



**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, January 06, 2016 at 6:00 p.m.

Board Members

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

Agencies

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

Alternate Board Members

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

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

1. CALL TO ORDER AND ROLL CALL

2. 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.

3. CONSENT AGENDA:

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 Any Board Member may request that any item be withdrawn from the Consent Agenda to permit discussion or to change the recommended course of action.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

3A. Review and Approval of Minutes of Meeting of December 16, 2015

3B. Review and Approval of Warrants

4. PLANT SUPERINTENDENT'S REPORT

5. BOARD ACTION ON INDIVIDUAL ITEMS:

5A. APPOINTMENT OF JOHN CLEMONS AS THE DISTRICT'S REPRESENTATIVE TO SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ZONE 1 AND 1A, ADVISORY COMMITTEE

Staff recommends that the Board appoint John Clemons as the District's representative to the San Luis Obispo County Flood Control and Water Conservation District Zone 1 and 1A, Advisory Committee.

5B. CONTRACT WITH MICHAEL K. NUNLEY AND ASSOCIATES, INC. FOR GENERAL ENGINEERING SERVICES

Staff recommends that the Board of Directors adopt Resolution 2016-339, authorizing and directing the Interim District Administrator to execute a contract with Michael K. Nunley and Associates, Inc., for general engineering services, in an amount not to exceed \$100,000.

5C. CONTRACT WITH JOHN RICKENBACH FOR REDUNDANCY PROJECT PERMITTING

Staff recommends that the Board of Directors adopt Resolution 2016-337, a Resolution authorizing and directing the Interim District Administrator to enter into an agreement with John F. Rickenbach Consulting for permitting, environmental review, and regulatory coordination services for the redundancy project, in an amount not to exceed \$32,000.

5D. REDUNDANCY PROJECT PERMITTING UPDATE

Staff recommends that the Board of Directors receive and file this update from Mike Nunley and John Rickenbach on the status of the permitting process for the Redundancy Project.

5E. CONTRACT WITH GRAY ELECTRICAL CONSULTING AND ENGINEERING, LLC FOR PRELIMINARY DESIGN OF MECHANICAL BAR SCREEN ELECTRICAL/INSTRUMENTATION SYSTEM

Staff recommends that the Board adopt Resolution 2016-338, authorizing and directing the Interim District Administrator to enter into a contract with Gray Electrical Consulting and Engineering, LLC for preliminary design of mechanical bar screen electrical/instrumentation system, in an amount not to exceed \$8,300.

6. MISCELLANEOUS ITEMS

6A. Miscellaneous Oral Communications

6B. Miscellaneous Written Communications

7. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR

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

8. 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 December 16, 2015
6:00 P.M.

1. CALL TO ORDER AND ROLL CALL

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

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

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chairman Hill opened the public comment period.

Ron Holt, Debbie Peterson, Patty Welsh, April McLaughlin, Andrea Seastrand, Brad Snook, Sharon Brown, Patricia Price, and Mary Lucey all gave comment in favor of releasing the Knudson Report of Past Management Practices which they believe to be the Closed Session item.

Legal Counsel stated that Closed Session is protected under the Brown Act and asked that the Board wait until after Closed Session to respond to the public's comments.

The Board reiterated that they had not received the Knudson Report of Past Management Practices, and that it will be released to the public as soon as possible. The Board is and has always been committed to disclose the report.

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

3. CONSENT AGENDA

3A. Review and Approval of the Minutes of the November 18, 2015 Meeting

Chairman Hill opened the public comment period.

April McLaughlin and Andrea Seastrand commented on the Knudson Warrant.

Debbie Peterson is concerned of the amount of legal bills.

Director Shoals asked for clarification on the Knudson warrant. Superintendent Clemons reported that the warrant is for the “not to exceed” amount, not necessarily the final invoiced amount from Knudson. Knudson has used additional hours not included in this warrant in finalizing the report.

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

Action: Minutes of November 18, 2015 were approved as presented by roll call vote 2-0 with Director Guerrero abstaining.

3B. Review and Approval of Warrants

Motion: To approve warrants with the following two exceptions:

- The Board directed legal counsel to review the invoice from Interim Legal Counsel, BHFS.
- The Board approved payment of the Knudson invoice from 11/6/15 but declined to pay the 12/6/15 invoice until the final product is presented.

Action: Motion approved unanimously by roll call vote.

4. PLANT SUPERINTENDENT’S REPORT

Plant Superintendent Clemons presented the Plant Superintendent’s Report which shows that On December 3rd the District lab reported a fecal coliform result of 5400 MPN/100mL. This result exceeded our NPDES permit limitation of 2000MPN/100mL. Staff notified Katie DiSimone (RWQCB) in writing and by phone voice message. This is the District’s first violation since July 31, 2015. Three violations in a 180 day period trigger a mandatory minimum fine.

The sample results for each of the three day prior to the exceedance event showed values of less than 1.8 MPN/100mL. Three samples for the days following the exceedance event were less than 1.8 MPN/100mL. The chlorine concentration in the CCT was at 6 parts-per million (twice the normal concentration) at the time the sample was collected on December 3rd. The effluent BOD value for the composite sample collected for December 3rd to December 4th was 24mg/L. All of these facts suggest that the high fecal coliform reading was more than likely an error. Staff has taken no corrective action at this time.

Mr. Clemons also spoke about the maintenance, safety and training, and projects being done by Staff at the Plant.

There being no public comment, Chairman Hill closed the public comment period.

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

5. BOARD ACTION ON INDIVIDUAL ITEMS:

5A. REDUNDANCY PROJECT REGULATORY PERMITTING

Staff was not ready to present this item. The Board tabled this item to a future agenda.

5B. EMERGENCY PREPAREDNESS REPORT

The Board of Directors received a verbal report on storm preparedness from Superintendent.

Chairman Hill opened the public comment period.

Mary Lucey is not in favor of verbal reports and asks the Board to require written reports.

Interim District Administrator Clemons announced that this information can be found on the District website.

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

Action: The Board received the report.

5C. ROTATION OF DISTRICT BOARD MEETING LOCATION

Staff recommended that the Board approve to commence with a six-month meeting location rotation cycle starting January 2016. Staff recommends that the meetings be held at the Arroyo Grande City Chambers the first 6 months of 2016 and then move to the OCSD Board Room starting June of 2016.

Chairman Hill opened the public comment period.

Beatrice Spencer, April McLaughlin, and Patricia Price all are in favor of keeping the meetings in Arroyo Grande.

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

Motion: To approve staff recommendation as presented.

Action: Approved unanimously by roll call vote.

5D. ELECTION OF OFFICERS

Director Shoals and Director Guerrero thanked Chairman Hill for his service to the Board as Chairman.

There being no public comment, Chairman Hill closed the public comment period.

Motion: To elect Director Shoals as Chairman and Director Guerrero as Vice Chairman.

