves, as appropriate

Task 3.3.2 Quarterly and Annual Station Checks

SAM shall complete quarterly wet well cleaning at each of the City's lift stations. Tasks include vacuuming and cleaning each wet well. Lift station degreaser shall be used as needed to control fats, oils, and grease. SAM shall submit an MSDS sheet for approval by the City for any chemicals to be introduced to City facilities.

MTCO will complete quarterly and annual amperage tests and meg tests on pump motors, and annual pump inspections and maintenance per the manufacturer.

Measurement and Payment: Payment shall be per station per completed inspection and cleaning operation, based on Exhibit B to this Agreement.

Task 3.4 USA Marking

SAM shall respond to all Underground Service Alert (USA) calls associated with future construction in the City's service area within 48 hours of receiving the request. SAM shall research existing utilities, and measure and mark the location of existing sewer gravity and forcemain pipelines. SAM shall be responsible for any and all costs that are incurred by the City as a result of a failure to properly respond or mark existing sewer utilities in response to a USA request.

Measurement and Payment: Payment shall be per USA callout, based on Exhibit B to this Agreement.

Task 4 Sanitary Sewer Overflow Response

SAM shall respond to all sanitary sewer overflows (SSOs) within the City's service area, in accordance with the City's Sewer System Management Plan (SSMP).

Task 4.1 Training

SAM shall receive 24 hours of training from MTCO on SSO response and documentation. In addition, the MTCO Field Operations Manager will be available twenty-four hours per day, seven (7) days a week to provide telephone consultation to SAM maintenance personnel during SSO response.

In addition, SAM has stated that it will conduct internal training on the City's SSMP no less than once each year. New employees shall receive this training prior to performing sewer cleaning or assisting with SSO response. Twice each year, SAM will contract with a third-party consultant to provide collection system maintenance training for its staff to remain current with SSO volume estimation methods, equipment operations, wastewater collection system best management practices, and regulatory requirement

updates. SAM has confirmed that this training will not add cost to the City. Also, City staff performing First Responder functions will be included in these trainings at no additional cost.

Task 4.2 SSO Response

SSO Response shall follow the State and Regional Water Board guidelines and the City's SSMP. SAM is responsible for completing all activities necessary for SSO response, from serving as the First Responder to conducting all required notifications, water quality testing, postings, communications, and field activities, and assuring that all response activities have been completed and accurately documented on paper and in the California Integrated Water Quality System (CIWQS).

SAM may receive notification of the SSO event directly from the public, from SAM staff observation, through the City, or via direct dial from a lift station alarm system. SAM shall serve as the First Responder and be on-site within 60 minutes from notification. SAM shall immediately contact the MTCO Field Operations Manager and provide a description of the situation to the Field Operations Manager by phone. MTCO will advise on actions to be taken, and SAM shall remain in close communication with MTCO throughout the entire SSO response.

Neither the City or MTCO will assist SAM with any field activities. SAM shall initiate documentation of the event and shall continue to maintain thorough and accurate records, both on paper and through photo documentation, through the entire event including any final site cleanup activities. SAM shall enter required information into CIWQS and shall make any necessary updates as identified by MTCO and/or the City. CIWQS data shall be filed by a Supervisor or Manager who is listed on CIWQS as an approved data reporter. Under no circumstances shall a SAM employee login to the City's CIWQS page using another person's login information.

Within five working days after the end of the SSO event, SAM shall convene a meeting with the City, MTCO, and SSO response staff to review the event, activities, documentation, and brainstorm strategies to avoid similar SSOs.

Measurement and Payment: Payment shall be per hour of active SSO response, and per SSO debrief, based on Exhibit B to this Agreement. Payment will be made based on information that is documented clearly in the SSO report; no payment will be made for response activities or durations that are missing or unsubstantiated. Payment will be made after the SSO has been certified by the Legally Responsible Official (LRO).

EXHIBIT B
COLLECTIONS BUDGET

Sewer Authority Mid-Coastside (SAM) agrees to provide Collection Systems Services to the City of Half Moon Bay for the term of the Agreement (remainder of fiscal year (FY) 2018-2019) in accordance with the Scope of Work contained in Exhibit A and the Table below.

Task	Description	Unit	Qty	Unit Cost	Budget
Task 1 Project Management					
1.1	Kickoff Meeting	LS	1	\$1,080	\$1,080
1.2	Quarterly Review Meeting	EA	4	\$540	\$2,160
1.3	Monthly Status Report	EA	12	\$540	\$6,480
1.4	Annual Status Report	LS	1	\$540	\$540
Task 2 Existing System Data					
2.1	Provide Existing Data	LS	1	\$2,256	\$2,256
Task 3 Clean Sewer Pipelines					
3.1	Clean Entire System	LF	184,800	\$1.34	\$247,632
3.2	Clean Hot Spots	LF	9,000	\$1.34	\$12,060
Task 4 Lift Station Inspections					
4.1	Weekly Inspections	EA	52	\$113	\$5,876
4.2	Quarterly Inspections	EA	4	\$225	\$900
4.3	Annual Inspections	EA	1	\$225	\$225
4.4	USA Marking	EA	852	\$14	\$11,715
Task 5 SSO Response					
4.1	SSO Response	EA	3	\$5,000	\$15,000
4.2	Additional SSO Response (beyond the initial 3 SSOs)	Hour	6	\$235	\$1,410
4.3	Additional WQ Testing, Posting, and Communication	Hour	6	\$235	\$1,410
4.4	Additional Incident Debrief	EA	2	\$235	\$470
4.5	Additional After Hours Cost (3-Hour Minimum, M-F 4:00 p.m. to 7:00 a.m.; Weekends anytime)	Hour	4	\$198	\$792
4.6	Additional Labor During Work Hours for Tasks not Listed Above	Hour	4	\$135	\$540
Total Year 1 Budget					\$310,546