



**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, November 18, 2015 at 6:00 P.M.

Board Members

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

Agencies

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

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.
- It may be the desire of the Board 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 November 04, 2015

3B. Review and Approval of Warrants

4. PLANT SUPERINTENDENT'S REPORT

5. BOARD ACTION ON INDIVIDUAL ITEMS:

5A. RFP for Redundancy Project Presented by Michael Nunley from MKN

Staff recommends that the Board of Directors review the Request for Proposals (RFP) for the Redundancy Project and direct Staff to proceed with the RFP process.

5B. Status of Personnel Policy Manual Update and Review

Status report on update of District Personnel Policies, presented by Alicia Lara from Lara HR Services.

5C. Billing Administration

Staff recommends the Board adopt a Resolution authorizing Interim District Administrator to enter into a Service Charge Billing Administration Agreement with NBS.

6. MISCELLANEOUS ITEMS

- 6A. Miscellaneous Oral Communications**
- 6B. Miscellaneous Written Communications**

7. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR

This is a new item on the agenda that will give the District Administrator the opportunity to present future agenda items.

8. PUBLIC COMMENT ON CLOSED SESSION

9. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
[Paragraph (1) of subdivision (d) of Government Code Section 54956.9]; 2 cases

- (1) *South San Luis Obispo County Sanitation District v. State Water Resources Control Board (Superior Court of Sacramento), case number 34-2012-80001209-CU-WM-GDS)*
- (2) *South San Luis Obispo County Sanitation District v. Special District Risk Management Authority (County of San Luis Obispo Superior Court) Case Number CV130473*

CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYMENT
Title; Recruitment of District Administrator

10. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

11. ADJOURNMENT

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 November 04, 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; Alternate Mary Lucey, Oceano Community Services District;

District Staff in Attendance: John Clemons, Interim District Manager & Plant Superintendent; Jena Shoaf, Interim District Counsel; Amy Simpson, District Bookkeeper/Secretary.

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chairman Hill opened the public comment period.

Debbie Peterson asked when the Knudson Report would be presented. Interim District Administrator Clemons responded that he believes it will be ready to be presented in December.

Julie Tacker and Patty Welsh both commented on litigation the District is involved in with the State Water Board and would like it to end. Patty Welsh asked if the District is capable to take the expected flows of El Nino?

Director Shoals clarified that no rate structure has been adopted by the Board for Sanitation Fees as mentioned by Julie Tacker in her comment.

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 October 21, 2015 Meeting

3C. Review and Approval of Warrants

Alternate Lucey asked to correct the spelling of Beatrice Spencer's name, to use consistency in titles for Directors and to change the roll call vote for item 5C to read 2-1.

Julie Tacker, Debbie Peterson, Patricia Price, Patty Welsh all commented on the legal warrants.

Legal Counsel Shoaf announced that the Downey Brand bill is due to filing an amended complaint.

April McLaughlin asked that the cost of Paychex be shown on the Warrant Register.

The Board directed staff to show the cost of Paychex separate from payroll cost on the Warrant Register.

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

Action: The Consent Agenda was approved with amendments to the minutes of October 21, unanimously by roll call vote.

4. PLANT SUPERINTENDENT'S REPORT

Plant Superintendent Clemons presented the Plant Superintendent's Report which shows that the plant numbers remain in regulatory compliance. Mr. Clemons spoke about the maintenance, safety and training, and projects being done by Staff at the Plant.

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

5. BOARD ACTION ON INDIVIDUAL ITEMS:

5A. CONSIDERATION OF CONTRACT WITH PERMANENT DISTRICT LEGAL COUNSEL

Staff recommended the Board authorize the Interim District Administrator to execute a contract with Stockton and Trujillo for District Legal Counsel.

Chairman Hill opened the discussion to the public.

Ron Holt, Julie Tacker, Debbie Peterson and Patty Welsh all commented on this item. They would like to emphasize how important transparency and sharing information with the constituents is to the District.

Mr. Trujillo responded to the comments. He could not identify any current Conflicts of Interest in groundwater litigation. If one should arise, he will identify and rectify. He has an ethical obligation and would notify the Board immediately if he felt there was an issue. In regards to responding to the public, he recommended that all requests should go through the District Administrator to control legal costs. There was a discussion about District Counsel contract. Mr. Trujillo stated for both himself and Mrs. Stockton that he was perfectly willing for the contract to be disclosed in as much as Counsel Shoaf and the Board would be comfortable with. Interim Counsel Shoaf read the highlights of the contract including costs and that there would be no charge for travel inside San Luis Obispo County.

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

Motion: Director Shoals made a motion to accept the staff recommendation as presented. Alternate Lucey seconded the motion.

Action: The Board approved unanimously by roll call vote to authorize the Interim District Administrator to execute a contract with Stockton and Trujillo for District Legal Counsel.

5B. CONSIDERATION OF CONSULTANT SERVICES CONTRACT FOR DISTRICT ADMINISTRATOR RECRUITMENT

Staff recommended the Board authorize the Interim District Administrator to execute a contract with CPS HR Consulting to provide professional recruitment services for the position of District Administrator.

Alicia Lara presented the background of the selection process. The cost will be \$23,000. The Board had previously authorized \$30,000 for this process. Interviews should take place in January.

Chairman Hill opened the discussion to the public.

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

Motion: Director Shoals made a motion to accept the staff recommendation as presented. Chairman Hill seconded the motion.

Action: The Board approved unanimously by roll call vote to authorize the Interim District Administrator to execute a contract with CPS HR Consulting to provide professional recruitment services for the position of District Administrator.

5C. TECHNICAL MEMORANDUM; INVESTMENT ANALYSIS

Staff recommended the Board receive, review, evaluate and file the Technical Memorandum, Investment Analysis for the Satellite Water Resource Recovery Facilities Planning Study presented by Dan Heimel, P.E. from WSC and direct staff as to next steps.

The Board had a discussion and asked Dan Heimel if the study had compared costs to other facilities? And if these costs were higher than upgrading the current plant. The Board also felt that this would be an opportunity to kick off a larger Regional Project and an opportunity to combine with Pismo in regards to their Reclaimed Water Facility Study.

The Board gave direction to pursue a regional solution and specifically hold discussions with Pismo Beach.

Chairman Hill opened the discussion to the public.

Julie Tacker feels this is a Water Supply project and asks the Board to bow out now. Feels the project would not benefit Oceano or Grover Beach.

Debbie Peterson asked about recycling at the current plant.

Dan Heimel responded that the benefit to all agencies is that reducing pumping of ground water basin benefits everyone and helps reduce sea water intrusion.

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

Motion: Director Shoals made a motion to table the study for now and give direction to staff to contact water purveyors, and local municipalities, Phillips 66 and other users and bring back in February/March.

Action: The Board approved unanimously by roll call vote to accept the motion as presented by Director Shoals.

5D. MEMBER AGENCY BILLING CONTRACT

Staff recommended the Board consider its options for billing services and authorize the Interim District Administrator to execute the Billing Contract with the Member Agencies according to the formula adopted by the SSLOCSD Board at the meeting of October 21, 2015.

Chairman Hill opened the discussion to the public.

Julie Tacker, Patty Welsh and Beatrice Spencer all commented in favor of having the District do the billing for Sanitation services to OCSD. Also, they would like an accounting of the \$15,000 base fee.

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

Motion: Director Shoals made a motion to direct staff to submit the draft contract to Grover Beach and Arroyo Grande and have the Sanitation District do the billing for OCSD and to bring this item back to the Board if the cost exceeds \$18,000.

Action: The Board approved unanimously by roll call vote to accept the motion as presented by Director Shoals.

6. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

B. Miscellaneous Written Communications

7. PUBLIC COMMENT ON CLOSED SESSION

Legal Counsel introduced Closed Session.

Chairman Hill asked for public comment.

Julie Tacker gave comment on the State Water Board case.

Chairman Hill closed the public comment period.

8. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Conference with legal counsel regarding existing litigation pursuant to paragraph (1) of subdivision (d) of section 54956.9 of the Government Code (two cases).

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

South San Luis Obispo County Sanitation District v. Special District Risk Management Authority (County of San Luis Obispo Superior Court) Case Number CV130473

Action: The Board received a report from legal counsel but took no reportable action.

9. ADJOURNMENT

There being no further business to come before the Board, Chairman Hill adjourned the meeting at approximately 9:15p.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
11/18/2015 FY 2015/16

VENDOR	BUDGET LINE ITEM	REFERENCE	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
AGP VIDEO, INC.	VIDEO PRODUCTION	10/7 10/21	1118-9862	7080	1,480.00	1,480.00
ALLIED ADMINISTRATORS	DENTAL	DECEMBER	63	6025	725.20	725.20
ARAMARK	UNIFORMS	11/6/2015 11/13/15	64	7025	504.45	504.45
AUTOSYS, INC.	CAPITAL EQUIPMENT	SCADA	65	20-8010	2,375.00	5,860.00
	CAPITAL EQUIPMENT	CENTRIFUGE		26-8010	3,485.00	
BANK OF THE WEST	CONFERENCES	OCTOBER	66	7050	472.86	850.06
	FUEL	OCTOBER		8020	168.41	
	OFFICE SUPPLIES	OCTOBER		8045	208.79	
BRENNTAG	PLANT CHEMICALS	BPI573228	67	8050	4,687.22	4,687.22
CSDA	MEMBERSHIP	2016 MEMBERSHIP	68	7050	5,659.00	5,659.00
CALPERS	RETIREMENT	ANNUAL UNFUNDED ACCRUED LIABILITY	69	6060	2,291.00	2,291.00
CO. SLO ENV. HEALTH SERV.	PERMITS/FEES/LICENSES	2016	70	7068	878.99	878.99
CCWT	LAB	TANK RENTAL	71	8040	60.00	60.00
ENGEL & GREY, INC	BIO SOLIDS COLLECTION	76322	72	7085	2,517.41	2,517.41
FANNY MUI	MEMBERSHIP	CWEA LAB GR. 2	73	7050	165.00	165.00
FASTENAL	SAFETY SUPPLY'S	CAS1414644	74	8056	600.67	600.67
GARING TAYLOR & ASSOC.	ENGINEERING	INFLUENT PIPELINE	75	26-8070	1,371.25	3,312.50
		SEWER BRIDGE		26-8015	1,941.25	
GROVER TOOL RENTAL	RENTAL EQUIPMENT	878	76	7032	64.90	64.90
JB DEWAR	FUEL	100808	77	8020	196.10	196.10
JOHN CLEMONS	MEDICAL REIMBURSEMENT	FY 15/16	78	6075	435.00	435.00
KROESCHE SCHINDLER, LLP	OUTSIDE COUNSEL	1393	79	7070	1,038.71	1,038.71
MINER'S	HOUSEHOLD	OCTOBER	80	8045	202.03	202.03
MOSS, LEVY & HARTZHEIM	AUDIT	FY14/15	81	7072	1,000.00	1,000.00
READY FRESH	HOUSEHOLD	OCTOBER	82	8045	44.50	44.50
ROYAL WHOLESALE ELECTRIC	EQUIPMENT MAINTENANCE	429847 429769	83	8030	5,425.16	5,425.16
SAFETY KLEEN	EQUIPMENT MAINTENANCE	68421721	84	8030	92.00	92.00
SM TIRE	AUTOMOTIVE	710257	85	8032	1,702.11	1,702.11
SOUTH COUNTY SANITARY	RUBBAGE	OCTOBER	86	7093	133.69	133.69
SPRINT	CELL PHONES	DECEMBER	87	7014	142.85	142.85
STANLEY	ALARMS	DECEMBER	88	7011	62.20	62.20
SWRCB	PERMITS/FEES/LICENSES	ANNUAL PERMIT FEES	89	7068	16,013.00	16,013.00
TPC TRAINCO	CONFERENCES	ELECTRICAL WORKSHOP	90	7050	3,960.00	3,960.00
U.S. POSTAL SERVICE	OFFICE SUPPLIES	ANNUAL PO BOX FEE	91	7015	164.00	164.00
VWR	SAFETY SUPPLY'S	8043070938	92	8056	48.98	48.98
WINEMA	SAFETY SUPPLY'S	240	93	8056	761.25	761.25
SUB TOTAL					\$ 61,077.98	\$ 61,077.98
SO. SLO CO. SANITATION DISTRICT	RABOBANK TRANSFER	PAYROLL	94		44,979.80	79,252.37
		PAYCHEX FEE			207.00	
		CALPERS			31,022.93	
		CONFERENCES		7050	1,692.82	
		COMMUNICATIONS		7011/13	747.75	
		OFFICE SUPPLIES		8045	22.07	
		COMPUTER SUPPORT		7015	370.00	
		REPLACEMENT EQUIPMENT		26-8010	210.00	
SUB TOTAL					\$ 79,252.37	\$ 79,252.37
GRAND TOTAL					\$ 140,330.35	\$ 140,330.35

We hereby certify that the demands numbered serially from 111815-9862 to 111815-9894 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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1600 Aloha Oceano, California 93445-9735

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

www.sslocsd.us

Date: November 13, 2015

To: SSLOCSD Board of Directors

From: John Clemons, District Superintendent

Subject: **Superintendent's Report**

Operations

Chart 1 – **Plant Data**

August 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	2.14	3.50	403	22.7	495	27.33	31	150	94.3
High	2.29	3.90	456	28.2	510	28.20	49	250	
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 November 13th.

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

Maintenance

- Troubleshoot and replaced actuator on boiler.
- Adjusted gas regulator on boiler.
- Flushed trickling filter.
- Unclogged sludge line at secondary clarifier.
- Replaced ISCO sampler at headworks.
- Unclogged scum hopper at primary clarifier.
- 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** – Update and presentation by MKN.
- **Satellite Water Resource Recovery Facilities** Planning Feasibility Study – Scheduled meeting with other regional agencies.

Training

- Staff attended a bi-annual safety training session on First Aid/CPR.
- Bookkeeper Simpson attended a one day training session on Accounting Practices.
- Operator II M. Lewis is in training for Lab Assistant.
- Superintendent Clemons and Operator II M. Arias attended the kickoff meeting of the Central Coast Water Reuse Organization and also attended the Governors Draught Task Force meeting held at Cal Poly SLO.

Best regards,

John Clemons
Superintendent



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www.sslocsd.org

To: Board of Directors

From: John Clemons, Interim District Administrator

Date: November 18, 2015

Subject: RFP for Redundancy Project

RECOMMENDATION

Staff recommends that the Board of Directors review the Request for Proposals (RFP) for the Redundancy Project and direct Staff to proceed with the RFP process.

BACKGROUND

At the September 2, 2015 Board meeting the Board approved a work plan and schedule for the SSLOCSD Redundancy Project. This work plan included the development of an RFP for Design Engineering. .

DISCUSSION

MKN & Associates, Inc., has prepared an RFP for Design of the Redundancy Project. As discussed in prior meetings, this project is necessary for ensuring the plant can operate if an existing treatment unit (biofilter or secondary clarifier) is out of service.