Action: Approved unanimously by roll call vote.

6. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications
None to report.

- B.** Miscellaneous Written Communications
None to report.

7. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR

Acting District Administrator Clemons announced the following items will be on future agendas:

- Update and report from MKN and Rickenbach on the Redundancy Project.
- 2014/2015 Audit will be presented January 20, 2016.
- Annual Yearly Report to State Water Resource Quality Control Board will be presented at the February 3, 2016 meeting.
- Prop 218 Hearing will be at the February 17, 2016

8. PUBLIC COMMENT ON CLOSED SESSION

Chairman Hill introduced Closed Session.

Chairman Hill asked for public comment.

Ron Holt, Tim Brown, and April McLaughlin all commented on the Closed Session item.

Chairman Hill closed the public comment period.

The Board went into Closed Session at 7:36pm.

9. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

Action: Legal Counsel reported that the Board directed staff to work with Mr. Knudson to finalize the report and present it to the public as soon as possible.

10. ADJOURNMENT

There being no further business to come before the Board, Chairman Hill adjourned the meeting at approximately 8:29p.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
01/06/2016 FY 2015/16

VENDOR	BUDGET LINE ITEM	REFERENCE	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
AMERICAN FLAG AND GIFT	HOUSEHOLD	146786A	010616-9951	8035	189.00	189.00
ARAMARK	UNIFORMS	12/11; 12/18; 12/25	52	7025	723.17	723.17
BARTLE WELLS ASSOCIATES	RATE STUDY	1007C	53	7089	7,128.28	7,128.28
BROWNSTEIN HYATT FARBER SCHRECK	INTERIM LEGAL COUNSEL	OCTOBER/NOVEMBER	54	7070	17,371.25	17,371.25
CARQUEST	AUTOMOTIVE	822184	55	8032	12.90	12.90
CENTRAL COAST FENCE	STURCTURE AND GROUNDS	77234	56	8061	7,719.00	7,719.00
CHARTER	COMMUNICATIONS	DECEMBER	57	7013	295.29	295.29
CITY NATIONAL BANK	COGEN EISA-DEPT	09-028	58	20-7096	37,398.30	37,398.30
CPS HR CONSULTING	ADVERTISEMTNES/LEGAL & RECRUIT	351058	59	7005	5,536.04	5,536.04
DATA SUPPORT CO., INC.	LAB SUPPLY'S	51653	60	8040	264.50	264.50
DOWNEY BRAND	OUTSIDE LEGAL	LITIGATION	61	7070	8385.44	8,385.44
FASTENAL	SAFETY SUPPLY'S	CAS1415306	62	8056	95.17	95.17
FLUID RESOURCE MANAGEMENT	EMERGENCY EQUIPMENT REPAIR	W13323	63	26-8070	2,693.52	2,693.52
HERTZ EQUIPMENT RENTAL	CAPITAL EQUIPMENT	75520978-001;	64	26-8010	44,774.55	58,900.25
	EQUIPMENT MAINTENANCE	75530153-001		8030	14,125.70	
HD SUPPLY	TOOLS	10004481796	65	8055	39.82	39.82
II SUPPLY	SAFETY SUPPLY'S	35969	66	8056	94.84	159.36
	EQUIPMENT MAINTENANCE	36087		8030	64.52	
JB DEWAR	FUEL	803841	67	8020	158.79	158.79
JIM HILL	BOARD MEMBER	DECEMBER	68	7075	100.00	100.00
JOHN SHOALS	BOARD MEMBER	DECEMBER	69	7075	100.00	100.00
MATTHEW GUERRERO	BOARD MEMBER	DECEMBER	70	7075	100.00	100.00
MICHAEL K. NUNLEY & ASSOC.	REDUNDANCY PROJECT	REDUNDANCY PHASE 1	71	20-8070	3,808.25	3,808.25
O.E.C.	CHEMICAL ANALYSIS	1504832; 1504839	72	7078	536.00	536.00
POLYDYNE, INC.	PLANT CHEMICALS	1016113	73	8050	919.13	919.13
PRAXAIR	EQUIPMENT RENTAL	54481796; 54445506	74	7032	202.20	361.46
	EQUIPMENT MAINTENANCE	54535924		8030	159.26	
SAFETY-KLEEN	EQUIPMENT MAINTENANCE	68940222	75	8030	65.00	65.00
SPRINT	COMMUNICATIONS	NOVEMBER	76	7014	141.25	141.25
TIGER DIRECT	EMPLOYEE PURCHASE PROGRAM	SIMPSON	77	1065	484.28	484.28
VWR	LAB SUPPLY'S	8043375579; 8043426148; 8043499729	78	8040	537.46	537.46
SUB TOTAL					\$ 154,222.91	\$ 154,222.91
GRAND TOTAL					\$ 154,222.91	\$ 154,222.91

We hereby certify that the demands numbered serially from 010616-9951 to 010616-9978 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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Date: December 31, 2015

To: SSLOCSD Board of Directors

From: John Clemons, District Superintendent

Subject: **Superintendent's Report**

Operations

Chart 1 – Plant Data

December 2015*	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	2.06	3.3	466	33.5	441	40.	248	220	92.8
High	2.23	4.1	494	38.3	480	47	5400	313	
Limit	5.0			40/60/90		40/60/90	2000		80
CY 2014 Monthly									
Average	2.35	3.8	392	26	430	31	87	188	93.4
High	2.70	4.8	444	34	470	39	1600	250	

- * = Plant data through December 31th.

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

TSS results are a little high, but consistent with values from this same time last year. All other process values are well within limits.

Maintenance

- Removed and replaced sweeper arm on final clarifier.
- Cleared sediment from condensate drain on boiler.
- Lubricated sweep drives on all clarifiers.

- Dis assembled and repaired broken check valve at #3 recycle pump.
- Recalibrated ferric chloride pump.
- Repaired hose tip at Cl2 pump at bug box.
- Reset fusible plug at flare.
- Completed installation of VFD at recycled water station.
- Work Orders.

In-Progress

- Garing, Taylor, and Associates is working with staff to review and ensure the integrity of the District's **A.G. Sewer Bridge**.
- Staff is working with MKN and Associates Engineers on **grit removal system** RFP.
- Staff has begun planning for installation of **a mechanical bar screen** in the headworks.
- **Secondary Process Redundancy Project** – Permitting update. RFQ update.
- **Satellite Water Resource Recovery Facilities** Planning Feasibility Study – Update on meeting with other regional agencies.

Training

- Staff attended in-house safety training on the “OSHA Top Ten Industrial Hazards”.
- Staff attended a Safety Success Recognition Dinner at A. J. Spurs. The dinner was in recognition of 1 complete year (12 months) of operation with zero reportable injuries or accidents.

