

RESOLUTION NO. 2016-346**A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS
OBISPO COUNTY SANITATION DISTRICT AUTHORIZING AND
DIRECTING THE INTERIM DISTRICT ADMINISTRATOR OR
DESIGNEE TO ENTER INTO AN AGREEMENT WITH AQUATIC
BIOASSAY & CONSULTING LABORATORIES, INC. FOR
RECEIVING WATER MONITORING SERVICES**

WHEREAS, the District needs to complete a receiving water monitoring survey in compliance with Federal and State requirements; and

WHEREAS, the District currently does not have staff available to complete this task; and

WHEREAS, the District has obtained a proposal for professional services dated April, 2016 from Aquatic Bioassay and Consulting Laboratories, Inc. ("Consultant"), offering to provide all of the services necessary to successfully complete the District's receiving water monitoring survey, including program management, sample collection, laboratory analysis, data management, statistical analysis, and reports that are ready for submittal to local, state and federal agencies; and

WHEREAS, based on Consultant's qualifications and experience preparing similar surveys for municipal entities since 1988, it appears that Consultant's proposal best meets District's needs for the project; and

WHEREAS, hiring Consultant to provide receiving water monitoring survey services for District is consistent with District's Purchasing Guidelines, as adopted by Resolution 2014-314, which provide that the District Manager is the District's agent for purchasing services less than \$45,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, of a quality to assure efficient running of the wastewater plant, and give a local preference in contracts with a bid price less than \$45,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of South San Luis Obispo County Sanitation District as follows:

1. An AGREEMENT FOR PROFESSIONAL SERVICES – RECEIVING WATER MONITORING SURVEY with Aquatic Bioassay & Consulting Laboratories, Inc. is hereby approved in substantially the form attached hereto as Exhibit "1;" and

2. The Interim District Administrator, or his/her designee, is hereby authorized and directed to execute the Agreement on behalf of the District, to take all steps necessary to implement the project, and, if appropriate, to enter into amendments to the Agreement necessary to implement the project.

Attachment A for
Resolution 2016-346

AGREEMENT FOR PROFESSIONAL SERVICES – RECEIVING WATER MONITORING SURVEY

This Agreement is made on April 20, 2016, by and between Aquatic Bioassay & Consulting Laboratories, Inc., a California Corporation ("Consultant"), and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. The District needs to complete a receiving water monitoring survey in compliance with Federal and State requirements; and
2. The District currently does not have staff available to complete this task; and
3. The District has obtained a proposal for professional services dated April, 2016 from Consultant, offering to provide all of the services necessary to successfully complete the District's receiving water monitoring survey, including program management, sample collection, laboratory analysis, data management, statistical analysis, and reports that are ready for submittal to local, state and federal agencies; and
4. Based on Consultant's qualifications and experience preparing similar surveys for municipal entities since 1988, it appears that Consultant's proposal best meets District's needs for the project; and
5. Hiring Consultant to provide receiving water monitoring survey services for District is consistent with District's Purchasing Guidelines, as adopted by Resolution 2014-314, which provide that the District Manager is the District's agent for purchasing services less than \$45,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, of a quality to assure efficient running of the wastewater plant, and give a local preference in contracts with a bid price less than \$45,000.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**

2.01. Term and Termination. The term of this contract is 6 months, beginning on the date first written above. This contract may be extended by consent of the parties. This contract may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state or federal law. Termination is effective 14 days after mutual deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Consultant shall determine the method, details and means of providing receiving water monitoring survey services for the District. More specifically, Consultant agrees to perform the specific services listed in Exhibit "A."

2.03 District's Duties. District's duties under this Agreement are to cooperate with Consultant in the performance of the contract and timely pay invoices.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit "B."

2.05. Insurance. Consultant shall provide insurance as listed in Exhibit "C."

2.06. Exhibits. Exhibits "A," "B," and "C" are attached and incorporated.

3. Consultant's Obligations.

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Consultant will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Consultant (including its employees) is an independent contractor. No employer/employee relationship exists between Consultant and the District. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under this agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the District and a representative of Consultant, listed below. All notices shall be addressed as follows unless a written change is filed with the District:

To District:
Attn. District Administrator
P.O. Box 339
Oceano, CA 93475

To Consultant:
Aquatic Bioassay & Consulting Laboratories, Inc.
29 N. Olive St.
Ventura, CA 93001

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Consultant shall comply with all laws, including but not limited to the rules and policies of the District, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of San Luis Obispo, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall

remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Consultant shall submit copies of its current business license and current certificate of workers compensation coverage to the District before beginning work on this project.


