



**SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT**

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

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

Wednesday, April 20, 2016 at 6:00 p.m.

Board Members

John Shoals, Chair
Mary Lucey, Director
Jim Hill, Director

Agencies

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

Alternate Board Members

Matthew Guerrero, Director
Tim Brown, Director
Barbara Nicolls, Director

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

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

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

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

Please adhere to the following procedures when addressing the Board:

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

Any writing or document pertaining to an open-session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection

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

4. CONSENT AGENDA:

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

4A. Review and Approval of Minutes of Meeting of April 06, 2016

4B. Review and Approval of Warrants

4C. Financial Review at March 30, 2016

5. PLANT SUPERINTENDENT'S REPORT

6. BOARD ACTION ON INDIVIDUAL ITEMS:

6A. Resolution 2016-343 Adopting District Administrator contract with Gerhard Hubner.

Staff recommends that the Board adopt by resolution: the appointment of Gerhard Hubner as District Administrator, and authorizes the Board Chairman to execute the employment contract.

6B. Resolution 2016-344 and an Agreement with Speiss Construction Company for construction of a Grit Removal System

Staff recommends that the Board of Directors award the contract for installation of a Grit Removal System to Spiess Construction Company, and that the Board adopt a resolution directing the District Administrator to enter into an agreement with Spiess Construction Company, Inc. for the construction of a Grit Removal System at the Oceano Wastewater Treatment Plant.

6C. Resolution 2016-345 and an Agreement with Merk Associates, LLC for Environmental Review Services for the Cherry Avenue Sewer Bridge Maintenance Projects

Staff recommends that the Board of Directors adopt a resolution authorizing the District Administrator to enter into an agreement with Kevin Merk Associates, LLC for Environmental Review Services for the Cherry Ave. Bridge Project.

6D. Resolution 2016-346 and an Agreement with Aquatic Bioassay & Consulting Laboratories, Inc. for Professional Services for Ocean Outfall Inspection.

Staff recommends that the Board of Directors adopt a resolution authorizing the District Administrator to enter an agreement with Aquatic Bioassay Inc. to perform an Ocean Outfall Inspection on the District's Ocean Outfall.

6E. Resolution 2016-347 and an Agreement with Bartle Wells to assist in SRF Loan Application process.

Staff recommends that the Board of Directors adopt a resolution authorizing the District Administrator to execute the attached contract with Bartle, Wells, and Associates for completion of the State Revolving Funding financing application package.

7. MISCELLANEOUS ITEMS

7A. Miscellaneous Oral Communications

7B. Miscellaneous Written Communications

8. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR

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

9. PUBLIC COMMENT ON CLOSED SESSION

10. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

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

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

11. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

12. ADJORNMENT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

Minutes of the Meeting of Wednesday April 06, 2016
6 P.M.

1. CALL TO ORDER AND ROLL CALL

Present: Chairman John Shoals, City of Grover Beach; Director Mary Lucey, Oceano Community Services District; Director Jim Hill, City of Arroyo Grande

District Staff in Attendance: John Clemons, Acting District Administrator/Plant Superintendent; Gilbert Trujillo, District Legal Counsel;

2. FLAG SALUTE

3. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chairman Shoals opened the public comment period.

Sharon Brown thanked John Clemons for his service as Acting District Administrator.

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

4. CONSENT AGENDA

4A. Review and Approval of Minutes of Meeting of March 16, 2016

4B. Review and Approval of Warrants

4C. Ratification of District Administrator's Contract

Director Hill pulled Item 4C for separate consideration.

Acting District Administrator Clemons went over the Revisions made to the Warrant Register.

Chairman Shoals opened the public comment period.

April McLaughlin, Patty Welsh, Mark London and Sharon Brown gave public commented on the Warrant Register.

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

Motion: Director Hill made a motion to approve Items 4A and 4B with the exception of the \$5,000 retainer paid to Downey Brand.

Second: Chairman Shoals

Action: Approved unanimously by roll call vote.

4C. Approval of District Administrator's Contract

Acting District Administrator John Clemons pointed out that pages 5 and 7 are missing from the print outs.

District Legal Counsel recommended that this item be brought back at the next meeting with a Staff Report and Resolution for ratification.

Chairman Shoals opened the public comment period.

Patty Welsh, Patricia Price, Sharon Brown and April McLaughlin commented on this item.

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

Motion: Approval of District Administrators contract as completed with additional two pages that were not included in the original package and direct staff to bring back for ratification at the next meeting.

Second: Chairman Shoals

Action: Approved unanimously by roll call vote.

5. PLANT SUPERINTENDENT'S REPORT

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

The Board had a discussion on recycled water.

Chairman Shoals opened the public comment period.

Ron Arnoldson gave comment.

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

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

6. BOARD ACTION ON INDIVIDUAL ITEMS:

6A. Tax Roll

Staff recommended postponing the placement of wastewater treatment fees for the customers of the Cities of Arroyo Grande (AG) and Grover Beach (GB) on the SLO County tax roll for fiscal year 2016-17.

Chairman Shoals opened the public comment period.

Karen White, Sharon Brown, Patty Welsh, Julie Tacker, Patricia Price and Ron Arnoldson all commented on this item.

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

Action: Chairman Shoals directed staff to move all three agencies to the County Tax Roll as was originally passed by Roll Call Vote at the meeting of October 21, 2015.

6B. Election of Vice President

Staff recommended that the Board of Directors elect a Vice-Chair for the 2016 Calendar Year.

Chairman Shoals continued this item to a date uncertain.

Chairman Shoals opened the public comment period.

Julie Tacker and Patty Welsh gave comment.

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

Action: Chairman Shoals continued this item to a date uncertain.

6C. February 2016 Legal Bills

Staff recommended that the Board discuss the legal bills of Gilbert Trujillo and Wendy Stockton that were pulled from the Warrant Register at the meeting of March 16, 2016.

Director Hill gave background on this item. His intent is to make sure that the Board, acting as a whole, provides clear direction as to when legal work is required. His concerns were with prior billing. He has no concerns with current billing.

Legal Counsel does anticipate the bills being less going forward because a lot of the charges were onetime costs such as the Knudson Report, Prop 218 Hearing and creating templates to be used for future contracts.

Chairman Shoals opened the public comment period.

Julie Tacker gave comment.

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

7. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

Director Hill would like to see the Rabobank payments. He would like to have the FEMA issue brought back as a status report. He would also like a status update on the meeting with the Coastal Commission.

Director Lucey asked that the complete Coastal Commission Application be posted. Chairman Shoals directed staff post a link to the Coastal Commission website on the District website.

Acting District Administrator Clemons announced that the OCSD billing has been mailed out.

B. Miscellaneous Written Communications

None to report.

8. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR

Acting District Administrator Clemons thanked the Board for giving him the opportunity to move the District forward.

9. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

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

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

10. PUBLIC COMMENT ON CLOSED SESSION

Chairman Shoals opened the public comment period.

Mark London and Patty Welsh gave public comment.

Chairman Shoals closed the public comment period.

Legal Counsel addressed some of the questions asked of Mark London. He clarified that there is no risk in collecting attorney fees in both these matters.

11. REPORT OUT OF CLOSED SESSION

The Board heard a status update from Legal Counsel and took no reportable action.

12. ADJOURNMENT

There being no further business to come before the Board, Chairman Shoals adjourned the meeting at approximately 8:10p.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
04/20/2016 FY 2015/16

	BUDGET LINE ITEM		WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ALLIED ADMINISTRATORS	DENTAL INSURANCE	MAY	042016-1204	6025	909.42	909.42
AMERICAN BUSINESS MACHINES	OFFICE SUPPLIES AND EXPENSE	272660	05	8045	437.11	437.11
ARAMARK	UNIFORMS	04/08/16	06	7025	180.14	180.14
BC PUMP	EQUIPMENT MAINTENANCE	30678	07	8030	244.62	244.62
BRENNTAG	PLANT CHEMICALS	BPI612647; BPI614737	08	8050	9,888.99	9,888.99
CAL ELECTRIC, SUPPLY	EQUIPMENT MAINTENANCE	643698	09	8030	196.26	196.26
CALPERS	UNFUNDED ACCRUED LIABILITY	APRIL	10	6065	2,291.00	2,291.00
CCWT	EQUIPMENT RENTAL	34182	11	7032	60.00	60.00
DOWNNEY BRAND	OUTSIDE LEGAL	JANUARY	12	7070	13,846.63	13,846.63
		RETAINER			5,000.00	5,000.00
ENGEL & GRAY, INC	SOLIDS HANDLING	76915	13	7085	6,706.51	6,706.51
EPPENDORF	LAB SUPPLIES	400909098414	14	8040	72.54	72.54
FARM SUPPLY	HOUSEHOLD	35569	15	8035	117.42	117.42
FED EX	CHEMICAL ANALYSIS	5-377-97049	16	7078	59.78	59.78
FERGUSON	EQUIPMENT MAINTENANCE	3170487	17	8030	172.19	172.19
GARING TAYLOR & ASSOC	FFR SPREADER	13573	18		2,062.50	2,167.50
	SEWER PIPE BRIDGE	13572		26-8065	105.00	
GAS COMPANY	UTILITIES; GAS	03/04/16-04/04/16	19	7092	1,330.92	1,330.92
GILBERT A. TRUJILLO, ESQ.	LEGAL COUNSEL	MARCH	20	7070	3,062.50	4,532.50
	LITIGATION	MARCH			1,470.00	
I.I. SUPPLY	SAFETY SUPPLIES	38051	21	8056	20.94	20.94
JB DEWAR	FUEL	812284	22	8020	319.15	319.15
JOHN BOY'S TOWING	AUTOMOTIVE	33871	23	8032	125.00	125.00
JOHN F. RICKENBACH CONSULT.	REDUNDANCY PROJECT	157	24	20-7080	11,400.00	11,400.00
KROESCHE/SCHINDLER, LLP	OUTSIDE LEGAL	2242	25	7070	707.12	707.12
LEXIS NEXIS	LEGAL COUNSEL	MARCH	26	7071	250.00	250.00
MICHAEL K NUNLEY & ASSOC., INC.	REDUNDANCY PROJECT	2085; 1933	27	20-7080	6,070.00	13,256.65
	GRIT REMOVAL	2007		20-8010	3,213.75	
	HEADWORKS	2008		26-8065	3,972.90	
MINERS	HOUSEHOLD		28	8035	390.69	390.69
NBS	TAX ROLL ADMINISTRATION	316000269	29	7080	2,493.29	2,493.29
OCSD	WATER	01/18-03/18	30	7094	222.35	422.53
	PROF. SERVICES			7079	200.18	
PG&E	ELECTICITY	03/10-04/07	31	7091	9,712.35	9,712.35
READY REFRESH	HOUSEHOLD	16C0012917373	32	8035	6.02	6.02
ROYAL WHOLESALE ELECTRIC	SCADA	431363; 431491; 431364; 431514	33	20-8010	4,931.71	4,931.71
SHERMAN-WILLIAMS	EQUIPMENT MAINTENANCE	1803-1	34	8030	303.45	303.45
SOUTH COUNTY SANITARY	GARBAGE	APRIL	35	7093	122.80	122.80
SPRINT	COMMUNICATIONS, CELL PHONES		36	7014	610.02	610.02
STANLEY	COMMUNICATIONS, ALARMS	MAY	37	7011	64.06	64.06
STATE WATER RES. CONT. BOARD		ROMHILD CERT.	38	7068	230.00	230.00
SUPERIOR QUALITY COPIERS, INC	OFFICE EQUIPMENT	39783	39	7045	466.78	466.78
TRIBUNE	ADVERTISING	GRIT REMOVAL, ORDINANCE	40	7005	1,551.22	1,551.22
VWR	LAB SUPPLIES	X4532742; X4510159; X4520735; X402747	41	8040	369.24	369.24
SUB TOTAL					\$ 95,966.55	\$ 95,966.55
SO. SLO CO. SANITATION DISTRICT	PAYROLL	03/04/16	42		22,847.01	\$ 63,394.13
	PAYROLL	03/18/16			23,540.58	
	PAYROLL PROCESSING FEE	MARCH		6090	206.35	
	CALPERS RETIREMENT	MARCH		6060	13,457.87	
	UNFUNDED LIABILITY	MARCH		6065	2,291.00	
	TELEPHONE	FEB. & MARCH		7013	527.97	
	COMPUTER SUPPORT	MARCH		7082	370.00	
	WEB HOSTING	MARCH		7011	153.35	
SO. SLO CO. SANITATION DISTRICT	MEMBERSHIPS/TRAINING/SEMINARS	PETTY CASH REIMBURSE	43	7050	17.00	\$ 17.00
SUB TOTAL					\$ 63,411.13	\$ 63,411.13
	PAYROLL 04/01/16	\$25,084.42				
GRAND TOTAL					\$ 159,377.68	\$ 159,377.68

We hereby certify that the demands numbered serially from 042016-1204 to 042016-1243 together with the supporting evidence have been examined, and that they comply with the requirements of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT. The demands are hereby approved by motion of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, together with warrants authorizing and ordering the issuance of checks numbered identically with the particular demands and warrants.

BOARD OF DIRECTORS:

DATE: _____

Chairman

Board Member

Board Member

Secretary



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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www.sslocsd.org

TO: Board of Directors
FROM: Amy Simpson, District Bookkeeper/Secretary
VIA: John Clemons, Acting District Administrator
DATE: April 20, 2016

SUBJECT: FINANCIAL REVIEW AS OF MARCH 31, 2016

Overall Financial Summary

As of March 31, 2016, the District has recognized total revenues of \$2,398,552. Of this amount, \$1,981,371 is for operating revenues, and \$417,181 is for non-operating revenues.

District operating expenses totaled \$2,602,563. Operating expenses totaled \$1,849,285 and non-operating expenses totaled \$753,278 as of March 31, 2016.

Local Agency Investment Fund

The balance in the District's LAIF account was \$2,416,712 as of March 31, 2016.

County of San Luis Obispo Treasury Pool

As of March 31, 2016, the reconciled cash balance with the County of San Luis Obispo Treasury Pool was \$3,077,045. The County issues the majority of the District's checks, and the majority of the District's revenues are deposited with this agency. As such, the County provides 'banking services' to the District and provides some accounting documents for internal control purposes.

Rabobank Funds

At March 31, 2016, the reconciled cash balance in the District's Rabobank account totaled \$77,297. This account has been used to process the District's contracted payroll provider service and other District expenditures.



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Cash Balance at 02/29/16 \$ 5,378,728.69

Deposits	\$ 342,095.86
Warrant Register 03/02/16	(48,722.32)
Warrant Register 03/16/16	(52,564.07)
Legal Bills Pulled from W/R	14,910.00
Pay Roll 03/04/16	(22,948.96)
Pay Roll 03/18/16	(23,644.98)
Calpers	(15,748.87)
Rabobank March Activity	(1,051.32)
Total March Activity	192,325.34

Cash Balance at 03/31/16 5,571,054.03

CASH BALANCE

Cash by Institution

@ 03/31/16

Cash with County Treasury	3,077,045.22
Cash with LAIF	2,416,712.25
Cash with Rabobank	77,296.56
	\$ 5,571,054.03



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

Date: April 15, 2016

To: SSLOCSD Board of Directors

From: John Clemons, District Superintendent

Subject: **Superintendent's Report**

Operations

Chart 1 – Plant Data

April 2016*	INF Flow MGD	Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	INF TSS mg/L	EFF TSS mg/L	Fecal Coli	Cl2 lbs/day	BOD REM Eff. %
Average	2.07	3.27	425	25	410	28	2	210	94
High	2.25	3.7	425	35	422	34	2	250	
Limit	5.0			40/60/90		40/60/90	2000		80
CY 2015 Monthly									
Average	2.17	3.42	415	29	438	36	67	194	93
High	2.42	4.8	495	43	494	47	255	402	

- * = Plant data through April 15th.

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

Maintenance

- Installed PLC enclosure at headworks for SCADA system.
- Repaired trough rinse-water assembly at Sec. Clarifier.
- Repaired float at primary digester water seal.
- Service brine flow meter.

- Fabricated pipe support for FFR emergency piping project.
- Removed motor and gear drive on centrifuge auger for repair.
- Work Orders.

