



**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

AGENDA

BOARD OF DIRECTORS MEETING

Oceano Community Services District Board Room
1655 Front Street
Oceano, CA 93445

Wednesday, March 21, 2018, at 6:00 p.m.

Board Members

Linda Austin, Chair
Barbara Nicolls, Vice Chair
Jim Hill, Director

Agencies

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

Alternate Board Members

Karen White, Director
Mariam Shah, Director
Tim Brown, Director

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

-
- 1. CALL TO ORDER AND ROLL CALL**
 - 2. PLEDGE OF ALLEGIANCE**
 - 3. AGENDA REVIEW**
 - 4. 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 Administrator 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.

5. 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.

- 5A. Approval of Warrants**
- 5B. Approval of Minutes of March 7, 2018**
- 5C. Award of Contract for Digester No. 1 Rehabilitation Project**
- 5D. Award of Contract for Digester No. 1 Valve Replacement Project**

6. ACTION ITEMS:

6A. TECHNICAL CONSULTANTS AND PLANT OPERATIONS REPORT

Recommendation: Receive and File Report.

6B. DISCUSSION OF PERSONNEL POLICY MANUAL UPDATES

Recommendation: That the Board Continue Discussion of the Draft Revision of the Personnel Policy Manual (PPM) at the Board Meeting of April 4, 2018.

7. MISCELLANEOUS ITEMS:

7A. Written Communications

8. BOARD MEMBER COMMUNICATIONS:

9. CLOSED SESSION:

PUBLIC EMPLOYMENT APPOINTMENT
Title: District Administrator

10. ADJOURNMENT

The next regularly scheduled Board meeting on April 4, 2018, 6 pm at the
Oceano Community Services District Board Room,
1655 Front Street, Oceano, CA

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
WARRANT REGISTER 03/21/2018 FY 2017/18

WARRANT #	VENDOR	ACCOUNT	BUDGET LINE ITEM	DESCRIPTION/ INVOICES #	ACCT BRKDN	TOTAL
03212018-2840	AGP	19-7080	PROF SERVICES- AGP VIDEO	7285	\$1,610.00	\$1,610.00
2841	APPLIED INDUSTRIAL TECHNOLOGIES	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	7012746489	\$167.18	\$167.18
2842	BANK OF THE WEST	19-8045	OFFICE SUPPLIES	OFFICE MAX/USPS	\$51.12	\$246.50
		19-7068	PERMIT / FEES	FINANCE CHARGES	\$31.03	
		19-7013	WEBHOSTING	SHERWEB	\$164.35	
2843	BRENNTAG	19-8050	PLANT CHEMICALS	BPI814478	\$6,055.20	\$6,055.20
2844	CENTRITEK	19-8030 2017-A1-05	EQUIPMENT MAINTENANCE	2018-001	\$26,162.00	\$26,162.00
2845	CHERRY LANE NURSERY	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	42229	\$194.38	\$194.38
2846	CPS HR CONSULTING	19-7076	HUMAN RESOURCES	INV358600	\$4,365.04	\$4,365.04
2847	CULLIGAN CCWT	19-7032	EQUIPMENT RENTAL	47973	\$60.00	\$60.00
2848	ENGEL & GRAY, INC	19-7085	BIO SOLIDS HANDLING	82X00017	\$3,651.66	\$3,651.66
2849	EVERYWHERE RIGHT NOW, INC.	19-7082	PROF SERVICES-WEBSITE SUPPORT	2007	\$100.00	\$100.00
2850	FAYE S. RUSSO, EA. TAX & ACCOUNTING	19-7083	PROF SERVICES- FISCAL SERVICES	Feb-18	\$2,850.00	\$2,850.00
2851	FGL ENVIRONMENTAL AGRICULTURAL	19-7078	CHEMICAL ANALYSIS	784441A	\$2,134.00	\$2,134.00
2852	GARING, TAYLOR & ASSOCIATES, INC	19-7077	PROF SERVICES-ENGINEERING	15036	\$2,662.50	\$2,662.50
2853	GRAND AWARDS	19-8045	OFFICE SUPPLIES	17412	\$18.47	\$18.47
2854	HACH	19-8040	LAB SUPPLIES	10864921	\$75.33	\$75.33
2855	HAULAWAY	19-7032	EQUIPMENT RENTAL	1776827	\$93.80	\$93.80
2856	I. I. SUPPLY	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	51639	\$16.13	\$16.13
2857	KENNEDY/JENKS CONSULTANT	20-7080	REDUNDANCY PROJECT	120005	\$43,088.75	\$43,088.75
2858	MCMASTER-CARR	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	58115890	\$251.75	\$251.75
2859	MICHAEL K. NUNLEY & ASSOCIATES	26-8065 2017-B1-07	DIGESTER 1-REHAB	4181	\$1,830.09	\$10,197.11
		26-8065 2017-B1-07	DIGESTER 1- VALVE REPLACEMENT	4182/4082/4042	\$3,947.02	
		20-7080	REDUNDANCY	4173/4020	\$2,932.50	
		19-7077	PROF SERVICES- ENGINEERING	4083	\$1,487.50	
2860	OILFIELD ENVIRONMENTAL & COMPLIANCE, INC	19-7078	CHEMICAL ANALYSIS	1800868	\$45.00	\$45.00
2861	PC MECHANICAL INC.	19-8030 2017-A1-27	EQUIPMENT MAINTENANCE	34042	\$255.00	\$255.00
2862	PG&E	19-7091	UTILITIES-ELECTRICITY	2/7/2018-2/28/2017	\$12,851.16	\$12,851.16
2863	POLYDYNE INC	19-8050	PLANT CHEMICALS	1217696/1219509	\$7,034.53	\$7,034.53
2864	PRAXAIR	19-7032	EQUIPMENT RENTAL	81536421	\$30.54	\$30.54
2865	SAN LUIS POWERHOUSE	19-8030 2017-A1-25	EQUIPMENT MAINTENANCE	39221	\$1,388.84	\$2,650.90
		19-8030 2017-A1-24	EQUIPMENT MAINTENANCE	39222	\$1,262.06	
2866	SO CAL GAS	19-7092	UTILITIES -GAS	1/30/2018-3/1/2018	\$2,943.25	\$2,943.25
2867	SOUTH COUNTY SANITARY	19-7093	UTILITIES-RUBBISH	5983207/5976288	\$1,392.06	\$1,392.06
2868	SPRINT	19-7014	COMMUNICATIONS	205201234-152	\$221.12	\$221.12
2869	STANLEY SECURITY	19-7011	COMMUNICATIONS ALARMS	15362300	\$67.25	\$67.25
2870	STATE FUND	19-6080	WORK COMP	3/1/18-4/1/18	\$3,595.00	\$3,595.00
2871	THE TRIBUNE	19-7005	ADVERTISEMENTS	INVITING BIDS	\$1,916.64	\$1,916.64
2872	UNITED STAFFING	19-6085	TEMP LABOR SERVICES	107418	\$1,297.44	\$1,297.44
SUB TOTAL					\$138,299.69	\$138,299.69
2873	SOUTH SLO COUNTY SANITATION DISTRICT	19-6030 19-6040 19-6090 19-6095 19-6010 19-6060	PAYROLL	PPE 03/02/2018 MUI FINAL/VAC PAYOUT	\$29,126.68	\$41,344.50
			CALPERS HEALTH	APRIL 2018	\$9,511.77	
			CALPERS RETIREMENT	PPE 03/02/2018	\$2,706.05	
GRAND TOTAL					\$179,644.19	\$179,644.19