MKN and District staff have been participating in concurrent discussions with regulatory agencies (including the California Coastal Commission and County of San Luis Obispo) to determine jurisdiction, permitting issues, and possible constraints to be addressed during the design phase. Constraints identified in the work plan and through initial research include flood and tsunami risk, condition of existing pipelines, and soil conditions. Flood risk and permitting constraints related to coastal land uses will be addressed through consultation with regulatory agencies to identify permitting conditions, then development of preliminary and detailed design measures for meeting these conditions. An update on agency consultation and permitting issues will be provided to the Board on December 2, 2015.

It will be important to have the design firm on board by early March to provide support through negotiations, and to determine cost impacts of mitigation measures for consideration by the Board. Early communication and coordination between the project management team, District staff, and the design firm will be critical to managing the scope and cost of the project.

OPTIONS

- 1.** Approve the RFP and direct Staff to proceed with issuance of the RFP.
- 2.** Amend the RFP.
- 3.** Reject the RFP and direct Staff as to how to proceed

Best Regards,

John Clemons III
Superintendent/Interim District Administrator



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November 20, 2015

Subject: Notice Requesting Statements of Qualifications for Engineering Design Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Facility Redundancy Project

The South San Luis Obispo County Sanitation District (District) invites qualified firms to submit a Statement of Qualifications (SOQ) for professional engineering design services for the Wastewater Treatment Facility (WWTF) Redundancy Project.

A mandatory meeting for potential proposers will be held on Tuesday, December 8, 2015 at 2:00 P.M. in the District's Office, located at 1600 Aloha Place, Oceano, CA.

All SOQs must be physically received by the District's office by **4:00 P.M. PST on January 15, 2016.**

South San Luis Obispo County Sanitation District
1600 Aloha Place
Oceano, CA 93475

SOQs received after said time will not be considered. Submit SOQs in a sealed envelope, clearly labeled "SOQ for Engineering Design Services for the SSLOCSD WWTF Redundancy Project". SOQs will not be opened publicly.

A copy of the RFQ, including requirements for the SOQs, may be obtained through the District's website at sslocsd.org.

Inquiries regarding this RFQ should be provided in writing and directed to the District's Project Manager, Michael Nunley, at mnunley@mknassociates.us.

All inquiries or requests for modification or clarification in the RFQ must be received no later than 5:00 PM PST on December 15, 2015. Responses to all inquiries will be posted on the District website by December 18, 2015.

Sincerely,

John Clemons
WWTP Superintendent/ Acting General Manager

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I. INSTRUCTIONS TO PROPOSERS**A. Mandatory Pre-SOQ Meeting**

- B. A mandatory pre-SOQ meeting for this Request for Qualifications (RFQ) will be held on Tuesday, December 8, 2015 at 2:00 PM in the District's Office, located at 1600 Aloha Place, Oceano, CA

B. Receipt and Opening of SOQs

The South San Luis Obispo County Sanitation District (District) invites qualified firms to submit sealed SOQs for professional engineering design services for the Wastewater Treatment Facility (WWTF) Redundancy Project. SOQs will be received at the District's office by **4:00 P.M. PST on January 15, 2016**, located at:

South San Luis Obispo County Sanitation District
1600 Aloha Place
Oceano, CA 93475

An envelope containing five (5) hard copies and one electronic copy of the SOQ must be sealed and clearly labeled "SOQ for Engineering Design Services for the SSLOCSD WWTF Redundancy Project". Include the electronic copy in Adobe PDF format on a CD, DVD, or flash drive. FAX submittals will not be accepted.

SOQs will not be opened publicly. Any SOQ received after the established closing date and time will not be accepted and will be returned to the proposer unopened.

SOQs may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer's authorized agent must sign such request.

C. Examination of Requirements

Each proposer must carefully examine the requirements of the RFQ. Each proposer shall meet all of the terms and conditions of the RFQ. By submitting an SOQ, the proposer acknowledges acceptance of all provisions of the RFQ.

D. Communications and Availability of Staff

All timely requests for information submitted in writing will receive a written response from the District. Any oral communication shall not be binding on the District. All requests for information must be provided in writing and directed to the District's Project Manager: Michael Nunley at mnunley@mknassociates.us. To be considered, all requests for information must be received by 5:00 PM PST on December 15, 2015. Responses and addenda will be posted on the District's website by December 18, 2015.

The Project Manager and District staff are available for up to two (2) meetings and/or site visits with each potential proposer to discuss the project. All visits will be scheduled through the Project Manager by email (above) or by phone at (805) 904-6530. No meetings will be scheduled between December 21 and January 4, 2015.

II. DESCRIPTION OF WORK

A. Project Description

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

The existing treatment plant cannot meet effluent limits at the permitted design flow if the FFR or the secondary clarifier is out of service. There is no redundant unit for either process.

Attachment F, Section E of the attached NPDES Permit/WDR Order identifies the project proposed herein and notes its purpose is to allow the plant to handle increased strength of wastewater and provide redundancy in the secondary treatment process. The project is intended to allow major process units to be removed from service for maintenance or repairs without risking violation of effluent permit limits. The project is not intended to add capacity to handle higher flows than currently permitted, and no additional treatment capacity will be pursued by the District.

Project components are summarized below:

- Two activated sludge (AS) aeration basins
- One new secondary clarifier
- Fixed film reactor (FFR) effluent pump station
- Waste activated sludge (WAS) thickening equipment
- Blower, electrical, and motor control center (MCC) building
- Dewatered sludge conveyor
- Yard piping
- Site improvements
- Instrumentation and controls
- Electrical systems

The project will be completed within the existing plant site on property that has been previously disturbed. No additional property or offsite work will be required. Appendix B contains a site plan showing the WWTF and approximate locations of the proposed new process units. Concerns include coordination with District operations while the plant is operating, flood and tsunami protection, high groundwater, liquefaction potential, and possible appeal of any local planning decision to the California Coastal Commission.

The District has retained Michael K Nunley & Associates (MKN) to serve as the District's Project Manager for this effort. MKN will assist the District with procurement of the Design Consultant and the Contractor, review design documents, and lead the permitting and CEQA investigation for the Project. However, coordination and design support for permitting and CEQA services will be required from the Design Consultant. The Project Management Team will prepare the

Report of Waste Discharge based on the concept design report prepared by the Design Consultant.

The following studies were directed by the District to develop the project and can be provided upon request:

- Long-Range Plan - Wastewater Treatment Plant Improvements (2005, Kennedy/Jenks Consultants)
- Long-Range Plan - Activated Sludge System Preliminary Design Report (2008, Kennedy/Jenks Consultants)
- Preliminary Design Report Peer Review (2010, Carollo Engineers)
- Upgrading Existing Wastewater Treatment Plant Documentation Review and Update Probable Cost (2015, Kennedy/Jenks Consultants)
- Headworks Improvements Preliminary Design Report (September 3, 2015, MKN)
- Work Plan for Redundancy Project (September 11, 2015, MKN)
- Grit Removal System REVISED Preliminary Design Report (October 2, 2015, MKN)

B. Background

Existing Facility

The District is responsible for nearly nine (9) miles of trunk main and sewer lines, and receives wastewater flows from the City of Arroyo Grande, City of Grover Beach, and the Oceano Community Services District.

The District's Wastewater Treatment Facility (WWTF) is permitted for a dry weather flow of 5.0 million gallons per day (MGD) and operates under Waste Discharge Requirements (WDR) Order Number R3-2009-0046/ NPDES Number CA0048003. The plant utilizes a fixed film reactor, or trickling filter, with clarification to perform secondary treatment. Disinfection is accomplished through a chlorine contact chamber where sodium hypochlorite is added. The effluent is dechlorinated using sodium metabisulfite prior to discharge through the shared District/City of Pismo Beach ocean outfall. The District operates and monitors plant instrumentation using a Rockwell Software supervisory control and data acquisition (SCADA) system.