Best regards,

John Clemons
Superintendent



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Staff Report

To: Board of Directors

From: John Clemons, Interim District Manager

Date: January 06, 2016

Subject: **APPOINTMENT OF JOHN CLEMONS AS THE DISTRICT'S
REPRESENTATIVE TO SAN LUIS OBISPO COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT ZONE 1 AND 1A,
ADVISORY COMMITTEE**

RECOMMENDATION:

That the Board appoints John Clemons as the District's representative to the San Luis Obispo County Flood Control and Water Conservation District Zone 1 and 1A, Advisory Committee.

BACKGROUND

In 2001, the San Luis Obispo County Board of Supervisors formed the San Luis Obispo County Flood Control and Water Conservation District Zone 1 and 1A, Advisory Committee to provide input on the maintenance and operation of the flood control facilities for the Arroyo Grande and Los Berros Creeks. The Advisory Committee is made up of seven members. Due to the District's significant interest in successful operation of the flood control facilities, the District has traditionally been represented on the Advisory Committee. The County of San Luis Obispo staff has requested that the Board formally appoint the District's representative.

DISCUSSION:

Mr. Clemons currently serves as both the District Administrator and the Plant Superintendent for the Sanitation District. Mr. Clemons has attended each of the past three Annual Emergency Flood Preparedness training sessions given by the SLO County Public Works Division and the Office of Emergency Services. He is also very familiar with flooding issues and concerns at the wastewater treatment plant.

FISCAL CONSIDERATIONS:

There will be no fiscal impact.

Options

1. Appoint another individual to be the District's representative to the Zone 1 and 1A, Advisory Committee.
2. Decline to appoint a representative to Zone 1 and 1A, Advisory Committee and request that the District no longer participate on the Advisory Committee.

John Clemons
Interim District Manager



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Staff Report

To: Board of Directors

From: John Clemons, Interim District Administrator

Date: January 6, 2016

Subject: **CONTRACT WITH MKN AND ASSOC., INC. FOR GENERAL ENGINEERING SERVICES.**

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Interim District Administrator to execute a contract with Michael K. Nunley and Associates, Inc., for general engineering services.

BACKGROUND

For many years, the District has relied on contract services to perform engineering, planning, and management tasks on their behalf. This eliminates the need to hire full-time staff and allows the District to contract with specialists for each task, reducing cost to provide needed expertise to the District.

Over the past several months, District staff has engaged MKN to provide project management, planning, engineering, design, and construction management services for several critical District projects. As a firm that focuses efforts on providing water, wastewater, and recycled water planning and engineering services to public agencies, and is located in Arroyo Grande, MKN is uniquely suited to provide general engineering services to the District on an “as-needed” basis.

MKN was started in 2012 by Mike Nunley, a former Vice President and Regional Wastewater Practice Leader for AECOM, a Fortune 500 company. Mr. Nunley resides in Arroyo Grande but while at AECOM, had been involved in major wastewater and recycled water programs throughout California, Washington, Oregon, and Hawaii. The firm includes ten (10) staff in two (2) offices and provides a variety of water, wastewater, and recycled water services for agencies from Los Angeles County through Monterey County, and east to Kern County.

MKN’s staff includes three principals ff who were part of the California leadership team at AECOM. Hourly rates are on par with, or slightly below, other local firms even though the firm has planning and engineering capabilities that are equivalent to those of national firms.

Local and regional wastewater projects performed by the MKN team, while at MKN or with prior firms, include the following:

- Nipomo CSD Southland Wastewater Treatment Facility Planning and Design
- San Luis Obispo Water Reclamation Facility Sustainable Solutions Turnkey Design-Build Project
- City of Atascadero Headworks Bar Screen and Treatment Plant Master Plan
- City of Morro Bay Water Reclamation Facility Program Management and Construction Management
- General Services Agreement (as a subconsultant) with the City of Oxnard, Water Replenishment District of Southern California, West Basin Municipal Water District, and City of Gonzales
- Process Optimization Study and Biotower Evaluation for City of Oxnard Wastewater Treatment Plant (as a subconsultant)
- City of Santa Maria WWTP Operation & Maintenance Manual Update
- Nipomo CSD Blacklake Wastewater Treatment and Collection System Master Plan and Headworks Rehabilitation Design
- City of Guadalupe Wastewater Collection and Treatment System Master Plan

DISCUSSION

MKN is currently providing engineering services for District staff on several projects (such as Redundancy Project, Grit Removal Project, Mechanical Bar Screen Project). The scope of most of MKN's work thus far has been to assist District staff in preparing projects for the bidding process.

FISCAL CONSIDERATIONS

Fund 19-7077 Professional Services – Engineering currently has an available balance of \$99,125.

All of the projects that MKN is working on have been approved and funded in the FY 2015-16 Budget.

Authorizing this agreement does not commit the District to use MKN for any particular task. MKN is only authorized to charge time and expenses to the District if a Task Order is approved by District staff.

OPTIONS

1. Authorize Interim District Administrator to execute contract.
2. Reject contract.
3. Authorize contract with changes.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Attachment A – Professional Services Agreement
Attachment B – Resolution 206-339

AGREEMENT FOR GENERAL ENGINEERING SERVICES

This Agreement is made on _____, by and between Michael K. Nunley & Associates, Inc. ("Consultant") and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. District does not have engineering staff to perform design engineering, planning, permitting, project management, operational support, and construction management services for maintenance, repair, rehabilitation, or capital improvement projects.
2. Consultant has the expertise in wastewater treatment engineering, recycled water engineering, project management, and construction management services and is located within ten (10) miles of the District Wastewater Treatment Plant.
3. Procuring engineering and project management services on an "as-needed" basis allows the District to obtain necessary expertise without incurring the cost and responsibility of additional staff.
4. Hiring Consultant to provide general engineering 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 \$175,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, and of a quality to assure efficient running of the wastewater plant.

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

2.02. Services to be Performed. District engages Consultant to perform general engineering services on an "on-call" basis as required by District. Specific services to be provided by Consultant will be outlined in future Task Orders to this Agreement (hereinafter referred to as the "Services"). Consultant will provide all Services outlined in the Task Orders in accordance with the terms of this Agreement. Consultant shall determine the method, details, and means of performing the Services. Consultant may, at Consultant's own expense, employ such employees, or assistants Consultant deems necessary to perform the Services. District may not control, direct or supervise Consultant's employees or assistants in the performance of the Services. Task Orders shall be in writing and shall be approved by both District and Consultant.

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 future Task Orders to this Agreement. ***Consultant shall not provide services in excess of \$100,000 without advance District Board approval of an amendment to this contract.***

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

2.06. Exhibits. Exhibit "A" is attached and incorporated.

3. **Consultant's Obligations.**

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services

for and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.

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

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

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

4. Miscellaneous

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

To District:
Attn. (Interim) District Administrator
South San Luis Obispo County
Sanitation District
P.O. Box 339
Oceano, CA 93475-0339

To Consultant:
Attn: Michael K. Nunley, PE
PO Box 1604
Arroyo Grande, CA 93421

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.

