

#### SEWER AUTHORITY MID-COASTSIDE

**Board of Directors Meeting Agenda** 

#### Regular Board Meeting 7:00 PM, Monday, December 9, 2019

SAM Administration Building, 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019

#### 1. CALL TO ORDER

A. Roll Call

Chair:Dr. Deborah Penrose (HMB)Vice-Chair:Kathryn Slater-Carter (MWSD)Secretary/Treasurer:Barbara Dye (GCSD)Director:Jim Blanchard (GCSD)Director:Ric Lohman (MWSD)Director:Deborah Ruddock (HMB)

#### 2. PUBLIC COMMENT / ORAL COMMUNICATION

#### SPECIAL ORDER OF THE DAY.....

- A. Adopt a Resolution Commending Kevin Antonelli for His 30 Years of Service at the Sewer Authority Mid-Coastside (Attachment)
- **3. CONVENE IN CLOSED SESSION** (Items discussed in Closed Session comply with the Ralph *M. Brown Act.*)
  - A. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 (One potential case — circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9)
  - B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code 54957 - Title: Acting General Manager
  - C. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code 54957.6 Designated Representatives: (Board Chair & Legal Counsel) Unrepresented employee: (General Manager)
  - D. PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: (General Manager)
- 4. CONSENT AGENDA (Consent items are considered routine and will be approved / adopted by a single motion and vote unless a request for removal for discussion or explanation is received from the public or Board.)

- A. Approve Minutes of November 25, 2019, Regular Board Meetings (Attachment)
- B. Approve Disbursements for December 9, 2019 (Attachment)
- 5. **REGULAR BUSINESS** (*The Board will discuss, seek public input, and possibly take action on the following items.*)
  - A. Approve the Acting General Manager to support and fund National Stewardship Action Council towards clean environment.
  - B. Review and Approve the Updated Design Documents for the Wet Weather Storage (Attachment)
  - C. Authorize the Acting General Manager to Issue a Purchase Order and enter into an Agreement in an Amount Not to Exceed \$390,000 to Wastewater Management Specialists LLC, for Ongoing Organizational and Management Consultant Services (Attachment)
  - D. Approve Employment Agreement with General Manager (Attachment)
  - E. Amend the Unrepresented Employee Manual and Approve and Adopt Wage/Salary Schedule Effective January 1, 2020 (Attachment)
  - F. Amend the Contract with Bold, Polisner, Maddow, Nelson & Judson for Legal Services to Extend the Contract through April 30, 2020 and Increase the Authorized Amount by \$60,000 for a Total Contract Amount Not to Exceed \$350,000 (Attachment)
  - G. Update on Digester Cleaning Project.

#### 6. GENERAL MANAGER'S REPORT

- A. Report from Wastewater Management Specialists LLC on Organizational Improvements. (Attachment)
- 7. ATTORNEY'S REPORT
- 8. DIRECTORS' REPORT
- 9. TOPICS FOR FUTURE BOARD CONSIDERATION (Attachment)
- 10. PUBLIC COMMENT / ORAL COMMUNICATION
- **11. CONVENE IN CLOSED SESSION** (Items discussed in Closed Session comply with the Ralph M. Brown Act.)
  - A. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
     Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section 54956.9 (FEHA Claim filed by Beverli Marshall)
  - B. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION

Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9 (One potential case)

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
 Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9:
 (Half Moon Bay v. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)

#### **12.** CONVENE IN OPEN SESSION (Report Out on Closed Session Items)

#### 13. ADJOURNMENT

• Upcoming Regular Board Meetings: January 13 and 27, 2020

The meeting will end by 9:00 p.m. unless extended by Board vote.

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#### INFORMATION FOR THE PUBLIC

This agenda contains a brief description of each item to be considered. Those wishing to address the Board on any matter not listed on the Agenda, but within the jurisdiction of the Board, may do so during the Public Comment section of the Agenda and will have a maximum of three minutes to discuss their item. The Board Chair will call forward those wishing to speak on a matter listed on the Agenda at the appropriate time.

Any writing that is a public record and relates to an agenda item for an open session of a regular meeting that is distributed to the Board less than 72 hours prior to the meeting, is available for public inspection, during normal business hours, at the Authority's office.

Board meetings are accessible to people with disabilities. Upon request, the Authority will make this agenda available in appropriate alternative formats to persons with a disability. In compliance with the Americans with Disabilities Act, the Authority will provide special assistance for participation in this meeting. Please submit requests for a disability-related modification or an accommodation in order to participate in the public meeting at least two working days in advance of the meeting by contacting the Authority at (650) 726-0124.

Resolution No. <u>10-2019</u>

# A Resolution Commending

# Kevin Antonelli

For 30 Years of Service as Mechanic II of the Sewer Authority Mid-Coastside

**Resolved,** by the Board of Directors of the Sewer Authority Mid-Coastside, San Mateo County, California, that

Whereas, Kevin Antonelli started with SAM on November 16, 1989 and retired on December 8, 2019

Whereas, Kevin served as a Collection System Maintenance Worker from November 16, 1989, was promoted to the Mechanic I position in October of 1990, and as Mechanic II until his retirement on December 8, 2019,

Whereas, Kevin has given selflessly of his time over many years, working at all hours of the day and night, in good weather and in bad, under conditions that were sometimes unpleasant, to keep the Authority's facilities running smoothly and efficiently;

Whereas, Kevin has presided over and maintained a key role in reducing pump and lift station Sanitary Sewer Overflows

Whereas, Kevin has accomplished all these tasks efficiently, smoothly, and has earned the friendship and respect of everyone at SAM

Now Therefore, It Is Ordered, as follows:

1. This Board, on behalf of the citizens of the towns of Montara and El Granada and the City of Half Moon Bay, does hereby commend Kevin Antonelli for his service as Mechanic II of the Sewer Authority Mid-Coastside and by this Resolution does hereby express its appreciation for his service to this Authority, the Board, and the community.

2. The Board would like to wish Kevin well in his future personal and professional pursuits and let him know that he will be missed.

3. A copy of this Resolution shall be spread upon the minutes of this Authority, and the Secretary of this Authority be hereby directed to transmit a duplicate copy hereof to Kevin Antonelli.

\*\*\*\*\*

Board Members of the Sewer Authority Mid-Coastside

Deborah Penrose, Chair

Kathryn Slater-Carter, Vice Chair

Barbara Dye, Secretary

Jim Blanchard, Board Member

Ric Lohman, Board Member

Deborah Ruddock, Board Member

Passed and adopted by the Board of the Sewer Authority Mid-Coastside, San Mateo County, California, at a meeting thereof held on December 09, 2019.



#### SEWER AUTHORITY MID-COASTSIDE

## Staff Report

SUBJECT:	Approve Minutes of November 25, 2019, Regular Board Meeting
FROM:	Kishen Prathivadi, Acting General Manager
то:	Honorable Board of Directors

#### Executive Summary

The purpose of this report is for the Board of Directors to review the minutes for November 25, 2019, Regular Board meeting.

#### Fiscal Impact

There is no fiscal impact from this report.

#### Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

#### Background and Discussion/Report

Attached are the minutes for the November 25, 2019, Regular Board Meeting for review and approval.

#### Staff Recommendation

Staff recommends that the Board of Directors approve the minutes for the referenced Board meetings as presented.

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#### Supporting Documents

Attachment A: Minutes November 25, 2019, Regular Board Meeting

BOARD MEMBERS:
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ALTERNATE MEMBERS:

- J. Blanchard D. Penrose S. Boyd J. Harvey
- B. Dye D. Ruddock M. Clark H. Rarback

R. Lohman K. Slater-Carter A. Eisen

# MINUTES SAM BOARD OF DIRECTORS MEETING November 25, 2019

#### 1. CALL TO ORDER

Chair Penrose called the meeting to order at 7:00 p.m. at the SAM Administration Building, located at 1000 N. Cabrillo Highway, Half Moon Bay, CA 94019.

A. Roll Call

Directors Ruddock, Lohman, Dye, Penrose, Slater-Carter, and Blanchard were present. Also present were Acting General Manager Prathivadi, General Counsel Nelson, and Supervisor of Treatment/Field Operations Costello, and Supervisor of Admin Services Thompson.

# 2. PUBLIC COMMENT/ORAL COMMUNICATION - NONE

- 3. CONVENE IN CLOSED SESSION (Items discussed in Closed Session comply with the Ralph M. Brown Act) 7:03 pm to 8:04 pm
  - A. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 (One potential case — circumstances need not be disclosed pursuant to paragraph (1) of subdivision (e) of Government Code Section 54956.9)
  - B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code 54957 - Title: Acting General Manager
  - C. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code 54957.6 Designated Representatives: (Board Chair & Legal Counsel) Unrepresented employee: (General Manager)
  - D. PUBLIC EMPLOYEE APPOINTMENT Pursuant to Government Code 54957 Title: (General Manager)

The Board went in to Closed Session at 7:03 p.m. The Board Came out of Closed Session at 8:04 p.m. Chair Penrose reported that there was no reportable action.

- 4. CONSENT AGENDA (single motion and vote approving all items) (Consent items are considered routine and will be approved or adopted by one vote unless a request for removal for discussion or explanation is received from the public or Board)
  - A. Approve Minutes of October 28, 2019 Regular Board Meeting
  - B. Approve Disbursements for November 25, 2019
  - C. Revenue and Expense Report for October 2019

Director Ruddock moved, and Director Dye seconded the motion to approve consent agenda as presented.

Ruddock/Dye/8 Ayes/0 Noes. The motion passed.

- 5. **REGULAR BUSINESS** (*The Board will discuss, seek public input, and possibly take action to approve the following items.*)
  - A. Update on Digester Cleaning Project

Acting Manager Prathivadi informed the Board that he has spoken to the contractor. He stated that the cleaning will take place in February 2020, the bonds and insurance details are being worked out, and the contract has been sent out. Following the update, Director Dye moved, and Director Lohman seconded the motion to accept the update on the Digester Cleaning Project.

Dye/Lohman/8 Ayes/0 Noes. The motion passed.

B. Award Extension of the Present Contract for Routine Electrical Maintenance and SCADA Support Services to Calcon Systems Inc. Until June 30, 2020

Acting General Manager Prathivadi addressed the Board and discussed extending the contract with Calcon Systems Inc. to June 30, 2020. Director Ruddock moved, and Director Lohman seconded the motion to award extension of the present contract for routine electrical maintenance and SCADA support services to Calcon Systems Inc. until June 30, 2020.

Ruddock/Lohman/8 Ayes/0 Noes. The motion passed.

C. Report on Annual Summary of Sewer Authority Collection System Management Services for Half Moon Bay for FY 2018-19

Acting Manager Prathivadi gave a presentation to the Board that summarized the work of the Collections Crew. He informed them that the crew had cleaned approximately 35 miles of sewer line during August 2018, thru June 2019, conducted weekly inspections of lift stations, conducted quarterly and annual inspections of lift stations, responded to 838 USA's, attended 48 service calls, and showed a video of the typical daily cleaning operations of the Collections Crew. Chair Penrose thanked Acting Manager Prathivadi for the presentation.

D. Discuss Cancellation of Search for a General Manager

Director Lohman discussed what Board members should and should not do when directing staff. He suggested Board members bring their comments, concerns, and thoughts to a meeting and discuss as a whole what direction will be given to staff in lieu of one agency giving the direction.

#### 6. GENERAL MANAGER'S REPORT

A. Monthly Manager's Report for the Period Ending October 31, 2019

Acting Manager Prathivadi reviewed the Manager's report for October 2019. Following a brief discussion, the Board of Directors accepted the Acting General Manager's Report for October 2019 as presented.

#### 7. ATTORNEY'S REPORT

General Counsel Nelson discussed topics that he could report on to the Board.

#### 8. DIRECTOR'S REPORT

Director Lohman informed the Board that he had attended the latest LAFCO conference in Sacramento. He discussed municipal service reports and how they will be expanding in the future to include topics like pensions and climate change.

#### 9. TOPICS FOR FUTURE BOARD CONSIDERATION

Minutes SAM Regular Board Meeting November 25, 2019

Director Dye suggested putting certain issues starting with the General Budget on the list.

#### 10. PUBLIC COMMENT/ORAL COMMUNICATION - NONE

- **11. CONVENE IN CLOSED SESSION** (Items discussed in Closed Session comply with the Ralph M. Brown Act.) 8:42 p.m. to 8:48 p.m.
  - A. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
     Pursuant to Government Code Paragraph (2) of Subdivision (d) of Section
     54956.9 (FEHA Claim filed by Beverli Marshall)
  - B. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9: (One potential case – circumstances need not to be disclosed pursuant to paragraph (1) of Subdivision (e) of Government Code Section 54956.9)
  - CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
     Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section
     54956.9: (Ecological Rights Foundation vs. Sewer Authority Mid-Coastside)
  - D. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Government Code Paragraph (1) of Subdivision (d) of Section 54956.9: (Half Moon Bay vs. Granada CSD, Montara WSD & Sewer Authority Mid-Coastside)

The Board went in to closed session at 8:42 p.m.

#### 11. CONVENE IN OPEN SESSION (Report Out on Closed Session Items)

The Board reconvened into open session at 8:48 p.m. Chair Penrose reported that there was no reportable action.

#### 12. ADJOURNMENT

Chair Penrose adjourned the meeting at 8:48 p.m.

Minutes SAM Regular Board Meeting November 25, 2019

Respectfully Submitted,

Approved By:

Suzie Turbay Administrative Assistant **Board Secretary** 



#### SEWER AUTHORITY MID-COASTSIDE

## Staff Report

SUBJECT:	Approve Disbursements for December 9, 2019
FROM:	Kishen Prathivadi, Acting General Manager
TO:	Honorable Board of Directors

#### Executive Summary

The purpose of this report is for the Board of Directors to review and approve the disbursements for the referenced period.

#### Fiscal Impact

Expenditures are paid per the adopted General and Contract Collection Services Budgets for FY2019/20. The total expenditure amount for December 9, 2019 is \$272,128.94.

#### Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 3 "Consider long-term costs, and ensure that finances are stable and understandable by the board, member agencies, and the public."

#### Background and Discussion/Report

Attached please find the A/P check register for the period of November 26, 2019 through December 9, 2019 (\$217,053.30) as well as the payroll check register for the pay period ending November 29, 2019 is (\$55,075.64).

#### Staff Recommendation

Staff recommends that the Board approve the disbursements for the period of November 26, 2019 through December 9, 2019 and the payroll check register for the pay period ending November 29, 2019 as presented.

#### Supporting Documents

Attachment A: Payment Register for December 9, 2019

BOARD MEMBERS:	J. Blanchard		B. Dye	R. Lohman
	D. Penrose		D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd	4.4	M. Clark	A. Eisen
	J. Harvey	11	H. Rarback	

Attachment B:Payroll Check Register for PPE November 29, 2019Attachment C:Visa Statement

ALTERNATE MEMBERS:

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B. Dye D. Ruddock M. Clark H. Rarback R. Lohman K. Slater-Carter A. Eisen



# **Check Report**

By Vendor Name

Date Range: 12/09/2019 - 12/09/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number	
Bank Code: AP TCB-TriCounties Accounts Payable							
0028	Alpha Analytical Laboratories, Inc	12/09/2019	Regular	0.00	205.00	103205	
0125	American Fidelity Assurance Company - Flex Plan	12/09/2019	Regular	0.00	344.14	103207	
0124	American Fidelity Assurance Company	12/09/2019	Regular	0.00	550.04	103206	
0045	APGN Inc.	12/09/2019	Regular	0.00	23,272.50	103208	
0745	AT&T Fiber Optic	12/09/2019	Regular	0.00	657.15	103210	
0053	AT&T	12/09/2019	Regular	0.00	203.08	103209	
0070	Bay Area Air Quality Management District	12/09/2019	Regular	0.00	851.00	103211	
0101	Cabrillo Unified District	12/09/2019	Regular	0.00	2,641.28	103212	
0107	Calcon Systems, Inc.	12/09/2019	Regular	0.00	62,270.82	103213	
0134	Cintas Corporation #464	12/09/2019	Regular	0.00	1,490.89	103214	
0140	City Mechanical, Inc.	12/09/2019	Regular	0.00	19,172.00	103215	
0122	Coastside County Water District	12/09/2019	Regular	0.00	343.66	103216	
0121	CoastsideBuzz.com	12/09/2019	Regular	0.00	3,000.00	103217	
0754	DKF Solutions Group, LLC	12/09/2019	Regular	0.00	1,595.00	103218	
0223	Employment Screening Services, Inc.	12/09/2019	Regular	0.00	113.00	103219	
0267	Grainger	12/09/2019	Regular	0.00	79.00	103220	
0289	Hassett Hardware	12/09/2019	Regular	0.00	128.25	103221	
0287	Herc Rentals Inc.	12/09/2019	Regular	0.00	3,785.23		
0299	ICMA Retirement	12/09/2019	Regular	0.00	-	103203	
0302	IEDA, Inc.	12/09/2019	Regular	0.00	1,027.00		
0312	Iron Mountain	12/09/2019	Regular	0.00	-	103224	
0756	KBA Docusys, Inc.	12/09/2019	Regular	0.00	141.71	103225	
0352	Keith Harvey	12/09/2019	Regular	0.00		103226	
0390	Management Partners	12/09/2019	Regular	0.00	5,392.00		
0393	McMaster-Carr Supply Co.	12/09/2019	Regular	0.00	1,396.95		
0405	Minuteman Press	12/09/2019	Regular	0.00	-	103229	
0440	Occupational Health Centers of California	12/09/2019	Regular	0.00		103230	
0450	Operating Engineers Local 39	12/09/2019	Regular	0.00	1,528.31		
0457	Owen Equipment	12/09/2019	Regular	0.00	14,419.79		
0483	Phil's Tire Pros	12/09/2019	Regular	0.00	-	103232	
0514	Rain for Rent Bay Area	12/09/2019	Regular	0.00	2,629.87		
0524	Republic Services #925	12/09/2019	Regular	0.00	1,451.21		
0558	San Mateo County Mosquito & Vector Control	12/09/2019	Regular	0.00		103235	
0596	Sparger Technology, Inc.	12/09/2019	Regular	0.00	1,000.00		
0602	SRT Consultants Inc.	12/09/2019	Regular	0.00	13,901.62		
0605	Stat Pads LLC	12/09/2019	Regular	0.00	-	103238	
0662	Tyler Technologies	12/09/2019	Regular	0.00		103239	
0671	Univar USA Inc	12/09/2019	Regular	0.00	11,850.71		
0674	US Bank Corporate Payment System	12/09/2019	Regular	0.00	-	103241	
0761	US Bank Equipment Finance	12/09/2019	Regular	0.00		103242	
0681	USA Blue Book	12/09/2019	Regular	0.00		103243	
0685	Verizon Wireless	12/09/2019	Regular	0.00		103244	
0694	Voyager Fleet Systems, Inc.	12/09/2019	Regular	0.00	1,852.98		
0705	Wastewater Management Specialists, LLC	12/09/2019	Regular	0.00	26,130.00		
		, 00, 2010		0.00	20,200.00		

#### **Check Report**

#### Date Range: 12/09/2019 - 12/09/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0726	Wiley Price & Radulovich LLP	12/09/2019	Regular	0.00	9,368.00	103247
	Bank Coo	le AP TCB Summar	¥			
		Payable F	Payment			

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	45	0.00	217,053.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	67	45	0.00	217,053.30

# All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	45	0.00	217,053.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	67	45	0.00	217,053.30

## **Fund Summary**

Fund	Name	Period	Amount
900	Pooled Cash	12/2019	217,053.30
			217,053.30



#### Packet: PYPKT00612 - PPE 11/29/19 Payroll Set: Sewer Authority Mid-Coastside - 01

Employee	Employee #	Check Type	Date	Amount	Number
Blanchard, Jim	0027	Regular	12/06/2019	92.35	1584
Dye, Barbara	<u>0031</u>	Regular	12/06/2019	92.35	1585
Slater-Carter, Kathryn	<u>0015</u>	Regular	12/06/2019	92.35	1586



#### Packet: PYPKT00612 - PPE 11/29/19 Payroll Set: Sewer Authority Mid-Coastside - 01

Employee	Employee #	Date	Amount	Number
Aguilar-Ibal, Gabriel	0004	12/06/2019	4,447.31	2293
Antonelli, Kevin R	<u>0003</u>	12/06/2019	400.00	2294
Antonelli, Kevin R	<u>0003</u>	12/06/2019	3,657.51	2294
Costello, Timothy J	<u>0001</u>	12/06/2019	100.00	2295
Costello, Timothy J	<u>0001</u>	12/06/2019	3,670.85	2295
Ditullio, Marco William	<u>0037</u>	12/06/2019	2,502.06	2296
Harvey, Keith	<u>0010</u>	12/06/2019	2,237.46	2297
Long, George J	<u>0002</u>	12/06/2019	3,969.14	2298
Mendez, Carlos	0009	12/06/2019	2,703.66	2299
Ondish, Sonya L	<u>0022</u>	12/06/2019	2,658.26	2300
Partida, David	0006	12/06/2019	4,176.54	2301
Ahumada, Jose	<u>0039</u>	12/06/2019	1,881.55	2302
Preciado, Felipe	<u>0036</u>	12/06/2019	2,822.03	2303
Szabo , John	<u>0005</u>	12/06/2019	3,158.38	2304
Young, Anthony Edward	<u>0024</u>	12/06/2019	2,438.12	2305
Evans, George	<u>0025</u>	12/06/2019	2,499.97	2306
Prathivadi, Kishen	<u>0012</u>	12/06/2019	5,855.61	2307
Thompson, Stacey Aileen	<u>0033</u>	12/06/2019	3,519.37	2308
Turbay, Susan	<u>0007</u>	12/06/2019	50.00	2309
Turbay, Susan	0007	12/06/2019	1,773.72	2309
Lohman, Richard	<u>0017</u>	12/06/2019	92.35	2310
Penrose, Deborah	<u>0021</u>	12/06/2019	92.35	2311
Ruddock, Deborah Rose	<u>0018</u>	12/06/2019	92.35	2312



# **Payroll Check Register**

#### **Report Summary**

Pay Period: 11/16/2019-11/29/2019

Packet: PYPKT00612 - PPE 11/29/19 Payroll Set: Sewer Authority Mid-Coastside - 01

Туре	Count	Amount
Regular Checks	3	277.05
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	23	54,798.59
Total	26	55,075.64

Cardholder	GL Account	Details		Amount
Beverli				
Beverli	100-2021-5816	Employee ID Card		25.68
			Total Beverli:	25.68
Stacey				-
			Total Stacey:	-
Kishen				
			Total Kishen:	-
Tim				
Tim				
			Total Tim:	-
			Statement Total:	25.68



#### SEWER AUTHORITY MID-COASTSIDE

## Staff Report

TO:	Honorable Board of Directors
FROM:	Kishen Prathivadi, Acting General Manager
SUBJECT:	Review and Approve the Updated Design Documents for the Wet Weather Storage Facility Expansion Project Phase 1 and Authorize the Bid Documents and Bid Procedure

#### Executive Summary

This report allows the Board of Directors the opportunity to review and discuss the design and process for the Wet Weather Facility Expansion Project Phase I.