The plant's existing headworks includes an auger-type influent screen to protect downstream processes and equipment from large inorganic debris. The District is currently designing headworks improvements including a new screening and screenings conveyance system, and a grit removal system. It is anticipated that construction for the grit removal project and the headworks improvements will be completed by Fall and Winter of 2016, respectively.

Historical Flows

Incoming average annual daily flow for the previous fifteen years (2000-2014) is provided in Figure 1. Based on the data, the plant has experienced an Average Annual Daily Flow (AADF) of 2.69 MGD over the past 15 years. Average annual plant flows have continued to decrease since 2004. This is assumed to be associated with water conservation measures and current drought conditions. In 2014, the plant received an average of 2.34 MGD.

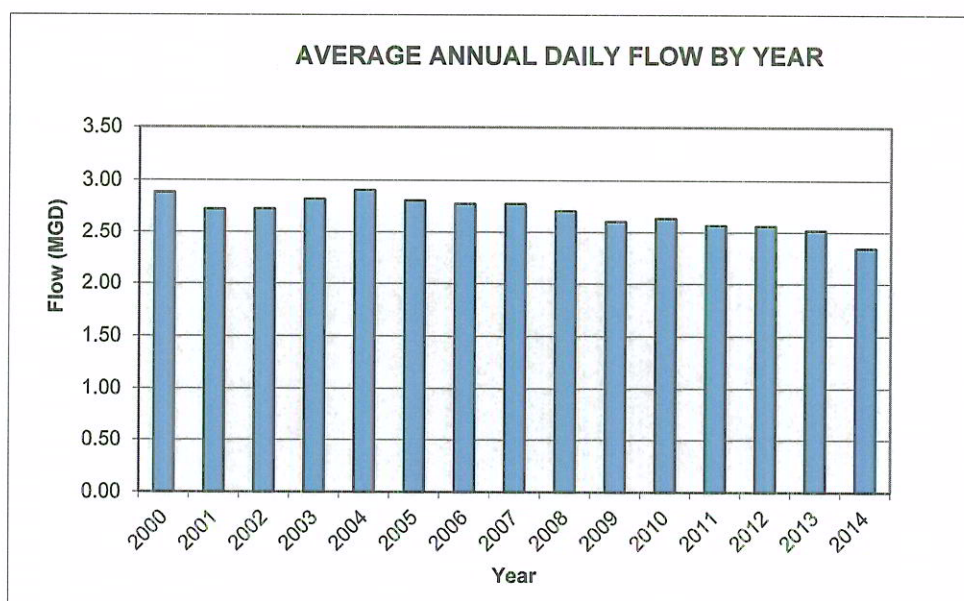


Figure 1 – SSLOCSD Wastewater Treatment Facility AADF (2000-2014)

Flows and peaking factors were recently evaluated for the grit removal and headworks improvement projects. Hourly influent/effluent flow data were reviewed for three consecutive days in April 2014, and three consecutive days in November 2014. These dates were selected by the District. During these periods, flows averaged approximately 2.0 MGD. Instantaneous peak hydraulic flow of 4.8 MGD (April 27, 2014) was recorded during these time periods

On July 7, 2005, Kennedy/Jenks Consultants (KJ) submitted a comprehensive engineering study titled "Long-Range Plan for Wastewater Treatment Plant Improvements," evaluating potential improvements to the wastewater treatment plant. The 2005 Kennedy/Jenks Consultants report was followed by a Peer Review Report by Carollo Engineers, which was submitted to the District on January 9, 2010. The purpose of the Carollo Report was to independently study and verify the Kennedy/Jenks Consultant's report and recommendations. Finally, on February 4, 2015, KJ submitted a report titled "Upgrading Existing Wastewater Treatment Plant Documentation Review and Update Probable Cost" which summarized the 2005 report and the Peer Review, and updated pertinent information.

The 2015 KJ report evaluated changes in wastewater flow characteristics since 1965, and provided projections for buildout flows based on revisions to the future population served. Table 1 below summarizes the recommended buildout flows from the 2015 report.

Table 1 - Projected Future (Buildout) Flows	
Average Annual Daily Flow (AADF)	4.2 MGD
Peak Daily Flow, Dry Weather (PDF)	4.9 MGD
Peak Daily Flow, Wet Weather (PDF)	8.4 MGD
Peak Hour Wet Weather Flow (PHWWF)	10.0 MGD

The headworks improvements projects (screening replacement and grit removal system) are being designed for these AADF and PHWWF. However, because of drop in efficiency, it is assumed the grit removal system will be bypassed at influent flow rates over 5 to 6 MGD.

Historical Loads

The 2015 KJ report recommended the following design basis that was originally presented in the 2005 KJ report.

Table 2 - Projected Future (Buildout) Influent Flows	
Average incoming total suspended solids (TSS, mg/L)	360
Average incoming TSS (lbs/day)	12,600
Average incoming biochemical oxygen demand (BOD ₅ , mg/L)	330
Average incoming BOD ₅ (mg/L)	11,280

In the District's 2014 Annual Report, the following influent concentrations were documented.

Table 3 – Influent Concentrations and Loads from 2014 Annual Report	
Average annual total suspended solids (TSS, mg/L)	406
Maximum month average TSS (mg/L)	433
Average annual biochemical oxygen demand (BOD ₅ , mg/L)	392
Maximum month average BOD ₅ (mg/L)	425

C. Scope of Work

The minimum scope of work for the Project is described below. Proposers are encouraged to review the requirements of the RFQ, examine reference documents and develop an approach and scope of services suited to the Project. The Design Consultant will provide survey, geotechnical, and engineering design services (including instrumentation/controls, electrical, mechanical, structural, process, and civil disciplines). Additional services may be considered, but should be presented separately as optional tasks.

1. Preliminary Design Services

The Preliminary Design Services should include investigations and design development. Previous design reports focus on the treatment process, including the nominal size and planning-level cost opinions of major unit process components. Permitting, geotechnical, condition assessment of existing facilities, other project costs and site constraints were outside the scope of the reports identified above. These issues could add cost and complexity to the project, and will be assessed early in the design process. Permitting, agency negotiation, and CEQA-related work will be handled separately by the District. Required tasks associated with preliminary design services include:

- a. Topographic and Structure Survey – The topographic survey should include acquisition of a Preliminary Title Report for boundary information, structures or facilities critical for integrating the Redundancy Project and plotable easements. The District will perform potholing of pipelines during design as described in part c below.
- b. Geotechnical Investigation – Soils conditions, including high groundwater and liquefaction potential, should be addressed along with their impact on foundation design.
- c. Pipeline Condition Assessment – Recent work at the WWTF Indicates that some buried piping has experienced significant corrosion and may require repair or replacement if modified or disturbed during construction. Condition of pipelines that will be modified for the new processes should be assessed during preliminary design to determine if repair or replacement is necessary. The consultant should work with the District and Project Management Team to determine which pipelines should be assessed. The District will pothole select pipelines in question to identify elevations and can excavate pipelines to assess the condition. The Design Consultant will develop repair/replacement recommendations and cost opinions for the preliminary design phase of the work, then provide final design of necessary improvements.
- d. Design Criteria – Design Consultant will review available plant data, prior reports, and identify any additional data requirements for design of the project. The design criteria presented in prior reports will be reviewed and updated or modified if appropriate.
- e. Flood Risk Mitigation – The preliminary design will include floodproofing measures for the WWTF after flood and tsunami risk are assessed by the District, in conjunction with permit negotiation. The SSLOCSD WWTF is located within both the 100-year Floodplain and the Tsunami Inundation Zone (see Appendices C and D). In a 2007 Memorandum (Wallace Group, Evaluating Flood Gates and Flood Conditions at the SSLOCSD WWTP), it is noted that a number of flood gates (at the Control Building, Power Generation Building, and the Final Clarifier) were not adequate for protection from the Base Flood Elevation (BFE). The analysis was based on the NAVD 29 datum. The BFE was updated in 2012 as shown in FEMA Flood Insurance Rate Map (included in Appendix C). The new BFE is based on the NGVD 88 datum.

