



**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
Grover Beach City Hall Council Chambers
154 S. Eighth Street,
Grover Beach, CA 93433
Wednesday, November 6, 2019, at 6:00 p.m.**

Board Members

Jeff Lee, Chair
Caren Ray Russom, Vice Chair
Linda Austin, Director

Agencies

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

Alternate Board Members

Barbara Nicolls, Director
Lan George, Director
Cynthia Replogle, Director

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

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- 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 Meeting Minutes of October 2, 2019**
- 5C. Approval of Special Meeting Minutes of October 2, 2019**
- 5D. Approval to Purchase Replacement Equipment from Ovivo for the Primary No. 1 Clarifier Rehabilitation and Control Box Valve Replacement Project**
- 5E. Reschedule January's Board of Directors Meeting to January 15, 2020**

6. ACTION ITEMS:

6A. CONSIDERATION OF ADOPTING A RESOLUTION GRANTING COST OF LIVING ADJUSTMENTS AND MODIFICATIONS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AND SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 620; AND ADOPTING A DISTRICT SALARY SCHEDULE

Recommendation:

Adopt Resolution No. 2019-411 which:

1. Grants Cost of Living Adjustments and Modifications to Benefits for the Memorandum of Understanding between the South San Luis Obispo County Sanitation District and the Service Employees' International Union Local 620, Exhibit "A"; and
2. Adopts a District Salary Schedule, as required by California Public Employees Retirement System (CalPERS), Exhibit "B".

6B. RESOLUTION AMENDING THE ADOPTED POLICIES AND PROCEDURES FOR THE EXPENDITURE OF DISTRICT FUNDS FOR SUPPLIES, EQUIPMENT, CONSTRUCTION, AND SERVICES AS SET FORTH IN RESOLUTION NO. 2010-274 AND AMENDED IN RESOLUTION NO. 2014-314 AND NO. 2016-353

Recommendation: Consider and Adopt Resolution No. 2019-410

6C. UPDATE ON PROJECT SCHEDULE FOR WASTEWATER TREATMENT PLANT REDUNDANCY PROJECT

Recommendation: Receive and File Report.

6D. AWARD FOR WWTP REDUNDANCY PROJECT CONSTRUCTION MANAGEMENT SERVICES CONTRACT WITH MNS ENGINEERS, INC

Recommendation: Authorize the District Administrator to execute a contract for Construction Management Services for the Wastewater Treatment Plant Redundancy Project with MNS Engineers, Inc. in the amount of \$2,616,044.

6E. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Recommendation: Receive and File.

7. MISCELLANEOUS ITEMS:

8. BOARD MEMBER COMMUNICATIONS:

9. ADJOURNMENT

**The next regularly scheduled Board Meeting is December 4, 2019, 6:00 pm at the
Grover Beach City Hall Council Chambers
154 S. Eight Street, Grover Beach, California 93433**

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SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
WARRANT REGISTER
11/6/2019

VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO	ACCT	ACCT BRKDN	TOTAL
ABALONE COAST	CHEMICAL ANALYSIS	19-5462	100819-4018	7078	80.00	80.00
AGP VIDEO	PROFES. SERV AGP VIDEO	SEPTEMBER	4019	7080	700.00	700.00
ARAMARK	UNIFORMS	09/27; 10/04	4020	7025	529.60	529.60
CARQUEST	AUTOMOTIVE	1108834	4021	8032	25.83	25.83
CHAD PANKEY CONSTRUCTION	BRINE DEPOSIT	RETURN OF DEPOSIT	4022		10,000.00	10,000.00
CHARTER	COMMUNICATIONS	09/29/19-10/28/19	4023	7013	309.95	309.95
CITY OF GROVER BEACH	BILLING	AUGUST	4024	7081	1,934.00	1,934.00
COASTAL ROLL OFF	RUBBISH	SEPTEMBER	4025	7093	2,559.29	2,559.29
CULLIGAN/CCWT	EQUIPMENT RENTAL	OCTOBER	4026	7032	60.00	60.00
DE JESUS GARDENING	STRUCTURE MAINTENANCE	SEPTEMBER	4027	8060	450.00	450.00
ENDRESS HAUSER	STRUCTURE MAINTENANCE	DISINFECTION SYSTEM	4028	26-8065	2,860.36	2,860.36
ENGEL & GRAY	SOLIDS HANDLING	SEPTEMBER	4029	7085	3,049.12	3,049.12
EVERYWHERE RIGHT NOW	COMPUTER SUPPORT	OCTOBER	4030	7082	100.00	100.00
FARM SUPPLY	EQUIPMENT MAINTENANCE	69238; 69351	4031	8030	316.20	316.20
FGL ENVIRONMENTAL	CHEMICAL ANALYSIS	983210A	4032	7078	50.00	50.00
GRAINGER	OFFICE SUPPLIES	9297297773; 9299728643	4033	8035	150.58	150.58
GROVER TOOL RENTAL	EQUIPMENT RENTAL	CHIPPER	4034	7032	808.50	808.50
I.I. SUPPLY	OFFICE SUPPLIES	64332	4035	8035	12.84	12.84
JAN PRO	STRUCTURE MAINTENANCE	OCTOBER	4036	8060	260.00	260.00
JB DEWAR	FUEL	918103	4037	8020	254.92	254.92
MCMASTER CARR	EQUIPMENT MAINTENANCE	17069981	4038	8030	109.60	109.60
MINERS	EQUIPMENT MAINTENANCE	SEPTEMBER	4039	8030	441.67	441.67
MOSS, LEVY & HARTZHEIM	AUDIT	2019	4040	7072	5,000.00	5,000.00
OCSO	WATER	07/18/19-09/18/19	4041	7094	324.29	324.29
OEC	CHEMICAL ANALYSIS	1904601	4042	7078	85.00	85.00
PRAXAIR	EQUIPMENT RENTAL	08/20/19-/09/20/19	4043	7032	31.85	31.85
ROYAL ELECTRIC	STRUCTURE MAINTENANCE	447463; 447853	4044	26-8065	469.69	469.69
SANTA MARIA FAMCON PIPE	EQUIPMENT MAINTENANCE	S100013768.001	4045	8030	63.53	63.53
SITE ONE LANDSCAPE	EQUIPMENT MAINTENANCE	94864656; 94816508	4046	8030	372.11	372.11
SLOCTC	ZONE 1/1A	FY 2019/20	4047	7095	31,876.06	31,876.06
SO CAL GAS	UTILITY GAS	08/29/19-09/30/19	4048	7092	2,158.19	2,158.19
SO CO SANITARY	RUBBISH	OCTOBER	4049	7093	405.19	405.19
STANLEY	ALARMS	NOVEMBER	4050	7011	71.28	71.28
STATE FUND INSURANCE	WORK COMP	OCTOBER	4051	6080	1,706.33	1,706.33
USA BLUEBOOK	OFFICE SUPPLIES	024052	4052	8035	179.38	179.38
VWR	LABORATORY SUPPLIES	2019-150; 151	4053	8040	985.63	985.63
SUB TOTAL					\$ 68,790.99	\$ 68,790.99
SSLOCSO	SEPTEMBER TRANSFER	PAYROLL	4054		59,858.34	59,858.34
		RETIREMENT		6060	16,427.94	16,427.94
		MEDICAL		6010	18,729.72	18,729.72
SUB TOTAL					95,016.00	95,016.00
GRAND TOTAL					\$ 163,806.99	\$ 163,806.99

Warrant Register continues on next page.

ABALONE COAST ANALYTICAL	CHEMICAL ANALYSIS	19-5826	102119-4055	7078	87.00	\$ 87.00
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	NOVEMBER	4056	7082	720.77	\$ 720.77
AMERICAN BUSINESS MACHINES	OFFICE SUPPLIES	479203	4057	8045	290.94	\$ 290.94
AMY SIMPSON	CONFERENCE	CALPERS FORUM	4058	7067	111.00	\$ 111.00
ARAMARK	EMPLOYEE UNIFORMS	10/11; 10/18	4059	7025	475.68	\$ 475.68
AT&T	TELEPHONE	10/11/19-11/10/19	4060	7013	213.12	\$ 213.12
AUTOSYS	STRUCTURE MAINTENANCE	DISINFECTION SYSTEM	4061	26-8065	7,900.00	\$ 7,900.00
BRENNTAG	PLANT CHEMICALS	BPI989442; BPI990263	4062	8050	11,812.69	\$ 11,812.69
CANNON	STRUCTURE MAINTENANCE	PRIMARY CLARIFIER & CONTROL BOX	4063	26-8065	6,821.00	\$ 6,821.00
CITY OF ARROYO GRANDE	BILLING SERVICES	JULY TO SEPTEMBER	4064	7073	5,556.25	\$ 5,556.25
CITY OF GROVER BEACH	BILLING SERVICES	SEPTEMBER	4065	7081	1,754.50	\$ 1,754.50
CSDA	MEMBERSHIPS	2020 RENEWAL	4066	7050	7,077.00	\$ 7,077.00
FARM SUPPLY	EQUIPMENT MAINTENANCE	UNSCHEDULED MAINTENANCE	4067	8030	56.75	\$ 56.75
HAULAWAY	EQUIPMENT RENTAL	09/05/19-10/02/19	4068	7032	93.80	\$ 93.80
I.I. SUPPLY	SAFETY	64448	4069	8056	84.12	\$ 84.12
IMG MEDICAL GROUP	SAFETY	HEP B INJECTIONS	4070	8056	190.00	\$ 190.00
JB DEWAR	FUEL	919522	4071	8020	263.21	\$ 263.21
JONES AND MAYER	LEGAL COUNSEL	SEPTEMBER	4072	7071	481.00	\$ 481.00
KENNEDY/JENKS CONSULTING	REDUNDANCY	PHASE 2	4073	20-7080	947.10	\$ 947.10
MARIO DE LEON	TRAINING	PER DIEM	4074	767	167.00	\$ 167.00
MKN, ENGINEERING	REDUNDANCY ADMINISTRATION	6167	4075	20-7080	10,754.07	\$ 15,015.04
	WW PRETREATMENT PROGRAM	6168		19-8015	1,328.70	
	ENGINEERING REPORT & TECH	6169		20-7080	2,932.27	
OILFIELD ENVIRONMENTAL SUPPLY	CHEMICAL ANALYSIS	1904838	4076	7078	90.00	\$ 363.00
	BRINE SAMPLE	LOCSO		7086	273.00	
PACIFIC OVERHEAD DOOR	STRUCTURE MAINTENANCE	5,159.00	4077	8030	286.95	\$ 286.95
PG&E	ELECTRICITY	09/11/19-10/09/19	4078	7091	17,260.11	\$ 17,260.11
RINCON CONSULTANTS	REDUNDANCY	CEQA PLUS USDA FUNDING	4079	20-7080	3,240.00	\$ 3,240.00
SAFETY KLEEN	FUEL	81,050,539.00	4080	8020	423.30	\$ 423.30
SDRMA	AUTO INSURANCE	RAV 4	4081	7043	1,628.54	\$ 1,628.54
SPRINT	CELL PHONES	09/04/19-10/03/19	4082	7014	95.04	\$ 95.04
STANLEY	EQUIPMENT MAINTENANCE	REPAIR INVOICE	4083	8030	237.50	\$ 237.50
TENERA ENVIRONMENTAL	OCEAN OUTFALL	E19973	4084	7060	3,286.76	\$ 3,286.76
UMPQUA BANK	MEMBERSHIPS		4085	7050	384.50	\$ 3,096.69
	PERMITS/FEES/LICENSE			7068	106.45	
	TRAINING			7067	146.51	
	OFFICE SUPPLIES			8030	205.28	
	COMPUTER SUPPORT			7082	650.00	
	COMPUTER EQUIPMENT			7015	863.64	
	WEB HOSTING			7011	156.08	
	EQUIPMENT MAINTENANCE			8030	244.82	
	SAFETY SUPPLIES			8056	339.41	
USA BLUEBOOK	EQUIPMENT MAINTENANCE	38940	4086	8030	149.99	\$ 149.99
VWR	LAB SUPPLIES	2019-153; 2019-155	4087	8040	588.51	\$ 588.51
WINEMA INDUSTRIAL SUPPLY	SAFETY TRAINING	CONFINED SPACE TRAINING	4088	8056	1,407.53	\$ 1,407.53
SUB TOTAL					\$ 92,181.89	\$ 92,181.89
GRAND TOTAL					\$ 255,988.88	\$ 255,988.88

We hereby certify that the demands numbered serially from 100819-4018 to 102119-4088 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



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SUMMARY ACTION MINUTES Regular Meeting of Wednesday, October 2, 2019

1. CALL TO ORDER AND ROLL CALL

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

Present: Jeff Lee, Chair, City of Grover Beach
Caren Ray Russom, Vice Chair, City of Arroyo Grande
Linda Austin, Director, Oceano Community Services District

District Staff: Jeremy Ghent, District Administrator;
Gil Trujillo, District Legal Counsel
Amy Simpson, District Bookkeeper/Secretary
Mychal Jones, Plant Superintendent

2. PLEDGE OF ALLEGIANCE

Director Ray Russom led the Pledge of Allegiance.

3. AGENDA REVIEW

Approved as published.

4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

There was no public comment.

5. CONSENT AGENDA:

5A. Approval of Warrants

5B. Approval of Meeting Minutes of September 4, 2019

There was no discussion on the Consent Agenda.

Motion: Director Ray Russom
Second: Director Austin
Action: Approved unanimously by voice vote.

6. ACTION ITEMS:

6A. CONTRACT FOR COASTAL HAZARD MONITORING WITH RINCON CONSULTANTS

Recommendation:

Administrator Ghent presented this item. This item is a task required to satisfy a Coastal Development Permit condition. The consulting firm, ESA, developed a Coastal Hazards Monitoring plan for the District. This contract presented today is to implement the plan which requires monitoring for certain conditions and surveys. This item will provide the first-year tasks. The monitoring will be on going and the cost has been built into the rate structures developed by Bartle Wells and Associates to operate after the redundancy project is complete. The Board had a brief discussion regarding the annual operating cost and rain events.

There was no Public Comment.

Motion: Director Austin made a motion to authorize the District Administrator to execute a contract for Environmental Monitoring Services Professional Engineering Services with Rincon Consultants in the amount of \$66,609.

Second: Director Ray Russom

Action Approved unanimously by roll call vote.

6B. COUNTY SCHEDULE 15 FOR FISCAL YEAR 2019/2020

Administrator Ghent presented this item. This is an annual effort to reconcile District money at the County.

There was no public comment.

Motion: Director Ray Russom motioned to authorize the Chair to sign Schedule 15 approving the Auditor-Analyst recommendation to increase the General-Purpose Reserves by \$205,945.