In-Progress

- Garing, Taylor, and Associates is working with staff to review and ensure the integrity of the District's **A.G. Sewer Bridge**. Preparing CEQA Documents.
- Staff is working with MKN and Associates Engineers on the installation of a **grit removal system**. Recommending Contractor Award.
- Staff is preparing an RFP for installation of a **mechanical bar screen** in the headworks.
- **Secondary Process Redundancy Project** – Submitting SRF application. Reviewing CDP application.
- **Satellite Water Resource Recovery Facilities** Planning Feasibility Study. Project has been re-scoped.
- Staff is conferring with PG&E representatives regarding possible **energy conservation projects**. Scheduled to meet with PG&E reps on Friday.
- Staff is preparing a **short-term emergency back-up plan** in case of a FFR/sec. clarifier failure.
- Staff is working to restore **GIS manhole mapping system**.

Best regards,

John Clemons
Superintendent

Attachment A: Timeline for Cherry Ave Bridge Project

Attachment A to Suppers Report

Regarding the Cherry Ave. Pipe Bridge Maintenance Project

Status as of 4/14/2016:

Bio Assessment - completed recently.

Structural Assessment - completed recently. (The bridge can take the expected loads from the scaffolding, workers, and equipment.)

Lead and Asbestos Sampling - completed today (zero lead found)

Lead and Asbestos Report – next week (asbestos results from lab)

Projected Timeline:

Mitigated Negative Declaration

Consultant hired 4/20

Document completed and advertised 5/15

MND Adopted 6/15

Streambed Alteration Agreement with Calif. Dept. of Fish and Wildlife

Complete Submittal 6/16

Draft Agreement 9/15

Bid Package

Advertise Project 7/13

Open Bids 8/09

Award Contract 8/22

Implement Project

Submittals in 9/14

Initiate Work 9/15

Complete Work 10/15



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Staff Report

To: Board of Directors

From: John Clemons III, Interim District Administrator

Date: April 20, 2016

Subject: RATIFY THE APPOINTMENT OF GERHARDT HUBNER AS DISTRICT ADMINISTRATOR FOR THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AND AUTHORITZE THE BOARD CHAIRMAN TO EXECUTE THE EMPLOYMENT CONTRACT

RECOMMENDATION:

That the Board adopts by resolution: the appointment of Gerhardt Hubner as District Administrator, and authorizes the Board Chairman to execute the employment contract.

BACKGROUND:

The District has employed three administrators over the last 30 years. An engineering consultant served as the top administrator at the District for 27 years as a contract employee. The engineering consultant resigned in February 2013; and the District contracted with a retired annuitant on a part-time basis, to fill the vacancy. In late 2013, the retired annuitant resigned. The District contracted with a second retired annuitant on a part-time basis in December 2013, and slightly increased the number of hours budgeted from six to ten hours per week in December 2014.

During the 2015 calendar year, the Board recognized that the weekly budgeted hours were too few given the increasing workload, and complex long-term capital projects on the horizon, some of which are regional. Although there were brief informal discussions regarding increasing the hours for the District Manager, it was not formally addressed by the Board. On August 5, 2015, the part-time District Manager resigned, effective September 11, 2015.

With regard to hire of retired annuitants, as of January 2013, pension reform law states that retired annuitants under the California Public Employees Retirement System (CalPERS) can no longer be employed part-time as a permanent solution to business needs, nor be allowed to work

indefinitely performing the same functions with any CalPERS agency. The District is a member of CalPERS for retirement benefits. The appointment of a retired annuitant can only be for a "limited duration" and there is a restriction of no more than 960 hours worked per fiscal year.

After discussion and public input at the September 2, 2015 Board meeting, the Board directed staff to pursue hiring a full-time District Manager using the contract services of an executive search firm to coordinate the recruitment, and to work with an HR Consultant to facilitate that process, including the development of a job description.

At the September 16, 2015 Board meeting, the Board considered Employment Standards for a full-time District Manager, then specifically adopted Attachment "A" Job Description, and Attachment "C" amendment to the District Personnel Policy Manual – Chapter Seven.

However, an inconsistency was noted with regard to references to the classification title. The title of District Manager was used on the staff report, resolution and job description versus the title of District Administrator being used in the District Personnel Policy Manual – Chapter Seven.

Through research, it was determined that the Board had not taken any formal action to change the classification title from District Administrator to District Manager, even though District Manager classification title had been used since December 2013. Further, it was determined the reference to the position in the Board of Director's Bylaws is District Administrator, who serves as the Secretary to the Board. On September 25, 2015, the Board adopted the corrected job description title for the classification of District Administrator.

At the September 16, 2015 District Board meeting, the Board approved the issuance of a Request for Proposals (RFP) for an executive search firm to provide consultant services to coordinate the recruitment and selection process. RFP's were sent to 16 firms for response.

On November 4, 2015 the Board approved a contract with Cooperative Personnel Services-HR (CPS-HR) for the recruitment and selection of a full-time District Administrator.

DISCUSSION:

Due to recruiting over the holidays, applicants had until early January 2016 to submit their interest for consideration in the first round of interviews. Staff at CPS-HR conducted in-depth reviews of all documents submitted by applicants, and in addition, held preliminary telephone interviews with qualified candidates.

A limited number of highly qualified candidates' credentials were submitted to the Board in closed session on February 3, 2016. The Board directed the CPS-HR Project Manager to retain the services of subject matter experts to serve on an oral board panel. Interviews with the top candidates in held in late February with the oral board panel and the CPS-HR Project Manager. Of those interviewed, the subject matter experts panel recommended two candidates to be interviewed by the Board.

The Board held oral interviews in closed session on March 2, 2015. The Board selected Gerhardt Hubner as the top candidate. The Board authorized the Board Chairman enter into contract negotiations with Mr. Hubner, which were successful. Mr. Hubner brings an extensive level of professional experience through a successful 25-year career in public sector administration.

Mr. Hubner received a Bachelor of Science degree in Geological Sciences/Engineering Geology from San Diego State University, and completed postgraduate coursework in environmental law, water resources law, and planning law from Cal Poly San Luis Obispo; in addition he holds a management certificate from Cal State University Sacramento; and is licensed by the State of California as a Professional Geologist.

Since November 2005, Mr. Hubner has served at the Deputy Director of Public Works – Water Resources for the Watershed Protection District County of Ventura where he supervises twenty management, engineering, professional, technical, and clerical staff, with an annual budget of \$5 million.

Mr. Hubner has worked for both large and small public sector agencies having served as an administrator and a regulator. Mr. Hubner has state, regional and local administrative level experience, and has worked closely with Boards of Directors, as well as having negotiated regional agreements. One such agreement that resulted in a countywide permit issued by the State of California was when Mr. Hubner served as chair on the Ventura Countywide Stormwater Program encompassing ten cities, the county and the district he served. Through Mr. Hubner's ten years with the State of California Central Coast Regional Water Quality Control Board, he managed and led a group of engineers and scientists with regulatory oversight of over 50 wastewater treatment facilities in San Luis Obispo and Santa Barbara Counties, including the South San Luis Obispo County Sanitation District. Mr. Hubner's professional experience includes public sector customer service, policy development, budgeting and long range financial planning, employee relations, personnel management and community engagement. In addition his ten years of experience in San Luis Obispo County gives him a local perspective, as he performed inspections at area plants including at the District plant. His background and depth of experience make Mr. Hubner a highly qualified candidate as the District Administrator for the South San Luis Obispo County Sanitation District.

Terms of the Contract

In the public sector executive administrators generally work directly for elected officials and serve at-will through an employment contract, which defines the terms and conditions of employment. This is different from non-exempt staff which are appointed by an administrator, and serve a probationary period that once completed provides property rights for continued job security; once the probationary period has passed, non-exempt staff can only be terminated for cause. The at-will status of the exempt administrator means that cause is not necessary for a Board to take action to terminate employment, which happens for example when there is a significant difference in management philosophy, evidenced by the "any reason, or for no reason" clause referencing a severance package. A nine-month severance package is fairly common in the public sector; Mr. Hubner's contract has a six-month severance package.

As is common in the public sector, the initial contract is for a period of three years, and provides a level of stability as long as performance expectations goals are met. An extension of the agreement requires formal action of the Board at a public meeting. The contract also clearly defines the scope of responsibilities, expectations, and benefits not only for the incumbent, but also for the public whom the administrator serves.

The salary is \$12,500 per month. In comparison, the average salary for top administrators of local similar agencies is \$15,390; and of those agencies four provide additional salary averaging \$1,350 per month. The majority of the benefits, such as health insurance, sick leave, and holidays, etc., are at a level equal to the Plant Superintendent. The retirement benefit is dictated by the Public Employee Pension Reform Act, and through CalPERS as a new employee Mr. Hubner will pay the full employee contribution rate. With regard to vacation, it is typical for the top administrative executives to receive a small bank of time to start, and to begin at an accrual rate higher than an incoming entry-level employee. The administrative leave is less than the industry average, which is typically 80 hours per year. Mr. Hubner's contract provides that he will begin with a bank of 40 hours of vacation leave and 40 hours of administrative leave. Auto allowance in the local area averages in the range of \$400-\$500 per month, and Mr. Hubner's contract calls for \$350 per month.

At the April 6, 2016 meeting, the Board reviewed and approved the appointment and contract provisions through a minute order during open session. The item before the Board this evening is formal ratification of the appointment of and employment contract for Mr. Hubner.

Options

1. Adopt the resolution ratifying the employment contract for Gerhardt Hubner as District Administrator.
2. Do not adopt the resolution ratifying the employment contract for Gerhardt Hubner.
3. Provide further direction to staff.

Fiscal Consideration

The annual cost of the compensation package is estimated to be \$207,120. The estimated cost for April through June (the remaining portion of fiscal year 2015-2016) is \$43,810. The funds are available within the District's allocated 2015-16 fiscal year budget through Professional Services/District Administration account number 19-7076, which has a current available balance of \$61,000.

John Clemons III
Interim District Administrator

Resolution 2016-343
Attachment A: Employment Contract for Gerhardt J. Hubner

RESOLUTION NO. 2016-343
A RESOLUTION OF THE SOUTH SAN LUIS OBISPO
COUNTY SANITATION DISTRICT BOARD OF DIRECTORS
RATIFYING THE APPOINTMENT OF AND AN EMPLOYMENT CONTRACT FOR
GERHARDT HUBNER AS DISTRICT ADMINISTRATOR FOR THE SOUTH SAN
LUIS OBISPO COUNTY SANITATION DISTRICT

WHEREAS, the former part-time District Manager resigned employment effective September 11, 2015; and

WHEREAS, on September 16, 2015, the South San Luis Obispo County Sanitation District (District) Board of Directors approved replacement of the part-time District Manager position with a full-time District Administrator; and

WHEREAS, the Board desired to recruit for a new District Administrator; and

WHEREAS, the Interim District Administrator was appointed to serve while the Board conducted a recruitment for District Administrator; and

WHEREAS, on March 3, 2016, the Board met in closed session and authorized the Board Chairman to negotiate an employment agreement with Gerhardt Hubner for the District Administrator position; and

WHEREAS, the negotiations resulted in an agreement as to the terms and conditions of employment; and

WHEREAS, on April 6, 2016, the Board reviewed the appointment of and employment agreement for Mr. Hubner in open session, and approved same through a minute order and directed the employment agreement be brought back for formal ratification; and

NOW, THEREFORE, BE IT RESOLVED that the South San Luis Obispo County Sanitation Board of Directors:

1. Adopts a base salary of \$12,500 per month for the classification of District Administrator; and
2. Ratifies the employment agreement for Gerhardt Hubner as District Administrator, attached hereto and incorporated as "Attachment A;" and
3. Authorizes and directs the Chairman of the Board to execute the employment agreement with Gerhardt Hubner.

PASSED AND ADOPTED at a regular meeting of the South San Luis County Sanitation District Board of Directors held this 20th day of April 2016.

On the motion of _____seconded by_____, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

CONFLICTS:

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the South San Luis Obispo County Sanitation District held on April 20, 2016.

John Clemons III
Interim District Administrator

John Shoals
Chairman Board of Directors,
South San Luis Obispo County Sanitation District

Gilbert A. Trujillo
District Co-Legal Counsel

**EMPLOYMENT AGREEMENT
BETWEEN THE
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AND GERHARDT HUBNER
FOR
DISTRICT ADMINISTRATOR SERVICES**

This Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of March, 2016, by and between the South San Luis Obispo County Sanitation District, acting through the District Board of Directors, (hereinafter referred to as "District") and Gerhardt Hubner, (hereinafter referred to as the "Employee"), with reference to the following:

WHEREAS, the District has conducted an extensive search for a District Administrator and desires to appoint the best qualified candidate to the position; and

WHEREAS, the District is committed to developing and promoting an effective and professional Management Team, including the District Administrator; and

WHEREAS, the District Administrator shall be an "at-will" employee and shall serve at the pleasure of the District; and

WHEREAS, the District appointed Gerhardt Hubner as the District Administrator on March 16, 2016; and

WHEREAS, it is the desire of the District to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, it is the desire of the District to: provide inducement for Employee to remain in such employment; make possible full work productivity by assuring Employee's morale, health, and peace of mind with respect to the future security of his and his family; assist in the maintenance of the health and well-being of Employee; provide a just means for terminating the service of Employee at such time as he may be unable to discharge fully his duties or when the District desires to otherwise terminate his employment; act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee and against morally questionable personal financial dealings; and establish a clear and mutually understood system of compensating Employee.

NOW, THEREFORE, in consideration of the promises, terms, and conditions in this Agreement, the District and Employee agree as follows:

1. **TERM OF EMPLOYMENT.**

- A. Employee's status shall be "at-will" and shall serve at the pleasure of the District. Nothing in this Agreement or any other existing or future District document, not specifically amending this Agreement, shall prevent, limit or otherwise interfere with the right of the District to terminate the employment of said Employee at any time and for any reason, or for no reason, subject to the provisions specified in Section 3 of this Agreement.
- B. Subject to the conditions set forth in this Agreement, the Employee shall be employed in the position of District Administrator for a thirty-six (36) month period continuing from April 18, 2016 through April 30, 2019.

- C. The term of employment may be extended at any time prior to the expiration of this Agreement by the mutual consent of District and the Employee. Such consent must be evidenced by a written Amendment to this Agreement approved by the Board and signed by the District and the Employee.

2. COMMITMENTS OF THE PARTIES.

A. Employee Commitments.

i. Duties, Responsibilities and Authority.

1. District retains Employee to perform the duties of the District Administrator and any other duties as may be required by the Board of Directors which are not inconsistent with the provisions of this Agreement or the law.
2. The Employee shall have those powers and perform all of the duties of the District Administrator as set forth in the laws of the State of California, District Ordinances, and District policies and procedures approved by the District from time to time.
3. The Employee shall be subject to all District rules, regulations and policies applicable to employees and management and to any subsequently adopted laws, regulations and policies, which do not conflict with this Agreement or the law.
4. The Employee shall, subject to the direction and control of the District Board of Directors, exercise administrative supervision over the District and its employees so that the statutory and other legal duties of the District are fully satisfied.
5. The Employee shall serve the District diligently and to the best of his abilities in all respects and shall always act in District's best interest in fulfilling its legal responsibilities as a county sanitation district organized under California Health and Safety Code Section 4700 et seq..
6. The Employee agrees to make sufficient time available to each member of the District Board of Directors each week to provide an opportunity to be briefed on District issues.
7. The Employee agrees to remain in the exclusive employment of District during the term of this Agreement and shall not accept other employment or perform other services for compensation without having first obtained written permission from the Board, which the Board may withhold at its sole discretion.

ii. Hours of Work.

1. The Employee is an FLSA exempt, at-will employee but is expected to engage in the hours of work that are necessary to fulfill the obligations of the District Administrator's position. The Employee is a full-time employee expected to work the normal business hours of the District and

is expected to be available at all times unless he is on official leave and has designated a full-time management employee in an acting capacity as District Administrator.

2. It is recognized the Employee must devote a great deal of time to the business of the District outside of the District's customary office hours, and to that end the Employee's schedule of work each day and week shall vary in accordance with the work required to be performed. The Employee shall spend sufficient hours onsite to perform the District Administrator's duties; however, the Employee has discretion over the Employee's work schedule and work location.

B. District Commitments.

i. Salary.

1. The District agrees to pay Employee \$12,500.00 monthly. Employee shall be paid in accordance with the District's customary payroll practices.
2. Thereafter, and subject to an annual evaluation of performance no later than thirty days after the anniversary date hereof, the District may increase Employee's compensation upon completion of the goals provided to the Employee by the Board upon hiring and at each successive annual evaluation. Any future decrease in the salary of the Employee will be made by the Board of Directors only in the event that a decrease is made in the salaries of all District employees. In such event the percentage decrease in the salary of Employee shall be no more than the average percentage decrease of all other District employees.

ii. Benefits.