#### Fiscal Impact

The design was earlier completed and therefore there is no fiscal impact.

#### Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 5.4: *"Ensure SAM remains fully compliant with all regulatory requirements."* 

#### Background and Discussion/Report

On July 23, 2018, the Board authorized the General Manager to execute a contract with SRT Consultants, Inc. to perform design services for the final design of the Wet Weather Facility Expansion project. The various milestones being proposed for the project are:

- Advertise date Dec18, 2019
- Bids due January 31,2020
- Notice of Award February 11, 2020
- Start construction March 15, 2020
- Finish construction September15, 2020 (total of 180 days)

BOARD MEMBERS:	J. Blanchard D. Ruddock		S. Boyd K. Slater-Carter	D. Penrose L. Woren
ALTERNATE MEMBERS: Harvey	M. Clark B. Huber	20	B. Dye H. Rarback	J.

#### Staff Recommendation

Staff recommends that the Board of Directors review and approve the design documents for the Wet Weather Facility Expansion Project Phase I and authorize the bid documents and bid procedure.

#### **Supporting Documents**

Attachment A:Bid SpecificationsAttachment B:Wet Weather Facility Expansion Project Plans

BOARD MEMBERS:	J. Blanchard	S. Boyd	D. Penrose
	D. Ruddock	K. Slater-Carter	L. Woren
ALTERNATE MEMBERS: Harvey	M. Clark B. Huber	B. Dve	J.

# SEWER AUTHORITY MID-COASTSIDE



# WET WEATHER STORAGE FACILITY EXPANSION PROJECT

# Volume I – SPECIFICATIONS

# **BID SET**

# Bid Due January 31, 2020 at 2:00 p.m.

Each bid is to be enclosed in an envelope bearing the superscription: "Bid for WET WEATHER STORAGE FACILITY EXPANSION PROJECT"

Mandatory Pre-Bid Conference: January 10, 2020 at 10:00 a.m.

## 00 01 07 CERTIFICATIONS PAGE

The specifications for Wet Weather Storage Facility Expansion Project have been prepared under the direction of the following design professionals, licensed in the State of California.

**PROJECT MANAGER** 

Tanya Yurovsky, P.E.

SRT Consultants

**Principal Engineer** 

CIVIL ENGINEER

Timothy J. Monahan, P.E.

SRT Consultants

Senior Engineer





## END OF SECTION 00 01 07

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#### END OF SECTION 00 01 15

# DIVISION 0 BIDDING AND CONTRACTING REQUIREMENTS

## 00 11 13 NOTICE TO BIDDERS

The Sewer Authority Mid-Coastside (the "Authority"), San Mateo County, California will receive sealed Bids from Contractors holding a Class A Contractor's license under the laws of the State of California and that are registered and qualified to perform public work pursuant to Labor Code Section 1725.5 for its WET WEATHER STORAGE FACILITY EXPANSION PROJECT. Bids will be received by the Authority at its office located at 1000 N. Cabrillo Highway, Half Moon Bay, California 94019, on or before 2:00 P.M., January 31, 2020. Bids will be publicly opened, examined and declared on that day and hour and referred to and considered by the Board of Directors of the Authority at its next meeting. Bids shall be endorsed on the outside of the sealed envelopes as follows:

#### SEWER AUTHORITY MID-COASTSIDE WET WEATHER STORAGE FACILITY EXPANSION PROJECT

By

#### Bidder's name and address

Bids shall be submitted on the Bid Form included as Section 00 41 00 in these Contract Documents.

Each Bid shall conform and be responsive to this notice and all other documents comprising the Contract Documents.

Questions related to the Contract Documents should be addressed to the Authority's engineer for this project; Kishen Prathivadi, P.E, PMP, Sewer Authority Mid-Coastside, 1000 N Cabrillo Hwy, Half Moon Bay, CA 94019, (650) 726-0124 (the "Engineer"). Deadline to submit questions is close of business (5:00 pm) on January 24, 2020.

Each Bid shall be accompanied by cash, a certified or cashier's check payable to the Authority, or a satisfactory Bid Bond in favor of the Authority executed by the Bidder as principal and an admitted surety insurer as surety, in an amount not less than 10% of the Bid amount. The cash, check or Bid Bond shall be given as a guarantee that the Bidder, if awarded the Contract, will execute the Contract, in conformity with the Contract Documents. The Bidder's security shall be forfeited to the Authority in case the bidder depositing the same does not, within twenty days after written notice that the contract has been awarded to him/her, enter into a contract with the Authority. The contract shall be accompanied by a payment bond and a faithful performance bond, each in a sum equal to one hundred percent (100%) of the amount so bid, under the provisions of Sections 3247 through 3252, inclusive, of the Civil Code of the State of California.

The work to be performed is located on property owned by the Granada Community Services District, identified as the "Burnham Strip," adjacent to the Authority's Portola Pump Station in El Granada, California. The work includes the installation of a 200,000gallon passive wet-weather storage system, and associated manholes, piping, and connections in accordance with the Contract Documents. Pursuant to Section 1720 et seq. and 1770 et seq., of the Labor Code of the State of California, the Contractor and any subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. A copy of such prevailing rate of per diem wages is on file in the office of the Authority, to which reference is hereby made for further particulars. The prevailing rate of per diem wages shall be made available to any interested party on request. The Contractor shall post a copy of such determinations at the job site.

This project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations.

The Authority reserves the right to reject any or all Bids, and to determine which Bid is the lowest responsive Bid from a responsible Bidder, based upon the arithmetically correct **TOTAL BID PRICE** set forth in the BID SCHEDULE portion of the Bid Form. The Authority also reserves the right to waive any informality in a Bid.

The award of contract shall only be made to a Contractor who possesses a Class A (California Contractor's) license, pursuant to Section 3300 of the Public Contract Code, and who is registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

No Bidder may withdraw his Bid for a period of sixty (60) days after the date set for the opening of Bids.

More than one Bid from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the Bidders, any or all Bids may be rejected. Bids in which the prices obviously are unbalanced may be rejected. In particular, bids may be considered nonresponsive and rejected as unbalanced if the Bid Price set forth in the Bid Schedule for Mobilization or Demobilization, or both, exceeds five percent (5%) of the Total Bid Price.

Notice is further given that, pursuant to Section 22300 of the Public Contract Code, the Contractor will be permitted to substitute securities for any monies withheld by the Authority to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Authority, or with a California or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment include those listed in Section 16430 of the California Government Code and Section 22300 of

#### SPECIFICATIONS

the Public Contract Code. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Nothing in the Contract Documents shall be deemed to prohibit material suppliers or subcontractors from quoting prices to more than one Bidder.

Dated this \_\_\_\_\_day of \_\_\_\_\_, 2020

#### Sewer Authority Mid-Coastside

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

Title: General Manager

#### END OF SECTION 00 11 13

## 00 21 13 INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

#### LOCATION AND EXTENT OF WORK

The work to be performed under the Contract Documents is located on property owned by the Granada Community Services Station, identified as the "Burnham Strip," adjacent to the Authority's Portola Pump Station in El Granada, California. The work includes the installation of a 200,000-gallon passive wet-weather storage system, and associated manholes, piping, and connections in accordance with the Contract Documents.

#### ARTICLE 1 - EXAMINATION OF DRAWINGS, SPECIFICATIONS, CONTRACT AND SITE OF WORK

Each Bidder shall examine carefully the site(s) of the work contemplated, the drawings and specifications, and the Bid and Contract Documents. As part of this examination, the Bidder shall check the tables of contents of all Contract Documents, including Specifications and Drawings, and ensure that all Specification sections and Drawings are provided. Unless the Bidder has given written notification in accordance with the following paragraph, and the Authority has not responded thereto by the time Bids are required to be submitted, the submission of a Bid shall be conclusive evidence that the Bidder has thoroughly investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

No oral interpretations or clarification of the drawings and specifications will be made to any Bidder prior to the Bid opening. Any requests for interpretation or clarification must be made in writing and will be answered in writing. If any Specification sections and Drawings are missing, or if there are any Work conflicts, errors, or omissions; or any other discrepancies of any sort are found, the Bidder must provide written notification as soon as possible and prior to the Bid opening in order that letters of clarification can be prepared and given to all Bidders.

#### ARTICLE 2 - PREBID CONFERENCE AND SITE VISIT

Prior to submitting a bid for the project, the Contractor is required to attend the Mandatory Pre-Bid Conference and Site Visit, which will be held at SAM's office located at 1000 North Cabrillo Highway in Half Moon Bay on January 10, 2020 at 10:00 a.m. The meeting will be followed by a brief site visit. Bids will not be accepted by the Authority from the Contractors that fail to attend the Mandatory Pre-Bid Conference and Site Visit.

#### ARTICLE 3 – COMPLETION, EXECUTION, AND REJECTION OF BID

All Bids must be made on the Bid Form prepared by the Authority and must specify the unit price of each item and the unit price extended to total, opposite each of the items which

are called for in the Bid Form. In the event that there is more than one bid item on a Bid, the Bidder shall furnish a price for all bid items and failure to do so will render the Bid nonresponsive and may be cause for rejection.

The Authority reserves the right to reject any or all Bids. The Authority further reserves the right to increase or decrease the quantity of any portion of the Work. The Authority also reserves the right to waive any informality in a Bid.

Any obvious unbalancing of the item prices will be cause for rejection of the Bid. In particular, a bid in which the respective Bid Price for Mobilization or Demobilization, or both, exceeds five percent (5 %) of the Total Bid Price may be considered non-responsive.

The price or prices on a Bid shall include all Work and all materials of every kind or class as either specified or shown on the Drawings or as reasonably understood as included in a Contract of this nature, and the Bidder must consider the cost of all such work and materials and provide for all such costs under whichever item(s) he considers appropriate. It is the desire of the Authority to secure a complete and proper performance of the Contract, and each Bidder shall prepare his Bid with this understanding, and the prices in his Bid must fully recognize this requirement. All Bidders are hereby expressly warned that all equipment furnished shall exactly fulfill the requirements of the Scope of Work, Standard Specifications and Special Provisions and all Work shall comply with the details shown on the Drawings.

The Bid must be signed by an individual duly authorized to bind the Bidder, and specify the Bidder's business address. In signing the Bid, the Bidder shall specify the name of the individual duly authorized to bind the Bidder, as well as the firm or corporate name, as hereinafter provided for in the Bid Form. If the Bid is submitted by a partnership, the name of the partnership, a list of the general partners, and the signature of at least one of the general partners must be shown; if the Bid is submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered, and the title of the person who signs on behalf of the corporation or limited liability company. If the Bid is submitted by a corporation or limited liability company, a certified copy of the bylaws or resolution of the Board of Directors of the corporation or Limited Liability Company authorizing the officer(s) who signed the bid to execute Contracts on behalf of the corporation or Limited Liability Company shall be furnished as part of the Bid. If the bid is made by a joint venture, the bid shall be signed by a representative of one of the joint venture firms. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

Bidders are warned against making erasures or alterations of any kind, and Bids which contain erasures, interlineations, alterations, or corrections not suitably authenticated by affixing, in the nearest margin, the initials of the person signing the Bid Form, may result in the Bid being rejected as not being responsive to the Contract Documents. Changes in or additions to the bid form, recapitulations of the Work bid upon, alternative bids, omissions, or any other modifications of the Bid Form or irregularities which are not specifically called for in the Contract Documents may result in rejection of the bid by the Authority, as not

being responsive to the Invitation to Bid. No oral or telephonic modification of any bid submitted will be considered.

#### ARTICLE 4 - BIDDERS ABILITY

Each Bidder must be licensed, skilled and regularly engaged in the general class or type of work called for under the Contract. It is the intention of the Authority to award the Contract only to a Bidder who has the requisite experience and ability in this class of work, and has sufficient capital, facilities, and plant to enable him to prosecute it successfully and promptly and to complete it within the time named in the Contract. Each Bidder must submit such evidence with his Bid (see Statement of Experience located in Section D). Bidder shall have completed, within the last five (5) years, at least three (3) projects of similar scope, size, and complexity, as listed in the Statement of Experience. Failure to provide this information will render the bid non-responsive and may disqualify the bidder from Contract award.

#### ARTICLE 5 - NON-COLLUSION DECLARATION

Each Bidder is required to execute and submit a non-collusion declaration with his Bid (see non-collusion declaration located in Section "D").

#### ARTICLE 6 - SUBCONTRACTORS

In accordance with Section 4104 of the California Public Contract Code, each Bidder, in his Bid shall set forth: (1) The name, business address, contractor's license number, and public works contractor registration number of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work, or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the drawings and specifications, "in an amount in excess of one half of 1 percent of the Contractor's total Bid"; (2) each subcontractors' California contractor. Failure to list all such subcontractors may render the bid non-responsive and may be grounds for rejection of the bid.

The Contractor shall list only one subcontractor for each portion. In accordance with Section 4107 of the Public Contract Code, no Contractor whose Bid is accepted shall, without consent of the Authority, either: (1) substitute any person as a subcontractor in place of the subcontractor designated in his Bid; or (2) permit any such subcontract to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in his Bid. Penalties for failure to comply with the foregoing are set forth in "Subletting and Subcontracting Fair Practices Act" in Sections 4106, 4110, and 4111 of the Public Contract Code. In addition, a subcontractor shall not be qualified to bid on, be listed in a Bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless the subcontractor is currently registered and qualified to perform public work pursuant to Labor

Code Section 1725.5.

Each Subcontractor must, in addition to being licensed and registered, be properly certified and regularly engaged in the general class or type of work that is the subject of its subcontract.

#### **ARTICLE 7 - BID GUARANTY**

Each bid shall be accompanied by a Bid Guaranty Bond, provided by an admitted surety insurer, for payment to the Authority in the sum of at least ten percent (10%) of the amount of the Total Bid price, or, alternatively, by cash, or by a certified or cashier's check payable to the Authority, in the sum of at least ten percent (10%) of the amount of the Total Bid price. The amount payable to the Authority under the Bid Guaranty Bond, by cash, or by certified or cashier's check, shall be forfeited to the Authority as liquidated damages in cash of a refusal or failure of the Bidder to furnish, execute, and deliver to the Authority the required performance and payment bonds, evidences of insurance, and the Contract in the form provided herewith, within ten (10) calendar days from the mailing date of the Notice of Award of Contract.

Any Surety executing a Bid Guaranty Bond must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California. The Surety must agree that the obligations of the Surety and its Bid Guaranty Bond shall be in no way impaired or affected by any extension of the time within which the Authority may accept such Bid; and the Surety does hereby waive notice of any such extension.

The Bid Guaranty Bond or check accompanying the successful Bid will be returned upon the execution of the Contract and the filing of the satisfactory bonds and certificates of insurance. The Bid Guaranty Bonds, or checks accompanying the unsuccessful Bids will be retained until the executed Contract, satisfactory bonds, and certificates of insurance are received by the Authority, and shall then be returned to the unsuccessful Bidders.

#### **ARTICLE 8 - APPROXIMATE ESTIMATE**

The quantities given in the Bid Form are approximate only, being provided for the comparison of Bids. The Authority does not expressly or by implication, represent or agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

#### ARTICLE 9 - ADDENDUM

Every interpretation of the Specifications, changes, additions, or corrections, if any, will be in the form of written addenda to the Contract Documents and, if and when issued, will be mailed to each person known by the Authority to be holding Contract Documents and kept on file at the office of the Engineer before the Bids are opened. Notwithstanding the foregoing, it shall be each Bidder's responsibility to make inquiry as to the addenda issued, and to specifically acknowledge, in the space provided in the Bid Form, receipt of all addenda issued, and to ensure that its Bid considers all changes in the Work described in the addenda. All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda whether or not received by the Bidders. A Bidder's failure to acknowledge all addenda may result in the Bid being rejected as not responsive.

#### ARTICLE 10 - TIME ALLOWED FOR SIGNING THE CONTRACT

The issuance of a Notice of Award shall obligate the Bidder whose bid is accepted to execute the Contract in the form set forth in the Contract Documents, and to furnish the prescribed Faithful Performance Bond, Payment Bond, and certificates of insurance. The successful Bidder will be allowed ten (10) calendar days from the date of mailing of the Notice of Award by the Authority within which to deliver to the Authority the Contract with his signature affixed thereto, together with the prescribed Faithful Performance Bond, Payment Bond, and certificates of insurance. Time is of the essence in this regard. After execution by Authority, one copy of the Contract shall be returned to Contractor.

#### ARTICLE 11 - FAITHFUL PERFORMANCE BOND

As a part of the execution of the Contract, the Contractor shall furnish a Bond of an admitted surety insurer to secure the Faithful Performance of the Work under the Contract, which Bond shall be in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the Contract.

#### ARTICLE 12 - PAYMENT BOND

As a part of the execution of the Contract, the Contractor shall furnish a Bond of an admitted surety insurer, in the sum of not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, to secure the payment in full of all persons, companies, or corporations who perform labor upon or furnish materials, tools, or equipment to be used in the work under the Contract, in accordance with the provisions of Chapter 5, Title 3, Part 6, Division 4, commencing at Section 9550, of the California Civil Code, and any acts amendatory thereof, and shall by its terms inure to the benefit of all persons, companies, or corporations authorized under Section 9100 of the California Civil Code to assert a claim against a payment bond so as to give a right of action to that person or that person's assigns in an action to enforce the liability on the bond.

#### ARTICLE 13 - INSURANCE

As a part of the execution of the Contract, the Contractor shall provide certificates of insurance evidencing insurance in conformity with the Contract Documents. Such insurance shall remain in full force and effect at all times during the prosecution of the Work, through Final Completion and acceptance thereof, and thereafter throughout the warranty period.

Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the necessary insurance has been approved by the Authority. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor.

#### ARTICLE 14 - PROSECUTION AND DATE OF COMPLETION

The Contractor shall begin work promptly after receipt of written Notice to Proceed and shall diligently prosecute all Work to completion on or before October 15, 2020.

#### ARTICLE 15 - LIQUIDATED DAMAGES FOR DELAY

Time is of the essence in the performance of the Contract. It is agreed by the parties to the Contract that in case the Work under the Contract is not completed by the date specified, as modified by extensions of time granted by the Authority, damage will be sustained by the Authority. As it is impracticable to determine the actual damage which the Authority will suffer in the event of and by reason of such delay, it is, therefore, agreed that the Contractor shall forfeit to the Authority, not as a penalty, but as predetermined liquidated damages, the sum of **§100 USD** for each calendar day or portion thereof during which the Contract shall remain uncompleted beyond the time specified for completion of all work. The Contractor agrees to pay such liquidated damages and in case the same are not paid, agrees that the Authority may deduct the amount thereof from any moneys due, or that may become due, the Contractor under the Contract.