4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

4.11 Exclusive Ownership. All plans, specifications, reports, electronic media, records, and other design documents prepared by Contractor pursuant to this agreement shall be the property of the District; District is entitled to full and unrestricted use of such plans, specifications, reports and other design documents prepared by Contractor pursuant to this agreement; such plans, specifications, reports, and other design documents prepared by Contractor pursuant to this agreement shall be used exclusively on this project and shall not be used on any other work unless deemed necessary by the District.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONSULTANT

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT


By: Scott C. Johnson


By: _____

APPROVED AS TO FORM:


District Counsel

EXHIBIT "A"

Consultant to provide a timetable for the work below for approval by the District Administrator.

Using applicable government protocols, Consultant will provide complete benthic sediment monitoring (chemistry sampling and chemical analysis), benthic biota monitoring (biota sampling and biota analysis), outfall inspection, and reporting services related to District's wastewater treatment facility in Oceano, California. These services will be provided on time-is-of-essence basis so that District's government reporting obligations will be timely completed and fines avoided.

Specifically, Consultant will complete the following tasks:

Benthic Sediment Monitoring

Chemistry Sampling

Sampling procedures for the SSLOCSD will be conducted in strict adherence to Techniques for Sampling and Analyzing the Marine Macrobenthos (USEPA, 1978a); Quality Assurance and Quality Control (QA/QC) for 301 (h) Monitoring Programs: Guidance on Field and Laboratory Methods (Tetra Tech, 1986); and The Southern California 2013 Regional Marine Monitoring Survey Field Operations Manual (SCCWRP, 2013a). Single sediment samples will be collected at 5 stations (RSW-001, RSW-002S, RSW-002N, RSW-003 and RSW-004) using a 0.1 m² 22 cm of sediment will be collected from each grab and placed into a pre-cleaned glass container, labeled and stored on wet ice for transport to the chemistry laboratory. Sediments for particle size analysis will be placed in a whirl pak and placed on wet ice.

Chemical Analyses

Consultant will obtain chemical analyses conducted by PHYSIS Environmental Laboratories located in Anaheim, CA. PHYSIS is fully accredited by the State of California (ELAP certification No. 2769) and will provide data of the highest quality, coupled with the lowest method detection limits of any laboratory on the west coast. All chemistry data will be reported in raw form on a dry weight basis. The respective constituents to be measured by PHYSIS for the SSLOCSD monitoring effort, method SOPs, method detection and reporting limits are:

Particle Size: SM 2560 D <2 to 2000 µm

Sediment Sulfides at pH 7:

- Total Sulfides Plumb, 1981/TERL 0.2 0.4 mg/kg
- Dissolved Sulfides Plumb, 1981/TERL 0.2 0.4 mg/kg

BOD: SM 5210 B (M) mg/kg

Metals:

- Arsenic (As) EPA 6020 0.025 0.05 µg/g
- Cadmium (Cd) EPA 6020 0.025 0.05 µg/g
- Chromium (Cr) EPA 6020 0.025 0.05 µg/g
- Copper (Cu) EPA 6020 0.025 0.05 µg/g
- Lead (Pb) EPA 6020 0.025 0.05 µg/g
- Nickel (Ni) EPA 6020 0.025 0.05 µg/g
- Silver (Ag) EPA 6020 0.025 0.05 µg/g
- Zinc (Zn) EPA 6020 0.025 0.05 µg/g

Chromium +6: SM 3500-Cr D 0.05 0.1 mg/kg

Mercury: EPA 245.7 0.00001 0.00002 µg/g

Total Kjeldahl Nitrogen: EPA 351.2 5 mg/kg

Ammonia: SM 4500-NH3 D 0.03 0.03 mg/kg

Nitrate: SM 4500-NO3 E 0.01 0.05 mg/kg

Total Organic Carbon: SM 5310 B 0.01 0.02 % Dry Weight

Percent Solids: EPA 160.3 0.1 0.05 %

Samples for sediment particle size distribution will be analyzed by laser diffraction using a Horiba particle size analyzer and in accordance with Standard Methods 2560 D (APHA, 2005). The analyzer is capable of measuring particle sizes ranging from clay (<2µm) up to coarse sand (2000µm).