In addition to the Employee's salary, the Employee shall receive the following benefits:

1. Group Insurance. District agrees to provide the same type and level of insurance benefits as provided to the Plant Superintendent, such as medical, dental, disability and life insurance.
2. Retirement. District agrees to provide the same type and level of retirement benefits as provided to the Plant Superintendent. Employee shall pay the full employee contribution rate, which is currently 8%.
3. Automobile. Unless District provides a District vehicle for Employee's business use, District agrees to pay Employee an automobile allowance in the amount of \$350 per month for the use of his personal vehicle while on District business. The Employee agrees to pay all costs of ownership, insurance, maintenance and all other costs related to this vehicle. The Employee shall not be entitled to mileage reimbursement for travel within District boundaries. Employee shall maintain at his own expense an automobile general liability and property damage insurance policy with

limits of at least \$300,000 for personal injury and \$100,000 for property damage and an umbrella policy of no less than \$1,000,000 at all times.

4. Business Expenses. District agrees to reimburse the Employee for District-related business expenses and travel expenses, subject to State law and such rules, regulations and policies as the District has or may establish and amend from time to time.
5. Association Dues. District agrees to pay on behalf of the Employee any annual professional association dues as required for membership in professional organizations common to the field of wastewater special district management and public administration, and/or if the Employee's membership in the Association is reasonably considered to be beneficial to the District.
6. The District agrees to pay the travel and subsistence expenses of the Employee to pursue official functions for the District, and meetings and occasions to continue the professional development of the Employee, including, but not limited to, national, state, regional and local training conferences; short courses, institutes and seminars; and, governmental groups and committees upon which the Employee serves as a member subject to annual review and approval by the District Board of Directors.
7. Holidays, Vacation and Sick Leave. District agrees that policies, rules and regulations of District for the Plant Superintendent relating to holidays, vacation and sick leave and other leaves of absence as they now exist, or as may be amended, shall apply to the Employee with the following exception.
 - a. At the start of the term of this Agreement, District agrees to provide a vacation bank of 40 hours and the Employee's vacation leave accrual will begin at 15 days annually.
8. Management Leave. The District recognizes that extraordinary efforts may be required of the Employee to fulfill the responsibilities of the District Administrator position, and that the District Administrator position is designated as being exempt from the overtime provisions of the Fair Labor Standards Act. The District agrees to provide five (5) days of Administrative Leave at the start of the term of this Agreement and then on January 1 for each remaining year of the Agreement. An additional five (5) days may, upon written request of Employee, be granted annually at the discretion of the Board of Directors.

C. District Board of Directors Commitments.

- i. The District Board of Directors sets policy for the governance and administration of the District, and it implements its policies through the District Administrator.
- ii. The District Board of Directors recognizes that to meet the challenges facing the District they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the District Board of Directors commits to spending time each year outside of regular Board Meetings to work with the District

Administrator and staff on creating and revisiting the District's Strategic Plan, for setting goals and priorities for the District, and to work on issues that may be inhibiting the maximal achievement of District goals.

D. Mutual Commitments.

i. Strategic Workshops.

1. As soon as practicable after the Employee's start date, the District Board of Directors and the Employee will meet to review the District's existing Strategic Plan and/or set out goals and priorities for the Employee to implement prior to the Employee's annual performance evaluation or such other dates as determined in the course of the meeting.
2. Thereafter the review and update of the District Board of Directors' Strategic Plan will occur following each election of the Board between January 1st and March 31st. For purposes of clarity, the District Board of Directors and the Employee shall further establish a relative priority among those strategic goals and objectives within the Strategic Plan.

ii. Annual Performance Evaluation.

1. The District Board of Directors shall conduct an evaluation of the Employee's performance at least once each year. The District and Employee agree that performance evaluations, for the purpose of mid-course corrections, may occur at any time. The parties agree that the initial evaluation shall occur within 180 days of the Employee's start date and then no later than 30 days following the first anniversary of the start of the term of this Agreement and each year thereafter.
2. The annual review and evaluation shall be in accordance with specific criteria developed jointly by the District Board of Directors and the Employee during the initial strategic planning and goal setting workshop described in Section 2.D.i.1 above.
3. In addition to the annual strategic plan workshops the District Board of Directors and the Employee may further define such goals and performance objectives during the annual evaluation as they mutually determine are necessary for the proper operation of the District for the attainment of the District Board of Directors' policy objectives. The District and the Employee shall further establish a relative priority among those goals and performance objectives. The parties may use an outside facilitator paid for by the District to assist with conducting the Employee's annual performance evaluation.

3. TERMINATION AND SEVERANCE.

The following provisions shall apply to the District's termination of Employee:

- A. The District shall have the right to terminate this Agreement at any time with or without cause. Termination shall require a vote of the District Board of Directors as set forth in

the Public Resources Code of the State of California, and a thirty (30) day written notice to the Employee.

- B. Except as provided in Section 3C below, in the event that the District terminates this Agreement as provided in Section 3A above, the District shall pay the Employee six (6) months current salary in six (6) consecutive monthly installments, consistent with normal District payroll practices, with all appropriate payroll deductions taken. Accrued vacation, holidays and other accrued time shall be paid on the termination date. Employee shall be entitled to continued health insurance benefits in accordance with applicable law, at Employee's expense, and shall also be entitled to any retiree medical benefits as they apply to other full-time management positions. Payment in accordance with this Section 3B will release the District from any further obligation under this Agreement. Should the Employee subsequently be convicted of any crime, such as fraud, he will forfeit any funds paid pursuant to this provision and reimburse the District all such funds received.
- C. In the event that the Employee: (1) materially breaches this Agreement and fails or is unavailable to cure the breach within 15 days' notice given by District; (2) is convicted of a felony, or misdemeanor involving moral turpitude; (3) fails to perform his duties to the extent that it is established that such failure of his performance amounts to malfeasance or material dereliction of duty; or (4) fails or refuses to follow a direct, lawful order by the District, then District may immediately terminate this Agreement without obligation to pay any severance payments to Employee pursuant to Section 3B.
- D. The Employee shall not be removed during the ninety (90) day period preceding or following any District election for membership on the District Board of Directors, or during the 90-day period following any change in membership of the District Board of Directors.
- E. Given the at-will nature of the position of District Administrator, an important element of the Employment Agreement pertains to termination. It is in both the District's interest and that of the Employee that any separation of the District Administrator is done in a businesslike manner.

4. RESIGNATION.

The following provisions shall apply to the Employee's termination of this Agreement:

- A. In the event that the Employee voluntarily resigns from the position of District Administrator, Employee agrees to provide District with a minimum of thirty (30) days' written notice, unless the parties agree otherwise. The Employee shall not be entitled to any salary or benefits after the actual dates of resignation, except as provided in Section 4B.
- B. The Employee shall be entitled to continued health benefits in accordance with applicable law, at Employee's expense, and is also entitled to any retiree medical benefits as they apply to other full-time management positions.

- C. During the period from the stated intent to resign and actually leaving, the Employee shall continue to faithfully and competently perform the duties of District Administrator as set forth in this Agreement.

5. GENERAL PROVISIONS.

- A. Amendments. This Agreement may be amended at any time by mutual written agreement of the District Board of Directors and the Employee.

- B. Conflict of Interest.

- i. The District Administrator shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active District employment, providing such acts do not constitute a conflict of interest as defined herein and are approved by the Board as set forth in Section 2(A)(i)(7) above.
 - ii. The District Administrator shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Employee's District employment.

- C. Indemnification. The District shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as District Administrator. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

- D. Severability. If any clause, sentence, part, section or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion found shall be rendered as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

6. NOTICES.

Any written notices required by the Agreement shall be either given in person or by first class mail with the postage prepaid and address as follows:

To District: Chair, Board of Directors
South San Luis Obispo County Sanitation District
1600 Aloha Place
Oceano, CA 93445

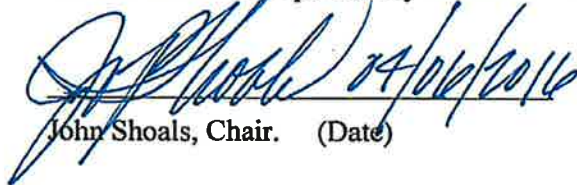
To Employee:

ENTIRE AGREEMENT.

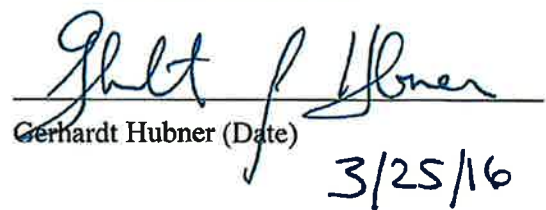
This Agreement supersedes any and all other agreements and/or understandings, whether oral or in writing, concerning District Administrator's employment hereunder.

In Witness Whereof, District and the Employee have executed this Agreement as of the date first written above.


South San Luis Obispo County Sanitation District


John Shoals, Chair. (Date)

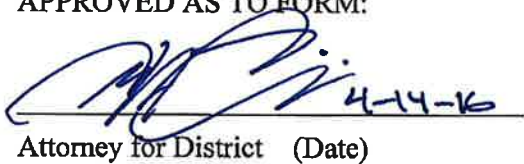
District Administrator


Gerhardt Hubner (Date)
3/25/16

ATTEST:


Clerk of the Board (Date)

APPROVED AS TO FORM:


Attorney for District (Date)



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

www.sslocsd.org

To: Board of Directors
From: John Clemons, Interim District Administrator
Date: April 20, 2016

Subject: GRIT REMOVAL CONTRACT

RECOMMENDATION

Staff recommends that the Board of Directors award the contract for installation of a Grit Removal System to Spiess Construction Company, and that the Board adopt a resolution directing the District Administrator to enter into an agreement with Spiess Construction Company, Inc. for the construction of a Grit Removal System at the Oceano Wastewater Treatment Plant.

BACKGROUND

On February 25, 2016 the Sanitation District began advertising for bids. The RFP was posted at the District website, in a local newspaper, on the Central Coast Builders' Exchange, on the San Luis Obispo County Builders' Exchange, on the Santa Maria Valley Contractors Association website, and on the ASAP Reprographics website. A pre-bid conference was held at the Plant on Wednesday March 9, 2016 at 2:00pm. Ten potential bidders were present at the pre-bid conference. The Bid opening was held at the Plant on Wednesday March 23, 2016 at 2:00pm. Nine bids were received by the 2pm deadline. The bids ranged from \$492,100 to \$719,553. The result of the bid opening are attached to this report. The engineer's estimate for this project was \$510,000-\$540,000. The District has budgeted \$560,000 for this project.

DISCUSSION

Spiess Construction Company posted the lowest qualified bid (\$492,100.00). The bid was reviewed by Jon Hanlon of Michael K. Nunley and Associates (MKN) and by the Plant Superintendent. After review, MKN has recommended that the District award the project to Spiess Construction Company. District staff also recommends that Spiess Construction be awarded the project.

FISCAL CONSIDERATIONS

The bid by Spiess Construction Co. (\$492,100) is well within the amount which has been budgeted for this project (560,000)

OPTIONS

1. Award the project to Spiess Construction Company.
2. Amend the recommended contract.
3. Reject recommendation and give Staff further direction.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Resolution 2016-344
Attachment A: Agreement for Grit Removal Project

Attachment B: Proposal from Speiss

RESOLUTION NO. 2016-344**A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS
OBISPO COUNTY SANITATION DISTRICT AUTHORIZING AND
DIRECTING THE INTERIM DISTRICT ADMINISTRATOR TO
ENTER INTO AN AGREEMENT WITH SPEISS CONSTRUCTION
COMPANY, INC. FOR THE CONSTRUCTION OF A GRIT
REMOVAL SYSTEM AT THE OCEANO WASTEWATER
TREATMENT PLANT**

WHEREAS, South San Luis Obispo County Sanitation District requires a contractor to construct a grit removal system project at the Oceano Wastewater Treatment Plant and does not have employee staff available to construct this project; and

WHEREAS, in compliance with the California Public Contract Code, South San Luis Obispo County Sanitation District issued a Notice Inviting Bids and accompanying bid documents package to general contractors qualified to perform the needed work; and

WHEREAS, in response to a written question received from a potential proposer, the District issued a written addendum on March 22, 2016 to all persons, firms and corporations known to have received bidding documents for the project, to clarify parties not disqualified from submitting a bid as Prime Contractor; and

WHEREAS, sealed bids for the project were opened on March 23, 2016, revealing Speiss Construction Company, Inc., as the proposer that submitted the apparent lowest responsive, responsible bid for the project; and

WHEREAS, Speiss Construction Company, Inc., is willing to sign an agreement to construct the project with the District, in a form acceptable to District Counsel;

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

1. An Agreement – SSLOCSD Grit Removal Project with Speiss Construction Company, Inc. is hereby approved in substantially the form attached hereto as Exhibit “1;” and
2. The Interim District Administrator, or his/her designee, is hereby authorized and directed to execute the Agreement on behalf of the District, to take all steps necessary to implement the project, and, if appropriate, to enter into amendments to the Agreement necessary to implement the project.

PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District held April 6, 2016.

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR

AGREEMENT

SSLOCSD GRIT REMOVAL PROJECT

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April, 2016, by and between

Speiss Construction Company Co., Inc., a California Corporation,

hereinafter referred to as "Contractor," and the South San Luis Obispo County Sanitation District in the County of San Luis Obispo, California, hereinafter referred to as "District" "Owner" or "SSLOCSD."

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, Owner and Contractor agrees as follows:

1. That Contractor shall complete the work generally described as follows: SSLOCSD GRIT REMOVAL PROJECT in accordance with the Contract Documents therefore, as prepared by District.
2. That Owner will pay Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid on the proposal form accepted by Owner, and set forth in this agreement.

Total Bid of Four Hundred Ninety-two Thousand One Hundred Dollars
and zero Cents.

Contract Price in Figures \$492,100.00

3. Contractor agrees to complete said work within the contract time of one hundred sixty (160) WORKING DAYS, from the day following the issuance of the Notice to Proceed, and approved extensions thereof, to the satisfaction of Owner before final payment is made.
4. Time is of the essence on this contract.
5. It is mutually understood and agreed that time is of the essence of this agreement and that it is difficult to ascertain the amount of damages required to properly compensate Owner for failure by Contractor to comply with all the contract requirements within the time fixed in the agreement.

In accordance with California Government Code, Section 53069.85, the amount of liquidated damages to be paid to Owner for each day completion is delayed beyond the time for completion, shall be FIVE HUNDRED (\$500) dollars. Contractor hereby acknowledges that it has reviewed said provisions relating to liquidated damages and the amount thereof,

and accepts the same as being reasonable under the circumstances and as a material part of the consideration for this contract. Contractor also acknowledges that progress payments made after the scheduled completion date do not constitute a waiver of liquidated damages.

Provisions in this contract relating to damages shall be read consistently with Public Contract Code §7102, pertaining to damages in construction contracts of public agencies.

Pursuant to Public Contract Code §7105, unless this contract is financed by revenue bonds, nothing in this contract shall be read to require Contractor to assume responsibility in excess of five percent of the contract amount for repairing or restoring damages caused by an act of God. If required by the invitation for bids, Contractor shall procure insurance to cover such losses. This contract may be terminated in the event of such damages as provided by Part 6 of Document 00700.

6. That, in accordance with Section 1774 of the California Labor Code, Contractor will pay, and will require subcontractors to pay, employees on the project a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents. The general rate of per diem wages (prevailing wage) for each craft, classification or type of worker needed to execute the contract is on file at the office of the SSLOCSD General Manager.
7. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to Owner, as a penalty, not more than two hundred dollars (\$200) for each day, or portion thereof, for each worker paid, either by Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
8. That, in accordance with Section 1777.5 of the Labor Code, this agreement fixes the responsibility of compliance with said Section 1777.5 for all apprenticeable occupations with the prime Contractor.
9. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that Contractor shall not require more than eight (8) hours of labor in a day nor more than forty (40) hours of labor in a week from any person employed by Contractor or any subcontractor; that Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that Contractor shall forfeit to Owner, as a penalty, the sum of twenty-five dollars (\$25) for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
10. That Contractor shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by the California Labor Code. Further, the Contractor shall secure the payment of workers' compensation to its employees as provided in California Labor Code §§1860 and 3700.