#### **ARTICLE 16 - WAGE RATES**

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the Work to be done. Notice is hereby given that, pursuant to Section 1773 of the California Labor Code, the Authority has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the work. A copy of the prevailing rate of per diem wages is on file in the office of the Authority, to which reference is hereby made and which is available to any interested party upon request, or Bidders may prefer to obtain the current prevailing rate of per diem wages directly from the California Department of Industrial Relations website (http://www.dir.ca.gov/dlsr/pwd/index.htm) or by contacting the Office of the Director - Research Unit, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4774. Contractor shall post a copy of the prevailing rate of per diem wages at the job site.

If it becomes necessary to employ a craft other than those listed in the prevailing rates, the Contractor shall notify the Authority immediately and the Authority will obtain the additional prevailing rate from the Director of the Department of Industrial Relations and the rate thus determined shall be applicable as a minimum at the time of initial employment.

This project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to Section 1720 et seq. and 1770 et seq., of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages.

#### ARTICLE 17 - MINIMUM WAGES

The wage rates set forth in the prevailing rate of per diem wages are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth.

In accordance with Section 1775 of the California Labor Code, the Contractor and any subcontractors shall, as a penalty to the State or political subdivision on whose behalf a Contract is made or awarded, forfeit not more than fifty dollars (\$50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any subcontractor. Reference is made to Section 1775 of the Labor Code with respect to instances where the Contractor may be liable for a subcontractor's failure to pay prevailing wages.

#### ARTICLE 18 - UNAUTHORIZED OVERTIME WORK

In accordance with Section 1813 of the California Labor Code, the Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours, or for each calendar week in which such worker is required or permitted to work more than forty hours, in violation of Sections 1810-1815 of the Labor Code, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and one-half (1.5) times the basic rate of pay as provided for in Section 1815 of the Labor Code. Eight hours constitutes a legal day's work.

#### ARTICLE 19 - WORKERS COMPENSATION

As required by Section 1860 of the California Labor Code, and in accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure worker's compensation coverage for its employees. Prior to commencing the work, the Contractor shall execute and file with the Authority the Workers Compensation Statement set forth in the Contract Documents.

#### ARTICLE 20 - APPRENTICESHIP REQUIREMENTS

Contractor agrees to comply, and to require any subcontractors to comply, with Sections

1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeship occupations. Under these sections of the Labor Code, Contractors and subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one hour of apprentice labor for every five hours of labor performed by a journeymen (unless an exemption is granted in accordance with Section 1777.5), and Contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex or age, except as provided in Code 3077 of the Labor Code. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations. The Contractor shall furnish the Authority any and all evidence of compliance with this code section when requested by the Authority. For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

# ARTICLE 21 - TRAVEL AND SUBSISTENCE

Notice is hereby given pursuant to Section 1773.8 of the California Labor Code that travel and subsistence payment shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Section 1773.8.

# ARTICLE 22 - CERTIFIED PAYROLL RECORDS

Contractor shall comply, and require any subcontractors to comply, with Section 1776 of the California Labor Code relating to certified copies of payroll records including the maintenance of these records, their certification and their availability for inspection. Each payroll record shall be on forms provided by the Division of Labor Standards Enforcement or may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are certified or verified as described below.

The payroll records shall be certified or verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 of the Labor Code for any work performed by his or her employees on the public works project.

The certified payroll records shall be submitted at least monthly and shall accompany each

progress payment request.

Payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- A. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or its authorized representative on request.
- B. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Authority, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- C. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

In addition to the submission described above, each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 each month directly to the Labor Commissioner, in the format prescribed by the Labor Commissioner.

# **ARTICLE 23 - AUTHORIZED SIGNATURES**

The Contract Documents shall be executed by authorized personnel. In the case of a corporation, the Contract Documents shall be signed by the President or Vice President and attested to by a Secretary/Assistant Secretary; other person(s) may execute these documents, but only if expressly authorized to do so by corporate resolution. Only general partners may sign on behalf of a general or limited partnership unless otherwise provided in the partnership agreement or other authorizing document.

# ARTICLE 24 - STATUTORY REQUIREMENTS

No official of the Authority, who is authorized in such capacity and on behalf of the Authority to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply Contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in the Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Authority, who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in the constructions in connection with the construction of the project, shall become directly or indirectly interested personally in the constructions in connection with the construction of the project, shall become directly or indirectly interested personally in the construction of the project, shall become directly or indirectly interested personally in the construction of the project, shall become directly or indirectly interested personally in the construction of the project, shall become directly or indirectly interested personally in the construction of the project, shall become directly or indirectly interested personally in the contract or in any part thereof, any material supply Contract, subcontract, insurance contract, or any other contract pertaining to the project.

# ARTICLE 25 - ATTORNEYS-IN-FACT

Attorneys-in-fact who sign a Bid Bond, a Payment Bond, or a Faithful Performance Bond must file with each such Bond a certified and effective dated copy of their power of attorney.

# ARTICLE 26 - POSTPONEMENT OF OPENING

The Authority reserves the right to postpone the date and time for opening of Bids at any time prior to the date and time announced in the Notice to Bidders.

# ARTICLE 27 - AWARD OF CONTRACT

Within forty-five (45) days after the time announced for opening the Bids, the Authority will act either to accept the lowest responsive Bid from a responsible Bidder, or to reject all Bids. *The determination of the lowest responsive Bid shall be based on the Total Bid Price set forth in the Bid Form. after making each adjustment. if any. required by ARTICLE 28. DISCREPANCIES IN AMOUNTS ENTERED IN BIDS*. The acceptance of a Bid will be evidenced by a Notice of Award of Contract in writing, delivered in person or by certified mail to the Bidder whose Bid is accepted. No other act of the Authority shall constitute acceptance of a Bid. The award of the Contract shall obligate the Bidder whose Bid is accepted to furnish a Faithful Performance Bond, a Payment Bond, and evidence of insurance, and execute the Contract set forth in the Contract Documents, and to do so within the period described above under the heading, "TIME ALLOWED FOR SIGNING THE CONTRACT."

# ARTICLE 28 – DISCREPANCIES IN AMOUNTS ENTERED IN BIDS

The Bidder shall furnish a price for all items in the bid form. Failure to do so will render the Bid informal and may cause rejection.

If the product of the unit price and estimated quantity does not equal the total dollar amount entered by the Bidder of each Bid Item, the unit price shall govern and the total dollar amount of each such Bid Item will be corrected accordingly to equal the product of the unit price and estimated quantity, which shall be deemed to be the amount entered for each such Bid Item.

If the sum of the amount entered by the Bidder for two or more Items in the Bid Form does not equal the total amount entered by the Bidder, the correct sum of the amounts entered by the Bidder on the individual items shall govern and the Total Bid Price on the Bid Schedule will be corrected accordingly to equal the correct sum of the amounts entered on the individual items, which shall be deemed to be the amount of the Total Bid Price.

# ARTICLE 29 - NOTICE TO PROCEED

Upon receipt of the Contract duly executed by the Bidder whose Bid is accepted, and review and confirmation of satisfactory Bonds and Certificates of Insurance, a written Notice to Proceed will be issued by the Authority.

# **ARTICLE 30 - PRECONSTRUCTION CONFERENCE**

A preconstruction conference will be held prior to any work started by the Contractor. The Contractor's job foreman and other interested parties shall attend. Work schedules, methods, and safety practices will be outlined and discussed at this time.

# NOTICE OF AWARD

TO:\_\_\_\_\_

PROJECT:

# SEWER AUTHORITY MID-COASTSIDE WET WEATHER STORAGE FACILITY EXPANSION PROJECT

your Bid has been accepted.

You are required to execute the Contract with the Authority and to furnish the required bonds and insurance certificates within ten (10) calendar days from the mailing date of this Notice to you.

To expedite the completion of the Contract Documents your attention is directed to Section F2 of the General Specifications, related to Bonds and Insurance, which should be called to the attention of your underwriter in preparing the insurance certificates.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

SEWER AUTHORITY MID-COASTSIDE

Ву \_\_\_\_\_

Title <u>General Manager</u>

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

this \_\_\_\_\_day of \_\_\_\_\_, 2020.

Contractor

By	/		

Title\_\_\_\_\_

# NOTICE TO PROCEED

TO:		

DATE:	

PROJECT:

# SEWER AUTHORITY MID-COASTSIDE

# WET WEATHER STORAGE FACILITY EXPANSION PROJECT

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_\_, 2020, on or before\_\_\_\_\_\_, 2020 and you are to complete the work on or before October 15, 2020.

SEWER AUTHORITY MID-COASTSIDE

Ву \_\_\_\_\_

Title General Manager

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

this day of \_\_\_\_\_, 2020.

Ву\_\_\_\_\_

Title

# END OF SECTION 00 21 13

# 00 41 00 BID FORM

# **ARTICLE 1 - BID SCHEDULE**

The undersigned, as Bidder, declares that he has thoroughly examined all the Contract Documents herein contained, and he proposes and agrees, if this Bid is accepted, that he will Contract with the Authority in the form of the Contract herein contained to provide all the necessary machinery, tools, apparatus and other means of construction to: furnish all materials; provide superintendence, overhead expenses and all labor and expenses of whatever nature necessary; complete the WET WEATHER STORAGE FACILITY EXPANSION PROJECT, in conformance with the Drawings, the Specifications, and the other Contract Documents, or reasonably implied thereby, or as necessary to complete the work in the manner and within the time required by the Contract Documents, and according to the requirements and to the reasonable satisfaction of the Authority; pay all charges of freight, transportation and hauling; to indemnify the Authority against any loss or damage arising from any act of the undersigned as Contractor; and take in full payment therefor the sum set forth in its bid.

# BID SCHEDULE

ltem	Qty.	Unit	Bid Item	Unit Price (\$)	Extension (\$)
1	1	LS	Mobilization	-	
2	1	LS	Topsoil removal and stockpile	-	
3	1	LS	Sheeting shoring and bracing (pursuant to Labor Code § 6707)	-	
4	1	LS	Install monolithic precast concrete boxes	-	
5	140	LF	Install 24-inch diameter PVC sewer pipe		
6	1	LS	Install 5' diameter manhole	-	
7	1	LS	Hydrostatic testing of concrete boxes	-	
8	1	LS	Landscape restoration and hydroseeding	-	
9	1	LS	Demobilization	-	
TOTAL BID PRICE:					

Refer to Section C, paragraph "Award of Contract" for the basis of award.

By my initials here\_\_\_\_\_, I acknowledge I have received the Addenda listed below:

Addendum No.

Addendum No

Addendum No.

If this Bid is accepted by the Authority and the Contract is entered into by and between the Authority and the undersigned, the undersigned agrees to so plan the work and prosecute it with such diligence that all of the work shall be completed in the time required by the Contract Documents.

The undersigned further agrees, if this Bid is accepted by the Authority, to sign the Contract and to furnish the required Bonds with satisfactory Surety or Sureties within ten (10) calendar days from the date of the mailing date of the Notice of Award.

Accompanying this Bid is a Bid security (Bid Bond, certified check or cashier's check) for an amount equal to at least ten percent (10%) of the total amount of the Bid. WITNESS MY HAND this \_\_\_\_\_\_day of , 2020, SIGNATURE OF BIDDER, WITH BUSINESS ADDRESS

### SPECIFICATIONS

### WET WEATHER STORAGE FACILITY EXPANSION PROJECT

The undersigned (or the Bidder bound by the undersigned) certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, and currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

License No.: Class: Public Works Registration No.

Bidder further certifies that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there may be certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Sole Proprietor:	Name:		
Business Address:			
	Signature:		
Partnership:	Name:		
Business Address:			
Ву:			
Corporation/ Limited Liability Co.:	Name:		
Business Address:			
Ву:	Title:		
Organized under the laws of the State of			

# ARTICLE 2 - LIST OF PROPOSED SUBCONTRACTORS

The Bidder shall here give a list of his proposed subcontractors pursuant to Section 4101 of the California Public Contract Code. The Bidder shall list only one subcontractor for each portion of the work (as defined by the Bidder for the purpose of listing subcontractors). The information presented below must include the names, business addresses, contractor's license number, and public works contractor registration number of all such subcontractors that will be used in the Work if the bidder is awarded the Contract, each subcontractor's California contractor's license number and a description of the work (including the percentage of the Bid price) to be performed by each. (Attach additional sheets if necessary). Failure to comply with these requirements will render the bid non-responsive and may be grounds for rejection of the bid.

Subcontractor		Description of Work
Address		
License No.:	Class:	Public Works Registration No.
Subcontractor		Description of Work
Address		
License No.:	Class:	Public Works Registration No.
Subcontractor		Description of Work
Address		
License No.:	Class:	Public Works Registration No.
Subcontractor		Description of Work
Address		
License No.:	Class:	Public Works Registration No.

# **ARTICLE 3 - STATEMENT OF EXPERIENCE**

Acceptable documentation demonstrating that the Bidder meets the requirements listed in this section shall be included in the bid. Failure to provide this information will render the bid non-responsive and may disqualify the bidder from Contract award.

**PRIME CONTRACTOR PRE-QUALIFICATION**: All potential bidders shall have been in business a minimum of five (5) years during which time each potential bidder must have performed a minimum of three (3) directly related projects of similar scope, size, and complexity. All potential bidders must list these projects below in the space provided, to be included with each bid (listings on separate sheets is acceptable).

List **at least** three (3) jobs performed as Prime Contractor in the last 5 years that are representative of your company's qualifications to perform the work required by the Contract Documents. Start with the most recent jobs. Be specific when listing "Type of Work Performed." Provide applicable references. Failure to provide this information will render the bid non-responsive and may disqualify the potential bidder from Contract award.

Date of Job	Start:	_Complete:
Project Name		
Job Location:		
Type of Work Performed:		
Reference: Name and Address:		
Reference Phone No.:		

Date of Job	Start:	_Complete:
Project Name		
Job Location:		
Type of Work Performed:		
Reference: Name and Address:		
Reference Phone No.:		

Date of Job	Start:Complete:
Project Name	
Job Location:	
Type of Work Performed:	
Reference: Name and Address:	
Reference Phone No.:	

# **ARTICLE 5 - NONCOLLUSION DECLARATION**

### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California County of \_\_\_\_\_

The undersigned declares;

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date] \_\_\_\_\_[state].

By

Signature

Name and Title of Signatory

Name of Com	pany Subr	nitting Bid

Date

# END OF SECTION 00 41 00

# 00 52 00 CONTRACT

# ARTICLE 1 – CONTRACT FORMS

THIS Contract, made and entered into as of this \_\_\_\_\_day of \_\_\_\_\_, 2020, by and between Sewer Authority Mid-Coastside ("Authority"), and

("Contractor").

# WITNESSETH:

WHEREAS, the Authority has invited sealed Bids for the WET WEATHER STORAGE FACILITY EXPANSION PROJECT (the "Project") in accordance with the terms of this Contract; and

WHEREAS, the Contractor, in response to the Notice to Bidders and Invitation to Bid, has submitted to the Authority, in the manner and within the time specified, a sealed Bid accompanied by a Bid guaranty for ten percent (10%) of the amount of the Total Bid price for construction of the Project in accordance with the terms of this Contract; and

WHEREAS, the Authority has duly awarded to the Contractor a Contract therefor for the sum or sums set forth in the Bid.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I, WORK TO BE DONE

That the Contractor, for himself, his heirs, executors, administrators, successors and assigns (as the case may be) covenants and agrees with the Authority under the conditions set forth in Bonds bearing date of \_\_\_\_\_\_, 2020, which are herein contained and made a part hereof, to furnish all necessary equipment, materials, labor, machinery and appliances and at his own risk and expense complete the construction of the Project, for the Authority, complete in place in accordance with the terms of this Contract, and according to such instructions as may be issued or given by the Engineer.

# ARTICLE II, PARTS OF THE CONTRACT

That this Contract includes the following documents, by this reference incorporated herein, and other undertakings:

- 1. Notice to Bidders
- 2. Information for and Instructions to Bidders
- 3. Contractor's Bid and Bid Guaranty
- 4. Contractor's Payment and Faithful Performance Bonds and Insurance Certificates
- 5. General Specifications
- 6. Detailed Specifications
- 7. Standard Specifications
- 8. Addenda
- 9. Contract Drawings
- 10. Permits

# All of the documents named above, except Change Orders yet to be executed, and such Drawings and Permits that are referenced for incorporation, are contained herein.

# ARTICLE III, AMOUNT TO BE PAID

That the Authority agrees to pay those certain prices stated in the Bid submitted by the Contractor for the complete performance of this Contract by the Contractor.

The Contractor hereby agrees to accept the prices as stated in the Bid as full compensation for all materials and appliances necessary to the work; for all labor and use of tools and other implements necessary for executing the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses incurred in and in consequence of the suspension of discontinuance of the work, as herein specified; for all liability and other insurance; for all fees or royalties or other expense on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work and all of the work within the time specified in the Information for and Instructions to Bidders, all according to the Contract Drawings and Specifications, the details and instructions, and the requirements of the Authority thereunder.

The prices of all of the foregoing matters, including all transportation charges, are set forth in the Bid.

IN WITNESS WHEREOF, the Parties have executed this Contract by authority of their duly authorized officers.

AUTHORITY

SEWER AUTHORITY MID-COASTSIDE

By\_\_\_\_\_

General Manager

CONTRACTOR

Ву\_\_\_\_\_

Title\_\_\_\_\_

# ARTICLE 2 - WORKERS COMPENSATION STATEMENT

# TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

As required by Section 1860 of the California Labor Code, and in accordance with the provisions of 3700 of the Labor Code, the Contractor will be required to secure worker's compensation coverage for its employees.

In accordance with Section 1861 of the California Labor Code, I, certify as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake selfinsurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this Contract.

Name of Contractor

Signature

Date

Name and Title of Signatory

# ARTICLE 3 - FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, the Sewer Authority Mid-Coastside, San Mateo County, California, hereinafter designated the "Authority", has, on \_\_\_\_\_\_, 2020, awarded to \_\_\_\_\_\_ hereinafter designated as the "Principal", a Contract for the construction of its WET WEATHER STORAGE FACILITY EXPANSION PROJECT.

