



**SOUTH SAN LUIS OBISPO COUNTY  
SANITATION DISTRICT**

Post Office Box 339, Oceano, California 93475-0339  
1600 Aloha, Oceano, California 93445-9735  
Telephone (805) 489-6666 FAX (805) 489-2765  
[www.sslocsd.org](http://www.sslocsd.org)

**AGENDA  
BOARD OF DIRECTORS MEETING**  
City of Arroyo Grande, City Council Chambers  
215 East Branch Street  
Arroyo Grande, California 93420

**Wednesday, March 16, 2016 at 6:00 p.m.**

**Board Members**

John Shoals, Chair  
Matthew Guerrero, Vice Chair  
Jim Hill, Director

**Agencies**

City of Grover Beach  
Oceano Community Services District  
City of Arroyo Grande

**Alternate Board Members**

Mary Lucey, Director  
Tim Brown, Director  
Barbara Nicolls, Director

Oceano Community Services District  
City of Arroyo Grande  
City of Grover Beach

- 
- 1. CALL TO ORDER AND ROLL CALL**
  - 2. FLAG SALUTE**
  - 3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA**

This public comment period is an invitation to members of the community to present comments, thoughts or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters which are within the jurisdiction of the District. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chair or presiding Board Member may:

- Direct Staff to assist or coordinate with you.
- Direct Staff to place your issue or matter on a future Board meeting agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to three (3) minutes or less.
- Your comments should be directed to the Board as a whole and not directed to individual Board members.
- Slanderous, profane or personal remarks against any Board Member, Staff or member of the audience shall not be permitted.

Any writing or document pertaining to an open-session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the offices of the Oceano CSD, a member agency located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) and California Government Code §54954.2, requests for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires modification or accommodation in order to participate at the above referenced public meeting by contacting the District Manager or Bookkeeper/Secretary at (805) 481-6903. So that the District may address your request in a timely manner, please contact the District two business days in advance of the meeting.

**4. CONSENT AGENDA:**

The following routine items listed below are scheduled for consideration as a group. Each item is recommended for approval unless noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member may request that any item be withdrawn from the Consent Agenda to permit discussion or to change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

**4A. Review and Approval of Minutes of Meeting of March 02, 2016**

**4B. Review and Approval of Warrants**

**4C. Financial Review at February 29, 2016**

**5. PLANT SUPERINTENDENT'S REPORT**

**6. BOARD ACTION ON INDIVIDUAL ITEMS:**

**6A. REVIEW OF BOARD BYLAWS**

Staff recommends that the Board, by motion, approve amendment to the 2016 Bylaws. This item was brought back from the March 02, 2016 agenda.

**6B. SELECTION OF DESIGN ENGINEERING FIRM FOR WASTEWATER TREATMENT FACILITY REDUNDANCY PROJECT AND APPROVAL OF CONTRACT**

Staff recommends that the Board of Directors issue a Notice of Award to Kennedy/Jenks Consultants, Inc., and authorize the Interim District Administrator to execute the attached contract for design of the WWTF Redundancy Project. This item was brought back from the February 17, 2016 agenda.

**7. MISCELLANEOUS ITEMS**

**7A. Miscellaneous Oral Communications**

**7B. Miscellaneous Written Communications**

**8. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR**

This item gives the District Administrator the opportunity to present future agenda items.

**9. PUBLIC COMMENT ON CLOSED SESSION**

**10. CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

[Paragraph (1) of subdivision (d) of Government Code Section 54956.9]; (two cases).

*(1) South San Luis Obispo County Sanitation District v. Special District Risk Management Authority, Case No.: CV130473*

*(2) South San Luis Obispo County Sanitation District v. State Water Resources Control Board (Superior Court of Sacramento) case number 34-2012-80001209-CU-WM-GDS)*

**PUBLIC EMPLOYEE APPOINTMENT** (pursuant to Gov. Code section 54957(b)(1)) Title: District Administrator

**CONFERENCE WITH LABOR NEGOTIATOR** (pursuant to Gov. Code section 54957.6)  
(Agency Representative: Chair Shoals)  
(Unrepresented Employee: District Administrator)

**11. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION**

**12. ADJORNMENT**

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

City of Arroyo Grande, City Council Chambers  
215 East Branch Street  
Arroyo Grande, California 93420

Minutes of the Meeting of Wednesday March 02, 2016  
4:30 P.M.

**1. CALL TO ORDER AND ROLL CALL**

Present: Chairman John Shoals, City of Grover Beach; Vice Chair Matthew Guerrero, Oceano Community Services District; Director Jim Hill, City of Arroyo Grande

District Staff in Attendance: John Clemons, Interim District Administrator/Plant Superintendent.

Chairman Shoals announced that the Board would be meeting in Closed Session regarding,

PUBLIC EMPLOYEE APPOINTMENT (pursuant to Gov. Code section 54957(b)(1))  
Title: District Administrator

**2. PUBLIC COMMENT ON CLOSED SESSION**

Chairman Shoals opened the public comment period.

Beatrice Spencer, Debbie Peterson, Julie Tacker, April McLaughlin, and Patricia Price all gave public comment.

There being no more public comment, Chairman Shoals closed the public comment period.

**3. CLOSED SESSION**

PUBLIC EMPLOYEE APPOINTMENT (pursuant to Gov. Code section 54957(b)(1))  
Title: District Administrator

**4. REPORT ON CLOSED SESSION**

Chairman Shoals announced that the Board did interview two candidates. The Board did have significant discussion, but did not conclude the discussion. The Board would like to this item to be included with the Closed Session at the end of the agenda.

**5. CALL TO ORDER AND ROLL CALL AND FLAG SALUTE**

Present: Chairman John Shoals, City of Grover Beach; Vice Chair Matthew Guerrero, Oceano Community Services District; Director Jim Hill, City of Arroyo Grande

District Staff in Attendance: John Clemons, Interim District Administrator/Plant Superintendent; Gilbert Trujillo, District Legal Counsel; Amy Simpson, District Bookkeeper/Secretary.

**6. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**

Chairman Shoals opened the public comment period.

April McLaughlin commented on an email she received and on the Grover Beach City Council Committee Report in regards to John Wallace being invited to the Sanitation meeting.

Julie Tacker commented on a Letter to the Editor written by Tim Cleath about John Wallace's announcement of retirement at the meeting of February 20, 2013.

Patty Welsh did not appreciate John Wallace having time to speak at the SSLOCSD meeting.

There being no more public comment, Chairman Shoals closed the public comment period.

The Board confirmed that they did agree to have Wallace come to the meeting and present what he wanted to present, but that his presentation was not forwarded to the authorities.

**7. CONSENT AGENDA**

**7A. Review and Approval of Minutes of Meeting of February 17, 2016**

**7B. Review and Approval of Warrants**

**7C. Second Reading of Ordinance 2016-01**

Chairman Shoals opened the public comment period.

Julie Tacker, April McLaughlin, Beatrice Spencer, Sharon Brown, and Patty Welsh all gave comment.

Chairman Shoals closed the public comment period.

Legal Counsel addressed the question regarding the vote of the Rate Increase Ordinance. His response was that Directors and Alternates of the same agency can have different votes at the first and second readings of an Ordinance.

**Motion:** Director Hill made a motion to approve the consent agenda.

**Second:** Director Guerrero

**Action:** Approved unanimously by roll call vote.

**8. PLANT SUPERINTENDENT'S REPORT**

Superintendent Clemons presented the report. He reported that the plant is in good standing. He gave an update on maintenance, in progress, and training happening at the District.

Director Hill asked that the District move quickly to wrap up the AG sewer bridge project.

Vice Chair Guerrero has concerns about a CoGen project. He will be very cautious of looking into another CoGen.

Chairman Shoals opened the public comment period.

Julie Tacker gave public comment.

Chairman Shoals closed the public comment period.

**Action:** The Board received and filed the Plant Superintendent's report.

**9. BOARD ACTION ON INDIVIDUAL ITEMS:**

**9A. Review of Board Bylaws**

Staff recommended that the Board, by motion, approve an amendment to the Bylaws providing for chairperson when the Chair is absent.

Chairman Shoals opened the public comment period.

Patty Welsh, Debbie Peterson, Julie Tacker, Beatrice Spencer, April McLaughlin, and Sharon Brown all gave public comment

Chairman Shoals closed the public comment period.

The Board had a discussion and asked that

- Item 2.6 (a) and (b) be deleted
- Item 2.6 (d) include "have the option of stating name and residence"
- Item 2.9 be consistent with item 1.3
- Item 6.4 the word "shall" be replaced with "should"
- Item 6.5 have a period after opinions and insert the sentence "Civil discourse is encouraged."

**Motion:** Director Guerrero made a motion to have the bylaws brought back in legislative format at the meeting of March 16, 2016 showing these changes.

**Second:** Director Hill

**Action:** Approved unanimously by roll call vote.

**9B. Mid-Year Budget Review**

Staff recommended that the Board

1. Review the Profit and Loss Statements comparing actual revenues and expenses with the adopted budget, and provide direction to staff regarding recommended budget amendments and related matters presented in staff report; and
2. Adopt Resolution No. 2016-342 providing for these amendments.

Chairman Shoals opened the public comment period.

Debbie Peterson, Beatrice Spencer, Patty Welsh, April McLaughlin, Julie Tacker, and Sharon Brown all gave comment on this item.

Chairman Shoals closed the public comment period.

The Board had a discussion. Mr. Clemons mentioned staff will be giving quarterly budget reports in the future. Vice Chair Guerrero would like to see long range planning, and the life cycle of equipment included in the reports. Director Hill suggested that legal expenses be monitored bimonthly.

**Motion:** Director Guerrero made a motion to Adopt Resolution 2016-342; a Resolution Amending the FY 2015-16 Budget at Mid-Year.

**Second:** Director Hill seconded the motion with the addition of bimonthly reviews of legal fees.

**Action:** Approved unanimously by roll call vote.

**9C. Re-Scoped Recycled Water Facilities Planning Study (RWFPS)**

Staff recommended that the Board of Directors approve the re-scoped Recycled Water Facilities Planning Study (RWFPS) and direct Staff to proceed with the study as described in the Scope of Work.

Dan Heimel from WSC was there to present this item.

Chairman Shoals opened the public comment period.

Julie Tacker gave public comment.

Chairman Shoals closed the public comment period.

The Board had a discussion where they agreed that a regional approach makes sense. Vice Chair Guerrero says Oceano can pressure Pismo to “come to the table” to maintain the support of Oceano in their recycled water project. Chairman Shoals would like to eliminate the discussion of having the project done onsite if that is not an option and really look at the offsite option.

**Motion:** Director Hill made a motion to approve the re-scoped Recycled Water Facilities Planning Study and directed staff to proceed with the study as described in the scope of work.

**Second:** Vice Chair Guerrero

**Action:** Approved unanimously by roll call vote.

Chairman Shoals acknowledged Julie Tacker for her expertise and great ideas in water.

## **10. MISCELLANEOUS ITEMS**

**A.** Miscellaneous Oral Communications  
None to report.

**B.** Miscellaneous Written Communications  
1. Letter from SDRMA stating that SSLOCSD will receive a longevity distribution credit in the amount of \$2,228 on the 2016/17 renewal invoice.

## **11. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR**

Acting Administrator Clemons announced he will be visiting each member agency to share what the District is doing with Recycled Water opportunities. Chairman Shoals asked that he work with the Board members as part of their committee update.

Future agenda items:

- Permitting update to CDP application and CEQA information
- Engineering contract with Kennedy Jenks
- Update for migrating to the Tax Role
- Bylaws in legislative form
- OPEB and budget

## **12. PUBLIC COMMENT ON CLOSED SESSION**

Chairman Shoals opened the public comment period.

Patty Welsh, Julie Tacker, Beatrice Spencer, and Sharon Brown all gave public comment.

Chairman Shoals closed the public comment period.

## **13. CLOSED SESSION 8:25 PM**

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

[Paragraph (1) of subdivision (d) of Government Code Section 54956.9]; (one case).