11. That Contractor shall have furnished, prior to execution of the contract, three bonds approved by Owner: (1) the faithful performance bond in the amount of one-hundred percent (100%) of the contract price, to guarantee the faithful performance of the work; (2) the labor and material bond in the amount of one-hundred percent (100%) of the contract price, to guarantee payment of all claims for labor and materials furnished; and (3) the guarantee and defective material bond in the amount of ten percent (10%) of the contract price, to guarantee the one year maintenance of public improvements. This contract shall not become effective until such bonds are supplied to and approved by Owner.
12. That Contractor, prior to execution of the contract shall comply with the following Department of Industrial Relations requirements.
 - Pursuant to Public Contract Code §6109, no contractor shall perform work on a public works project with a subcontractor who is ineligible to work on a public works project under §§ 1777.1 or 1777.7 of the California Labor Code.
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - In the manner required by Labor Code §1776 and accompanying rules, Contractor shall keep accurate payroll records of wages paid, keep specified records available for inspection, use forms or provide information as required by the Division of Labor Standards Enforcement, file records, redact records, inform the District of the location of the records, and comply with records requests.
13. That this agreement, by reference, includes the contract documents defined in Document 00700, General Conditions. Terms of this agreement relating to modification, amendment or termination appear in Parts 5 and 6 of Document 00700.
14. That Contractor agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.
15. The agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as consent by District to any assignment of this agreement or any interest in this agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, said Contractor and the SSLOCSD, have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

South San Luis Obispo County Sanitation
District
SAN LUIS OBISPO COUNTY, CALIFORNIA

BY: _____
John Clemons, Interim District Administrator

CONTRACTOR

BY: _____ Scott A. Coleman

NAME
PRESIDENT
COMPANY

BY: _____

NAME
SECRETARY & TREASURER
COMPANY

DISTRICT

ATTEST:

APPROVED AS TO FORM:

BY: _____

DISTRICT CLERK

BY: _____

DISTRICT COUNSEL

DATE: _____

DATE: _____

FAITHFUL PERFORMANCE BOND
SSLOCSO GRIT REMOVAL PROJECT

DOCUMENT 00610

FAITHFUL PERFORMANCE BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California, and _____ (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2016, and identified as SSLOCSD GRIT REMOVAL PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the South San Luis Obispo County Sanitation District hereinafter called "District," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2016.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 1999

*** * * END OF DOCUMENT 00610 * * ***

LABOR AND MATERIAL BOND SSLOCSD GRIT REMOVAL PROJECT

DOCUMENT 00620

LABOR AND MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2016, and identified as project as SSLOCSD GRIT REMOVAL PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the South San Luis Obispo County Sanitation District to secure the claims to which reference is made in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the South San Luis Obispo County Sanitation District and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ Dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2016.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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*** * * END OF DOCUMENT 00620 * * ***

**GUARANTEE AND DEFECTIVE
MATERIAL BOND**

SSLOCSD GRIT REMOVAL PROJECT

DOCUMENT 00680

GUARANTEE AND DEFECTIVE MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2016, and identified as project as SSLOCSD GRIT REMOVAL PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the one year maintenance of public improvements of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the South San Luis Obispo County Sanitation District hereinafter called "District," in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2016.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 1999

*** * * END OF DOCUMENT 00680 * * ***

BID FORMS

SSLOCSD GRIT REMOVAL PROJECT

DOCUMENT 00300

BID FORMS

PART 1 INTRODUCTION

1.01 THIS BID IS SUBMITTED

- A. For construction of the work, identified as follows:

SSLOCSD Grit Removal Project.

- B. To the Owner, identified as follows:

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

1.02 CONDITIONS

- A. The undersigned bidder proposes and agrees that if this bid is accepted by Owner, bidder shall enter into an agreement with Owner, in the form included in the bidding documents and designated Document 00500, Agreement; to perform and furnish the work as specified and indicated in the bidding documents for the contract price indicated in this bid, within the contract time indicated in said form of agreement, and in accordance with the other terms and conditions of the bidding documents.
- B. Bidder Accepts Terms and Conditions:
1. Bidder accepts the terms and conditions of Document 00022, Notice Inviting Bids, and Document 00100, Instructions to Bidders, including, without limitations, those dealing with the disposition of the bid security.
 2. This bid will remain subject to acceptance for sixty (60) days after the day of opening bids.
 3. Bidder will sign and return to Owner the form of Document 00500, Agreement, together with required bonds and insurance certificates, within the time stipulated in Document 00100, Instructions to Bidders.

PART 2 PRICES

2.01 PRICES INCLUDE

- A. Applicable sales taxes; state, federal, and special taxes; patent rights and royalties; and other applicable taxes and fees are included in the prices of this bid.

B. All prices have been filled in.
2.02 PROPOSAL FORM

- A. For construction of the BID for SSLOCSD Grit Removal Project.
- B. The undersigned declares that he/she has examined carefully the locations of the proposed work, the contract documents, including the specifications, contract and bond forms for the carrying out of the public project hereinafter described and he/she proposes and agrees that if this proposal is accepted he/she will contract on the form specified in said contract documents, with the District, to provide all necessary equipment, tools, labor and other means necessary to do all work specified in the contract, in the manner and time prescribed therein for the following items as payment in full:

PART 3 BID PROPOSAL FORM

SSLOCSD Grit Removal Project

DESCRIPTION AND UNIT PRICE ON

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICING	TOTAL PRICING
	BASE BID ITEMS	1	LS		
1	Mobilization	1	LS	17,500	17,500
2	Furnish and Install Equipment Foundations	1	LS	55,100	55,100
3	Furnish Grit Separator and Classifier Equipment	1	LS	302,000	302,000
4	Installation of Grit Separator and Classifier	1	LS	17,900	17,900
5	Furnish and Install Site Piping and Appurtenances	1	LS	73,600	73,600
6	Furnish and Install Site Concrete Flatwork	1	LS	20,100	20,100
7	Furnish and Install Electrical and Instrumentation	1	LS	5,900	5,900
	BASIS FOR SELECTION TOTAL BASE BID			\$ 492,100.00	

In the event of a discrepancy, unit pricing shall prevail.

It is understood that, except for lump sum items, the foregoing quantities set forth in the bid schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed on the basis of the final quantities in completed work, measured as specified, whether they be more or less than those shown.

PART 4 LIST OF SUBCONTRACTORS

4.01 CONDITIONS

- A. The undersigned bidder lists, under the following Article 4.02, the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1

percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- B. The undersigned bidder understands that circumvention by bidder of the requirement to list subcontractors by the device of listing one subcontractor who will in turn sublet portions constituting the majority of the work is a violation of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1, Chapter 4, of the California Public Contract Code) and shall subject bidder to the penalties set forth in said Act (Sections 4110 and 4111 of said code).

4.02 LIST

<u>Name & Address of Business</u>	<u>Contractor Lic. #</u>	<u>DIR Registration #</u>	<u>Type of Work</u>
<i>St. Denis Electric Arroyo Grande, CA</i>	<i>823856</i>	<i>1000011110</i>	<i>Electrical / Instrumentation</i>
<i>Vista Steel Co. Goleta, CA</i>	<i>257955</i>	<i>1000004712</i>	<i>Rebar</i>
<i>Coast Painting Pismo Beach, CA</i>	<i>790797</i>	<i>1000005644</i>	<i>Coating</i>

PART 5 EXPERIENCE DATA

5.01 INFORMATION

- A. The undersigned bidder submits under the following Article 5.02 a brief description of work previously executed by bidder and the locations of major projects, giving the year in which done, the manner of execution, name and address of Owner, overall cost when constructed, and such other information that show bidder's ability to prosecute vigorously the performance of the work.

5.02 EXPERIENCE DESCRIPTION

(PLEASE SEE ATTACHED EXPERIENCE SUMMARY)



AZ #119975 • CA #333989 • NV #0038929

Spiess Construction Co., Inc.

P.O. Box 2849
Santa Maria, CA 93457-2849
(805) 937-5859
Fax (805) 934-4432

**EXPERIENCE SUMMARY
WASTEWATER & WATER TREATMENT PLANTS**

(CONTACT OFFICE FOR EXPERIENCE PRIOR TO 2008)

1. **Pump Station Improvements** **\$1,324,836**
City of Thousand Oaks – Dave Tarango (805) 642-0121
P. O. Box 3416 Job #2615
Thousand Oaks, CA 93006 March 2008
2. **2006 Northside Water Project** **\$3,112,078**
City of Winnemucca – Stephen West (775) 623-6333
90 West Fourth Street Job #2631
Winnemucca, NV 89445 January 2008
3. **El Estero WTP Primary & Secondary Clarifiers,** **\$2,713,920**
Aeration Basins & Tertiary Filter Rehabilitation
Bid No. 3434

City of Santa Barbara
Public Works Department – Tim Gaasch (805) 897-2502
P.O. Box 1990 Job #2543
Santa Barbara, CA 93102 January 2008
4. **Eastern Recycled Water Pump Station Expansion** **\$1,757,840**
Las Virgenes Municipal Water District – Lindsay Cao (818) 251-2163
4232 Las Virgenes Road Job #2706
Calabasas, CA 91302 August 2008
5. **Contract 33 Filtration Building Reliability Improvements** **\$6,101,127**
PWP #CL-2007-356

City of Las Vegas – John Bettencourt (702) 229-6560
400 Stewart Ave. Job #2617
Las Vegas, NV 89101 January 2009

Experience Summary
Wastewater & Water Treatment Plants
Page 2

- | | | |
|-----|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 6. | Wastewater Treatment Plant Upgrades
Centinella State Prison | \$5,310,617 |
| | State of California Department of Corrections & Rehabilitation
John Spain
1515 S. Street
Sacramento, CA 95811 | (916) 332-1307
Job #2750
May 2009 |
| 7. | Cater WTP - Chain & Flight Replacement Bid No. 4864 | \$818,823 |
| | City of Santa Barbara - James Winslow
P.O. Box 1990
Santa Barbara, CA 93102 | 805-894-1908
Job #2834
June 2009 |
| 8. | Zone 1 Water System Improvements | \$5,360,284 |
| | City Livermore – Robert Gennoy
1052 South Livermore Avenue
Livermore, CA 94550 | (925) 960-4547
Job #2710
November 2010 |
| 9. | Upgrades to Mechanical Bar Screen | \$202,338 |
| | City of Paso Robles – Ditas Esperanza
1000 Spring Street
Paso Robles, CA 93446 | (805)237-3861
Job #21011
November 2010 |
| 10. | Wastewater Treatment Plant Centrifuge | \$1,951,856 |
| | City of Wasco – Bob Wren
801 8 th Street
Wasco, CA 93280 | (661) 758-7270
Job #2923
March 2011 |
| 11. | Water Treatment Plant Clearwell Coatings Improvement | \$658,685 |
| | City of Benicia – Scott Rovanner
250 East L Street
Benicia, CA 94510 | (707) 746-4393
Job #21124
January 2012 |
| 12. | Grease Receiving Station Reliability Improvements | \$1,104,200 |
| | South Bayside System Authority
c/o The Covello Group – William Knudson
1400 Radio Road
Redwood City, CA 94065 | (925) 933-2300
Job #21114
March 2012 |

Experience Summary
Wastewater & Water Treatment Plants
Page 3

- | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 13. | Wastewater Treatment Plant Improvement | \$3,686,220 |
| | City of Guadalupe
c/o Canon Group – Dean Russu
918 Obispo Street
Guadalupe, CA 93434 | (805) 544-7407
Job #21133
May 2012 |
| | | |
| 14. | Tapia Gates & Drive Replacement | \$269,418 |
| | Las Virgenes Municipal Water District – James Spicer
4232 Las Virgenes Road
Calabasas, CA 91302 | (818) 251-2142
Job #21127
August 2012 |
| | | |
| 15. | WTP Modifications CA DOC & Rehabilitation | \$11,585,000 |
| | Blythe, Chuckawalla Valley State Prison

State of California DGS – Charles Stadelman
707 Third Street, #3-305
West Sacramento, CA 95605 | (805) 541-1425
Job #21035
January 2014 |
| | | |
| 16. | Effluent Sampling Facility | \$1,412,344 |
| | City of Oxnard – Thien Ng
305 W. Third Street
Oxnard, CA 93030 | (805) 432-3575
Job # 21317
June 2014 |

PART 6 CONSTRUCTION EQUIPMENT

6.01 DATA ON CONSTRUCTION EQUIPMENT

- A. The undersigned bidder lists under the following Article 6.02 the equipment, which will be used in the performance of the work, including location, ownership, and how the equipment will be obtained, if not already owned or controlled by bidder.

6.02 LIST

Number
and Type

Capacity and
Manufacturer

Age and
Condition

Current Date on
Location Work Site

SPEISS CONSTRUCTION CO., INC. HAS ALL
THE EQUIPMENT NECESSARY TO
COMPLETE THIS PROJECT.

PART 7 BIDDER'S STATEMENTS

7.01 WORKERS COMPENSATION INSURANCE

- A. In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned bidder confirms the following as its certification:

1. "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

7.02 AUTHORITY TO SIGN

- A. The undersigned has the legal authority to bind bidder to a contract for the execution of the work.

7.03 BIDDER IDENTIFICATION

- A. Legal name of Bidder: SPIESS CONSTRUCTION CO., INC.

- B. Type of Firm:

☐ sole proprietor ☐ partnership ☒ corporation

Other N/A

1. If corporation, incorporated in the State of:

CALIFORNIA

- C. California Contractor's License:

<u>Number</u>	<u>Classification</u>	<u>Expiration Date</u>
<u>333989</u>	<u>A, B, C33, C21</u>	<u>5-31-16</u>

- D. Bidder's Business Address: 1110 E. CLARK AVE. #210, SANTA MARIA, CA

- E. Business Telephone: 805-937-5859

- F. Business E-mail: info@scitank.com

7.04 ADDENDA

- A. The undersigned acknowledges receipt of addenda numbers:

1, 2, 3

7.05 PERSONS AND PARTIES INTERESTED IN THIS BID

- A. The names and residences of persons and parties interested in this bid as principals are listed under the following Paragraph "B."

1. The first and last names are given in full.
2. In case of corporation, the names and street addresses of the President, Secretary, Treasurer, and agent for service of process are given.
3. In case of partnerships and joint ventures, the names and street addresses of all partners, general and limited.

- B. List:

<u>SCOTT A. COLEMAN, PRESIDENT</u>	<u>381 ZOGATA WAY, ARROYO GRANDE, CA</u>
<u>BARRY L. MATCHETT, V.P.</u>	<u>1144 SHADY GLEN, SANTA MARIA, CA</u>
<u>FRANK L. FORTHUN, A.V.P.</u>	<u>38900 ORCHARD ST., CHERRY VALLEY, CA</u>
<u>JEFF DAVIDSON, SECRETARY</u>	<u>4393 COUNTRYWOOD, SANTA MARIA, CA</u>

7.06 DECLARATION

- A. I/WE declare under penalty of perjury under the laws of the State of California that the statements in these bid forms are true and correct.

- B. Date 22 MARCH 2016 at SANTA MARIA, California.

- C. By 
(signature)

- D. Name: SCOTT A. COLEMAN, PRESIDENT
(clearly printed)

- E. Position: PRESIDENT
(clearly printed)

- F. Seal

PART 8 NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA)ss.

SCOTT A. COLEMAN

The undersigned declares:

PRESIDENT SPIESS CONSTRUCTION CO., INC.
I am the of , the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

22 MAR. 2016 SANTA MARIA CALIFORNIA



Bidder Signature
SCOTT A. COLEMAN, PRESIDENT

(SEE ATTACHED - NEXT PAGE)

Notary Signature

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

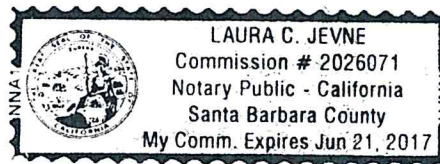
On March 21, 2016 before me, Laura C. Jevne, Notary Public
(insert name and title of the officer)

personally appeared Scott A. Coleman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Laura Jevne* (Seal)



PART 9 BIDDER'S BOND (10 Percent of the Total Bid)

KNOW ALL MEN BY THESE PRESENTS,

That we, Spiess Construction Co., Inc.

as Principal, and Travelers Casualty and Surety Company of America,

as Surety, are held and firmly bound unto the District in the County of San Luis Obispo, California, in the sum of Ten Percent (10%) of the Total Amount Bid Dollars (\$
-10%-) to be paid to the said District in the County of San Luis Obispo, California, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain bid and bid forms for the SSLOCSD GRIT REMOVAL PROJECT of the above bounden Spiess Construction Co., Inc. is accepted by the said South San Luis Obispo County Sanitation District and if the above bounden Spiess Construction Co., Inc. his heirs, executors, administrators, successors, and assigns, shall duly enter into and execute Document 00500, Agreement, for such construction; and shall execute and deliver Document 00610, Performance Bond, and Document 00620, Payment Bond; and shall deliver evidence of insurance, all within 15 days from the date of the award and notice to the above bounden Spiess Construction Co., Inc. by and from the said the South San Luis Obispo County Sanitation District, that said Document 00500, Agreement, is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF,


We hereunto set our hands and seals this 16th day of March, 2016.