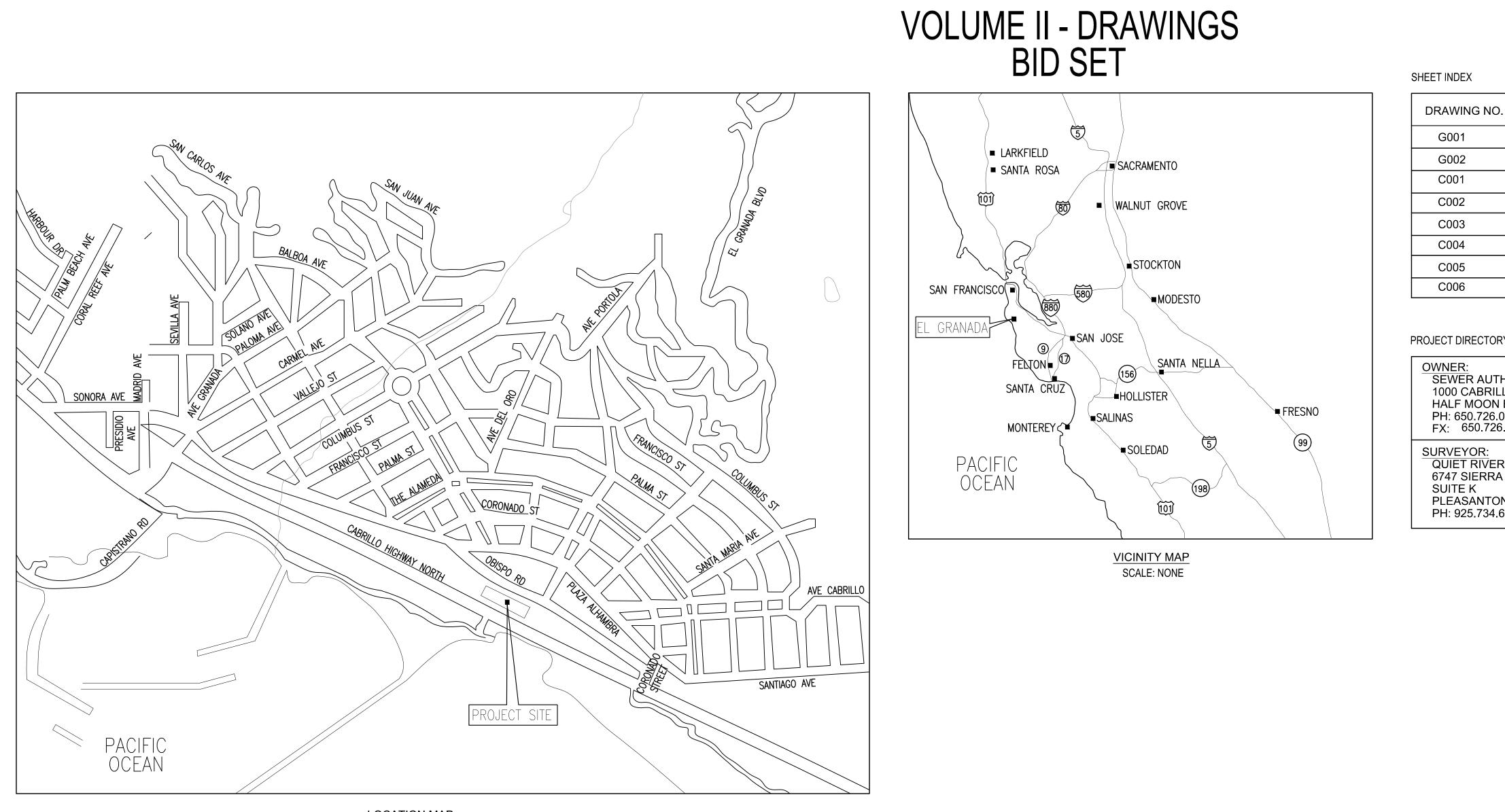
WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract:

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_\_as Surety, are held and firmly bound unto the Authority the penal sum of \_\_\_\_\_\_Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal it or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the Contract, including without limitation compliance with the project specifications, and warranty and guarantee provisions, and any alterations made as therein provided, on it or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall







LOCATION MAP SCALE: NONE

**PROJECT MANAGER** TANYA YUROVSKY **REGISTERED CIVIL ENGINEER** 



# Sewer Authority Mid-Coastside WET WEATHER STORAGE FACILITY **EXPANSION PROJECT**

).	SHEET NO.	TITLE
	1	TITLE & MAPS
	2	SYMBOLS, NOTES, & ABBREVIATIONS
	3	SITE PLAN
	4	GRADING PLAN
	5	RCB PLAN
	6	RCB SECTIONS
	7	CIVIL DETAILS
	8	EROSION CONTROL DETAILS

THORITY MID-COASTSIDE LLO HIGHWAY NORTH N BAY, CA 94019-1466 .0124 6.7833	<u>CIVIL ENGINEER:</u> SRT CONSULTANTS 90 NEW MONTGOMERY STREET SUITE 905 SAN FRANCISCO, CA 94109 PH: 415.776.5800
R LAND SERVICES, INC. A COURT,	CONTRACTOR: TBD
DN, CA 94588 .6788	

			TJM	APPROVED	
			12/2019	DATE	
			- Bid Set	SYM. DESCRIPTION	REVISIONS
History M	9 J	5500 - MON4 - MO	<u>9</u>		
S 2	consultants	90 New Montgomery Street, Suite 905	San Francisco CA 94105	Ph 415.776.5800	Fx 415.776.5200
SEWER AUTHORITY	<b>MID-COASTSIDE</b>	<b>1000 N CABRILLO HIGHWAY</b>	HALF MOON RAV CA 94019		
WET WEATHER STORAGE	WET WEATHER STORAGE FACILITY EXPANSION PROJECT		TITLE SHEET		
· · ·	DEC				
DATE SCALE DESIGN DRAWN CHECK SHEET	AS T. N N. N	IONA	HA.		

# **GENERAL NOTES**

- 1. UNDERGROUND SERVICE ALERT (USA) MUST BE NOTIFIED 48 HOURS PRIOR TO ANY CONSTRUCTION, CALL 811.
- CONTRACTOR'S SUPERINTENDENT IS REQUIRED TO ATTEND A PRE-CONSTRUCTION WALK-THROUGH MEETING. SUPERINTENDENT IS REQUIRED TO BE ON JOB SITE DURING ALL PHASES OF THE WORK AND CONTRACTOR SHALL NOT REPLACE SUPERINTENDENT WITHOUT PRIOR WRITTEN APPROVAL OF SEWER AUTHORITY MID-COASTSIDE (SAM). A MOBILE PHONE NUMBER AND A 24-HOUR EMERGENCY NUMBER SHALL BE PROVIDED FOR CONTRACTOR'S SUPERINTENDENT.
- 3. CONTRACTOR IS TO SUBMIT DETAILED SANITARY SEWER TIE-IN PLANS TO SAM SUPERINTENDENT FOR EACH CONNECTION TO THE EXISTING SANITARY SEWER SYSTEM A MINIMUM OF 5 DAYS PRIOR TO PERFORMING THE WORK. PRIOR TO SCHEDULING A TIE-IN, THE CONTRACTOR SHALL VERIFY AND REPORT TO THE ENGINEER THE OUTSIDE DIAMETER OF EXISTING PIPELINE. TIE-IN PLAN TO BE APPROVED BY ENGINEER THREE DAYS PRIOR TO THE DAY OF CONNECTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING FACILITIES AND EXISTING UTILITIES WITHIN 2 FEET OF THE PROPOSED PIPELINE AND POT HOLING AS NECESSARY TO CONFIRM SIZE, DEPTH, ALIGNMENT AND MATERIAL OF EXISTING FACILITIES. THE TYPES, LOCATIONS, SIZES, AND DEPTHS OF EXISTING OR PLANNED UNDERGROUND OR ABOVEGROUND UTILITIES, STRUCTURES, ROADS, PIPELINES, HARD ROCK, STRATA, TOPOGRAPHY, ETC., AS SHOWN ON THESE PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE UTILITIES AND STRUCTURES. HOWEVER, SAM IS NOT RESPONSIBLE FOR THE COMPLETENESS OR ACCURACY OF SAID INFORMATION.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ALL JURISDICTIONAL AGENCIES. CONTRACTOR IS ALSO RESPONSIBLE FOR PROJECT SITE SAFETY AND FOR PUBLIC SAFETY INCLUDING TRAFFIC CONTROL. 24 HOURS PER DAY FOR ALL DAYS FROM NOTICE TO PROCEED THROUGH THE NOTICE OF FINAL COMPLETION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL SURVEYING AND STAKING, FOR THE PROJECT. THE CONTRACTOR IS ALSO RESPONSIBLE FOR PROTECTING AND MAINTAINING IN PLACE ALL SURVEY MONUMENTS AND STAKING WHETHER EXISTING OR DISCOVERED DURING CONSTRUCTION. SURVEY MONUMENTS DISTURBED BY THE CONTRACTOR SHALL BE RESET BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
- CONSTRUCTION ACTIVITIES SHALL BE LIMITED FROM THE HOURS OF 7:00AM TO 6:00PM, MONDAY THROUGH FRIDAY, AND SATURDAYS FROM 9:00AM TO 5:00PM. CONSTRUCTION IS NOT PERMITTED ON SUNDAYS, THANKSGIVING, OR CHRISTMAS.
- 8. ALL MATERIALS AND INSTALLATION OF THE SANITARY SEWER SYSTEM SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF SAM AND SAN MATEO COUNTY. CONTRACTOR TO PROVIDE A MATERIALS SUBMITTAL TO SAM FOR APPROVAL PRIOR TO BEGINNING WORK.
- 9. TOP OF PIPE TO HAVE A MINIMUM OF 36" OF COVER IN THE RIGHT OF WAY AND 24" OTHERWISE, UNLESS OTHERWISE SHOWN ON THESE PLANS OR DIRECTED BY ENGINEER.
- 10. DRAWINGS REFLECTING "AS-BUILT" CONDITIONS OF THE PROJECT ARE REQUIRED FROM THE CONTRACTOR WITHIN THIRTY (30) CALENDAR DAYS FROM DATE OF COMPLETION. THE AS BUILT DRAWINGS MUST BE RECEIVED AND APPROVED BY SAM PRIOR TO RELEASE OF FINAL PAYMENT AND/OR RETENTIONS.
- 11. WORK WITHIN ANY PUBLIC RIGHT-OF-WAY (EXISTING OR PROPOSED STREETS AND PAVED AREAS SUCH AS PARKING LOTS, DRIVEWAYS, ETC.) SHALL ALSO COMPLY WITH SAN MATEO COUNTY STANDARDS AND SPECIFICATIONS, INCLUDING ANY ENCROACHMENT PERMIT CONDITIONS.
- 12. PIPE SUBGRADE AND BEDDING PREPARATION SHALL BE PER THE GEOTECHNICAL REPORT; FINISH WORK AND PAVING SHALL BE CONDUCTED PER SAN MATEO COUNTY OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- 13. CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL DAMAGE TO EXISTING PROPERTY AND STRUCTURES RESULTING FROM HIS OPERATIONS DURING CONSTRUCTION AND SHALL REPLACE IN KIND OR BETTER TO THE SATISFACTION OF THE PROPERTY OWNER AND/OR SAM PRIOR TO THE FINAL PAYMENT. THE CONTRACTOR SHALL EXERCISE CARE WHEN WORKING NEAR RETAINING WALLS AND SHALL BE RESPONSIBLE FOR RESTORING ANY WALL TIE-BACKS DISTURBED DURING EXCAVATION. ANYTHING NOT SPECIFICALLY CALLED OUT ON PLANS TO BE PROTECTED IN PLACE SHALL BE ASSUMED TO REQUIRE PROTECTION IN PLACE.
- 14. SANITARY SEWER LINES SHALL BE INSTALLED IN SEPARATE TRENCHES FROM WATER LINES PER MINIMUM SEPARATION DISTANCES SPECIFIED IN CALIFORNIA DEPARTMENT OF PUBLIC HEALTH WATERWORKS STANDARDS AND GUIDELINES.
- 15. IF LESS THAN 10 FEET HORIZONTAL SEPARATION EXISTS BETWEEN THE WATER LINES AND SANITARY SEWER OR STORM DRAIN LINES, CONTRACTOR SHALL IMMEDIATELY INFORM THE SAM REPRESENTATIVE WHEN INSUFFICIENT SEPARATION CONDITIONS OCCUR (LESS THAN 10 FEET HORIZONTAL OR 1 FOOT VERTICAL).

- CONNECTIONS PRIOR TO BACKFILLING.
- FINES AS A RESULT OF THE SPILL.

# SAM NOTES

# **GEOTECHNICAL NOTES**

- BACKFILLING OF STORAGE PIPES".
- GEOTECHNICAL REPORT.

# ENVIRONMENTAL NOTES

- SOUTHERNMOST DRAINAGE DITCH.
- PROCEED).

- THE EXCAVATION WILL DE DISPOSED.

# **ABBREVIATIONS**

16. WORK WITHIN ANY STATE HIGHWAY RIGHT-OF-WAY SHALL ALSO COMPLY WITH THE REQUIREMENTS OF THE CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION (CALTRANS), INCLUDING ENCROACHMENT PERMIT CONDITIONS.

17. ALL FACILITIES TO BE OWNED AND MAINTAINED BY SAM SHALL BE INSPECTED AND APPROVED BY SAM, INCLUDING INSPECTION AND APPROVAL OF ALL FITTINGS, PIPES, AND

18. CONTRACTOR SHALL PROVIDE ALL TEMPORARY STOPS AND BYPASSES TO ENSURE SANITARY SEWER CONTINUES TO FLOW AND DOES NOT RESULT IN A SPILL

19. CONTRACTOR SHALL NOT CAUSE A SANITARY SEWER SPILL TO OCCUR; IF A SPILL OCCURS, CONTRACTOR SHALL NOTIFY SAM IMMEDIATELY, AND SHALL BE RESPONSIBLE FOR ANY STATE

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH PROJECT SPECIFICATIONS.

SAM IS TO BE NOTIFIED 72 HOURS PRIOR TO COMMENCING CONSTRUCTION.

 GEOTECHNICAL REPORT: GEOTECHNICAL INVESTIGATION FOR UNDERGROUND STORM WATER STORAGE FACILITY, OBISPO ROAD & AVENUE PORTOLA, EL GRANADA, CALIFORNIA, DATED SEPT 2009, PREPARED BY ROMIG ENGINEERS, INC, PROJECT NO. 2327-1

2. THERE IS A POTENTIAL FOR UNSTABLE SUBGRADE CONDITIONS AND AN ANTICIPATED NEED FOR SUBGRADE STABILIZATION WITH CRUSHED ROCK AND STABILIZATION FABRIC AND/OR GEOGRID, AS DESCRIBED IN THE SECTION OF THE SOILS REPORT TITLES: "INSTALLATION AND

EARTHWORK, FOUNDATION CONSTRUCTION, VAULT AND PIPE EXCAVATION, CONSTRUCTION AND BACKFILLING, UTILITY TRENCH BACKFILL, RETAINING WALL DRAINAGE AND BACKFILL, AND SITE DRAINAGE SHOULD BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED BY ROMIG ENGINEERS, INC., DATED SEPTEMBER 8, 2009. ROMIG ENGINEERS SHOULD BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY FOUNDATION CONSTRUCTION AND SHOULD OBSERVE DURING FOUNDATION CONSTRUCTION AS RECOMMENDED IN THE

1. NO WORK SHALL OCCUR WITHIN 30 FEET OF THE CENTERLINE OF THE NORTHERNMOST DRAINAGE DITCH. AND THE STAGING AREA SHALL NOT EXTEND WITHIN 30 FEET OF THE RIPARIAN SCRUB BORDERING THE

2. PRIOR TO COMMENCING CONSTRUCTION THE CONTRACTOR SHALL ERECT FENCING AT THE WESTERN EDGE OF THE 30' ENVIRONMENTAL BUFFER ZONE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE FENCE FOR THE DURATION OF THE PROJECT'S CONSTRUCTION.

3. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING A SAN MATEO COUNTY GRADING PERMIT. THE CONTRACTOR SHALL BE FAMILIAR WITH THE SAN MATEO COUNTY GRADING PERMIT APPLICATION AND PROCESSES PRIOR TO BID, AND SHALL PAY ALL FEES AND CONDUCT ALL ACTIONS REQUIRED TO OBTAIN THE PERMIT ON BEHALF OF THE AGENCY. THE CONTRACTOR SHALL SUBMIT A LETTER TO THE PLANNING DEPARTMENT. AT LEAST TWO WEEKS PRIOR TO GRADING, STATING THE DATE WHEN GRADING WILL BEGIN. AN APPROVED COUNTY GRADING PERMIT SHALL BE PROVIDED TO THE AGENCY AFTER THE PROJECT AWARD, BUT PRIOR TO CONSTRUCTION COMMENCING (PRIOR TO RECEIVING A NOTICE TO

PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE SAN MATEO PLANNING AND BUILDING DEPARTMENT AN EROSION AND SEDIMENT CONTROL PLAN. THE PLAN MUST BE REVIEWED AND APPROVED BY THE CURRENT PLANNING SECTION PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT DURING CONSTRUCTION THE TRANSPORT AND DISCHARGE OF POLLUTANTS FROM THE PROJECT SITE INTO LOCAL DRAINAGE SYSTEMS AND WATER BODIES IS MINIMIZED BY ADHERING TO THE SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM (SMCWPPP) "GENERAL CONSTRUCTION AND SITE SUPERVISION GUIDELINES".

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A SAN MATEO COUNTY WASTE MANAGEMENT PLAN TO THE COUNTY FOR REVIEW AND APPROVAL, AND PAYING ALL ASSOCIATED FEES. THE CONTRACTOR SHALL THEN DISPOSE OF ALL DEMOLITION MATERIALS, SOILS/ROCKS THAT IS UNACCEPTABLE FOR BACKFILL, WOOD PRODUCTS, OR ANY OTHER WASTE FROM THE SITE TO MEET THE REQUIREMENTS OF THE APPROVED PLAN.

CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO SAN MATEO COUNTY AN EXCESS MATERIALS DISPOSAL PLAN FOR REVIEW AND APPROVAL. SAID PLAN SHALL IDENTIFY WHERE EXCESS MATERIAL FROM

AD APN BC BV CO DWG E) E/F GRADE FCA FG FH FL GND HP NV F MH N) DH P.U.E. PVC RCP RIM ROW SAM SH SS SSMH ST A TC TYP TG JSA V V I F	AREA ASSES BOTTO BUTTE CLEAN DRAW EXISTI EXISTI FLANG FINISH FIRE H FLOWL GROUL HIGH F INVER LINEAF MANHO NEW OVERF PUBLIO POLYV REINFO RIM EL RIGHT SEWEI SHEET SANITA STEEL STATIO TOP O UNDEF VALVE
JSA	UNDEF
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# LEGEND

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(E) TELEPHONE

(E) WATER MAIN

**PROPERTY LINE** 

(N) CONTOUR LINE

(N) FENCE

(N) SANITARY SEWER LINE

CATCH BASIN

DIAMETER

HYDRANT

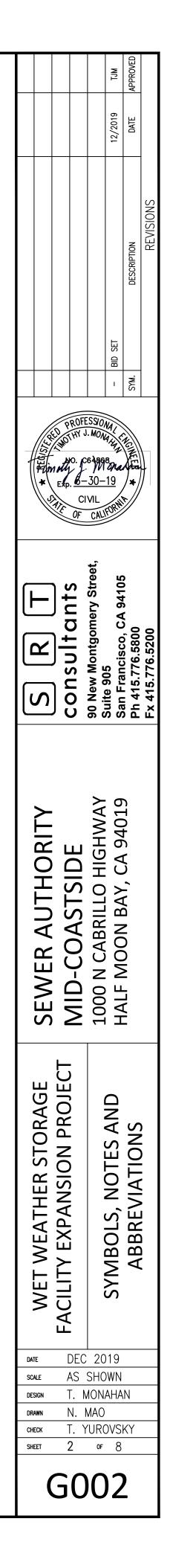
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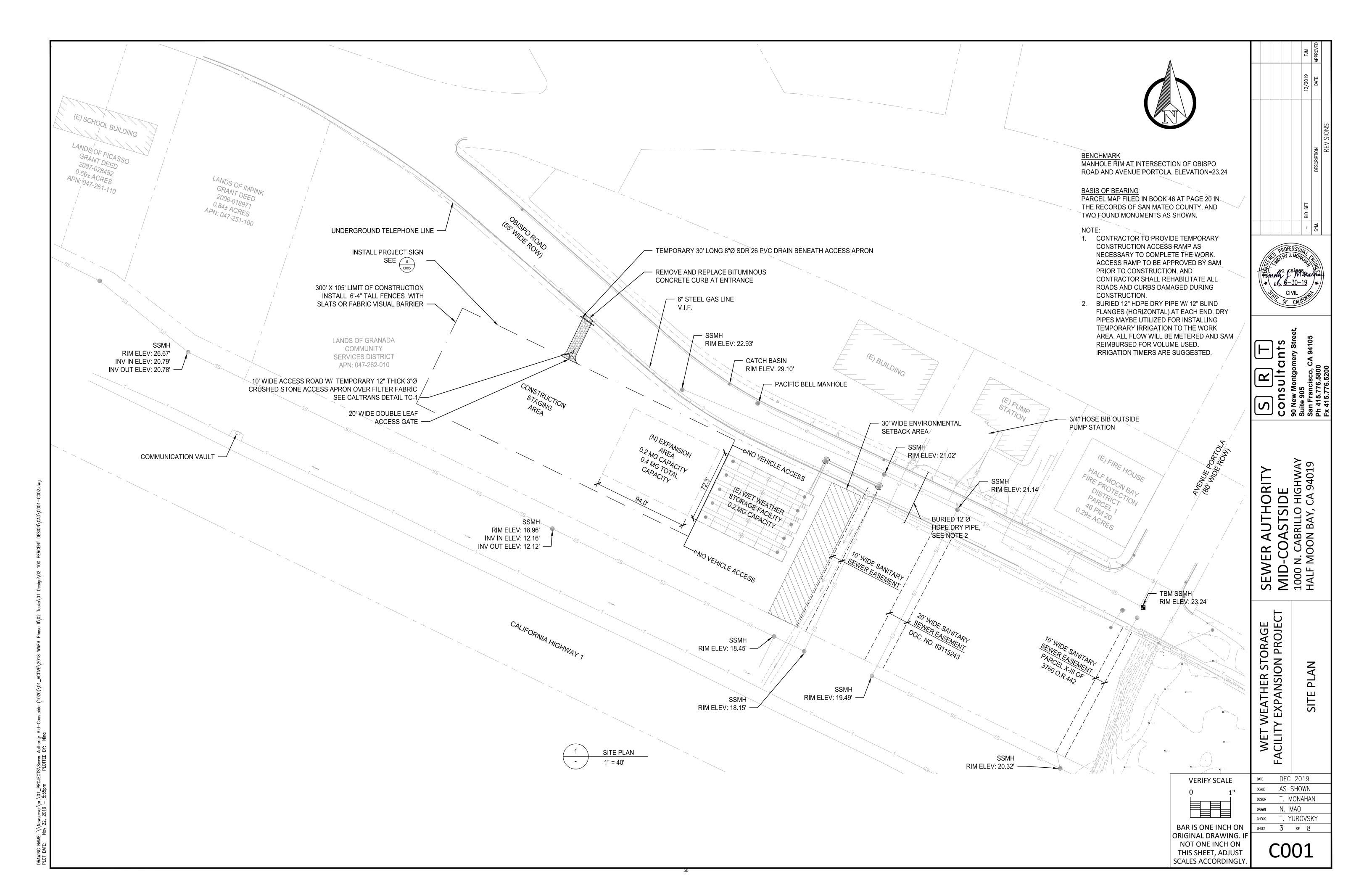
SPOT ELEVATION