We hereby certify that the demands numbered serially from 03212018-2840 to 03212018-2873 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 _____ DATE _____

Board Member _____ DATE _____

Board Member _____ DATE _____

Secretary _____ DATE _____

ITEM 5A



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Action Minutes of the Regular Meeting of Wednesday, March 07, 2018

1. CALL TO ORDER AND ROLL CALL

Chair Austin called the meeting to order and recognized a quorum.

Present: Linda Austin, Chair, Oceano Community Services District
Jim Hill, Director, City of Arroyo Grande
Barbara Nicolls, Director, City of Grover Beach

District Staff: Gilbert Trujillo, District Legal Counsel
Amy Simpson, District Bookkeeper/Secretary

2. PLEDGE OF ALLEGIANCE

Chair Austin led the Pledge of Allegiance.

3. AGENDA REVIEW

Approved as presented.

4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

Chair Austin opened the Public Comment period.

Kris Victorine commented on the Wallace case.

Julie Tacker commented on the Wallace case, the censure of Director Hill, an investigation of Chair Shoals and increasing the Board to five members.

Shirley Gibson commented on the cost to pursue the Wallace issue again.

Mary Lucey requested a presentation on the 2016 rate increase and commented on the Wallace case and Director Shoals.

Coleen Kubel commented on the Wallace case.

Ron Arnoldsen commented on the Wallace case.

Patricia Price commented on the Wallace case, the recruitment of the District Administrator, training for staff, the resignation of LabTech/Operator, the censure of Director Hill, and Director Hill's request during Board Member Communications at the last meeting.

Chair Austin closed the Public Comment period.

5. CONSENT AGENDA:

5A. Approval of Warrants

5B. Approval of Minutes of February 21, 2018

Chair Austin opened the Public Comment period.

Julie Tacker commented on the minutes of February 21, 2018.

Chair Austin closed the Public Comment period.

The Board members provided their comments.

Motion: Director Nicolls made a motion to approve the consent agenda as presented with notation of the questions asked.

Second: Chair Austin

Action: Approved 2-1

Yes: Director Nicolls and Chair Austin

No: Director Hill

6. ACTION ITEMS:

6A. TECHNICAL CONSULTANTS AND PLANT OPERATIONS REPORT

District Counsel Trujillo presented the Technical Consultants Report and Interim Superintendent Jones presented the Plant Operations Report. Mr. Jones clarified that the chlorine usage reported at the last meeting was a data entry error and the true number was 250. He let the Board know that a fine has not been assessed for the Notice of Violation and reported that the staff participates in training typically twice a month.

Chair Austin opened the Public Comment period.

Julie Tacker commented on the report.

Chair Austin closed the Public Comment period.

The Board members provided comments on the Technical Consultants and Plant Operations Report.

Action: The Board received and filed the report.

6B. DISCUSSION OF PERSONNEL POLICY MANUAL UPDATES

Legal Counsel Trujillo introduced this item.

The Board discussed the Personnel Policy Manual updates, provided comments, and asked staff to correct the grammatical errors. Director Hill and Coleen Kubel provided sample Nepotism Policies from other agencies.

Chair Austin opened the Public Comment period.

Coleen Kubel, Julie Tacker, Ron Arnoldsen, Mary Lucey, and Patricia Price commented on the Personnel Policy Manual updates.

Chair Austin closed the Public Comment period.

The Personnel Policy Manual will be brought back to the next meeting and discussion will continue beginning with Section 4010 – Holidays.

7. MISCELLANEOUS ITEMS

7A. Written Communications. None.

8. BOARD MEMBER COMMUNICATIONS

Director Hill provided his comments regarding the Technical Consultants, the Fiscal Year 2015-16 audit and the resignation of the Laboratory Tech/Operator.

9. CLOSED SESSION:

PUBLIC EMPLOYEE APPOINTMENT

Title: District Administrator

Chair Austin opened the Public Comment period.

Ron Arnoldson, Julie Tacker, Patricia Price, Coleen Kubel and Mary Lucey commented on Closed Session.

Chair Austin closed the Public Comment period.

Legal Counsel Trujillo announced Closed Session.

The Board went into Closed Session at 8:03 p.m.

The Board returned from Closed Session at 9:05 p.m. District Legal Counsel Trujillo announced that there were no reportable actions.

10. ADJOURN MEETING

The meeting was adjourned at 9:05 p.m.

THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE

BOARD OF DIRECTORS AT A SUBSEQUENT MEETING.

DRAFT



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STAFF REPORT

Date: March 21, 2018

To: Board of Directors

From: Richard Sweet and Paul J. Karp, Technical Consultants

Subject: **DIGESTER NO. 1 REHABILITATION PROJECT: ADOPT RESOLUTION NO. 2018-390 APPROVING AWARD OF CONTRACT TO THE LOW BIDDER, FLUID RESOURCE MANAGEMENT, IN THE AMOUNT OF \$367,226.58**

RECOMMENDATION:

That the Board adopt Resolution No. 2018-390 approving award of contract for the Digester No. 1 Rehabilitation Project to the low bidder, Fluid Resource Management, in the amount of \$367,226.58.