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:

By:

APPROVED AS TO FORM:

District Counsel

EXHIBIT "A"
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. Rental 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, except the workers compensation policy, 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.

RESOLUTION NO. 2016-339

**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 MICHAEL K. NUNLEY &
ASSOCIATES, INC. FOR GENERAL ENGINEERING SERVICES**

WHEREAS, the District currently does not have staff to perform general engineering services including design engineering, planning, permitting, project management, operational support, and construction management services for maintenance, repair, rehabilitation, or capital improvement projects at its wastewater treatment plant; and

WHEREAS, District staff needs to consult on an ongoing, as-needed basis with an engineer in order to properly run its wastewater plant

WHEREAS, the District has engaged Michael K. Nunley, Inc. to perform general engineering services for several individual and ongoing projects; and

WHEREAS, Michael K. Nunley, Inc. has performed previous engineering services in the District's best interest at acceptable cost; and

WHEREAS, Michael K. Nunley, Inc. is properly licensed to perform the engineering services the District requires; and

WHEREAS, Michael K. Nunley, Inc. is willing to perform the services District requires;

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

1. An AGREEMENT FOR GENERAL ENGINEERING SERVICES with Michael K. Nunley, 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, and to take all steps necessary to secure the needed engineering services.

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

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR



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

Staff Report

To: Board of Directors

From: John Clemons, Interim District Administrator

Date: January 6, 2016

Subject: **REDUNDANCY PROJECT REGULATORY PERMITTING**

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Interim District Administrator to execute an agreement with John F. Rickenbach Consulting (JFR) for Regulatory Permitting Consulting related to the District's Wastewater Treatment Facility Redundancy Project.

BACKGROUND

The Sanitation District has begun the preliminary phases of the WWTP Redundancy Project and has met several milestones:

- A work plan identifying permitting constraints, schedule, and a project budget has been submitted by Michael K. Nunley and Associates (MKN) and accepted by the Board.
- A Request for Qualifications for Engineering Design has been issued and five (5) consulting firms attended the mandatory preproposal meeting.
- Initial consultations with California Coastal Commission staff, San Luis Obispo County Planning staff, and State Water Resources Control Board State Revolving Fund staff have been conducted to initiate permitting and funding efforts.

District staff recommends initiating the permitting process, including completion of an application for a Coastal Development Permit with the California Coastal Commission and beginning the California Environmental Quality Act compliance process. This will allow staff to identify and address concerns from regulatory agencies early in the process, prior to beginning detailed engineer design.

JFR Consulting has been part of the MKN & Associates team for the work accomplished to date. The firm's principal, John Rickenbach, has extensive experience in local, state, and federal environmental planning and permitting and has provided a cost-effective approach to meeting the permitting needs for the project.

DISCUSSION

JFR Consulting has submitted the attached proposal for redundancy project permitting services. The cost estimate to provide these services is a not to exceed fee of up to \$32,000. Additional technical studies required by permitting agencies, or requests for information required by the agencies, could require additional effort but the budget for unforeseen tasks cannot be anticipated at this time.

FISCAL CONSIDERATIONS

Funding for this service will come from Fund 19-7077, Professional Services – Engineering. This fund has a current available balance of \$99,125.

OPTIONS

1. Authorize Interim DA to execute agreement with JFR Consulting.
2. Authorize agreement with changes as directed by the Board.
3. Do not authorize the Interim DA to execute agreement.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Attachment A – Permitting Services Proposal by JFR Consulting.
Attachment B – Draft Agreement for Professional Services
Attachment C –Resolution 2016-337



John F. Rickenbach Consulting
7675 Bella Vista Road
Atascadero, California 93422

805/610-1109
JFRickenbach@aol.com

December 10, 2015

John Clemons
Interim Administrator
South San Luis Obispo County Sanitation District
(Submitted Electronically)

Subject: SSLOCSD – Wastewater Treatment Facility Redundancy Project Permitting Proposal

Dear John:

This letter provides a scope of work to perform permitting services related to the update to the SSLOCSD – Wastewater Treatment Facility Redundancy Project, based on recent agency direction described in our letter dated 17 November 2015.

Background: Consultation with County and Coastal Commission Staff

San Luis Obispo County staff had originally indicated that it would likely be the permitting agency, issuing a Minor Use Permit to serve as the Coastal Development Permit (CDP) for the project. It also stated that because the proposed project would be processed with a Minor Use Permit, and is simply an expansion of the existing use on the site, no determination of Land Use consistency would be needed; for that reason, the County had previously asserted the project would not be considered appealable to the Coastal Commission.

Since then, County planning staff (Rob Fitzroy and Matt Jansen) have determined that the project is actually located in “original jurisdiction” of the Coastal Commission. Only the Coastal Commission has the authority to issue CDPs in such areas, not local agencies such as the County. They said that the District would need to work with Coastal staff on processing a permit, unless Coastal was willing to cede that authority to the County.

Following up with Daniel Robinson at the Coastal Commission, he agreed with that assessment. At the same time, he acknowledged from the permitting history that the County had in fact issued several CDPs for previous actions on the site, but did not know why that occurred. He indicated that this should not have occurred, and that Coastal should have been the permitting agency, because by law Coastal cannot give up permitting authority for projects within “original jurisdiction.”

For that reason, our proposed scope of work assumes that permitting would be processed through the California Coastal Commission. The specific steps associated with permitting are described below:

Permitting Process per Coastal Commission Staff

Coastal staff described the following procedure for moving forward with permitting for the redundancy project. The key points are summarized below:

1. The District should file a CDP application with the Coastal Commission, not the County;
2. Coastal staff would then determine whether the project would be considered relatively minor or not; i.e, if a determination of consistency and compliance with Coastal Act policies can be made relatively easily;
3. Coastal staff would inform the District of this determination within 30 days of the application;
4. If the project was determined to be “minor”, then staff could prepare to issue the CDP once the following have occurred:
 - the County certifies that all other possible County permits have been obtained (if any), which could relate to constructing and operating the new facilities;
 - the District complies with CEQA

In this case, the permit application would be presented to the Coastal Commission board for approval, but as part of the equivalent of a “consent agenda” item, with no discussion or presentation, and a brief staff report.

5. If the project was determined to be more substantial, potentially requiring more analysis or possible conditions, then staff could still prepare to issue the CDP subject to the procedure described above, except that there would be a formal presentation to the Coastal Commission, with a detailed staff report, public input, and likely a presentation needed from the District.
6. The timing for securing a CDP, depending on how staff’s initial review of the application goes, could be anywhere from 2-6 months. This presumes that the County determines its permitting needs (if any) in a timely manner to support the CDP, and CEQA compliance can be completed within that timeframe.