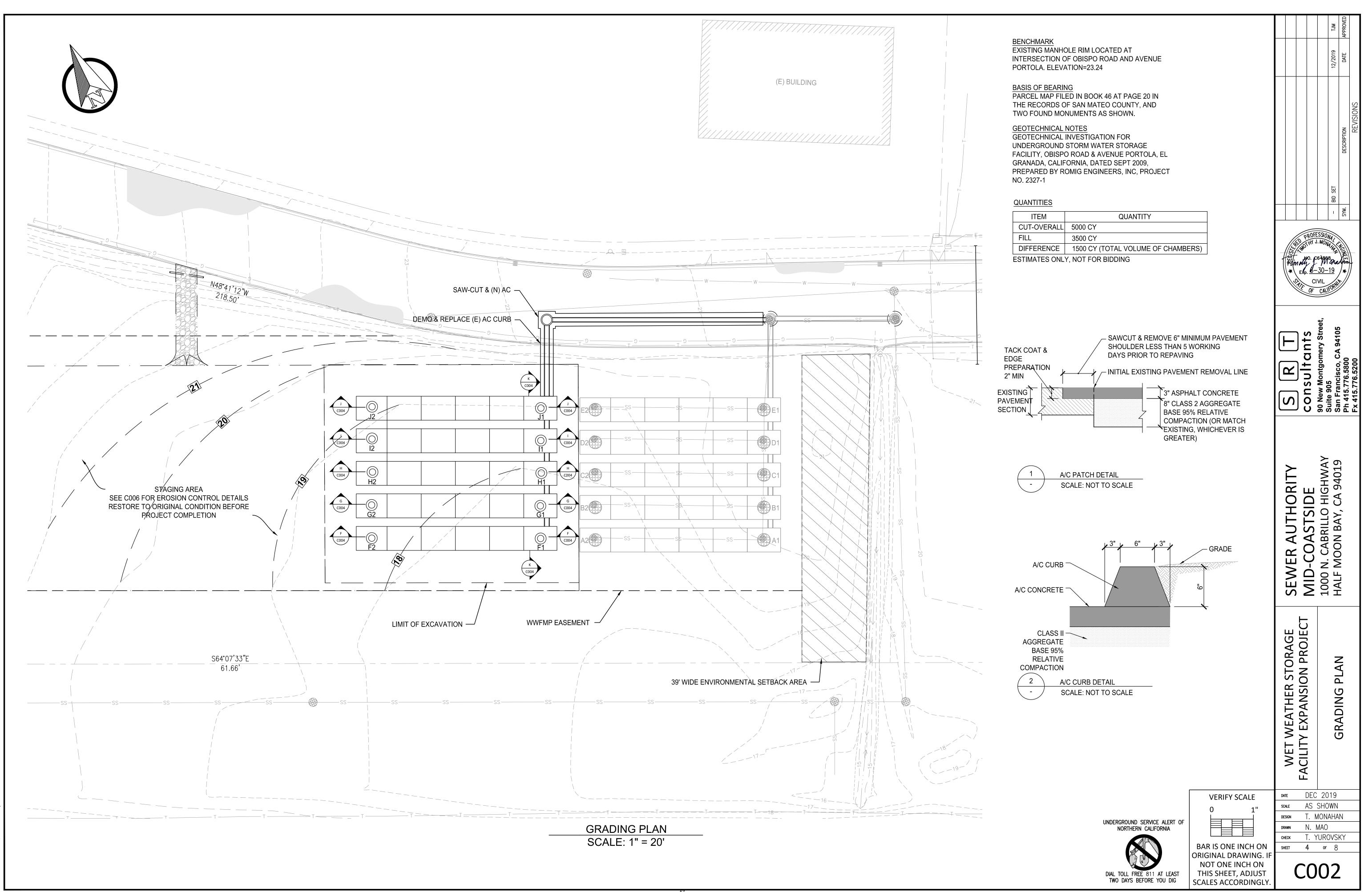
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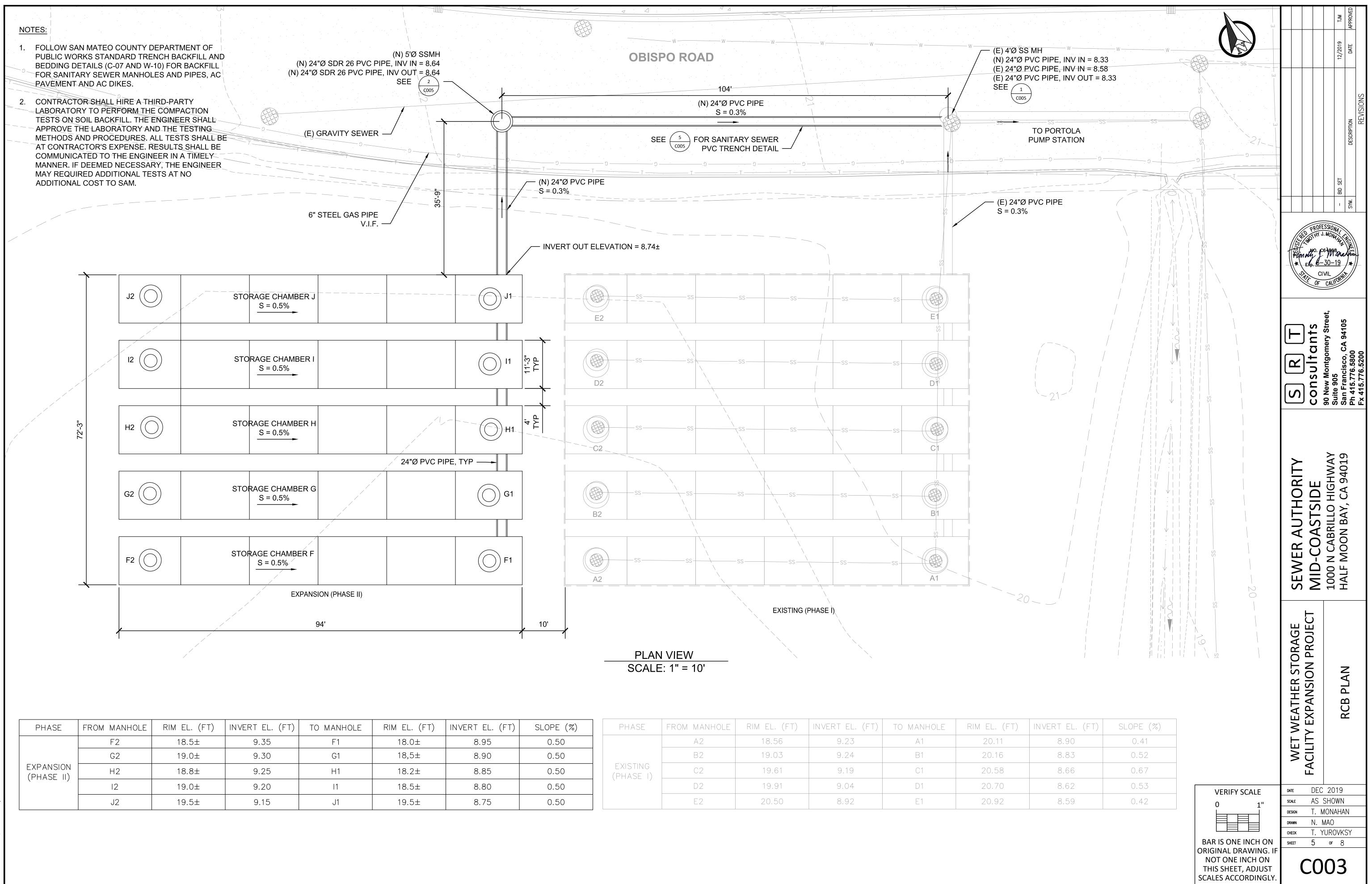
**TEMPORARY BENCH MARK** 

VALVE BLOCK

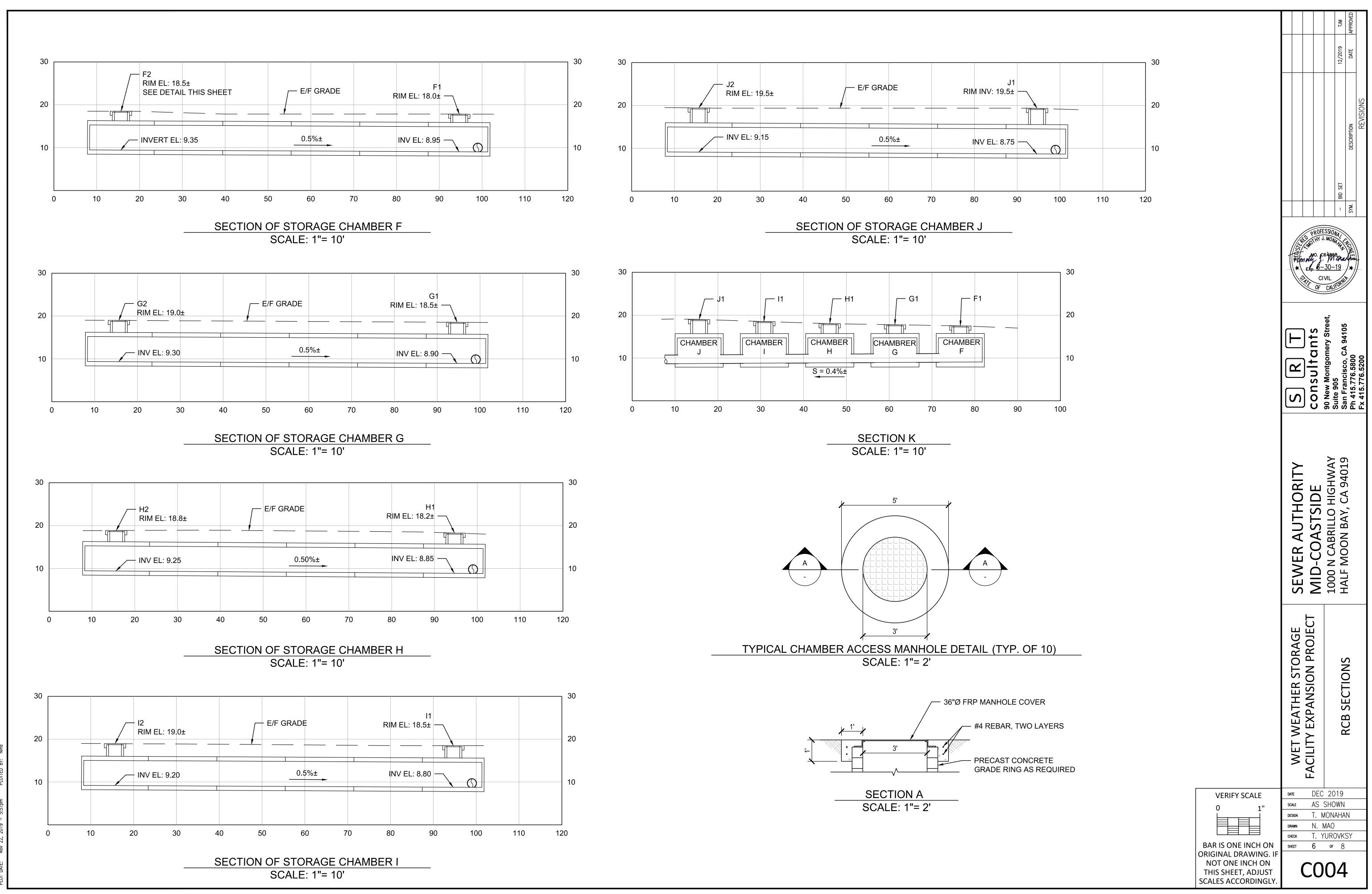




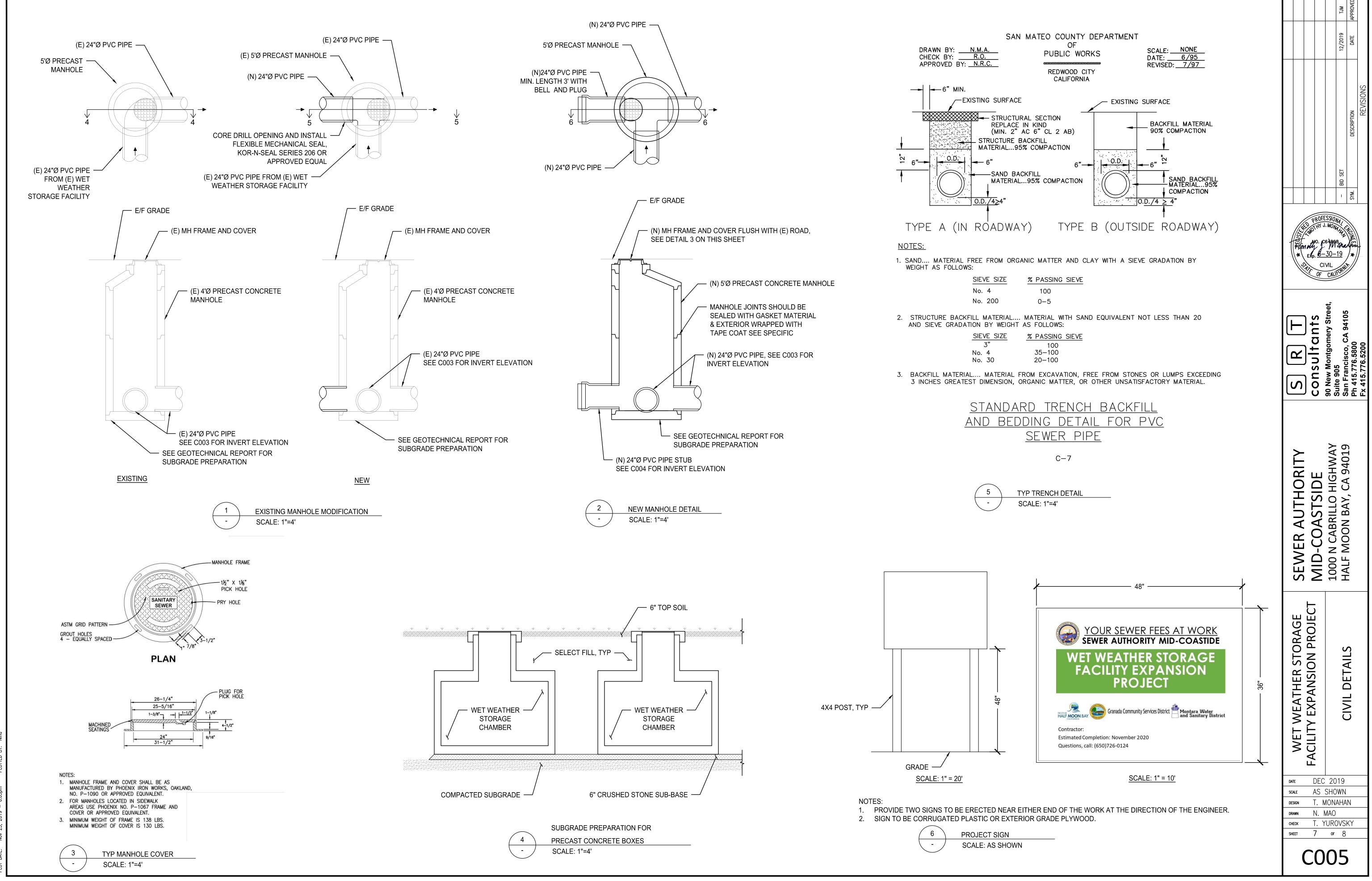




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	12		19.0±	9.20	11	18.5±	8.80	0.50		D2	19.91	9.04	D1	20.70
	J2		19.5±	9.15	J1	19.5±	8.75	0.50		E2	20.50	8.92	E1	20.92

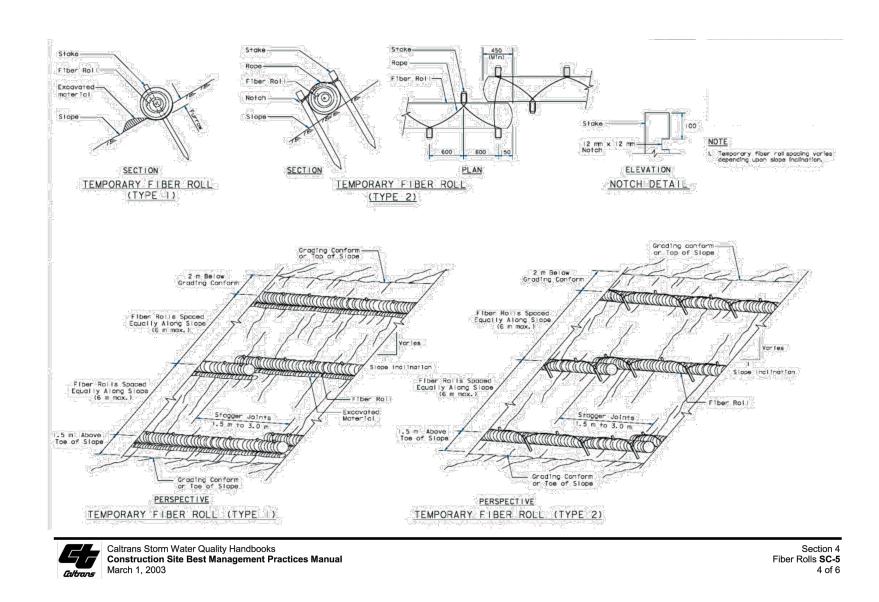


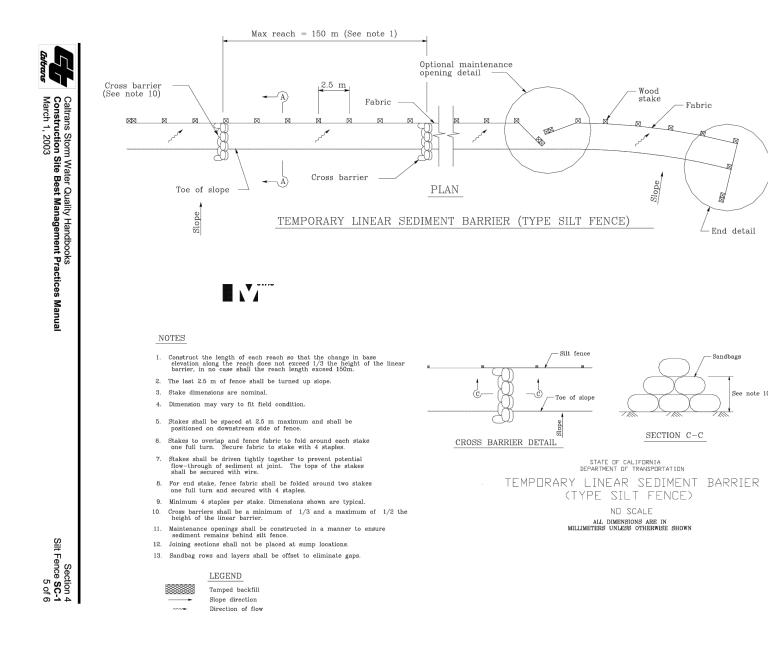
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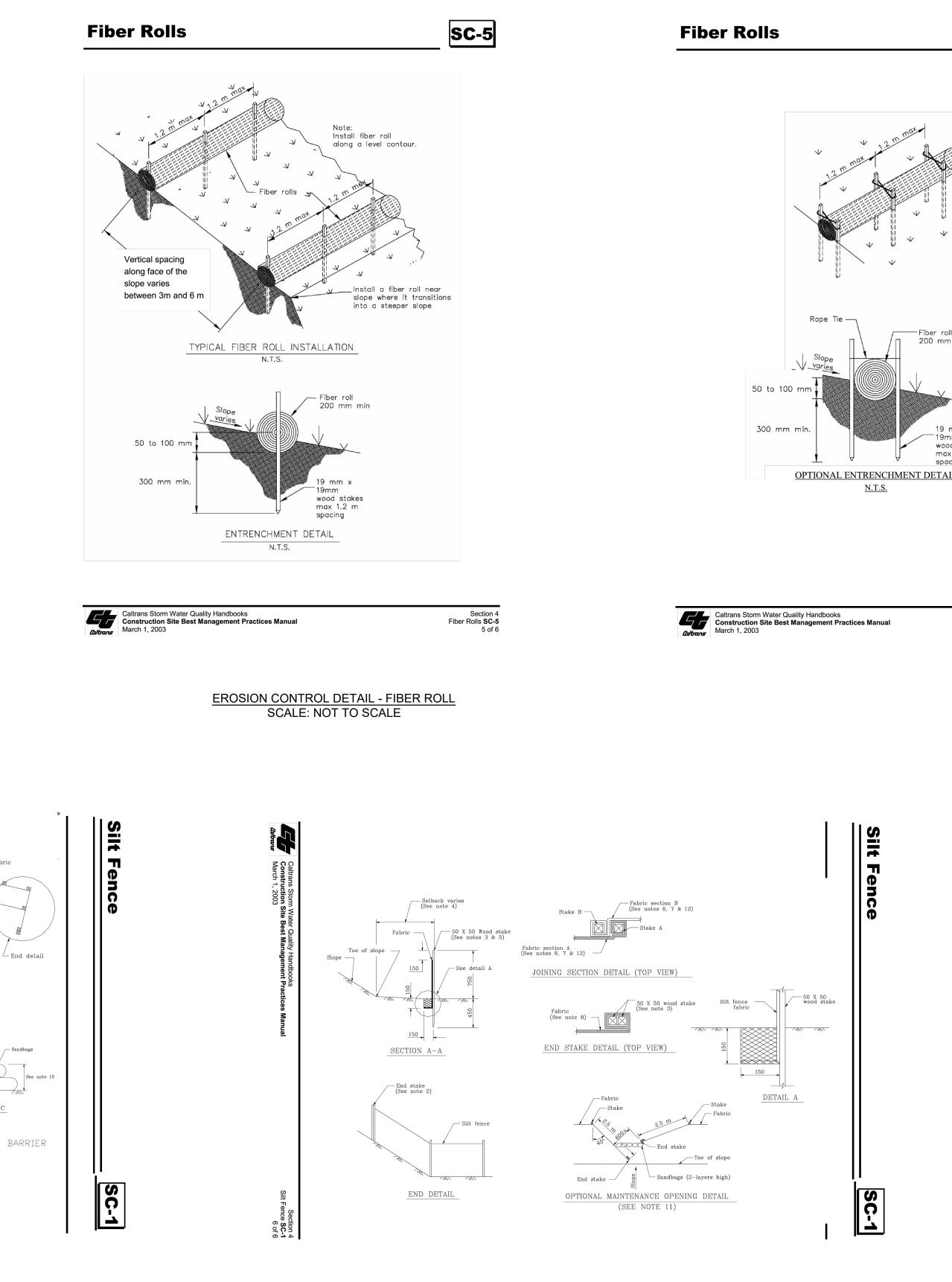
Fiber Rolls