Second: Director Austin

Action Approved unanimously by roll call vote

6C. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Administrator Ghent presented this report and said November's agenda will be full with a comprehensive update on the Redundancy Project; the construction management contract (CM); and an update to scope, schedule and budget for the Redundancy Project. There will also be updates on Central Coast Blue Project; the County Zone 1/1A Flood Control Project. He said there will be a kick off meeting with Cannon on replacement of the primary drive unit. He announced a new IT provider has replaced Central Coast Tech Consultants and said a public record request from Transparent California was received. The completion of the review of the 2019 financials for the audit has been completed. Patricia Price

toured the plant with Superintendent Jones. Upcoming agendas items are the Central Coast Blue Project MOA; update to the District Purchasing Policy; progress and schedule update and contract for CM on Redundancy and District goals.

Superintendent Jones presented the plant operations report. The District did exceed the NPDES permit limit for fecal coliforms. The cause of exceedance is an abnormality. This was the first violation of the year. He said staff did install the new disinfection system. He also presented a brief report on energy consumption. Staff purchased a valve for the Primary Clarifier Rehab and Control Box Valve Replacement Project. Approval was given by the Chair prior to the purchase and is within the Purchasing Policy.

Chair Lee elaborated on his decision to sign the purchase order for the valve to avoid delays in the project.

Chair Lee opened the Public Comment. Patricia Price thanked Superintendent Jones for the tour. Public Comment was closed.

The Board received and filed this report.

7. MISCELLANEOUS ITEMS:

Next Regular Board Meeting will be in the City of Grover Beach City Hall Chambers.

8. BOARD MEMBER COMMUNICATIONS

None.

10. ADJOURNMENT

6:33 p.m.

THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE BOARD OF DIRECTORS AT A SUBSEQUENT MEETING.

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SUMMARY ACTION MINUTES Special Meeting of Wednesday, October 2, 2019

1. CALL TO ORDER AND ROLL CALL

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

Present: Jeff Lee, Chair, City of Grover Beach
Caren Ray Russom, Vice Chair, City of Arroyo Grande
Linda Austin, Director, Oceano Community Services District

District Staff: Jeremy Ghent, District Administrator;
Gil Trujillo, District Legal Counsel

2. PUBLIC COMMENT ON ITEM 3

There was no public comment.

3. CLOSED SESSION

Legal Counsel Trujillo announced Closed Session.

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Jeremy Ghent and Alicia Lara
Employee organization: SEIU

4. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

There was no reportable action.

5. ADJOURNMENT

***THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE
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STAFF REPORT

To: Board of Directors

From: Jeremy Ghent, District Administrator

Via: Mychal Jones, Plant Superintendent

Date: November 06, 2019

Subject: **REQUEST APPROVAL TO PURCHASE REPLACEMENT EQUIPMENT FROM OVIVO FOR THE PRIMARY NO. 1 CLARIFIER REHABILITATION AND CONTROL BOX VALVE REPLACEMENT PROJECT**

RECOMMENDATION:

1. That the Board of Directors approve and authorize the District Administrator to purchase replacement equipment from Ovivo for the Primary No. 1 Clarifier Rehabilitation and Control Box Valve Replacement Project in the amount of \$104,210, and;
2. Authorize staff to dispose of existing clarifier equipment.

BACKGROUND AND DISCUSSION:

The District has begun the Primary No. 1 Clarifier Rehabilitation and Control Box Valve Replacement Project and plans to solicit bids in December for construction. In order to keep the project on track and completed prior to the start of the Redundancy Project, the District is seeking approval to purchase the necessary equipment from Ovivo for the Project. Purchasing the equipment will allow Ovivo to begin manufacturing the equipment immediately (14 to 16-week lead time) prior to the District procuring a contractor for construction. Due to the long equipment lead time, it is not recommended to wait for the selected contractor to procure the materials needed because it would push the project well into the start of the Redundancy Project.

Fiscal Consideration:

A line item of \$295,000 was included in the Adopted Budget for Fiscal Year 2019/20, under Fund 26, Account No. 26-8065. Staff recommends that a portion of the budgeted funds be used for the purchase of the necessary equipment from Ovivo, and the remaining funds be used for construction.

Attachment: Ovivo Proposal Q1208.3-KH

**SOUTH SAN LUIS OBISPO
SAN LUIS OBISPO, CA
MYCHAL JONES**

AREA REPRESENTATIVE

Coombs Hopkins Company
Jeremy Neill
760.931.0555
Jeremy@chc.com

PREPARED BY

Karen Burns
Phone (801) 931-3027
Fax (801) 931-3080
Karen.burns@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT) is pleased to offer the following proposal to provide pricing for one (1) new complete C40HT drive unit with new skimming mechanism, rake arms, rake blades, bridge and platform. This is a direct replacement for existing EIMCO 55' Ø Clarifier, Type C3, under serial number 24365-01.

ITEM I: Replacement Drive Unit and Components:

- Basic C40HT drive unit, rated at 42,000 ft. lbs.
- Drive torque control unit with micro switches and actuating pin
- Motor drive package (1 ½ HP TEFC motor, reducer, sprockets, chain and guard)
- Premium Ovivo paint scheme, two (2) coats of Tnemec Tnene-Fascure Series 161HS or Hi-Build Epoxyline Series 66HS @ 4-6mils DFT
 - o Top coated with (1) coat of Tnemec Series 73 Endura Shield urethane paint @ 2-3 mils DFT (sky blue color)
 - o Top coat is highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and weathering
- Installation fasteners & shim kit (304 SS)
- O & M manual
- Assembly fasteners – 304 SS
- One (1) new skimming mechanism to include the following:
 - One (1) 3' skimming device assembly (Alum/SS)
 - One (1) Scum box, 316 stainless steel
 - Scum box supports
 - One (1) Skimmer arm and skimmer support
 - Clamps
 - Skimmer support brace
 - Channel clamp
 - Counter balance form
 - Assembly fasteners 304 stainless steel
- One (1) new walkway, platform and handrail assembly to include the following:
 - Walkway, 304 Stainless steel
 - Handrail, 2 rail design, Aluminum
 - Walkway floor, FRP (Dark Gray)
 - Drive platform, 304 Stainless steel
 - Platform handrail, 2 rail design, Aluminum
 - Drive platform floor, FRP (Dark Gray)
 - Assembly fasteners, 304 stainless steel
- Two (2) Rake arms to include the following:
 - Rake arms, steel
 - Inner, middle and outer blades
 - Inner, middle and outer squeegees, stainless steel
 - Assembly fasteners, 304 stainless steel
- All mild steel will be prime painted Tnemec 161 HS or Hi-Build Epoxyline series

- 66HS, 4-6 mils, 1 coat
- FOB ship point freight prepaid and allowed
- Engineering
- One (1) year warranty (with Ovivo startup and checkout services)
- One (1) trip of one (1) day with Ovivo field serviceman for start-up and check-out of new components of the clarifier mechanism and to validate the one (1) year warranty

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE	PRICE
I	N/A	One (1) Clarifier Drive unit and Components	14-16 Weeks	\$104,210.00

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser, if applicable. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo’s standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser’s acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser’s expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PRICING TERMS

All prices quoted are in US Dollars. Prices are good for 30 days. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are: One hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoice will be submitted after all materials have been received at the job site or they have been successfully installed by an Ovivo contractor and the field service check-out and start-up procedure is finalized. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
4246 Riverboat Road - Suite 300,
Salt Lake City, Utah 84123-2583
Fax #: 801-931-3080
Tel. #: 801-931-3027
karen.haddow@ovivowater.com

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required over and above the Field Services described above, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection. Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only. It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be

field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition. Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance within 30 days of the date stated on this proposal. If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5%

per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

STAINLESS STEEL AND ALUMINUM PRICE ESCALATION

Recently, we have experienced sharp increases in various metal prices. We are continuously monitoring the markets but to remain competitive, we will not attempt to cover all possible escalations from Bid Date to steel and aluminum order placement.

In addition, due to potential material cost fluctuations, the prices quoted in the proposal may be increased based on the actual material cost at the time steel fabrication begins. Steel fabrication is to begin no later than 3 weeks after submittal approval.

Example of calculation: assuming a proposal made in January for 316/316L steel fabrication purchase order placed in March. The surcharge in January, at time of proposal, was \$0.7460 and the surcharge at time of steel fabrication is \$0.9460. An additional \$0.20/lbs. will be added. Ovivo reserves the rights to make a new proposal if the difference between the surcharges is increased.

Ovivo USA – Terms & Condition of Sale

1. ACCEPTANCE. The proposal of Ovivo USA, LLC (“SELLER”), as well as these terms and conditions of sale (collectively the “Agreement”), constitutes SELLER’s contractual offer of goods and associated services, and PURCHASER’s acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER’s acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER’S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER’S proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER’S acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER’S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER’S interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER’S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER’S rights relating to a breach or threatened breach of the payment terms by PURCHASER.

5. TAXES. Unless otherwise specifically provided in SELLER’S quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER’S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, “Products”) shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER’S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER’S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER’S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER’S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER’S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER’S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER’S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER’S design, SELLER’S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER’S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER’S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER’S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER’S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers’ standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER’S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER’S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent’s subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER’S negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER’S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER’S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER’S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER’S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. “Force Majeure” shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER’S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER’S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties’ intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

REVISION DATE – APRIL 2016

**NORTH AMERICAN
FIELD SERVICE RATE SHEET**

Effective January 2019

Standard (Travel)	Daily Rate (8 hour day)	\$ 1,200. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 150. ⁰⁰
Standard (Labor)	Daily Rate (8 hour day)	\$ 1,200. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 150. ⁰⁰
Saturday	Daily Rate (8 hour day)	\$ 1,800. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 225. ⁰⁰
Sundays/Holidays *	Daily Rate (8 hour day)	\$ 2,400. ⁰⁰
Hourly Rate (4 hour minimum)		\$ 300. ⁰⁰
Overtime **	Hourly Rate - Standard Day	\$ 225. ⁰⁰
Hourly Rate - Weekends & Holidays		\$ 300. ⁰⁰

- * Sunday and Holidays requests will be billed at the double time rate
- ** For all hours worked over eight (8) hours per standard day and Saturdays

UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%

Please Note:

- All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at **actual cost** plus 10% and documentation will be provided for these expenses. Travel/Labor on Saturday and all overtime, will be billed at the overtime rate. Travel/Labor on Sundays or Holidays, will be billed at the double-time rate. ***If a fixed Per Diem rate is required, it will be charged at \$250.⁰⁰ per day (lodging and meals) with the exception of the east coast where the price will be \$300.⁰⁰.***
- Use of **Ovivo USA** Fleet vehicles for travel will be charged at the rate of \$0.58 per mile.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

STAFF REPORT

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: November 6, 2019

**Subject: RESCHEDULE JANUARY'S REGULAR BOARD OF DIRECTORS
MEETING TO JANUARY 15, 2020.**

RECOMMENDATION:

That the Board of Directors reschedule the regular Board meeting of January 2020 to January 15, 2020 due to the New Year's Day holiday.

BACKGROUND:

The Board meets once a month on the first Wednesday. This year, the regular January meeting of the Board is scheduled for 6 p.m. Wednesday, January 1st, the evening of the New Year's Day Holiday. District staff prefers to reschedule the meeting for the third Wednesday of the month instead of cancelling the January meeting.

There is no fiscal impact.

OPTIONS:

1. Reschedule the January Board meeting for January 15, 2020; or
2. Provide other direction to staff.

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STAFF REPORT

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: November 6, 2019

Subject: **CONSIDERATION OF ADOPTING A RESOLUTION GRANTING COST OF LIVING ADJUSTMENTS AND MODIFICATIONS TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AND SERVICE EMPLOYEES' INTERNATIONAL UNION LOCAL 620; AND ADOPTING A DISTRICT SALARY SCHEDULE**

RECOMMENDATION:

Adopt Resolution No. 2019-411 which:

1. Grants Cost of Living Adjustments and Modifications to Benefits for the Memorandum of Understanding between the South San Luis Obispo County Sanitation District and the Service Employees' International Union Local 620, Exhibit "A"; and
2. Adopts a District Salary Schedule, as required by California Public Employees Retirement System (CalPERS), Exhibit "B".

BACKGROUND

On November 15, 2017, the Board approved the first ever Memorandum of Understanding (MOU) for individuals in the non-exempt operator series classifications represented by the Service Employees' International Union (SEIU) Local 620. Within the MOU were provisions for salary Cost of Living Adjustments and changes in benefit provisions.

There are six District operator classifications represented by SEIU. Those classifications are Wastewater Plant Operations Supervisor, Wastewater Plant Senior Operator, Laboratory Technician, Wastewater Plant Operator II, Wastewater Plant Operator I, and Wastewater Plant Operator-in-Training Intern.

DISCUSSION:

The item before the Board this evening is a recommendation to authorize salary increases and benefit modifications for employees in classifications represented by SEIU. Below are highlights of the changes to compensation; and a recommendation to adopt a District Salary Schedule.

In addition, the full salary schedule reflective of the recommended salary increases above is included for Board approval.

Summary of Changes to SEIU MOU:

Salary: Employees in classifications represented by SEIU are recommended to receive salary increases of 3% of base salary in July 2019 and 2.75% of base salary in July 2020.

Medical: The District contribution toward health premium costs (which includes the Minimum Employer Contribution for active employees as defined in Exhibit "A") is based on shared cost increases to Blue Shield Access+ from 2019 rates to 2020 rates, and 2020 rates to 2021 rates, with a cap for the employee share increase of \$125.00 per each year of the two year contract. Employees are able to select the coverage of their choosing from three HMO and three PPO plans available in Region 2, which includes San Luis Obispo and Santa Barbara counties. With three of the six available options, the District contribution toward premiums will cover full premium costs. If an employee elects to be covered under one of the other three plans, they must pay the difference between the District's contribution and the full premium cost through a payroll deduction.

Sick Leave: Long-term employee eligibility for sick leave cash out upon separation of employment for up to 480 hours accrued is reduced to fifteen (15) years of service, previously twenty (20) years of service.

Life Insurance: The District has not provided life insurance for employees in the past. The proposal before the Board this evening includes a \$25,000 life insurance policy for employee-only coverage. Most agencies in the local area and region provide some level of life insurance to their employees. This benefit comes with a nominal cost and aligns with the District's desire to stay competitive in the market.

Other language changes are recommended to fully align with current practices or for clarification purposes. The initial pages of Exhibit "A" are in legislative changes mode and cover only those areas of the contract subject to change. Following the legislative changes, is a full version of the Memorandum of Understanding which includes the recommended changes.