A. SCOPE OF SERVICES

JFR Consulting proposes the following work program to provide Coastal permitting and coordination as needed. It also assumes JFR would prepare the CEQA document, and coordinate with Coastal staff as needed.

Task 1. Prepare Coastal Permit Application. JFR will address the following tasks related to preparing the Coastal Development Permit application:

- *Initial Coordination with Coastal and County Staff.* JFR will review existing project documentation and coordinate with Coastal staff to confirm permitting objectives and

approach. Our current proposal assumes that no regulatory resource permitting will be required relative to biological or cultural resources, since the new development would all take place on a previously disturbed and developed site, and will not affect offsite resources within the jurisdiction of regulatory resource agencies related to these resources. JFR will also coordinate efforts with County staff, specifically to identify what County permitting requirements (if any) would be needed to inform the CDP application.

- *Application Preparation.* JFR staff will prepare the CDP application based on Coastal requirements and documentation. JFR will submit the application in digital form and augment as needed based on feedback from Coastal staff. Our scope of work and cost assumes that Coastal staff will determine that the project is relatively “minor”, as described in Item 4 above.

Task 2. CEQA Compliance. JFR will address the following tasks related to CEQA compliance:

- *CEQA Documentation.* JFR will prepare the CEQA document, likely to be a Mitigated Negative Declaration. The MND process would take roughly 2-4 months, depending on the nature of the study and level of public involvement. Our current proposal assumes that no technical studies will be required relative to biological or cultural resources, since the new development would all take place on a previously disturbed and developed site, and will not affect offsite resources. Our proposal also assumes that the Coastal Commission, as lead agency, would prepare and circulate any needed notices. However, JFR is available to assist with this effort, as needed.

Task 3. Meetings and Regulatory Staff Coordination. JFR will address the following tasks related to meetings and coordination:

- *Coastal Staff Meetings.* Our scope assumes regular phone and email coordination as needed with Coastal staff, as well as up to three (3) meetings or public hearings throughout the process.
- *County Staff Coordination.* Our scope assumes regular phone and email coordination as needed, as well as up to two (2) meetings with County staff to coordinate their supporting permitting needs, if any.
- *Other Regulatory Agency Coordination.* Our scope assumes email coordination as needed with staff at key resource regulatory permitting agencies, including the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and Regional Water Quality Control Board. Although resource regulatory permitting is not anticipated at this time, we will work with the District to provide a scope of work to provide these services, if needed as a result of coordinating with these agencies.

B. COST ESTIMATE

John F. Rickenbach Consulting will provide services in accordance with our scope of work for an estimated not-to-exceed fee of up to **\$32,000**. This fee includes all project management, technical work, meetings, report preparation and other tasks associated with the overall assignment. It also reflects John Rickenbach's billing rate of \$150 per hour.

Estimated Cost and Timing

Based on the Coastal permitting and CEQA review needs described above, the following table presents an estimated cost and schedule for the review of these actions. Note that these could change subject to further input from Coastal staff.

Project Cost Category	Estimated Cost	Timing	Assumptions/Comments
Coastal Development Permit	\$12,000	2-6 months	Includes application preparation and coordination. Also assumes that Coastal staff determines this is a relatively "minor" permit process, as described above.
Coastal Commission Permit Fees	TBD	NA	Proposal does not include CCC filing fee, which is TBD, based on the cost of the project development. Assuming a project cost of "\$500K to \$2 million", the application fee would be \$11,080. See attached fee schedule.
CEQA Review	\$15,000	3-4 months	Assumes Mitigated Negative Declaration; also assumes no technical studies are needed
Meetings and Hearings	\$5,000	Ongoing	Assumes up to 3 meetings with Coastal and 2 with County staff, plus phone and email communication.
Estimated Totals	\$32,000	3-6 months	

Our cost estimate is just that—an estimate. Experience suggests that these processes often take unanticipated directions, and sometimes certain tasks require more (or less) effort than originally estimated. With that in mind, our proposed scope of work and related cost estimate are based on the following assumptions:

1. *John Rickenbach will be the Project Manager and single point of contact.*
2. *Our scope includes attendance at a project kickoff meeting, and contact with key regulatory agencies described above. Additional meetings are possible at \$150 per hour on a time and materials basis.*
3. *The scope of work does not include any subconsultant tasks or fees. If the SSLOCSD desires to prepare technical studies related to biological resources, cultural resources, or other specialty studies, we will provide a separate cost estimate for those services.*

4. *We assume the SSLOCSD and/or MKN will incur all printing costs, and that all deliverables will be sent in electronic form.*
5. *If additional hours are needed in the process, or if additional time is needed for meetings and coordination because of unforeseen project complexities, we will notify MKN as early as possible to determine how best to address these issues. If all parties agree, we will request additional funding for items not in the original scope of work.*
6. *We can re-allocate portions of the budget to different tasks if MKN determines that the time is better allocated to such tasks.*
7. *Travel-related expenses are included in cost estimates.*

We intend to invoice on a time-and-materials basis, not to exceed the total fee shown above.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the SSLOCSD and consulting team. Additional work not included within our proposed work program will be completed only upon written authorization on a time-and-materials basis. This offer for services is valid for 60 days. Questions regarding the proposal and accompanying cost estimate may be directed to John Rickenbach at 805/610-1109, or at JFRickenbach@aol.com.

C. SCHEDULE

We are assuming that once the SSLOCSD approves the contract, our work will be completed within 3-6 months.

* * *

Thank you for the opportunity to assist you on this important effort. If you have questions, please feel free to call me anytime at 805/610-1109.

Sincerely,

JOHN F. RICKENBACH CONSULTING



John Rickenbach, AICP
Principal Planner

**AGREEMENT FOR PROFESSIONAL SERVICES FOR PERMITTING,
ENVIRONMENTAL REVIEW, AND REGULATORY COORDINATION SERVICES**

This Agreement is made on _____, 2015, by and between John F. Rickenbach Consulting, a sole proprietorship ("Consultant"), and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. The District is pursuing completion of a project which will add redundancy features to its wastewater treatment plant; and
2. The project is envisioned to include improvements located in an area of original jurisdiction of the California Coastal Commission; and
3. In order to proceed with the project, the District needs to perform environmental review under the California Environmental Quality Act, prepare an application for Coastal Development Permit, and obtain approval of the permit; and
4. The District currently does not have staff available to complete these tasks; and
5. The District has obtained a proposal dated December 10, 2015 from Consultant offering to prepare documentation under the California Environmental Quality Act, prepare a Coastal Permit Application, and coordinate with staff of regulatory agencies with the goal of obtaining a Coastal Development Permit for the District's redundancy project; and
6. Based on Consultant's qualifications and experience, the District's needs, and Consultant's price, it appears that Consultant's proposal best meets District's needs for the redundancy project.