The District will perform any necessary flood studies or investigations to evaluate impacts of new structures to the BFE, address permit agencies questions or concerns, and identify any existing plant facilities that require additional flood-proofing. The preliminary design should include a review of the analysis and preliminary design of flood-proofing measures for existing facilities and Redundancy Project components if appropriate. The Design Consultant will work collaboratively with District staff and the

Project Management Team to develop floodproofing measures for existing and new facilities.

- f. Sludge Thickening Alternatives – While a thickening centrifuge was identified as the preferred waste activated sludge (WAS) thickening equipment in prior studies, the Design Consultant should evaluate other options (including screw-type and rotary drum thickeners, at a minimum) and provide a recommendation to the District based on capital cost, total lifecycle costs (including chemical, power, operation/maintenance, and major service/replacement), and operability.
 - g. Concept Design Report – At a minimum, the Concept Design Report should summarize the results of the investigations; describe the proposed design for the WWTP Redundancy Project, refining and optimizing the project concept prepared by previous consultants; and provide the basis for design of new facilities, 30% design plans, anticipated list of construction sheets, list of specifications, recommendations, project schedule and opinion of cost. The conceptual design originally prepared by Kennedy Jenks Consultants was peer-reviewed by Carollo Engineers, then a response was prepared by Kennedy Jenks Consultants. The District is requesting that the Design Consultant identify any revisions or refinements to the conceptual design in the prior reports that will improve operability, water quality, and/or energy efficiency for the Redundancy Project.
2. Design Support for CEQA work – The permitting and CEQA investigation will be handled separately by the District's Project Manager. However, support services from the design consultant, such as project description, exhibits, and consultation on potential construction impacts may be required. An "as-needed" task will be established in the contract for engineering support.
3. Construction Documents – Develop 60%, 90%, and Final design plans and specifications required for competitive public bidding of the Project. Each design submittal shall be based on the previous and address comments from the District and the District's Project Management Team. The District will prepare and provide upfront documents (incorporating standard documents from the Engineers Joint Contract Documents Committee) for review by the Design Consultant. All technical specifications shall follow the Construction Specifications Institute Masterspec™ format. It is assumed the Design Consultant will revise the District's supplementary conditions and/or provisions to suit the project and will identify any discrepancies between District standard upfronts and the Consultant's technical specifications for resolution by District staff, the Project Manager, and the Design Consultant.
4. Meetings – Include a Kickoff Meeting and a sufficient number of progress meetings required for completion of required services. The District anticipates a minimum of one progress meeting associated with each Project deliverable and a formal update for the Board of Directors once per quarter.
5. Engineering Cost Opinion – Develop 60%, 90% and Final engineering opinion of cost.
6. Bid Phase Services – At a minimum, Bid Phase Services should include attending the pre-bid construction meeting, responding to requests for information, and providing letters of clarification and bid addenda as required.

7. Office Engineering During Construction – The Design Consultant will not provide construction management (to be provided by District staff and the Project Management Team) but will perform typical engineering services during construction (ESDC). Services should include developing a conforming set of construction documents, performing submittal review, providing responses to Requests for Information, reviewing and providing comments on Requests for Change, performing field visits, and development of construction as-built plans.

DRAFT

D. Project Schedule

The anticipated project schedule is summarized below. The dates are tentative and subject to change, based on permitting conditions, consultation with agencies, and other potential impacts that cannot be assessed at this time.

Table 4 – Anticipated Project Schedule	
Issue RFQ	November 20, 2015
Mandatory Pre-SOQ Meeting	December 8, 2015, at 2:00 PM
Written Questions Due	December 15, 2015, at 5:00 PM
Responses to Questions Posted	December 18, 2016
SOQs Due	January 15, 2016, at 4:00 PM
Notification of Consultant Shortlist/ Request for Proposal (at District's Option)	January 22, 2016
Proposal Submittal and/or Consultant Interviews (at the District's Option)	Week of February 1-5, 2016
Contract Negotiation with Top-Ranked Consultant	February 5-12, 2016
Consultant Selection / Board Approval	February 17, 2016
Notice to Proceed	March 3, 2016
Initial Feedback from California Coastal Commission and/or County Planning staff	June 30, 2016 (Goal)
Final Design Documents/ Permit Issuance	June 30, 2017
Construction Bidding	Summer – Fall 2017
Construction	Fall 2017 – Fall 2019

III. GENERAL TERMS AND CONDITIONS

A. SOQ Requirements

1. **Content:** The SOQ shall be concise, well organized and demonstrate the proposer's understanding of the Project and their applicable qualifications and experience. The SOQ shall be limited to thirty (30) pages, exclusive of resumes, cover letter (2 pages), graphics, fee schedule, project schedule, and covers. SOQs should include the minimum SOQ Content as described in Section IV. Any additional materials that will support your SOQ may be included. However, if they do not directly address the stated requirements, please include them in a separate appendix. The District will consider all material submitted, but concentrate on that which addresses the District's Project requirements.
2. **Subconsultants:** Identify all subconsultants to be used during the term of the project and provide a list of responsible staff and their qualifications. The Prime Consultant in the SOQ shall be responsible for a minimum of 60% of the Project work on a manhour basis. It is assumed the Prime Consultant will provide a Project Manager and/or Project Engineer who will serve as the Engineer of Record for the construction documents.
3. **Insurance:** The consultant shall obtain at their own cost an insurance policy meeting the District's requirements as described in the District's Standard Agreement (Appendix A).
4. **Consultant's compensation:** The Consultant shall include a fee schedule with hourly rates and the basis for charging other direct costs (including materials, travel, and subconsultants). A fee proposal will be requested from the top-ranked proposer(s) but will not be accepted at this time.
5. **Commitment:** The SOQ shall be signed by the individual with power to bind the company to the scope of work and approach identified in the document. Parts or the entire SOQ will be the basis for the subsequent proposal and contract for the work.
6. **Statement of Contract Disqualifications:** Consultant shall include a signed statement of whether it or any of its employees or officers who have a proprietary interest in it has ever been disqualified, removed or otherwise prevented from proposing on or completing a municipal government project for any reason. If so, provide a description and explanation of the circumstances.
7. **Exceptions:** Consultant shall certify that they take no exceptions to this RFQ, including but not limited to the provisions of the District's Standard Agreement (Appendix A). If the Consultant takes any exceptions, identify the specific portion and provide a full explanation.

B. Contract Award and Execution

1. The District reserves the right to reject any or all responses to this RFQ, waive any insubstantial irregularities in this RFQ or any SOQ, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFQ.
2. If a contract cannot be negotiated with a selected consultant for any reason, the District reserves the right to select the next most qualified proposer.
3. The District reserves discretion to determine the ability, competency and responsibility of the Consultants. Before award, Consultants may be required to furnish evidence of capability to adequately perform the work in a timely manner as deemed necessary by the District.

4. The Consultant shall provide proof of insurance in the coverages and amounts specified in Appendix A within 15 calendar days after notice of selection as a precondition to contract execution.
5. Even if selected, the District reserves the right to terminate any agreement reached with the selected firm at any time and in an appropriate manner.