EROSION CONTROL DETAIL - SILT FENCE SCALE: NOT TO SCALE

SC-5		12/2019 TJM DATE APPROVED
		DESCRIPTION REVISIONS
Fiber roll   200 mm min	RED PROFE	
19 mm x 19mm wood stakes max 1.2 m spacing (typ.) NT DETAIL Section 4 Fiber Rolls SC-5 6 of 6	S R T consultants	90 New Montgomery Street, Suite 905 San Francisco, CA 94105 Ph 415.776.5800 Fx 415.776.5200
6 of 6	SEWER AUTHORITY MID-COASTSIDE	1000 N CABRILLO HIGHWAY HALF MOON BAY, CA 94019
	FACILITY EXPANSION PROJECT	EROSION CONTROL DETAILS
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# SEWER AUTHORITY MID-COASTSIDE

# Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, Acting General Manager

SUBJECT: Authorize the Acting General Manager to Issue a Purchase Order in an Amount not to Exceed \$390,000 to Wastewater Management Specialists LLC, for Ongoing Organizational and Management Consultant Services

# Executive Summary

The purpose of this report is to authorize the Acting General Manager to issue a Purchase Order in an amount not to exceed \$390,000 to Wastewater Management Specialists LLC for ongoing organizational and management consultant services for the period of December 10, 2019 through December 31, 2020.

# Fiscal Impact

The fiscal impact is \$390,000. A mid-year budget adjustment will be taken to the Member Agencies at a later date.

# Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan's Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

# Background and Discussion/Report

On August 26, 2019, Wastewater Management Specialists LLC presented to the board its initial organizational and management evaluation of SAM and the next steps to be considered. Subsequently on October 28, 2019 Wastewater Management Specialists LLC made another presentation to the Board on future potential work. Detailed proposed scope of the work with deliverables through December 2020 is attached for discussion.

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BOARD MEMBERS:	
ALTERNATE MEMBERS:	

J. Blanchard D. Penrose M. Clark J. Harvey B. Dye D. Ruddock S. Boyd H. Rarback R. Lohman K. Slater-Carter A. Eisen

# Staff Recommendation

Staff recommends that the Board authorize the Acting General Manager to issue a Purchase Order in an amount not to exceed \$390,000 to Wastewater Management Specialists LLC for organizational and management consultant services for the period of December 10, 2019 through December 31, 2020.

# Supporting Documents

Attachment A: Scope of Work for Wastewater Management Specialists LLC.

BOARD	MEN	IBERS:

ALTERNATE MEMBERS:

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Wastewater Management Specialists, LLC Organizational Improvements Proposal Scope of Work for Sewer Authority Mid-Coastside December 9, 2019

Sewer Authority Mid-Coastside (SAM) engaged Wastewater Management Specialists LLC (WMS) to evaluate the organization and provide initial findings in the "Revised Draft Scope of Work for Professional Services – Wastewater Management Specialists LLC (WMS)" presented at the SAM Board of Directors meeting of July 25, 2019. WMS presented initial findings and recommendations to the SAM Board at their meeting of August 26, 2019. In response to the findings, the Board has requested WMS to continue to perform work to enhance the Board's ability to manage the organization.

At this time, the recruitment effort for a new General Manager is being addressed. <u>WMS staff</u> <u>will continue to provide management support to the General Manager and O&M staff as</u> <u>needed to maintain consistent service levels to the public.</u> If needed in the future, WMS will provide management level expertise and advice related to any recruitment needs.

Due to budget constraints, the SAM Interim General Manager, through direction from the Member Agency Managers, has proposed that WMS limit the Scope of Work based on available funding of \$390,000 for the period of December 10, 2019 through December 31, 2020. The following is a defined Scope of Work with identified "Deliverables" originally anticipated to be addressed by WMS in the upcoming two (2) years. The desire to reduce the budget will result in SAM receiving services towards some of their identified needs, however, several key items will not be accomplished due to limited time and budget ("Deliverables" in Bold Print and Underlined are included in the Limited Scope Requested and the "italicized" items are not included in the reduced scope for the period ending in December 2020).

The following are key areas to address based on Board direction and WMS findings along with "Deliverables" related to each identified area:

A. Financial Support – The required Annual Audit process is over two years behind schedule. On top of this there is ongoing disagreement between SAM and the Member Agencies (MA) regarding billing and receipts accuracy. The implementation of the new computerized financial management system (Tyler) has been somewhat rough, but it is functioning and with additional training it is believed this system is a great improvement over the past system in addressing the particular needs of SAM. Finally, with the recent elimination of the Administrative Services Supervisor position, there is a need for management level assistance in the day to day events related to the finance and human resources needs of SAM. As desired by the Board of Directors, WMS will continue work with SAM staff and MA staff to facilitate a joint effort to bring consensus and finalize the billing issues, work with SAM staff to find ways to satisfy the audit requirements, identify training opportunities for finance department staff involved with Tyler to attend and finally, work with SAM finance staff to positively identify Tyler challenges and get support in place to correct issues. All the above are items that will take multiple months of work and coordination. WMS will work with SAM management and finance staff to focus the effort. WMS will facilitate needed actions and keep forward motion to arrive at needed conclusions.

# Deliverables related to this item during the coming year:

- 1. <u>WMS will provide management expertise to facilitate and lead SAM and MAs to a</u> resolution of the past billing discrepancies. Exact timing of this effort is difficult to estimate, but the goal is completion by the end of the 1<sup>st</sup> quarter of 2020.
- <u>WMS will develop a training schedule for employees that work with the Tyler</u> accounting system. Completion of the schedule will be complete by February 15, 2020. Training should be complete within the 2020 calendar year with ongoing updates as the system evolves.
- 3. <u>WMS will provide ongoing management expertise, experience and advice to the</u> <u>General Manager related to all items financial and human relations, i.e. budget</u> <u>preparation and implementation, payroll and benefits, organizational structure,</u> <u>employee complaints, etc. This will be ongoing throughout the duration of the</u> <u>services provided by WMS.</u>

<u>\*FUTURE – IF AUTHORIZED (Start and Completion dates will shift based on timing of authorization):</u>

- 4. FUTURE WMS will provide management expertise, experience, advice and leadership to SAM staff in the development of needed policies and practices to ensure the finance and human relations needs of SAM are met and applied through standardized processes. This will involve the development of several SOPs, yet to be defined, and policies for staff to use and apply to all related situations. This work will begin immediately and completed by June 30, 2021.
- 5. FUTURE WMS will provide management expertise, experience, advice and leadership in the development of an improved budget format, using a "zero-based" budget format to provide clear and understandable financial information to the MAs and the public. This work will begin immediately and will provide substantial improvement in the FY 2020-21 budget development with expected improvements based on lessons learned in the FY 2021-22 budget preparation.
- 6. FUTURE WMS will provide management expertise, experience and advice in the development of improved financial reporting formats to provide clear and transparent information to SAM staff, the MAs, the SAM Board of Directors and the public. Current limitations on reporting will be improved upon in the short-term and, with the implementation of the OpenGov.com system with the FY2020-21 budget, an overhaul of the reports to meet the needs of those previously mention and with automated updates will be implemented. This work will be incorporated with development of the FY 2020-21

budget and the target date for final implementation is for the first quarter FY 2020-21 reporting or approximately November 1, 2020.

B. Communication and Trust – WMS has been working closely with SAM management staff to improve the level of communication to the MAs. Simple items such as short emails to all Board Members and MA Managers when a situation arises at SAM that could have community or financial impact are now being sent. The Interim SAM General Manager is holding monthly meetings with the MA Managers that have been open and positive with all working to arrive at the best solution for coastside residents.

# Deliverables related to this item during the coming year:

- 1. <u>WMS will provide management expertise, experience and advice to ensure</u> <u>communications are provided to the MA Managers and Board Members to build trust</u> <u>through open, consistent and accurate communication and interaction. This effort</u> <u>will be ongoing throughout the duration of the services provided by WMS.</u>
- 2. <u>WMS will provide management experience and advice to the Board and others to</u> <u>develop defined and clear routes of communication and direction for SAM</u> <u>Management. A workshop or other form of meeting to work as a team to define the</u> <u>roles of all involved with SAM is recommended and can be facilitated by WMS at the</u> <u>Board's direction. This effort should be addressed by the end of the current fiscal</u> <u>year</u>.
- C. Collection System Contracts and Operation The need to streamline the service contracts for collection systems maintenance work with SAM and the MAs, the MA Managers have asked to meet and look at the contractual status of the various MAs. It is believed that a common contract should be used for all of the collection system services provided by SAM. At the same time, SAM staff has expressed the desire and intent to provide the MAs with the level of service they expect. SAM staff believes they have the ability to perform above industry standard and want to work with the MAs to identify services not currently provided by SAM which SAM staff could provide if they had the proper equipment and training. The other option, if more cost effective, is for SAM to evaluate the benefit of managing subcontractors through the MA agreements to provide the needed services. WMS has scheduled meetings with SAM and the MA Managers to discuss the above and the first meeting was very successful WMS will facilitate discussion and work with all involved to develop the needed scope of work and contractual format to meet the needs of SAM and the MAs.

Deliverables related to this item during the coming year:

- 1. <u>WMS will provide management level experience and advice to SAM and will</u> <u>continue to lead the effort to finalize a standard contract for use with all MAs</u> <u>related to contracted collection systems work. The standard contract will be</u> <u>available for use with all contract renewals effective July 1, 2020</u>
- 2. <u>Related to the above, WMS will provide management expertise and advice to SAM</u> <u>Management to assist in negotiating and pricing the Scope of Work related to the</u> <u>needs of each individual MA's collection system with the same completion date.</u>
- 3. <u>WMS working with SAM staff, is providing expertise and advice in relation to odor</u> and corrosion control strategy in the collection system and at the treatment plant. <u>An initial evaluation of the forcemain sections of the IPS and related pump/lift</u> stations has been completed and a draft report presented to SAM staff. Phase 2 of the work will involve evaluation of the gravity sewers from the IPS and from Half Moon Bay along with the treatment plant. WMS will provide expert direction for consideration by SAM in regard to the needs and methods to control not only odors, but especially corrosion of SAM assets. This effort requires collection of data during the warmest and driest times of the year and a final report and recommendations will be complete by December 31, 2020.

<u>\*FUTURE – IF AUTHORIZED (Start and Completion dates will shift based on timing of authorization):</u>

- **4.** FUTURE WMS will provide management expertise, advice and leadership in the development of the SAM Collections Crew and services provides. This will start with leading the development and ultimate implementation of the Process Control Management Program for the Collections Services and identifying the most cost effective and efficient methods to provide the services required by each MA. This effort will also evaluate service improvements and implementation approach for the best means of meeting MA's needs. This will be a 2-year effort and will be fully implemented prior to December 31, 2021.
- D. WMS began the process of a complete evaluation of the SAM system related to capital facilities and equipment condition, operation and maintenance procedures, staffing and organizational structure in October. The first step was a "due diligence" walk through of the treatment plant to identify needed repairs, replacements and improvements. That effort needs to continue through the IPS and the lift stations that SAM manages. The evaluation process will take many months and WMS is working to identify the best approach and improve SAM's overall operation while providing the ratepayers the best value for the money spent.

Deliverables related to this item during the coming year:

- 1. <u>WMS will provide a "preliminary plant equipment only" estimate of cost for</u> <u>capital improvement or replacement needs in the next 5 years. This effort will be</u> <u>presented at as an addition to the WMS Monthly report at the December 9, 2019</u> <u>Board Meeting.</u>
- 2. WMS will continue the Capital Improvements evaluation addressed in Item #1 above by performing a complete evaluation of the treatment plant, IPS, collections system and miscellaneous systems to develop an accurate 5-year Capital Improvement Plan that is useable to determine expected costs of keeping the facilities in acceptable condition and able to meet their defined purpose in the near future. A 10-year Capital Improvement Estimate will also be developed to provide a look into the future for SAM and the MAs in anticipation of things to come. WMS will provide management and process expertise in developing the above plans in a manner that the information is useable for all and in a format that can be updated by SAM staff on an annual basis in the future to maintain a useable and reliable tool. Development of this work product is expected to be complete by December 31, 2020.
- 3. <u>WMS will provide management level expertise, experience and advice in</u> <u>development of a proper organizational structure for all SAM groups, along with</u> <u>development of management skills in existing SAM leadership through mentoring</u> <u>and, as needed, training through WMS or WMS recommended outside training</u> <u>opportunities. This will be an ongoing long-term process through the term of</u> <u>WMS services.</u>
- 4. <u>WMS will provide management level expertise, advice and leadership in the</u> <u>development of a SAM wide succession plan to address needs related to an aging</u> <u>workforce and development of skills needed to continue all SAM operations as</u> <u>staff leaves for retirement or other reasons. This will address development of</u> <u>skills in all levels of the organization and provide training and short-term</u> <u>opportunities for personnel to grow their skills and fill future promotional</u> <u>opportunities. This program will be developed and put in place by December 31,</u> <u>2020.</u>

# <u>\*FUTURE – IF AUTHORIZED (Start and Completion dates will shift based on timing of authorization):</u>

**5.** FUTURE - WMS will provide management expertise, advice and leadership in the development and implementation of the treatment plant Process Control Management Program to ensure the treatment facility is being operated and maintained in a consistent fashion and developed in a manner that provides staff ownership of the program. This will be a 2-year effort and will be fully implemented prior to December 31, 2021.

6. FUTURE - WMS will provide expertise, advice and leadership in development of a Recycled Water program to meet the needs of SAM and both currently identified and other potential users. Earlier work has been done on this item and will require review to determine its applicability to current standards and needs. Development of a program will require coordination with affected utilities, Member Agencies and potential end users, design, construction, start-up and training services that can be coordinated and directed by WMS as desired by the SAM Board. The initial program will be developed by June 30, 2021 and further needs will be implemented as directed.

# <u>\*FUTURE – IF AUTHORIZED (Start and Completion dates will shift based on timing of authorization):</u>

E. The final item is implementation of the above work. At the SAM Board of Directors' discretion, WMS will provide the needed expertise and leadership to implement and direct work associated with the identified plans and programs. This work will be contingent on the Boards direction and will be completed during the same time period as other WMS services through December 31, 2021 and at no additional cost to SAM above the proposed total program cost.

The work effort of WMS is broad and complicated as there are multiple moving pieces that effect the operation of SAM daily. WMS looks forward to the SAM Board of Directors making the long-term commitment to implement programs that will develop SAM into a highly functional and top-rated organization. WMS is laying the foundation for that work to be built upon through current efforts.

WMS will provide a presentation related to this work at the SAM Board meeting on December 9, 2019 with three funding options for consideration and looks forward to building on the work performed to date.

\*Italicized items are not included in the \$390k Scope of Work identified for December 10, 2019 through December 31, 2020.



# SEWER AUTHORITY MID-COASTSIDE

# Staff Report

SUBJECT:	Approve Employment Agreement with General Manager
FROM:	Carl P. A. Nelson, General Counsel
TO:	Honorable Board of Directors

# Executive Summary

The purpose of this report is to provide information in support of consideration by the Board of Directors of the approval and authorize the execution of an employment agreement with Kishen Prathivadi for him to serve as General Manager.

# Fiscal Impact

The salary set forth in the proposed agreement is the same amount that the Acting General Manager was/is being paid, and the same amount that was paid to the previous General Manager, who resigned in June 2019; the other benefits are essentially the same as have been available for Mr. Prathivadi's position as the Engineering and Construction Contracts Manager.

# Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

# Background and Discussion/Report

Pursuant to direction given by the Board in closed session, General Counsel and Labor Counsel negotiated with Mr. Prathivadi the terms of an Employment Agreement. The version of the Agreement attached to this Memo as Attachment A is acceptable to Mr. Prathivadi.

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-
Carter ALTERNATE MEMBERS: Eisen	S. Boyd J. Harvey	M. Clark H. Rarback	А.

# **Recommendation**

General Counsel recommends that the Board discuss and approve the Employment Agreement with General Manager and authorize its execution by the Board Chair.

# Supporting Documents

Attachment A:Clean version of proposed Employment AgreementAttachment B:Bracketed version of proposed Employment Agreement

BOARD MEMBERS:	J. Blanchard D. Penrose		B. Dye D. Ruddock	R. Lohman K. Slater-
Carter ALTERNATE MEMBERS: Eisen	S. Boyd J. Harvey	71	M. Clark H. Rarback	А.

# GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS GENERAL MANAGER EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into on December 10, 2019, by and between the SEWER AUTHORITY MID-COASTSIDE, a Joint Powers Authority formed in pursuant to provisions of Title 1, Division 7, Chapter 5 of the Government Code of the State of California ("SAM"), and KISHEN PRATHIVADI ("Manager"), and collectively hereinafter referred to as "Parties" or "the Parties".

# **RECITALS:**

A. SAM desires to employ the services of Manager as General Manager of SAM;

B. It is the desire of the Board of Directors of SAM (the "Board"), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Manager;

C. Manager desires to accept employment as General Manager of SAM.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

# Section 1. <u>Appointment</u>

SAM hereby appoints Manager to the position of General Manager, effective December 10, 2019 ("Effective Date"). It is understood and agreed that as of Effective Date Manager shall, and does, hold position of employment as such at the will and pleasure of the General Manager and shall not have nor acquire a property interest or right to continuing employment except as described below.

# Section 2. <u>Compensation</u>

A. <u>Salary</u>. Manager's annual salary shall be the gross sum of \$225,524, payable according to SAM's payment procedures for other SAM employees.

**B.** <u>Paid Leave Accruals and Holidays</u>. All provisions of the ordinances, regulations, policies and rules of the District specifically relating to vacation and sick leave, holidays, and other paid leaves of absence as they now exist or thereafter may be amended, which apply to Unrepresented Employees, except as otherwise set forth herein, also shall apply to Manager.

C. <u>Management Leave</u>. Manager is entitled to 60 hours of management leave per calendar year, beginning on January 1, 2020. This leave is in lieu of Administrative Leave, which applies to other Unrepresented Employees, and is intended to compensate Manager for evening meetings and other events he is required to attend outside SAM's regular business hours. However, Manager may not accrue more than 60 hours of management leave. When his management leave accrual reaches 60 hours, he will cease to accrue management leave until and only to the extent that his accrued management leave drops below the accrual cap. Subject to this

management leave accrual cap, Manager may carry over from year to year any accrued and unused management leave.

**D.** <u>**District Vehicle**</u>. Manager shall have access to a SAM vehicle, which may be used for field visits and business-related travel.