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, permit application, and regulatory agency coordination services related to the District's proposed wastewater treatment redundancy project. More specifically, Consultant agrees to perform the specific services listed in Exhibit "A."
 - 2.03. **District's Duties.** District's duties under this Agreement are to cooperate with Consultant in the performance of the contract and timely pay invoices.
 - 2.04. **Payment.** Payment terms under this Agreement are listed in Exhibit "B."

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

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

3. Consultant's Obligations.

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

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

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

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

4. Miscellaneous

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

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

To Consultant:
John F. Rickenbach Consulting
7675 Bella Vista Road
Atascadero, CA 93422

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.

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

[SIGNATURES ON NEXT PAGE]

CONSULTANT

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT

By: John F. Rickenbach

By:

APPROVED AS TO FORM:

District Counsel

EXHIBIT “A”

Task 1. Prepare Coastal Permit Application. CONSULTANT will address the following tasks related to preparing the Coastal Development Permit application:

- *Initial Coordination with Coastal and County Staff.* CONSULTANT will review existing project documentation and coordinate with Coastal staff to confirm permitting objectives and approach. Our current proposal assumes that no regulatory resource permitting will be required relative to biological or cultural resources, since the new development would all take place on a previously disturbed and developed site, and will not affect offsite resources within the jurisdiction of regulatory resource agencies related to these resources. CONSULTANT will also coordinate efforts with County staff, specifically to identify what County permitting requirements (if any) would be needed to inform the Coastal Development Permit application.
- *Application Preparation.* CONSULTANT staff will prepare the Coastal Development Permit application based on Coastal requirements and documentation. CONSULTANT will submit the application in digital form and augment as needed based on feedback from Coastal staff. Our scope of work and cost assumes that Coastal staff will determine that the project is relatively “minor”, as described in Item 4 above.

Task 2. California Environmental Quality Act (“CEQA”) Compliance. CONSULTANT will address the following tasks related to compliance:

- *CEQA Documentation.* CONSULTANT will prepare the CEQA document, likely to be a Mitigated Negative Declaration. This process will take roughly 2---4 months, depending on the nature of the study and level of public involvement. Our scope of work and cost assumes that no technical studies will be required relative to biological or cultural resources, since the new development would all take place on a previously disturbed and developed site, and will not affect offsite resources. We also assume that the Coastal Commission, as lead agency, would prepare and circulate any needed notices. However, CONSULTANT is available to assist with this effort, as needed.

Task 3. Meetings and Regulatory Staff Coordination. CONSULTANT will address the following tasks related to meetings and coordination:

- *Coastal Staff Meetings.* Our scope assumes regular phone and email coordination as needed with Coastal staff, as well as up to three (3) meetings or public hearings throughout the process.
- *County Staff Coordination.* Our scope assumes regular phone and email coordination as needed, as well as up to two (2) meetings with County staff to coordinate their supporting permitting needs, if any.
- *Other Regulatory Agency Coordination.* Our scope assumes email coordination as needed with staff at key resource regulatory permitting agencies, including the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and Regional Water Quality Control Board. Although resource regulatory permitting is not anticipated at this time, we will work with the District to provide a scope of work to provide these services, if needed as a result of coordinating with these agencies.

EXHIBIT “B”

Consultant will provide the services in accordance with this Agreement and Exhibit “A” for a not-to-exceed fee of up to \$32,000. This fee assumes:

- John Rickenbach will be the project manager and single point of contact.
- John Rickenbach’s fee is \$150 per hour.
- Mr. Rickenbach’s attendance at a project kickoff meeting and all regulatory agency coordination is included in the fee.
- This agreement does not include work by any subconsultants.
- All deliverables will be sent in electronic format.
- Travel-related expenses are included in cost estimates.

Consultant will invoice District for services on a monthly basis. Additional work not included within the proposal or exceeding \$32,000 will be completed only upon written authorization from District.

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.

RESOLUTION NO. 2016-337

**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 JOHN F. RICKENBACH
CONSULTING FOR PERMITTING, ENVIRONMENTAL REVIEW,
AND REGULATORY COORDINATION SERVICES FOR THE
REDUNDANCY PROJECT**

WHEREAS, the District is pursuing completion of a project which will add redundancy features to its wastewater treatment plant; and

WHEREAS, the project is envisioned to include improvements located in an area of original jurisdiction of the California Coastal Commission; and

WHEREAS, in order to proceed with the project, the District needs to perform environmental review under the California Environmental Quality Act, prepare an application for Coastal Development Permit, and obtain approval of the permit; and

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

WHEREAS, the District has obtained a proposal dated December 10, 2015 from Consultant offering to prepare documentation under the California Environmental Quality Act, prepare a Coastal Permit Application, and coordinate with staff of regulatory agencies with the goal of obtaining a Coastal Development Permit for the District's redundancy project; and

WHEREAS, based on Consultant's qualifications and experience, the District's needs, and Consultant's price, it appears that Consultant's proposal best meets District's needs for the redundancy project.

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 FOR PERMITTING, ENVIRONMENTAL REVIEW, AND REGULATORY COORDINATION SERVICES with John F. Rickenbach Consulting 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 December 16, 2015.

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR



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: January 6, 2016
Subject: Redundancy Project Permitting Update

RECOMMENDATION

Staff recommends that the Board of Directors receive and file this update from Mike Nunley and John Rickenbach on the status of the permitting process for the Redundancy Project.

BACKGROUND

The District Board of Directors has directed Staff to engage permitting agencies, with regard to the Redundancy Project, to assess potential issues with permitting for the project. Consultants Mike Nunley and John Rickenbach have begun discussion with both the County Of San Luis Obispo and staff at the California Coastal Commission.

DISCUSSION

Mike Nunley and John Rickenbach will be presenting the update.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator



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STAFF REPORT

To: Board of Directors

From: John Clemons, Interim District Administrator

Date: January 06, 2016

Subject: **MECHANICAL BAR SCREEN ELECTRICAL ENGINEER
CONTRACT**

RECOMMENDATION

Staff recommends that the Board authorize the Interim District Administrator (IDA) to enter into a contract with Gray Electrical Consulting and Engineering (GECE) for preliminary design of mechanical bar screen electrical/instrumentation system not to exceed \$8,300.

BACKGROUND

The design and construction of the mechanical bar screen in the headworks was approved in the District's FY 2015-16 budget. MKN Engineers have been working on a preliminary design for presentation with the RFP for this project. When design first began, District Staff was going to develop the electrical plan with the assistance of the District Electrician and an instrumentation consultant.

DISCUSSION

MKN has completed a preliminary design, but is waiting for the electrical design. MKN conferred with GECE on this project. GECE has submitted a contract with a total fee not to exceed \$8,300 for construction documents, construction administration and bidding. The contract has been reviewed by District Legal Counsel.

FISCAL CONSIDERATIONS

\$325,000 has been budgeted for the bar screen project. The \$8,300 required for this contract is well within the budget.