IV. SOQ CONTENT AND SELECTION PROCESS

A. SOQ content

1. Cover letter/Executive Summary
2. Project Organization and Key Personnel – Provide a project organization chart showing the names of all key personnel assigned to the Project and their primary responsibility. Any changes in key personnel and subconsultants after the award of contract must be proposed in writing and approved by the District before any change is made.
3. Experience and References - Include professional references for five (5) similar projects performed with the proposed project team members. Provide project descriptions and current contact information for references that illustrate the quality of past performance of the project team.
4. Project Understanding -- Describe the consultant's understanding of the project. Identify the potential challenges and critical tasks, the recommended project approach, and describe how the consultant's team is best suited to address the key issues.
5. Proposed Scope of Work – Address and detail all the tasks identified in this RFQ. Additional tasks identified during development of the SOQ that may be applicable may be included as optional. Include a project schedule showing anticipated completion time for each task, assuming that the Project Management team can provide anticipated permit conditions from County Planning and/or California Coastal Commission by June 2016.
6. Design Fee – The Technical Memorandum, entitled SSLOCSD Work Plan for Redundancy Project (2015, MKN) provided a planning level cost opinion. The construction cost is estimated at \$12.3MM and the budget for design fee is \$1.4M. Provide comments on whether the estimated design fee is adequate or not. After development of a short list and interviews, a fee proposal will be requested from the top-ranked firm(s).
7. Exceptions, statement of past disqualifications, insurance certificate, and other items identified in Section III and throughout the remainder of this RFQ.
8. Resumes – Include resumes of all key personnel, including subconsultants, tailored for this project.

B. SOQ evaluation and consultant selection

Upon evaluation of the SOQs, the District will determine the top firm(s) they feel are most qualified for this Project based on the following criteria:

Table 5 – SOQ Evaluation Criteria	
Criteria	Maximum Points
Quality and clarity of SOQ, and understanding of the work	20
Experience of Project Manager and key team members <i>together</i> on similar projects	25
Firm's history of design projects with minimal construction change orders	25
Experience designing WWTP improvements in the Coastal Zone with similar site constraints (flood risk, tsunami risk, and soils)	30
Total	100

After developing a short list based on the SOQs, the District may choose to conduct interviews of the top ranked firms. However, the District reserves the right to make a selection based solely on the written SOQs. If interviews are conducted, the interviewed firms will be evaluated and re-ranked and the District will negotiate a final scope of work, fee, schedule and contract terms with the top ranked firm. If agreement on the Contract terms cannot be reached, negotiations will proceed with the next most qualified firm.

V. APPENDICES

- A. SSLOCSD Standard Agreement**
- B. Site Plan**
- C. FEMA Flood Insurance Rate Map (FIRM)**
- D. Tsunami Inundation Map**
- E. National Pollutant Discharge Elimination System (NPDES) No. CA0048003/Waste Discharge Requirements Order No. R3-2009-0046**

Appendix A

SSLOCSD Standard Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on [date], by and between , [insert name and business status] ("Consultant") and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. [insert text];
2. [insert text];
3. [Insert text].

NOW, THEREFORE, IT IS AGREED:

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

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

2.02. Services to be Performed. Consultant shall determine the method, details and means of providing [insert text] services. 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.

To Consultant:

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 Northern Santa Barbara, 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:

APPROVED AS TO FORM:

District Counsel

EXHIBIT "A"

EXHIBIT "B"

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.

Appendix B

Site Plan

SAN LUIS OBISPO
COUNTY AIRPORT

STANDBY POWER
BUILDING

LOCATION OF PLANNED
GRIT REMOVAL SYSTEM

STORAGE
FACILITY

MAINTENANCE
BUILDING

PRIMARY
CLARIFIER NO. 1

PRIMARY
CLARIFIER NO. 2

POTENTIAL LOCATION -
AERATION TANK (N)

POTENTIAL LOCATION -
BLOWER BUILDING (N)

PRIMARY
DIGESTER

SLUDGE
THICKENER

CENTRIFUGE

SECONDARY
CLARIFIER

SECONDARY
DIGESTER

CHLORINE
CONTACT
TANK

CONTROL
BUILDING
& OFFICE

MOTOR
CONTROL
CENTER

SLUDGE
DRYING BEDS

HEADWORKS/
INFLUENT PUMPING

ARROYO GRANDE CREEK
LEVEE

FIXED FILM
REACTOR

ALOHA

1-
(N)

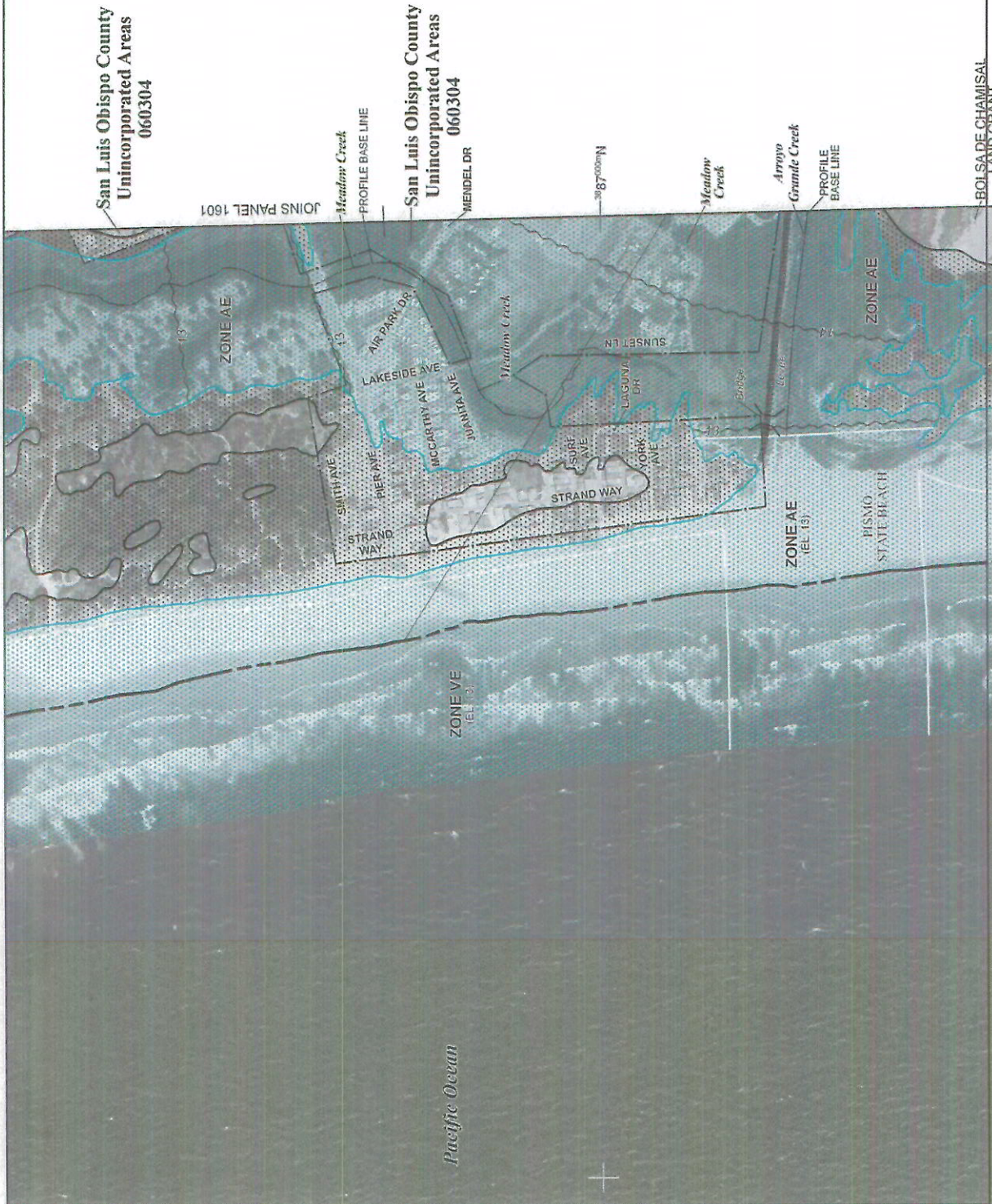
Appendix C

FEMA Flood Insurance Rate Map (FIRM)

ANCE Program at C-800-635-6620.