BACKGROUND:

At the Board meeting of February 7, 2018, the Board authorized the Call for Bids for the Digester No. 1 Rehabilitation Project. The Digester No. 1 Rehabilitation Project provides for removal of the existing interior coating; resurfacing of the interior walls; repair of an active leak on the interior (prior to coating); preparation of surfaces to be coated per specifications and manufacturer's recommendations; application of new interior coating; spot repair of portions of the exterior roof coating; spot repair of exterior concrete; replacement of all interior fasteners with 316 stainless steel; and disassembly, surface preparation, coating, and reassembly of digester water seal.

DISCUSSION:

Bids for the project were opened at 2:00 p.m. on March 09, 2018 at the District office. Three bids were received, ranging from \$367,226.58 to \$565,620. The bidders were within \$198,360 of each other. A summary of the bids submitted is attached (Attachment "A"). Michael K. Nunley & Associates has reviewed the low bid, submitted by Fluid Resource Management, and determined that the bid meets the requirements of the District (Attachment "B").

Options

1. That the Board approve Resolution No. 2018-390 approving an award of contract for the Digester No. 1 Rehabilitation Project to the low bidder, Fluid Resource Management, in the amount of \$367,226.58. This is the staff recommendation.

2. Direct that all bids be rejected and the project be rebid.
3. Reject all bids and determine that the project is unnecessary.
4. Provide other direction to staff as defined by the Board.

Fiscal Considerations

The Board has previously approved funding for the Digester No. 1 Rehabilitation Project. (See budget line item 26-8065 – B1-07, Primary Digester No. 1 Repair.) The District has sufficient funds to pay for the project.

Attachments: Summary of Bids – Attachment “A”
Letter from MKN – Bid meets the requirements of the District – Attachment “B”
Project – Specific Agreement
Notice of Award

RESOLUTION NO. 2018-390

A RESOLUTION OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT BOARD OF DIRECTORS DIRECTING THE ISSUANCE OF THE NOTICE OF AWARD TO FLUID RESOURCE MANAGEMENT AND AUTHORIZING AND DIRECTING THE TECHNICAL CONSULTANTS TO EXECUTE THE CONTRACT WITH FLUID RESOURCE MANAGEMENT IN THE AMOUNT OF \$367,226.58 FOR THE DIGESTER NO. 1 REHABILITATION PROJECT

WHEREAS, the District received bids for the duly advertised Digester No. 1 Rehabilitation Project on March 09, 2018; and

WHEREAS, three (3) bids were received; and

WHEREAS, Fluid Resource Management submitted the apparent low bid in the amount of \$367,226.58; and

WHEREAS, Michael K. Nunley & Associates has reviewed the bid from Fluid Resource Management and issued a letter stating the bid from Fluid Resource Management meets the requirements of the District.

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

1. Directs issuance of the Notice of Award to Fluid Resource Management; and
2. Authorizes and directs the Technical Consultants to execute the contract with Fluid Resource Management in the amount of \$367,226.58 for the construction of the Digester No. 1 Rehabilitation Project.

PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District Board of Directors held this 21st day of March, 2018.

On the motion of _____ seconded by _____, and by the following roll call vote:

AYES:

NOES:

ABSENT:

CONFLICTS:

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the South San Luis Obispo County Sanitation District held this 21st day of March, 2018.

CHAIR, BOARD OF DIRECTORS
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
GILBERT A. TRUJILLO
DISTRICT COUNSEL

CONTENTS:

BY: _____
PAUL J. KARP OR RICHARD SWEET
TECHNICAL CONSULTANT

South San Luis Obispo County Sanitation District (SSLOCSD)

Digester #1 Rehabilitation Project

Bid Opening – 3/9/2018, 2:00 PM, District Office, 1600 Aloha Place, Oceano

Company	Bid Amount
★ FRM	367,259.74
Zebron	565,620.00
FD. Thomas	509,843.00

Memorandum

To: Richard Sweet
 Technical Consultant, SSLOCSD

From: Jon Hanlon, PE
 Cris Swain, EIT

Date: 12 March 2018

Subject: Digester #1 Rehabilitation Bid Review

Mr. Sweet,

MKN and Associates, Inc. (MKN) assisted the South San Luis Obispo Sanitation District (District) in performing the bid opening for the Digester #1 Rehabilitation Project at 2:00 PM on Friday, March 9th. A total of three bids were received ranging from \$367,226.58 to \$565,620.00. The bids were submitted by Fluid Resource Management (FRM), Zebron, and F. D. Thomas. The apparent low bidder was FRM with a bid of \$367,226.58. The engineer's estimate was \$479,000-\$575,000.

Bid Analysis

A summary of FRM's bid is shown below.¹

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Item Total</i>
1	Mobilization, Demobilization, and Cleanup	LS	1	\$22,685.01	\$22,685.01
2	Digester #1 Interior Coating	SF	9200	\$30.35	\$279,220.00
3	Repair Active Leak on Interior	LF	4	\$1,256.39	\$5,025.56
4	Spot Repair Exterior Coating	SF	100	\$111.37	\$11,137.00
5	Spot Repair Exterior Concrete	SF	20	\$326.70	\$6,534.00
6	Recoat Digester Water Seal	LS	1	\$11,283.36	\$11,283.36
7	Replace Interior Fasteners with 316 Stainless Steel	LS	1	\$4,629.65	\$4,629.65
8	Digester #1 Interior Mortar Skim Coat	SF	5300	\$5.04	\$26,712.00
Total:					367,226.58

MKN reviewed FRM's bid and concluded that it was responsive to the District's bidding requirements. We recommend that the District award the contract to FRM.

¹ FRM's bid had minor mathematical errors in the "Item Total" column for items 2,4,5, and 8. The Bid Proposal Form identifies that "in the event of a discrepancy, unit pricing shall prevail", so item totals and overall total were adjusted accordingly. FRM's original Bid Form indicated a total bid amount of \$367,259.74.

Please let us know how we may assist the District as you proceed, we are available by phone to address any questions or concerns you may have.