Travelers Casualty and Surety Company of America
(Name of Surety)

(Seal)

100 California Street, Suite 300, San Francisco, CA 94111
(Address)


(Attach here Acknowledgement
on Standard Form)

By: 
(Signature of Representative)
Erin Bautista, Attorney-in-Fact
408-684-8379
(Telephone Number)

Spiess Construction Co., Inc.
(Name of Bidder)

(Seal)

P.O. Box 2849, Santa Maria, CA 93457
(Address)

By: 
(Signature of Representative)
SCOTT A. COLEMAN, PRESIDENT
805-937-5859
(Telephone Number)

*** END OF DOCUMENT 00300 ***

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

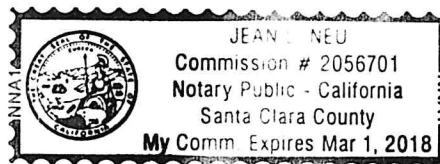
On March 16, 2016 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

personally appeared Erin Bautista,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229560

Certificate No. 006428740

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

H. Michael Vreeburg, Stephen Leveroni, Bryan D. Martin, Jean L. Neu, and Erin Bautista

of the City of San Mateo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 18th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

**ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS
FOR
South San Luis Obispo County Sanitation District (SSLOCSD) Grit Removal Project
March 4, 2016**

BIDS DUE March 23, 2016, at 2 PM local time

The purpose of this addendum is to modify the contract documents. This addendum shall become part of the contract documents. Acknowledge receipt of this addendum by completing the Bid Form and listing this addendum in Section 7.04 of Document 00300, completing the acknowledgement section at the end of this addendum, and attaching the executed acknowledgement to the proposal.

A. The following revisions are made to the Contract Documents:

CHANGES TO SPECIFICATIONS

Call for Bids

Change Construction period from 120 working days, to 140 working days.

Section 00500 Agreement

Paragraph 3- Change Construction period from 120 working days, to 140 working days.

Section 444239 Grit Collecting and Dewatering Equipment

1. Paragraph 1.03.E- Add "the latest UBC standard shall apply for the seismic anchorage calculations."
2. Paragraph 2.01.B.3- Replace the last sentence with the following: "The degrittied effluent from the Grit Separator shall be discharged via an overflow channel with drop pipe as shown on the drawings."
3. Paragraph 2.01.B.7- Replace the word "manufacturer" for the word "supplier."
4. Paragraph 2.01.F.3- Replace "200 gpm" with "100 gpm".
5. Paragraph 2.02.A.5- Replace "317 gal" with "475 gal"
6. Paragraph 2.02.A.6- Replace "25 sq.ft." with "32 sq. ft."
7. Paragraph 2.02.L.5- Delete the word "optional."

CHANGES TO DRAWINGS

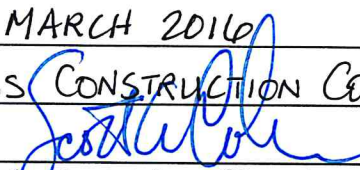
Drawing E-301

Detail 3 – Delete the words "(by others)" on grit removal control panel. The grit removal control panel shall be supplied by the Grit Removal System manufacturer.

THE BIDDER SHALL EXECUTE AND ATTACH THE FOLLOWING CERTIFICATION TO THE PROPOSAL.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 to Contract Documents for the South San Luis Obispo County Sanitation District (SSLOCSD) Grit Removal Project, and accept all conditions contained therein:

Dated: 07 MARCH 2016
Bidder: SPIESS CONSTRUCTION CO., INC.
By: 
SCOTT A. COLEMAN, PRESIDENT

**ADDENDUM NO. 2
TO
CONTRACT DOCUMENTS
FOR
South San Luis Obispo County Sanitation District (SSLOCSD) Grit Removal Project
March 17, 2016**

BIDS DUE March 23, 2016, at 2 PM local time

The purpose of this addendum is to modify the contract documents. This addendum shall become part of the contract documents. Acknowledge receipt of this addendum by completing the Bid Form and listing this addendum in Section 7.04 of Document 00300, completing the acknowledgement section at the end of this addendum, and attaching the executed acknowledgement to the proposal.

A. The following revisions are made to the Contract Documents:

RESPONSES TO QUESTIONS RECEIVED

1. Is there an updated soils report for this project in the specified area of the new grit removal site?

Response: There is no site specific soils report for the project. In 1986 and 2006, subsurface investigations were performed at locations near the Grit Removal Project site. The 1986 boring logs and 2006 soils report are attached for Contractor's review and reference only.

2. What depth should the Contractor base their Bid on for dewatering?

Response: No soil borings have been performed for the project. However, a sump is located in the project site (remaining from the 2015 force main replacement project) and water is currently at 3' to 4' below grade. Contractors should base their bid on the assumed depth of groundwater at 3 feet below grade.

3. Where can bypass and groundwater be deposited?

Response: Groundwater can be deposited to plant headworks. A manhole and associated 24 inch VCP sewer flowing directly to the headworks exists approximately 115 feet northeast of the project site. Contractor shall maintain full access to all areas by plant staff during dewatering operations.

4. Is the Contractor required to place any settling tanks and/or filtering equipment in line for filtering before placing the pumped groundwater into the Headworks?

Response: Provide sand and gravel filter around the well screen to prevent the migration of fines from the existing soil during the dewatering operation. Wrapping geotextile fabric directly around the well screen shall not be allowed.

5. The drawings do not show some of the existing manholes and other components that exist. What is manhole on south side of project site? Not shown on plans.

Response: Manhole is covering sump remaining from the 2015 force main replacement project. Sump is to remain and contractor shall furnish and install a valve box assembly per Detail 2, Sheet C-105 of the plans. Sump is available to the contractor during construction for dewatering at the Contractor's own risk. Contractor is responsible for determining the usefulness of the sump with regard to dewatering for this project.

6. Have any alternate grit removal systems manufacturers other than Hydro International received written approval by the Engineer of Record?

Response: No alternate grit removal system manufactures other than Hydro International have received written approval by the Engineer.

7. The 140 working days is not adequate time to complete the required scope of work.

Response: **The Contract time is hereby extended to 160 working days.**

8. Will the district extend the completion time to allow for necessary procurement activity?

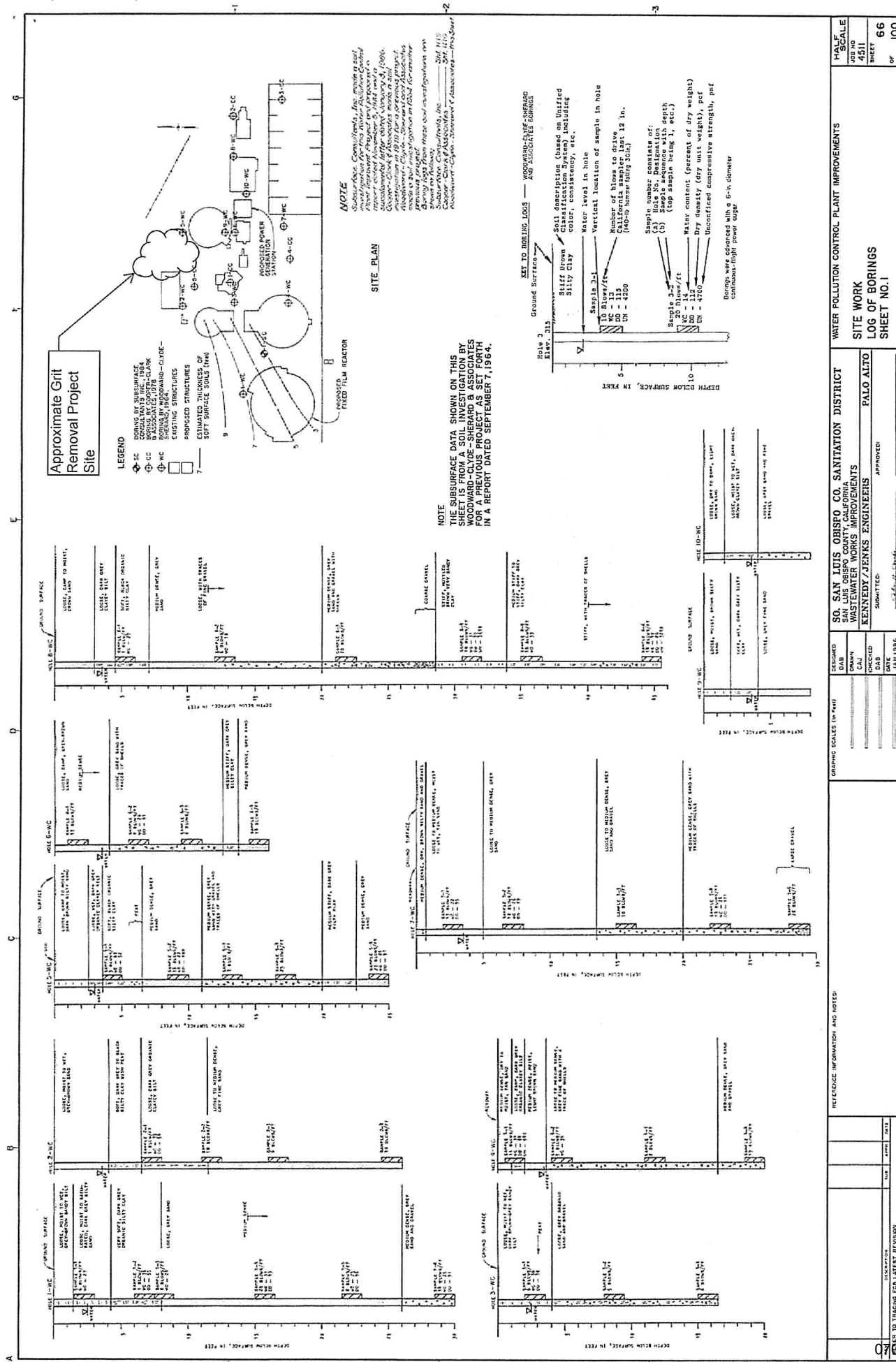
Response: See above.

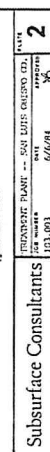
9. The contract time for completion is 140 days (20 weeks).....Will a Change Order be honored in the likelihood that an expedited order is necessary for the equipment to be delivered to allow sufficient time to complete the installation and testing with the construction schedule restraints?.

Response: The District's schedule allows for 160 WORKING days per this Addendum #2. This allows for up to 6 weeks for delivery of shop drawings, 2 weeks for shop drawing review, 16 weeks for equipment manufacture, up to 2 weeks for delivery, and 6 weeks for project completion, for a total of 160 working days, or 32 weeks. No change order will be provided to expedite equipment delivery.

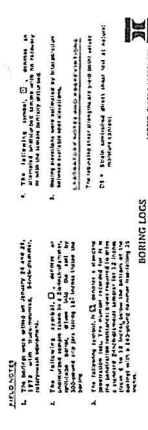
10. Can back gate and laydown area be used?

Response: Yes, Back gate and area of old sludge beds can be used by contractor. Additional laydown area is available at dirt areas near the plant entrance





NOTE
THE SUBSURFACE DATA SHOWN
ON THIS PORTION OF THIS
SHEET IS FROM A SOIL
INVESTIGATION BY COOPER-
CLARK & ASSOCIATES FOR A
PREVIOUS PROJECT AS SET
FORTH IN A REPORT DATED
JANUARY 24, 1979.



REFERENCE INFORMATION AND NOTES		GRAPHIC SCALES (IN PPM)	

**SOILS ENGINEERING REPORT
CENTRIFUGE BUILDING
SOUTH SAN LUIS OBISPO COUNTY
WASTEWATER TREATMENT PLANT
1600 ALOHA PLACE
OCEANO, CALIFORNIA**

June 9, 2006

Prepared for

South San Luis Obispo County
Sanitation District

Prepared by

Earth Systems Pacific
4378 Santa Fe Road
San Luis Obispo, CA 93401

Copyright © 2006

APPENDIX A

Boring Location Map

Boring Logs





Earth Systems Pacific

LOGGED BY: R. Wagner
DRILL RIG: CME-75
AUGER TYPE: 8" Hollow Stem

Boring No. 1
PAGE 1 OF 1
JOB NO.: SL-12901-SC
DATE: 05/08/06

DEPTH (feet)	USCS CLASS	SYMBOL	SOUTH SAN LUIS OBISPO COUNTY WASTEWATER TREATMENT PLANT CENTRIFUGE BUILDING 1600 Aloha Place Oceano, California	SAMPLE DATA				
				INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
0			SOIL DESCRIPTION					
1	GC		CLAYEY GRAVEL: red brown, dense, moist (fill)					
2			very moist	2.0-3.5		96.0	23.9	4 11
3	SP		POORLY GRADED SAND: dark grey, medium dense, very moist, 2" thick layer of CLAYEY SAND with gravel @ 3.0' (native)	4.0-5.5		NO RETURN		4 7
4			loose, wet					8
5								
6								
7								
8								
9			trace gravel to 1.0" diameter	9.0-10.5				1 4
10								4
11								
12								
13								
14				14.0-15.5				3 9
15			2.0" thick layer of WELL GRADED SAND					16
16			End of Boring @ 15.5'					
17			Subsurface water encountered @ 3.5'					
18								
19								
20								
21								
22								
23								
24								
25								
26								

LEGEND: Ring Sample Grab Sample Shelby Tube Sample SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: R. Wagner
DRILL RIG: CME-75
AUGER TYPE: 8" Hollow Stem

Boring No. 2
PAGE 1 OF 2
JOB NO.: SL-12901-SC
DATE: 05/08/06

DEPTH (feet)	USCS CLASS	SYMBOL	SOUTH SAN LUIS OBISPO COUNTY WASTEWATER TREATMENT PLANT CENTRIFUGE BUILDING 1600 Aloha Place Oceano, California	SAMPLE DATA				
				INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
0			3.5" AC OVER 12.0" AGGREGATE BASE					
1								
2	SP		POORLY GRADED SAND: dark grey brown, loose, very moist, trace clay, trace gravel to 1.0" diameter (native)	2.0-3.5	■	84.1	5.6	4 5 4
3				2.0-4.0	○			
4				4.0-5.5	■	NO RETURN		1 3 1
5			grey, wet					
6								
7								
8								
9			gravel ends, trace roots	9.0-10.5	■	96.8	27.6	2 4 6
10								
11								
12								
13								
14			roots end	14.0-15.5	●			1 2 5
15								
16								
17								
18								
19				19.0-20.5	●			4 15 20
20								
21			dense					
22								
23								
24			medium dense, few shell fragments, trace gravel to 1/2" diameter	24.0-25.5	●			12 9 11
25								
26								

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



Earth Systems Pacific

LOGGED BY: R. Wagner
DRILL RIG: CME-75
AUGER TYPE: 8" Hollow Stem

Boring No. 2
PAGE 2 OF 2
JOB NO.: SL-12901-SC
DATE: 05/08/06

DEPTH (feet)	USCS CLASS	SYMBOL	SOUTH SAN LUIS OBISPO COUNTY WASTEWATER TREATMENT PLANT CENTRIFUGE BUILDING 1600 Aloha Place Oceano, California	SAMPLE DATA				
				INTERVAL (feet)	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
27	SP		POORLY GRADED SAND: as above					
28								
29				29.0-30.0	●			8 50/5.5"
30			some gravel to 1.0" diameter					
31								
32								
33								
34			gravel ends	34.0-35.5	●			6 30 50/5.0"
35								
36								
37								
38								
39				39.0-40.5	●			10 20 30
40	CL		dense, trace gravel to 1/2" diameter					
41								
42								
43								
44			LEAN CLAY: dark olive grey, very stiff, wet, trace shell fragments	44.0-45.5	●	NO RETURN		10 15 20
45								
46								
47								
48			stiff					
49				49.0-50.5	●			3 3 6
50								
51			End of Boring @ 50.5'					
52			Subsurface water encountered @ 4.5'					
53								

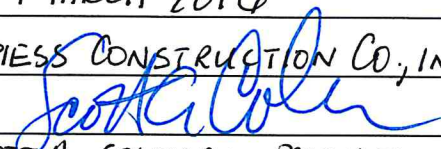
LEGEND: Ring Sample Grab Sample Shelby Tube Sample SPT

NOTE: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.