MAP SCALE 1" = 500'



PANEL 1582G

FIRM

FLOOD INSURANCE RATE MAP
SAN LUIS OBISPO
COUNTY
CALIFORNIA
AND INCORPORATED AREAS

PANEL 1582 OF 2050
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
NUMBER: PANEL 1582G
COMMUNITY: 060304
CITY OF: SAN LUIS OBISPO COUNTY
STATE: CA
ZIP: 93401

Notes to User: This Map Number refers to the Flood Insurance Rate Map (FIRM) which is the official source of flood hazard information. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msc.fema.gov.



MAP NUMBER
06079C1582G
MAP REVISED
NOVEMBER 16, 2012

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM On-Line. This map does not reflect changes to the flood hazard information that have occurred since the date of the original map. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msc.fema.gov.

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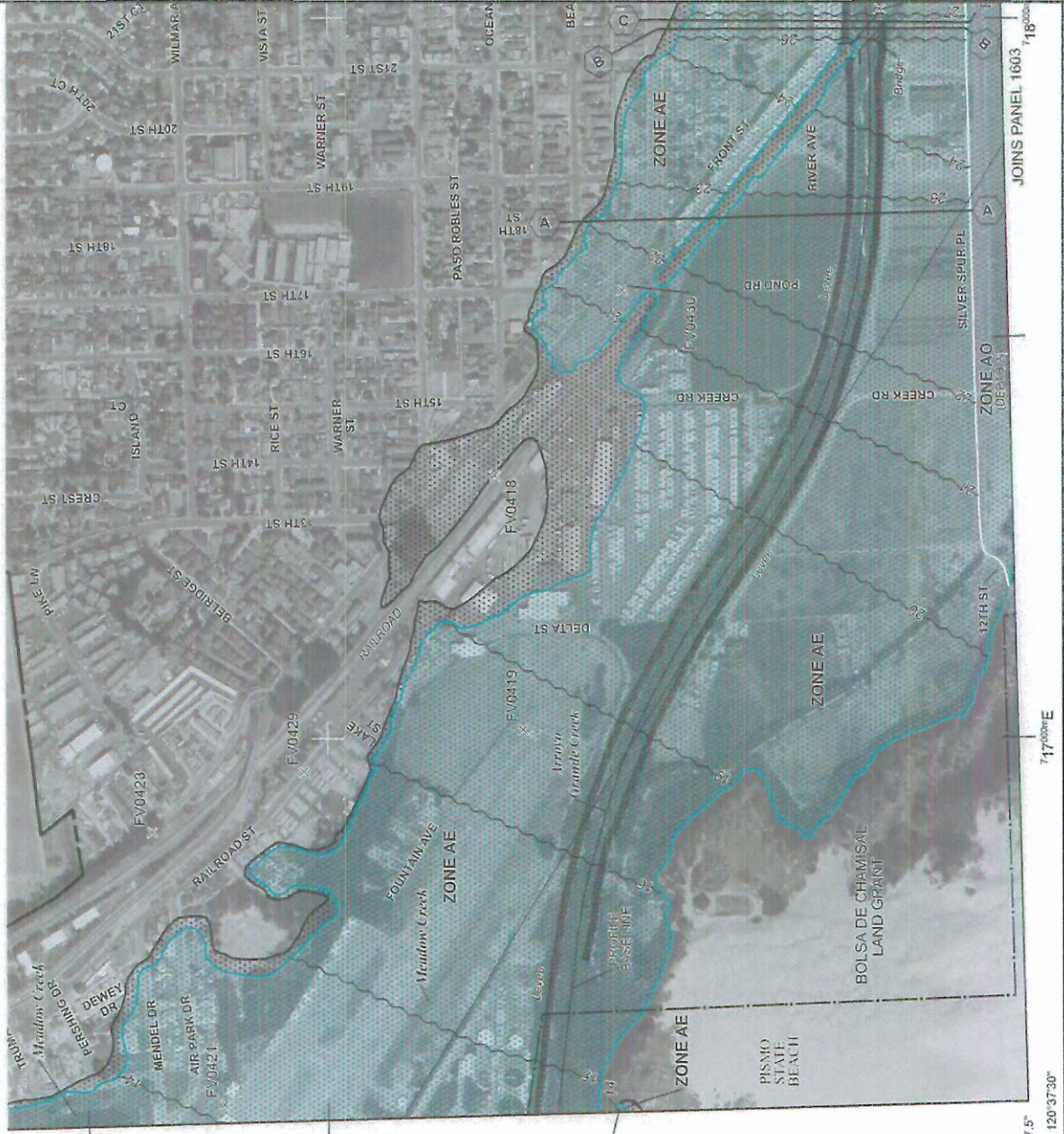


MAP SCALE 1" = 500'



NFIP
NATIONAL FLOOD INSURANCE PROGRAM

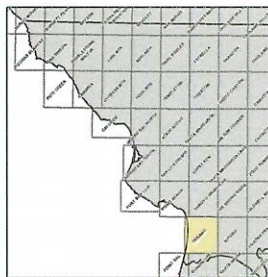
PANEL 1601G
FIRM
FLOOD INSURANCE RATE MAP
SAN LUIS OBISPO
COUNTY,
CALIFORNIA
AND INCORPORATED AREAS
PANEL 1601 OF 2050
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
COMMUNITY:
SAN LUIS OBISPO
DATE:
NOVEMBER 16, 2012
MAP NUMBER:
06079C1601G
MAP REVISED:
NOVEMBER 16, 2012
Federal Emergency Management Agency



This is an official copy of a portion of the above referenced flood map. It was extracted using FIRM On-Line. This map does not reflect changes or amendments which may have been made subsequent to this date on the original map. For more information on the National Flood Insurance Program Flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Appendix D

Tsunami Inundation Map



MAP EXPLANATION

The California Emergency Management Agency (CalEMA), the University of Southern California (USC), and the California Geological Survey (CGS) make no representation or warranties regarding the accuracy of this inundation map nor the data from which the map was derived. Neither the State of California nor USC shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from this map.





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.us

Staff Report

To: Board of Directors

From: John Clemons III, Interim District Administrator

Date: November 18, 2015

Subject: STATUS REPORT OF PERSONNEL POLICY MANUAL UPDATE

RECOMMENDATION:

That the Board of Directors accept a status report regarding the process of updating the Personnel Policy Manual and provide direction as needed for future updates.

BACKGROUND:

The Personnel Policy Manual serves as the guiding set of rules and regulations for a number of operational procedures related to personnel administration. Policy sections are created and/or updated as needed, by either internal needs, or as required by State and Federal law. The Personnel Policy Manual was last updated in full in 2005. Since that time, the Board of Directors has adopted various updates, either amending specific sections or adding new sections, some of which may have been stand-alone policies, which were not previously incorporated in the Personnel Policy Manual.

DISCUSSION:

Over the past year, staff has been working with human resources consultant, Alicia Lara of Lara HR Services to update specific portions of the Personnel Policy Manual based on operational needs. Staff is currently researching historical documents to locate stand-alone updates to the policy manual that may not have been incorporated into the full document. In addition, staff is working to prioritize the sections most in need of updating, with the goal of a full review of the policy manual over the next year.

