

SUSP



SPECIALIZED UTILITY SERVICES PROGRAM

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Bolinas Community Public Utility District Contract for Wastewater: Chief Plant Operator Services



August 11, 2023

This is an Agreement to provide services between California Rural Water Association's Specialized Utility Services Program, 1234 North Market Blvd., Sacramento, California, 95834, hereinafter referred to as SUSP, and Bolinas Community Public Utility District, 270 Elm Road, P.O. Box 390, Bolinas, CA 94924, hereinafter referred to as DISTRICT.

1. Term of Agreement

This Agreement shall take effect on the 14th day of August 2023 and shall continue in effect until terminated by either party pursuant to Section 6.

2. Purpose of Agreement

The purpose of this agreement is to provide Chief Plant Operator Services for the DISTRICT. The parties intend that SUSP shall provide the services hereunder to the DISTRICT as an independent contractor, and not as an employee or as part of any partnership or joint venture. SUSP will determine the means, methods and details of performing the services under this Agreement. SUSP retains the right to perform similar or different services for others during the term of this Agreement. SUSP shall pay all wages, salaries, and other amounts due to its employees in connection with their performance of services under this Agreement and as required by law. SUSP shall, to the extent required by Labor Code Sections 1720 et seq. and 1770 et seq., will pay to its employees rendering services hereunder prevailing wage rates.

3. Contract Scope of Services

SUSP will provide wastewater Chief Plant Operator (CPO) services for 101 Mesa Road, Bolinas, CA, 94924:

1. SUSP will provide a Chief Plant Operator (CPO) with a minimum Grade 3 wastewater certification of higher for onsite visits and to serve as the district's chief plant operator for the duration of the contract. If regular assigned CPO is not available due to sickness, vacation, or other unscheduled issue then SUSP will send a replacement CPO with a minimum Grade 3 wastewater certification or higher.

2. Site visits once a week from the registered Chief Plant Operator (CPO) and typically Monday through Friday (there will need to be adjustments at times due to employee sickness, vacation, or other unscheduled issues that may require schedule changes).
3. While onsite, SUSP staff review and assist in daily operations of the treatment facility and routine testing and sampling along with any treatment facility process control adjustments and review operations with staff as needed. All lab fees will be billed directly from the lab to the plant owners.
4. Complete and submit all necessary reports.
5. Provide all necessary training and reporting of Operators and/or any OIT Operators. Our CPO will sign off during OIT Operator hours.
6. Provide 24/Hr. emergency response and phone availability for the systems operator and the utility itself per the requirements of Title 23 wastewater certification operations requirements.
7. SUSP will be available for all scheduled inspections and meetings with SWRCB staff regarding the operation of the treatment facility.

Responsibilities of DISTRICT:

1. The DISTRICT is responsible for daily operations and maintenance.
2. The DISTRICT will be responsible for all financial and bookkeeping services.
3. The DISTRICT is responsible for any major repairs or replacements.

4. Indemnification

SUSP shall indemnify and hold the DISTRICT harmless against damages sustained by they DISTRICT because of bodily injury or damage to property to the extent caused by willful misconduct or proven negligence of SUSP in performance of this Agreement.

The DISTRICT shall indemnify, defend and hold SUSP harmless against loss, liability and damages to the extent that such loss, liability or damage is caused by willful misconduct or proven negligence of the DISTRICT.

5. Insurance Types and Limits

SUSP, at its sole cost and expense, shall procure and maintain for the duration of this Agreement, the following types and limits of insurance:

Type	Limits	Form
Commercial General Liability	\$1,000,000 per occurrence.	At least as broad as ISO CG 0001 and Property Damage.
Auto	\$1,000,000 CSL	Commercial
Workers Compensation	Statutory limits.	
Employer's Liability	\$1,000,000 per accident.	

SUSP shall name the DISTRICT as an additional insured on its Commercial General Liability, Automobile Liability and Employer's Liability policies.

6. Termination of Agreement

Either party may terminate this Agreement upon receipt of thirty (30) days written notice from one party to the other. In addition, should either party fail to substantially perform its obligations in accordance with this Agreement, the other party shall thereupon have the right to declare that party in default under this Agreement by giving written notice thereof to the defaulting party. If said default is not cured within thirty (30) days following the notice of default, the non-defaulting party shall have the right and option to terminate this Agreement. Notice of termination for cause shall be given to the defaulting party at least five (5) days before the effective date of such termination. In the event of such termination, the DISTRICT shall pay SUSP consulting fees for all services provided by SUSP prior to the date of termination.

7. Compensation

SUSP will provide the general and direct services as outlined under the scope of services. We will provide Chief Plant Operator services and regulatory reporting. The price includes travel costs for the CPO and reporting services. The emergency hourly rate is \$95.00 per hour per person should SUSP staff need to return for emergency response or other reasons above and beyond the one day. For emergency response all travel costs would be invoiced at federal per-diem and mileage rates.

Contract Pricing

Grade 3 certified Wastewater Treatment Operator who will fulfill the scope as outlined in section 3 (Scope of Services)	\$3,000.00 per month
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There will be a 5% increase in the total price each year.

Invoicing

The invoicing will be submitted monthly, and it's expected to be paid within 15 days of submittal.

Payment received within 15 days of invoice will allow for a 2% reduction in fees totaling \$60 for the first term and adjust for subsequent increases.

8. Miscellaneous

9.1 Notice. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

SUSP: Specialized Utility Services Program, Inc.
c/o California Rural Water Association
Attn: Dan DeMoss or Ruby Brungess
1234 North Market Boulevard
Sacramento, CA 95834
E-mail: ddemoss@calruralwater.org
rbrungess@calruralwater.org

DISTRICT: Bolinas Community Public Utility District

Attn: Jennifer Blackman
270 Elm Road
P.O. Box 390
Bolinas, California 94924
E-mail: jblackman@bcpud.org

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Notice sent via e-mail shall be deemed made when sent unless notice of failure of transmission is received. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. Any party may change the address to which notice may be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

9.2 Entire Agreement; Amendment. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.4 Successors and Assigns; Assignment. This Agreement shall be binding on the successors and assigns of the parties; provided, however, that SUSP may not assign this Agreement without the written consent of the City.

If you are in agreement with this contract, please sign, date and return this to:

SUSP, Inc., 1234 North Market Boulevard, Sacramento, CA 95834
Attention: Dan DeMoss and Ruby Brungess
Fax: 916-553-4904
Email: ddemoss@calruralwater.org rbrungess@calruralwater.org

9. Signatures

X _____
DISTRICT:

Date

Name

Title

X _____
SUSP, Inc: Dustin Hardwick,
SUSP Board Secretary

Date