Benthic Biota Monitoring

Biota Sampling

Sampling for biota will be conducted using the same approach and at the same five monitoring sites described above under the chemistry sampling section. Five replicate grab samples will be collected and handled separately for a total of 25 infauna samples. Sediments to be analyzed for infauna will be sieved through a 1.0 millimeter screen. The retained organisms and larger sediment fragments will be washed into half gallon plastic bottles, relaxed with a magnesium sulfate solution for one half hour, then preserved with 10% buffered formalin.

Biota Analysis

Screened and preserved sediments collected in the field will be delivered to the Aquatic Bioassay laboratory for counting, sorting, and identification. Infauna will be sorted by the Aquatic Bioassay team and separated into five groups: echinoderms, mollusks, polychaetes, crustaceans, and miscellaneous. Infauna identifications will be conducted by taxonomists who are active participants in the Southern California Association of Marine Invertebrate Taxonomists (SCAMIT). For each station, organisms will be counted in accordance with Techniques for Sampling and Analyzing the Marine Macrobenthos EPA 600/3-78-300 (USEPA, 1978a); Quality Assurance and Quality Control (QA/QC) for 301(h) Monitoring Programs: Guidance on Field and Laboratory Methods (Tetra Tech 1986); and The Southern California Bight 2013 Regional Marine Monitoring Survey Field Operations Manual (SCCWRP, 2013).

Outfall Inspection

Aquatic Bioassay will conduct an outfall pipe dive surveys for the District's outfall pipe in order to inspect the physical integrity of the outfall pipe and note any leaks along its entire length to shore or impediments to flow from the diffuser ports. A DVD record of the dive is included with a detailed written report.

Divers using high resolution video cameras and attached underwater lights will conduct the survey. Once the outfall terminus has been located by global positioning (GPS) and bottom finder, a buoy, attached to a line and a weight, will be deployed over the side. Divers will descend down the buoy line, swim to the diffuser terminus, and begin videotaping. At the end of each dive, a lift float will be deployed as a marker for the subsequent dive. Between dives, divers will download and inspect the footage, replace the batteries and reassembled the housing. Any serious anomalies along the length of the pipe (obvious leaks or pipe displacements) will be reported immediately by phone to the SSLOCSD project manager.

Back in the laboratory the video will be downloaded to computer files, and edited using Adobe Premiere software, then transferred to DVDs. The DVDs will be reviewed by the survey team to make final assessment of the outfall pipes condition. The video is arranged from the deepest part of the dives (outfall terminus) to the shallowest part of the survey (outfall beginning). The written outcome of the dive survey will be included in the final report.

Reporting

The data generated from each phase of the monitoring program described above will be checked for quality, loaded into our database system and assessed for spatial and temporal trends using both univariate and multivariate statistical techniques as specified in the District's National Pollutant Discharge Elimination System permit. The receiving water regulatory report will be of sufficient quality to be successfully submitted to the Central Coast Water Quality Control Board. Consultant will assist the District to answer questions or to provide additional information as requested by the Board.

EXHIBIT "B"

Consultant will provide the services in accordance with this Agreement for a not-to-exceed fee of up to \$40,325.

The contract price is broken down as follows:

- Benthic Sediment Sampling @ 5 locations (1 rep each) at assigned receiving water locations: \$ 7,660
- Benthic Biota Sampling (5 stations x 5 replicates = 25 samples): (price included above)
- Outfall Line Inspection: \$ 7,450
- Reporting (sediment chemistry, water quality, biology and outfall inspection): \$ 5,200
- Laboratory Analyses: \$ 20,015

The contract price includes services of a senior biologist, biologist, and field technician; lease of boat and captain, supplies and equipment, mileage, per diem, divers; video, editing and review; and complete laboratory analysis, taxonomy, shipping and handling.

Consultant will invoice District for services on a monthly basis.

EXHIBIT "C"
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contact insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his/her agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability - \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Employee's Liability - \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability - \$1,000,000 per occurrence.

C. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the

District, its trustees, officers, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its trustees, officers, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its trustees, officers, employees and volunteers. Any insurance or self-insurance maintained by the District, its trustees, officers, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice stating the title of this contract has been given to the District. **All notices provided pursuant to this Agreement shall be given to the District representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested. In the case of a reduction in coverage, the Consultant shall provide thirty (30) days' prior written notice as provided in this subparagraph.

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms provided those endorsements conform to District requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