Since 2014, the following Personnel Policy Manual sections have been created or updated:

- Table of Contents
- 4000 Vacation
- 4005 Administrative Leave
- 6010 Cell Phone Policy
- 6020 Debit Card
- 7000 Job Descriptions
- 7005 District Administrator job description
- 7010 Plant Superintendent job description

The following policies have been identified as next in line for review and possible updates:

- 2000 Definitions
- 2010 Chain of Command (Authorized Positions)
- 2020 Recruitment
- 4025 Family and Medical Leave
- 5070 Sexual Harassment
- 5080 Harassment
- 7020 Shift Supervisor

The updates will be presented to the Board of Directors pursuant to Section 1010 – Policy Amendments, whereby the amendment or modification will be introduced at one meeting of the Board of Directors, at which meeting the Board may provide direction to staff on the proposed modifications, or deletions. The proposed modifications or deletions shall then, at a second meeting of the Board of Directors, be presented for final adoption.

Options

1. Accept the staff report with no further direction.
2. Direct staff to review and/or prioritize certain sections of the Personnel Policy Manual, as determined by the Board of Directors

Fiscal Consideration

The staff report as presented has no fiscal impact.

John Clemons III
Interim District Administrator



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To: Board of Directors
From: John Clemons, Interim District Administrator
Date: November 18, 2015
Subject: Billing Administration

RECOMMENDATION

Staff recommends that the Board of Directors adopt a Resolution authorizing Interim District Administrator to enter into a Service Charge Billing Administration Agreement with NBS.

BACKGROUND

At the South San Luis Obispo County Sanitation District Board meeting on October 21, 2015 the Board directed Staff to begin the process of joining the SLO County Tax Roll for District billing services.

DISCUSSION

The Sanitation District is not staffed to administer billing services. Staff will need assistance with the transition from the current billing arrangement to placing District billing on the county tax rolls. NBS provides these services at competitive rates.

FISCAL CONSIDERATIONS

The fees quoted by NBS are within the District's current billing budget.

OPTIONS

1. Adopt resolution.
2. Amend and adopt resolution.
3. Reject recommendation and direct Staff as to how to proceed.

Best regards,

John Clemons III
Superintendent/Interim District Administrator



870 Market Street, Suite 1223
San Francisco, CA 94102

Toll free: 800.434.8349

nbsgov.com

October 22, 2015

Mr. John Clemons
Interim General Manager
South San Luis Obispo County Sanitation District
1600 Aloha PI / PO Box 339
Oceano, CA 93475

Subject: Proposed Wastewater Service Charge Billing Administration

Dear Mr. Clemons,

As we discussed, NBS would like the opportunity to provide Wastewater Service Charge administrative services for the South San Luis Obispo County Sanitation District ("District"). The District needs to calculate sewer service charges for approximately 13,000 parcels, based on land use codes with "flat" (not volumetric) fees, and bill and collect the fees. NBS would perform certain services to allow you and your District to focus on providing services rather than *billing* for services.

NBS would use the recent wastewater rate study and adopted rates (presumably from Table 15 in the Rate Study) to annually calculate the wastewater rates and place them on the County tax roll, commencing with Fiscal Year 2016-17. We would set up the process within the next few months, given your approval. NBS would also be providing annual property owner support via a toll free number, handling special requests, and placing the correct parcels and charges on the County tax roll, as required.

NBS' background is more completely described on our website at nbsgov.com. To summarize, NBS has a 19 year history of providing various services to public agencies. In particular, our team has extensive experience with placing taxes, assessments, fees and charges on tax rolls. We provide these services in over 40 California counties, including San Luis Obispo. We calculate and place sewer service charges for many agencies, from small ones like Montecito Water to large ones like the City of San Mateo. As you may know, we have a good working relationship with the SLO County staff. Locally, we have worked with Ventura USD, Montecito, Avila Beach, Atascadero, Solvang, and many others.

Scope of Services

I) One-Time Process Commencement and Documentation

Kick-off Meeting: NBS will meet (in person or via phone/web conference) with staff and other involved parties (attorneys, consultants, etc.) to discuss:

- Wastewater rate structure
- Tax roll billing steps, procedures, and appropriate timelines for submittals to the County
- Method of application of the rates and proper procedure for levying the charge
- Exceptions and unique issues
- Process for any appeals or disputes

Process architecture and documentation: As a follow up to the kickoff meeting, NBS will review relevant documents and parcel data, and confirm procedures as needed for the County. NBS will document the process, data flow, and flow of funds, and make certain procedural recommendations in a technical memo that can be used for agency documentation.

Public communication: NBS will secure a toll free number for placement on the County tax bills.

II) Annual Administration

Data Gathering. Gather and review data pertinent to the calculation and billing of the Sewer Charge. Data will be obtained from various sources such as the County Assessor's Secured Roll, assessor's parcel maps and District's utility database as determined to be necessary based on the requirements of the formula.

Quality Control. Perform cross-reference tests looking at the various data sources, land use codes, and other pertinent information to improve accuracy.

Database Maintenance. Maintain and periodically update a database of all parcels within the service area and relevant parcel information.

Levy Calculation. Calculate the annual charge for each parcel within the service area following the guidelines established in the rate formula.

County Submittal. Submit the levy to the County Auditor Controller in the required electronic format. Levies rejected by the County Auditor Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced with payment to be directed to the District.

Reporting. Provide an annual Levy Report. The report will include a parcel listing with levy amounts and rate category identifiers. Parcel and levy data can be provided via a CD ROM, diskette or emailed electronic file, if desired.

Toll-Free Phone Number. NBS will provide a toll-free phone number for use by the District, other interested parties and all property owners. Our staff will be available to answer questions regarding the sewer charge rates. Bilingual staff is available for Spanish-speaking property owners.

Fees

One Time Process Commencement\$10,000

Annual Wastewater Administration Fees\$9,750

After the first year, the Annual Wastewater Administration services may be renewed annually by the District at its discretion.

Expenses

Customary out-of-pocket expenses will be billed to District at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

Additional Services

The following table shows our current hourly rates. Additional services authorized but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

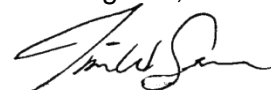
Title	Hourly Rate
Director	\$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95
Expert Witness	TBD; with minimum fee

Terms

Initial Fees or Hourly services will be invoiced monthly. The Annual Administration Fees will be billed quarterly. Expenses will be itemized and included in the next regular invoice. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel contracts with 30 days written notice.

Please feel free to contact me if you have any questions or need further information.

Best regards,



Tim Seufert
Managing Director

RESOLUTION NO.**A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS
OBISPO COUNTY SANITATION DISTRICT APPROVING USE OF
A CONSULTANT FOR WASTEWATER SERVICE CHARGE
BILLING ADMINISTRATION AND AUTHORIZING AND
DIRECTING THE INTERIM DISTRICT ADMINISTRATOR TO
ENTER INTO AN AGREEMENT WITH NBS FOR THE PROJECT**

WHEREAS, South San Luis Obispo County Sanitation District needs administration services to assist with conducting billing for sewer charges to be collected on the tax rolls, and does not have employee staff available to provide these services; and

WHEREAS, South San Luis Obispo County Sanitation District obtained quotes from qualified firms to provide the needed services; and

WHEREAS, after a review of the quotes, interviews and reference checks, the District has determined that NBS has submitted the most favorable proposal based on the criteria stated by staff of the San Luis Obispo County Auditor-Controller; and

WHEREAS, NBS is willing to sign an agreement in a form acceptable to District Counsel with District;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria as follows:

1. An Agreement for Professional Services for Wastewater Service Charge Administration in a form acceptable to District Counsel is hereby approved, and shall be attached to this Resolution when fully executed;
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 November 18, 2015.

Board Chair

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

CONTENTS:

BY: _____
DISTRICT ADMINISTRATOR