THE BIDDER SHALL EXECUTE AND ATTACH THE FOLLOWING CERTIFICATION TO THE PROPOSAL.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 to Contract Documents for the South San Luis Obispo County Sanitation District (SSLOCSD) Grit Removal Project, and accept all conditions contained therein:

Dated: 18 MARCH 2016
Bidder: SPIESS CONSTRUCTION CO., INC.
By: 
SCOTT A. COLEMAN, PRESIDENT

**ADDENDUM NO. 3
TO
CONTRACT DOCUMENTS
FOR
South San Luis Obispo County Sanitation District (SSLOCSD) Grit Removal Project
March 22, 2016**

BIDS DUE March 23, 2016, at 2 PM local time

The purpose of this addendum is to modify the contract documents. This addendum shall become part of the contract documents. Acknowledge receipt of this addendum by completing the Bid Form and listing this addendum in Section 7.04 of Document 00300, completing the acknowledgement section at the end of this addendum, and attaching the executed acknowledgement to the proposal.

A. The following revisions are made to the Contract Documents:

Document 00100, INSTRUCTIONS TO BIDDERS

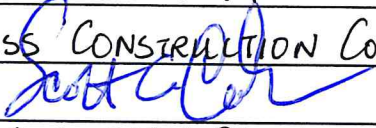
1. Replace Section 1.15.A.1 with the following:

A person, firm, or corporation who has submitted a subbid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a subbid or quoting prices to other bidders, nor is disqualified from submitting a bid as Prime Contractor.

THE BIDDER SHALL EXECUTE AND ATTACH THE FOLLOWING CERTIFICATION TO THE PROPOSAL.

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 3 to Contract Documents for the South San Luis Obispo County Sanitation District (SSLOCSD) Grit Removal Project, and accept all conditions contained therein:

Dated: 22 MARCH 2016
Bidder: SPIESS CONSTRUCTION Co., INC.
By: 
SCOTT A. COLEMAN, PRESIDENT

March 24, 2016

John L. Clemons
Plant Superintendent / Interim General Manager
South San Luis Obispo County Sanitation District
1600 Aloha Place
Oceano, CA 93445

Dear Mr. Clemons,

Re: Grit Removal Project Recommendation for Award

Michael K. Nunley & Associates, Inc. (MKN) has reviewed the bids received for the South San Luis Obispo County Sanitation District Grit Removal Project. The District received nine (9) bids ranging from \$492,100 to \$719,553. The Engineer's estimate was \$510,000-\$540,000.

Speiss Construction Company was the Apparent Low Bidder at \$492,100. We have reviewed their submitted bid forms and find that the bid meets District requirements for a successful bid. MKN recommends that the District award the project to Speiss Construction Co.

I have attached via email a Notice of Award form for you use, and a copy of the Agreement to be provided to Speiss for execution.

If you have any questions, please contact me at jhanlon@mknassociates.us or by phone at (805) 904-6530 x103.

Sincerely,



Jon Hanlon, PE

Attachments:
Bid tabulation
Agreement (attached electronically)
Notice of Award form (attached electronically)

NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Contract No.:

Engineer:

Engineer's Project No.: N/A

Project:

Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 23, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

South San Luis Obispo County Sanitation District Grit Removal Project

The Contract Price of the awarded Contract is: \$ 492,100

[x] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer

		Bidder		Speiss Construction Co., Inc.	Brough Construction, Inc.	Fluid Resource Management	Souza Construction, Inc.	Special Service Construction	Specialty Construction Inc.	Cushman Contracting Corporation	Maino Construction Company, Inc.	Newton Construction & Management
ITEM DESCRIPTION		QTY	UNIT	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
1	Mobilization	1	LS	\$17,500.00	\$6,180.00	\$12,068.53	\$27,000.00	\$24,064.00	\$15,000.00	\$67,000.00	\$46,550.00	\$4,868.00
2	Furnish and Install Equipment Foundations	1	LS	\$55,100.00	\$30,607.00	\$37,332.88	\$41,000.00	\$38,676.00	\$40,675.00	\$67,000.00	\$61,460.00	\$46,024.00
3	Furnish Grit Separator and Classifier Equipment	1	LS	\$302,000.00	\$331,397.00	\$316,382.80	\$342,000.00	\$313,620.00	\$329,900.00	\$296,000.00	\$322,900.00	\$354,870.00
4	Installation of Grit Separator	1	LS	\$17,900.00	\$10,490.00	\$22,688.34	\$125,000.00	\$23,502.00	\$32,850.00	\$27,000.00	\$15,150.00	\$54,462.00
5	Furnish and Install Site Piping and Appurtenances	1	LS	\$73,600.00	\$74,502.00	\$120,409.43	\$51,000.00	\$134,757.00	\$189,800.00	\$163,000.00	\$210,725.00	\$189,490.00
6	Furnish and Install Site Concrete Flatwork	1	LS	\$20,100.00	\$41,175.00	\$41,862.31	\$44,000.00	\$101,111.00	\$35,900.00	\$59,800.00	\$28,100.00	\$52,913.00
7	Furnish and Install Electrical and Instrumentation	1	LS	\$5,900.00	\$10,300.00	\$19,737.26	\$11,000.00	\$15,156.00	\$9,400.00	\$9,200.00	\$15,000.00	\$16,926.00
GRAND TOTAL				\$492,100.00	\$504,651.00	\$570,481.55	\$641,000.00	\$650,886.00	\$653,525.00	\$689,000.00	\$699,885.00	\$719,553.00



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

www.sslocsd.org

To: Board of Directors
From: John Clemons, Interim District Administrator
Date: April 20, 2016

Subject: CHERRY AVE. BRIDGE MND CONTRACT

RECOMMENDATION

Staff recommends that the Board of Directors adopt a resolution authorizing the District Administrator to enter into an agreement with Kevin Merk Associates, LLC for Environmental Review Services for the Cherry Ave. Bridge Project.

BACKGROUND

The Sanitation District is planning to perform maintenance on the Cherry Ave. sewer bridge in Arroyo Grande. The scope of work for this project includes removing paints and debris from the existing structure, and replacing anti corrosion coating. In order to acquire a Streambed Alteration Agreement (SAA) from the California Department of Fish and Wildlife, the Sanitation District must complete the necessary CEQA documents. KMA performed the initial biological assessment for this project.

DISCUSSION

KMA has submitted a scope of work and cost estimate proposal of \$9,190 to prepare a Mitigated Negative Declaration pursuant to the California Environmental Quality Act for this project. This does not include an optional additional amount of \$2,270 for printing, noticing, mailing and filing. The preparation of this document is critical to support the issuance of the SAA. Since KMA performed the current biological assessment for this project Staff believes that they are uniquely qualified to prepare the CEQA Documents.

FISCAL CONSIDERATIONS

This project was originally budgeted to cost \$209,000 in the FYE 2015 budget. Since that time the District has spent \$20,500 on this project. This project was budgeted at \$180,000 for the current fiscal year. The funds for this project will come from Fund 26-8061- Structure/Grounds Major Maintenance.

OPTIONS

1. Approve the agreement and adopt the resolution.
2. Do not approve the recommendation and give Staff further direction.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Resolution 2016-345

Attachment A: Agreement for Professional Services- Environmental Review Services

RESOLUTION NO. 2016-345

A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AUTHORIZING AND DIRECTING THE INTERIM DISTRICT ADMINISTRATOR OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH KEVIN MERK ASSOCIATES, LLC, FOR ENVIRONMENTAL REVIEW SERVICES FOR THE CHERRY AVENUE SEWER BRIDGE MAINTENANCE PROJECT

WHEREAS, the District needs to perform maintenance consisting of removing some vegetation, installing a scaffold and repairing and painting its Cherry Avenue sewer bridge in Arroyo Grande; and

WHEREAS, in order to proceed with the project, the District needs to perform environmental review under the California Environmental Quality Act ("CEQA"); and

WHEREAS, the District currently does not have staff available to complete these tasks; and

WHEREAS, the District has obtained a proposal dated April 4, 2016 from Kevin Merk Associates, LLC, offering to prepare documentation under the California Environmental Quality Act; and

WHEREAS, based on Consultant's qualifications, experience, and familiarity with the project (having previously completed a biological study of the area), it appears that Consultant's proposal best meets District's needs for the project; and

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

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

1. An AGREEMENT FOR PROFESSIONAL SERVICES - ENVIRONMENTAL REVIEW SERVICES with Kevin Merk Associates, LLC is hereby approved in substantially the form attached hereto as Exhibit "1;" and

2. The Interim District Administrator, or his/her designee, is hereby authorized and directed to execute the Agreement on behalf of the District, to

take all steps necessary to implement the project, and, if appropriate, to enter into amendments to the Agreement necessary to implement the project.

PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District held April 20, 2016.

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR

AGREEMENT FOR PROFESSIONAL SERVICES - ENVIRONMENTAL REVIEW SERVICES

This Agreement is made on _____, 2016, by and between Kevin Merk Associates, LLC, a California Limited Liability Company ("Consultant"), and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. The District needs to perform maintenance consisting of removing some vegetation, installing a scaffold and repairing and painting its Cherry Avenue sewer bridge in Arroyo Grande; and
2. In order to proceed with the project, the District needs to perform environmental review under the California Environmental Quality Act ("CEQA"); and
3. The District currently does not have staff available to complete these tasks; and
4. The District has obtained a proposal dated April 4, 2016 from Consultant, offering to prepare documentation under the California Environmental Quality Act; and
5. Based on Consultant's qualifications, experience, and familiarity with the project (having previously completed a biological study of the area), it appears that Consultant's proposal best meets District's needs for the project; and
6. Hiring Consultant to provide environmental review services for District is consistent with District's Purchasing Guidelines, as adopted by Resolution 2014-314, which provide that the District Manager is the District's agent for purchasing services less than \$45,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, of a quality to assure efficient running of the wastewater plant, and give a local preference in contracts with a bid price less than \$45,000.

NOW, THEREFORE, IT IS AGREED:

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

2. **General.**

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

2.02. Services to be Performed. Consultant shall determine the method, details and means of providing environmental review services related to the District's proposed Cherry Avenue sewer bridge maintenance project. More specifically, Consultant agrees to perform the specific services listed in Exhibit "A."

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

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

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

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

3. **Consultant's Obligations.**

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

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

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

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

4. Miscellaneous

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

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

To Consultant:
Kevin Merk Associates, LLC
P.O. Box 318
San Luis Obispo, CA 93406

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

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

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

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

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

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

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

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement,

Consultant shall submit copies of its current business license and current certificate of workers compensation coverage to the District before beginning work on this project.

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

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

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

CONSULTANT

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT

By:

By:

APPROVED AS TO FORM:

District Counsel

EXHIBIT “A”

Consultant will prepare a mitigated negative declaration (“MND”) for the Cherry Avenue sewer bridge maintenance project, based on the project description contained in Consultant’s proposal dated April 4, 2016.

The MND effort will focus on the following impact issue areas: • Biological Resources; • Geology/Soils (erosion and sedimentation) • Hazards and Hazardous Materials. The MND will be prepared in accordance with CEQA and the State CEQA Guidelines.

The MND will provide an analysis of the impact areas identified above as having potentially significant impacts and needing a greater level of review. The analysis for the remainder of the impact issue areas will be incorporated into the MND under the assumption that they will be considered “Less Than Significant”. The analysis for these impact areas and the studies prepared in support of the initial CEQA determination will be peer reviewed for quality and consistency, and updated as necessary.

The MND will focus on these issue areas as outlined in Appendix G of the CEQA Guidelines:

- **Review of Biological Resources Assessment prepared by Consultant and others.** Make full use of all existing analyses to ensure a complete and up-to-date reporting of the presence and likelihood of critical habitat and special status plant and wildlife species on-site and an analysis of impacts to these resources as a result of project implementation.
- **Geologic and Soils Hazards.** Evaluate the potential for geologic hazards and soils to impact the project based on review of the existing available information. Geologic hazards will be reviewed in accordance with the applicable provisions of CEQA and District/County/City planning documents. This assessment will be based on review of the studies and documents prepared by others for the project and other relevant information provided by the project team including site plans, grading plans and proposed erosion controls. Obtain copies of recent environmental documents, fault reports, and geotechnical studies for relevant previous development projects from the District/County/City, and perform a site visit to review the site terrain and geologic conditions. It is anticipated that the geotechnical analysis will identify potential geologic hazards that could impact the project such as: • Slope instability and landsliding; • Grading and Soil Erosion; • Seismic Settling and Fault Rupture Potential; • Strong Ground Motion; • Liquefaction and Seismic Settlement; and • Settlement and Subsidence from Fluid Withdraw. These issue areas will be independently reviewed and incorporated into the impact analysis as part of the MND process. Utilize existing industry standards to deal with this issue area.
- **Hazards and Hazardous Materials.** Perform environmental impact analysis necessary to identify potential hazards related to the use, storage, containment and possibility of release of hazardous materials (including, but not limited to, lead based paint) related to the preventative maintenance activities proposed as part of the project. This includes identification of industry standard mitigation measures to address containment protocols and response to hazardous material release related to the proposed pipe maintenance.

The MND will include the following tasks:

- Review existing documents prepared for the project (including, but not limited to the project designs, technical reports prepared for the project, project permit applications and

regulatory agency stipulations, similar CEQA determinations from other agencies, County and City General Plan and Zoning Code, exemplary staff reports, project maps, digital and GIS files, etc.).

- Coordinate and communicate between the District, project team members and consultants, regulatory agencies (e.g., California Department of Fish and Wildlife – “CDFW”), as well as other agencies, consultants and organizations involved in the project to ensure timely completion of project milestones.
- Project environmental review (includes coordination and communication with the District to determine any up-front needs for CEQA determinations and land use permits, and preparation of the appropriate CEQA environmental determinations - assumed to be a Mitigated Negative Declaration). Coordinate with regulatory agencies (e.g., CDFW) to determine Responsible Agency concerns and issues to ensure a comprehensive environmental review and to ensure the CEQA determination meets their needs. Project CEQA determination will focus on key impact issue areas discussed above. This will include the preparation of the Initial Study, preparation of a Mitigated Negative Declaration and Notice of Intent, and preparation of a Mitigation Monitoring and Reporting Program (MMRP) per CEQA Guideline requirements.
- Project management duties. This includes attendance at up to two (2) meetings, communication with District staff, project team members, response to comments and questions as applicable, a site visit to tour the project location and assess any environmental constraints, establishing timetables for milestone completion, etc.

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

For this scope of work it is assumed that the District will print, distribute, notice and complete all filing requirements for the project. Document printing, distribution, noticing and filing is an optional task which can be fulfilled at the price shown in Exhibit “B” upon District request.

EXHIBIT “B”

Consultant will provide the services in accordance with this Agreement for a not-to-exceed fee of up to \$9,190. This fee assumes:

- No extraordinary or undeveloped issues are associated with the project not previously identified in the biological report (environmental, design or community related) or issues such as Cultural Resources that would require additional investigation or analysis;
- Project timeframes will depend on the ability of District staff (and CDFW, if applicable) to expedite review of draft project deliverables and will depend on the nature of the comments and the level of effort required to respond to comments and revise the draft documents;
- Volume of comments received from the public and reviewing agencies on the project do not exceed reasonable levels and the level of effort required to respond to comments is not unreasonable. Consultant will work with the District and their representatives to establish these assumptions;
- Unless the optional task is selected, we will not be responsible for required noticing, filing, or document distribution;
- Document deliverables will not exceed identified budget. Consultant will work with the District to finalize requested deliverables; and
- Consultant will finalize project schedule and timing upon receipt of all relevant application materials, including the final project site plan and any other requested information.

Consultant will invoice District for services on a monthly basis. Additional work not included within the proposal or exceeding \$9,190 will be completed only upon written authorization from District. Additional work may include the optional task of necessary noticing, printing, distribution and filing as required by the California Environmental Quality Act, for the not-to-exceed cost of up to \$2,520.