- (1) *South San Luis Obispo County Sanitation District v. State Water Resources Control Board (Superior Court of Sacramento), case number 34-2012-80001209-CU-WM-GDS)*



- (2) *South San Luis Obispo County Sanitation District vs. Special District Risk Management Association CV130473 District vs. SDRMA*

**14. REPORT OUT OF CLOSED SESSION**

No reportable action for both existing litigation matters; however, the Board unanimously approved releasing a 1 page Memorandum prepared by Melissa Thorne, Esq., dated 2-29-16.

**15. ADJOURNMENT**

There being no further business to come before the Board, Chairman Shoals adjourned the meeting at approximately 9:55p.m.

***THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE BOARD OF DIRECTORS AT A SUBSEQUENT MEETING.***

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
WARRANT REGISTER  
03/16/2016 FY 2015/16

	BUDGET LINE ITEM		WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ABBA EMPLOYER SERVICES, INC	TEMPORARY LABOR	22154; 22180	31616-1114	6085	1,497.60	1,497.60
AGP VIDEO, INC	VIDEO PRODUCTION	6488	15	7080	1,437.50	1,437.50
ALLIED ADMINISTRATORS	DENTAL INSURANCE	APRIL	16	6025	570.40	570.40
ARAMARK	UNIFORMS	03/04/16	17	7025	223.52	223.52
BANK CARD CENTER	OFFICE SUPPLIES AND EXPENSE	FEBRUARY	18	8045	712.59	876.59
	MEMBERSHIPS, SEMINARS, MEETINGS	DE LEON		7050	164.00	
CALPERS	UNFUNDED ACCRUED LIABILITY	MARCH	19	6065	2,291.00	2,291.00
CARR'S BOOTS	EMPLOYEE UNIFORM	094010	20	7025	125.00	125.00
CCWT	LAB SUPPLIES	33526	21	8040	60.00	60.00
ENGEL & GRAY, INC	SOLIDS HANDLING	76808	22	7085	2,540.77	2,540.77
FED EX	CHEMICAL ANALYSIS	5-333-30045; 5-340-63334	23	7078	35.69	35.69
FERGUSON	EQUIPMENT MAINTENANCE	2946698	24	8030	89.13	89.13
FGL, INC.		584144A	25	8040	2,032.00	2,032.00
GARING TAYLOR & ASSOC	ADMINISTRATOR RECRUITMENT	13517	26	7005	580.00	712.00
	ENGINEERING	13518		7077	132.00	
GILBERT A. TRUJILLO, ESQ.	LEGAL COUNSEL	FEBRUARY	27	7071	6,930.00	6,930.00
I.J. SUPPLY	EQUIPMENT MAINTENANCE	37214; 37282	28	8030	478.01	3,641.47
		37368		8030	3,163.46	
INDUSTRIAL MEDICAL GROUP	SAFETY SUPPLIES	41007; 41008	29	8056	80.00	80.00
JB DEWAR	FUEL	809810	30	8020	161.50	161.50
JOHNSON'S BOILER & CONTROL	EQUIPMENT MAINTENANCE	11739	31	8030	106.38	106.38
KENNEDY/JENKS	PRELIM. ENG.	99456	32	20-7080	10,799.12	10,799.12
KROESCHE/SCHINDLER, LLP	OUTSIDE LEGAL	2019	33	7070	700.71	700.71
LEXIS NEXIS	LEGAL COUNSEL	FEBRUARY	34	7071	250.00	250.00
MADLAND TOYOTA-LIFT, INC	AUTOMOTIVE	24027254	35	8032	327.98	327.98
MCMaster-CARR	EQUIPMENT MAINTENANCE	50950499	36	8030	2,028.97	2,028.97
MINERS	HOUSEHOLD	FEBRUARY	37	8035	443.50	443.50
PCM/TIGER DIRECT	EMPLOYEE COMPUTER PURCHASE	2016-807	38	1065	1,444.06	1,444.06
PRAXAIR	EQUIPMENT RENTAL	54854389	39	7032	29.42	29.42
PRECISE WEIGHING SYSTEMS	EQUIPMENT MAINTENANCE	2652	40	8030	260.00	260.00
SO CAL GAS	GAS	02/03 TO 03/04	41	7092	716.94	716.94
SOUTH COUNTY SANITARY	GARBAGE	MARCH	42	7093	107.80	107.80
SPRINT	COMMUNICATIONS, CELL PHONES	02/04 TO 03/03	43	7014	284.24	284.24
STANLEY	COMMUNICATIONS, ALARMS	APRIL	44	7011	64.06	64.06
SUFACE PUMPS INC	EQUIPMENT MAINTENANCE	0119197	45	8030	2,639.89	2,639.89
TELEDYNE	LAB SUPPLIES	S020114466	46	8040	233.81	233.81
VWR	LAB SUPPLIES	2016-802; 2016-804; 2016-805	47	8040	843.02	843.02
WENDY STOCKTON, ESQ.	LEGAL COUNSEL	FEBRUARY	48	7070	7,980.00	7,980.00
<b>SUB TOTAL</b>					<b>\$ 52,564.07</b>	<b>\$ 52,564.07</b>
SO, SLO CO. SANITATION DISTRICT	PAYROLL REIMBURSEMENT	02/05/16; 02/19/16	49		45,504.21	46,574.78
	PAYROLL PROCESSING FEE				203.90	
	RABOBANK FEBRUARY ACTIVITY				866.67	
<b>SUB TOTAL</b>					<b>\$ 46,574.78</b>	<b>\$ 46,574.78</b>
<b>GRAND TOTAL</b>					<b>\$ 99,138.85</b>	<b>\$ 99,138.85</b>

We hereby certify that the demands numbered serially from 031616-1114 to 031616-1149 together with the supporting evidence have been examined, and that they comply with the requirements of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT. The demands are hereby approved by motion of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, together with warrants authorizing and ordering the issuance of checks numbered identically with the particular demands and warrants.

BOARD OF DIRECTORS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Secretary



## **SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

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**TO:** Board of Directors  
**FROM:** Amy Simpson, District Bookkeeper/Secretary  
**VIA:** John Clemons, Acting District Administrator  
**DATE:** March 16, 2016  
**SUBJECT:** Financial Review as of February 29, 2016

### **Overall Financial Summary**

As of February 29, 2016, the District has recognized total revenues of \$2,120,633. Of this amount, \$1,762,362 is for operating revenues, and \$358,271 is for non-operating revenues.

District operating expenses totaled \$1,616,462 and non-operating expenses totaled \$735,103 as of February 29, 2016.

### **Local Agency Investment Fund**

The balance in the District's LAIF account was \$2,416,712 as of February 29, 2016.

### **County of San Luis Obispo Treasury Pool**

As of February 29, 2016, the reconciled cash balance with the County of San Luis Obispo Treasury Pool was \$2,870,191. The County issues the majority of the District's checks, and the majority of the District's revenues are deposited with this agency. As such, the County provides 'banking services' to the District and provides some accounting documents for internal control purposes.

### **Rabobank Funds**

At February 29, 2016, the reconciled cash balance in the District's Rabobank account totaled \$91,825. This account has been used to process the District's contracted payroll provider service and other District expenditures.



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### **SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT MONTHLY CASH REPORT FEBRUARY 2016**

<b>Cash Balance at 01/31/16</b>	<b>\$ 5,431,177.95</b>
Deposits	\$ 167,125.70
Warrant Register 02/03/16	(87,280.51)
Warrant Register 02/17/16	(85,719.67)
Pay Roll 02/05/16	(21,585.91)
Pay Roll 02/19/16	(24,122.20)
Rabobank February Activity	(866.67)
<b>Total February Activity</b>	<b>(52,449.26)</b>

<b>Cash Balance at 02/29/16</b>	<b>5,378,728.69</b>
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<b>Cash by Institution</b>	<b>CASH BALANCE</b>
	<b>@ 02/29/16</b>
Cash with County Treasury	2,870,191.53
Cash with LAIF	2,416,712.25
Cash with Rabobank	91,824.91
	<b>\$ 5,378,728.69</b>



## SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

1600 Aloha Oceano, California 93445-9735  
Telephone (805) 489-6666 FAX (805) 489-2765

Date: March 11, 2016  
To: SSLOCSD Board of Directors  
From: John Clemons, District Superintendent

Subject: **Superintendent's Report**

### Operations

Chart 1 – **Plant Data**

March 2016*	INF Flow MGD	Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	INF TSS mg/L	EFF TSS mg/L	Fecal Coli	Cl2 lbs/day	BOD REM Eff. %
Average	2.11	3.32	371	27	413	34	4	194	93
High	2.34	3.8	387	35	466	37	9	250	
Limit	5.0			40/60/90		40/60/90	2000		80
CY 2015 Monthly									
Average	2.17	3.42	415	29	438	36	67	194	93
High	2.42	4.8	495	43	494	47	255	402	

- \* = Plant data through March 11th.

Limit – 40/60/90 represent NPDES Permit limits for the monthly average, weekly average, and instantaneous value for plant effluent BOD and TSS.

### Maintenance

- Replaced primary #1 moyno sludge pump.
- Dismantled piping at sludge thickener.
- Repaired flusher screen at secondary clarifier scum trough.
- Cut down uprooted trees at front gate. Removed debris.
- Replaced filter at groundwater well.
- Work Orders.

### In-Progress

- Garing, Taylor, and Associates is working with staff to review and ensure the integrity of the District's **A.G. Sewer Bridge**.
- Staff is working with MKN and Associates Engineers on the installation of a **grit removal system**. An RFP has been issued for this project. A Pre-Bid Conference was held at the WWTP on March 9<sup>th</sup>.
- Staff is preparing an RFP for installation of a **mechanical bar screen** in the headworks.
- **Secondary Process Redundancy Project** – Permitting update.
- **Satellite Water Resource Recovery Facilities** Planning Feasibility Study. Project has been re-scoped.
- Staff is conferring with PG&E representatives regarding possible **energy conservation projects**.
- Staff is preparing a **short-term emergency back-up plan** in case of a FFR/sec. clarifier failure.
- Staff is working to restore **GIS manhole mapping system**.

#### **Miscellaneous**

- Staff attended an in-house safety meeting on sodium bisulfite safety.
- Staff attended a kickoff meeting for Chlorine feed Controller project.

Best regards,

John Clemons  
Superintendent



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### **Staff Report**

**To:** Board of Directors  
**From:** John Clemons, Interim District Administrator  
**Date:** March 16, 2016

**Subject:** ANNUAL UPDATE TO BOARD BYLAWS

### **RECOMMENDATION**

That the Board, by motion, approve amendments to the 2016 Bylaws.

### **BACKGROUND AND DISCUSSION**

This item was originally presented at the meeting of March 02, 2016. The Board asked that it be brought back in legislative format with the following changes.

- Item 2.6 (a) and (b) be deleted
- Item 2.6 (d) include "have the option of stating name and residence"
- Item 2.9 be consistent with item 1.3
- Item 6.4 the word "shall" be replaced with "should"
- Item 6.5 have a period after opinions and insert the sentence "Civil discourse is encouraged."

### **FISCAL CONSIDERATIONS**

None

### **OPTIONS**

Decline to adopt the proposed amendments.

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**  
**BOARD OF DIRECTORS BYLAWS**  
**2016 UPDATE**

**1. OFFICERS OF THE BOARD OF DIRECTORS**

- 1.1 The officers of the Board of Directors are the Chair and Vice Chair.
- 1.2 The Chair of the Board of Directors shall serve as chairperson at all Board meetings. He/She shall have the same rights as the other Directors of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- 1.3 In the absence of the Chair, the Vice Chair of the Board of Directors shall serve as chairperson over all meetings of the Board. If the Chair and Vice Chair of the Board will both be absent, the Chair may name any member of the Board to perform the duties of the presiding officer prior to the meeting. If the Chair's absence is unexpected, the chairperson shall be as specified by standing order of the Chair.
- 1.4 The Chair and Vice Chair of the Board shall be elected annually at the last regular meeting of each calendar year.
- 1.5 The term of office for the Chair and Vice Chair of the Board shall commence on January 1 of the year immediately following their election.
- 1.6 The Chair, and in his/her absence, the Vice Chair, are authorized to attend meetings of the San Luis Obispo County Planning Commission, meetings of the San Luis Obispo County Board of Supervisors, meetings between District Staff and Water Board Personnel, including either Regional Quality Control Staff or State Water Board Staff, without compensation except reimbursement for use of his/her private vehicle to attend such meetings pursuant to District Policy 10.01(b). If the Chair is absent, the Vice Chair or Boardmember shall attend these meetings.
- 1.7 The Chair, or in his/her absence, the Vice Chair shall meet with the General Manager in advance of a regularly scheduled meeting to review all Warrants to be presented at the next regular Board meeting immediately following the meeting with the General Manager.

**Formatted:** Body Text, Justified, Indent: Hanging: 0.5", Right: 0.08", Space Before: 0 pt, Line spacing: Exactly 11.9 pt, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.57" + Indent at: 1.07", Tab stops: 1.07",

**Deleted:** or his/her designee

**Deleted:** are

**Deleted:** remaining Directors present shall select one of themselves to act as chairperson of the meeting.¶

**2. MEETINGS**

- 2.1 Subject to holidays and scheduling conflicts, regular meetings of the Board of Directors shall commence at 6:00 p.m. on the first and third Wednesday of each calendar month at such meeting location within the District boundaries designated by the Board Chair. The Board of Directors reserves the right to cancel and/or designate other dates, places and times for Director meetings due to scheduling conflicts and holidays.



**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
DIRECTOR BYLAWS  
2016 UPDATE**

**2.2 SPECIAL MEETINGS.**

Special meetings may be called by the Chair or two (2) Directors with a minimum of twenty-four (24) hours public notice. A special meeting agenda shall be prepared and distributed pursuant to the procedures of the Brown Act by the General Manager in consultation with the Chair, or in his or her absence, the Vice Chair or those Directors calling the meeting.

**2.3** Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.

**2.4** No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act. Pursuant to the Brown Act:

- (a) Directors may briefly respond to statements or questions from the public;
- (b) Directors may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting;
- (c) A Director individually, or the Board by motion, may take action to direct the General Manager to place a matter on a future agenda; and
- (d) Directors may make brief announcements or make a brief report on his/her own activities under the Director Comment portion of the Agenda.

**2.5 MEETING PROTOCOL**

- (a) Policy. The purpose of oral presentation at District meetings, as well as written presentations, is to formally communicate to the Board of Directors on matters (1) listed on the Agenda, or (2) matters that are within the jurisdiction of the Board of Directors during general public comment. Such presentations are helpful to the Board in its decision-making process. The Board of Directors welcomes information and expressions of opinion from members of the public on any item which it may be considering. However, the Board of Directors is not required to provide a public forum for remarks or conduct in violation of the Rules of Decorum.
- (b) Public Comment. Subject to the following rules, the Board of Directors shall set aside 30 minutes on each agenda item for public comment:

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- (c) The Chairperson, after consideration of the length of the Agenda, the nature of the agenda item, and the meeting limitations of Section 2.2, may expand or further limit the 30 minute time allocation for public comment.
- (d) Each public commenter shall be limited to 3 minutes unless shortened or extended by the Chairperson with consideration of the length of the Agenda, the nature of the agenda item, and the meeting limitations of Sections 2.2, above.

**2.6 DISTURBANCE OF BOARD MEETINGS**

**2.6.1 Rules of Decorum.** The rules of decorum, below, shall apply to public comment and attendance at District meetings.

- (a) No person shall address the Board of Directors without first being recognized by the Chairperson.
- (b) Persons addressing the Board have the option to state their name and their general place of residence.
- (c) Public comment and public testimony shall be directed to the Chairperson and shall be addressed to the Board of Directors as a whole. Persons addressing the Board of Directors shall not engage in a dialogue with individual Directors, District staff or members of the audience. The Chairperson shall determine whether, or in what manner, the District will respond to questions.
- (d) Persons addressing the Board are limited to one opportunity per Agenda item unless otherwise directed by the Chairperson in his/her discretion.
- (e) A person cannot defer his/her time allocation to another person.
- (f) When a group or organization wishes to address the Board on the same subject, the Chairperson may request that a spokesperson be chosen to speak for that group. The spokesperson's three (3) minute time allocation may be extended by the Chairperson in his/her discretion.

**Deleted:** <#>Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet, clapping and talking (other than giving public comment) or other acts which disrupts the orderly conduct of the District meeting.¶

¶ Members of the audience who wish to address the Board on a particular item on the Agenda shall line up behind the podium or sit in the front two¶  
(2) rows next to the podium.¶  
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- (g) Persons addressing the Board shall confine the subject matter of their comments to the Agenda item being considered by the Board of Directors.
- (h) Each person addressing the Board of Directors shall do so in an orderly and civil manner and shall not engage in conduct which disrupts the orderly conduct of the District meeting.
- (i) The Chairperson may rule a speaker out of order who is unduly repetitious or extending discussion of irrelevance.
- (j) Except as provided below, persons who reference or read from documents such as reports, exhibits, or letters ("Documents") as part of his/her comment to the Board shall lodge the Document (or a copy) with the District Secretary at the end of the comment, to allow the Document to be appropriately referenced in the meeting Minutes and to allow District staff the opportunity to review and respond to the Document. The Chairperson has the discretion to strike a speaker's comments from the record for failure to lodge the referenced Documents. Upon request, the lodged Documents shall be returned to the speaker after 1:00 p.m. on the day following the meeting.

Exceptions:

- Speaker's presentation outline, however, Documents referenced in the outline shall be lodged.
- Documents that are in the Agenda packet.
- Documents that have been previously published by the District, so long as the speaker identifies the Document by date, author and the pages referenced or read from.
- For voluminous Documents the speaker need only lodge the cover sheet that identifies the author and date and the pages read from or referenced.

**2.7** Enforcement of Rules of Decorum. Any person who violates the Rules of Decorum may, at the discretion of the Chairperson, be removed from the meeting. The Rules of Decorum shall be enforced in the following manner:

- (a) Warning. The Chairperson shall warn the person who is violating the rules of decorum.
- (b) Expulsion. If after receiving a warning from the Chairperson, the person persists in violating the rules of decorum the Chairperson shall order the person to leave the Board meeting room for the remainder of the meeting.

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- (c) Assisted Removal. If such person does not voluntarily remove himself/herself, the Chairperson may order any law enforcement officer who is on duty at the meeting, or who may be summoned to the meeting, to remove the person from the Board room.
- (d) Restoration of Order. If order cannot be restored by the removal of individuals who are disrupting the meeting, the Board meeting will be continued under the provisions of Government Code §54957.9
- 2.8 Limitations (Government Code §59454.3(c)) The Rules of Decorum shall not be interpreted to prohibit public criticism of the policies, procedures, programs or services of the District.
- 2.9 The Chair, or in his/her absence the Vice Chair, or if both are absent, the Chair's designee as provided by Paragraph 1.3, shall be the presiding officer at District Board meetings. He/She shall conduct all meetings in a manner consistent with the policies of the District. He/She shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/She shall announce the Board's decision on all subjects. He/She shall vote on all questions and on roll call votes his/her name shall be called last.
- 2.10 Two (2) Directors of the Board shall constitute a quorum for the transaction of business. When a quorum is lacking for a regular, adjourned, or special meeting, the Chair, Vice Chair, or any Director shall adjourn such meeting; or, if no Director is present, the District Secretary shall adjourn the meeting.
- 2.11 Except as otherwise specifically provided by law, a majority vote of the total membership of the Board of Directors is required for the Board of Directors to take action.
- 2.12 A roll call vote shall be taken upon the passage of all ordinances and resolutions, and shall be entered in the Minutes of the Board, showing those Directors voting aye, those voting no, those not voting because of a conflict of interest, and absent. A roll call vote shall be taken and recorded on any motion not passed unanimously by the Board. Silence shall be recorded as an affirmative vote.
- 2.13 Any person attending a meeting of the Board of Directors may record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without disruptive noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.14 All video tape recorders, still and/or motion picture cameras shall remain stationary and shall be located and operated from behind the public speakers podium once the meeting begins. The Chair retains the discretion to alter these guidelines, including the authority to require that all video tape recorders, still and/or motion picture cameras be located in the back of the room.

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**3. ETHICS TRAINING**

- 3.1** Pursuant to sections 53234 et seq. of the Government Code all Directors and designated District personnel shall receive at least 2 hours of ethics training every two years.
- 3.2** Each newly appointed Board member will receive such training from their Agency. Each newly designated District personnel shall receive ethics training no later than one year from the first day of service with the District and thereafter shall receive ethics training at least once every two years.

**4. AGENDAS**

- 4.1** The General Manager, in cooperation with the Board Chair, shall prepare the agenda for each regular and special meeting of the Board of Directors. Any Director may call the General Manager and request an item to be placed on the regular meeting agenda no later than 5 p.m. 11 calendar days prior to the meeting date. Such a request must also be submitted in writing either at the time of communication with the General Manager or delivered to the office within the next working day.
- 4.2** A block of twenty (20) minutes time shall be set aside to receive general public comment. Comments on agenda items should be held until the appropriate item is called. Unless otherwise directed by the Chair, public comment shall be presented from the podium. The person giving public comment shall state his/her name and whether or not he/she lives within the District boundary prior to giving his/her comment. Public comment shall be directed to the Chair of the Board and limited to three (3) minutes unless extended or shortened by the Chair at his/her discretion.
- 4.3** Those items on the District Agenda which are considered to be of a routine and non-controversial nature are placed on the "Consent Agenda". These items shall be approved, adopted, and accepted, etc. by one motion of the Board of Directors; for example, approval of Minutes, approval of Warrants, various Resolutions accepting developer improvements, minor budgetary items, status reports, and routine District operations.
- (a)** Directors may request that any item listed under "Consent Agenda" be removed from the "Consent Agenda", and the Board will then take action separately on that item. Members of the public will be given an opportunity to comment on the "Consent Agenda"; however, only a member of the Board of Directors can remove an item from the "Consent Agenda". Items which are removed ("pulled") by Directors of the Board for discussion will typically be heard after other "Consent Agenda" items are approved unless a majority of the Board chooses an earlier or later time.
- (b)** A Director may ask questions on any item on the "Consent Agenda". When a Director has a minor question for clarification

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concerning a consent item which will not involve extended discussion, the item may be discussed for clarification and the questions will be addressed along with the rest of the "Consent Agenda". Directors are encouraged to seek clarifications prior to the meeting if possible.

- (c) When a Director wishes to consider/"pull" an item simply to register a dissenting vote, or conflict of interest, the Director shall inform the presiding officer that he/she wishes to register a dissenting vote, or conflict of interest, on a particular item without discussion. The item will be handled along with the rest of the Consent Agenda, and the District Secretary shall register a "no" vote, or conflict of interest, in the Minutes on the item identified by the Director.

**5. PREPARATION OF MINUTES AND MAINTENANCE OF TAPES**

- 5.1 The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper subheads;
- 5.2 The minutes of the Board of Directors shall record the aye and no votes taken by the members of the Board of Directors for the passage or denial of all ordinances, resolutions or motions.
- 5.3 The District Secretary shall be required to make a record only of such business as was actually considered by a vote of the Board and, except as provided in Sections 5.4 and 5.6 below, shall not be required to record any remarks of Directors or any other person;
- 5.4 Any Director may request for inclusion into the Minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed. In addition, the minutes shall include brief summaries of public comment, the General Manager's report, matters of concern to District legal counsel, District committee reports, and Directors' reports. Materials submitted with such comments shall be appended to the minutes at the request of the General Manager, District Counsel, the Board Chair, or any Director.
- 5.5 The District Secretary shall attempt to record the names and general place of residence of persons addressing the Board, the title of the subject matter to which their remarks related, and whether they spoke in support or opposition to such matter.
- 5.6 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.
- 5.7 The District shall keep and maintain the electronic recordings of District Board Meetings for a period of three hundred sixty-five (365) days beyond the date that the Minutes for any meeting are approved. The purpose is to insure accuracy of

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the Minutes and the electronic recording is not intended to substitute for the official record of the meeting.