OPTIONS

1. Authorize Interim District Administrator to execute the contract.
2. Decline to authorize the IDA to enter into contract.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Attachment A – Agreement for Professional Services
Attachment B – Resolution 2016-338

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on December 18, 2015, by and between Gray Electrical Consulting and Engineering LLC, a California Limited Liability Corporation ("GECE") and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. The District requires electrical engineering design services to support installation of the mechanical bar screen at the District's wastewater treatment plant headworks, as well as an engineering opinion for cost of the electrical installation; and
2. GECE is licensed in California and qualified to supply District with the required services, and has been recommended by the District's current consultant to assist the District with these services; and
3. GECE is able and willing to supply the required services;

NOW, THEREFORE, IT IS AGREED:

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

2. **General.**

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

2.02. Services to be Performed. Consultant shall determine the method, details and means of providing electrical engineering services for the mechanical bar screen to be installed at the District's wastewater treatment plant headworks in Oceano. 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. John Clemons
Interim Dist. Admr./Plant Superintendent
South San Luis Obispo County
Sanitation District
P.O. Box 339
Oceano, CA 93475-0339

To Consultant:

Attn. Heather Gray
Gray Electrical Consulting + Engineering
P.O. Box 368
Santa Maria, CA 93456

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.

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: _____

By: _____

APPROVED AS TO FORM

By: _____

EXHIBIT A

Scope of Design Phase Services

Headworks Electrical. GECE will provide electrical engineering design services to specify building electrical systems including:

- a. Preparation of an electrical demolition plan.
- b. Development of electrical distribution system and single line diagram, specific to the scope of work.
- c. Line voltage feeders and branch circuits from point of service to load. Specification shall include voltage drop calculations (both starting and full load conditions), short circuit analysis, raceway and conductor specification, and specification of overcurrent/disconnecting means.
- d. Device locations in coordination with the Client. Note feedback on device locations shall be received prior to 50% construction documents milestone.
- e. Development of panel schedules and facility connected load. Demand calculations will be provided as required.
- f. Coordination with project consultants to specify line voltage power connection(s) to equipment.
- g. Coordination with Client to specify line voltage power connection(s) to specialty equipment.
- h. Specification of a conduit system (i.e. "rough-in") for low voltage systems. We assume I&C / SCADA low voltage cabling systems will be prepared by others and design drawings will be furnished to GECE for coordination.

Exclusions

- a. Electrical engineering services to specify electrical system upgrades, pursuant to capacity. We assume the existing electrical service and distribution onsite has adequate capacity to serve the project load.
- b. Emergency generator for optional standby distribution system.
- c. Load/line side connection of an alternative energy system to building electrical distribution system.
- d. Design and specification of alternate energy system.
- e. Design and specification of lighting protection system.
- f. Electrical coordination study, including arc flash analysis.

Opinions of Cost. GECE will prepare an engineering opinion for the probable cost of the electrical installation. The client understands and agrees that the engineering schedule, budget, and estimate or opinion of probable cost is not a guarantee, and is our opinion, intended to be a guide for the client.

Project Site Visits and Meetings. Two (2) project site visits to verify existing conditions and review the project with district representatives.

Scope of Construction Phase Services

Contractor Responsibilities. It is understood by the client that the Contractor, not GECE, shall be responsible for the construction of the project, and that GECE is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for the safety precautions, programs, or enforcement; or for construction means, methods, techniques, sequences, and procedures employed by the contractor.

Bidding Assistance. GECE will provide electrical design services as follows:

- a. Respond to contractor's questions during bidding.
- b. Issuing appropriate addendum exhibits as required.

During project bidding requests for clarification and or additional information shall be received in writing from the client or designated representative a minimum of two working days shall prior to the requested response date. GECE reserves the right to additional time (within the bid constraints) should the issue and/or solution require it. Bidding contractors shall not contact GECE directly, without authorization provided in writing from the Client.

Construction Administration. GECE will provide electrical design services as follows:

- a. Respond to contractor request for information during construction.
- b. Review and respond to project material and equipment submittals.
- c. Review and respond to project close out documentation (operation and maintenance manuals).
- d. One (1) project site visit for final observation and preparation of final electrical "punch list".

During construction requests for clarification and or additional information shall be received in writing from the client or designated representative. The contractor and subcontractors shall not contact GECE directly, without authorization provided in writing from the Client. All correspondence shall be forwarded through the Client or designated representative.

- a. All requests for information shall have a date indicated when feedback/direction is needed by. A minimum of two working days shall be provided for response. GECE reserves the right to additional time should the issue and/or solutions require it.
- b. The contractor shall allow a minimum of two weeks for material and product submittal responses. Should expedited review be required, an additional fee may be required at the discretion of GECE.
- c. Should additional job site visits be required in excess of what has been noted above, additional services will be provided on an hourly basis pursuant to GECE's time and material rates as identified in **Exhibit B**.

Onsite Visual Observations. GECE shall provide observation of the work performed by the Electrical Contractor in order to visually identify defective work or work not in accordance to the project plans and specifications. Should GECE identify or become aware of defective work on the project, GECE shall report said defective work to the client, coupled with a recommendation for the correction thereof. GECE's duties shall not be in substitute of the responsibilities of the electrical inspector or Authority Having Jurisdiction.

Drawings of Record ("As-Built's"). GECE shall review contractor record drawings for consistency with the plans, specifications, and documented field changes. GECE's review of record drawings does not constitute as approval for work performed outside of project plans and specifications. Drafting services for As-build records are available as an additional service and will be provided on an hourly basis pursuant to GECE's time and material rates.

Section 5 General

5.1.1 Consultant coordination with all trade is included in the scope of services. GECE will require a full coordination set (all trades) at specific project milestones (ie. Initial Plan check or prior to project permitting) for proper coordination. Either hardcopy or PDF digital format are acceptable.

5.1.2 Project specifications will be provided in master specification format. Project specifications will be submitted on the plans.

5.1.3 Electrical plans will be prepared via AutoCAD 2014. Please provide base files in a consistent format. Deliverables will be electronic PDF files with digital signatures. Hardcopies and wet signatures will be provided upon request. However, processing and reproduction fees will apply and are not included in the fixed fee quoted above.

5.1.4 Manufacturer specifications will be required for all specialty equipment requiring line voltage connection(s). Information will be required during schematic design.

5.1.5 The building owner will provide reliable and accurate as built documentation identifying installed systems.

5.1.6 GECE does not employ licensed electricians and will not remove equipment covers to observe energized equipment. GECE observations are visual in nature and may not account for existing conditions or code violations concealed from view and/or discovered during construction. The building owner shall be responsible to procure the services of a licensed electrician should in-depth field investigation be required to complete design services.