Thank You,

Jon Hanlon

A handwritten signature in black ink, appearing to read 'Jon Hanlon', with a long, sweeping horizontal line extending to the right.

AGREEMENT

SSLOCSD DIGESTER No. 1 REHABILITATION PROJECT

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018,
by and between

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

WITNESSETH:

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

1. That Contractor shall complete the work generally described as follows: SSLOCSD DIGESTER No. 1 REHABILITATION PROJECT in accordance with the Contract Documents therefore, as prepared by District.
2. That Owner will pay Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid on the proposal form accepted by Owner, and set forth in this agreement.

Total Bid of _____ Dollars
and _____ Cents

Contract Price in Figures \$ _____

3. Contractor agrees to complete said work within the contract time of SIXTY (60) WORKING DAYS, from the day following the issuance of the Notice to Proceed, and approved extensions thereof, to the satisfaction of Owner before final payment is made.
4. Time is of the essence on this contract.
5. It is mutually understood and agreed that time is of the essence of this agreement and that it is difficult to ascertain the amount of damages required to properly compensate Owner for failure by Contractor to comply with all the contract requirements within the time fixed in the agreement.

In accordance with California Government Code, Section 53069.85, the amount of liquidated damages to be paid to Owner for each day completion is delayed beyond the time

for completion, shall be FIVE HUNDRED (\$500) dollars. Contractor hereby acknowledges that it has reviewed said provisions relating to liquidated damages and the amount thereof, and accepts the same as being reasonable under the circumstances and as a material part of the consideration for this contract. Contractor also acknowledges that progress payments made after the scheduled completion date do not constitute a waiver of liquidated damages.

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

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

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

the Contractor shall secure the payment of workers' compensation to its employees as provided in California Labor Code §§1860 and 3700.

11. That Contractor shall have furnished, prior to execution of the contract, three bonds approved by Owner: (1) the faithful performance bond in the amount of one-hundred percent (100%) of the contract price, to guarantee the faithful performance of the work; (2) the labor and material bond in the amount of one-hundred percent (100%) of the contract price, to guarantee payment of all claims for labor and materials furnished; and (3) the guarantee and defective material bond in the amount of ten percent (10%) of the contract price, to guarantee the one year maintenance of public improvements. This contract shall not become effective until such bonds are supplied to and approved by Owner.
12. That Contractor, prior to execution of the contract shall comply with the following Department of Industrial Relations requirements.
 - Pursuant to Public Contract Code §6109, no contractor shall perform work on a public works project with a subcontractor who is ineligible to work on a public works project under §§ 1777.1 or 1777.7 of the California Labor Code.
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) \$25,000 in value or greater or a maintenance project \$15,000 in value or greater unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) \$25,000 in value or greater or a maintenance project \$15,000 in value or greater unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - In the manner required by Labor Code §1776 and accompanying rules, Contractor shall keep accurate payroll records of wages paid, keep specified records available for inspection, use forms or provide information as required by the Division of Labor Standards Enforcement, file records, redact records, inform the District of the location of the records, and comply with records requests.
13. That this agreement, by reference, includes the contract documents defined in Document 00700, General Conditions. Terms of this agreement relating to modification, amendment or termination appear in Parts 5 and 6 of Document 00700.
14. That Contractor agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.
15. The agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall

be construed as consent by District to any assignment of this agreement or any interest in this agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

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

BY: _____
TECHNICAL CONSULTANT

CONTRACTOR

BY: _____
NAME
PRESIDENT
COMPANY

BY: _____
NAME
SECRETARY & TREASURER
COMPANY

DISTRICT

ATTEST:

APPROVED AS TO FORM:

BY: _____
DISTRICT CLERK

BY: _____
DISTRICT COUNSEL

DATE: _____

DATE: _____

FAITHFUL PERFORMANCE BOND

**SSLOCSD DIGESTER No. 1
REHABILITATION PROJECT**

DOCUMENT 00610

FAITHFUL PERFORMANCE BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California, and _____ (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2018, and identified as SSLOCSD DIGESTER No. 1 REHABILITATION PROJECT, is hereby referred to and made a part hereof; and

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2018.

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

Principal (SEAL)

(SEAL)

Signature of Principal Title

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

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 1999

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

LABOR AND MATERIAL BOND

**SSLOCSD DIGESTER No. 1
REHABILITATION PROJECT**

DOCUMENT 00620

LABOR AND MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as “principal”) have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2018, and identified as project as SSLOCSD DIGESTER No. 1 REHABILITATION PROJECT, is hereby referred to and made a part hereof; and

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2018.

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

Principal (SEAL)

(SEAL)

Signature of Principal Title

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

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 2013

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

**GUARANTEE AND DEFECTIVE
MATERIAL BOND**

**SSLOCSD DIGESTER No. 1
REHABILITATION PROJECT**

DOCUMENT 00680

GUARANTEE AND DEFECTIVE MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2018, and identified as project as SSLOCSD DIGESTER No. 1 REHABILITATION PROJECT, is hereby referred to and made a part hereof; and

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2018.

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

Principal (SEAL)

(SEAL)

Signature of Principal Title

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

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 1999

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

NOTICE OF AWARD

Date of Issuance: 3/21/18

Owner: South San Luis Obispo County Sanitation District Owner's Contract No.:

Engineer: MKN and Associates, Inc. Engineer's Project No.:

Project: SSLOCSD Digester No. 1 Rehabilitation Project Contract Name: SSLOCSD Digester No. 1 Rehabilitation Project

Bidder: Fluid Resource Management

Bidder's Address: 2385 Precision Drive, Arroyo Grande, CA 93420

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 09, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Digester #1 Rehabilitation Project at the SSLOCSD WWTP including removal of existing interior coatings, repair of interior active leak, resurfacing of interior walls, surface preparation for coating application, recoating of interior roof and walls, replacement of interior fasteners with 316 stainless steel, recoating of digester water seal, spot repair of exterior coatings, and spot repair of exterior concrete.

The Contract Price of the awarded Contract is: \$367,226.58.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

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

1. Deliver to Owner one counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions.
3. Other conditions precedent (if any):

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

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

Owner:

Authorized Signature

By:

Title:

Copy: Engineer



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

Date: March 21, 2018

To: Board of Directors

From: Richard Sweet and Paul J. Karp, Technical Consultants

Subject: **DIGESTER NO. 1 VALVE REPLACEMENT PROJECT: ADOPT RESOLUTION NO. 2018-391 APPROVING AWARD OF CONTRACT TO THE LOW BIDDER, WHITAKER CONSTRUCTION OF PASO ROBLES, IN THE AMOUNT OF \$58,300**

RECOMMENDATION:

That the Board adopt Resolution No. 2018-391 approving award of contract for the Digester No. 1 Valve Replacement Project to the low bidder, Whitaker Construction of Paso Robles, in the amount of \$58,300.

BACKGROUND:

At the Board meeting of February 7, 2018, the Board authorized the Call for Bids for the Digester No. 1 Valve Replacement Project. The Digester No. 1 Valve Replacement Project provides for furnishing and installing a 6" plug valve; removing and replacing 12" gate valves (2) and 14" gate valves (2) with owner-furnished gate valves; furnishing and installing new 12" and 14" ductile iron fittings and piping; lining and coating of Contractor-provided fittings, piping, and appurtenances; top coating of owner-furnished 12" gate valves (2); evacuation of and modifications to buried 14" piping; polyethylene encasement of buried 14" piping; trench backfill, sand-cement slurry, and pavement repair; and incidental trench and vault dewatering.

DISCUSSION:

Bids for the project were opened at 1:30 p.m. on March 09, 2018 at the District office. Two bids were received, ranging from \$58,300 to \$63,631. The bidders were within \$5,331 of each other. A summary of the bids submitted is attached (Attachment "A"). The bids are very competitive. Michael K. Nunley & Associates has reviewed the low bid, submitted by Whitaker Construction, and determined that the bid meets the requirements of the District (Attachment "B"). Award of this bid at this time will allow this project to proceed concurrently with the Digester No. 1 Rehabilitation Project and provide for the Digester to be brought back into service at the earliest possible time.

Options

1. That the Board approve Resolution No. 2018-391 approving an award of contract for the Digester No. 1 Valve Replacement Project to the low bidder, Whitaker Construction of Paso Robles, CA, in the amount of \$58,300. This is the staff recommendation.
2. Direct that all bids be rejected and the project be rebid.
3. Reject all bids and determine that the project is unnecessary.
4. Provide other direction to staff as defined by the Board.

Fiscal Considerations

The Board has previously approved funding for the Digester No. 1 Valve Replacement Project. (See budget line item 26-8065 2017–B1-07 Primary Digester No. 1 Repair.) The District has sufficient funds to pay for the project.

Attachments: Summary of Bids – Attachment “A”
Letter from MKN – Bid meets the requirements of the District – Attachment “B”
Project – Specific Agreement
Notice of Award

RESOLUTION NO. 2018-391

A RESOLUTION OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT BOARD OF DIRECTORS DIRECTING THE ISSUANCE OF THE NOTICE OF AWARD TO WHITAKER CONSTRUCTION AND AUTHORIZING AND DIRECTING THE TECHNICAL CONSULTANTS TO EXECUTE THE CONTRACT WITH WHITAKER CONSTRUCTION IN THE AMOUNT OF \$58,300 FOR THE DIGESTER NO. 1 VALVE REPLACEMENT PROJECT

WHEREAS, the District received bids for the duly advertised Digester No. 1 Valve Replacement Project on March 09, 2018; and

WHEREAS, two (2) bids were received and the bidding was competitive; and

WHEREAS, Whitaker Construction of Paso Robles, CA, submitted the apparent low bid in the amount of \$58,300; and

WHEREAS, Michael K. Nunley & Associates has reviewed the bid from Whitaker Construction and issued a letter stating the bid from Whitaker Construction meets the requirements of the District.

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

1. Directs issuance of the Notice of Award to Whitaker Construction; and
2. Authorizes and directs the Technical Consultants to execute the contract with Whitaker Construction in the amount of \$58,300 for the construction of the Digester No. 1 Valve Replacement Project.

PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District Board of Directors held this 21st day of March, 2018.

On the motion of _____ seconded by _____, and by the following roll call vote:

AYES:

NOES:

ABSENT:

CONFLICTS:

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the South San Luis Obispo County Sanitation District held this 21st day of March, 2018.

CHAIR, BOARD OF DIRECTORS
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY: _____
GILBERT A. TRUJILLO
DISTRICT COUNSEL

CONTENTS:

BY: _____
PAUL J. KARP OR RICHARD SWEET
TECHNICAL CONSULTANT

South San Luis Obispo County Sanitation District (SSLOCSD)

Digester #1 Valve Replacements Project

Bid Opening – 3/9/2018, 1:30 PM, District Office, 1600 Aloha Place, Oceano

Company	Bid Amount
Kasie's	63,631 ⁰⁰
* Whitaker - (805) 226-4000 Randy Walters	58,300 ⁰⁰

Memorandum

To: Richard Sweet
 Technical Consultant, SSLOCSD

From: Jon Hanlon, PE
 Cris Swain, EIT

Date: 13 March 2018

Subject: Digester #1 Valve Replacements Preliminary Bid Review

Mr. Sweet,

MKN and Associates, Inc. (MKN) assisted the South San Luis Obispo Sanitation District (District) in performing the bid opening for the Digester #1 Valve Replacements Project at 1:30 PM on Friday, March 9th. A total of two bids were received ranging from \$58,300 - \$63,681. The bids were submitted by Whitaker Construction Group, Inc. and Kies & Sons Construction, Inc. The apparent low bidder was Whitaker with a bid of \$58,300. The engineer's estimate was \$29,000 - \$34,000

Bid Analysis


A summary of Whitaker's bid is shown below.

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Item Total</i>
1	Mobilization, Demobilization, and Cleanup	LS	1	\$5,800.00	\$5,800.00
2	Furnish and Install 6" Plug Valve	LS	1	\$10,400.00	\$10,400.00
3	Remove and Replace Exposed 12" Valves, Fittings, and Piping	LS	1	\$19,400.00	\$19,400.00
4	Remove and Replace Buried and Partially-Buried 14" Valves, Fittings, and Piping	LS	1	\$19,700.00	\$19,700.00
5	Dewatering	LS	1	\$3,000.00	\$3,000.00
Total:					\$58,300.00

MKN reviewed Whitaker's bid and concluded that it was responsive to the District's bidding requirements. We recommend that the District award the contract to Whitaker.

Please let us know how the District would like to proceed and how MKN may best assist the District in those efforts, we are available by phone to address any questions or concerns you may have.

Thank You,



Jon Hanlon

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018,
by and between

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

WITNESSETH:

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

1. That Contractor shall complete the work generally described as follows: SSLOCSO WWTP DIGESTER No. 1 VALVE REPLACEMENT PROJECT in accordance with the Contract Documents therefore, as prepared by District.
2. That Owner will pay Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid on the proposal form accepted by Owner, and set forth in this agreement.

Total Bid of _____ Dollars
and _____ Cents

Contract Price in Figures \$ _____

3. Contractor agrees to complete said work within the contract time of THIRTY (30) WORKING DAYS, from the day following the issuance of the Notice to Proceed, and approved extensions thereof, to the satisfaction of Owner before final payment is made.
4. Time is of the essence on this contract.
5. It is mutually understood and agreed that time is of the essence of this agreement and that it is difficult to ascertain the amount of damages required to properly compensate Owner for failure by Contractor to comply with all the contract requirements within the time fixed in the agreement.

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

that it has reviewed said provisions relating to liquidated damages and the amount thereof, and accepts the same as being reasonable under the circumstances and as a material part of the consideration for this contract. Contractor also acknowledges that progress payments made after the scheduled completion date do not constitute a waiver of liquidated damages.

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

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

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

11. That Contractor shall have furnished, prior to execution of the contract, three bonds approved by Owner: (1) the faithful performance bond in the amount of one-hundred percent (100%) of the contract price, to guarantee the faithful performance of the work; (2) the labor and material bond in the amount of one-hundred percent (100%) of the contract price, to guarantee payment of all claims
12. for labor and materials furnished; and (3) the guarantee and defective material bond in the amount of ten percent (10%) of the contract price, to guarantee the one year maintenance of public improvements. This contract shall not become effective until such bonds are supplied to and approved by Owner.
12. That Contractor, prior to execution of the contract shall comply with the following Department of Industrial Relations requirements.
 - Pursuant to Public Contract Code §6109, no contractor shall perform work on a public works project with a subcontractor who is ineligible to work on a public works project under §§ 1777.1 or 1777.7 of the California Labor Code.
 - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) \$25,000 in value or greater or a maintenance project \$15,000 in value or greater unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) \$25,000 in value or greater or a maintenance project \$15,000 in value or greater unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - In the manner required by Labor Code §1776 and accompanying rules, Contractor shall keep accurate payroll records of wages paid, keep specified records available for inspection, use forms or provide information as required by the Division of Labor Standards Enforcement, file records, redact records, inform the District of the location of the records, and comply with records requests.
13. That this agreement, by reference, includes the contract documents defined in Document 00700, General Conditions. Terms of this agreement relating to modification, amendment or termination appear in Parts 5 and 6 of Document 00700.
14. That Contractor agrees to devote the hours necessary to perform the services set forth in this agreement in an efficient and effective manner. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.
15. The agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as consent by District to any assignment of this agreement or any interest in this agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

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

BY: _____
TECHNICAL CONSULTANT

CONTRACTOR

BY: _____
NAME
PRESIDENT
COMPANY

BY: _____
NAME
SECRETARY & TREASURER
COMPANY

DISTRICT

ATTEST:

APPROVED AS TO FORM:

BY: _____
DISTRICT CLERK

BY: _____
DISTRICT COUNSEL

DATE: _____

DATE: _____

FAITHFUL PERFORMANCE BOND

**SSLOCSD WWTP DIGESTER No. 1 VALVE
REPLACEMENT PROJECT**

DOCUMENT 00610

FAITHFUL PERFORMANCE BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California, and _____ (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2018, and identified as SSLOCSD WWTP DIGESTER No. 1 VALVE REPLACEMENT PROJECT, is hereby referred to and made a part hereof; and

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2018.

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

Principal (SEAL)

(SEAL)

Signature of Principal Title

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

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 1999

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

LABOR AND MATERIAL BOND

**SSLOCSD WWTP DIGESTER No. 1 VALVE
REPLACEMENT PROJECT**

DOCUMENT 00620

LABOR AND MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2018, and identified as project as SSLOCSD WWTP DIGESTER No. 1 VALVE REPLACEMENT PROJECT, is hereby referred to and made a part hereof; and

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2018.

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

Principal (SEAL)

(SEAL)

Signature of Principal Title

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

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 2013

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

**GUARANTEE AND DEFECTIVE
MATERIAL BOND**

**SSLOCSD WWTP DIGESTER No. 1 VALVE
REPLACEMENT PROJECT**

DOCUMENT 00680

GUARANTEE AND DEFECTIVE MATERIAL BOND

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2018, and identified as project as SSLOCSD WWTP DIGESTER No. 1 VALVE REPLACEMENT PROJECT, is hereby referred to and made a part hereof; and

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 2018.

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

Principal (SEAL)

(SEAL)

Signature of Principal Title

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

Surety (SEAL)

(SEAL)

Signature for Surety Title

APPROVED AS TO FORM:

By: _____
District Counsel

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ATTY REV 1999

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

NOTICE OF AWARD

Date of Issuance: 3/21/18

Owner: South San Luis Obispo County Sanitation District Owner's Contract No.:

Engineer: MKN and Associates, Inc. Engineer's Project No.:

Project: SSLOCS D Digester No. 1 Valve Replacement Project Contract Name: SSLOCS D Digester No. 1 Valve Replacement Project

Bidder: Whitaker Construction of Paso Robles

Bidder's Address: 2752 Concrete Court, Paso Robles, CA 93446

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 09, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Digester #1 Valve Replacement Project including furnishing and installing one 6" plug valve, removing and replacing two (2) 12" gate valves, two (2) 14" gate valves with owner furnished gate valves, furnishing and installing new 12" and 14" ductile iron fittings and piping, lining Contractor furnished fittings, coating Contractor furnished fittings, top coating owner furnished valves, excavating 14" piping, modifying 14" piping, polyethylene encasement of buried 14" piping, trench backfill, sand-cement slurry, pavement repair, and incidental trench and vault dewatering at the SSLOCS D WWTP.

The Contract Price of the awarded Contract is: \$58,300

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

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

1. Deliver to Owner one counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions.
3. Other conditions precedent (if any):

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

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

Owner:

Authorized Signature

By:

Title:

Copy: Engineer



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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STAFF REPORT

Date: March 21, 2018

To: Board of Directors

From: Richard Sweet and Paul J. Karp, Technical Consultants; Mychal Jones, Interim Plant Superintendent

Subject: **TECHNICAL CONSULTANTS AND PLANT OPERATIONS REPORT**

This report represents ongoing information on the latest District staff activities on major capital projects and studies, programmatic initiatives, regional collaboration, National Pollutant Discharge Elimination System discharge permit renewal, and Plant Operations report detailing our operation and maintenance activities. *Updates since the last report are provided in italics below:*

Major Capital Projects:

Headworks:

Status: Operational. Requires upgrades to meet specifications.

Significant efforts are underway to bring the project into conformance with specifications. It has been determined that recent upgrades have not resulted in satisfactory discharge of material. New nozzles have been installed to attempt to refine the discharge. Staff met with the engineer, contractor, and supplier to take input about how completion of this project might be expedited. Coordination between the supplier, contractor, and engineer continues in an effort to reduce the fecal content of the discharge. *A new discharge chute has been installed that replaces a chute that was damaged due to faulty discharge.* This work is occurring at no charge to the District.

Redundancy Project:

Design: On March 16, 2016, the Board approved a design contract with Kennedy/Jenks for Phase I of this project. On June 21, 2017, the Board approved proceeding with the remaining phases under the contract, including final design.

Technical Memo 7 (TM-7) has been prepared by Kennedy/Jenks to evaluate a membrane bioreactor process that would facilitate the Regional Groundwater Sustainability Project (RGSP). TM-7 was presented to the Board on November 15, 2017. The Board directed the pursuit of the original Redundancy Project and to meet with member agencies regarding their input on possible features as the plant that might support RGSP.

Operational staff is evaluating Technical Memo 3, pertaining to recommendation of the sludge thickening process, and Technical Memo 5, dealing with flood protection of critical facilities.

Coastal Commission Permitting: Thirty-year Coastal Development Permit approved.

Financing State: All portions of the State Revolving Fund loan package application have been submitted to State Water Resources Control Board. A number of additional items have been requested to make the application more favorable. Michael K. Nunley & Associates (MKN) is pursuing completion of those items.

Federal: (United States Department of Agriculture): The District may be eligible for grants and loans up to one-third of the amount needed for the Redundancy Project through a disadvantaged community program.

The Board, at its meeting of February 21, 2018, adopted a resolution authorizing and directing the Board Chair to enter into a contract with Rincon Consultants of San Luis Obispo in the amount of \$34,449 for Environmental Services in support of funding opportunities for the Redundancy Project.

Given present project estimates and the Board's desire to evaluate set aside funding, the Board, at its meeting of February 7, 2018, engaged Bartle Wells to prepare a financial plan update. The update is funded with remaining funds from a prior financial update.

Biosolids Concrete Slab:

This project is required to accommodate a repaired centrifuge. The District is in the final stages of defining the centrifuge repair. The Board, at its meeting of February 7, 2018, approved awarding the contract to the low bidder, Whitaker Construction, in the amount of \$45,810. *Final executed contract documents have been received from Whitaker Construction and the project is moving to construction.*

Primary Digester No. 1 Cleanout and Structural Evaluation:

A request for additional budget allocation of \$466,000 was approved by the Board on January 17, 2018. With the additional budget allocation approved, Calls for Bids for the two projects, (1) Recoating the Digester; and (2) Replacement of the Digester Mixing Valves; were approved by the Board at its meeting of February 7, 2018. *Award of contract for the two projects is scheduled for the Board meeting this evening.*

Centrifuge Repair:

The District-owned centrifuge requires repair. An agreement to repair the centrifuge has been executed per District purchasing guidelines.

Raise Manholes to Grade:

The County repaved a portion of Valley Road. The paving covered District manholes. MKN is in the final stages of design for a project to raise the manholes to grade to allow District access.

Programmatic Initiatives:

Human Resources/Personnel Policy Manual (PPM) Update:

All sections of the PPM have now been reviewed (including legal input), and updated with significant and comprehensive revisions. The Board considered the update at the meeting of December 6, 2017, and directed that staff return the PPM to the Board for further consideration in sections. This matter is presently before the Board.

Financial Initiative:

Annual Fiscal Year 2015-2016 Audit. District auditors Glenn Burdette continue to work with staff to complete the audit. On March 2, 2018, staff received correspondence from Glenn Burdette with one open item to complete. It is anticipated that the audit will be presented to the Board in April 2018.

Regional Collaboration:

Regional Groundwater Sustainability Project (RGSP):

This project consists of a potential future regional recycling project in the South San Luis Obispo County area in conjunction with the City of Pismo Beach and the District (with participation of our member agencies: Cities of Arroyo Grande, Grover Beach, and Oceano Community Services District. On June 20, 2017, the Pismo Beach City Council approved a memorandum of understanding between the City of Pismo Beach and the District. The City also awarded a contract for a joint environmental impact report to Rincon Consultants at that same meeting. Technical Memo 7 was presented to the Board at the November 15, 2017 meeting. The Board directed that the Redundancy Project proceed as originally envisioned minus the membrane bioreactor option. The District is evaluating a request for additional sampling in support of development treatment parameters for a RGSP project. Technical Consultants continue to meet with stakeholders to coordinate efforts in support of the RGSP. The City of Pismo Beach has prepared a memorandum of understanding for the District's consideration to reserve space at the District's plant for the RGSP project.

Zone 1/1A Flood Control Advisory Committee:

The Committee's focus is to provide input and coordination on proposed improvements and maintenance of the Zone 1/1A flood facilities, working with the Coastal San Luis Resource Conservation District. The Board appointed Paul J. Karp, Technical Consultant to the District, to the Flood Control Advisory Committee. The Committee met in January and discussed creek clearing projects by County Public Works and the cooperative effort by the Sheriff's Department to patrol the areas.

Regional Water Quality Control Board National Pollutant Discharge Elimination System (NPDES) Permit Renewal:

Staff revised the Sewer System Management Plan Audit Report to come into compliance with our Waste Discharge Requirement (WDR). The WDR requires an audit be completed every two years. This audit report describes our planned activities under the Plan for the upcoming year.

District's Brine Disposal Program:

A revised Brine Disposal Plan is on site. The Plan has been submitted for comment to the Regional Water Quality Control Board staff.

Staff has received a first draft of an application to discharge brine at the South San Luis Obispo County Sanitation District from Cambria Community Services District (CCSD). Additional items have been requested by staff to make the application complete. It is staff's intent to process the application as usual. This matter has been discussed by members of the public at previous Board meetings. At this writing, staff is not aware of any brine being delivered to the District for disposal from CCSD regardless of previously submitted applications. After completing CCSD's application, it is our intent to advise CCSD of the status of its application per the administrative process previously followed by the District. If this is a problem for the Board of Directors, it should request that the matter be placed on a future agenda to provide direction to staff.

Staff met on February 14, 2018 with Brad Snook and Cynthia Replogle, representing Surfrider Foundation, to review the brine program. Surfrider asked, and staff agreed, to seek input from

counterparts in the field of brine disposal regarding the method of sampling brine from delivery vehicles. Staff also agreed to compare practices used by the District to any standard that may be discovered; and to draft a standard operating procedure for the practice used to process the discharge of brine delivered to the District plant for disposal.

Recruitment of District Administrator:

CPS HR was engaged by the Board to recruit a new District Administrator. The Board has directed modifications to the recruitment brochure. Review of applications by the Board is underway.

Upcoming Agenda Items

- 2015-16 Fiscal Year Audit
- Continuation of PPM Chapters Review

Plant Operations Report

During this reporting period (March 1 – March 14, 2018) the District’s facility continues to regularly meet its Permit limitations as required under the State of California’s National Pollutant Discharge Elimination System (NPDES) Permit issued to the District. *All process values (lab test results) were within permit limits.*

Plant Data (Monthly Data as of March 14, 2018)

March 2018	INF Flow MGD	INF Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	BOD % Removal	INF TSS mg/L	EFF TSS mg/L	TSS % Removal	Fecal Coliform MPN/100mL	Chlorine Usage lbs/day
Low	2.28	3.3	470	14.1		454	13.8		< 1.8	63
High	2.53	4.3	526	22		626	25		7.8	219
Average	2.37	3.66	492	19	96.1	534	18.25	96.6	3.8	177
March 2017 AVG	2.5	3.8	488	30.4	93.8	457	37.3	91.8	4.3	181
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

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

Operation and Maintenance Projects

- Replaced Digester No. 2 sump pump No.1 due to a failure in the gear joint seal and gear ball.
- Troubleshoot the boiler lockout failure and placed back into normal operation.
- Took delivery of centrifuge from Centritex.
- Placed Fixed Film Reactor (FFR) pumps back into Auto and Remote mode.
- Fluid Resource Management replaced hopper on washer compactor.
- Completed Quarterly Safety Meeting.
- Rinsed and disposed of old polymer barrels.
- Adjusted temperature set point on boiler to further assist digester in maintaining temperature.
- Checked and marked Underground Service Alerts.
- PC Mechanical performed an alignment on influent pump No. 2
- Pumped out water and removed debris from valve box to prepare for Digester Valves Project.
- Five Cities Fire Authority personnel performed confined space training at the field sump, headworks, and digester.
- San Luis Powerhouse serviced emergency generator and emergency bypass pump.
- Troubleshoot electrical issue on red cart.
- Removed and repaired failed exhaust fan in Heating and Mixing building.
- Removed failed oil pump on rental centrifuge to service.

Work Orders Completed

- Checked water champ coolant level, prop for obstructions, and power cable for abnormal wear.

- Completed Primary Clarifier No. 2 monthly maintenance.
- Changed oil in digester mixing pump.
- Rinsed all surfaces of secondary clarifier.

Training

- Operations staff participated in training on Confined Space Rescue Plan.

Call Outs

- March 1, 2018, 4:35am – Secondary Digester Sump Hi/Low Level. On-call operator responded and inspected plant. High level had already subsided upon arrival and back in normal operation.



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STAFF REPORT

Date: March 21, 2018
To: Board of Directors
From: Richard Sweet and Paul J. Karp, Technical Consultants
Subject: **DISCUSSION OF PERSONNEL POLICY MANUAL UPDATES**

RECOMMENDATION:

That the Board of Directors continue to discuss the current draft revisions to the Personnel Policy Manual (PPM) as distributed at the Board meeting of February 7, 2018; and continue discussion of the draft revision at the Board meeting of April 4, 2018.

BACKGROUND:

On November 15, 2017, staff presented the Board of Directors with a comprehensive update of the District Personnel Policy Manual (PPM). The last complete update of the Personnel Policy Manual occurred in April 2005.

The Board reviewed updates, modifications, and additions to the draft update of the Manual, and provided staff with direction to modify specific areas and bring the full document back for the second reading. The second reading of the PPM was scheduled for the Board meeting of December 6, 2017. Rather than adopt the final document, the Board directed staff to bring the PPM back for further discussion.

DISCUSSION:

The Chair should take comments from the public. The Chair should then close the public comment period and the Board should review and discuss the PPM. The Board Secretary will record proposed changes from the discussion and maintain a "working copy" until the Board determines it has completed its review and the document is ready for adoption. The "working copy" will be used to revise the draft PPM. The District employee members contributed significantly to many of the modifications that appear in the current draft. Any changes will be referred to the Service Employees International Union (SEIU) for input. The final document will be forwarded to the Board for adoption at a future regular Board meeting. The PPM is a comprehensive document that has been drafted by consulting human resources professionals

employed by the District. The document was then referred to District Counsel for review. The final draft was reviewed by professional staff who represent public employees throughout San Luis Obispo and Santa Barbara Counties. Many of the terms and procedures follow protocol developed over time in the industry. Specific clauses and terms contain significance in both statutes and case law. The Board should consult with District Counsel prior to making changes to avoid rendering the document unenforceable.