**6. DIRECTORS**

- 6.1 Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors.
- 6.2 Members of the Board of Directors shall exercise their independent judgment on behalf of the interest of the entire District, including the residents, property owners and the public as a whole.
- 6.3 Information may be requested from staff or exchanged between Directors before meetings, within such limitations as required by the Brown Act. Information that is requested or exchanged shall be distributed through the General Manager, and all Directors will receive a copy of all information being distributed.
- 6.4 Directors ~~should~~ at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- 6.5 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions. ~~Civil discourse is encouraged.~~ Once the Board of Directors takes action, dissenting Directors should not to create barriers to the implementation of said action.
- 6.6 Except during open and public meetings the use of direct communication, personal intermediaries, or technological devices that is employed by a majority of the Directors to develop a collective concurrence as to action to be taken on an item by the Board of Directors is prohibited.
- 6.7 Directors shall not be prohibited by action of the Board of Directors from citing his or her District affiliation or title in any endorsement or publication, so long as no misrepresentation is made, or implied, about the District's position on the issue.
- 6.8 Directors are cautioned when using e-mail communications. Any communication from the General Manager, or the District's legal counsel, or from other members of the Board of Directors, in each case the Director in responding to that e-mail shall not respond to "all", as that could constitute a violation of the Brown Act for a serial meeting or other provisions.

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**7. AUTHORITY OF DIRECTORS**

- 7.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.
- 7.2 Directors do not represent any fractional segment of the community but are, rather, a part of the body which represents and acts for the community as a whole.

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7.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

7.4 Directors, when attending other meetings, may refer to their affiliation as a member of the Board of Directors and may make statements on their own behalf or endorsements on their own behalf as long as there is no misrepresentation made or implied about the District's position in regards to the issue presented.

**8. AUTHORITY OF THE GENERAL MANAGER**

The General Manager shall be responsible for all of the following:

- 8.1 The implementation of the policies established by the Board of Directors for the operation of the District.
- 8.2 The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the District's Personnel Policies as established by the Board of Directors.
- 8.3 The supervision of the District's facilities and services.
- 8.4 The supervision of the District's finances.

**9. DIRECTOR GUIDELINES**

- 9.1 Directors, by making a request to the General Manager, shall have access to information relative to the operation of the District, including but not limited to statistical information, information serving as the basis for certain actions of Staff, justification for Staff recommendations, etc. If the General Manager cannot timely provide the requested information by reason of information deficiency, or major interruption in work schedules, work loads, and priorities, then the General Manager shall inform the individual Director why the information is not or cannot be made available.
- 9.2 In handling complaints from residents or property owners within the District, or other members of the public, Directors are encouraged to listen carefully to the concerns, but the complaint should be referred to the General Manager for processing and the District's response, if any.
- 9.3 Directors, when seeking clarification of policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, should refer said concerns directly to the General Manager.
- 9.4 When approached by District personnel concerning specific District policy, Directors should direct inquiries to the General Manager. The chain of command should be followed. If a Director concludes that a personnel issue is not being adequately addressed in this manner, he/she should refer it to the Board's personnel committee for further consideration, in accordance with District Personnel Policy.



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- 9.5** Directors and General Manager should develop a working relationship so that current issues, concerns and District projects can be discussed comfortably and openly.
- 9.6** When responding to constituent request and concerns, Directors should respond to individuals in a positive manner and route their questions to the General Manager.
- 9.7** Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
- 9.8** No member may participate in a hearing or take action on an item which creates an economic conflict of interest for the member. Where there is an economic conflict of interest, the conflicted member shall announce the nature of the conflict of interest and recuse himself or herself from the hearing or deciding the matter and thereon step down from the dais and leave the room until the matter has been fully considered and voted upon, or otherwise continued.

**10. DIRECTOR COMPENSATION**

- 10.1** Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular, adjourned or special meeting of the Board of Directors attended by him/her.
- 10.2** Each Director is authorized to receive one hundred dollars (\$100) per day as compensation for representation of the District at a public meeting or public hearing conducted by another public agency and/or participation in a training program on a topic that is directly related to the District, provided that the Board of Directors has previously approved the member's participation at a Board of Director's meeting and the member delivers a written report to the Board of Directors at the District's next regular meeting regarding the member's participation.
- 10.3** In no event shall Director compensation exceed \$100 per day.
- 10.4** Director compensation shall not exceed six full days in any one calendar month.

**11. DIRECTOR REIMBURSEMENT**

- 11.1** Each Director is entitled to reimbursement for their actual and necessary expenses, including the cost of programs and seminars, incurred in the performance of the duties required or authorized by the Board.
  - (a)** It is the policy of the District to exercise prudence with respect to hotel/motel accommodations. It is also the policy of the District for Directors and staff to stay at the main hotel/motel location of a conference, seminar, or class to gain maximum participation and advantage of interaction with others whenever possible.

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If lodging is in connection with a conference or organized education activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board of Directors at the time of booking. If the group rate is not available, the Director shall use lodging that is comparable with the group rate. Personal phone calls, room service, and other discretionary expenditures are not reimbursable.

- (b) Members of the Board of Directors shall use government and group rates offered by a provider of transportation for travel when available. Directors using his/her private vehicle on District business, shall be compensated at the prevailing IRS per diem mileage rate.
- (c) Any Director traveling on District business shall receive in addition to transportation and lodging expenses, a per diem allowance to cover ordinary expenses such as meals, refreshments and tips. The amount set for per diem shall be considered fair reimbursement. The per diem shall include \$10.00 for breakfast, \$10.00 for lunch, \$20.00 for dinner, for a daily total of \$40.00.
- (d) All travel and other expenses for District business, conferences, or seminars outside of the State of California shall require separate Board authorization, with specific accountability as to how the District shall benefit by such expenditure.

11.2 All expenses that do not fall within the reimbursement policy set forth in 10.1, above, shall be approved by the Board of Directors, at a public meeting, before the expense is incurred.

11.3 Board members shall submit an expense report on the District form within ten (10) calendar days after incurring the expense. The expense report shall be accompanied by receipts documenting each expense except for per diem allowances.

11.4 Members of the Board of Directors shall provide brief reports on meetings attended at the expense of the District at the next regular meeting of the Board of Directors.

**12. CORRESPONDENCE DISTRIBUTION POLICY**

Time permitting, the following letters and other documents shall be accumulated and delivered to the Board of Directors on Monday of each week and/or with agenda packet.

12.1 All letters approved by the Board of Directors and/or signed by the Chair on behalf of the District; and

12.2 All letters and other documents received by the District that are of District-wide concern, as determined by District staff.

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**13. CONFLICTS AND RELATED POLICY**

State laws are in place which attempt to eliminate any action by a Director or the District which may reflect a conflict of interest. The purpose of such laws and regulations is to insure that all actions are taken in the public interest. Laws which regulate conflicts are very complicated. The following provides a brief policy summary of various conflict related laws. Directors are encouraged to consult with District Legal Counsel and/or the FPPC at 1-800-ASK-FPPC (1-800-275-3772), prior to the day of the meeting, if they have questions about a particular agenda item.

**13.1 Conflict of Interest**

Each Director is encouraged to review the District Conflict Code on an annual basis. The general rule is that an official may not participate in the making of a governmental decision if it is: reasonably foreseeable that the decision will have a material financial effect on the official or a member of his or her immediate family or on an economic interest of the official, and the effect is distinguishable from the effect on the public generally. Additionally, the FPPC regulations relating to interests in real property have recently been changed. If the real property in which the Director has an interest is located within 500 feet of the boundaries of the property affected by decision, that interest is now deemed to be directly involved in the decision.

**13.2 Interest in Contracts, Government Codes Section 1090**

The prohibitions of Government Code Section 1090 provide that the Board of Directors may not contract with any business in which another Director has a financial interest.

**13.3 Incompatible Office**

The basic rule is that public policy requires that when the duties of two offices are repugnant or overlap so that their exercise may require contradictory or inconsistent action, to the detriment to the other public interest, their discharge by one person is incompatible with that interest. When a Director is sworn in for such a second office, he/she is simultaneously terminated from holding the first office.

**14. EVALUATION OF CONSULTANTS**

The District's legal counsel shall be evaluated by the Board of Directors annually during the months of May and June of each year.

**15. CONTINUING EDUCATION**

Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Subject to

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budgetary constraints, there is no limit to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

**16. BOARD BYLAWS REVIEW POLICY**

Subject to 3.1 the Board Bylaws Policy shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action.

**17. RESTRICTIONS ON RULES**

The rules contained herein shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with State or Federal laws.



## **SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

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[www.sslocsd.org](http://www.sslocsd.org)

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**To:** Board of Directors

**From:** John Clemons, Interim District Administrator

**Date:** March 16, 2016

**Subject:** Selection of Design Engineering Firm for Wastewater Treatment Facility  
Redundancy Project and Approval of Contract

### **RECOMMENDATION**

Staff recommends that the Board of Directors issue a Notice of Award to Kennedy/Jenks Consultants, Inc., and authorize the Interim District Administrator to execute the attached contract for design of the WWTF Redundancy Project.

### **BACKGROUND**

At the November 18, 2015 regular meeting, the Board approved issuance of a Request for Qualifications for Engineering Design Services for the Redundancy Project. The primary objective of the project is to allow the single biological treatment unit, the fixed film reactor or FFR, and the single secondary clarifier to be taken out of service for maintenance or repairs while allowing the District to meet discharge permit requirements.

On January 6, 2016 the Board approved a contract with John F. Rickenbach Consulting for completion of a Coastal Development Permit and California Environmental Quality Act documentation (anticipated to be a mitigated negative declaration). This effort is necessary to receive approvals for construction of the Redundancy Project.

On February 17, 2016 the Board of Directors requested that the agenda item to review and select a design firm for the WWTP Redundancy Project be rescheduled for March 16th to allow the directors more time to review the proposed agreement.

District staff reviewed District records and determined that a Mitigated Negative Declaration (MND) was prepared for the project and CEQA findings were adopted by the Board of Directors at the July 7, 2010 public hearing. This MND addressed the same project as the current scope of work and use of this document will eliminate cost from the current project.

A Coastal Development Permit was submitted electronically on February 28, 2016. Supporting documentation, including the 2010 Negative Declaration, was submitted on March 11, 2016, in hard copy.

## **DISCUSSION**

The District issued the RFQ on November 20, 2015. A mandatory meeting was held on December 8, 2015, for prospective proposers and was attended by representatives from AECOM, Carollo Engineers, Kennedy/Jenks, Yeh & Associates, and Cannon Corporation.

Two consultant teams submitted Statements of Qualifications (SOQs) on January 15, 2016: Kennedy/Jenks Consultants and Carollo Engineers. Based on the qualifications of both proposed teams and the adherence of both SOQs to the RFQ requirements, an evaluation team of John Clemons, Jim Garing (Garing & Taylor), and Mike Nunley (MKN) conducted interviews on February 3, 2016.

As described in the RFQ, both the written SOQs and the interviews were evaluated according to the following criteria:

- Quality and clarity of SOQ, and understanding of the work
- Experience of firm's Project Manager and key team members together on similar projects
- Firm's history of design projects with minimal construction change orders
- Experience designing WWTP improvements in the Coastal Zone with similar site constraints (flood risk, tsunami risk, and soils)

Both firms presented qualified teams and a comprehensive project approach. Kennedy/Jenks Consultants was ranked highest by the interview team because of their experience with past successful projects at the WWTF, the experience of their project team together on similar projects, and their experience in designing WWTP improvements in the Coastal Zone. The Kennedy/Jenks Consultants team included Cannon Corporation for surveying, civil engineering and flood mitigation design support; ESA for coastal planning and engineering expertise; and Dan Cortinovic, PE, an operations consultant. ESA was proposed to provide support for coastal and flood control issues and also for as-needed services to the District to respond to permitting agency requests. No overlap between JFR Consulting and ESA will occur, since ESA will only provide support for special studies identified by CCC or other permitting agencies if needed.

A scope and budget were negotiated with Kennedy/Jenks Consultants for consideration by the District Board. The proposed budget is \$1,837,304 (including \$30,000 for as-needed permitting support and \$50,050 for as-needed construction and startup support), which is within the total engineering design budget of \$1,870,000<sup>1</sup> from the September 2015 Work Plan (MKN).