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

C. Deductibles and Self-insured Retentions

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

provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

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

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

www.sslocsd.org

To: Board of Directors
From: John Clemons, Interim District Administrator
Date: April 20, 2016

Subject: CONTRACT FOR OUTFALL INSPECTION

RECOMMENDATION

Staff recommends that the Board of Directors authorize the District Administrator to enter an agreement with Aquatic Bioassay Inc. to perform an Ocean Outfall Inspection on the District's Ocean Outfall.

BACKGROUND

The Sanitation District is required to perform an inspection of its ocean outfall every three years (NPDES Permit). The District shares the cost of the inspection with the City of Pismo Beach because Pismo shares usage of the outfall. The last inspection was performed in the spring of 2013. Staff has requested proposals from Tenera Environmental Services (TES) and from Aquatic Bioassay and Consulting Laboratories Inc. (ABC)

DISCUSSION

ABC Inc. submitted a proposal with a cost of \$40,325. Tenera did not submit a proposal. ABC performed the 2013 outfall inspection for the Sanitation District. ABC Inc.'s proposal is attached to this report.

FISCAL CONSIDERATIONS

The cost of the inspection will be \$40,325. Pismo Beach will pay fifty percent of the cost. The cost to the Sanitation District will be \$20,163. The District budgeted \$40,000 for ocean outfall maintenance in the FY 2015-16 budget. The cost is well within the budgeted amount.

OPTIONS

1. Authorize the District administrator to execute the contract with ABC Inc. and adopt the attached resolution.
2. Do not approve Staff's recommendation.
3. Approve Staff's recommendation with amendments.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Resolution 2016-346

Attachment A: Agreement for Professional Services – Receiving Water Monitoring Survey

Attachment B: Proposal for Professional Services from Aquatic Bioassay & Consulting

RESOLUTION NO. 2016-346

**A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS
OBISPO COUNTY SANITATION DISTRICT AUTHORIZING AND
DIRECTING THE INTERIM DISTRICT ADMINISTRATOR OR
DESIGNEE TO ENTER INTO AN AGREEMENT WITH AQUATIC
BIOASSAY & CONSULTING LABORATORIES, INC. FOR
RECEIVING WATER MONITORING SERVICES**

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

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

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

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

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District held April 20, 2016.

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR

AGREEMENT FOR PROFESSIONAL SERVICES – RECEIVING WATER MONITORING SURVEY

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

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

NOW, THEREFORE, IT IS AGREED:

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

2. **General.**

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

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

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

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

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

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. **Consultant's Obligations.**

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

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

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

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

4. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT

By:

By:

APPROVED AS TO FORM:

District Counsel

EXHIBIT “A”

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

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

Specifically, Consultant will complete the following tasks:

Benthic Sediment Monitoring

Chemistry Sampling

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

Chemical Analyses

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

Particle Size: SM 2560 D <2 to 2000 µm

Sediment Sulfides at pH 7:

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

BOD: SM 5210 B (M) mg/kg

Metals:

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

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

Mercury: EPA 245.7 0.00001 0.00002 µg/g

Total Kjeldahl Nitrogen: EPA 351.2 5 mg/kg

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

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

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

Percent Solids: EPA 160.3 0.1 0.05 %

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

Benthic Biota Monitoring

Biota Sampling

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

Biota Analysis

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

Outfall Inspection

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

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

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

Reporting

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

EXHIBIT “B”

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

The contract price is broken down as follows:

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

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

Consultant will invoice District for services on a monthly basis.

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

C. Deductibles and Self-insured Retentions

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

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

D. Other Insurance Provisions

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

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

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

South San Luis Obispo County Sanitation District Proposal for Professional Services April 2016



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Ventura, CA 93001

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aquatic
bioassay &
consulting
laboratories, inc



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Introduction

The Aquatic Bioassay & Consulting Laboratories, Inc. (Aquatic Bioassay) team of scientists have been successfully performing coastal marine monitoring surveys for many southern and central California industries and municipalities from San Luis Obispo to San Diego since 1988. We have been active participants in each of the Southern California Bight Regional Monitoring programs since 1994 and are responsible for two of the largest ongoing NPDES municipal monitoring programs in southern California. Our field and laboratory capabilities include sampling and analysis for sediment chemistry, benthic infauna, tissue bioaccumulation, trawled organisms, current meter studies, ichthyoplankton, water quality profiling using electronic sensor packages, particle size and bacteria. In addition, our team routinely conducts video dive surveys of effluent discharge pipes. Each of our marine monitoring capabilities are in compliance with the field and laboratory protocols developed by the United States Environmental Protection Agency (USEPA), the State of California's Surface Water Ambient Monitoring Program (SWAMP) and the Southern California Bight Regional Monitoring Program (SCBRMP).

We will provide all of the services necessary to successfully complete the South San Luis Obispo County Sanitation District's (SSLOCSD) receiving water monitoring survey including: program management, sample collection, laboratory analysis, data management, statistical analysis, and reports that are ready for submittal to local, state and federal agencies. In short, we will provide monitoring services that are cost effective, meet or surpass all quality control guidelines, and provide a level of responsiveness that is totally unique to our industry.



Workplan

Benthic Sediment Monitoring

Chemistry Sampling

Sampling procedures for the SSLOCSD will be conducted in strict adherence to Techniques for Sampling and Analyzing the Marine Macrobenthos (USEPA, 1978a); Quality Assurance and Quality Control (QA/QC) for 301 (h) Monitoring Programs: Guidance on Field and Laboratory Methods (Tetra Tech, 1986); and The Southern California 2013 Regional Marine Monitoring Survey Field Operations Manual (SCCWRP, 2013a). Single sediment samples will be collected at 5 stations (RSW-001, RSW-002S, RSW-002N, RSW-003 and RSW-004) using a 0.1 m² Van Veen grab. The top 2 cm of sediment will be collected from each grab and placed into a pre-cleaned glass container, labeled and stored on wet ice for transport to the chemistry laboratory. Sediments for particle size analysis will be placed in a whirl pak and placed on wet ice.



Chemical Analyses

Chemical analyses will be conducted by PHYSIS Environmental Laboratories located in Anaheim, CA. Aquatic Bioassay has worked with the owners and senior staff at PHYSIS for over twenty years making the reduction, interpretation and sharing of data between our companies seamless. PHYSIS is fully accredited by the State of California (ELAP certification No. 2769) and will provide data of the highest quality, coupled with the lowest method detection limits of any laboratory on the west coast. All chemistry data will be reported in raw form on a dry weight basis. The table below lists the constituents to be measured by PHYSIS for the SSLOCSD monitoring effort, method SOPs, along with the method detection and reporting limits for each.

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



Constituent	Method	MDL	RL	Units
Particle Size	SM 2560 D	<2 to 2000		µm
Sediment Sulfides at pH 7				
Total Sulfides	Plumb, 1981/TERL	0.2	0.4	mg/kg
Dissolved Sulfides	Plumb, 1981/TERL	0.2	0.4	mg/kg
BOD	SM 5210 B (M)			mg/kg
Metals				
Arsenic (As)	EPA 6020	0.025	0.05	µg/g
Cadmium (Cd)	EPA 6020	0.025	0.05	µg/g
Chromium (Cr)	EPA 6020	0.025	0.05	µg/g
Copper (Cu)	EPA 6020	0.025	0.05	µg/g
Lead (Pb)	EPA 6020	0.025	0.05	µg/g
Nickel (Ni)	EPA 6020	0.025	0.05	µg/g
Silver (Ag)	EPA 6020	0.025	0.05	µg/g
Zinc (Zn)	EPA 6020	0.025	0.05	µg/g
Chromium +⁶	SM 3500-Cr D	0.05	0.1	mg/kg
Mercury	EPA 245.7	0.00001	0.00002	µg/g
Total Kjeldahl Nitrogen	EPA 351.2		5	mg/kg
Ammonia	SM 4500-NH3 D	0.03	0.03	mg/kg
Nitrate	SM 4500-NO3 E	0.01	0.05	mg/kg
Total Organic Carbon	SM 5310 B	0.01	0.02	% Dry Weight
Percent Solids	EPA 160.3	0.1	0.05	%

Benthic Biota Monitoring

Biota Sampling

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

Biota Analysis

Screened and preserved sediments collected in the field will be delivered to the Aquatic Bioassay laboratory for counting, sorting, and identification. Infauna will be sorted by the Aquatic Bioassay team and separated into five groups: echinoderms, mollusks, polychaetes, crustaceans, and miscellaneous. Infauna identifications will be



conducted by taxonomists who are active participants in the Southern California Association of Marine Invertebrate Taxonomists (SCAMIT). For each station, organisms will be counted in accordance with Techniques for Sampling and Analyzing the Marine Macrobenthos EPA 600/3-78-300 (USEPA, 1978a); Quality Assurance and Quality Control (QA/QC) for 301(h) Monitoring Programs: Guidance on Field and Laboratory Methods (Tetra Tech 1986); and The Southern California Bight 2013 Regional Marine Monitoring Survey Field Operations Manual (SCCWRP, 2013).

Outfall Inspection

Aquatic Bioassay conducts outfall pipe dive surveys for POTW dischargers from Oxnard to San Luis Obispo. The purpose of these surveys are to inspect the physical integrity of the outfall pipe and note any leaks along its entire length to shore or impediments to flow from the diffuser ports. A DVD record of the dive is included with a detailed written report.



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

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

Reporting

The data generated from each phase of the monitoring program described above will be checked for quality, loaded into our database system and assessed for spatial and temporal trends using both univariate and multivariate statistical techniques as specified in the SSLOCSD NPDES permit. Our receiving water regulatory reports have been successfully submitted by our clients to the Central Coast Water Quality Control Board for over two decades. We strive to generate reports that are concise, while still providing detailed information that allow our clients and their regulators to assess spatial and temporal trends in their receiving waters. We stand behind our assessments and will assist the SSLOCSD to answer questions or to provide additional information as requested by the Board.



Representative Project Work

Coastal Marine Monitoring

Below are listed several of the marine monitoring programs that Aquatic Bioassay has been involved with over the past 27 years:

City of Oxnard. Mr. Jeremy Grant, 805 271 2220. The Aquatic Bioassay Team has been conducting one of the largest ongoing NPDES municipal receiving monitoring programs in southern California for the City of Oxnard since 1979. This monitoring program requires the following:

- Annual sediment contaminant and benthic infauna surveys are conducted at seven sites near to and far from the outfall terminus to assess both the spatial and temporal impact of the effluent discharge. Chemistry samples are analyzed for general constituents, total metals and organics. Infauna are analyzed by SCAMIT certified taxonomists. Data are reported both in tables and graphs and assessed using both univariate and multivariate statistical techniques.
- Quarterly water quality surveys using a SeaBird 25 CTD water column profiling package for depth, temperature, conductivity, salinity, dissolved oxygen, pH, and fluorescence (chl_a and CDOM). These surveys are part of a regional survey that is conducted in coordination with the Central Coast Water Quality Consortium (Orange County Sanitation Districts, the Sanitation Districts of Los Angeles County, and the City of Los Angeles).
- Trawled fish and macroinvertebrate communities are sampled annually at three replicate stations to assess the impact of the effluent on these communities. In addition, tissue bioaccumulation samples are dissected from fish and invertebrates and then analyzed for priority pollutants and compared with other locations in California to provide perspective and to OEHHA human health consumption thresholds.
- Annual outfall pipe inspections are conducted by divers using video to record the condition of the pipe.
- All data collected from the above surveys are condensed into quarterly water quality reports and an annual receiving water report that is ready for submission to the Regional Water Quality Control Board.
- Aquatic Bioassay scientists represent the City of Oxnard during all Southern California Bight Regional Monitoring Program activities and are active members on the Steering, Coastal Ecology, Water Quality, Benthic Ecology, Trawling, and Toxicity Committees. These surveys have been conducted every five years since 1994 throughout the southern California bight and include extensive design, sampling, analysis and reporting services.

South San Luis Obispo Sanitation District. Aquatic Bioassay has conducted the sampling, analysis and reporting for the South San Luis Obispo Sanitation District tri-annual ocean monitoring program since 2001. These surveys include sediment sampling for chemistry and infauna, trawling, fish tissue bioaccumulation and diver video inspection of the outfall pipe. All of the NPDES permit mandated data collected



for these surveys were synthesized into concise reports ready for submission to the Central Coast Regional Water Quality Control Board.

Goleta Sanitation District. Ms. Lena Cox, 805-967-4519. Since 1998 the Aquatic Bioassay team has been conducting both quarterly and annual compliance monitoring surveys for the District. These surveys include:

- Quarterly water quality surveys using a SeaBird 25 CTD water column profiling package for depth, temperature, conductivity, salinity, dissolved oxygen and pH.
- Annual sediment contaminant and benthic infauna surveys are conducted at six sites near to and far from the outfall terminus to assess both the spatial and temporal impact of the effluent discharge. Chemistry samples are analyzed for general constituents, total metals and organics. Infauna are analyzed by SCAMIT certified taxonomists. Data are reported both in tables and graphs and assessed using both univariate and multivariate statistical techniques.
- Trawled fish and macroinvertebrate communities are sampled annually at three replicate stations to assess the impact of the effluent on these communities. In addition, tissue bioaccumulation samples are dissected from fish and mussels and then analyzed for priority pollutants and compared to OEHA consumption thresholds.
- Annual outfall pipe inspections are conducted by divers using video to record the condition of the pipe.
- All data collected from the above surveys are condensed into an annual receiving water report that is ready for submission to the Central Coast Regional Water Quality Control Board.

City of Santa Barbara. Ms. Rebecca Bjork, 805-897-1914. In 2002 and again in 2007, the Aquatic Bioassay team was awarded the contract to conduct the triennial compliance monitoring survey for the El Estero Wastewater Treatment Plant. These surveys included fish trawls, sediment chemistry, benthic infauna, fish and invertebrate tissue bioaccumulation studies. All of the NPDES permit mandated data collected for these surveys were synthesized into concise reports ready for submission to the Central Coast Water Quality Control Board.

Montecito Sanitary District. Since 2004 the Aquatic Bioassay team was awarded the contract to conduct the triennial compliance monitoring survey for the Montecito Sanitary District Treatment Plant. These surveys included sediment chemistry, benthic infauna, fish and invertebrate tissue bioaccumulation studies and outfall dive surveys. All of the NPDES permit mandated data collected for these surveys were synthesized into concise reports ready for submission to the Central Coast Water Quality Control Board.

Carpinteria Sanitary District. Mr. Frank Gonzales, 805-684-7214. Since 1993, the Aquatic Bioassay team has conducted the five year compliance monitoring survey for the Carpinteria Sanitary District. These surveys included sediment chemistry, benthic infauna and outfall dive surveys. All of the NPDES permit mandated data collected for these surveys were synthesized into concise reports ready for submission to the Central Coast Water Quality Control Board.



Southern California Bight Regional Monitoring Program. Southern California Coastal Water Research Project (SCCWRP), Mr. Ken Schiff, 714-755-3202. The *Aquatic Bioassay* Team has been participating in this region-wide marine monitoring study since the fall of 1998. This project is coordinated by SCCWRP and is the largest ocean monitoring study in the nation. Other participants include the U.S. Navy, National Parks Service, UCLA, USC, UCSB, Channel Islands National Marine Sanctuary, all of southern California's coastal POTW's and watershed protection agencies. Aquatic Bioassay's participation includes water column sampling, shoreline bacterial sampling, bottom sediment sampling for chemical analysis and infauna, trawl sampling with fish and invertebrate identification, infaunal taxonomy, sediment toxicity bioassays, data analysis and reporting. In addition, Aquatic Bioassay staff are members on the following committees; Steering, Toxicology, Microbiology, Field Methods, Fish Taxonomy, Benthic Taxonomy, Water Quality, and Data Management. Aquatic Bioassay has served as a contract benthic infauna taxonomy laboratory for SCCWRP for the past ten years.

City of Avalon. Since 1990 the Aquatic Bioassay team has been conducting the annual surveys that include diver collection of sediment samples using hand-held corers at depths of 41 meters (135 feet) near the City of Avalon's ocean outfall. Samples are analyzed for benthic biota and chemical contaminants and an underwater survey of the outfall using photographs and video are conducted.

City of Los Angeles, Environmental Monitoring Division. Mr. Curtis Cash, 310-648-5269. We have provided benthic sediment infauna sorting for samples collected from Santa Monica Bay and the Los Angeles Harbor since 2005. Our sorting lab follows the Bight Regional Monitoring Program standard operations procedures and has a reputation for meeting project deadlines while surpassing all data quality standards for the City's projects.