**E.** <u>**PERS**</u> <u>**Contribution/Deferred**</u> <u>**Compensation**</u>. Manager may participate in SAM's CalPERS retirement plan, consistent with applicable law, and under the same terms and conditions that apply to other SAM Unrepresented Employees. The terms of the contract between SAM and CalPERS and applicable law shall govern the eligibility for and level of benefits to which Manager is entitled. Manager will also be eligible, but shall not be required, to participate in SAM's deferred compensation plan.

F. <u>Medical, Dental and Vision Insurance</u>. SAM shall provide, at no cost to Manager, up to full family coverage in the medical insurance plan offered by SAM and selected by Manager, dental insurance plan and vision insurance plan as offered to other Unrepresented Employees, to the extent Manager has any eligible dependents.

**G.** <u>Life Insurance</u>. SAM will provide to Manager a group term life insurance policy whose value shall be one and one half (1.5) times his annual base salary. SAM will pay the monthly premium for such coverage.

**H.** <u>Professional Development</u>. SAM agrees to budget and pay for professional licenses, dues, conferences, and subscriptions on behalf of Manager which it determines are reasonably necessary for the continuation and full participation in professional associations. Conference attendance will require prior Board approval. This is in lieu of the Annual Allowance, which applies to other Unrepresented Employees.

I. <u>Technology Allowance</u>. Manager may submit requests for expenditures on technology (e.g., laptop computer, desktop computer, tablet, smartphone, etc.) for up to two thousand dollars (\$2,000.00) every two years. This is in lieu of the Annual Allowance, which applies to other Unrepresented Employees.

### Section 3. <u>Regular Work Week</u>

Manager is hired to perform the work of General Manager and the exact hours worked in any particular week shall be adjusted by Manager as necessary to meet the essential needs of SAM and the responsibilities of its General Manager. It is the expectation of both parties to this Agreement that Manager will be at SAM or otherwise engaged on SAM business five days per week. However, Manager expressly agrees that this Agreement requires his services as necessary to successfully perform the duties of General Manager, irrespective of the number of days per week he may find necessary to perform such duties.

### Section 4. <u>Term of Agreement</u>

This Agreement shall commence on December 10, 2019 and shall remain in effect until June 30, 2021, or until terminated by either party or both parties pursuant to Section 5. Upon written agreement by the parties, this Agreement may be extended for additional one-year periods. Nothing in this Agreement shall prevent, limit or otherwise interfere with (a) Manager's at-will status; (b) the right of the Board to terminate the services of Manager as provided herein; and (c) the right of Manager to resign from his position as provided herein.

### Section 5. <u>Termination of Services</u>

Manager shall serve at the will and sole pleasure of the Board. Either the Board or Manager may terminate this Agreement at any time with or without cause and with or without the need of any explanation or cause, subject to the following provisions.

### A. <u>Termination without Cause by the Board</u>

In the event that the Board elects to terminate Manager without cause, and notwithstanding the term of this Agreement, it shall provide him with advance written notification and severance pay as defined herein. In the event the Board terminates Manager without cause, Manager shall be entitled to severance pay which shall be calculated using the amount equal to the monthly base pay, as defined in Section 2(A), multiplied by two or the number of months remaining until and through June 30, 2020, whichever is less. Any severance payment shall exclude all other benefits, such as retirement, health, vision, and dental benefits. In addition, vacation and sick leave accrual shall immediately cease upon the date of SAM's notification to Manager that his employment will be terminated. The severance pay shall be computed from the effective date of Manager's termination. The intent of these provisions is to comply with Government Code section 53260.

Notwithstanding any other provision of this Agreement, if Manager is convicted of a crime involving an abuse of his office or position, he shall fully reimburse to SAM any cash settlement (including, but not limited to, any severance payment received under Section 5(A), above). "Abuse of office or position" has the same definition as contained in Government Code section 53243.4.

### B. <u>Termination For Cause by the Board</u>

The Board reserves the right to terminate this Agreement immediately and for cause, at any time and without providing any advance notice if, in the sole opinion of the Board: Manager has willfully breached this Agreement, has neglected the duties that he is required to perform under it, has committed any act of dishonesty, fraud, misrepresentation, or moral turpitude, has failed to obey the lawful direction of the Board, has acted in any way that has a substantial and adverse effect on SAM's reputation; or upon the occurrence of an event disqualifying Manager from public office under the California Constitution, statutes, or regulations; or upon the disability of Manager as a result of which he is not able to perform the essential functions of the position with or without reasonable accommodation. If the Board terminates Manager for cause, Manager shall not be

entitled to any pay other than that due and owing to him as of his final day of work, provided that payment of such compensation shall not bar SAM's recovery of such damages as may accrue to SAM under the circumstances, nor shall termination for cause preclude SAM from exercising any other right or remedy it may have, whether in law or equity, which may accrue to SAM under the circumstances giving rise to such termination, or otherwise.

Notwithstanding the use of the term "cause" herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of Manager or affect SAM's right to terminate the employment of Manager with or without cause in accordance with this Agreement.

### C. <u>Termination by Manager</u>

This Agreement may be terminated by Manager by providing a minimum of 30 calendar days advance written notice of such termination to the Board. Notice shall be given to the Board at 1000 N. Cabrillo Highway, P.O. Box 3100, Half Moon Bay, CA 94019. The Board reserves the right to advance any termination date selected by Manager. In the event Manager terminates his employment, he shall remain on regular duty at SAM (and not on vacation or otherwise absent) from the date of notification up to the effective date of termination, to assist the transition to any interim management arrangements that may be determined by the Board. There shall be no severance or other remuneration in any form related to termination in accordance with this section.

In the event Manager terminates his employment under this Agreement, the provisions of this Agreement and all compensation and benefits owed Manager under it, shall cease upon the effective date of such termination.

### D. <u>Mutual Termination; Return to Prior Job Classification Upon Termination or</u> <u>Expiration of Agreement</u>

If Manager and the Board agree to mutually terminate this Agreement prior to the expiration of its term, or upon the expiration of this Agreement, Manager shall be re-assigned to the job classification that Manager held immediately prior to the Effective Date of this Agreement and afforded all the compensation and benefits to other Unrepresented Employees, except as may be otherwise limited by this Agreement or which may be duplicative through operation of this Agreement together with the Unrepresented Employee Manual. In either of these circumstances, Manager shall not be entitled to any severance pay as otherwise would be provided to Manager under Section 5(A) of this Agreement or salary as General Manager under this Agreement other than that due and owing to him as of his final day of work as General Manager.

### Section 6. <u>Professional Performance; Performance Review</u>

Manager shall perform the duties of General Manager and other such duties and functions as the Board shall from time and time assign or by law. Manager agrees to perform such duties in a professional, workmanlike and businesslike manner in accordance with standards of quality satisfactory to the Board.

The Board may, from time to time, review and evaluate the performance of Manager. Said review and evaluation will include specific criteria, which criteria may be modified by the Board as it may from time to time determine, provided that it is made available by the Board to Manager prior to the period during which Manager is to be evaluated.

### Section 7. <u>Compliance with Law</u>

Manager shall, during his employment hereinunder, comply with all laws and regulations applicable to such employment. Failure to comply with all laws and regulations applicable to such employment shall constitute a material breach of this Agreement.

### Section 8. <u>Indemnity and Defense</u>

SAM agrees to extend to Manager, as to any action or proceeding brought on account of any act or omission of Manager within the scope of his employment with SAM, those rights of indemnification, including the right that SAM pay any judgment or any compromise or settlement of an action, and the right to provision for a defense of actions or proceedings, as are provided for employees of a public entity by the provisions of Division 3.6 of Title 1 of the California Government Code and the then applicable SAM policy on defense against criminal proceedings related to alleged violations of certain environmental laws.

### Section 9. <u>Materials and Supplies</u>

SAM agrees to provide to Manager the equipment, supplies, and materials reasonably necessary to accomplish his duties as General Manager. This is in lieu of the Annual Allowance, which applies to other Unrepresented Employees. SAM will also provide the necessary administrative and clerical assistance to support the activities required by this Agreement.

### Section 10. Merger, Amendments, Waiver

This Agreement constitutes the complete understanding between the Parties and supersedes any and all prior agreements or other promises between the Parties, or any and all other inducements, no matter what its or their form, concerning its subject matter. No promises or agreements made simultaneously with or subsequent to the execution of this Agreement regarding the subject matter of this Agreement shall be binding unless reduced to writing and signed by each of the parties or its/his authorized representative.

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by each of the parties or its/his authorized representative.

This Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that Manager may not assign Manager's obligations hereunder.

#### Section 11. **Severability**

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion of thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

#### Section 12. Enforcement

Any action to enforce a provision of this Agreement shall be brought in the Superior Court of California, County of San Mateo and shall be governed by the laws of the State of California, provided that nothing in this Agreement shall be construed to excuse the need to exhaust administrative remedies.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the date set forth above.

### SEWER AUTHORITY MID-COASTSIDE

GENERAL MANAGER

By: \_\_\_\_\_\_Chair, Board of Directors

By:\_\_\_\_\_ Kishen Prathivadi

Countersigned

By:

Secretary, Board of Directors

### GENERAL MANAGER EMPLOYMENT AGREEMENT

THIS GENERAL MANAGER EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into on December 10, 2019, by and between the SEWER AUTHORITY MID-COASTSIDE, a Joint Powers Authority formed in pursuant to provisions of Title 1, Division 7, Chapter 5 of the Government Code of the State of California ("SAM"), and KISHEN [PRATHIVADI] ("Manager"), and collectively hereinafter referred to as "Parties" or "the Parties".

### **RECITALS:**

A. SAM desires to employ the services of Manager as General Manager of SAM;

B. It is the desire of the Board of Directors of SAM (the "Board"), to provide certain benefits, establish certain conditions of employment and to set working conditions of said Manager;

C. Manager desires to accept employment as General Manager of SAM.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### Section 1. <u>Appointment</u>

SAM hereby appoints Manager to the position of General Manager, effective [November 26][December 10], 2019 ("Effective Date"). It is understood and agreed that as of Effective Date Manager shall, and does, hold position of employment as such at the will and pleasure of the General Manager and shall not have nor acquire a property interest or right to continuing employment except as described below.

### Section 2. <u>Compensation</u>

A. <u>Salary</u>. Manager's annual salary shall be the gross sum of \$[225,524], payable according to SAM's payment procedures for other SAM employees.

**B.** <u>Paid Leave Accruals and Holidays</u>. All provisions of the ordinances, regulations, policies and rules of the District specifically relating to vacation and sick leave, [management leave,] holidays, and other paid leaves of absence as they now exist or thereafter may be amended, which apply to Unrepresented Employees, except as otherwise set forth herein, also shall apply to Manager.

C. <u>Management Leave</u>. [Based on his time employed at SAM,] Manager is entitled to [60] hours of management leave per calendar year, beginning on January 1, 2020. This leave [is in lieu of Administrative Leave, which applies to other Unrepresented Employees, and] is intended to compensate Manager for evening meetings and other events he is required to attend outside SAM's regular business hours. However, Manager may not accrue more than [60] hours of management leave. When his management leave accrual reaches [60] hours, he will cease to

accrue management leave until and only to the extent that his accrued management leave drops below the accrual cap. Subject to this management leave accrual cap, Manager may carry over from year to year any accrued and unused management leave.

**D.** <u>**District Vehicle**</u>. Manager shall have access to a SAM vehicle, which may be used for field visits and business-related travel.

E. <u>PERS Contribution/Deferred Compensation</u>. Manager may participate in SAM's CalPERS retirement plan, consistent with applicable law, and under the same terms and conditions that apply to other SAM Unrepresented Employees. The terms of the contract between [the] SAM and CalPERS [and applicable law] shall govern the eligibility for and level of benefits to which Manager is entitled. Manager will also be eligible, but shall not be required, to participate in SAM's deferred compensation plan.

F. <u>Medical, Dental and Vision Insurance</u>. SAM shall provide, at no cost to Manager, up to full family coverage in the [Kaiser] medical insurance plan [offered by SAM] and [selected by Manager,] [the] dental insurance plan and vision insurance plan [SAM offers] [as offered] to other Unrepresented Employees, to the extent Manager has any eligible dependents. [SAM shall also provide at no cost to Manager up to full family coverage in any vision insurance plan SAM offers to other Unrepresented Employees, to the extent Manager has any eligible dependents.]

**G.** <u>Life Insurance</u>. SAM will provide to Manager a group term life insurance policy whose value shall be one and one half (1.5) times his annual base salary. SAM will pay the monthly premium for such coverage.

**H.** <u>Professional Development</u>. SAM agrees to budget and pay for professional licenses, dues, conferences, and subscriptions on behalf of Manager which it determines are reasonably necessary for the continuation and full participation in professional associations. Conference attendance will require prior Board approval. [This is in lieu of the Annual Allowance, which applies to other Unrepresented Employees.]

I. <u>Technology Allowance</u>. Manager may submit requests for expenditures on technology (e.g., laptop computer, desktop computer, tablet, smartphone, etc.) for up to two thousand dollars (\$2,000.00) every two years. [This is in lieu of the Annual Allowance, which applies to other Unrepresented Employees.]

## Section 3. <u>Regular Work Week</u>

Manager is hired to perform the work of General Manager and the exact hours worked in any particular week shall be adjusted by Manager as necessary to meet the essential needs of SAM and the responsibilities of its General Manager. It is the expectation of both parties to this Agreement that Manager will be at SAM or otherwise engaged on SAM business five days per week. However, Manager expressly agrees that this Agreement requires his services as necessary

to successfully perform the duties of General Manager, irrespective of the number of days per week he may find necessary to perform such duties.

### Section 4. <u>Term of Agreement</u>

This Agreement shall commence on December 10, 2019 and shall remain in effect until June 30, 2021, or until terminated by either party or both parties pursuant to Section 5. Upon written agreement by the parties, this Agreement may be extended for additional one-year periods. Nothing in this Agreement shall prevent, limit or otherwise interfere with (a) Manager's at-will status; (b) the right of the Board to terminate the services of Manager as provided herein; and (c) the right of Manager to resign from his position as provided herein.

### Section 5. <u>Termination of Services</u>

Manager shall serve at the will and sole pleasure of the Board. Either the Board or Manager may terminate this Agreement at any time with or without cause and with or without the need of any explanation or cause, subject to the following provisions.

### A. <u>Termination without Cause by the Board</u>

In the event that the Board elects to terminate Manager without cause, and notwithstanding the term of this Agreement, it shall provide him with advance written notification and severance pay as defined herein. In the event the Board terminates Manager without cause, Manager shall be entitled to severance pay which shall be calculated using the amount equal to the monthly base pay, as defined in Section 2(A), multiplied by two or the number of months remaining until [and through] June 30, 2020, whichever is less. Any severance payment shall exclude all other benefits, such as retirement, health, vision, and dental benefits. In addition, vacation and sick leave accrual shall immediately cease upon the date of SAM's notification to Manager that his employment will be terminated. The severance pay shall be computed from the effective date of Manager's termination. The intent of these provisions is to comply with Government Code section 53260.

Notwithstanding any other provision of this Agreement, if Manager is convicted of a crime involving an abuse of his office or position, he shall fully reimburse to SAM any cash settlement (including, but not limited to, any severance payment received under Section 5(A), above). "Abuse of office or position" has the same definition as contained in Government Code section 53243.4.

### B. <u>Termination For Cause by the Board</u>

The Board reserves the right to terminate this Agreement immediately and for cause, at any time and without providing any advance notice if, in the sole opinion of the Board: Manager has willfully breached this Agreement, has neglected the duties that he is required to perform under it, has committed any act of dishonesty, fraud, misrepresentation, or moral turpitude, has failed to obey the lawful direction of the Board, has acted in any way that has a substantial and adverse effect on SAM's reputation; or upon the occurrence of an event disqualifying Manager from public office under the California Constitution, statutes, or regulations; or upon the disability of Manager as a result of which he is not able to perform the essential functions of the position with or without reasonable accommodation. If the Board terminates Manager for cause, Manager shall not be

entitled to any pay other than that due and owing to [him] as of his final day of work, provided that payment of such compensation shall not bar SAM's recovery of such damages as may accrue to SAM under the circumstances, nor shall termination for cause preclude SAM from exercising any other right or remedy it may have, whether in law or equity, which may accrue to SAM under the circumstances giving rise to such termination, or otherwise.

Notwithstanding the use of the term "cause" herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of Manager or affect SAM's right to terminate the employment of Manager with or without cause in accordance with this Agreement.

### C. <u>Termination by Manager</u>

This Agreement may be terminated by Manager by providing a minimum of 30 calendar days advance written notice of such termination to the Board. Notice shall be given to the Board at 1000 N. Cabrillo Highway, P.O. Box 3100, Half Moon Bay, CA 94019. The Board reserves the right to advance any termination date selected by Manager. In the event Manager terminates his employment, he shall remain on regular duty at SAM (and not on vacation or otherwise absent) from the date of notification up to the effective date of termination, to assist the transition to any interim management arrangements that may be determined by the Board. There shall be no severance or other remuneration in any form related to termination in accordance with this section.

In the event Manager terminates his employment under this Agreement, the provisions of this Agreement and all compensation and benefits owed Manager under it, shall cease upon the effective date of such termination.

### D. <u>Mutual Termination; Return to Prior Job Classification Upon Termination or</u> <u>Expiration of Agreement</u>

If Manager and the Board agree to mutually terminate this Agreement prior to the expiration of its term, or upon the expiration of this Agreement, Manager shall be re-assigned to the job classification that Manager held immediately prior to the Effective Date of this Agreement and afforded all the compensation and benefits to other Unrepresented Employees, except as may be otherwise limited by this Agreement or which may be duplicative through operation of this Agreement together with the Unrepresented Employee Manual. In either of these circumstances, Manager shall not be entitled to any severance pay as otherwise would be provided to Manager under Section 5(A) of this Agreement or salary as General Manager under this Agreement other than that due and owing to [him] as of his final day of work as General Manager.

### Section 6. <u>Professional Performance; Performance Review</u>

Manager shall perform the duties of General Manager and other such duties and functions as the Board shall from time and time assign or by law. Manager agrees to perform such duties in a professional, workmanlike and businesslike manner in accordance with standards of quality satisfactory to the Board.

The Board may, from time to time, review and evaluate the performance of Manager. Said review and evaluation will include specific criteria, which criteria may be modified by the Board as it may from time to time determine, provided that it is made available by the Board to Manager prior to the period during which Manager is to be evaluated.

### Section 7. <u>Compliance with Law</u>

Manager shall, during his employment hereinunder, comply with all laws and regulations applicable to such employment. Failure to comply with all laws and regulations applicable to such employment shall constitute a material breach of this Agreement.

### Section 8. <u>Indemnity and Defense</u>

SAM agrees to extend to Manager, as to any action or proceeding brought on account of any act or omission of Manager within the scope of his employment with SAM, those rights of indemnification, including the right that SAM pay any judgment or any compromise or settlement of an action, and the right to provision for a defense of actions or proceedings, as are provided for employees of a public entity by the provisions of Division 3.6 of Title 1 of the California Government Code and the then applicable SAM policy on defense against criminal proceedings related to alleged violations of certain environmental laws.

### Section 9. <u>Materials and Supplies</u>

SAM agrees to provide to Manager the equipment, supplies, and materials reasonably necessary to accomplish his duties as General Manager. [This is in lieu of the Annual Allowance, which applies to other Unrepresented Employees.] SAM will also provide the necessary administrative and clerical assistance to support the activities required by this Agreement.

### Section 10. Merger, Amendments, Waiver

This Agreement constitutes the complete understanding between the Parties and supersedes any and all prior agreements or other promises between the Parties, or any and all other inducements, no matter what its or their form, concerning its subject matter. No promises or agreements made simultaneously with or subsequent to the execution of this Agreement regarding the subject matter of this Agreement shall be binding unless reduced to writing and signed by each of the parties or its/his authorized representative.

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by each of the parties or its/his authorized representative.

This Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the parties provided, however, that Manager may not assign Manager's obligations hereunder.

### Section 11. <u>Severability</u>

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion of thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

### Section 12. <u>Enforcement</u>

Any action to enforce a provision of this Agreement shall be brought in the Superior Court of California, County of San Mateo and shall be governed by the laws of the State of California, provided that nothing in this Agreement shall be construed to excuse the need to exhaust administrative remedies.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement as of the date set forth above.

### **SEWER AUTHORITY MID-COASTSIDE**

GENERAL MANAGER

By:

Chair, Board of Directors

By:

Kishen Prathivadi

Countersigned

By:

Secretary, Board of Directors



### SEWER AUTHORITY MID-COASTSIDE

## Staff Report

TO: Honorable Board of Directors

FROM: Carl P. A. Nelson, General Counsel

## SUBJECT: Amend the Unrepresented Employees Manual, and Approve and Adopt Wage/Salary Schedule Effective January 1, 2020

## Executive Summary

The purpose of this report is for the Board of Directors to consider changes to the Unrepresented Employees Manual and provide direction to staff.