If the Board approves issuance of a Notice of Award to Kennedy/Jenks Consultants, as well as execution of the attached agreement, the next stages of the Redundancy Project will follow the schedule below as presented in the RFQ:

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<sup>1</sup> Includes \$1,490,000 for design services and \$380,000 for engineering services during construction (ESDC)

Consultant Selection / Board Approval	March 16, 2016
Notice to Proceed	April 6, 2016
Initial Feedback from California Coastal Commission	June 30, 2016 (Goal)
Final Design Documents/ Permit Issuance	June 30, 2017
Construction Bidding	Summer – Fall 2017
Construction	Fall 2017 – Fall 2019

At the February 17 Board meeting, the Directors asked staff to confirm that all the work items identified in the contract as the responsibility of the District (including permitting, potholing and construction management) would be performed by District staff. Kennedy/Jenks and District staff worked collaboratively to develop the scope of work and many of these requirements were identified in the Request for Qualifications. District staff is prepared to provide any services or information identified in the agreement.

## **OPTIONS**

1. Approve staff's recommendation to issue a Notice of Award to Kennedy Jenks Consultants and execute the District's agreement for design services.
2. Reject staff's recommendation and direct staff as to how to proceed

Best Regards,

John Clemons III  
Superintendent/Interim District Administrator

Attachment  
Agreement for Engineering Design Services

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made on \_\_\_\_\_, by and between Kennedy/Jenks Consultants, Inc. ("Consultant") and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. District intends to improve the Wastewater Treatment Plant (WWTP) by adding redundancy in the secondary treatment process as stated in the current National Pollutant Discharge Elimination System (NPDES) permit and Waste Discharge Requirement Orders.
2. District does not have engineering staff to perform design engineering or capital improvements projects.
3. District issued a Request for Qualifications, received two Statements of Qualifications, and interviewed both firms.
4. An evaluation committee selected Consultant as the most qualified firm to perform engineering design of the Redundancy Project.
5. Issuing a Request for Qualifications, selecting the most qualified consultant for negotiation of a scope and fee, and bringing the negotiated agreement before the Board for consideration and/or approval is consistent with District's Purchasing Guidelines.

### **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 [insert text], beginning on the date first written above. This contract may be extended by mutual 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 deposit of notice as specified in this Agreement.

**2.02. Services to be Performed.** Consultant shall determine the method, details and means of providing engineering design services for the WWTP Redundancy Project. 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.(Interim) District Administrator  
South San Luis Obispo County  
Sanitation District  
P.O. Box 339  
Oceano, CA 93475-0339

To Consultant:  
Attn: John Wyckoff, PE  
2350 Mission College Blvd  
Santa Clara, CA 95054

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](http://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.

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:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
District Counsel

**EXHIBIT "A"**

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Project Purpose, Scope of Work, and Organization**

The South San Luis Obispo County Sanitation District (District) owns and operates a wastewater treatment facility (WWTF) that is permitted under National Pollutant Discharge Elimination System (NPDES) No. CA0048003/Waste Discharge Requirements Order No. R3-2009-0046. The existing plant uses mechanical screens, primary clarifiers, fixed film reactors (FFR), one secondary clarifier, and chlorination to provide secondary treatment with disinfection to treat wastewater. The plant is designed and permitted to treat a peak dry weather flow of 5.0 million gallons per day (MGD).

The existing treatment plant cannot meet effluent limits at the permitted design flow if the FFR or the secondary clarifier is out of service. There is no redundant unit for either process. The goal of this project is to allow major process units to be removed from service for maintenance or repairs without risking violation of effluent permit limits.

Project components included in this scope of work are listed below:

- Two activated sludge (AS) aeration basins
- One secondary clarifier
- One fixed film reactor (FFR) effluent pump station
- Waste activated sludge (WAS) thickening equipment
- WAS/scum and return activated sludge (RAS) pumping equipment, located in existing structures or under a canopy next to new structures
- Blower, electrical, and motor control center (MCC) in a new masonry building attached to the aeration basins
- Dewatered sludge conveyor
- Yard piping associated with the upgrades listed above
- Site improvements associated with the upgrades listed above
- Flood control improvements (extent of improvements to be determined)
- Instrumentation and controls and electrical systems associated with the upgrades listed above

The project will be completed within the existing plant site on property that has been previously disturbed. No additional property or offsite work is anticipated. Design of the recommended flood control improvements will be scoped and budgeted after the concept design report; this scope includes advancing flood control to the preliminary design level.

The Scope of Work is organized into seven phases:

- **Phase 1:** Preliminary Design
- **Phase 2:** As Needed Support for CEQA and Permits
- **Phase 3:** Final Design and Construction Documents
- **Phase 4:** Workshops, Project Management, and Quality
- **Phase 5:** Engineering Cost Opinion
- **Phase 6:** Bid Phase Services
- **Phase 7:** Office Engineering During Construction

Each phase is discussed in the following pages.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Phase 1 – Preliminary Design**

Preliminary Design Services will include investigations and design development. Previous design reports focus on the treatment process, including the nominal size and planning-level cost opinions of major unit process components. Permitting, geotechnical, condition assessment of existing facilities, other project costs and site constraints were outside the scope of the previous reports. These issues will be assessed during this phase to identify the condition of existing facilities, existing/new facility interrelationships, design criteria, permit implications, costs, and schedule/sequencing implications. The Consultant (Kennedy/Jenks, Cannon, ESA, and/or Yeh) will also identify any refinements to the conceptual design described in prior reports that will improve the operability and energy efficiency of the WWTF and/or enable it to produce high quality effluent. Phase 1 tasks are described below.

#### **Task 1.1 - Topographic and Structure Survey**

The Consultant will complete a topographic survey that includes acquisition of a preliminary title report for boundary information, locations of existing structures, facilities, and plotable easements. The survey will utilize existing aerial mapping supplemented by a conventional field survey of site features. The site survey will be used for updating existing aerial mapping of the site.

Survey services will be performed to the following specifications:

- Horizontal Coordinates based on NAD83 Lambert Zone 5.
- Vertical Control based on NAVD88.
- Provide 3D tin lines for surface creation.

Newly constructed facilities and buildings will be located, and additional spot elevations will be identified to provide an updated 1-foot topographic base map showing visible above ground improvements such as tanks and process units; foundations and equipment pads; fire hydrants, exposed pipes and valves; fire hydrants, valve cover boxes, air/vac cans or risers, and other appurtenances; berms, basins and drainage features such as natural drainage channels, concrete v-ditches, channels and culverts; and rims and inverts of sewer and storm drain man holes and inlets within project survey limits. Individual pipes greater than 4-inches in diameter will be located separately. Smaller diameter above-ground pipes that are closely aligned in ducting or pipe arrays will be surveyed at the approximate centerline of the pipe array and a brief description of the pipes in the ducting or array will be provided on the base map. The Consultant will also locate any visible underground utility mark-outs and ground evidence of recent trenching locations such as newly installed electrical or telephone lines.

Surveying support for potholing of up to six (6) locations will also be provided. The Consultant will coordinate with the District to identify the pothole locations and coordinate with District staff for locating the lines, once exposed.

#### **Task 1.2 - Preliminary Geotechnical Investigation**

Site soil conditions, including high groundwater, bearing strength, liquefaction potential, and other parameters will be addressed to provide design values for foundations, embankments and slopes, drainage and other project elements. Early in Phase 1, the Consultant will perform a preliminary geotechnical investigation which will include an initial field exploration program. The purpose of the preliminary geotechnical evaluation, and performing explorations before proceeding with design, will be to provide an early assessment of geologic hazards and geotechnical considerations that could impact the location of facilities, design of structure, schedule or cost of construction. The field exploration will include Cone Penetration Test (CPT) soundings, soil resistivity testing, and borings within the plant facility. Seven (7) CPT's and three (3) borings up to 70 feet deep are planned. A Preliminary Geotechnical Report will be prepared which will provide a preliminary

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

assessment of liquefaction, seismic settlement, and foundation support for structures. The report will include the evaluation of alternatives that may be needed to address liquefaction, soft soils, or settlement and the preferred alternative for this project, if appropriate.

### **Task 1.3 - Pipeline Condition Assessment**

Recently it was discovered that some buried plant piping that was part of the original WWTF construction in 1965 had experienced significant corrosion requiring repair. The Consultant will assess the condition of buried and exposed pipelines that will be modified for the new processes to determine if repair or replacement is necessary. This will include evaluation of soil, wastewater, and atmospheric corrosivity; review of the original plans and specifications for the pipelines; and discussions with the District's O&M staff regarding their recent observations of pipe condition. The Consultant will work with the District and its Project Manager to determine which pipelines should be potholed and assessed; the consultant will then evaluate the condition of coatings, pipe thickness, and level of pitting. Up to six (6) pipelines are budgeted to be potholed and evaluated in conjunction with Task 1.1; it is assumed that the District will pothole the piping and the Consultant will observe and take measurements. The Consultant will also work with the District to select pipelines which could be internally inspected using manned internal inspection, video technology or other means. Internal inspection of pipelines is not currently budgeted, but could be added to the scope of work if determined necessary (refer to optional task 1.3A).

The Consultant will summarize pipeline condition and life expectancy along with alternative repair and replacement methods, recommendations and associated costs in Technical Memorandum No. 2. Repair/replacement recommendations will provide the basis for final design of necessary improvements during Phase 3.

### **Optional Task 1.3A - Internal Inspection and Condition Assessment of Additional Pipelines and Facilities**

At the District's discretion, the Consultant will extend the condition assessment to include pipelines not directly affected by the Redundancy Project if they are felt to be at significant risk. Other plant facilities such as treatment units, pump stations, other mechanical equipment, structures, and appurtenances can be assessed as well. If requested, the Consultant will develop detailed work plans and schedules for internal pipeline inspections addressing safety, shut down and startup procedures, access, and internal inspection methodology.

This optional task is not included in the requested budget, but can be added to the scope of work and budget later if needed.

### **Task 1.4 - Design Criteria Refinement**

The Consultant will review available plant data, prior reports, and identify additional data requirements for design of the project. The design criteria presented in prior reports will be reviewed and updated or modified if appropriate. Steps taken to refine the design criteria will include:

- Document existing and future flows and plant loading to verify that the Redundancy Project will meet its defined objectives.
- Develop proposed sizing for improvements including the new aeration basins; additional secondary clarifier; FFR pump station; waste activated sludge thickening improvements; blower, electrical and motor control center building; dewatered sludge conveyor; yard piping; instrumentation and controls; and electrical systems.
- Recommend required project equipment with respect to equipment performance, familiarity of operations staff and synergy with existing WWTF equipment, cost and energy efficiency.
- Conduct a review of applicable building codes and standards for new facilities.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

- Present conceptual structural and architectural designs for the new facilities based on the preliminary geotechnical report and discussions with the District.
- Review site preparation, grading operations, paving, storm drainage installation, flood and tsunami protection (see Task 1.5), and vehicle access for the project.
- Provide strategy for integration of the plant's proposed cogeneration facilities (by others) with the Redundancy Project.
- Address construction sequencing and plant operations to designate an effective staging for the construction of improvements so as to minimize impacts on plant operations.
- Define the design-related documents needed to meet CEQA requirements in conjunction with the District's team as part of Phase 2.
- Coordinate with plant staff regarding power quality issues that may affect the new facilities (phase/current imbalance, etc.) and discuss solutions.
- Prepare a planning level cost estimate to allow the District to identify project funding requirements.
- Prepare technical memoranda containing project strategy and design alternatives to be discussed in design workshops with the District's team. These memoranda will act as the basis for the draft Concept Design Report. These memoranda include:
  - TM1 – Liquid Process Design, including:
    - Influent Flow Characteristics
    - Process and Hydraulic Modeling
    - Fixed Film Reactor Effluent Pumping
    - Activated Sludge Facilities including Blowers, RAS, and WAS Pumps
    - Secondary Clarification Facilities
  - TM2 – Site Piping Condition Assessment
  - TM3 – Solids Process Design, including:
    - Waste Activated Sludge Thickening Alternatives
    - Dewatered Sludge Conveyance
    - Integration with Cogeneration Facilities
  - TM4 – Discipline Design, including:
    - Code Review
    - Structural Design
    - Architectural Design
    - Building Mechanical Design
    - Power and Electrical Distribution and Motor Control Centers
    - Instrumentation and Controls
  - TM5 – Site Planning, Site Improvements, Flood Risk Mitigation Alternatives, and CEQA
  - TM6 - Construction Sequencing

Workshops will be conducted for alternatives evaluations related to waste sludge thickening and flood mitigation measures; this work is further described in Tasks 1.5 and 1.6. Other improvements (pumping, blowers, etc.) will forego an alternatives evaluation process and will be recommended based on the Consultant's experience and best fit technology for this application.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Optional Task 1.4A – Alternatives for Future Production of Recycled Water**

At the District's discretion, the Consultant will present conceptual alternatives for how the concept design could be upgraded for future production of recycled water. These concepts could include a sidestream nutrient removal facility (e.g. a packaged MBR system), a sidestream tertiary filtration facility (membranes, media filters, or cloth disk filters), a complete plant upgrade, or other alternatives based on District preferences. Up to three alternatives will be presented with conceptual layouts, conceptual cost estimates, and conceptual O&M estimates. The concept alternatives would be presented in TM 7 – Alternatives for Future Production of Recycled Water.

This optional task is not included in the requested budget, but can be added to the scope of work and budget later if needed.

### **Task 1.5 - Flood Risk Mitigation Alternatives**

The preliminary design will include flood-proofing measures for the WWTF based upon evaluations and recommendations developed by the District with input from the Consultant. The WWTF is located within a tsunami hazard zone mapped by the State of California for emergency planning, which represents the maximum credible tsunami. This mapping will be reviewed by the Consultant, and recommend strategies for emergency response will be discussed in a workshop setting with the District, its Project Manager, and permitting consultant. American Society of Civil Engineers (ASCE) Category III and IV buildings guidelines will also be reviewed and considered with the District.

The results of this workshop will be combined with the flood and tsunami risk assessments conducted by the District and its Project Management Team plus any input from the permitting agencies. The output will be a strategy for mitigating flood and tsunami risks.

Using the above strategy as a basis, the preliminary design effort will include a review of the District's analysis of flood-proofing measures for both existing facilities and Redundancy Project components. The Consultant will review the various alternative flood-proofing measures considered by the District, which are expected to include full site flood protection measures, flood-proofing of critical facilities only, evacuation and emergency access requirements, storm drainage system upgrades, and other improvements to reduce inundation after flooding events. The Consultant will work with District staff and the Project Management Team to select the flood-proofing measures to be designed as part of the Redundancy Project for both existing and new facilities.

A summary of the flood risk evaluations performed by the District, along with the recommended design features, will be summarized in Technical Memorandum No. 5.

### **Task 1.6 - Sludge Thickening Alternatives**

While a centrifuge was identified as the preferred waste activated sludge (WAS) thickening equipment in prior studies, the Consultant will evaluate other options such as screw-type, rotary drum, and gravity belt thickeners as a minimum. The Consultant will provide a recommendation to the District based a number of criteria including:

- Capital cost
- Annual operation and maintenance cost (including chemical, power, operation/maintenance, and major service/replacement)



# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

- Total lifecycle costs
- Potential equipment obsolescence
- Reliability and flexibility
- Ease of operation and maintenance
- Consistency with existing WWTF equipment

The analysis of sludge thickening alternatives, along with a recommendation, will be summarized in Technical Memorandum No. 3.

### **Task 1.7 - Geotechnical Report**

Near the completion of Phase 1, the Consultant will prepare a design-level Geotechnical Report. At this point, the project design concept and layout will have been defined and the size of the structures and other facilities will be known. The findings presented in the Preliminary Geotechnical Report will be discussed along with recommendations for seismic data for use with code based design, and the design of earthwork, trenches, foundations, buried structures, and pavements. Geotechnical considerations and materials recommendations will be provided for reuse of excavated soil as compacted fill, trench and wall backfill, surface and subsurface drainage, and aggregates. Graphics will be provided to show the site location, the locations of the field explorations relative to the proposed improvements, and the interpreted subsurface profile(s).

### **Task 1.8 - Concept Design Report**

The Concept Design Report will summarize the results of the investigations and describe the proposed design for the WWTF Redundancy Project. It will refine the overall project concept presented in earlier reports and present a comprehensive set of design criteria and guidelines based on the technical memoranda discussed above. It will serve as the foundation for the final design to be completed in Phase 3. The report will include:

- An executive summary of the preliminary design recommendations, with Technical Memoranda attached as appendices
- 30% level design plans
- A preliminary list of construction plans
- A preliminary list of construction technical specifications
- A preliminary project schedule, and
- An engineer's opinion of the probable cost of construction based on the 30% level of design

### **Phase 1 - Deliverables**

- A topographic base map of the site with 1-foot contour interval (1' Major and 0.5 index contours) and showing the above existing site details. The base map will be provided in an AutoCAD .DWG format together with a .PDF of the base map and an ASCII or .CSV points file showing point number, N/E coordinates, elevation, point feature and description.
- Technical Memorandum No. 3 (including Waste Sludge Thickening Alternatives)
- Technical Memorandum No. 5 (including Flood Mitigation Alternatives)
- Draft Preliminary Geotechnical Report
- Draft and Final Geotechnical Report
- Draft and Final Concept Design Report
- Other Technical Memoranda (to be submitted as attachments to Draft and Final Concept Design Report)

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Phase 2 – As-Needed Support for CEQA and Permits**

Permitting and CEQA compliance activities will be handled by the District's Project Manager, with the Consultant providing support services. Services may include:

- Development of a project description for the CEQA process
- Assessment of construction period impacts
- Consultation regarding sea level rise and tsunami risk
- Participation in strategy meetings with the District and its Project Management team
- Participation in meetings with the California Coastal Commission
- Participation in meetings with other regulatory agencies
- Preparation of exhibits or other materials for and general assistance with permit applications
- Assessment of additional design alternatives requested by permitting agencies
- Review of the Report of Waste Discharge
- Review of draft permit applications
- Negotiation assistance

The scope of work for this Phase is not defined and budget is included for this assistance on an "as needed" basis, to assist the District with the above listed services up to the budgeted level of effort. The actual scope needed will be identified by the District as required.

### **Phase 3 – Final Design and Construction Documents**

The Consultant will develop 60%, 90%, and Final design plans and specifications required for competitive public bidding of the Project. Each design submittal shall be based on the previous and address comments from the District and the District's Project Management Team.

#### **Task 3.1 - 60% Design Plans and Specifications**

Subtasks include:

- Prepare and submit drawings and technical specifications for the 60% design submittal with the following estimated progress on the design disciplines as adjusted to meet the District's requests and project requirements:
  - General sheets, notes and design criteria – 90%
  - Site and civil design – 80%
  - Structural design – 70%
  - Architectural design – 70%
  - Mechanical design – 60%
  - Electrical design – 50%
  - Instrumentation – 50%
- Prepare and submit a 60% design effort engineer's opinion of the probable cost of construction (see Phase 5).
- Conduct a 60% design submittal review workshop with the District's team and members of the design team in order to assess progress and confirm/make decisions about design preferences and resolve open questions.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

- Prepare minutes from the 60% design review meeting and update action item and decision logs based on resulting direction from the District.
- Conduct a constructability review of the design to identify modifications to improve document clarity, improve constructability, and reduce project risk.

### **Task 3.2 - 90% Design Plans and Specifications**

Subtasks include:

- Prepare and submit drawings and technical specifications for the 90% design submittal with the following estimated progress on the design disciplines adjusted to meet the District's requests and project requirements:
  - General sheets, notes and design criteria - 99%
  - Site and civil design – 95%
  - Structural design – 95%
  - Architectural design – 95%
  - Mechanical design – 90%
  - Electrical design – 90%
  - Instrumentation – 90%
- Prepare and submit 90% design effort engineer's opinion of the probable cost of construction (see Phase 5).
- Conduct a 90% design submittal review workshop with the District's team and members of the design team in order to assess status of design and identify actions required to complete the bid package.
- Prepare minutes from the 90% design submittal review meeting and update action item and decision logs based on resulting direction from the District.
- Update the 60% level constructability review and conduct a bidability review focused on the clarity of the construction documents.

### **Task 3.3 - Produce Final Construction Documents.**

Subtasks include:

- Prepare final drawings and technical specifications.
- Review action item lists and decision logs to check that review comments from previous tasks have been addressed.
- Perform a final discipline quality control review of the documents.
- Perform a final inter-discipline check on drawings and specifications.
- Make any final adjustments to the engineer's opinion of the probable cost of construction.

### **Phase 3 - Deliverables**

- 60% design submittal and cost estimate
- 90% design submittal and cost estimate
- Constructability review memoranda
- Final design submittal

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Phase 4 – Workshops, Project Management, and Quality**

A number of meetings will be held to facilitate communication, monitor progress and make decisions as the project progresses. The Consultant team will also implement standard project management procedures to provide the necessary cost, schedule, and quality control for the project.

#### **Task 4.1 - Kickoff and Deliverable Workshops**

Workshops will be held regularly during the course of the design process, generally associated with deliverable products furnished to the District.

Budgeted workshops:

- Preliminary Design Kick-off Workshop
- Flood Mitigation Alternatives Workshop
- Sludge Thickening Alternatives Workshop
- Draft Concept (30% Design) Report Review Workshop and Final Design Kickoff
- 60% Design Submittal Review Workshop
- 90% Design Submittal Review Workshop

Workshops are budgeted for three (3) hours each workshop, with up to three (3) consultant staff attending in person and up to three (3) consultant staff participating by phone.

#### **Task 4.2 - Board of Directors Updates**

In addition to workshops between the Kennedy/Jenks team, the District staff, and the District's Project Management team, we will provide a project update to the District Board of Directors on a quarterly basis. These updates will highlight the status of project completion, key decisions made during the previous quarter, and major milestones and decisions expected during the upcoming quarter. The most recent engineer's opinion of probable cost of construction will also be presented to the Board.

Budgeted updates:

- Updates following completion of Concept Design Report (Phase 1)
- Updates following completion of Final Design (Phase 3)
- Updates following receipt of contractor bids (Phase 6)

#### **Task 4.3 - Project Management**

The objective of this task is to maintain regular communication with the District and make certain that technical objectives are achieved in a timely and cost effective manner. Project management activities include:

- Project Setup: Preparing internal project team documents such as a Project Management Plan and Hazard Appraisal and Recognition Plan (HARP). These internal documents include: the project scope, task assignments, deliverables, project team roles and responsibilities, communication protocols, a detailed project schedule, level of effort, safety requirements for this phase of the project, quality control and quality assurance review milestones, and project procedures.
- Negotiate Subcontracts: Developing subconsultant agreements. A defined scope of services with a not-to-exceed budget will be developed for these agreements.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

- Coordinate Members of Project Team, including Subconsultants: Working closely with project team members so that each person knows their role, work product expectations, deadlines, and labor allocations. The Consultant will have regular internal meetings to keep the project on track and to maximize design efficiencies.
- Monitor Project Schedule and Budget: The Project Schedule and Project Budget will be created as the project gets underway. Project deadlines will be established jointly by the Consultant and the District, and the District will be kept informed of work status as deadlines approach and budget status with each invoice.
- Project Progress Meetings with the District: The Consultant will participate in monthly project progress meetings via teleconference to keep the District apprised of project status, discuss work accomplished, solicit for input on design decisions, and plan subsequent stages of work. It is expected that these meetings will last 30 minutes to one hour.
- Prepare Monthly Project Status Report and Invoice for the District: The Consultant will monitor progress as compared to expenditures every month throughout the project. Monthly "Cost Control/Progress Reports" are routinely used for assessing Kennedy/Jenks' progress so that costs can be controlled and potential problems can be identified early enough in the process to resolve them before they become big issues. An earned value assessment will be provided with each monthly status report and invoice.
- Ongoing Review Activities: The Consultant will periodically review project work. QA/QC activities provided by other reviewers (independent reviewers, discipline reviewers, interdisciplinary reviewers) and associated with deliverables are budgeted under a separate task.
- Maintaining a Decision and Action Item Log: The Consultant will maintain a decision log throughout the project. The decision log will act as the project record of input and decisions from both the District and the Consultant project team.
- Preparing a Risk Register: The Consultant will prepare a risk register with completion of the 90% design submittal for discussion with the District. The risk register provides a helpful template to discuss bidding and construction risks and response plans prior to launching into bidding and construction efforts.

### **Task 4.4 - Quality Assurance/Quality Control**

The goal of this task will be to develop and implement a tailored QA/QC Plan to verify the quality of services and deliverables including reports, plans and documents provided to the District. The QA/QC Plan will require that technical documents receive the independent reviews prior to submittal to the District. Quality management steps include:

- QA/QC Plan: Develop project QA/QC Plan to guide the project technical reviews and establish the priority of providing quality services and deliverables. This plan will be integrated into the Project Management Plan.
- Independent Reviews: Perform independent technical reviews of deliverables by qualified design and construction staff.
- Concepts and Criteria Review (C&CR): Conduct an internal project Concept and Criteria Review (C&CR) to provide our project team with an early opportunity to confirm the project concept with senior design and construction management staff. The review consists of the scope of work, technical project approach, key project processes and design elements, the budget to perform the work, and the schedule.

### **Phase 4 – Deliverables**

Deliverables include:

- Workshop meeting minutes
- Project decision logs (summary of key decisions/feedback from workshops) – made available to the District via the web
- Progress reports attached to the monthly invoices, with earned value reporting

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

- Risk register
- Board presentations
- Project schedule updates

## **Phase 5 – Engineering Cost Opinion**

As described in Phases 1 and 3, opinions of the probable cost of construction will be prepared at the 30%, 60%, 90%, and final design levels. The Consultant will prepare costs estimates at the 60%, 90%, and Final Design Phases of the project in accordance AACE's Cost Estimate Classification System.

- A 30% Opinion of Probable Construction Cost (OPCC) will be prepared that defines the specific elements included in the Wastewater Treatment Facility Redundancy Project estimate, inclusions, exclusions, and assumptions used for each estimate update. Job specific site conditions, schedule, and contract considerations and local costs and requirements specific to San Luis Obispo County will be considered when preparing the estimate.
- At the 60% level of design, the OPCC will include quantity takeoffs for major structures such as aeration tanks and clarifiers and process equipment. Process equipment costs for major equipment such as clarifier mechanisms and blowers will be based upon a combination of historical pricing and vendor budget price quotes. Takeoffs for larger diameter process piping systems are included. Ancillary systems such as utilities and allowances are used for cost. Location factors and specific site conditions such as access to the site, haul routes, geotechnical conditions such as dewatering needs and shoring are considered when defining work activities. Temporary systems required for construction phasing are included. Site improvements will be included as allowance amounts.
- At the 90% level of design the estimate the estimate will use largely deterministic estimating methods, such as detailed quantity take-offs for process piping systems , and vendor price quotes for smaller equipment . Site improvements will be more defined and included in the takeoffs.
- At the final design level, final quantity takeoffs and updates to cost will be made. Adjustments for current local market conditions may be made. Adjustments for any special specification requirements may be made.

## **Phase 5 – Deliverables**

Included in other phases.

## **Phase 6 – Bid Phase Services**

The Consultant will assist the District to select a qualified contractor in accordance with the contract documents. The Consultant will provide the following services:

- Assist the District to advertise and distribute the final bid packages.
- Conduct a pre-bid meeting and site tour for prospective bidders; prepare summary meeting minutes.
- Receive and log bidder inquiries and requests for information; these inquiries will be handled through simple clarifications where possible, and other inquiries shall be responded to by addenda.
- Prepare and issue addenda and technical and design clarifications to bid documents.
- Attend a Board meeting to consider contract award

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Phase 6 – Deliverables**

Deliverables include:

- Up to two (3) addenda, submitted to the District in pdf format via email for distribution to bidder.
- Prebid meeting summary.

### **Phase 7 – Office Engineering During Construction**

The Consultant will provide engineering support throughout the construction period to assist the District in clarifying design intent, review product submittals, and developing solutions to resolve implementation challenges with construction contractor. Construction period services include:

#### **Task 7.1 – Conformed Drawings**

The Consultant will prepare a set of conformed drawings and specifications incorporating changes made via addenda during the bidding period.

#### **Task 7.2 – Responding to Requests for Information and Issuing Clarifications**

Inevitably questions will arise during construction. This task provides a vehicle for the design team to prepare written Clarifications and respond to written Requests for Information (RFIs) from the contractor. Clarifications and RFIs are used in the construction process to document and provide formal interpretation of questions arising instruction. The level of effort assumes 50 clarifications and RFIs.

#### **Task 7.3 – Preparing Requests for Quotation and Reviewing Change Orders**

In construction projects, situations occur that necessitate a change in scope of the construction contract. Through this task, the Consultant will assist the District in reviewing, interpreting, responding, and preparing changes to the construction contract. The Consultant will prepare written Requests for Quotation (RFQs) and respond to written Change Order (COs) requests from the contractor. RFQs are used to communicate and request quotations for Owner-initiated changes; for example, adding equipment not in the original scope is an example of an Owner-initiated change. COs are Contractor-initiated and used to communicate and request additional payment for providing extra work due to an unexpected condition. The level of effort assumes 15 Change Orders and RFQs.

#### **Task 7.4 – Submittal Reviews**

Submittals are used to communicate the contractor's intent for providing equipment and materials for the project; for example the contractor will prepare a submittal detailing the type of pipe they propose to provide. Consultant will review these submittals for compliance with the design intent, and advocate that the District receives the level of quality in the products that they have specified and are paying for. The level of effort assumes 200 submittals including resubmittals.

#### **Task 7.5 – Construction Meetings, Coordination Meetings, and Photo Review**

The Consultant will participate in weekly construction meetings and coordination meetings via phone to provide feedback to the District and the construction contractor on status of reviews and input on construction issues. This level of effort assumes one-hundred and four (104) 1-hour coordination meetings with the District and its Construction Manager, and one-hundred and four (104) 1-hour meetings with the District, its Construction Manager, and the construction contractor. Prior to the coordination meetings the Consultant will review photos from the previous week and provide feedback to the District and its Construction Manager. The level of effort for photo reviews assumes 1 hour per week for 104 weeks.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Task 7.6 – Site Visits**

This task includes effort for the Consultant to visit the site to review work, perform inspection, coordinate engineering issues, and other needs that may arise. Twelve (12) site visits are budgeted for the Consultant Project Manager or other design leads.

### **Task 7.7 – Record Drawings**

The Consultant will use contractor provided red-line construction drawings to prepare as-built drawings in AutoCAD. The as-built drawings will assist the District in record-keeping and future maintenance of the facilities.

### **Task 7.8 – Other As Needed Services**

The Consultant will assist the District with other as needed services, which could include:

- Support the District and its Project Management team in developing solutions to challenges that arise due to varying site conditions or discrepancies in contract documents.
- Provide support to the District for SCADA screen development and PLC programming for non-vendor supplied PLCs.
- Perform periodic field visits and final inspections.
- Coordinate with contractor to receive vendor-provided O&M manuals for equipment installed as part of this project, in order to produce O&M manual.
- Prepare a plant operation and maintenance manual in electronic format.
- Provide start-up support services for new improvements and plant modifications related to the Redundancy Project.
- Provide training services to the operations staff to incorporate the new facility operations into the plant operators skill set.

The scope of work for this Task is not completely defined as the design is not yet complete; budget is included for this assistance on an “as needed” basis, to assist the District with these services up to the budgeted level of effort. The actual scope needed will be identified by the District as required.

### **Phase 7 - Deliverables**

- Conformed drawings and specifications
- Submittal responses
- RFI responses and clarifications
- Change order recommendation memoranda and requests for quotation
- Project record drawings

## **Responsibilities**

The following items establish responsibilities as they relate to the scope of services described above:

1. Permitting, agency negotiation, and CEQA-related work will be handled separately by the District.
2. The District will provide previous work products related to the design of the proposed improvements.
3. The District will perform necessary flood studies or investigations to evaluate impacts of new structures relative to the BFE, address permit agencies questions or concerns, and identify any existing plant facilities that require additional flood-proofing.



# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

4. Subsurface utility excavating services (potholing) will be provided by District forces; the District will provide a backhoe and operator to pothole utilities. The District will obtain all permits required for this work, and will provide flaggers and traffic control as-needed.
5. The District and its Project Management Team will attend and participate in preliminary design workshops and draft deliverable review meetings. The District will endeavor to provide timely reviews within the timeframes identified on the detailed design schedule. The preliminary schedule allows 2 weeks for District reviews.
6. The District will compile review comments on all deliverables into a single version and reconcile any conflicting review comments before providing comments to the Consultant.
7. The District will pay for all permit fees, advertising costs, and other project associated fees unless they are specifically identified to be a Consultant expense.
8. The District will arrange for printing and distribution of the contract documents for bidding purposes.
9. The District or others will provide construction management services, including construction administration, day-to-day construction management, special inspections, document administration services, and any other activities not specifically identified in this scope of work. The District will ensure that staff is available to perform these duties with fluctuations in the level of effort required for the project.
10. The Consultant will provide review of construction correspondence for the purposes of determining compliance with the technical and functional provisions of the construction contract documents only. This review service is not in any way an assumption on the part of the Consultant of responsibility for methods or equipment used by the construction contractor; for the sufficiency of design or installation of scaffolding, sheeting, or shoring; for the safety of the job; or for compliance by the construction contractor with laws and regulations.
11. The District or its Construction Manager will take a minimum of 20 digital project photos per day and preserve them to provide an additional source of photo documentation to that of the Contractor. Photos will be used to document existing conditions, construction progress, contractor forces and equipment on site, and defective work. The District or its Construction Manager will save all digital photos into a networked project directory viewable by the Consultant. Digital photos for each day will be saved in folder, with each folder chronologically titled by date.
12. The District or its Construction Manager will receive, review, and provide comments on construction administration submittals. Most Division 1 submittals are construction administration submittals (schedule of values, CPM schedule, plan of operations, punch list, etc.).
13. Periodic Review of Record Drawings: the District or its Construction Manager will track progress by the Contractor in keeping up with contractor required updates to the record drawings through the course of the project to ensure that they are reflective of the actual work installed.
14. The District or its Documents Administrator will transmit all project correspondence (RFIs, submittals, change orders, etc.) to the Consultant in electronic PDF format. Electronic copies of the Consultants review will be returned; no hard copies will be returned. If physical samples are submitted for review, they will be mailed to the Consultant; no samples will be returned.
15. The District will review and tabulate contractor bids, check that bids are complete/responsive/meet the minimum qualification requirements, and perform reference and license checks (as needed).
16. The District will take electrical measurements, as requested by the Consultant, to assist in diagnosing power quality issues.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

### **Assumptions**

In preparing this scope of services and associated budget, it is assumed that:

1. Project work shall begin with receipt of notice to proceed and proceed continuously through completion as illustrated in the schedule provided at the end of this section. Project management costs are estimated for this anticipated project duration.
2. Technical Memoranda and Reports – three hardcopies and one electronic copy of each will be submitted for each deliverable.
3. 60% Design Documents – Three half-size (11x17) drawings sets and three (3) technical specifications books will be submitted.
4. 90% Design Documents – Three half-size (11x17) drawings sets and three (3) technical specifications books will be submitted.
5. Final Design Documents – One full size (22x34) signed and sealed drawing set; three (3) 11x17 signed and sealed drawing sets; and three (3) technical specification books. One CD will also be provided with electronic copies of each in pdf format.
6. Conformed Design Documents - One full size (22x34) signed and sealed drawing set; three (3) 11x17 signed and sealed drawing sets; and three (3) specification books. One CD will also be provided with electronic copies of each in pdf format.
7. Reproduction and advertising costs will be covered by the District or others.
8. The District will arrange for a pre-bid meeting and tour of the project areas, and provide District staff for the meeting.
9. The bid period is a maximum of 8 weeks, and a re-bid is not required.
10. The project will be bid and awarded as one construction bid package to a single bidder.
11. Sheeting, shoring, dewatering, traffic control plans and measures, and temporary erosion and sedimentation control measures will be designed by the Contractor.
12. An investment grade energy review/audit, if required, will be provided and coordinated by the District.
13. Full size drawing format will be 22-inch x 34-inch sheets. Plans will be arranged in an order that reflects Uniform Drawing Systems (UDS) standard format. Design drawings will be produced in AutoCAD 2014 and be delivered compatible with the District's current record keeping software.
14. Specifications will be double-sided and will include Division 0-17 specifications in 1995 CSI format. Kennedy/Jenks standard front-end documents will be used for the specifications.
15. Kennedy/Jenks will prepare its OPCCs based on a schedule of unit prices and quantities. OPCCs will be prepared in accordance with American Association of Cost Engineers (AACE) guidelines.
16. The District will consent to and sign Kennedy/Jenks electronic disclosure agreement.
17. Public outreach and coordination, if needed, will be performed by District forces or by others under separate contract.
17. The contract time for construction, as measured from notice to proceed to final acceptance, will not exceed 24 months. Extensions of contract time may result in additional effort being required.
18. The level and duration of effort required for construction period services often varies depending on a number of factors (i.e., contractor cooperation, unexpected construction issues, weather related complications, cultural artifact discovery, etc.). Because this project is budgeted on a time and materials basis, it is possible the level of effort expended could be less than or greater than budgeted. It is understood that augmentation or modification of the scope, budget, and schedule for any of the work proposed in this contract will require notification, discussion, and approval by both parties.

# **Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project**

## **Scope of Work**

## **Exhibit A**

19. The construction contractor will pay for and coordinate shipment of physical submittals and other documents provided by the Contractor to Kennedy/Jenks' Seattle, Santa Clara, or San Francisco offices.
20. The level of effort for Phase 7 Task 6 assumes that construction contractor's redline drawings provided before final acceptance will be reflective of installed work, and that the construction contractor will consolidate its own and its subcontractor's redline drawings onto one drawing set.
21. A property boundary survey is not included in this Proposal, but can be provided as an additional service. A property boundary survey may be needed depending on the extent of flood mitigation improvements.
22. The Consultant will utilize previous geotechnical and survey work in addition to new survey and geotechnical information collected for this project. Supplemental survey and geotechnical reports that could require additional surveying effort or geotechnical borings and analysis due to unforeseen conditions; should this occur the District will be notified and additional budget will be requested for this work.
23. The electrical service to the WWTF site and standby power is adequate for the new facilities and will not be upgraded as a part of this project. Existing switchgear has adequate capacity to provide power to the new facilities; it is anticipated that minor modifications such as new circuit breakers may be required.
24. The District indicated that there may be electrical power quality issues at the site. These issues will be investigated in Phase 1 and solutions will be proposed in TM 4. Improvements needed to resolve power quality issues are not currently understood, and as such the detailed design of improvements to resolve any power quality issues within the existing power distribution system is not included in the scope of budget and may need to be added at a later date to maintain operability of the new facilities.
25. Detailed design of flood protection improvements for the site and existing structures is not included in the current scope of work and budget. The scope of work and budget will be revised to include any desired improvements follow the flood mitigation alternatives analysis in Phase 1.

## **Schedule**

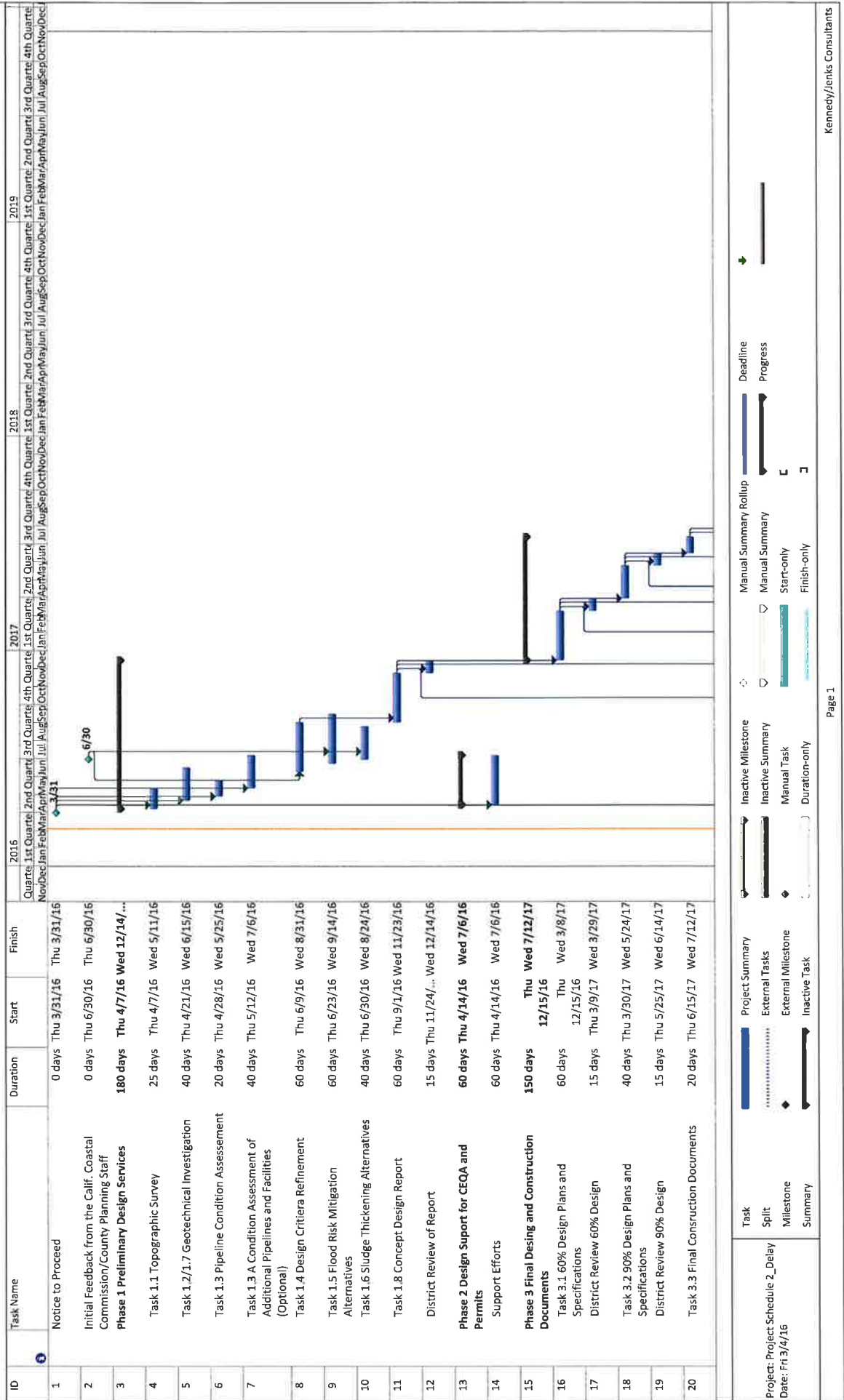
A planning-level schedule is attached as Exhibit B. A detailed schedule for Phases 1 through 4 will be developed after NTP.

## **Level of Effort**

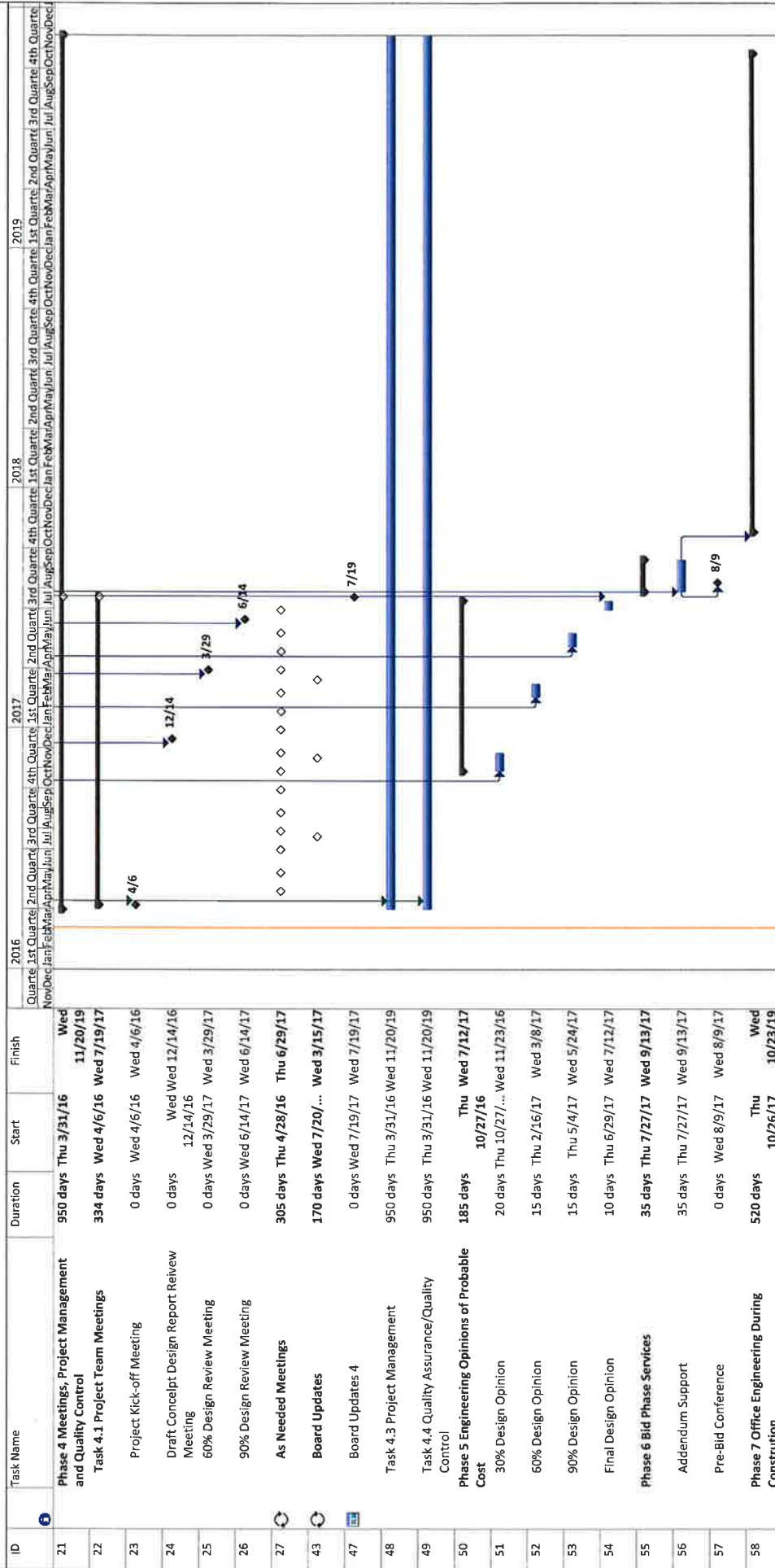
Refer to Exhibit C.

**EXHIBIT "B"**

**Exhibit B**  
**South San Luis Obispo County Sanitation District**  
**Wastewater Treatment Facility Redundancy Project**



**Exhibit B**  
**South San Luis Obispo County Sanitation District**  
**Wastewater Treatment Facility Redundancy Project**



Project: Project Schedule 2\_Delay Date: Fri 3/4/16

Task

Split Milestone Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the contract 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.





# CERTIFICATE OF LIABILITY INSURANCE

10/1/2016

DATE (MM/DD/YYYY)

2/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1370659 KENNEDY/JENKS CONSULTANTS, INC. 303 SECOND STREET, SUITE 300 SOUTH SAN FRANCISCO CA 94107	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Zurich American Insurance Company</b>		16535
	<b>INSURER B : Lexington Insurance Company</b>		19437
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:** 13896477**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <b>OTHER:</b>	Y	N	GLO5833581	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	BAP9326879	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9326878	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	026154151	10/1/2015	10/1/2016	\$1,000,000 PER CLAIM \$1,000,000 ANNUAL AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: DESIGN AND ENGINEERING SERVICES FOR REDUNDANCY PROJECT, SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, ITS TRUSTEES, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

13896477

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
PO BOX 339  
OCEANO CA 93475**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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