Personnel

The *Aquatic Bioassay* Team has been working together virtually unchanged for over ten years. Taken together, the Team has over a century of combined experience in coastal marine survey work. The following are the key team members:

Mr. Scott Johnson is the Laboratory Director for Aquatic Bioassay and Consulting Laboratories in Ventura, CA. Mr. Johnson joined Aquatic Bioassay in 2002 and currently manages the freshwater bioassessment and marine monitoring programs for several of the largest municipal, state and private agencies in the State of California. His career has focused on the effects of anthropogenic contaminants and habitat conditions on the composition and integrity of biological communities; the development and implementation of both distributed and centralized environmental database systems; and laboratory management. Mr. Johnson began his career with the City of Los Angeles, where he managed the biology laboratories and was responsible for the regulatory permits pertaining to the Los Angeles River, Santa Monica Bay and Los Angeles Harbor. He joined EcoAnalysis, Inc., an environmental analysis and database company in 1994, advancing to President in 1998. Mr. Johnson is currently on the Board for the Southern California Chapter of the Society of Environmental Toxicologists and Chemists (SETAC), was a Board member of the Southwestern Association of Freshwater Invertebrate Taxonomists (SAFIT, 2007 to 2011) and serves on the Technical Advisory Committee for the Southern California Stormwater Monitoring Coalition (SMC). He has numerous scientific papers and presentations to his credit. Mr. Johnson holds both Masters (1988) and Bachelors degrees (1981) in Biology (minor in Chemistry) from California State University, Long Beach and studied Limnology at the University of Uppsala, Sweden from 1978 to 1979.

Ms. Karin Wisenbaker is our supervising biologist who is responsible for the day to day operations of the taxonomy lab and sampling crews. Ms. Wisenbaker has been with Aquatic Bioassay since 2001 and participates in all field sampling, data management, sample tracking, report writing and supervision of our taxonomy laboratory. Before coming to Aquatic Bioassay, Ms. Wisenbaker worked as the Environmental Projects Coordinator for the Southern California Marine Institute (SCMI) for seven years. She has a hands on, in-depth understanding of local, state and federal ocean monitoring and freshwater bioassessment protocols. Ms. Wisenbaker holds a Bachelors degree (2000) in Environmental Biology from California State University, Northridge.

Ms. Wendy Willis is a field biologist and taxonomist who is responsible for the identification of organisms from sites throughout southern California. Ms. Willis is an active member in SAFIT and works closely with the California Department of Fish and Game Lab in Rancho Cordova regarding QC issues. Besides taxonomy, she participates in all aspects of this program including field sampling, data management and data analysis. Ms. Willis received her B.S. degree (2009) in Biology, emphasis in Ecology from California State University Long Beach (CSULB).

Mr. James Mann is our senior biologist responsible for all field activities pertaining to dive surveys, water quality monitoring and analysis, equipment inventory and maintenance and the hazardous waste bioassay laboratory. Mr. Mann has been with



Aquatic Bioassay for 15 years and conducts all underwater biological surveys for plants, fish and invertebrates; and, field water quality surveys using remote sensing equipment. Mr. Mann has been certified by the California Department of Fish and Game to conduct underwater surveys for *Caulerpa taxifolia* (expiration December 1st, 2013) and is proficient in the use of underwater photography equipment including video. Mr. Mann attended Antelope Valley College (1982 to 1984) and California State University, Northridge (1984 to 1989).

Mr. Rich Gossett is the Owner and Senior Chemist with **PHYSIS Environmental Laboratories, Inc.** For over 33 years, Mr. Gossett has provided research and regulatory management communities and their environmental science and engineering consultants with integrative chemistry support including robust decision-making data for projects as far away as Antarctica, Lake Baikal, South Africa, Israel, American Samoa, Hawaii and Alaska as well as the contiguous United States in his field-wide renowned role in the development of and advances in environmental analytical chemistry. Mr. Gossett is currently Physis Environmental Laboratories Co-Owner, Technical Director, Trace Organics Laboratory Director and Senior Project Manager. Under his industry and peer-leading stewardship, Physis features the advantages and benefits of a performance-based specialized analytical chemistry practice in commercial production with heavily-weighted Senior Staff comprising over 100 years of combined analytical experience in coastal and marine chemistry working collaboratively, collegially and responsively on the most rigorous regulatory and important research issues of our time.

Benthic Infauna Taxonomy Team. Aquatic Bioassay brings several of the leading marine taxonomists in southern California to the SSLOCSD project. This team has identified infauna organisms from the Mexican Border to the north coast of California, in coastal waters, bays, harbors and estuaries. The team includes **Tony Phillips** (polychaetes), **Dean Pasko** (crustaceans & other phyla), **Kelvin Barwick** (mollusks) and **Megan Lilly** (echinoderms). They are all active **SCAMIT members** and have been identifying coastal benthic infauna species in their respective areas of expertise for over ten years each.



Attachment B
**South San Luis Obispo County Sanitation District's
 Ocean Monitoring Summary Price Quote 2016**



Phase	Task	Phase Total
A	Benthic Sediment Sampling @ 5 locations (1 rep each) at assigned receiving water location:	\$ 7,660
C	Benthic Biota Sampling (5 stations x 5 replicates = 25 samples) Included in Phase A above	\$ -
D	Outfall Line Inspection	\$ 7,450
E	Reporting (sediment chemistry, water quality, biology and outfall inspection	\$ 5,200
F	Laboratory Analyses	\$ 20,015
Project Total		\$ 40,325

Attachment B
South San Luis Obispo County Sanitation District's
Ocean Monitoring Detailed Price Quote 2016



Phase	Task	Straight Time Hrs	OT Hrs	Regular Time Rate	OT Rate	Sub-Total	Task Total	Estimated Days	Phase Total
A Benthic Sediment Sampling @ 5 locations (1 rep each) at assigned receiving water locations									
	Senior Biologist	8	2	\$ 110	\$ 165	\$ 1,210			
	Biologist	8	2	\$ 100	\$ 150	\$ 1,100			
	Field Technician	8	2	\$ 70	\$ 105	\$ 770			
	Boat Lease					\$ 3,500			
	Supplies and Equipment					\$ 500			
	Mileage (230 mi x 55 ¢)					\$ 130			
	Per diem @ 1 night, 3 people x 150 ea					\$ 450	\$ 7,660	1	\$ 7,660
C Benthic Biota Sampling (5 stations x 5 replicates = 25 samples)									
	Senior Biologist					Included in A above			
	Biologist					Included in A above			
	Field Technician					Included in A above			
	Boat Lease					Included in A above			
	Equipment					Included in A above			
	Mileage (230 mi x 55 ¢)					Included in A above			
	Per diem					Included in A above	\$ -	1	\$ -
D Outfall Line Inspection									
	Boat Lease + Captain					\$ 3,500			
	Supplies and Equipment					\$ 500			
	Divers					\$ 2,500			
	Video: editing and review					\$ 500			
	Per diem					\$ 450	\$ 7,450	1	\$ 7,450
E Reporting (sediment chemistry, water quality, biology and outfall inspection)									
	Senior Scientist	20		\$ 150		\$ 3,000			
	Senior Biologist	20		\$ 110		\$ 2,200	\$ 5,200	-	\$ 5,200
Phase	Task	Qty		Avg Price/ Sample		Sub-Total	Task Total		Phase Total
F Laboratory Analyses									
	Sediment Chemisty (see attached detail)	5		\$ 973		\$ 4,865			
	Benthic Infauna Sorting and Taxonomy								
	Sample Sorting	25		\$ 190		\$ 4,750			
	Taxonomy	25		\$ 400		\$ 10,000			
	Shipping and handling					\$ 400	\$ 20,015		\$ 20,015
Project Total									\$ 40,325



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

To: Board of Directors
From: John Clemons, Interim District Administrator
Date: April 20, 2016

Subject: STATE REVOLVING FUND FINANCIAL PACKAGE

RECOMMENDATION

Staff recommends that the Board of Directors authorize the District Administrator to execute the attached contract with Bartle, Wells, and Associates for completion of the State Revolving Funding financing application package.

BACKGROUND

The District completed the Wastewater Financial Plan and Rate Study in 2016 and passed a rate increase that included debt service on a State Revolving Fund (SRF) loan for the Wastewater Treatment Plant (WWTP) Redundancy Project. SRF loans are a low cost approach for public agencies to fund major water and wastewater projects. The interest rates fluctuate based on roughly half of the most recent State of California's General Obligation Bond Rate. Currently, 20- to 30-year financing is offered for interest rates below 2%. The Rate Study included the assumption of a 30-year loan with 3% annual interest rate.

SRF offers both a planning/design loan and a construction loan. Repayment does not begin until one year after project completion.

DISCUSSION

The SRF construction loan application consists of four packages: financial, environmental, technical, and general information. The District submitted the general information package on April 12, 2016. District and consultant staff will complete the environmental and technical packages using information from previous studies and work efforts.

The attached proposal from BWA includes preparation of the financial package, including cash flow projections and other items that may be requested by State Water Resources Control Board after they review the initial submittal.

The District requested a proposal from BWA since they recently completed the Rate Study and are well-qualified in municipal financing including preparation of SRF applications. The

proposal is cost-effective because BWA completed the District's Rate Study and has an in-depth understanding of the District's finances.

Their proposal includes preparation of the financial package and supporting documents, as well as technical support on an as-needed basis during the SRWCB review process. The total contract amount is \$12,500 on a time and materials basis (including \$12,000 fee plus direct expenses, not to exceed \$500). The budget cannot be exceeded without requesting additional authorization in writing.

OPTIONS

1. Approve Staff's recommendation to execute the District's professional services agreement with Bartle, Wells, and Associate and adopt the attached resolution.
2. Do not Approve Staff's recommendation and direct staff as to how to proceed

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Attachments:

Resolution 2016-347

Attachment A: Agreement for Professional Services – Coordination of a Financial Assistance Application for a Stat Revolving Fund Loan

RESOLUTION NO. 2016-347

A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AUTHORIZING AND DIRECTING THE INTERIM DISTRICT ADMINISTRATOR OR DESIGNEE TO ENTER INTO AN AGREEMENT WITH BARTLE WELLS ASSOCIATES FOR COORDINATION OF A STATE REVOLVING FUND FINANCIAL ASSISTANCE APPLICATION

WHEREAS, the District needs to complete an application for low-rate financing from the Clean Water State Revolving Fund Loan Financing Program; and

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

WHEREAS, the District has obtained a proposal for professional services dated March 28, 2016 from Bartle Wells Associates ("Consultant"), offering to assist the District with completion of the Financial Assistance Application for State Revolving Fund financing and associated required documentation; and

WHEREAS, based on Consultant's qualifications and experience as a firm specializing in providing financial advisory services to public entities, together with Consultant's specific knowledge of the District through recent work preparing a wastewater rate study for the District, it appears that Consultant's proposal best meets District's needs for the project; and

WHEREAS, hiring Consultant to provide receiving water monitoring survey services for District is consistent with District's Purchasing Guidelines, as adopted by Resolution 2014-314, which provide that the District Manager is the District's agent for purchasing services more than \$7,500 but less than \$45,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, of a quality to assure efficient running of the wastewater plant, and give a local preference in contracts with a bid price less than \$45,000.

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

1. An AGREEMENT FOR PROFESSIONAL SERVICES – COORDINATION OF A STATE REVOLVING FUND FINANCIAL ASSISTANCE APPLICATION with Bartle Wells Associates is hereby approved in substantially the form attached hereto as Exhibit "1;" and

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

PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District held April 20, 2016.

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR

AGREEMENT FOR PROFESSIONAL SERVICES – COORDINATION OF A FINANCIAL ASSISTANCE APPLICATION FOR A STATE REVOLVING FUND LOAN

This Agreement is made on _____, 2016, by and between Bartle Wells Associates, a California _____ (“Consultant”), and the South San Luis Obispo County Sanitation District (“District”), in Oceano, California, based on the following recitals:

1. The District needs to complete an application for low-rate financing from the Clean Water State Revolving Fund Loan Financing Program; and
2. The District currently does not have staff available to complete this task; and
3. The District has obtained a proposal for professional services dated March 28, 2016 from Bartle Wells Associates (“Consultant”), offering to assist the District with completion of the Financial Assistance Application for State Revolving Fund financing and associated required documentation; and
4. Based on Consultant’s qualifications and experience as a firm specializing in providing financial advisory services to public entities, together with Consultant’s specific knowledge of the District through recent work preparing a wastewater rate study for the District, it appears that Consultant’s proposal best meets District’s needs for the project; and
5. Hiring Consultant to provide coordination of a State Revolving Fund financial assistance application for District is consistent with District’s Purchasing Guidelines, as adopted by Resolution 2014-314, which provide that the District Manager is the District’s agent for purchasing services more than \$7,500 but less than \$45,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, of a quality to assure efficient running of the wastewater plant, and give a local preference in contracts with a bid price less than \$45,000.

NOW, THEREFORE, IT IS AGREED:

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

2. **General.**

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

2.02. Services to be Performed. Consultant shall determine the method, details and means of providing coordination of a State Revolving Fund financial assistance application for the District. More specifically, Consultant agrees to perform the specific services listed in Exhibit “A.”

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

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

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

2.06. Exhibits. Exhibits “A,” “B,” and “C” are attached and incorporated.

3. **Consultant’s Obligations.**

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for and be employed by additional individuals or entities, in Consultant’s sole discretion, as long as the

performance of these extra-contractual services does not interfere with or present a conflict with District's business.

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

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

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

4. Miscellaneous

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

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

To Consultant:
Bartle Wells Associates
1889 Alcatraz Avenue
Berkeley, CA 94703

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

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

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

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

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

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

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

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

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

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

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

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

CONSULTANT

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT

By:

By:

APPROVED AS TO FORM:

District Counsel

EXHIBIT “A”

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

Consultant will assist the South San Luis Obispo County Sanitation District with completion of the Financial Assistance Application for State Revolving Fund (“SRF”) financing for the District’s Redundancy Project.

More specifically, Consultant will perform the following key tasks:

Project Team Orientation - To initiate work, hold a conference call with District staff, engineering consultants, and others as appropriate, to identify objectives and financing needs, establish a project schedule, and identify project team roles and responsibilities. Consultant can also assist the District with retaining a qualified bond counsel if needed.

Complete SRF Financial Assistance Application – Complete the Financial Assistance Application along with required Tax Questionnaire and any other required application forms. Put together an application package that includes the completed application and required attachments and submit to SRF. Coordinate with the District’s SRF Project Manager to ensure all required information is submitted to SRF’s approval.

Assist District with Adoption of Required Resolutions - The SRF Financing Program requires the District’s Board of Directors to adopt and submit a number of resolutions as part of the Financial Assistance Application. Work with District Counsel to obtain Board adoption of required resolutions.

Update Financial Projections – As needed, update the District’s financial projections with any updated project cost, debt service, or other information, and submit to SRF to demonstrate compliance with SRF debt service covenants.

Remain Available to Respond to Questions and Info Requests – Remain available to address any questions or information requests from SRF related to completing the SRF Financial Assistance Application. Remain available at all reasonable times and on reasonable notice for meetings and for consultation with District staff, attorneys, consulting engineers, and others as necessary.

Additional Services – Consultant will remain available to provide additional financial advisory and consulting services as directed by the District.

EXHIBIT “B”

Consultant will provide the services in accordance with this Agreement for a not-to-exceed fee of up to \$12,000, plus direct expenses (not to exceed \$500 unless approved in advance by the District Administrator).

Consultant will invoice District for services on a monthly basis based on time and materials as provided in Consultant's Billing Rate Schedule 2016, which will remain in effect for this project. The Billing Rate Schedule 2016 is page 8 of Consultant's Proposal dated March 28, 2106, and it is incorporated as though fully set forth here.

In addition to the services provided under this proposal, the District may authorize BWA to perform additional services for which the District will compensate BWA based on consultants' hourly rates at the time the work is performed, plus direct expenses. Additional services may include, but are not limited to:

☐ Changes in project scope

☐ Any other services not specified

If the project is terminated for any reason, Bartle Wells Associates is to be reimbursed for professional services and direct expenses incurred up to the time notification of such termination is effective as provided above in this agreement.

EXHIBIT "C"
INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

C. Deductibles and Self-insured Retentions

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

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

D. Other Insurance Provisions

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

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

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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