Staff is recommending the Board adopt Resolution 2019-411 and attachment Exhibit "A", which defines the compensation package for current employees in classifications represented by SEIU.

With regard to salary schedules, agencies covered by the California Public Employees Retirement System (CalPERS) are required to present full salary schedules to be approved by the governing body. Staff is also recommending adoption of a complete salary schedule, attached as Exhibit "B", which includes the recommended changes above, as well as the previously approved salary modifications for the Non-Represented Employees pursuant Resolution 2019-408, and salary modifications for the District Administrator pursuant to Resolution 2019-396.

Options:

1. Adopt the attached resolution and exhibits defining the compensation package for employees in classifications represented by SEIU and approving a full salary schedule as required by CalPERS.
2. Do not adopt the resolution.

3. Provide further direction to staff.

Fiscal Considerations:

The total cost during the remainder of this fiscal year is approximately \$25,200. The FY 19/20 Budget anticipated increases in payroll costs and there is adequate budget available for these additional costs.

Attachments:

Resolution No. 2019-411

Exhibit "A" to Resolution No. 2019-411

Exhibit "B" to Resolution No. 2019-411 District Salary Schedule for Full-Time

Employees Effective July 1, 2019

SSLOCSD TENTATIVE AGREEMENT WITH SEIU LOCAL 620, ~~PENDING FINAL APPROVAL BY THE SSLOCSD BOARD OF DIRECTORS~~

The following amendments represent a full tentative agreement to a successor MOU between the South San Luis Obispo County Sanitation District and the Service Employees' International Union Local #620, for SSLOCSD Represented Employees. The below changes will be presented to the SSLOCSD Board of Directors for approval and adoption.

1. ~~B. 2. RECOGNITION~~ Recognition – T/A

The Union unit was recognized by State Mediation and Conciliation Services on October 13, 2016. This MOU expressly excludes all employees in classifications not represented in the bargaining unit. ~~Represented classifications both full-time and part-time are: Wastewater Plant Operations Supervisor, Wastewater Plant Senior Operator, Laboratory Technician, Wastewater Plant Operator II, Wastewater Plant Operator I, and Wastewater Plant Operator-in-Training Intern.~~ This MOU applies to full-time and part-time employees as defined by the Personnel Policy Manual, Section 2000.

2. ~~DEFINITIONS~~ – T/A

Full-time employees (defined in Personnel Policy Manual Section 2000), are scheduled 40-hours per work week. Benefits defined in this MOU are based on full-time employment.

Part-time employees (defined in Personnel Policy Manual Section 2000), scheduled a consistent average of 30 hours per workweek, shall receive a pro-rata portion of paid leave and health benefits according to hours worked; and are eligible to participate in CalPERS retirement, as determined by CalPERS.

3. ~~REPRESENTATION~~ – T/A

Release Time

The District and Union agree that, upon approval of the District Administrator to release employees from their normal duties, Union staff representatives shall be given access to working locations during hours of work to conduct grievance investigations unless doing so would unduly disrupt operations. A staff representative is defined as a paid full-time or part-time employee of the Union.

4. ~~UNION SECURITY (AGENCY SHOP & MEMBERSHIP AND MAINTENANCE OF MEMBERSHIP)~~ – T/A

A. ~~Election~~

This Agency Shop provision went into effect following certification of the election results by the State Mediation and Conciliation Service on October 13, 2016. Dues and

~~fees paid by employees shall become effective with the first full pay period following adoption of this MOU.~~

~~B. Definition~~

~~Agency Shop as used in this Article means an organizational security agreement as defined in Government Code Section 3502.5 and applicable law.~~

~~C. Agency Fee~~

~~Each employee in the Unit shall be required to choose to: a) become a member in good standing of the Union; or b) satisfy the agency fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth below. New employees must make the required choice within 30 days of employment in the Unit.~~

~~Unless the employee has a) voluntarily submitted to the District an effective dues deduction request; b) notified the Union of his/her intent to pay an agency fee (full fee or reduced because objections filed), as evidenced by written notice of same from the Union to the District; or, c) qualified for exemption upon religious grounds as provided below, the District, upon notice from the Union of the employee's failure to make a timely choice, shall process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union. The amount of the fee to be charged shall be determined by the Union subject to applicable law; and shall therefore be an amount not to exceed the normal periodic membership dues and general assessments applicable to Union members.~~

~~D. Objection~~

~~As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency shop fee shall not reflect expenditures which the courts have determined to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions and ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing and litigation.~~

~~E. Conformance With Law~~

~~The Union represents that the collection, administration and use of Agency Fee funds shall be in conformance with the law. In addition, the Union shall comply with applicable law regarding disclosure of its expenses, notice to employees of their right to object, provision for Agency Shop fee payers to challenge the Union's determinations of amounts chargeable to objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. The Union shall make~~

~~available, at its expense, an expeditious administrative appeals procedure to Unit Employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). A copy of such procedure shall be made available upon request by the Union to non-Union employees and the District. The foregoing description of permissible agency shop fee charges and related procedures is included here for informational purposes and is not intended to change applicable law. The District will promptly remit to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.~~

F. Employee Notification

~~Each non-member who is required to pay an agency fee shall annually receive written notification from the Union of the amount of the deduction and the procedure which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee. The District shall be sent a copy of this yearly notice. Upon request by the Union, the District shall provide the appropriate employee mailing list. The District will make a reasonable effort to distribute to each new employee in the Unit, a letter supplied by the Union which describes the Agency fee obligation.~~

G. Religious Exemption

~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or supporting employee organizations shall not be required to meet the above agency fee obligations, but shall pay by means of mandatory payroll deduction an amount equal to the agency shop fee (proportionate share of the Union's cost of legally authorized representational services), to a non-religious, non-labor charitable organization exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code, as designated by the employee from a list provided by the District.~~

~~To qualify for the religious exemption the employee must provide to the Union, with a copy to the District, a written statement of objection, along with verifiable evidence of membership as described above. The District will implement the change in status within thirty (30) days unless notified by the Union that the religious exemption is not valid.~~

H. Provision of Information

~~The Union shall furnish any information needed by the District to fulfill the provisions of this Article.~~

I.A. Dues/Fee Deductions

~~Any of the above described payment obligations~~Dues shall be processed by the District in the usual and customary manner and time frames.

~~J.B. Leave Without Pay~~

~~Employees on an unpaid leave of absence for an entire pay period or more shall have agency shop fees/dues suspended. Fee deductions shall have the same priority as dues deductions in the current hierarchy for partially compensated pay periods.~~

~~K. Rescission of Agency Shop~~

~~The Agency Shop provision may be rescinded pursuant to the procedures contained in Government Code Section 3502.5(d).~~

~~L. Union's Right to Implementation Election~~

~~The Union shall have the right pursuant to state law to implementation elections during the term of this agreement if the agency shop provision is rescinded under the terms of Section J above. If the Union requests an implementation election, the election will be conducted by the California State Mediation and Conciliation Service.~~

~~M.C. Indemnification/Hold Harmless Clause~~

~~The Union agrees to fully indemnify, defend and hold harmless the District and its officers, employees and agents against any and all claims, proceedings, settlements and/or liability regarding the legality of this Article or any action taken or not taken by or on behalf of the District under this Section.~~

~~N.D. Maintenance of Membership~~

~~All regular unit employees on the effective date of this MOU are members of the Union in good standing and all such employees who thereafter voluntarily become members of the Union shall maintain their membership in the Union in good standing during the term of this MOU, subject however, to the right to resign from membership during Pay Period 13 and 26 annually.~~

~~Resignation requests submitted to the District shall be referred to the Union. When resignation requests are received outside the window period, the Union will promptly provide such members a letter explaining the maintenance of membership provision, along with a copy of this section of the MOU. Union members who drop their Union membership but are subject to Agency Shop fee provisions shall still be required to comply with their financial obligations under the Agency Shop provisions. Fee payers may change their status from full fee payer to "core" fee payer by submitting a written request to the Union during the month of August annually.~~

~~All employees in the bargaining unit who are members and dues payers on the effective date of the agreement shall remain dues payers for the duration of the~~

agreement unless they choose to drop membership dues in June of each year of the agreement.

7. AGENCY SHOP EMPLOYEE INFORMATION – T/A

~~As required by law, the~~The District will supply names, addresses, phone numbers, and personal e-mail addresses (if available) ~~monthly and~~ when employees are hired.

10. EMPLOYEES' RIGHTS – T/A

C. Right of Free Exercise

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or any employee organization because of his/her/their exercise of these rights.

D. Employee Status

~~E~~With the exception of employees serving new-hire probation, employees represented by this agreement are not "at will" employees and as such have rights codified not only under federal and state law, but also under the terms of this MOU.

12. NON-DISCRIMINATION – T/A

A. Application

The District and the Union agree that the provisions of this agreement shall be applied equally without favor or discrimination to all employees ~~without favor or discrimination in classes protected by Federal or State law including, but not limited to: because of race, creed, age, genetic information, marital status, medical condition, mental or physical disability, national origin/ancestry, pregnancy, race/color, religion/creed, sex/gender, sexual orientation, preference, gender identity, military/veteran status, political-or-religious affiliations, or disability any other class protected by law.~~

B. Unlawful Interference

The District and the Union agree that neither will unlawfully interfere, intimidate, restrain, coerce, nor discriminate against any employee in his/her/their free choice to participate or not participate in Union activities, or to join or not to join the Union.

13. PERSONNEL FILES – T/A

A. Inspection of Files

Material in the personnel file of a unit member which may serve as a basis for affecting the status of his/her/their employment will be made available for inspection by the employee involved. The request to review a file shall be made by the affected employee in writing to the District Administrator. Upon receipt of a written request, the District Administrator or designee shall allow for review within a reasonable amount of time, within two (2) working days if possible.

B. Comments and Review

When information of a derogatory nature is placed in his/her/their personnel file a unit member will be given notice and an opportunity to review and comment on that material. An employee will have the right to have his/her/their own written comments attached to any such derogatory statement, within fifteen (15) working days after given notice of opportunity to review and comment.

C. Authorization to Examine Files

A unit member shall have the right to authorize, in writing, a Union staff representative to examine his/her/their personnel files. This authorization must be renewed with each subsequent request for review.

15. HOURS OF WORK – T/A

A. Work Schedule

~~Covered employees shall be assigned to work 80 hours in each two-week payroll period consisting of 10 work days of eight hours each.~~ The regular daily work schedule for full-time employees shall be eight (8) hours and the regular weekly work schedule shall be forty (40) hours. The regular daily work schedule for part-time employees is at least 30-hours per workweek.

The workweek begins on Saturday at 12:00 a.m., and ends on the following Friday at 11:59 p.m. Covered employees shall be assigned to work 80 hours in each two-week A bi-weekly payroll period for full-time employees consisting of ten (10) work days of eight (8) hours each.

Assignment of work days and scheduled days off under this schedule shall be at the discretion of the District. Changes of work schedule while at the discretion of management will require a minimum of 72 hours' notice unless the schedule change is due to an emergency declared by the District Administrator and/or Wastewater Plant Superintendent that would significantly affect operations.

B. Emergency Response

In the event of a declared emergency, the District Administrator or his/her/their designee shall have the authority to suspend all leave and cause all employees to return to duty.

Employees are responsible for providing current contact information and responding to work upon call at all times outside the regular work week for response in times of national emergency, civil disorder or a disaster, or during times when the health, welfare and safety of the public may be in jeopardy, and to be compensated for the extra work.

16. OVERTIME – T/A

Overtime is defined as hours worked in excess of the regular daily eight (8) hour work schedule, or in excess of the assigned 40-hour work schedule in a workweek. Paid leave shall be considered time worked for the purposes of computing overtime hours. In addition to their regular time bi-weekly pay, which may include holiday pay or other paid leave, covered eEmployees will shall receive overtime pay at a rate of one and one-half (1-1/2)1.5 times the regular hourly rate of pay for all hours worked in addition to excess of the assigned work schedule an eight (8) hour day or a forty (40) hour workweek. ~~Overtime is defined as hours worked in excess of the regular daily work schedule or in excess of the assigned 40 hour week. Paid leave shall be considered time worked for the purposes of computing overtime hours.~~

17. COMPENSATORY TIME – T/A

Definition: For purposes of this MOU, compensatory time off (“CTO”) is time earned in lieu of immediate cash payment for overtime hours worked. Overtime hours are defined above, but not cashed out (as opposed to “paid leave time” which encompasses all paid leave categories including, but not limited to CTO, Standard Holiday Pay, Float Holiday Pay, Vacation Leave, Sick Leave, Paid Administrative Leave, etc.).

~~If the employee works longer than eight (8) hours including drive time during any training or seminar, the employee shall accrue CTO at a rate of 1.5 times. When employees work overtime they may request to be paid in compensatory time in lieu of cash payment and the decision is at the discretion of the District Administrator. CTO can may be used in lieu of Vacation or Sick Leave and requested under those provisions. The amount of time is accrued at 1.5 times but paid at regularly hourly rate.~~

18. STANDBY PAY AND AFTER HOURS CALL-BACK T/A

A. Standby

An employee on standby duty will:

- be required to wear a pager or use a District issued cell phone; and
- be able to arrive at District facilities within 35 minutes.

The standby employee may pursue any personal activity that leaves him/her/them available to promptly, safely and competently respond to calls for response to operational problems or emergencies.

Employees required to perform standby service will be paid at the rate of ~~\$50~~\$3.13 per ~~day~~hour. When required, backup standby will be paid at a rate of ~~\$10~~\$0.63 per ~~day~~hour. No employee shall simultaneously be paid for stand-by duty time and other compensable duty time.

~~This is in addition to the employee's pay for regular duty work schedule and is also in addition to any overtime actually worked. Thus, if/ff an employee on standby must respond to a problem that results in time actually worked in excess of a 40-hour weekovertime, the standby employee will be paid for the time actually worked at one and one-half times the regular rate pursuant to After Hours Call-Back, below. An employee on standby duty will be required to wear a pager or cell phone and be able to arrive at District facilities within 35 minutes. The standby employee may pursue any personal activity that leaves him/her available to promptly, safely and competently respond to calls for response to operational problems or emergencies.~~

Standby pay will end once the employee is on site.

B. After Hours Call-Back

Each non-exempt employee who responds to a call-back after normal work hours, ~~including on-call workers,~~ shall be compensated for a minimum of two (2) hours for each response. If the time worked on call-back qualifies as overtime, then the hours worked will be compensated at one and one-half times the regular rate of pay. If actual work exceeds 2 hours, then all-time worked will be accounted for and paid on an hour for hour basis to the nearest quarter hour. ~~If the time worked on call back qualifies as overtime, then the hours worked will be compensated at one and one-half times the regular rate.~~ This call-back section applies to call-back on regular work days or on weekends and holidays.