5.1.7 The owner shall retain services for ammeter recordings as required. Should GECE services be required to facilitate the set up / removal of recording device, preparation of field directives for the installing contractor, facilitating rental equipment, etc. additional services will be provided on an hourly basis pursuant to GECE's time and material rates as identified in **Exhibit B**.

5.1.8 Should the project require an escalated design or construction schedule, proper notification shall be made to GECE. GECE reserves the right to amend this contract should additional compensation be required to meet an escalated schedule.

5.1.9 GECE will provide construction details with respect to electrical systems only. GECE shall not be responsible for structural design/calculations such as, although not limited to: concrete equipment pads, concrete luminaire bases, equipment attachment to structure, etc.

5.1.10 GECE is not responsible for the specification of grading, painting of exposed electrical equipment/raceways, patching/repair of existing surfaces (asphalt, concrete, vegetation, etc.).

5.1.11 GECE is not responsible to locate existing underground infrastructure and may require the site to be USA'ed (Underground Service Alert) or detailed topographic information prior to the start of services.

Requirements for Electrical Design Work

1. Site Electrical

Connections to control panels and screening system and conveyance equipment as described on shop drawings provided by the Vendor.

Connections to site equipment specified under sections other than electrical that require line voltage connections when information and electrical requirements are forwarded to your office for coordination (i.e., motorized valves, e-stop, etc.).

Partial single line diagram and distribution system.

Electrical calculations (facility load, voltage drop, short circuit). Device

layout, circuiting and panel schedules.

Power requirements for special electrically powered equipment (load, voltage, connection type, location and other pertinent information will be provided)

Qualifications

Assumes existing service and electrical distribution has adequate capacity to service the new loads, no modifications to distribution necessary.

2. Communications

Conduit and boxes only for I&C/SCADA cabling described on shop drawings provided by the District.

3. General

Includes:

- Preparation of "as-built" drawings from Contractor's mark-up.
- Two (2) site visit field investigations to meet with District representative(s) and determine existing conditions.
- Electrical demolition information and/or demolition plan.
- Consultant Coordination.

Drafting:

- Drawings will be provided to GECE in AutoCAD 2013 or prior .dwg file format.

- Electrical specifications (CSI 6-digit format).
- Statement of Probable Construction cost. Excludes:

Floor plan revisions (other than minor changes resulting in consultant coordination) once authorized to proceed with construction documents and/or multiple base upgrades.

Structural calculations for equipment attachments to structure, concrete equipment pads, pole bases for site specific soil conditions, etc.

Detailed cost comparisons between optional systems and/or systems life cycle cost analysis .

4. Bidding Assistance

Issue addenda as required due to design clarifications or changes. Respond to bidder request for information.

5. Construction Administration

Material and Equipment shop drawing and product submittal review. Submittal reviews requiring more than two (2) reviews due to incomplete or incorrect data or substitutions shall be considered extra services and charged hourly at our published rates.

Respond to construction request for information.

One site visit for final observation and preparation of final electrical punch list. Additional progress site visits will be charged hourly, as needed.

Assumptions

All electrical installations will comply with current code requirements. Electronic files and other prints will be provided as needed/requested.

Catalog cut sheets with detailed electrical information will be provided prior to the start of design for all equipment requiring connection by the electrical contractor.

In the absence of as-built drawings or original contract documents, GECE will proceed with design based on information provided by the client and field investigations to determine existing conditions.

Capacity of existing equipment is adequate for proposed new load.

EXHIBIT B

Fee for Services

Design Phase Services

Construction Documents \$6,500 (fixed)

Construction Phase Services

Preparation of "As-Built" Drawings \$ Time and Materials

Bidding Assistance \$ 600 (Time and Materials Not to Exceed)

Construction Administration \$ 1,200 (Time and Materials Not to Exceed)

Time and Materials Services. Hourly billing rates are as follows. Overtime rates are 1.5 times the hourly rate, when services are provided beyond 8 hours in a given work day.

- a. *Professional Electrical Engineer at \$150 per hour;*
- b. *Electrical Designer & Electrical Project Manager at \$120 per hour;*
- c. *Electrical Drafting Technician at \$90 per hour;*
- d. *Secretarial at \$65 per hour.*

Reimbursable Expenses. Direct expenses shall be reimbursed. A line item for this cost will be included in monthly invoices. ***All travel must be approved in advance by the District Administrator.***

- a. *Reproduction, Postage, & Shipping at the actual cost plus ten percent (10%);*
- b. *Airfare, lodging, and travel expenses at the actual cost plus fifteen percent (15%);*
- c. *Mileage at the rate \$0.575 per mile.*

EXHIBIT C
INSURANCE REQUIREMENTS

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

C. Deductibles and Self-insured Retentions

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

reduce or eliminate such deductibles or self-insured retentions as respects the District, its trustees, officers, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

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

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

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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



CERTIFICATE OF LIABILITY INSURANCE

GRAYELE-01

DESU

DATE (MM/DD/YYYY)

9/30/2015

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

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

PRODUCER Brown & Brown Insurance License # 0D04053 P.O. Box 61010 Santa Barbara, CA 93160		(805) 965-0071	CONTACT NAME: Laura Decker PHONE (A/C, No, Ext): (805) 690-2615 E-MAIL ADDRESS: ldecker@bbofcal.com FAX (A/C, No): (805) 690-2715
INSURED Gray Electrical Consulting and Engineering LLC 1862 S. Broadway Santa Maria, CA 93456-		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Continental Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20508	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		B5093964097	4/19/2015	4/19/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B5093964097	4/19/2015	4/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		SFH288285818	11/1/2014	11/1/2015	Aggregate Limit \$2,000,000
B	Professional Liability		SFH288285818	11/1/2014	11/1/2015	Per Claim \$1,000,000

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

RE: South San Luis Obispo County Sanitation District - Headworks Improvements

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Michael K. Nunley & Associates, Inc.
P.O. Box 1604
Arroyo Grande, CA 93421-

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

AUTHORIZED REPRESENTATIVE

RESOLUTION NO. 2016-338

**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 GRAY ELECTRICAL
CONSULTING AND ENGINEERING, LLC, FOR ENGINEERING
SERVICES**

WHEREAS, the District needs to install equipment known as a mechanical bar screen at its wastewater treatment plant; and

WHEREAS, the District currently does not have staff to design the electrical/instrumentation system for portion of that equipment, which requires electrical engineering services; and

WHEREAS, the District has received a proposal from Gray Electrical Consulting and Engineering for preliminary design of an electrical/instrumentation system for a cost of \$8,300; and

WHEREAS, Gray Electrical Consulting and Engineering is properly licensed to perform the engineering services the District requires; and

WHEREAS, contracting with Gray Electrical Consulting and Engineering 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, and of a quality to assure efficient running of the wastewater plant.

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

1. An AGREEMENT FOR GENERAL ENGINEERING SERVICES with Gray Electrical Consulting and Engineering 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 January 6, 2016.

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR