

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 http://sslocsd.org/

Agenda

Board of Directors Meeting

1655 Front Street Oceano, California 93445

Wednesday, October 17, 2012 at 6:00 PM

Board Members

Bill Nicolls, Chairman Matthew Guerrero, Vice Chairman Tony Ferrara, Director

Alternates

John Shoals Lori Angello, Director Jim Guthrie, Director

Agencies

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

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

1. CALL TO ORDER AND ROLL CALL

2. 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 <u>not</u> scheduled on this agenda. Comments should be limited to those matters that 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 Chairman or presiding Board Member may:

- Direct staff to assist or coordinate with you.
- It may be the desire of the Board to place your issue or matter on a future Board agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to 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. 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act 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 the modification or accommodation in order to participate at the above referenced public meeting by contacting the District Administrator or Administrative Assistant at 805-544-4011.

3. 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 change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

- 3a. Review and Approval of Minutes of September 5, 2012 meeting
- 3b. Review and Approval of Warrants
- 3c. Financial Report ending September 30, 2012

4. PLANT SUPERINTENDENT'S REPORT

5. BOARD ACTION ON INDIVIDUAL ITEMS:

A. PRETREATMENT ORDINANCE UPDATE CONTRACT AGREEMENT Staff recommends the Board execute the agreement with Carollo Engineers for the development of a revised pre-treatment ordinance.

B. CIRCUIT BREAKER PURCHASE

Staff recommends the Board approve the purchase of 2 Square D circuit breakers with shunt trips installed by the factory from California Electric Supply, Santa Maria, for the amount of \$2602.80.

C. CIRCUIT BREAKER INSTALLATION

Staff recommends the Board approve a contract with Wescorp to install the two shunt trip, 100 amp breakers in the amount of not to exceed \$2,500

D. COGEN ENGINE REPAIRS, 01 MBI 01

Staff recommends the Board approve the MAN cogen engine repairs performed by RDI Energy in the estimated amount of \$30,000 (including tax on the parts); also make the finding that based on previous performance from other vendors, service from a factory-authorized service center should be sole sourced.

6. MISCELLANEOUS ITEMS

- a. Miscellaneous Oral Communications
- b. Miscellaneous Written Communications

7. PUBLIC COMMENT ON CLOSED SESSION

8. CLOSED SESSION

- Conference with Legal Counsel regarding existing litigation pursuant to Government Code Section 54956.9; potential 1 case Mascolo v SSLOCSD et.al. CV110676 Central Coast RWQCB vs SSLOCSD et. al. ACLC No. R3-2012-0030
- 2) Conference with Legal Counsel regarding significant exposure to litigation pursuant to Government Code section: § 54956.9 subdivision b; 1 case

9. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

10. ADJOURNMENT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Oceano Community Services District 1655 Front Street Oceano, CA 93445

Minutes of the Meeting of Wednesday, October 3, 2012 6:00 P.M.

1. CALL TO ORDER AND ROLL CALL

Present: Chairman Bill Nicolls, City of Grover Beach; Vice Chairman Matthew Guerrero,

Oceano Community Services District: Director Tony Ferrara, City of Arroyo

Grande.

Others in Attendance: John Wallace, District Administrator; Mike Seitz, District

Counsel; Matthew Haber, District Bookkeeper/Secretary

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

Ms. Julie Tacker of Los Osos spoke to the RWQCB fine and hoped that the District would just pay the fine. She also said that the County should have been implicated and culpable in what happened.

Mr. Jeff Edwards of Los Osos said he had previously raised the question as to what the County's comparative responsibility was for the flooding.

3. CONSENT AGENDA

A. Review and Approval of Minutes of the Meeting of September 19, 2012.

Administrator Wallace noted a correction on the Agenda as the September 19th meeting was a regular meeting, not a special meeting as written.

Director Ferrara was not present at the September 19th meeting and will not vote on the minutes of that meeting.

It was moved by Vice Chairman Guerrero, seconded by Chairman Nicolls, to approve Consent Agenda Item 3A, as presented. Motion carried 2-0.

B. Review and Approval of Warrants.

Vice Chairman Guerrero said that the District should summarize what the Water Board litigation has cost and what it is going to continue to cost. He suggested that Account 7070 better reflects the costs of litigation.

It was moved by Director Ferrara, seconded by Vice Chairman Guerrero, to approve Consent Agenda Item 3B, as presented. Motion carried unanimously.

4. PLANT SUPERINTENDENT'S REPORT

Administrator Wallace presented the Plant Superintendent's Report in Plant Superintendent Barlogio's absence. The Plant is running well as Staff has a good routine with the maintenance operations. Staff has prepared for the winter by cleaning out the storm drains and electrical junction boxes and by testing pumps. Last night, Staff, including Plant Superintendent Barlogio, replaced the valves for one of the influent pumps which itself will soon be replaced.

Vice Chairman Guerrero asked about the high fecal choliform. Administrator Wallace replied that there was a high fecal of 1,300 MPN which was within the daily limit of 2,000 MPN. The 7-day median will be around 22 MPN which is also below the limit of 200 MPN.

Director Ferrara said that he is happy that Staff is completing the winterization process.

5. BOARD ACTION ON INDIVIDUAL ITEMS

A. TRUNK SEWER SIPHON CLEANING

Administrator Wallace described a series of three pipes, which work as an inverted siphon underneath Arroyo Grande Creek on Fair Oaks Blvd. These three pipes are part of the District's trunk sewer. Over time, grit and debris accumulate and the siphon needs to be cleaned. It is a difficult job as it requires confined-space entry.

Plant Superintendent Barlogio had solicited three bids. The City of Arroyo Grande is short-handed and could not perform the cleaning for another month and the cleaning needs to be done before winter. Mainline Utility is short-handed as well. Fluid Resource Management (FRM) proposed doing the project for \$3,599. and is the only company available in the timeframe needed.

It was moved by Vice Chairman Guerrero, seconded by Director Ferrara to approve the staff recommendation that the Board award a contract for the cleaning of the District's Arroyo Grande Trunk Line siphon to Fluid Resource Management in the amount of \$3,599. Motion carried unanimously.

B. DRAINAGE SWALE

Administrator Wallace said that Staff has proposed having a V-ditch installed to drain an area which ponds around the generator building as a result of subsidence from the 2003 earthquake. Staff has been able to handle the ponded water using sump pumps, but would now like to handle it with a gravity solution. Staff is proposing to do a swale across the driveway to a drainage inlet on the East side. Staff has solicited three bids and recommends the contract be awarded to R Baker Inc. for \$7,380 allowing for the 5% difference for local contractors.

Vice Chairman Guerrero noted that R. Baker excluded the cost of saw cutting the existing asphalt and he asked if that could be something handled by Staff. Administrator Wallace replied that Staff could handle that in-house.

Under public comment, Ms. Tacker asked who had designed the specifications and how much that cost.

Administrator Wallace said that Plant Superintendent Barlogio and Shift Supervisor Trini Rodriguez had prepared the scope of work and solicit bids in house.

It was moved by Director Ferrara, seconded by Vice Chairman Guerrero, to approve the staff recommendation that the Board award a contract to R. Baker, Inc. to construct a drainage swale to drain water from the area of the standby generator building in the amount of \$7,380. Motion carried unanimously.

C. MEMBER AGENCY COSTS FOR DISTRICT SERVICE CHARGE BILLING

Administrator Wallace said the District had received an invoice from OCSD pursuant to an estimated total cost for their billing services. He then explained how the billing services by the Member Agencies have been done historically.

Under the Board's direction, Administrator Wallace met with OCSD and the City of Arroyo Grande and had previously met with the City of Grover Beach in order to establish an equitable service charge. The District had asked the Agencies many years ago what the additional costs would be to include the District's billing on the Agencies' bills since it did not make sense for the District to send out its own separate billings. Administrator Wallace said that came from the Agencies. Also, the District provides the Member Agencies with the District's preliminary budget each year for review of any items which would potentially affect them.

Staff is presently investigating alternatives for the District's billings. First is that the District could do its own billings. Secondly, the District could continue to pay the agencies to do our billing or the District could have the County put the service charges on the property owner's (property) tax bill.

Administrator Wallace recommended that the Board direct Staff to continue to discuss the service billings with the Member Agencies with the objective to come up with an equitable methodology for the Agencies so that one Agency is not treated differently than the others.

Vice Chairman Guerrero said that he feels like there is a conflict if he were to negotiate for or against either of the agencies which he represents. He is reviewing the reports and the information presented, but he is leaving it up to the managers and Administrator Wallace to come up with a resolution. He suggested that the rest of the Board follow the same approach.

Chairman Nicolls asked Counsel Seitz for his advice regarding any conflict. Counsel Seitz replied that he does not think that the Directors are disqualified on this issue.

Director Ferrara agrees with the need for standardization.

Mr. Tom Geaslen, General Manager of OCSD, said he had sent the invoice to initiate discussions. Mr. Geaslen thinks that, in the end, the Member Agencies will all be very close in regards to the billing amounts.

Ms. Tacker said that Mr. Geaslen had played games with the District. She said she likes the idea to do the billings in-house or outsourcing those services such as putting it on the County tax roll.

Director Ferrara said that Ms. Tacker's approach is reasonable. He said that the diverse approaches amongst the Member Agencies are sufficient to move to a uniform billing approach. Director Ferrara would like to have an actual cost of doing the billing in-house

before he makes a decision.

Chairman Nicolls agrees that there needs to be standardization. He has been in contact with CSDA to see how other special districts handle the billing with their agencies.

The Board reached a consensus to direct Staff to continue the research and negotiations of this item and to report back to the Board.

6. MISCELLANEOUS ITEMS

a. Miscellaneous Oral Communications

Administrator Wallace presented an update on the Regional Water Quality Control Board (RWQCB) hearing on the District's Administrative Civil Liability Complaint. The RWQCB has issued a draft order which assesses a penalty of \$1,109,812.80 which is down from the proposed fine of \$1,388,707.50. However, the RWQCB has agreed with the District's spill volume estimate to lower the volume to 674,000 (about one-half of the Water Board Staff's estimate) but increased the harm factors in its penalty calculator to arrive at a fine over one million.

7. PUBLIC COMMENT ON CLOSED SESSION

There were no public comments.

8. CLOSED SESSION

- Conference with Legal Counsel regarding existing litigation pursuant to Government Code Section 54956.9; 2 cases
 Mascolo v. SSLOCSD et al. CV110676
 Central Coast RWQCB vs. SSLOCSD et. al. ACLC No. R3-2012-0030
- (2) Conference with Legal Counsel regarding significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision b; 1 case

9. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

No reportable action on first matter. On the second matter, the Board has voted 2-1 (Directors Nicolls and Ferrara voting yes and Guerrero voting no) to appeal the decision of the RWQCB to the State Board.

10. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at approximately 7:30 p.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 10/17/2012

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ABALONE COAST ANALYTICAL	CHEMICAL ANALYSIS	SEPTEMBER	101712-6983	7078	1,398.20	1,398.20
ABBA EMPLOYER SERVICES	CONTRACT LABOR	18084 18095 18115	101712-0983	6085	4.356.96	4,356.96
ABBA PARTS	PUMP PARTS	1130010	85	8030	7,004,00	
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	NOVEMBER	86	6025	7,004.00	7,004.00
ARAMARK UNIFORMS	EMPLOYEE UNIFORMS	7291436 7312042 7330085	87	7025	636.73	791.36 636.73
ARROWHEAD	LAB WATER FOR SEPTEMBER	12/0012917373	88	8040	116.34	116.34
BRENNTAG PACIFIC, INC	PLANT CHEMICALS	241094 241942	89	8050	9,972.99	9,972,99
CA ELECTRIC SUPPLY	ELEC SYS UPGRADE	7826-501571 7826-501998 04 MBI 16	90	26/8065	85.90	9,972.99 85.90
CENTRAL COAST WATER TREATMENT	LAB SUPPLIES	9547	91	8040	60.00	60.00
CHEMSEARCH	TOTE CONTAINMENT	862983 11 MBI 01	92	19/8010	1,589.19	1,589.19
CONSOLIDATED ELECTRIC	LIGHTING FOR NO. 2 CLARIFIER	7605-547078	93	26/8065	928.52	928.52
FEDEX	SHIPPING	2-032-62596	94	8045	31.76	31,76
FERGUSON ENTERPRISES	FREIGHT CHARGE	8689483	95	8030	100.00	100.00
FGL ENVIRONMENTAL	CHEMICAL ANALYSIS	282850A 282887A 282939A	96	7078	312.00	312.00
		282941A 282966A	30	1070	312.00	312.00
GAS COMPANY	GAS SERVICE	8/23/12 TO 9/21/12	97:	7092	1,077.99	1,077,99
GRAPHIC CONTROLS	CHARTS FOR FLOW METER	KT1910	98	8030	1,077.99 86.40	86.40
HOME DEPOT	MISC SUPPLIES	8506209 FCH-004695609	99	8030	214.11	214.11
I.I. SUPPLY	MISC SUPPLIES	15809	7000	8060	176.83	176.83
JB DEWAR INC	VEHICLE FUEL	7126	7001	8020	120.88	120.88
KENNEDY/JENKS CONSULTANTS	ENG SVCS - SWRCB NEGOTIATIONS	68362	7002	7070	22.00	14,868.75
100110011000000000000000000000000000000	ENG SVCS - COGEN ANALYSIS	00002	7002	7077	13,830.00	14,000.73
	ENGINEERING SERVICES			7077	1,016.75	
LIBERTY COMPOSTING	BIOSOLIDS HANDLING	4805	3.	7085	6,391.31	6,391.31
MC MASTER CARR	MISC SUPPLIES	37846961	3	8060	83.32	83.32
MINERS ACE	MISC SUPPLIES	SEPTEMBER	5	8060 8060	441.27	441.27
	WATER SERVICE	7/18/12 TO 9/18/12	9	7094		i i
OFFICE DEPOT	OFFICE SUPPLIES	SEPTEMBER	7	8045	114,97 86,42	114,97
PG&E	ELECTRICITY SERVICE	9/12/2012 TO 10/10/2012	8	7091	14,329.09	86.42
SANTA MARIA DIESEL	SMALL TOOLS	31176	9	8055	14,329.09 81.97	14,329.09 81.97
SHIPSEY & SEITZ	DISTRICT COUNSEL SERVICES	SEPTEMBER	10	7071		
OTH GET WOLFFE	LITIGATION	SEL LEWISEK	10	7071	3,552.00	5,147.55
SLO COUNTY TAX COLLECTOR	TAX ASSESSMENT	ZONE 1/1A 2012-13	4.4	7070 7095	1,595.55	1 .
SO CO SANITARY SERVICE	TRASH SERVICE	OCTOBER	11	1 .	25,939.50	25,939.50
SPRINT	CELL PHONE SERVICE	SEPTEMBER	12 13	7093	92.03	92.03
TITAN INDUSTRIAL	SAFETY SUPPLIES	1051774	1	7013	76.06	76.06
USABLUEBOOK	PUMP	778335	14 15	8056 8060	79.19	79.19
WALLACE GROUP	ADMIN SERVICES	SEPTEMBER	16		601.16	601.16
WALLAGE GROOF	OPERATIONS PROJECTS	SEFTEMBER	10	7076	6,860.47	34,391.28
	REIMB PROJECTS			various	22,952.51	
	MAJOR BUDGET ITEMS			various	2,063.55	
WATER ENVIRONMENT FEDERATION	MEMBERSHIP RENEWAL	MEMBER ID: 17415492 - RODRIGUEZ	4.77	various	2,514.75	222.42
WESCORP	WORK ON ELEC SYS UPGRADE	153 04 MBI 16	17	7050	220.00	220.00
WEST COAST INDUSTRIAL	MISC SUPPLIES	27523	18 19	1 1	3,834.75	3,834.75
WW GRAINGER	MISC SUPPLIES			8060	316.69	316.69
WW GRAINGER	IVIISO SOPPLIES	9935884222 9945053735	20	8060	262.97	262.97
SUB TOTAL					136,418.44	136,418.44
					,	-,
PAYROLL	PPE 10/05/2012		and the same of th		20,240.43	20,240.43
GRAND TOTAL					156,658.87	156,658.87

We hereby certify that the demands numbered serially from 101712-6983 to 101712-7020 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

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

TO:

Board of Directors

FROM:

John L. Wallace, District Administrator

DATE:

October 17, 2012

SUBJECT:

Monthly Financial Review (September 2012)

Overall Monthly Summary

During the month of September, the District received payments for August sewer service in the total amount of \$228,296 of which \$143,762 was received from the City of Arroyo Grande, and \$84,534 was received from the City of Grover Beach. August sewer service revenue has not yet been received from OCSD. \$12,375 was also received for connection fees in Arroyo Grande for August. For the month of September, \$1,971 was earned for the AT&T cell-tower lease, and \$1,744 was earned for brine disposal services. Other reimbursements totaled \$3,350 which was received for metal and wiring recycling.

District operating expenses totaled \$298,712 for the month of September. Non-operating expenses totaled \$9,345.

Local Agency Investment Fund

The LAIF balance was \$3,350,504 at September 30, 2012.

County of San Luis Obispo Treasury Pool

As of September 30, 2012, the reconciled cash balance with the County of San Luis Obispo Treasury Pool was \$449,077. 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.

To arrive at the reconciled cash balance, differences between the District's cash balance and the County's are investigated for possible errors. These reconciling items are then applied to the cash balances to arrive at the reconciled amount. At September 30, 2012, the District's books show a cash balance of \$449,077 including the Medical Reimbursement Trust account. The County's statement, however, has a cash balance of \$449,479. The difference of \$402 is the result of certain reconciling items which have not yet been accounted for in the County's system. The District Bookkeeper will continue to work with the County to clear up any remaining differences between these two account balances.

Rabobank Funds

As of September 30, 2012 the reconciled cash balance with Rabobank totaled \$38,974. This account is used to process LAIF transfers and for the issuance of payroll checks through the District's contracted payroll provider service. Funds are transferred periodically from LAIF in order to cover these expenses.

	FUND 19	FUND 20	FUND 26	DISTRICT-
	OPERATING	EXPANSION	REPLACEMENT	WIDE
CASH BALANCE	(731,013)	4,312,230	257,338	3,838,555
Cash w/County	3,717,173	(1,421,315)	(1,848,932)	446,925
Cash w/LAIF	(4,491,041)	5,733,546	2,108,000	3,350,504
Cash w/Rabobank	40,704		(1,730)	38,974
Cash allocated to Medical Trust	2,152		` `	2,152
TOTAL DEPOSITS	ZZY-A-THIS-WO			
Current - County Treasury Pool	230,285	9,900		240,185
LONG-TERM DEBT	100 X			
Energy Project Principal Amount	SHEWAY SHEW	353,332		353,332
REVENUES:	CONTRACTOR			
OPERATING				
Current	228,296			228,296
Year-to-date	443,346			443,346
NON-OPERATING	,			,
Current Period				
FEMA Funding				
Connection Fees		12,375		12,375
Interest		, ,		
Lease Income (AT&T Cell)	1,971			1,971
Brine Disposal	1,744			1,744
Other reimbursements	3,350			3,350
Total - Current Period	7,065	12,375		19,440
Year-to-Date				
FEMA Funding				
Connection Fees		22,275		22,275
Interest				
Lease Income (AT&T Cell)	5,819			5,819
Brine Disposal	5,450			5,450
Other reimbursements	3,350			3,350
Total - YTD	14,619	22,275		36,894
TOTAL REVENUES:	·	•		,
Current Period	235,361	12,375		247,736
Year-to-date	457,965	22,275		480,240
EXPENSES:				
Current Period	298,712	25	9,320	308,056
Year-to-date	640,854	25	24,141	665,019
Net Income (Loss) - Current Period	(63,351)	12,351	(9,320)	(60,320)
Net Income (Loss) - YTD	(182,889)	22,251	(24,141)	(184,779)

NEW CONNECTIONS	CURRENT NUMBER	CURRENT REVENUE	FY 2012/13 YEAR-TO-DATE	FY 2012/13 YTD REVENUE
Arroyo Grande	5	12,375	9	22,275
Grover Beach	0	0	0	0
Oceano	0	0	0	0
TOTAL NEW DISTRICT CONNECTIONS	5	12,375	9	22,275



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To: Board of Directors

From: Bob Barlogio, Plant Superintendent

Via: John Wallace, District Administrator

Date: Oct 17, 2012

Subject: Superintendent's Report

The final numbers for the month of September look good except for a high fecal result. The monthly average for the BOD and TSS data as of samples sent in on Sept 21, 2012 is as follows: BOD is 19 mg/l; TSS is 34 mg/l.

The results as of the 9th of October are as follows:

Average flow 2.48 million gallons coming into the plant. The average chlorine usage is 396 gallons per day.

We had a high fecal of 400 MPN, but with-in compliance (daily limit 2,000 MPN). The 7 sample median to date will be around a 8 MPN (limit of 200 MPN). We are moving forward with some testing, trying to determine if the FFR is going in and out of nitrification is the cause of some of the high fecal results. We have been maintaining good chlorine residual, usually between 5 mg/l and 10 mg/l. We have bumped up the chlorine usage to control the disinfection process. We are using about 75 to 100 gallons more per day to keep the fecal results down.

Some of the high lights since the last report are as follows:

Cleaned the storm drains and sump pump wet wells around the plant.

Sludge drying beds have been cleaned. Staff is using the centrifuge to dewater the sludge from the digester. This time of year, the sludge will not dry due to the weather.

The contractor has been hauling the dewatered sludge, bio-solids, at the rate of a couple trucks a week. We would like to keep the amount of bio-solids in the storage area at a minimum during the wet season.

Staff replaced the gate and check valves on # 1 influent pump. The pump is at BC pumps getting rebuilt. We hope to have it back on line by the end of this week or next week. Currently we have two other pumps in service, that combined, should pump close to 10 million gallon a day rate.

Changing out # 1 influent pump and valves.

Staff has had some experience with this type of project as we changed out the # 4 influent valves and pump last year. One of the first things to get done is loosening up the bolts and nuts holding everything together. Due to the many coats of paint, staff uses a torch to burn the old paint off, remove the fasteners one at a time, and replace the nuts and bolts. Usually we replace only about half of the fasteners; this is to speed up the changing out process, since time is critical.



Trini has his crane certification. We can rent a crane and Trini can operate the unit, saving the cost of hiring an operator to come in to set the equipment in place (diesel pump) and again at midnight to R&R valves. In the past, the District has paid around \$2,400 for a crane and operator. We rented the crane for about \$1,000 for this project.



The next step is to schedule a night shut down. Staff has the equipment in place to start the replacement project. We come in around midnight (three staff members and two temp staff members), when flows are starting to drop, and prepare for the work ahead. We will close the slide gate valve, shutting down the water coming into the plant. Staff will sandbag the open trough and use a 3 inch trash pump to control the water leaking by the slide gate valve.

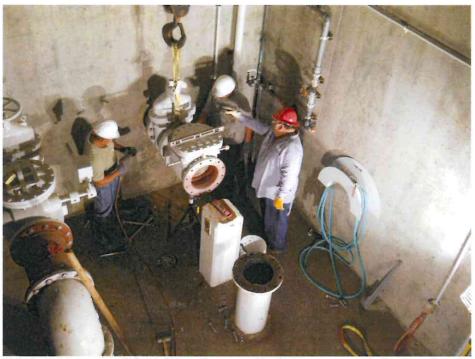


Once the water coming into the plant is under control, we will pump the wet well down to its lowest point. Staff has a 6 inch trash pump ready to pump out of the wet well also. To change out the discharge and check valve, staff must drain the water from the manifold and piping, about 25,000 gallons. We accomplish this by forcing open the check valve, allowing the water to go back into the wet well, to be pumped out with the 6 inch trash pump into the sludge drying beds which is lined and can be drained back to the wet well when we finish the job at hand..

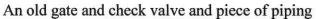


Staff changes out the discharge gate and check valve first that connects to the piping manifold. Thus later in the morning, we can use the emergency diesel pump to control the water coming into the plant, if needed. Staff must monitor the level of the sewage in the collection system. If it gets with in 50 inches of the top of the grating, we must pump the system down, or return the flow into the plant. Around 40 inches, we could be spilling. Trini talks about how many years

ago, we had about 4 hours of holding time in the early morning, now we are down to maybe $2\frac{1}{2}$ to 3 hours.



Trini and temp staff installing the new discharge gate and check valve for # 1 pump





The next step is to replace the valve on the suction side of the pump. We have to keep the wet well level down as not to flood the pump room. We have the 6 inch trash pump ready to pump to the sludge drying beds if necessary.

If things have gone well, it's about 4:30 to 5 o'clock in the morning. We can open the slide gate valve, allowing the sewage to flow into the wet well. We release the water slowly back into the plant, checking for proper operation of the pumps. After we get the pumps primed and we are back in business with two pumps.

After the valve is replaced, staff sandblast and coat the piping inside and out. While waiting for the paint to dry, staff installs a blind flange on the suction valve for safety.



Because during the initial installation, the piping was too close together, we could not get the pipe to separate, Trini had to cut about 1 inch off the pipe. This gave us the clearance to separate the piping and pull the pipe up, out of the way.



Because these valves and piping are heavy, staff installed some hooks, imbedding the lifting units in the concrete ceiling, anchoring with wedges and epoxy cement. The epoxy has a 80,000 lbs shear strength.



After the coating has cured, staff will start reassembling the piping, pump, and the electric drive motor. Because we are using a 40 horse power motor, the mounting base is different. Trini built a base for the unit, welding the bracket in place, to bolt the motor down tight.

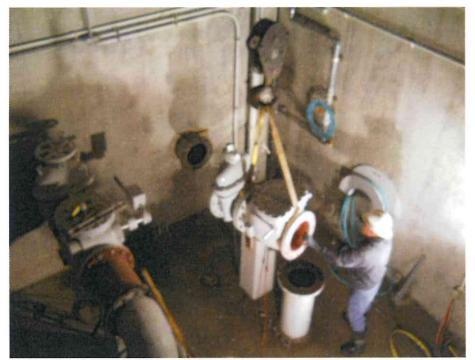


Staff chipping the old paint off the floor. The existing paint is peeling up and there is not sense of painting over something that is going to peel back up.

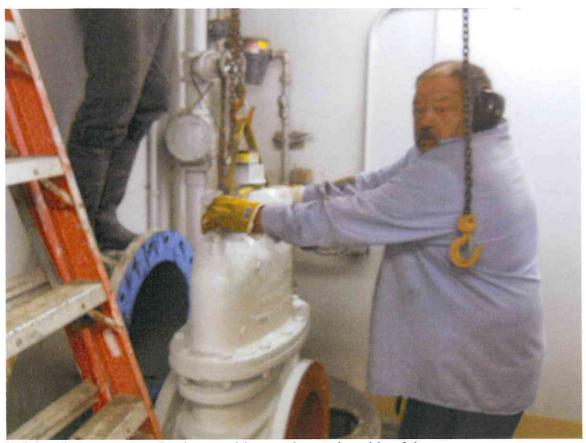




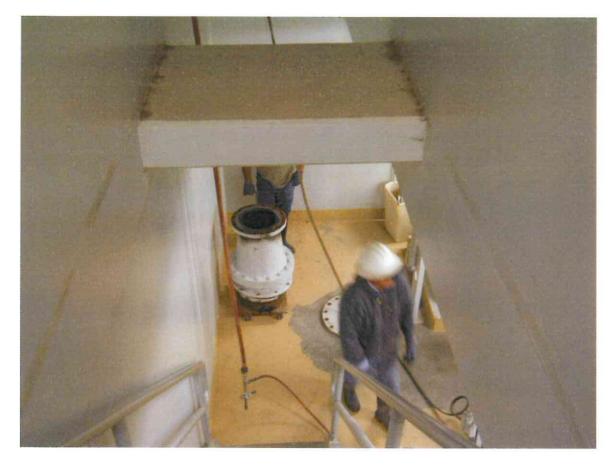
New gate and check valves lowered down to be installed



Carlos is getting the valve lined up for installation.



Raising the new gate valve into position on the suction side of the pump



Piping moved to the opening. The piping will be removed from the station for cleaning and painting.

I would also like to point out, in 2001; the District paid a contractor to install an influent pump for the amount of about \$10,000 just on labor. The typical contractor worker was getting between \$53 to \$24 per hour on this job in 2001, or about \$9,000 to \$4,160 per month. The same project probably would cost close to \$25,000 today. The District's staff will probably get this completed for under \$2,500, not including material and the rental of the crane.



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 http://www.sslocsd.org/

To: Board of Directors

From: Bob Barlogio, Plant Superintendent

Via: John Wallace, District Administrator

Date: October 17, 2012

Subject: Superintendent's Report – Evaluation of potential Salary Adjustments

During this fiscal year budget talks in July, the subject of comparable salaries was brought up. The discussion was to revisit that issue during the mid-year budget review, usually in January.

I would like the Board to recognize that the District's pay is lagging behind the average salary in our area by about 7% (see attached survey). Staff has been working really hard to keep cost at the plant low, saving the District's rate payer over \$250,000 in the last fiscal year alone. I know times are tough, but I think the Board realizes the hard work and long hours that staff does for the District. We are not asking for a merit raise, just a salary adjustment to keep the District's pay close to the average in our area.

The recent project the staff has completed, changing out the influent valves on #1 influent pump, saved the District tens of thousands of dollars. We changed out the valves on the No. 4 influent pump last year and installed a rebuilt pump. We would like to change out the last two pump valves soon. Yes, we could have had a contractor come in and change out these valves and pumps at a much greater cost.

We also have two gate valves and a check valve in the FFR that need replacing. Then replace the pump. Again, just like we did last year. These valves are critical to isolate the pump for maintenance. This is one of many special projects staff has completed.

Staff realizes the more projects we complete for the District, in-house, the more the rate payers are getting for their hard earned money.

Several years ago, the District's plant had a staff of around 8 to 10 members. Today, we are running with 6 staff members, and we are keeping up and actually doing more with the work orders, sampling, and completing more special projects than several years ago, due to everyone's hard work.

I would appreciate the District Board evaluation of our salaries during the mid-year budget review.

Thank you

As you can see, SSLOCSD is lagging behind in the average salaries for wastewater treatment plants in our area.

Sep-12

Wastewater Operat	Supervisor	Supervisor			
	min	max	min	max	
Santa Maria SLO CMC Morro Bay SSLOCSD Paso Robles Pismo Atascadero average	4682 4082 4030 3940 3813 3808 3680 4005	5692 6153 5415 4899 4792 4844 4628 4473	5948 5401 5381 4844 4783 4471	7230 6632 6541 6153 5686 5815 5435	Santa Maria SLO Pismo Paso Robles CMC <u>SSLOCSD</u> Morro Bay
lead/op3 Santa Maria CMC Paso Robles Pismo SSLOCSD Atascadero	5163 4406 4416 4056 4057	6275 5686 5597 5368 4932 4931	8057 7555 6787 5855 5713 5380	10239 9185 8105 7119 7086 6540 5794	Paso Robles Santa Maria SLO SSLOCSD Morro Bay Pismo CMC
average	5163	5981	6558	1124	



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Staff Report

To:

Board of Directors

From:

John Wallace, District Administrator

Date:

October 17, 2012 Meeting

Subject:

Development of Pretreatment Ordinance; Agreement for Professional Services; Carollo

Engineers

Recommendation:

That the Board enter into an agreement, in a form approved by District Counsel, with Carollo Engineers for updating the District's Pretreatment Ordinance

Funding:

The FY 2012-13 Budget includes item No. 19-7065, Source Control Program in the amount of \$60,000. This budget includes consultant costs to update the ordinance and for Staff to manage the pretreatment program. The lump sum fee for this agreement is \$29,600.

Discussion:

On November 16, 2011, The Board directed Staff to prepare a Request for Proposals (RFP) for engineering services to update the existing pretreatment ordinance to current EPA requirements. Then on July 17, 2012, The Board directed Staff to negotiate a contract for engineering services to update the existing pretreatment ordinance.

After contract negotiations between District Counsel and Carollo Engineers regarding language in the agreement, a solution was reached.

Since it was determined that Carollo Engineers is a qualified consultant, Staff recommends that the District sign this agreement with Carollo Engineers for updating the District's Pretreatment Ordinance.

South San Luis Obispo County Sanitation District 1600 Aloha Place Oceano, CA 93445

MASTER AGREEMENT FOR SERVICES OF INDEPENDENT CONSULTANT

Description:

Carollo Engineers

Project Location:

South San Luis Obispo County Sanitation District

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the South San Luis Obispo County Sanitation District, a county sanitation district duly existing and operating pursuant to the provisions of Health and Safety Code §4700 et seq. (hereinafter referred to as "SSLOCSD"), and Carollo Engineers, with offices located at: 7580 N. Ingram Ave #112, Fresno, CA 93711, and 2700 Ygnacio Valley Road #300, Walnut Creek, CA 94598, wherein Consultant agrees to provide the services to SSLOCSD and SSLOCSD agrees to accept the services specified herein.

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

- 1. DESIGNATED REPRESENTATIVES. John L. Wallace, P.E., District Administrator at telephone number (805) 544-4011 and/or Bob Barlogio, Plant Superintendent of SSLOCSD. at telephone number (805) 489-6666 are the representatives of SSLOCSD and will administer this Agreement for and on behalf of SSLOCSD. Lou Carella (925) 932-1710 is the authorized representative for the Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.
- 2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

SSLOCSD:

South San Luis Obispo County Sanitation District

P.O. Box 339

Oceano, CA 93445 Attn: John L. Wallace Fax: (805) 489-2765

CONSULTANT: Carollo Engineers

2700 Ygnacio Valley Road, #300

Walnut Creek, CA 94598

Attn: Lou Carella Phone: (925) 932-1710 Fax: (925) 930-0208

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

- 3. ATTACHMENTS. Attached to this Agreement are the following Exhibits. Said Exhibits shall be initiated by Consultant upon request of SSLOCSD or by SSLOCSD directly. Said Exhibits are incorporated herein by reference:
 - A. Description of scope of services (the Project) to be performed by Consultant, including a timeline for Project completion. (Exhibit "A")
 - B. A listing of hourly rates of Consultant's personnel applicable to providing services under this Agreement, a definition of reimbursable costs with a maximum limit for reimbursable costs, along with a contract budget for the services described in Exhibit "B".

4. SCOPE OF SERVICES.

- A. Consultant agrees to provide the services to SSLOCSD in accordance with Exhibit "A".
- B. The Consultant shall perform its services in character, sequence and timing so that they will be coordinated with the requirements of SSLOCSD and other consultants of SSLOCSD.
- 5. TERM. Consultant shall commence performance immediately.

6. COMPENSATION OF CONSULTANT.

- A. The Consultant will be paid for services provided to SSLOCSD on a lump sum basis not to exceed the contract amount of \$29,600.00, in accordance with the schedule set forth in Exhibit "B".
- B. Payment of undisputed amounts is due within 60 days of receipt of invoices. Invoices shall reflect the phase to which the request for payment is being invoiced in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each phase.
- C. Consultant will not receive compensation in excess of contract amount without written authorization from SSLOCSD.
- D. Payment to Consultant shall be considered as full compensation of all personnel, materials, supplies, and equipment used in carrying out the services as stated in Exhibit "A".
- E. SSLOCSD's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of SSLOCSD's right to:
 - 1. Require Consultant to correct such work or billings; or
 - 2. Seek any other legal remedy.
- REIMBURSABLE COSTS. Consultant shall be reimbursed at cost for reimbursable costs as provided by the contractor in Exhibit "B".
- 8. EXTRA SERVICES. Should services be requested by Consultant which are considered to be beyond the scope of Basic Services in this Agreement by the Consultant, the Consultant shall provide a written request for consideration of Additional Services to the SSLOCSD Contract Administrator

9. INDEPENDENT CONTRACTOR. Consultant, its agents and contractors are independent contractors, responsible for all methods and means used in performing the Consultant's services under this agreement, and are not employees, agents or partners of SSLOCSD.

10. PERFORMANCE STANDARDS.

- A. Compliance with laws.
 - 1. Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, to comply with all District, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Project and this Agreement. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether SSLOCSD be a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and SSLOCSD. Any corrections to Consultant's instruments of professional service which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at the Consultant's expense.
 - 2. Should these requirements change after the date of design or drawing preparation, Consultant shall be responsible for notifying SSLOCSD of such change in requirements. Consultant will bring the instruments of professional service into conformance with the newly issued requirements at the written direction of SSLOCSD. Consultant's costs for providing services pursuant to this paragraph shall be submitted to SSLOCSD as Additional Services.
- B. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Consultant shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to SSLOCSD pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall correct or revise any errors or omissions at SSLOCSD's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.
- 11. TAXES. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.
- 12. CONFLICT OF INTEREST. Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant.
- **13. RESPONSIBILITIES OF SSLOCSD.** SSLOCSD shall provide all information reasonably necessary by Consultant in performing the services provided herein.

- 14. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, data, and other instruments of professional service prepared by Consultant during the performance of this Agreement shall become the property of SSLOCSD. However, Consultant shall not be liable for SSLOCSD's use of documents and instruments of professional service if used for other than the Project or scope of services contemplated by this Agreement.
- 15. RECORDS, AUDIT AND REVIEW. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. SSLOCSD shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice.

16. INDEMNIFICATION.

A.1 Indemnification Pertaining to General Liability other than Professional Liability.

The following applies to general liability claims other than professional liability claims:

Consultant shall indemnify, defend, and hold harmless the South San Luis Obispo County Sanitation District, the Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Consultant, its officers, employees, agents, subcontractors, or vendors in performing services pursuant to this Agreement. It is further agreed, Consultant's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of the South San Luis Obispo County Sanitation District, the Board of Directors, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of the South San Luis Obispo County Sanitation District, its officers, employees or agents. Payment by the South San Luis Obispo County Sanitation District is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and the South San Luis Obispo County Sanitation District, as to whether liability arises from the sole negligence of the South San Luis Obispo County Sanitation District or its officers, employees, agents, subcontractors or vendors. Consultant will be obligated to pay for the South San Luis Obispo County Sanitation District' defense until such time as a final judgment has been entered adjudicating the South San Luis Obispo County Sanitation District as solely negligent.

A.2 Indemnification Pertaining to Professional Liability (Services).

The following applies to professional liability claims where professional malpractice or breach of professional performance standards as identified in Section 10 are alleged:

Consultant shall indemnify, defend, and hold harmless the South San Luis Obispo County Sanitation District, the Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever to the extent caused by the negligent acts or omissions, or willful misconduct of Consultant, its officers, employees, agents, subcontractors, or vendors in performing professional Services pursuant to this Agreement.

B. Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify the South San Luis Obispo County Sanitation District, against any responsibility or liability in contravention of Civil Code §2782.

"Notwithstanding the foregoing, for any claim alleging Consultant's negligent performance of professional services, Consultant's obligations regarding SSLOCSD's defense under this paragraph include only the reimbursement of SSLOCSD's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution."

- C. Neither termination of this Agreement or completion of the Scope of Services under this Agreement shall release Consultant from its obligations referenced in subsection A, above, as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.
- D. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the Agreement does not relieve Consultant from liability referenced in subsection A, above. The obligations of this article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

17. INSURANCE.

A. Consultant shall procure and maintain, in insurance companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage, written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

Commercial General Liability Insurance \$1,000,000 per occurrence (ISO Form CG 0001 11/85) \$2,000,000 in the aggregate

\$\frac{1}{2} \cdot \cdot

Commercial Automobile Liability Insurance \$ 1,000,000 per accident (ISO Form CA 0001 12/90)

Workers' Compensation Insurance Statutory

Employer's Liability Insurance \$ 1,000,000 policy limit

Professional Liability Insurance \$ 1,000,000 per claim \$ 2,000,000 in the aggregate

\$ 2,000,000 in the aggregate

- B. The Commercial General and Commercial Automobile liability policies shall be endorsed to include the following:
 - 1. SSLOCSD, it officers, directors, employees and agents shall be named as Additional Insureds under ISO Form CG 2010 11/85 or its equivalent; and
 - 2. The coverage afforded SSLOCSD shall be primary and non-contributing with any other insurance maintained by SSLOCSD.
 - 3. If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.
- C. Prior to commencing work under this Agreement, Consultant shall provide SSLOCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for automobile liability, workers' compensation/ employer's liability, and professional liability insurance shall specify that the insurer shall give SSLOCSD an unqualified thirty (30) days advance written notice by the insurer prior to any cancellation of the policy.
- D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of three (3) years after termination of this agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Consultant hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.
- **18. PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the Consultant or under
 - Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.
- 19. NONEXCLUSIVE AGREEMENT. Consultant understands that this is not an exclusive Agreement and that SSLOCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the SSLOCSD desires.
- 20. ASSIGNMENT. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of SSLOCSD and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
- 21. TEMPORARY SUSPENSION. The SSLOCSD's Contract Administrator shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be

paid for services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

22. TERMINATION.

- A. Right to terminate. SSLOCSD retains the right to terminate this Agreement for any reason by notifying Consultant in writing thirty (30) days prior to termination. Upon receipt of such notice, Consultant shall promptly cease work and notify SSLOCSD as to the status of its performance. SSLOCSD shall pay Consultant for its reasonable costs and expenses through the date of termination. However, if this Agreement is terminated for fault of Consultant, then SSLOCSD shall be obligated to compensate Consultant only for that portion of Consultant services which are of benefit to SSLOCSD, up to and including the day Consultant receives notice of termination from SSLOCSD.
- B. Return of materials. Upon such termination, Consultant shall immediately turn over to the District copies of studies, drawings, mylars, computations, computer models and other instruments of professional services, whether or not completed, prepared by Consultant, or given to Consultant in connection with this Agreement. Consultant, however, shall not be liable for SSLOCSD's use of incomplete materials or for SSLOCSD's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.
- C. Should SSLOCSD fail to pay Consultant undisputed payments set forth in Section 6, above, Consultant may, at Consultant's options, suspend its services or terminate this agreement if such failure is not remedied by SSLOCSD within thirty (30) days of written notice to SSLOCSD of such late payment.
- 23. DISPUTE RESOLUTION. The following procedures apply only to disputes where the amount in controversy is less than \$50,000.
 - A. SSLOCSD and Consultant agree that disputes between them arising out of or relating to this Agreement where the amount in controversy is less than \$50,000 shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. If the dispute is not settled by mediation, then the parties agree to submit the dispute to binding arbitration as provided in subsection B, below.
 - B. Either party may demand arbitration by filing a written demand with the other party within thirty (30) days from the date of final mediation, in accordance with the prevailing provisions of the California Arbitration Act at the time of written demand. The arbitration procedures are as follows:
 - 1. The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within five days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.
 - 2. A hearing on the matter to be arbitrated shall take place before the arbitrator(s) within the County of San Luis Obispo, state of California, at the time and place

- selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each party written notice of the time and place at least sixty (60) days before the date selected. The procedures of the California Arbitration Act are incorporated herein by reference.
- 3. If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties, and if there are three arbitrators, the decision of the two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision by the arbitrator(s) shall be binding on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provision of the California Arbitration Act.
- 4. If three arbitrators are selected, but no two of the three are able to reach an agreement regarding the determination of the dispute, then the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is agreed on by two of the three arbitrators selected.
- 5. The costs of the arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine(s).
- **24. SSLOCSD NOT OBLIGATED TO THIRD PARTIES.** SSLOCSD shall not be obligated or liable for payment hereunder to any party other than the Consultant.
- 25. COSTS AND ATTORNEY'S FEES. The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.
- **26. SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- 27. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- 28. REMEDIES NOT EXCLUSIVE. Except as provided in Sections 22 and 23, no remedy herein conferred upon or reserved to SSLOCSD is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- **29. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

- 30. NO WAIVER OF DEFAULT. No delay or omission of SSLOCSD to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein: and every power and remedy given by this Agreement to SSLOCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of SSLOCSD.
- 31. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
- 32. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- 33. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.
- 34. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- 35. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.
- 36. PRECEDENCE. In the event of conflict contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
- 37. FORCE MAJEURE. Neither party shall hold the other responsible for damages or delays in performance caused by force majeure (acts of nature) or other events beyond the reasonable control of either party.

REV-A

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the SSLOCSD.

CONSULTANT - CAROLLO ENGINEERS
Signature: Jount Caul
Name: Lou Carella V
Title: EXECUTIVE VP
Date: 105 12
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
District Administrator – John Wallace
Date:

END OF DOCUMENT

EXHIBIT A

South San Luis Obispo County Sanitation District Pretreatment Ordinance Update Proposed Scope of Services Revised July 2, 2012 by Carollo Engineers, Inc.

Carollo will update the District's pretreatment ordinance (1994-1) to address the Federal Pretreatment Regulations (40 CFR 403), Pretreatment Standards under Sections 307(b), 307(c), and 307(d) of the Clean Water Act, and the enforcement of National Pretreatment Standards in accordance with 40 CFR 403.5 and 403.6. The scope for the ordinance update is as follows:

- Task 1. Meet with District Staff and District Engineer Personnel for a Project kickoff meeting. Review the existing Ordinance from 1994 and evaluate compliance with pertinent regulations, and District permits, including the EPA model ordinance.
- Task 2. Create new ordinance, based on the EPA Model Pretreatment Ordinance, dated January 2007. Weave in portions of the current District ordinance that need to be retained.
- Task 3. Meet with District Staff and District Engineer Personnel to discuss the draft ordinance.
- Task 4. Prepare and conduct one (1) separate informational meeting with the District Member Agencies, Industrial and Commercial Users, and the SSLOCSD Board of Directors.
- Task 5. Incorporate comments into public draft, and attend one (1) Board of Directors meeting to present the draft ordinance.
- Task 6. Evaluate and respond to District and agency comments and prepare the final Pretreatment Ordinance. Present at a SSLOCSD Board of Directors Meeting for approval.

The scope does not include services to develop new local limits, monetary fines, cost recovery fees, or other industrial compliance or permit-related fees.

Deliverables:

- Agendas, presentation, handouts, and meeting notes from all project meetings; powerpoint presentations for three (3) meetings;
- One (1) initial and one (1) subsequent revised draft of the Pretreatment Ordinance:
- After comments are incorporated, a final copy shall be provided electronically, and one
 (1) bound and one
 (1) unbound copies of the final, draft Pretreatment Ordinance;
- Submit all supporting technical data used for Pretreatment Ordinance preparation.

All documents will be turned over to the SSLOCSD in paper and electronic form, upon completion of the work. Electronic formats shall be compatible with Microsoft Office Word

Version 2010. All documentation, reports, notes, and other data generated as part of the service by the consultant or its subconsultants for this project shall be the property of the SSLOCSD and will be submitted in a format acceptable to the District.