### Fiscal Impact

The changes to the Unrepresented Employees Manual will have no cost unless and until either a person is appointed to the Engineering & Construction Contracts Manager position or agreement is reached under section 5.D of the Employment Agreement being considered under the preceding Agenda item for the most recent occupant of that position to return to it. In either event, the cost increase would be a 3% increase in the compensation for that position.

### Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan's Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

### Background and Discussion/Report

The Unrepresented Employees Manual, adopted by the Board on January 25, 2016, establishes the wages, benefits, and terms and conditions of employment for confidential, unrepresented employees (Engineering & Construction Contracts Manager) was amended most recently effective January 1, 2020. No cost of living adjustments (COLA) or other economic changes (except performance-based step increases) can be made without Board approval.

BOARD MEMBERS:	J. Blanchard	B. Dye	R. Lohman
	D. Penrose	D. Ruddock	K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd J. Harvey <sup>85</sup>	M. Clark H. Rarback	A. Eisen

The recommended changes in the Manual can be accomplished by replacing the existing Exhibits A and B, respectively to (1) clarify that the only classification henceforth governed by the Manual is the Engineering & Construction Contracts Manager, and (2) providing for a 3.0% COLA increase consistent with the increases in the Consumer Price Index for All Urban Consumers (CPI-U): San Francisco-Oakland-Hayward, CA from October 2018 to October 2019. (See https://www.bls.gov/regions/west/news-release/consumerpriceindex\_sanfrancisco.htm.)

SAM customarily approves and adopts a wage/salary schedule around this time of year in recognition that the annual adjustment to the compensation of certain employees typically occurs at this time. During review, it was noted that the most recent salary schedule that made reference to the salary of the General Manager was approved in September 2018, after which two subsequent schedules were adopted. Counsel believes that there are benefits to SAM in having a single wage/salary schedule that describes the wages/salaries applicable to all positions.

## Staff Recommendation

Staff recommends that the Board of Directors approve the replacement Exhibits A and B to the Unrepresented Employees Manual, and approve and adopt the SAM Wage/Salary Schedule effective January 1, 2020.

## Supporting Documents

Attachment A: Exhibits A & B to Unrepresented Employees Manual Attachment B: SAM Bi-Weekly Wage/Salary Schedule effective 01/01/2020

BOARD MEMBERS:	J. Blanchard D. Penrose	B. Dye D. Ruddock	R. Lohman K. Slater-Carter
ALTERNATE MEMBERS:	S. Boyd J. Harvey <sup>86</sup>	M. Clark H. Rarback	A. Eisen

#### EXHIBIT A CLASSIFICATION COVERED BY UNREPRESENTED EMPLOYEE MANUAL

<u>Classification</u> Engineering & Construction Contracts Manager Status Exempt, At-Will

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#### EXHIBIT B BI-WEEKLY WAGE SCHEDULES

#### Effective January 1, 2018

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Eng. & Const. Contracts Manager	4,158	4,282	4,411	4,543	4,679	4,820	4,964
Supervisor of Admin. Services	4,158	4,282	4,411	4,543	4,679	4,820	4,964
<u>Effective January 1. 2019</u>							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Eng. & Const. Contracts Manager	4,282	4,411	4,543	4,679	4,820	4,964	5,113
Supervisor of Admin. Services	4,282	4,411	4,543	4,679	4,820	4,964	5,113
<u>Effective January 1. 2020</u>							
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Eng. & Const. Contracts Manager	4,411	4,543	4,679	4,820	4,964	5,113	5266

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# SEWER AUTHORITY MID-COASTSIDE Bi-Weekly Wage Schedule

# Effective July 1, 2018

## Amended September 10, 2018 January 1, 2019 January 1, 2020

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accounting Technician	2,420	2,492	2,567	2,644	2,723	2,805	2,889
Administrative Assistant (Incumbent)							2,610
Administrative Assistant	2,039	2,100	2,163	2,228	2,295	2,364	2,435
Collection Maintenance Worker I	2,448	2,521	2,597	2,675	2,755	2,838	2,923
Collection Maintenance Worker II	2,693	2,773	2,857	2,942	3,031	3,121	3,215
Collection Maintenance Worker III	2,962	3,051	3,142	3,236	3,334	3,434	3,537
Engineering & Const. Contracts Manager	<u>    4,158    </u>	<u> 4,282</u> -	-4,411 -	<u> 4,543</u> -	<u>4,679</u>	4,820	<u>    4,820</u>
Engineering & Const. Contracts Manager	<u>    4,282</u> -	4,411	<u> 4,543</u> -	<u>4,679</u>	4,820	4,820	<u> </u>
Engineering & Const. Contracts Manager	4,411	4,543	4,679	4,820	4,964	5,113	5,266
General Manager							8,674
Lab & Source Control Program Coord	3,421	3,524	3,629	3,738	3,850	3,966	4,085
Lead Collection Maintenance Worker	3,258	3,356	3,456	3,560	3,667	3,777	3,890
Lead Operator	3,749	3,861	3,977	4,096	4,219	4,346	4,476
Maintenance Mechanic I	2,588	2,666	2,746	2,828	2,913	3,000	3,090
Maintenance Mechanic II	2,847	2,932	3,020	3,111	3,204	3,300	3,399
Maintenance Mechanic III	3,132	3,226	3,322	3,422	3,525	3,630	3,739
Operator I	2,816	2,901	2,988	3,078	3,170	3,265	3,363
Operator II	3,098	3,191	3,287	3,385	3,487	3,592	3,699
Operator III	3,408	3,510	3,615	3,724	3,836	3,951	4,069
Operator in Training	2,203	2,269	2,337	2,407	2,480	2,554	2,631
Supervisor of Administrative Services	<u>    4,158    </u>	4,282	<u>4,411</u> -	<u>-4,543</u> -	4,679	4,820	<u>    4,820</u>
Supervisor of Administrative Services	<u>    4,282</u>	4,411	4,543	<u>4,679</u>	4,820	4,820	<u> </u>
Supervisor of Treatment/Field Ops	4,198	4,324	4,454	4,588	4,725	4,867	5,013
Jtility Worker	2,203	2,269	2,337	2,407	2,480	2,554	2,631



## SEWER AUTHORITY MID-COASTSIDE

## STAFF REPORT

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, Acting General Manager

SUBJECT: Amend the Contract with Bold, Polisner, Maddow, Nelson & Judson for Legal Services to Extend the Contract through April 30, 2020 and Increase the Authorized Amount by \$60,000 for a Total Contract Amount Not to Exceed \$350,000

## **Executive Summary**

The purpose of this report is for the Board of Directors to discuss the need to extend the contract with Bold, Polisner, Maddow, Nelson & Judson (Firm) for legal services and increase the authorized amount.

## Fiscal Impact

The fiscal impact of amending the contract is \$60,000 for Fiscal Year 2019/20. This is already included in the current budget.

## Strategic Plan Compliance

The recommendations in the General Budget comply with the SAM Strategic Plan Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

## Background and Discussion/Report

At its meeting on June 10, 2019, the Board authorized the General Manager to execute a contract amendment with Bold, Polisner, Maddow, Nelson & Judson (Firm) for the provision of general legal services for the term through December 31, 2019.

Staff will send out a Request for Proposals to law firms during the month of December and will bring the results to the Board later.

BOARD MEMBERS:	J. Blanchard	S. Boyd	B. Dye
ALTERNATE MEMBERS:	D. Penrose M. Clark R. Lohman	D. Ruddock A. Eisen H. Rarback	K. Slater-Carter J. Harvey

## Staff Recommendation

Staff recommends that the Board of Directors authorize the General Manager to execute contract amendment #4 with Bold, Polisner, Maddow, Nelson & Judson for legal services to extend the contract through April 30, 2019 and increase the authorized amount by \$60,000 for a total contract amount not to exceed \$350,000

## Supporting Documents

Attachment A: Amendment #4 to Agreement

ALTERNATE MEMBERS:

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S. Boyd D. Ruddock A. Eisen H. Rarback B. Dye K. Slater-Carter J. Harvey

## CONTRACT SERVICES AGREEMENT GENERAL COUNSEL SERVICES SEWER AUTHORITY MID-COASTSIDE AND BOLD, POLISNER, MADDOW, NELSON & JUDSON, LLP

#### AMENDMENT #4

The Contract Services Agreement ("Agreement") dated the 1<sup>st</sup> day of February 2016, by and between the Sewer Authority Mid-Coastside ("Authority"), a public entity, and Bold, Polisner, Maddow, Nelson & Judson, LLP, a California professional corporation ("Firm") is hereby amended as follows:

#### 5. COMPENSATION

Authority agrees to pay Firm for any legal services provided pursuant to this Agreement, as set forth in Exhibit A and authorized by the Authority Board, up to an amount not to exceed \$60,000 for the term of this Agreement, except as may be amended by the Authority Board.

All other terms and conditions of the Agreement dated February 1, 2016, and amended on September 26, 2017, and on June 10, 2019, shall remain in full force and effect.

#### 14. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on February 1, 2016, and shall remain in full force and effect until April 30, 2020, or until terminated by either party. Authority may discharge Firm at any time. The General Counsel shall have no right to hearing or notice, and may be discharged with or without notice. Firm may withdraw from Authority's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least 60 days' notice to Authority.

In the event of such discharge or withdrawal, Authority will pay Firm professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation, including without limitation, proration of the monthly retainer amount to the date of such cessation. Authority agrees to execute, upon request, a stipulation in such form as to permit Firm to withdraw as Authority's attorneys of record in any legal action then pending. Firm shall deliver all documents and records of Authority to Authority, or to counsel designated by Authority, and assist to the fullest extent possible in the orderly transition of all pending matters to Authority's new counsel.

The date of this Amendment shall be the date that it is signed by the Authority.

IN WITNESS WHEREOF, the Authority and the Firm have executed this Amendment on the day and year set forth below:

### SEWER AUTHORITY MID-COASTSIDE

## **BOLD, POLISNER, MADDOW, NELSON &** JUDSON, LLP

\_\_\_\_\_

SAM General Manager

Carl P. A. Nelson

Date:

Sewer Authority Mid-Coastside Organizational Management Improvement Program Monthly Progress Report Prepared by Wastewater Management Specialists, LLC

Report Number: 2

Board Meeting Date: <u>12/09/2019</u>

This report will focus on the work that has been accomplished since the Board meeting of October 28, 2019 through the current date.

Work Anticipated and Planned for Reporting Period:

- WMS activities in November will primarily focus on finances once the Supervisor of Administrative Services returns to duty. The level of confusion on the part of the MAs and the lack of completed Audits must be addressed along with getting the Tyler system optimized and people trained to use it in the most effective methods. WMS expect to spend 50% of their time in November working directly with the finance group to get a plan in place to begin the process of correcting the deficiencies and create a trusted system. This activity requires all members of the finance team work together, along with the auditors and outside consultants to address the issues. WMS will work to facilitate and coordinate this effort.
- WMS will develop the options and make recommendations for improvement of the odor and corrosion control systems related to the IPS.
- WMS will initiate due diligence on evaluation of the IPS and lift stations related to optimizing the long-term O&M of the facilities to ensure safe, secure and effective service at a cost that provides the best value.
- WMS will facilitate and begin work with the MA Managers and SAM staff related to defining the needs of the collection system services and streamlining of the contracts.
- WMS will continue to provide O&M support related to the digesters and other process challenges at the plant and to the Design-Build project if approved by the Board of Directors.
- WMS will continue to provide support to the Acting General Manager as requested.
- WMS will initiate evaluation and prioritization of policy needs as time allows.

Status and Work Performed During Reporting Period:

✓ WMS worked closely with the SAM Manager and the Administrative Services Supervisor to determine the true status of the FY 2017-18 Audit and the reconciliation of payments to SAM from the Member Agencies (MA). This work has shown that there are continued areas of concern that must be addressed and strong financial leadership and ability is needed to improve future financial processes at SAM. Meeting were held with each MA Manager to provide information related to the payment questions and the MAs are currently investigating their records to confirm the information and, just as importantly, provide information to fill in holes that exist. It is anticipated that an update regarding this information will be presented to the SAM Board Finance Committee on December 19, 2019.

Additional items related to finance are training for staff working on the Tyler system and development of improved financial reporting to the Board. Training improvement needs have not been tied down, but WMS is working with staff to identify exact needs for each person, provide training to ensure adequate back-up support when someone is out of the office and schedule each person to attend training in a timely manner. These needs will be discussed and documented in the coming weeks to address changes that are needed to improve the finance department's functionality.

The ability to improve the reporting format has been held up due to perceived limitation in the finance group to develop changes until SAM has fully incorporated the OpenGov.com program for budget development and tracking. WMS has put this on hold, though there are likely short-term alternatives available, until the proper time to address it.

- ✓ A draft report prepared by WMS and their sub-contractor, AH Water, regarding odor and corrosion improvements and cost savings related to the IPS was provided to SAM management staff. This initial work also solidified the need to evaluate methods of corrosion control at the treatment plant and a future effort will address this need. The report identified an alternative chemical treatment alternative that will use a much safer, non-hazardous, chemical, and reduce costs by over 15 percent. It may require a small capital investment in storage tanks and feed equipment, but the Return on Investment (ROI) is estimated at under 2 years. Staff will evaluate the draft report and work with WMS to develop an action plan to implement appropriate recommendations in the coming months.
- ✓ WMS attended a kick-off meeting with the MA Managers to discuss needed changes and improvements in the services provided by SAM under the Collection Systems contracts. The meeting was very positive with open exchange of ideas and improvements needed for SAM to meet the identified needs of the MAs related to this service. It was agreed that a basic contract "boiler plate" should be developed (an older draft was presented for a baseline) for all contracts and that different needs for each MA would then be identified in the Scope of Work (SOW) and attached to the base contract. WMS will continue to work with SAM management staff to develop this work.
- ✓ WMS has worked to develop an initial rough estimate of the mechanical/equipment needs of the treatment plant. This effort is needed to develop a realistic and implementable 5year Capital Improvement Program (CIP) for SAM and the MAs to use for realistic work and budget planning. The 5-year CIP should be a "rolling plan" that is updated annually

to always show what is expected to be accomplished and related costs in the upcoming 5year period. It is also beneficial for a bigger picture 10-year outlook to be developed that is acknowledged to be a forecast only and will likely change but gives SAM a long-range picture of the coming needs.

WMS will present an initial draft of the mechanical/equipment work that needs to be done due to the current condition of the plant at the Board meeting on December 9<sup>th</sup>. The draft will look at the proposed work by Ameresco as it is known at this time and at needs that are not addressed in their scope. The level of accuracy of estimates of this type are generally considered to be very low, but WMS will use the most recent work data available to give a useable dollar figure for purposes of budgeting and rate setting.

- ✓ WMS continues to work with SAM staff by providing O&M support to the process challenges at the treatment plant. SAM staff are doing an excellent job of working around the challenges presented by the current digester cleaning needs – expected to be completed in late February 2020. The Board approved scum collector order is being processed and with winter weather arriving staff is preparing for the higher flow wetweather challenges.
- ✓ WMS works closely with the interim General Manager to provide support and insight to decisions that the General Manager must make on a daily basis.
- ✓ The evaluation of policy needs was not addressed in November but remains an item that needs to be addressed as many of SAM's policies are outdated and impractical in today's business world.

\*Upcoming Efforts:

- WMS will continue to work closely with SAM staff and MA staff to identify more information and determine needed "next steps" related to the payment status of each MA related to SAM. WMS will attend and provide insight to the status of the available information at the Finance Committee meeting on December 19, 2019.
- WMS will work with finance staff to identify needed Tyler training and initiate development of a training schedule.
- WMS will continue to work closely with the SAM Manager to enhance the draft Collections boiler plate contract provided by the MAs with information and ideas that were discussed at the meeting held in November. WMS will also work with SAM staff to begin development of a Collections System Services Plan that identifies how SAM is going to improve their service capabilities over the coming 1 to 2 year period to provide the MAs with all the services they need in a cost effective and efficient manner. This work will take several weeks to develop. Review by the MA managers is critical to ensure SAM is going in the needed direction and has support of the MAs.

- WMS will continue efforts to develop the long-range O&M strategy updates needed to provide the best possible operation of SAM facilities.
- WMS will work as needed to provide support to SAM management in the completion of the FY 2017-18 Audit and other support as needed to ensure the finance group is functioning as needed to meet the requirements of the Authority.
- WMS will continue to provide O&M support as needed for the treatment plant processes and equipment needs.
- WMS will continue to work closely with the interim General Manager to provide insight, guidance and support in the daily management of SAM.

\*Due to the Holidays, December is a short month with many interruptions and challenges to getting worked accomplished. WMS will work with SAM staff to be as effective as possible during this time to ensure work product continues, however, there will likely be less completed work due to the time of the year.

WMS will discuss and answer questions related to these items from the Board of Directors and the Public at the Board Meeting of December 9, 2019.



## SEWER AUTHORITY MID-COASTSIDE

## Staff Report

TO:Honorable Board of DirectorsFROM:Kishen Prathivadi, Acting General ManagerSUBJECT:Attorney's Report

## Executive Summary

The purpose of this report is for information purposes only.

## Fiscal Impact

There is no fiscal impact from this report.

## Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

## Background and Discussion/Report

This item is placed on the agenda to allow for any report from the Attorney.

## Staff Recommendation

Staff recommends that the Board of Directors receive the report.

### **Supporting Documents**

None

BOARD MEMBERS:
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ALTERNATE MEMBERS:

J. Blanchard D. Penrose S. Boyd J. Harvey

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B. Dye D. Ruddock M. Clark H. Rarback R. Lohman K. Slater-Carter A. Eisen



## SEWER AUTHORITY MID-COASTSIDE

## Staff Report

TO: Honorable Board of Directors

FROM: Kishen Prathivadi, Acting General Manager

SUBJECT: Directors' Reports

## Executive Summary

The purpose of this report is for information purposes only.

### Fiscal Impact

There is no fiscal impact from this report.

## Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

## Background and Discussion/Report

This item is placed on the agenda to allow for any reports from the Directors.

### Staff Recommendation

Staff recommends that the Board of Directors receive the report.

### Supporting Documents

None

BOARD MEMBERS:
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ALTERNATE MEMBERS:

J. Blanchard D. Penrose S. Boyd J. Harvey

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B. Dye D. Ruddock M. Clark H. Rarback R. Lohman K. Slater-Carter A. Eisen



## SEWER AUTHORITY MID-COASTSIDE Staff Report

SUBJECT:	Topics for Future Agenda Board Consideration
FROM:	Kishen Prathivadi, Acting General Manager
TO:	Honorable Board of Directors

## Executive Summary

The purpose of this report is for information purposes only.

## Fiscal Impact

There is no fiscal impact from this report.

## Strategic Plan Compliance

The recommendation complies with the SAM Strategic Plan Goal 4: "A well-organized, motivated, and well-trained staff with an effective Board of Directors are the most important keys to success for SAM."

## Background and Discussion/Report

This item is placed on the agenda to allow for the Board's continuing review of items for future agendas.

## Staff Recommendation

Staff recommends that the Board of Directors receive the report.

## Supporting Documents

Attachment A: List of Future Agenda Items

ALTERNATE MEMBERS:

J. Blanchard D. Penrose S. Boyd J. Harvey

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B. Dye D. Ruddock M. Clark H. Rarback R. Lohman K. Slater-Carter A. Eisen

## SEWER AUTHORITY MID-COASTSIDE Future Agenda Items

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		Requested /		Scheduled	
	Items	Required By	Priority	for	Status / Notes
1	Closed Session - Interim General Manager	Contract		6/24/19	Ongoing
	Audit Presentation for FYE 6/30/18	Policy		11/23/19	Ongoing
3	Authorize CalPERS Lump Sum Payment FY 19/20	CalPERS		1/13/20	Completed
4	Draft Public Records Act Policy	Ruddock		5/18/20	Need Direction
5	Draft Policy for Minutes	Penrose		5/18/20	Need Direction
6	Approve Contract for Amendment to General Counsel Serv	Board		12/9/19	
	Approve Contract for Wastewater Management				
7	Specialists	Board		12/9/19	
8	Strategic Plan Workshop	Board		3/9/20	
9	Board Reviews Proposed 5-Year CIP 2020 - 2024	Board		1/27/20	
10	Audit Presentation for FYE 6/30/19	Policy		6/22/20	
11	Mid-Year Budget Amendment (if needed)	Policy		1/27/20	
12	Quarterly Investments Report 1/31/20	GC		2/10/20	
13	Pension unfunded liability	FC		1/27/20	
14	Quarterly Investments Report 3/31/20	GC		4/27/20	
15	Preliminary Draft Budget discussion	Board		2/24/20	

FC = Finance Committee

GC = Government Code

MA = Member Agency BOC = Board Operations Committee