		FICATE OF LIAB				DATE (MM/DD/YY) 09/04/2012	
PRODUCER 0564249 1-800-833-7337 Heffernan Insurance Brokers/ Heffernan Professional Practices 1460B O'Brien Drive		ONLY AN HOLDER.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
Menlo	Park, CA 94025			INSURERS	AFFORDING COVERA	3E	
INSURED			INSURER A: Han	over Insuranc	e Company	20020114 400	
Caron	o Engineers		INSURER B: Mas	sachusetts Ba	y Insurance Company		
2700 Y	gnacio Valley Road, #30	00	INSURER C: Con	INSURER C: Continental Casualty Company			
Walnut	Creek, CA 94598		INSURER D:			The state of the s	
	1		INSURER E:				
COVE	RAGES						
MAY	PERTAIN, THE INSURANCE AFF	DITION OF ANY CONTRACT OR OTH ORDED BY THE POLICIES DESCRIBE WN MAY HAVE BEEN REDUCED BY PA	D HEREIN IS SUBJEC AID CLAIMS.	T TO ALL THE TER POLICY EXPIRATION DATE (MM/DD/YY)	MS, EXCLUSIONS AND CO	INDITIONS OF SUCH	
	NERAL LIABILITY	ZHF894489201	12/31/11	12/31/12	EACH OCCURRENCE	\$1,000,000	
х	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000	
	CLAIMS MADE X OCCUR			1	MED EXP (Any one person)	\$ 25,000	
					PERSONAL & ADV INJURY	\$1,000,000	
					GENERAL AGGREGATÉ	\$ 2,000,000	
GE	N'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPJOP AGG	 	
	POLICY X PRO-						
A AU	TOMOBILE LIABILITY ANY AUTO	AHF891168501	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Es accident)	\$1,000,000	
	ALL OWNED AUTOS SCHEDULED AUTOS			4	BODILY INJURY (Per person)	\$	
	HIRED AUTOS NON-OWNED AUTOS				80DILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
GA	RAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	1	
EX	CESS LIABILITY				EACH OCCURRENCE	5	
		•	ž.	1		1 .	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Operations as per contract on file with Insured.
Professional Liability is written in aggregate limits of liability not less than the amount shown.
RE: SSLOCSD Pretreatment Ordinance Revision. WG Job No. 0026-002-00157. South San Luis Obispo County

WDF895749902

AEH288354410

Unlimited Retroactive Date

RE: SSLOCSD Pretreatment Ordinance Revision. WG Job No. 0026-002-00157. South San Luis Obispo County Sanitation District, its officers, directors, employees and agents are included as additional insureds with respects to General Liability and Auto Liability and both these policies are Primary and Non-Contributory.

12/31/11

07/04/12

12/31/12

07/04/13

X WC STATU-TORY LIMITS

Aggregate

Per Claim Deductible

E.L. EACH ACCIDENT

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION *10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
South San Luis Obispo County Sanitation District	DATE THEREOF, THE ISSUING INSURER WILL EXOEXWAY MAIL 30* DAYS WRITTEN
	NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, HAY YAK XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
P.O. Box 339	XINDRER NO KARAKEN KENDIK KIMBIK MAKAKAN KIMBI KIMBIK KARAKEN KARAKEN KARAKEN KARAKEN KARAKEN KARAKEN KARAKEN K
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Oceano, CA 93445	AUTHORIZED REPRESENTATIVE ///
USA	///

DEDUCTIBLE

EMPLOYERS' LIABILITY

WORKERS COMPENSATION AND

OTHER C Professional Liability \$

E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

\$1,000,000

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s 400,000

Policy Number: AHF891168501 COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An Insured Provision of the coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	12/31/2011	
Named Insured:	Carollo Engineers	

SCHEDULE

Name of Person(s) or Organization(s):	Any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered autos.

(If no entry entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement).

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. CANCELLATION 2. b. of the COMMON POLICY CONDITIONS is replaced with the following:

 60 days before the effective date of cancellation if we cancel for any other reason.

SECTION I - COVERED AUTOS

EMPLOYEE HIRED "AUTOS"
 Description Of Covered Auto
 Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

4. EMPLOYEES AS INSUREDS

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

 e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends SECTION II - LIABILITY COVERAGE, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the SECTION II - LIABILITY COVERAGE, B. Exclusions Paragraph 5. Fellow Employee exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III** - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

- The actual cash value of the property as of the time of the "loss"; or
- The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- 3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to SECTION III-PHYSICAL DAMAGE COVERAGE A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal -Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair.

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

- Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- 2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto", and

 Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

- The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
- An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

 The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

- Necessary and actual expenses incurred, including loss of use.
- 2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

13. AIRBAG COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

- The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph C. LIMIT OF INSURANCE 1. or 2. and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to SECTION IV -BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

18. UNINTENTIONAL FAILURE TO DISCLOSE INFORMATION

The following is added to SECTION IV BUSINESS AUTO CONDITIONS. B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

19. HIRED AUTO - WORLDWIDE COVERAGE

The following is added to SECTION IV -Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory provision:

e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", SECTION V - DEFINITIONS is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0778 (09 09) CALIFORNIA COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

Additional Insured by Contract, Agreement or Permit

Under Section II - Who Is An insured, Paragraph 4. is added as follows:

- Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide insurance, is an insured, but only with respect to:
 - (1) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
 - (2) Premises you own, rent, lease or occupy. This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.
 - b. This provision does not apply:
 - (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
 - (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part.
 - (3) To any person or organization included as an insured under item 2 of this endorsement.
 - (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
 - (5) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

Aggregate Limit Per Location

- (1) Under Section III Limits of Insurance the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- (2) Under Section V Definitions, definition 23. is added as follows:
 - 23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503 (05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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Designated Construction Projects:

Your projects away from premises owned by or rented to you

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

- a. Insureds:
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE - PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

Additional Insured by Contract, Agreement or Permit Amended – Primary & Non-Contributory

The following is added to Section IV - Commercial General Liability Conditions

4. Other Insurance

a. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II – Who is An Insured, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- i. For the sole negligence of the Additional Insured;
- ii. when the Additional Insured is an Additional Insured under another primary liability policy; or
- iii. when 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I Coverage A Bodily Injury And Property Damage Liability.



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 http://sslocsd.org/

Staff Report

To: Board of Directors

From: Bob Barlogio, Plant Superintendent

Via: John Wallace, District Administrator

Date: October 17, 2012

Subject: Circuit Breakers Purchase

Recommendation:

Staff recommends the Board approve the purchase of 2 Square D circuit breakers with shunt trips installed by the factory from California Electric Supply, Santa Maria, for the amount of \$2602.80.

Funding:

Funding will from 26-8065,11 MBI 08, Influent Pumps Failure Readiness/Refurbishment. This account started with \$437,300 for fiscal year 2012/13. We have spent \$14,705 from this fund to date. If this purchase is approved, 11 MBI 08 account will have \$422,595 remaining.

Discussion:

Staff would like to isolate the shunt trip system on the influent pump station from one to two separate units. This purchase would allow two influent pumps on one circuit breaker with one shunt trip, and the other two pumps to be controlled by the other shunt trip circuit breaker. This will provide flexibility in pump operations in case of an emergency but still retain the safety features of remote electrical shut off.

Staff obtained quotes from the following dealers, for two circuit breakers, plus sales tax:

California Electric Supply \$2,602.80
Grainger \$2,767.05

Schneider Electric \$2,850.86

Allied \$2,902.06

CALIFORNIA ELECTRIC SUPPLY 901 SOUTH BLOSSER RD.

SANTA MARIA CA 93458 USA TEL: (805)925-9585 FAX: (805)928-2302 CONTACT: JOE ROMERO

QUOTE FOR: SO SLO SANTIATION DIST ACCT: 62-76865 SO SLO SANTATION DIST

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QUOTE # 1077885	DATE 10/10/2012	REV# 0	REV DATE 10/10/2012
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PO BOX 339 OCEANO, CA 93445 TEL: (805)489-6666

PEREXT AMT PRICE DESCRIPTION

100A3P C/B W/120V SHUNT TRIP 1-ABOVE HAS A FACTORY INSTALLED 120V SHUNT TRIP 2-7 WORK DAYS TO SHIP OUT OF TEXAS 3-ABOVE IS FULL FREIGHT ALLOWED HDA36100SA PRODUCT CODE OTY 01 2 02 * 03 * ĽN

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1-ABOVE IS HAS A FIELD INSTALLABLE SHUNT TRIP HDA36100 \$29386 S SQS 10 *

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1574.00 836.00 <u>데</u> 떼 787.00 418.00 120V SHUNT TRIP MECHANISM 2-BREAKER & SHUNT TRIP ARE STOCK IN TEXAS AT THIS TIME MOLDED CASE CIRCUIT 3-ABOVE IS FULL FREIGHT ALLOWED

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More Accessories

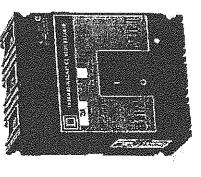
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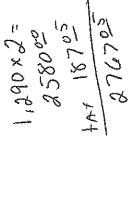
SQUARE D Circuit Breaker, Shunt Trip, FAL, 100 A

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Thermal Magnetic Circuit Breaker, Shunt Trip, Current Rating 100 Amps, Maximum Voltage 480 Volts, Number of Poles 3, AIR Rating 18K, Molded Case

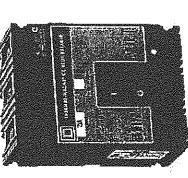
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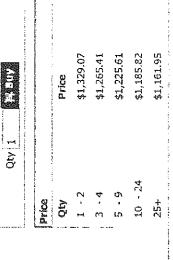
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SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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Staff Report

To: Board of Directors

From: Bob Barlogio, Plant Superintendent

Via: John Wallace, District Administrator

Date: October 17, 2012

Subject: Circuit Breakers Installation

Recommendation:

Staff recommends the Board approval of hiring Wescorp to install the two shunt trip, 100 amp circuit breakers and connect to the influent pump station, for the amount not to exceed \$2,500.

Funding:

Funding will from 26-8065, 11 MBI 08, Influent Pumps Failure Readiness/Refurbishment. This account started with \$ 437,300 for fiscal year 2012/13. We have spent \$ 17,308 from this fund to date depending on approval of the circuit breakers. If this purchase is approved, 11 MBI 08 account will have \$ 420,095 remaining.

Discussion:

Staff would like to complete the separation of the shunt trip system on the influent pump station from one to two separate units. This purchase would allow two influent pumps on one circuit breaker with a shunt trip, and the other two pumps to be controlled by the other shunt trip circuit breaker. The electrician would install a conduit from the two shunt trip 100 amp circuit breakers to the pump control electric panel. Thus isolating pumps No.1 and 2 on one shunt trip circuit breaker, and pumps No. 3 and 4 on the other shunt trip circuit breaker. This project would have to be completed during the low flow hours of the night, midnight to 5 AM. This project will require overtime on both District staff and the electrician.

Staff obtained quotes from the following electricians:

Wescorp \$135 per hour

DMS Electric \$179 per hour

Santa Maria Electric \$184 per hour

RossiCarr \$184 for 1st half hour, \$181 thereafter

Select Electric \$249 per hour



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 http://sslocsd.org/

Staff Report

To: Board of Directors

From: John Wallace, District Administrator

Date: October 17, 2012 Meeting

Subject: 01 MBI 01, Cogen Engine Repairs

Recommendation:

Staff recommends the Board approve the MAN cogen engine repairs performed by RDI Energy in the estimated amount of \$30,000 (including tax on the parts); also make the finding that based on previous performance from other vendors, this service from a factory-authorized service center should be purchased sole source.

Funding:

The District Account 19-8030, *Equip Maint Reg & Minor Replacement*, was set at \$100,000 for the FY 2012-13 budget. The current account balance is approximately \$73,000.

Staff recommends purchasing this service sole source from the West Coast MAN factory authorized Service Center. The District's experience with other service providers has not been favorable.

Discussion:

On September 3, 2012, the cogeneration engine went down in catastrophic fashion. The current maintenance vendor, Gas Systems, was notified immediately after the event. Gas Systems has failed to appear onsite to inspect or repair the damage.

RDI Energy, which is the West Coast Authorized MAN engine Distributer/Servicing agent sent a technician from Costa Mesa at no charge to inspect the engine to determine the cost of the repairs. They found extensive damage to Pistons 1, 2, 5 and 6, to the turbocharger unit, and to the exhaust manifold. All internal damaged parts demonstrated extensive siloxane damage.

RDI Energy has estimated approximately \$30,000 for the repairs to restore the engine back to manufacturer's specifications (adding taxes, etc). Based on the District's experience with other third party service organizations, it is in the District's best interest to sole source the repairs.

This is the first major expense to the cogen system i.e. to fix the physical damage to the engine so it can begin operating again. Staff expects subsequent expenses to address some secondary failed components and the sub-par Siloxane removal system. But these repairs would allow the cogen to operate while other adjustments are being decided.

Staff recommends approval of the MAN cogen engine repairs performed by RDI Energy in the estimated amount of \$30,000.



RDI Energy, 2225 West Commodore Way, Seattle, WA 98199 Estimate #: 0912-124

Tel (206) 286 1234

www.manengines.com

Estimate Prepared For:-

Bill Lindahl, P.E. The Wallace Group (805 544 4011

Tel e-mail

bill.lindahl@wallacegroup.us

Engine Location Engine Type: Engine # Oceana, CA

MAN E 2876 TE 302 299 2206 055 2208

Engine Operating Hours

Prepared By:-

Brian Cook

bcook@manengines.com

Date:

11th September, 2012

Furnish labor and MAN spare parts to effect repairs on the above engine after it suffered a significant failure. All work and parts are covered by a 6 month warranty

The work includes but is not limited to:-

- 1. remove damaged turbocharger and install new unit with all new seals and gaskets. All efforts will be made to have the damaged turbocharger rebuilt for use as a "swing" unit
- remove all (6) cylinder heads, disassemble, examine, clean, rebuild and replace on the engine using all new gaskets and seals
- remove pistons, connecting rods, connecting rod bearings and cylinder liners from # 1,2,5 & 6
 cylinders and replace with4 new pistons, 4 new cylinder liners, 4 new connecting rod bearings and
 8 new connecting rod bolts.
 Unless damaged the original connecting rods will be re-used
- 4. remove cracked exhaust gas manifold and replace with new manifold using all new gaskets
- clean oil pan, install new oil filters and new oil. After test running engine for 1 hour drain engine oil and replace with new

Total Labor	62 hours at \$90:00 per hour	\$ 5,580:00
Total Travel	6 hours at \$70:00 per hour	\$ 420:00
Total Meals &	Accommodation (invoiced at cost) Est.	\$ 1,100:00

Total Parts (see attached List)

\$ 20,705:43

TOTAL \$ 27,805:43

San Luis Obispo Waste Water Treatment Plant - Engine Repair

Qty	Part#	Description	Cost	Total
1	04.10394.9292	Sealant	49.11	49.11
2	06.56254.6302	Gasket	14.57	29.14
4	06.56631.0106	Seal	3.96	15.84
5	06.56631.0107	Seal	6.98	34.90
12	06.56631.0110	Seal	5.06	60.72
2	06.56631.0112	Seal	5.18	10.36
1	06.56936.2479	Toric Seal	22.26	22.26
4	06.56936.2733	Toric Seal	33.90	135.60
2	06.56937.1686	Toric Seal	35.42	70.84
2	06.56937.2168	Toric Seal	47.56	95.12
4	51.01201.0468	Cylinder Liner	149.64	598.56
4	51.02410.6632	Conrod Bearing Normal	126.80	507.20
4	51.02501.6089	Engine Piston normal	1,240.42	4,961.68
6	51.03901.0298	Cylinder Head Gasket	152.15	912.90
6	51.03905.0190	Gasket Cylinder Head Cover	36.67	220.02
2	51.05504.0096	Oil Filter	30.91	61.82
1	51.05904.0198	Gasket	146.04	146.04
2	51.06599.6088	O-ring Seal	457.41	914.82
1	51.08101.6214	Exhaust Manifold	3,371.04	3,371.04
2	51.08105.0076	Intermediate Piece	160.87	321.74
1	51.08901.0082	Filler Seal	156.72	156.72
6	51.08901.0099	Gasket	10.53	63.18
2	51.08902.0143	Gasket	39.47	78.94
6	51.08902.0161	Gasket	14.98	89.88
2	51.08902.0207	Gasket	95.63	191.26
1	51.09100.7657	Turbocharger	6,481.78	6,481.78
1	51.09901.0033	Gasket	27.90	27.90
2	51.09901.0038	Gasket	132.93	265.86
1	51.91606.0096	Cover	202.09	202.09
8	51.96501.0493	Toric Seal	21.71	173.68
8	51.96501.0522	Toric Seal	25.44	203.52
2	51.96501.0544	Toric Seal	15.67	31.34
1	51.96601.0467	Gasket	18.30	18.30
1	51.96601.0576	Gasket	7.77	7.77
1	51.96601.0577	Gasket	8.78	8.78
1	51.97445.0076	Profiled Clamp	41.76	41.76
8	51.90490.0021	Conn Rod Bolts	15.37	122.96

Total \$20,705.43