19 HOLIDAYS T/A

The following are the standard paid holidays observed by this District:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- February 12th, ~~known as "~~ (Lincoln's Birthday)"
- Third Monday in February (Washington's Birthday observed)
- March 31 (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October, Columbus Day
- November 11 (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- ~~The Friday immediately following~~after Thanksgiving Day
- December 25 (Christmas Day)

A. Floating Holiday – T/A

The floating holiday shall be credited to each employee who is employed by the District on July 1 of each year, provided the employee was employed continuously by the District on or before the previous January 1. ~~The floating holiday hours will be credited on July 1 of each year.~~

C. Regular Part-time Employees

Regular part-time employees shall receive holiday pay on a pro rata basis according to hours worked. ~~This does not apply to temporary employees.~~

20. VACATION – T/A

Represented employees shall earn and accrue vacation time on an annual basis in the following manner:

From 0 up to 2 years	10 days
From 2+ up to 4 years	11 days
From 4+ up to 5 years	12 days
From 5+ up to 6 years	13 days
From 6+ up to 7 years	14 days
From 7+ up to 8 years	15 days
From 8+ up to 10 years	16 days
From 10+ years	1+ day/year, up to 22 days maximum

Part-time employees shall earn and accrue vacation time on a pro-rata basis according to hours work, pursuant to the schedule above.

In the event one or more District holiday falls within ~~an annual~~ vacation leave, such holidays shall not be charged as vacation leave, ~~and the vacation leave shall be extended accordingly.~~

21. SICK LEAVE T/A

A. Accrual

Each ~~regular-scheduled~~ full-time employee covered by this MOU will earn sick leave from the date of employment, at the rate of one (1) day of sick per month to be accrued. ~~Regular-Each~~ part-time employees shall receive sick leave from date of employment, on a pro rata basis according to hours worked. ~~This does not apply to temporary employees.~~

B. Usage

Sick leave may be used for ~~such things as~~: personal illness or injury; required attendance of an employee upon a sick or injured spouse, child or other immediate family member residing with the employee; medical or dental appointments.

C. Separation of Employment

Upon separation of employment, long term employees' accumulated sick leave of up a maximum of 480 hours to be paid out according to length of District service:

10 years' service completed	25% <u>50%</u>
15 years' service completed	50% <u>100%</u>
20 years' service completed	100%

D. Sick Leave Donation

Employees may voluntarily transfer donate up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer donation shall be on an hour for hour basis and subject to the following conditions:

The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. ~~No transfers of sick leave shall be allowed when the donating employee is terminated, separated or retires from the District within nine (9) months after the donation.~~ All transfers donations to the "sick leave bank" shall be non-reversible and donations shall be processed on the District's Personnel Action Form in the same manner as any other leave request.

The District reserves the right to request ~~additional information on the nature of the injury or illness and/or require verification sufficient documentation~~ from a ~~medical doctor/health care provider regarding the diagnosis~~ prior to making an eligibility determination.

E. Conversion

Twenty-five percent (25%) of ~~the an employee's~~ sick leave balance may be converted to vacation or ~~pay-cashed-out~~ if no sick leave is used by an employee during the ~~calendar fiscal~~ year provided that the employee was employed continuously from ~~January-July~~ 1st through ~~December-June 30th~~31st. The employee must request the conversion during the month of ~~January-July~~ for the previous ~~calendar fiscal~~ year. Failure to request the conversion during ~~January-July~~ will result in ineligibility for conversion for the previous ~~calendar fiscal~~ year. All requests for conversion are non-reversible and shall require prior approval by the District Administrator.

24. JURY DUTY – T/A

Employees of the District who are called or required to serve as a trial juror upon notification and appropriate verification submitted to ~~his/her/their~~ supervisor shall be entitled to be absent from ~~his/her/their~~ duties with the District during the period of such service or while necessarily being present in court as a result of such call. The employee's normal pay shall be continued during jury duty. It is also conditional upon the employee's conveyance to the District of any compensation received. The employee shall turn over ~~his/her/their~~ jury duty pay to the District if jury duty pay is issued by the Courts. Mileage reimbursement issued by the Court remains the property of the employee.

25. ALLOWANCES – T/A

B. Daily Uniform

Employees ~~shall be expected to~~ avoid negligence to limit damage in the care of their uniforms.

Employees shall maintain their uniforms and other clothing worn on the job in neat and clean condition. The employee shall ~~replace-notify their supervisor if an item becomes~~ worn or damaged ~~clothing items at for timely replacement by the~~ District ~~cost~~.

D. Operator Grade

A salary ~~increase certificate incentive~~ of 2.5% of base pay for operator grade obtained above that required for the employee's position classification will be paid upon certification as issued by the State of California. The salary ~~increase certificate incentive~~ of 2.5% shall only be paid for one operator grade obtained and maintained above that required for the position classification.

E. Computer Purchase

Provides for \$1,500 interest free computer purchase loan payable within two years from employee's salary as a payroll deduction. In order to receive this loan, the employee is required to have passed probation and must enter into a repayment contract for District reimbursement.

26. HEALTH T/A

The District shall ~~pay an amount equal to the current basic plan option make~~ monthly premium contributions as defined below, for the District's medical plan for the employee and the employee's dependent coverage.

A. Employer Contributions for Active Employee Healthcare Coverage

For active employees participating in the District's full flex plan, the District will contribute the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMHCA), per month per employee to be used solely toward medical premiums. If the premium cost for medical coverage is less than the District's flex dollar contribution, the employee shall not receive any unused portion in the form of cash. -The MEC is determined by CalPERS and subject to change on an annual basis. For 2017, the MEC is \$128. Effective January 1, 2018, the MEC will be \$133.00 per month.

1. District Flex Dollar Contributions

In each of the contract years, the District's base flex dollar allowance will be established on the following amounts for health. The amounts include the PEMHCA ~~minimum employer contribution~~ MEC, which for calendar year 2019 is \$136.00 per month. 2017 is \$128.00. In calendar year 2018, the minimum employer contribution will be \$133.00. Part-time employees shall receive a prorated share of the District's flex dollar contribution.

The ~~base rates~~ District contributions including the MEC during this contract are up to:

Employee only:	\$778.45
Employee plus 1 dependent:	\$1,556.90

Employee plus 2+ dependents: \$2,023.97

2. Cost Sharing for Rate Increases ~~Beginning infor~~ Calendar Year ~~2018~~ 2020 and 2021

~~Beginning with the 2018 Plan Year and each year thereafter, In calendar year 2020, the cost of increases beyond the base premiums stated above, to premiums shall be shared between the District and employees. to The plan used to calculate the cost sharing shall be the CalPERS Blue Shield California Access + plan for active employee health care, beyond the base amounts established above shall be shared between the District and employees., with t~~ The District and employees shall each contributeing fifty percent (50%) of any increase in health care premiums; except that the out-of-pocket increase per employee per month shall not exceed \$150.00 in calendar year 2020. ~~beyond the base premiums stated above.~~

In calendar year 2021, the cost in increases beyond the District's 2020 contribution shall be shared between the District and employees. The plan used to calculate the cost sharing shall be the CalPERS Blue Shield California Access + plan for active employee health care. The District and employees shall each contribute fifty percent (50%) of any increased costs; except that the out-of-pocket increase per employee per month shall not exceed \$150.00 in calendar year 2021.

Employees may select the available plan of their choosing and are responsible for paying the difference (through payroll deduction) after the District's flex dollar contribution of the new maximum monthly base contribution. The new District flex dollar contribution maximum monthly base amounts will be updated annually and made available to unit employees prior to each open enrollment period.

B. Retiree Health Coverage

The District will contribute the Minimum Contribution (MEC) as required by the PEMHCA per month per retiree to be used solely toward medical premiums. ~~For 2017 the MEC is \$128.00.~~ Effective January 1, ~~2018~~2019, the MEC ~~will be is~~ \$133.00\$136.00 per month, with future adjustments as determined by CalPERS from time to time.

The District shall provide an additional ~~stipends contribution as a reimbursement~~ toward the cost of medical premiums, to an employee who retires from the District as described in this section, and who qualifies for and exercises their right through CalPERS to receive the District's retiree group health insurance. The additional ~~stipend contribution~~

reimbursement shall be paid to the retiree through a Retiree Healthcare Reimbursement Account Trust ~~Retiree~~ (HRA Trust) to be established by the District.

1. Current Classic Employees

Current Classic employees who were members of CalPERS prior to January 1, 2013 and employed by the District prior to ~~the effective date of this MOU~~ November 15, 2017 and who retire from the District while meeting the eligibility requirements for CalPERS retiree health insurance are eligible for the following:

For CalPERS medical plans under PEMHCA, ~~T~~the District contribution to the PEMHCA minimum employer contribution combined with the Retiree HRA Trust shall be capped at ~~85% of the current 2017 health insurance~~ the below rates. In no event shall the District's total contribution to the Retiree HRA Trust exceed the amount ~~described~~ defined in this section. The District's maximum obligations for contributions towards a retiree's Retiree HRA Trust account shall not be subject to change and shall continue for the lifetime of the retiree and the retiree's spouse, in accordance with the PEMHCA eligibility provisions for coverage, except that ~~T~~the District's contribution to a retiree's Retiree HRA Trust account will decrease if the retiree experiences a change in family status, i.e., a spouse passes away, thereby reducing coverage to survivor ~~retiree~~ only coverage.

The amounts below include the PEMHCA minimum employer contribution, which for calendar year ~~2017-2019~~ is \$128136.00. The District's contribution to the Retiree HRA Trust shall be up to the difference between the amounts below minus the PEMHCA minimum employer contribution. The District contribution as a reimbursement shall be up to the following amounts:

Retiree only/surviving spouse:	Up to \$662.00
Retiree plus 1 dependent:	Up to \$1,324.00
Retiree plus 2+ dependents:	Up to \$1,720.00

~~The District's contribution to a retiree's Retiree HRA Trust account will decrease if the retiree experiences a change in family status, i.e., a spouse passes away, thereby reducing coverage to survivor only coverage.~~

The District's contribution is only for medical plans available through CalPERS/PEMHCA.

2. Current "New Members"

Current "new members" (as defined by the Public Employees' Pension Reform Act of 2013) hired by the District after January 1, 2013, and prior to ~~the effective date of this MOU: November 15, 2017~~ are eligible for the following:

To receive the stipend in addition to the PEMHCA minimum employer contribution employees shall have been employed by the District for ten (10) continuous years of service to be vested in the benefit and must be otherwise eligible for retirement from the District. The District contribution toward the Retiree HRA Trust, when combined with the PEMHCA minimum employer contribution, shall be no more than fifty percent (50%) of the individual employee only premium at the time of retirement (50% of the individual employee only premium in the year in which the employee retires) and shall not increase. The District's contribution is only for medical plans available through CalPERS/PEMHCA.

C. Employees Hired After ~~Adoption of this MOU~~ November 15, 2017

Any employees hired after ~~the effective date of this MOU~~ November 15, 2017, shall not be eligible for an additional ~~stipend contribution as a reimbursement~~. The District shall contribute the PEMHCA ~~minimum employer contribution~~ MEC as determined by CalPERS from time to time. The District's contribution to the MEC is only for medical plans available through CalPERS/PEMHCA. For calendar year ~~2017~~ 2019, the minimum contribution amount is ~~\$128.00~~ \$136.00.

27. DENTAL AND LIFE INSURANCE – T/A

A. Dental

Throughout the term of this MOU, the District shall pay an amount equal to the current monthly premium for the District's dental plan for the employee and the employee's dependent coverage. 2019 rates are:

<u>Employee only:</u>	<u>\$47.16</u>
<u>Employee plus 1 dependent:</u>	<u>\$94.33</u>
<u>Employee plus 2+ dependents:</u>	<u>\$145.93</u>

B. Life Insurance

The District shall provide term life insurance for each unit member in the amount of \$25,000.

28. VISION/DENTAL/MEDICAL TRUST – T/A

Throughout the term of this MOU, the District shall pay an initial amount of \$500 for each full-time employee and \$500 per fiscal year thereafter into a

vision/dental/medical trust fund account. This account will reimburse out of pocket expenses not covered by an individual's vision/dental plan into the next fiscal year. Funds remaining at the end of the fiscal year will carryover, not to exceed an amount equal to \$1,000. The District shall not make the full \$500 annual contribution to an individual's account if the full \$500 annual contribution would cause the balance to exceed \$1,000. The District shall only contribute an amount that brings the individual account balance to \$1,000, and shall only make such contribution after the initial contribution of \$500 per fiscal year. No remaining unused benefit shall be paid to an employee upon termination or retirement. This benefit may be provided through a Third Party Administrator of the District's choosing.

29. RETIREMENT – T/A

The District provides a retirement program for all eligible employees that qualify under CalPERS working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (CalPERS) as is currently provided and may be integrated with Federal Social Security Program, as is currently provided.

30. STATE DISABILITY INSURANCE (SDI)/FICA/MEDICARE – T/A

31. ADVANCEMENT IN SALARY – T/A

The salary range as set forth for each position is divided into five (5) steps (Steps A through E) that shall be applied as follows. The ranges usually reflect approximately 5% between steps in the range.

A. Step Placement

Normally a newly appointed employee is placed upon the "A" step (bottom step) of his/her/their salary range. However, upon determination of the District Administrator that the needs of the District service and the qualifications of the newly appointed employees warrant such placement, the District Administrator shall have the authority to place an employee at Step B or C of the salary range. The Chair of the Board of Directors shall make the decision to hire any employee at Step D or higher and would only do so after reviewing recommendations made by the District Administrator with respect to the employee's experience and value to the District.

B. Step Increases

Other than Step A

Progression from one step of the salary range to the next shall be based upon a satisfactory written employee evaluation of the employee's performance by the District

~~Administrator. (Note that a probationer who was initially appointed above the "B" step may satisfactorily complete probation in 12 months, but will not be eligible for merit step increase until one year from initial employment unless the District Administrator determines that outstanding performance during probation warrants a merit increase at the completion of the probationary period).~~

1. Step B

Employees may qualify for advancement to Step B, after completion of one year of service, upon the recommendation of the Wastewater Plant Superintendent and approval by the District Administrator.

2. Step C

Employees may qualify for advancement to Step C, after the completion of one year of service at Step B, upon recommendation of the Wastewater Plant Superintendent and approval by the District Administrator.

3. Step D

Employees may qualify for advancement to Step D, after completion of one year of service at Step C, upon recommendation of the Wastewater Plant Superintendent and the approval of the District Administrator.

4. Step E

Employees may qualify for advancement to Step E, after completion of one year of service at Step D, upon recommendation of the Wastewater Plant Superintendent and the approval of the District Administrator.

32. SALARY INCREASE T/A

Salary ranges of unit members will be increased as follows:

A. July 20172019

Effective with the first day of the first full pay period in July 20172019, employees covered by this MOU shall receive an increase in salary equal to 2.53% of base salary.

B. July 20182020

Effective with the first day of the first full pay period in July 20182020, employees covered by this MOU shall receive an increase in salary equal to 2.52.75% of base salary.

C. Comparable Agencies – T/A

The parties agree to establish a labor management committee to meet and confer during the term of this contract regarding the selection of comparable agencies.

34. GRIEVANCE – T/A

An employee may formally claim that ~~he/shethey have~~ has been affected by a specific violation, misapplication, or misinterpretation of a law, District policy, rule, regulation, written instruction and/or MOU provision. The procedure for filing and resolving a grievance described above is provided for in PPM Section 5010.

36. TERM OF MEMORANDUM OF UNDERSTANDING T/A

~~The term of this MOU shall be from the date of adoption~~ As adopted by the Board of Directors the term of this memorandum of understanding shall be from July 1, 2019 through through June 30th, ~~2019, 2021~~. If either party requests modification or extension of the MOU by April 1 of the year in which the MOU expires, then Meeting and Confering shall commence no later than May 1 of the same year to strive for such modification or extension. Provided, however, on mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion during the term with the exception of wages and retirement benefits.

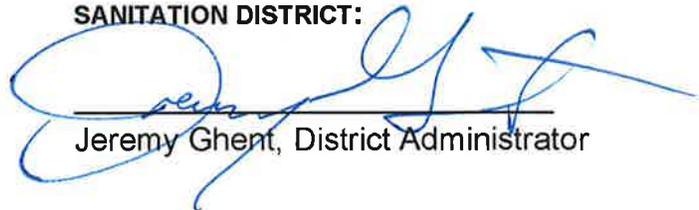
This Amendment to the Memorandum of Understanding between the South San Luis Obispo County Sanitation District and the Service Employees' International Union Local 620 is effective July 1, 2019, and executed this _____ day of _____, 2019.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding as of the date first above written.

**SERVICE EMPLOYEES' INTERNATIONAL
UNION LOCAL 620:**

**SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT:**


Robert MacLeod, Field Representative
SEIU Negotiations Team


Jeremy Ghent, District Administrator


Susan Thomas
SEIU Negotiations Team


Billy Rohmhild,
SSLOCS D Representative to
SEIU Negotiations Team

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE SOUTH SAN LUIS OBISPO
COUNTY SANITATION DISTRICT
AND
THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 620**

July 1, 2019 through June 30, 2021

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1 DESIGNATION OF THE PARTIES

A. Parties

This Memorandum of Understanding (MOU) is made by and between the South San Luis Obispo County Sanitation District, a California Special District, hereinafter called the District, and the Service Employees International Union, CLC, Local 620, hereinafter called the Union.

B. Recognition

The Union unit was recognized by State Mediation and Conciliation Services on October 13, 2016. This MOU expressly excludes all employees in classifications not represented in the bargaining unit. Represented classifications are: Wastewater Plant Operations Supervisor, Wastewater Plant Senior Operator, Laboratory Technician, Wastewater Plant Operator II, Wastewater Plant Operator I, and Wastewater Plant Operator-in-Training Intern.

2 DEFINITIONS

A. Full-Time Employees

Full-time employees (defined in Personnel Policy Manual Section 2000), are scheduled 40-hours per work week. Benefits defined in this MOU are based on full-time employment.

B. Part-time Employees

Part-time employees (defined in Personnel Policy Manual Section 2000), scheduled a consistent average of 30 hours per workweek, shall receive a pro-rata portion of paid leave and health benefits according to hours worked; and are eligible to participate in CalPERS retirement, as determined by CalPERS.

3 REPRESENTATION

A. Union Officers and Representatives

The District and the Union agree that Union Officers and Representatives shall be allowed to meet with District Representatives for the purposes of meeting and conferring in good faith. If meetings occur during working hours, a reasonable number of participating employees shall receive reasonable time off without loss of compensation or any other benefit when formally meeting and conferring with representatives of the District. For the purposes of this MOU, "reasonable number of participating employees" shall be defined as one (1) employee, unless the District Administrator deems it appropriate to release more than one (1) employee. When determining appropriateness, the District Administrator shall consider the effect on the operations of the District.

B. Employee Relations Officer

The Union agrees to provide the District Employee Relations Officer with a list of Union Officers and Representatives who are authorized to Meet and Confer in good faith and to keep the list up to date.

C. Release Time

The District and Union agree that, upon approval of the District Administrator to release employees from their normal duties, Union staff representatives shall be given access to working locations during hours of work to conduct grievance investigations, unless doing so would unduly disrupt operations. A staff representative is defined as a paid full-time or part-time employee of the Union.

4 MEMBERSHIP AND MAINTENANCE OF MEMBERSHIP

A. Dues/Fee Deductions

Dues shall be processed by the District in the usual and customary manner and time frames.

B. Leave Without Pay

Employees on an unpaid leave of absence for an entire pay period or more shall have dues suspended.

C. Indemnification/Hold Harmless Clause

The Union agrees to fully indemnify, defend and hold harmless the District and its officers, employees and agents against any and all claims, proceedings, settlements and/or liability regarding the legality of this Article or any action taken or not taken by or on behalf of the District under this Section.

D. Maintenance of Membership

All employees in the bargaining unit who are members and dues payers on the effective date of the agreement shall remain dues payers for the duration of the agreement unless they choose to drop membership dues in June of each year of the agreement.

5 UNION STEWARDS

A. Appointment

The District agrees that the Union may appoint union stewards. The Union shall furnish the District Administrator with a current written list identifying by name and work location the steward(s) of the Union.

B. Release Time

One union steward shall be authorized when participating in the investigation and processing of a grievance to take a reasonable amount of District time without loss of compensation or benefits to perform these duties, in accordance with Article 3 C of this MOU.

6 USE OF DISTRICT FACILITIES

A. Agreement to Use Bulletin Board

The parties agree that the Union shall have the right to use District bulletin board space allocated for Union literature and notices at the various work sites. This includes allowance of notices of Union meetings, social gatherings, and minutes of Union meetings. All Union notices shall clearly state that they are prepared and authorized by the Union staff representative. Items posted on District bulletin board space shall not contain anything that may be reasonably construed as maligning the District or its representatives. The Union agrees not to post any notices that concern job actions or the political activities of the Union on any District bulletin board.

B. District Right

The District reserves the right to remove any bulletin board notice that does not conform to the above standards. The Union will be given immediate notice of any material that is removed, and the District agrees to, if requested by the Union, meet and discuss this removal as soon as it is mutually convenient.

C. Meeting Rooms

Upon prior arrangement with the District Administrator or designee the District may provide a meeting room (if available) at no cost to the Union for the purpose of conducting meetings. The Union agrees to fully indemnify, defend and hold harmless the District and its officers, employees and agents against any and all claims, proceedings, settlements and/or liability arising as a result of meetings conducted on District property.

7 EMPLOYEE INFORMATION

The District will supply names, addresses, phone numbers and personal e-mail addresses (if available) when employees are hired.

8 STRIKES AND LOCKOUTS

During the term of this MOU, District agrees that it will not lock out employees, and the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of the MOU. The Union will take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU.

9 MANAGEMENT RIGHTS RESERVED – Relegation of Management Rights

The District retains, solely and exclusively, all rights and authority of Management which have not been expressly abridged or limited by the various provisions of: (1) The Rules, Policies, Procedures, Resolutions, Ordinances or Bylaws of the South San Luis Obispo County Sanitation District Board of Directors as they now exist or may subsequently be amended; or of (2) this MOU.

A. Specific Management Rights Reserved

The sole and exclusive rights and authority of Management, which are not to be abridged by this Memorandum of Understanding, shall include but shall not be limited to, the following:

1. The right to determine the existence or non-existence of facts that are the basis for management decision.
2. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types or equipment to be used.
3. The rights to establish, continue, discontinue, or modify policies, practices, or procedures (subject to provisions of Meyers-Milias-Brown Act).
4. The right to determine, and to re-determine from time to time, the number, relocation, and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof (subject to provisions of Meyers-Milias-Brown Act).
5. The right to select and determine the number of employees and schedule the number and types of employees required.
6. The right to assign work to such employees in accordance with requirements determined by management consistent with provisions provided in District's Policy, Procedures & Rules.
7. The right to establish and change work schedules and assignments (subject to provisions of Meyers-Milias-Brown Act).
8. The rights to transfer, reclassify, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.
9. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
10. The right to determine and exercise the procedures and standards of selection for employment and promotion.
11. The right to establish and enforce dress and grooming standards.
12. The right to determine the content and intent of job classifications.
13. The right to determine the style and/or types of District-issued wearing apparel, equipment or technology to be used.
14. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to the Memorandum of Understanding (subject to provisions in Meyers-Milias-Brown Act). (Sections A-1-14)

10 EMPLOYEES' RIGHTS

A. Representation

Employees of the District shall have the right, subject to the Rules, Policies, Procedures, Resolutions, Ordinances or Bylaws of the South San Luis Obispo County Sanitation District Board of Directors as they now exist or may subsequently be amended, to join

and be represented by an organization of their own choice and participate in their employment with the District.

B. Refusal

Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and have the right to represent themselves individually in their employment relations with the District.

C. Right of Free Exercise

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or any employee organization because of their exercise of these rights.

D. Employee Status

With the exception of employees serving new-hire probation, employees represented by this agreement are not "at will" employees and as such have rights codified not only under federal and state law, but also under the terms of this MOU.

11 UNION RIGHTS

A. Leave for Union Business

The District shall allow an employee to take leave for Union business if the District Administrator determines that such leave will not be disruptive of District business. One employee per calendar year shall be designated to attend Union Board meetings. Such employee, with prior approval of the employee's supervisor, may attend Union Board meetings. Such leave is limited to three (3) days per year. Each day is defined as a day equal in length to the employees' normal workday at the time of leave. When approving such leave, the District Administrator shall consider the effect of the leave on the operations of the District.

B. Names of Unit Members

As permitted by law, the District will give the Union a list of names, addresses, telephone numbers and e-mail addresses, classifications and work locations of unit members upon request by the Union. The District will not charge for the list.

C. Agenda

The Agendas for District Board Meetings will be available to the Union on the District website, in the same manner as to the public.

12 NON-DISCRIMINATION

A. Application

The District and the Union agree that the provisions of this agreement shall be applied equally without favor or discrimination, to all employees in classes protected by Federal or State law including, but not limited to: age, genetic information, marital status, medical condition, mental or physical disability, national origin/ancestry, pregnancy, race/color, religion/creed, sex/gender, sexual orientation, gender identity, military/veteran status, political affiliations, or any other class protected by law.

B. Unlawful Interference

The District and the Union agree that neither will unlawfully interfere, intimidate, restrain, coerce, nor discriminate against any employee in their free choice to participate or not participate in Union activities, or to join or not to join the Union.

13 PERSONNEL FILES

A. Inspection of Files

Material in the personnel file of a unit member which may serve as a basis for affecting the status of their employment will be made available for inspection by the employee involved. The request to review a file shall be made by the affected employee in writing to the District Administrator. Upon receipt of a written request, the District Administrator or designee shall allow for review within a reasonable amount of time, within two (2) working days if possible.

B. Comments and Review

When information of a derogatory nature is placed in their personnel file a unit member will be given notice and an opportunity to review and comment on that material. An employee will have the right to have their own written comments attached to any such derogatory statement, within fifteen (15) working days after given notice of opportunity to review and comment.

C. Authorization to Examine Files

A unit member shall have the right to authorize, in writing, a Union staff representative to examine their personnel files. This authorization must be renewed with each subsequent request for review.

14 WORKING OUT OF POSITION

Subject to the provisions in Policy and Procedures Manual Section 3032, Out-of-Class pay, employees directed by their supervisor and assigned to work in a higher salary range position for a period exceeding a full 40 hours of holiday pay and non-overtime hours (productive time) shall be paid in the step of the higher salary range that is deemed by the District Administrator to best reflect the work performed, but no less than a 5% increment over their regular rate of pay, for the entire period that they are required to work out of classification except that the higher salary range cannot be exceeded. The determination of whether an employee has worked out of position will be made solely by the District Administrator in his reasonable discretion and any such decision will not be arbitrary or capricious. The District Administrator's determination shall be final.

15 HOURS OF WORK

A. Work Schedule

The regular daily work schedule for full-time employees shall be eight (8) hours and the regular weekly work schedule shall be forty (40) hours. The regular daily work schedule for part-time employees is at least 30-hours per workweek.

The workweek begins on Saturday at 12:00 a.m., and ends on the following Friday at 11:59 p.m. A bi-weekly payroll period for full-time employees consists of ten (10) workdays of eight (8) hours each.

Assignment of workdays and scheduled days off under this schedule shall be at the discretion of the District. Changes of work schedule while at the discretion of management will require a minimum of 72 hours' notice unless the schedule change is due to an emergency declared by the District Administrator and/or Wastewater Plant Superintendent that would significantly affect operations.

B. Emergency Response

In the event of a declared emergency, the District Administrator or their designee shall have the authority to suspend all leave and cause all employees to return to duty.

Employees are responsible for providing current contact information and responding to work upon call at all times outside the regular work week for response in times of national emergency, civil disorder or a disaster, or during times when the health, welfare and safety of the public may be in jeopardy, and to be compensated for the extra work.

16 OVERTIME

A. Overtime Hours

Overtime is defined as hours worked in excess of the regular daily eight (8) hour work schedule, or in excess of the assigned 40-hour work schedule in a workweek. Paid leave shall be considered time worked for the purposes of computing overtime hours. Employees shall receive overtime pay at a rate of one and one-half (1-1/2) times the regular hourly rate of pay for all hours worked in excess of an eight (8) hour day or a forty (40) hour workweek.

B. Working on a Holiday

If an employee works on a holiday, in addition to the straight time standard holiday pay, all actual hours worked on that holiday shall be compensated at the overtime rate of 1.5 times the actual hours worked.

C. Overtime Authorization

Authorization for overtime work must be given in advance by the District Administrator if the need for such overtime work can be anticipated during normal working hours. During evenings and weekends, the employee on standby duty is authorized to perform essential emergency work and to approve the overtime hours of one additional employee to assist when necessary. If more than one additional employee is needed to assist, then approval must be obtained from a supervisor or the District Administrator.

17 COMPENSATORY TIME

A. Definition

Definition: For purposes of this MOU, compensatory time off ("CTO") is time earned in lieu of immediate cash payment for overtime hours worked. Overtime hours are defined above.

B. Comp Time or Cash Payment

When employees work overtime, they may request to be paid in compensatory time in lieu of cash payment and the decision is at the discretion of the District Administrator. CTO may be used in lieu of Vacation or Sick Leave and as requested under those provisions.

C. Annual Cash Out

Compensatory time balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or federal regulations indicate differently, or extenuating circumstances warrant the District Administrator to authorize a carry-over amount not to exceed 40 hours upon request of an employee. Requests for carry-overs must be submitted in writing to the District Administrator no later than June 15th of each year.

18 STANDBY PAY AND AFTER-HOURS CALL-BACK

A. Standby

An employee assigned to standby duty will:

- Be required to use a District issued cell phone; and
- Be able to arrive at District facilities within 35 minutes.

The standby employee may pursue any personal activity that leaves them available to promptly, safely and competently respond to calls for response to operational problems or emergencies.

Employees required to perform standby service will be paid at the rate of \$3.13 per hour. When required, backup standby will be paid at a rate of \$0.63 per hour. No employee shall simultaneously be paid for standby duty time and other compensable duty time.

If an employee on standby must respond to a problem that results in overtime, the standby employee will be paid pursuant to After Hours Call-back, below.

Standby pay will end once the employee is on site.

B. After Hours Call-back

Each non-exempt employee who responds to a call-back after normal work hours, shall be compensated for a minimum of two (2) hours for each response. If the time worked on call-back qualifies as overtime, then the hours worked will be compensated at one-and-one-half times the regular rate of pay. If actual work exceeds 2 hours, then all-time worked will be accounted for and paid to the nearest quarter hour. This call-back section applies to call-back on regular workdays or on weekends and holidays.

19 HOLIDAYS

A. Recognized Holidays

The following are the standard paid holidays observed by this District:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- February 12 (Lincoln's Birthday)
- Third Monday in February (Washington's Birthday observed)
- March 31 (Cesar Chavez Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- Second Monday in October (Columbus Day)
- November 11 (Veterans Day)
- Fourth Thursday in November (Thanksgiving Day)
- Friday after Thanksgiving Day
- December 25 (Christmas Day)

B. Floating Holiday

The parties agree that in exchange for the previously provided holiday known as "September 9, Admissions Day", each employee shall be provided with one floating holiday that may be taken in accordance with the current Personnel Policy Manual (PPM), Section 4000.

Floating holiday shall be credited to each employee who is employed by the District on July 1 of each year, provided the employee was employed continuously by the District on or before the previous January 1.

C. Holiday Observation

Unless otherwise provided in this Article, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day listed, and when a holiday falls on a Saturday the preceding Friday shall be deemed to be the holiday in lieu of the day listed. If the holiday falls on an employee's Standard Day Off, the employee is to take the holiday on their regular scheduled workday either immediately preceding or following their Standard Day Off.

D. Regular Part-time Employees

Regular part-time employees shall receive holiday pay on a pro rata basis according to hours worked.

20 VACATION

Except as specifically contradicted by this MOU, the District policies regarding vacation are provided in the District's PPM and incorporated herein.

A. Full-time Accrual Basis

Represented employees shall earn and accrue vacation time on an annual basis in the following manner:

From 0 up to 2 years	10 days
From 2+ up to 4 years	11 days
From 4+ up to 5 years	12 days
From 5+ up to 6 years	13 days
From 6+ up to 7 years	14 days
From 7+ up to 8 years	15 days
From 8+ up to 10 years	16 days
From 10+ years	1+ day/year, up to 22 days maximum

B. Part-time Accrual Basis

Part-time employees shall earn and accrue vacation time on a pro-rata basis according to hours work, pursuant to the schedule above.

C. Holidays During Vacation

In the event one or more District holiday falls within an annual vacation leave, such holidays shall not be charged as vacation leave.

D. Pay-Out Upon Termination

Employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned prior to the effective date of termination with a cap of 280 hours.

21 SICK LEAVE

A. Accrual

Each full-time employee covered by this MOU will earn sick leave from the date of employment, at the rate of one (1) day of sick per month to be accrued. Each part-time employee shall receive sick leave from date of employment on a pro rata basis according to hours worked.

B. Usage

Sick leave may be used for: personal illness or injury; required attendance of an employee upon a sick or injured spouse, child or other immediate family member residing with the employee; medical or dental appointments.

C. Separation of Employment

Upon separation of employment, long-term employees accumulated sick leave of up to a maximum of 480 hours to be paid out according to length of District service:

10 years' service completed	50%
15 years' service completed	100%

D. Sick Leave Donation

1. Employees may voluntarily donate up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave donation shall be on an hour for hour basis and subject to the following conditions:

2. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. All donations to the "sick leave bank" shall be non-reversible and donations shall be processed on the District's Personnel Action Form in the same manner as any other leave request.

3. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the District for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The District Administrator shall review, approve, modify or deny requests for the use of the "sick leave bank" based on the employee requests and the criteria established in this Section.

4. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of Section 35 of this Memorandum of Understanding for State Disability Insurance, as well as Worker's Compensation, provided however that the total compensation from these sources combined shall not exceed the employee's base salary.

5. The District reserves the right to request sufficient documentation from a health care provider prior to making an eligibility determination.

E. Conversion of Sick Leave

Twenty-five percent (25%) of an employee's sick leave balance may be converted to vacation or cashed-out if no sick leave is used by an employee during the fiscal year, provided that the employee was employed continuously from July 1st through June 30th. The employee must request the conversion during the month of July for the previous fiscal year. Failure to request the conversion during July will result in ineligibility for conversion for the previous fiscal year. All requests for conversion are non-reversible and shall require prior approval by the District Administrator.

22 BEREAVEMENT LEAVE

A unit member shall be eligible for a temporary leave of absence without loss of salary upon the death of any member of the immediate family. Such leave is available for each incident but shall be limited to 3 days (24 hours). If bereavement leave has been exhausted, a covered employee may elect to use other paid leave including sick leave, if necessary, for this purpose, not to exceed two (2) additional days. "Immediate family member" is defined below. The employee shall include their familial relationship to the deceased on their bereavement leave form.

23 DEFINITION OF IMMEDIATE FAMILY FOR BEREAVEMENT LEAVE

"Member(s) of Immediate Family" as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian, aunts, uncles, and cousins with whom employee has lived. The definition includes "In-Law" relationships in each case and "Step" relationships in the case of parents and children.

24 JURY DUTY

Employees of the District who are called or required to serve as a trial juror upon notification and appropriate verification submitted to their supervisor shall be entitled to be absent from their duties with the District during the period of such service or while necessarily being present in court as a result of such call. The employee's normal pay shall be continued during jury duty. It is also conditional upon the employee's conveyance to the District of any compensation received. The employee shall turn over their jury duty pay to the District if jury duty pay is issued by the Courts. Mileage reimbursement issued by the Court remains the property of the employee.

25 ALLOWANCES

A. Boot

Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$250 payable in July of each year.

B. Daily Uniform

Employees in the operations and maintenance unit shall be provided uniforms daily as follows:

- Work shirt
- Pants
- Jacket

Employees shall avoid negligence to limit damage in the care of their uniforms.

Operations and Maintenance Employees shall be required to wear these items while on duty.

Employees shall maintain their uniforms and other clothing worn on the job in neat and clean condition. The employee shall notify their supervisor if an item becomes worn or damaged for timely replacement by the District.

C. Certificate Reimbursement

The District will pay for certification if necessary, for the employee's current position and up to one step above what is required for the employee's current position subject to the District Administrator's discretion and according to budgetary constraints on training and certification. The District shall reimburse the examination application fee upon evidence of successful passing of the exam provided by the employee.

D. Operator Grade

A salary certificate incentive of 2.5% of base pay for operator grade obtained above that required for the employee's classification will be paid upon certification as issued by the State of California. The salary certificate incentive of 2.5% shall only be paid for one operator grade obtained and maintained above that required for the classification.

E. Computer Purchase

Provides for \$1,500 interest free computer purchase loan payable within two years from employee's salary as a payroll deduction. In order to receive this loan, the employee is required to have passed probation and must enter into a repayment contract for District reimbursement.

F. Longevity Pay

Longevity pay of 2.5% of base pay shall be paid to employees who have completed ten (10) continuous years of service.

26 HEALTH

The District shall make monthly premium contributions as defined below, for the District's medical plan for the employee and the employee's dependent coverage.

A. Employer Contributions for Active Employee Healthcare Coverage

For active employees participating in the District's full flex plan, the District will contribute the Minimum Employer Contribution (MEC) as required by the Public Employees' Medical and Hospital Care Act (PEMHCA) per month per employee to be used solely toward medical premiums. If the premium cost for medical coverage is less than the District's flex dollar contribution, the employee shall not receive any unused portion in the form of cash. The MEC is determined by CalPERS and subject to change on an annual basis.

Effective upon the date of adoption of this MOU by the Board of Directors, the District will implement a full flex cafeteria plan for active employees in accordance with IRS Code Section 125, for those employees who participate in health coverage through the District.

Active employees participating in the District's full flex cafeteria plan receive a base monthly flex dollar allowance to purchase benefits under the full flex cafeteria plan.

The monthly flex dollar allowance effective upon the date of adoption of this MOU by the Board of Directors shall be a dollar amount equal to the base amounts defined below, which includes the PEMHCA minimum employer contribution, for an Employee, and Employee & One Dependent or an Employee & Two or More Dependents.

There shall be an open enrollment period once each year prior to the insurance policy anniversary date to allow for changes in coverage.

1. District Flex Dollar Contributions

In each of the contract years, the District's base flex dollar allowance will be established on the following amounts for health. The amounts include the PEMHCA MEC, which for calendar year 2019 is \$136.00 per month. Part-time employees shall receive a prorated share of the District's flex dollar contribution.

The District contributions including the MEC are up to:

Employee only:	\$778.45
Employee plus 1 dependent:	\$1,556.90
Employee plus 2+ dependents:	\$2,023.97

2. Cost Sharing for Rate Increases for Calendar Year 2020 and 2021

In calendar year 2020, the cost of increases beyond the base premiums stated above shall be shared between the District and employees. The plan used to calculate the cost sharing shall be the CalPERS Blue Shield California Access + plan for active employee health care. The District and employees shall each contribute fifty percent (50%) of any increase in health care premiums; except that the out-of-pocket increase per employee per month shall not exceed \$150.00 in calendar year 2020.

In calendar year 2021, the cost in increases beyond the District's 2020 contribution shall be shared between the District and employees. The plan used to calculate the cost sharing shall be the CalPERS Blue Shield California Access + plan for active employee health care. The District and employees shall each contribute fifty percent (50%) of any increased costs; except that the out-of-pocket increase per employee per month shall not exceed \$150.00 in calendar year 2021.

Employees may select the available plan of their choosing and are responsible for paying the difference (through payroll deduction) after the District's flex dollar contribution of the new maximum monthly base contribution. The new District flex dollar contribution maximum monthly base amounts will be updated annually and made available to unit employees prior to each open enrollment period.

B. Retiree Health Coverage

Employees represented by the Union who retire from the California Public Employees' Retirement System (CalPERS) within 120 days of leaving their position with the District are eligible, as determined by CalPERS, to continue in the District's retiree group health insurance program, offered through the Public Employees' Medical and Hospital Care Act (PEMHCA).

The District will contribute the Minimum Employer Contribution (MEC) as required by the PEMHCA per month per retiree to be used solely toward medical premiums. Effective January 1, 2019, the MEC is \$136.00 per month, with future adjustments as determined by CalPERS from time to time.

The District shall provide an additional contribution as a reimbursement toward the cost of medical premiums, to an employee who retires from the District as described in this section, and who qualifies for and exercises their right through CalPERS to receive the District's retiree group health insurance. The additional contribution reimbursement shall be paid to the retiree through a Retiree Healthcare Reimbursement Account Trust (HRA Trust) to be established by the District.

1. Current Classic Employees

Current Classic employees who were members of CalPERS prior to January 1, 2013 and employed by the District prior to November 15, 2017 and who retire from the District while meeting the eligibility requirements for CalPERS retiree health insurance are eligible for the following:

For CalPERS medical plans under PEMHCA, the District contribution to the PEMHCA minimum employer contribution combined with the Retiree HRA Trust shall be capped at the below rates. In no event shall the District's total contribution to the Retiree HRA Trust exceed the amount defined in this section. The District's maximum obligations for contributions towards a retiree's Retiree HRA Trust account shall not be subject to change and shall continue for the lifetime of the retiree and the retiree's spouse, in accordance with the PEMHCA eligibility provisions for coverage, except that the District's contribution to a retiree's Retiree HRA Trust account will decrease if the retiree experiences a change in family status, i.e., a spouse passes away, thereby reducing coverage to retiree only coverage.

The amounts below include the PEMHCA minimum employer contribution, which for calendar year 2019 is \$136.00. The District's contribution to the Retiree HRA Trust shall be up to the difference between the amounts below minus the PEMHCA minimum employer contribution. The District contribution as a reimbursement shall be up to the following amounts:

Retiree only/surviving spouse:	Up to \$662.00
Retiree plus 1 dependent:	Up to \$1,324.00
Retiree plus 2+ dependents:	Up to \$1,720.00

The District's contribution is only for medical plans available through CalPERS/PEMCHA.

2. Current "New Members"

Current "new members" (as defined by the Public Employees' Pension Reform Act of 2013) hired by the District after January 1, 2013, and prior to November 15, 2017 are eligible for the following:

To receive the stipend in addition to the PEMHCA minimum employer contribution employees shall have been employed by the District for ten (10) continuous years of service to be vested in the benefit and must be otherwise eligible for retirement from the District. The District contribution toward the Retiree HRA Trust, when combined with the PEMHCA minimum employer contribution, shall be no more than fifty percent (50%) of the individual employee only premium at the time of retirement (50% of the individual employee only premium in the year in which the employee retires) and shall not increase. The District's contribution is only for medical plans available through CalPERS/PEMHCA.

C. Employees Hired After November 15, 2017

Any employees hired after November 15, 2017, shall not be eligible for an additional contribution as a reimbursement. The District shall contribute the PEMHCA MEC as determined by CalPERS from time to time. For calendar year 2019, the minimum contribution amount is \$136.00.

27 DENTAL AND LIFE INSURANCE

A. Dental Insurance

Throughout the term of this MOU, the District shall pay an amount equal to the current monthly premium for the District's dental plan for the employee and the employee's dependent coverage. 2019 rates are:

Employee only:	\$47.16
Employee plus 1 dependent:	\$94.33
Employee plus 2+ dependents:	\$145.93

B. Life Insurance

The District shall provide term life insurance for each unit member in the amount of \$25,000.

28 VISION/DENTAL/MEDICAL TRUST

Throughout the term of this MOU, the District shall pay an initial amount of \$500 for each full-time employee and \$500 per fiscal year thereafter into a vision/dental/medical trust fund account. This account will reimburse out of pocket expenses not covered by an individual's

vision/dental/medical plan into the next fiscal year. Funds remaining at the end of the fiscal year will carryover, not to exceed an amount equal to \$1,000. The District shall not make the full \$500 annual contribution to an individual's account if the full \$500 annual contribution would cause the balance to exceed \$1,000. The District shall only contribute an amount that brings the individual account balance to \$1,000 and shall only make such contribution after the initial contribution of \$500 per fiscal year. No remaining unused benefit shall be paid to an employee upon termination or retirement. This benefit may be provided through a Third-Party Administrator of the District's choosing.

29 RETIREMENT

The District provides a retirement program for all eligible employees that qualify under CalPERS working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (CalPERS) as is currently provided and may be integrated with Federal Social Security Program, as is currently provided.

Throughout the term of this MOU, in addition to the District's employer contributions, the District shall pay an amount equal to the employee's contribution to CalPERS (less the difference required to upgrade from prior 2%@55 to 2.5%@55 which is the employee's responsibility) on behalf of the employee.

Contributions made by the District on behalf of employees who are considered "new members" by CalPERS, will be mandated by the PEPRA.

To the extent that the provisions of this Section 29 contradict with the requirements of State law, State law will control.

30 STATE DISABILITY INSURANCE (SDI)/FICA/MEDICARE

The District shall contribute 50% of the total cost for each employee to become part of the State Disability Insurance Program. Current contribution rate is 1.0% of gross payroll.

The District will make contributions for Social Security Tax at 6.2% and Medicare at 1.45% of gross payroll. The employee pays matching contributions.

31 ADVANCEMENT IN SALARY

The salary range as set forth for each position is divided into five (5) steps (Steps A through E) that shall be applied as follows. The ranges usually reflect approximately 5% between steps in the range.

A. Step Placement

Normally a newly appointed employee is placed upon the "A" step (bottom step) of their salary range. However, upon determination of the District Administrator that the needs of

the District service and the qualifications of the newly appointed employees warrant such placement, the District Administrator shall have the authority to plan an employee at Step B or C of the salary range. The Chair of the Board of Directors shall make the decision to hire any employee at Step D or higher and would only do so after reviewing recommendations made by the District Administrator with respect to the employee's experience and value to the District.

B. Step Increases

Progression from one step of the salary range to the next shall be based upon a satisfactory written employee evaluation of the employee's performance by the District Administrator.

1. Step B

Employees may qualify for advancement to Step B, after completion of one year of service, upon the recommendation of the Wastewater Plant Superintendent and approval by the District Administrator.

2. Step C

Employees may qualify for advancement to Step C, after the completion of one year of service at Step B, upon recommendation of the Wastewater Plant Superintendent and approval by the District Administrator.

3. Step D

Employees may qualify for advancement to Step D, after completion of one year of service at Step C, upon recommendation of the Wastewater Plant Superintendent and the approval of the District Administrator.

4. Step E

Employees may qualify for advancement to Step E, after completion of one year of service at Step D, upon recommendation of the Wastewater Plant Superintendent and the approval of the District Administrator.

32 SALARY INCREASE

A. Salary Ranges

Salary ranges of unit members will be increased as follows:

1. July 2019

Effective with the first day of the first full pay period in July 2019, employees covered by this MOU shall receive an increase in salary equal to 3% of base salary.

2. July 2020

Effective with the first day of the first full pay period in July 2020, employees covered by this MOU shall receive an increase in salary equal to 2.75% of base salary.

B. Comparable Agencies

The parties agree to establish a labor-management committee to meet and confer during the term of this contract regarding the selection of comparable agencies.

33 LAYOFF, BUMPING RIGHTS, REINSTATEMENT

Whenever, in the judgment of the District Board, it becomes necessary, due to the lack of work or lack of funds, or other economic reason, or because the necessity for a regularly allocated 30-hour or full-time position no longer exists, the Board of Directors may abolish any position of employment, and the employee holding such position may be laid off or assigned to a lower paying position.

If layoffs become necessary, the procedure outlined in the PPM Section 2050 will apply.

34 GRIEVANCE

An employee may formally claim that they have been affected by a specific violation, misapplication, or misinterpretation of a law, District policy, rule, regulation, written instruction and/or MOU provision. The procedure for filing and resolving a grievance described above is provided for in PPM Section 5010.

35 DISCIPLINE AND APPEALS

The procedure for discipline and the appeal thereof is provided for in PPM Section 5020.

36 TERM OF MEMORANDUM OF UNDERSTANDING

As adopted by the Board of Directors the term of this memorandum of understanding shall be from July 1, 2019, through June 30th, 2021. If either party requests modification or extension of the MOU by April 1 of the year in which the MOU expires, then Meeting and Confering shall commence no later than May 1 of the same year to strive for such modification or extension. Provided, however, on mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion during the term with the exception of wages and retirement benefits.

37 CONTRACTING OUT

If it will result in the reduction of normal hours, the District, in accordance with law, will notify the Union 30 days in advance of Board action if it intends to contract out the functions currently performed by employees within the unit. Nothing in this section shall be construed to limit the rights of the Board of Directors to contract outside work in its sole discretion.

38 SEVERABILITY CLAUSE

If any article or section of this MOU shall be found invalid or unlawful by reason of existing or subsequently enacted legislation or by judicial authority, all other articles or sections of this MOU shall remain in full force and effect for the duration of this MOU.

This Memorandum of Understanding is effective July 1, 2019, and executed this _____ day of _____, 2019. IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding as of the date first above written.

**SERVICE EMPLOYEES' INTERNATIONAL
UNION LOCAL 620:**

**SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT:**

Robert MacLeod, Field Representative
SEIU Negotiations Team

Jeremy Ghent, District Administrator

Susan Thomas
SEIU Negotiations Team

Billy Rohmhild
SSLOCSD Representative to
SEIU Negotiations Team

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
SALARY SCHEDULE ADOPTED BY RESOLUTION**

SEIU Salaries Per Resolution 2019-411 - Effective July 6, 2019
Non-Rep Salaries Per Resolution 2019-408 - Effective July 6, 2019
Exec Mgmt Salary Per Resolution 2018-396 - Effective July 2, 2019

Classifications	Authorized Number	Unit	Rate Type	Step A	Step B	Step C	Step D	Step E
District Administrator	1	Exec Mgmt	Monthly	n/a	n/a	n/a	n/a	12813
Wastewater Plant Superintendent*	1	Non-Rep	Monthly	8491	8916	9361	9830	10321
Wastewater Plant Operations Supervisor*	1	SEIU	Monthly	5900	6195	6505	6830	7171
Wastewater Plant Senior Operator*	2	SEIU	Monthly	5239	5501	5776	6064	6368
Laboratory Technician*	1	SEIU	Monthly	4861	5104	5359	5627	5908
Wastewater Plant Operator II*	2	SEIU	Monthly	4724	4960	5208	5468	5742
Wastewater Plant Operator I*	0	SEIU	Monthly	4386	4605	4835	5077	5331
Wastewater Plant Operator In Training Intern	0.5	SEIU	Monthly	3964	4163	4371	4589	4819
Maintenance Assistant	0.5	Non-Rep	Monthly	3945	4142	4350	4567	4795
Bookkeeper/Secretary	1	Non-Rep	Monthly	4280	4494	4719	4955	5203

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*Eligible for Higher Operator Grade Program; 2.5%

OTHERS

Board Member or Alternate (elected)	\$100 per meeting attended (Resolution 1995-150)
Volunteers	See Resolution No. 76
Plant Worker (temporary)	Hourly rate of equiv position
Summer Intern (temporary)	12.00/hour



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

STAFF REPORT

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: November 6, 2019

Subject: **RESOLUTION AMENDING THE ADOPTED POLICIES AND PROCEDURES FOR THE EXPENDITURE OF DISTRICT FUNDS FOR SUPPLIES, EQUIPMENT, CONSTRUCTION, AND SERVICES AS SET FORTH IN RESOLUTION NO. 2010-274 AND AMENDED IN RESOLUTION NO. 2014-314 AND NO. 2016-353**

RECOMMENDATION:

1. Consider and Adopt Resolution No. 2019-410

BACKGROUND

The District has adopted and is subject to the California Uniform Public Construction Cost Accounting Act (CUPCCA) as codified in Public Contract Code Section 22000 et seq. and Government Code Section 54201 et seq. From time to time, the purchasing limits established within CUPCCA are modified by legislative action. This most recently occurred with Assembly Bill 2249 which became effect on January 1, 2019.

DISCUSSION:

District staff and legal counsel reviewed the changes to the CUPCCA as modified by AB 2249, and after careful review, we are recommending including the raised purchasing limits as statutorily defined in 22020 of the California Public Contract Code. The changes are summarized below and revise Sections 2.0, 2.3, 2.4, 2.5, 2.6 and 2.7 of the purchasing policy.

Section 2.0:

This provision was revised and moved from Section 2.5A. into new Section 2.0 requiring Board approval on contracts for services and/or supplies and equipment in excess of \$30,000. The previous amount was \$25,000.

Section 2.3:

Previously the Plant Superintendent was authorized to act as the purchasing agent for the District for purchasing supplies and equipment less than \$1,500. Staff is proposing raising this limit to \$2,500.

Section 2.4:

This proposed provision increases the authority of the District Administrator to act as the purchasing agent for supplies, equipment or services from \$2,500 to \$15,000. This amount was increased from \$7,500.

Section 2.5:

This proposed revision increases the authority of the District Administrator to act for supplies, equipment or services on purchases over \$15,000 and less than \$60,000. This is an increase in the previous authority from \$7500 to less than \$45,000.

As noted above, the last sentence of this provision was moved into new stand alone Section 2.0 requiring Board approval for services and/or supplies and equipment in excess of \$30,000.

Section 2.6:

This proposed revision increases the authority of the District Administrator to act as purchasing agent for purchases over \$60,000 and less than \$200,000. This is an increase in the previous authority from \$45,000 to \$175,000.

Section 2.7:

This proposed revision requires a formal competitive bid for purchases over \$200,000, an increase from the previous limit of \$175,000.

Fiscal Considerations:

None. Increasing the purchasing policy limits as authorized by statute should result in a savings of staff time and resources and increased efficiency for purchases under the new limits.

Alternatives:

1. The Board may decline to increase the purchasing policy limits as authorized by the CUPCCA.
2. The Board may increase the purchasing policy limits to an amount less than the authorized maximum. The Board does not have the discretion to exceed the statutory maximum thresholds established by the CUPCCA.

Attachment:

1. Resolution No. 2019-410, with recommended modifications

RESOLUTION NO. 2019-410

A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AMENDING THE ADOPTED POLICIES AND PROCEDURES FOR THE EXPENDITURE OF DISTRICT FUNDS FOR SUPPLIES, EQUIPMENT, CONSTRUCTION, AND SERVICES AS SET FORTH IN RESOLUTION NO. 2010-274 AND AMENDED IN RESOLUTION NO. 2014-314 AND NO. 2016-353

ARTICLE I

Adoption of Purchasing and Construction Policies

- 1.1 **Statutory Authority:** These policies and procedures are adopted pursuant to the Government Code Section 54201 (l), et seq., and the Public Contract Code Section 22000 et seq. ("Uniform Public Construction Cost Accounting Act") in order to establish an efficient procedure for the purchase of supplies, equipment and contracting for work and services.
- 1.2 **Board Findings and Declaration:** The Board finds and declares that placing all of these policies in one procedural set of guidelines will make these procedures clearer and easier to find. Furthermore, it is the intent of the Board in enacting these procedures to achieve the following objectives:
- A. To establish an efficient procedure for the purchase of supplies, equipment, and services at the lowest possible cost;
 - B. To assure that all supplies, equipment, construction and services at the plant are of sufficient quality to assure the efficient running of the plant;
 - C. To exercise positive financial control over purchases;
 - D. To clearly define authority for the purchase of supplies and equipment and for contracting for outside services and construction;
 - E. To assure as full and open competition as possible on all purposes;
 - F. Fitness and quality being equal, a preference may be granted to local vendors for the purchase of materials, supplies and services with a bid price less than \$45,000. The District may provide a preference to each qualified local vendor if the bid of a local qualified vendor does not exceed the lowest bid or price quoted by other vendors by more than five percent. To qualify as a local vendor, a business must have all current applicable city licenses and permits, must maintain its primary office and/or place of business within district boundaries. This preference is not applicable to any materials, supplies or services for which formal bids are required pursuant to statutory or California common law.

ARTICLE II
Purchase of Supplies and Equipment
District Manager Duties

2.0 The Board of Directors of the District shall approve all contracts for services and/or supplies and equipment in excess of \$30,000.00.

2.1 The District Administrator or Plant Superintendent, as the case may be, shall be the purchasing authority whose functions shall include the following powers and duties:

A. To purchase or contract for supplies and equipment required by the District in accordance with the purchasing procedures outlined herein.

B. To negotiate and recommend execution of contracts for the purchase of supplies and equipment.

C. To ensure as full and open competition as possible on all purchases.

D. To inspect supplies and equipment delivered, as well as contractual services performed, to determine their conformance with the specifications set forth in the purchase orders and contracts.

E. To sell surplus supplies and equipment to interested private and/or public agencies or vendors.

F. To keep informed of current developments in the field of purchasing, prices, market conditions and new products.

G. To maintain a bidders' list, vendors' catalog file and records.

H. To develop and prescribe administrative policies, forms, and files as may be reasonably necessary for the internal management and operation of these purchasing procedures.

2.2 Exemptions From Policies

A. **Emergencies:** The purchasing procedures described above may be dispensed with at the discretion and judgment of the purchasing authority in the best interest of the District when the Board of Directors adopts a resolution by two-thirds vote declaring that it is in the public interest and necessity to demand an immediate expenditure of public funds to safeguard life, health, or property.

B. **Single Source:** When the Board of Directors adopts a finding that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating or replacing supplies, equipment, or material which is in use.

C. **Deliveries Under Annual or Biannual Contracts:** When the Board of Directors has contracted for services or supplies on an annual or other regular basis, the payment for delivery of such services or supplies upon delivery is exempt from the need for additional authority for payment. This exemption does not apply to the actual

negotiation or contracting for services or delivery of supplies.

2.3 Supplies and Equipment - District purchases under \$2,500.00

- A. The Plant Superintendent shall act as purchasing agent for the District in connection in obtaining materials, supplies, and equipment with a cost of **\$2,500.00** or less.
- B. Open Accounts:
 - 1. The Plant Superintendent shall maintain a list of all open accounts with suppliers on which employees of the District have the ability to sign for purchases. The list of open accounts shall be approved by the District Administrator.
 - 2. The Plant Superintendent shall maintain a list of all employees with the ability to sign on open accounts and such list shall be approved by the District Administrator.
 - 3. No employee shall sign on an open account without prior approval of the District Administrator.
- C. In regards to the purchases of supplies or equipment with a cost of **\$300.00** or more, a "purchase order" shall be used.
 - 1. District employees shall submit a requisition for any required supplies, equipment, or services with an anticipated cost in excess of **\$300.00** on a form approved by the District Administrator.
 - 2. If the requisition is approved by the Plant Superintendent, the Plant Superintendent shall seek the most favorable terms and price for the approved requisition either through comparative pricing or competitive bidding, whichever method the Plant Superintendent deems most appropriate under the circumstances. To the extent possible, the Plant Superintendent will review at least two quotations to ensure that the products or supplies purchased are of a quality suitable for the District's purposes and to obtain the lowest price available.
 - 3. Once the Plant Superintendent has determined the most advantageous price or bid, as the case may be, for the requisition, he/she shall issue a purchase order which will constitute a formal offer by the District to purchase the supplies, equipment, or to procure the service for the price and terms indicated therein.
- D. Except in cases of emergency or in cases where specific authority has been first obtained from the District Administrator, the Plant Superintendent shall not purchase supplies or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged.

2.4 Supplies and Equipment - District purchases under \$15,000.00

The District Administrator shall act as purchasing agent for the District in connection with the obtaining of supplies, equipment, or services with costs in excess of **\$2,500.00** but not

more than **\$15,000.00**.

- A. The purchase of supplies and equipment with a value of **\$2,500.00** to **\$15,000.00** may be made by the District Administrator in the open market pursuant to the procedure hereinafter proscribed:
 - 1. The District Administrator or his/her designee shall solicit quotations for the purchase of all such goods and supplies. Said quotations may be solicited by telephone or in writing.
 - 2. Open market purchases shall, whenever possible, be based on at least three written quotations approved by the District Administrator and shall be awarded to the supplier submitting the lowest responsive quote.
 - a. Single Source Items: If the District Administrator determines that there is a single source of procurement and that the purchase of the supplies or equipment is for the sole purpose of duplicating or replacing supplies, equipment, or material which is in use, the requirement of obtaining competitive quotations shall not be required.

2.5 Supplies and Equipment - District Purchases over \$15,000.00 and less than \$60,000.00

- A. For the purposes of this section, the District Administrator shall be the purchasing agent for the District in connection with supplies, equipment, and services with a cost in excess of **\$15,000.00**, but not more than **\$60,000.00**.
- B. The District Administrator and/or his/her designee shall solicit quotations for all goods and supplies with a cost of more than **\$15,000.00** and less than **\$60,000.00**. Said quotations may be solicited by telephone or in writing.
 - 1. Open market purchases shall, whenever possible, be based upon at least three written quotations approved by the District and shall be awarded to the entity submitting the lowest responsive quote. The Board of Directors of the District shall approve all purchases in excess of **\$15,000.00** and less than **\$60,000.00**.
 - a. Exception: When the District Administrator determines that it is reasonably necessary to purchase equipment and supplies on an expedited basis, the District Administrator may do so, but only on approval by the Chairman of the Board of Directors obtained prior to the actual purchase.

2.6 Supplies and Equipment -District Purchases over \$60,000.00 and less than \$200,000.00 – Informal Bidding Process

- A. For the purposes of this section, the District Administrator shall be the purchasing agent for the District in connection with supplies, equipment, and services with costs in excess of **\$60,000.00**, but not more than **\$200,000.00**.
- B. Public projects, as defined by the Uniform Public Construction Cost Accounting Act (Act) and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et

seq., of the Code.

- C. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

D. Notice Inviting Informal Bids:

Where a public project is to be performed, which is subject to the provisions of the Act, a notice inviting informal bids may be mailed to all contractors for the category of work to be bid and shall be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the District Administrator and/ or his/her designee, provided however:

- 1. If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
- 2. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such a contractor or contractors.

- E. The District Administrator is authorized to award informal contracts pursuant to this section.

2.7 Supplies and Equipment - District Purchases over \$200,000.00 - Formal Competitive Bidding/Notice

Except as otherwise provided in these procedures, purchases and contracts for supplies and equipment subject to the two-hundred thousand-dollar contract limitations of the Uniform Public Construction Cost Accounting Act (or an amount specified in a subsequent statute), shall be by written contract with the lowest responsible bidder pursuant to the procedures prescribed herein.

A. Notice of Inviting Bids:

- 1. Notices inviting bids shall include, but not be limited to, the following:
 - a. The notice shall distinctly state the supplies and equipment to be purchases;
 - b. The location and deadline for submission of bids;
 - c. The location where bid blanks and specifications may be secured;
 - d. The date, time, and place assigned for the opening of sealed bids;
 - e. The type and character of bidder's security required, if any;
 - f. Notice that the District reserves the right to waive minor irregularities in the bid.

- g. Notice that no bidder can withdraw his/her bid for a period of 60 days after the date set for the award of the contract.
 - h. Notice that a successful bidder can substitute securities for performance retention pursuant to Public Contract Code Section 22300.
 2. Notices inviting bids shall be published at least twice, not less than 5 days apart, in a newspaper of general circulation, printed and published in the District, or if there is none, the notice shall be posted in at least three public places in the District that have been designated by the District Board of Directors as places for posting such notice.
 3. The first publication or posting of the notice shall be at least ten days before the date of opening bids.

B. Supplies and Equipment Bids - Security Requirements:

Bidder's security may be required when deemed necessary. Bidders shall be entitled to the return of any bid security within 60 days from the time the award is made. A successful bidder shall forfeit his/her bid security, however, upon refusal or failure to execute a contract within 15 days after notice of award of the contract unless the district is responsible for the delay. The contract may be awarded to the next lowest responsible bidder upon the refusal or failure of the successful bidder to execute the contract within the time herein prescribed.

C. Bids Opening:

Sealed bids shall be opened in public at a time and place stated in the notice of inviting bids. A tabulation of all bids received shall be made available for public inspection until the award of the contract.

D. Bid Rejection:

The District may reject:

1. Any bid that fails to meet the bidding requirements in any respect; or
2. All bids, for any reason whatsoever, and may readvertise for new bids;
3. All bids, and adopt by two-thirds vote, a resolution declaring that the materials or supplies can be furnished at a lower price in the open market and the District may purchase the materials or supplies as stated in the resolution in order to take advantage of the lower cost.

E. Contract Award:

Contracts shall be awarded at the next regularly scheduled meeting after the date set for opening bids to the lowest responsible bidder except as follows:

1. If two or more bids are the same and the lowest, the District Board may accept the one it chooses.

2. If no bids are received, the District Board may order the supplies and equipment purchased without further bid.

F. Determination of Lowest Responsible Bidder:

In addition to the bid or quotation price, criteria for determining the lowest responsible bid or quotation, shall include, but not be limited to, the following:

1. The character, integrity, reputation, judgment, experience and efficiency of the bidder (this may include an analysis of previous dealings with the District or other public agencies);
2. The ability of the bidder to provide the supplies, equipment or services required, within the time specified, without delay or interference;
3. The ability of the bidder to provide future maintenance, repair parts and replacement of purchased equipment or supplies; and
4. Compliance by the bidder with Federal Acts, Executive Orders, and State Statutes.

Upon motion of Director _____, seconded by Director _____,
and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The forgoing Resolution is hereby adopted this ____ day of _____ 2016.

Chairman

ATTEST:

District Administrator

APPROVED AS TO FORM:

District Legal Counsel



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

STAFF REPORT

To: Board of Directors
From: Jeremy Ghent
Date: November 6, 2019
Subject: **UPDATE ON PROJECT SCHEDULE FOR WASTEWATER TREATMENT
PLANT REDUNDANCY PROJECT**

RECOMMENDATION:

Receive and File Report.

BACKGROUND:

Since 2005, at the request of the Regional Water Quality Control Board (RWQCB), the District has evaluated the need for a project that would construct and operate additional or redundant secondary treatment processes at the District WWTP. In 2010 the Board held a public hearing and adopted a Resolution for such a project. During 2015 and 2016 the Board pursued and approved funding for the project as well as initiated the process for permitting and design.

DISCUSSION:

The main project components that are driving the schedule include permitting, procurement of construction management team, USDA loan application and financing, the Community Workforce Agreement, and bidding and construction. A brief status update is provided on each component.

Permitting

The Project falls under the jurisdiction of the California Coastal Commission and requires a Coastal Development Permit (CDP). The conditional CDP was received on May 10, 2017. Permit conditions were met, including submission and approval of the final design plans, the Coastal Hazards Monitoring Plan, and the Project Life Cycle Cost Analysis. The final CDP was issued on May 6, 2019.

Procurement of Construction Management Team

District staff released a Request for Qualifications (RFQ) for Construction Management Services on May 9, 2019. The District's Selection Committee identified the top-ranked firm for negotiation

of a scope and budget. The proposed agreement has been included in the agenda as Item 6D for consideration by the Board of Directors.

SRF Loan Application and Financing

Initially the District was pursuing State Revolving Fund (SRF) financing for the project. During the course of developing the project SRF funding guidelines were modified by the State. These changes to the SRF program resulted in the Redundancy Project no longer competitive in a program that now greatly favors water recycling projects throughout the state. The District then set out to identify other low interest financing.

USDA Loan Application and Financing

District staff has been pursuing a low interest loan from United States Department of Agriculture (USDA). This loan would only fund approximately 16% of the project, based on the percentage of service area within a disadvantaged community as determined by the State of California. The remainder would be funded through a combination of municipal bonds and cash reserves that were collected for the project through rates. USDA funding is typically pursued prior to and during the preliminary design phase, in parallel with permitting and CEQA analysis. USDA staff were not fully engaged in reviewing the project for funding approval until April of 2019 when final design plans were completed and planning began for soliciting a construction management team and bidding construction phase of the project. The USDA application process has affected the project schedule but could result in significant savings to the District if the application is approved. Through the application review process, additional technical and environmental studies have been required by USDA. District staff is working to efficiently complete these studies and continue the application process. Approval of the USDA loan application is expected to be finalized in 5 months but could be longer depending on review comments from USDA engineering and environmental staff.

Community Workforce Agreement

Negotiating the Community Workforce Agreement and extending the deadline for construction management proposals as a result of those negotiations also affected the overall schedule. The Community Workforce Agreement was finalized in August 2019.

Construction Bidding and Construction

The current schedule anticipates bidding the project in March 2020, based on the anticipated timeframe for the USDA application and review, with construction beginning in June 2020 and completion in September 2022. Pursuing the USDA loan results in a delay to the project, but the project cost savings for USDA financing, if approved, is anticipated to be over \$800,000 compared to financing through municipal bonds only. However, USDA must approve the application for financing and that will require a summary report of prior environmental work and additional information for compliance with federal environmental regulations. Once the full application is submitted, the USDA review process may take from 2 to 4 months, or longer, and 2 months is assumed in the project schedule.

Prequalification of Contractors

Through procurement of a construction management team for the Project, the District solicited and received recommendations from proposing construction management teams for risk-reduction strategies. One of the consistent recommendations is to prequalify contractors. Current schedule delays due to the USDA loan application process provide the opportunity to complete contractor prequalification with little to no impact to the construction bidding schedule. In order to add value to the project during the delay, District staff intends to take advantage of this time and perform a prequalification of contractors for the Project. Prequalification of contractors provides

significant benefits and minimizes risks to the District on a number of levels: it reduces the risk of awarding the contract to an underqualified contractor, increases visibility of the project to potential bidders, encourages bids from qualified contractors, and reduces risk of effort and protests resulting from declaring a bid unresponsive due to not meeting the minimum required qualifications in the contract documents. The request for prequalification packages would be advertised this winter, with review and shortlisting of qualified contractors by late February 2020.

Future Steps

An updated project budget will be presented to the Board of Directors when the lowest qualified bid is presented for approval. This will be the next major milestone for updating the project budget through completion.

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STAFF REPORT

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: November 6, 2019

Subject: **AWARD FOR WWTP REDUNDANCY PROJECT CONSTRUCTION
MANAGEMENT SERVICES CONTRACT WITH MNS ENGINEERS, INC.**

RECOMMENDATION:

Authorize the District Administrator to execute a contract for Construction Management Services for the Wastewater Treatment Plant Redundancy Project with MNS Engineers, Inc. in the amount of \$2,616,044.

BACKGROUND AND DISCUSSION:

The District has been working to develop the Wastewater Treatment Plant (WWTP) Redundancy Project, the largest capital improvements project the District has undertaken since the 1986 WWTP Improvements. 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. MKN & Associates, Inc. (MKN) is assisting the District in administration of the Project. Part of MKN's scope of work is to lead procurement of the Construction Management (CM) Team. As part of this effort, MKN performed extensive outreach to solicit well-qualified firms. The CM Team will lead oversight of the construction activities on behalf of the District to help ensure the Project is completed successfully with the District's best interest in mind.

On April 24 and 26, 2019, MKN lead an informational webinar to advertise the upcoming Request for Qualifications (RFQ) for CM Services for the Project. The webinar was held on two dates for convenience and was advertised on April 16. Additionally, MKN performed outreach to notify qualified firms of the opportunity. MKN, Kennedy Jenks, the Project Design Engineer, and the District Administrator led the webinar, which covered the project background, anticipated scope of services and procurement schedule for the upcoming CM contract. The April 24th webinar was attended by 13 participants from eight different firms. Seven participants from five firms attended the April 26th webinar, some of which were in attendance at the previous webinar. MKN coordinated one-on-one site visits and meetings with interested proposers prior to release of the RFQ.

On May 9, 2019, the District published the RFQ for CM services for the WWTP Redundancy Project. A pre-Statement of Qualifications meeting was held on May 14th and 11 people attended,

representing 8 firms. MKN coordinated individual meetings and site visits for each interested team after the RFQ was released. Six teams visited the site and met with the District during this period. The advertisement period was extended by a total of seven weeks due to development of the Community Workforce Agreement and resulting potential impacts to the CM contract.

On August 14th, Statements of Qualifications (SOQs) for CM services were received from four teams lead by Carollo Engineers, MNS Engineers Inc., MWH Constructors, Inc., and Psomas. An evaluation committee was formed, made up of the District Administrator and Wastewater Supervisor and technical staff from the City of Grover Beach, the City of Arroyo Grande, and the County of San Luis Obispo. The Evaluation Committee met on August 21st to review the SOQs. Each SOQ was evaluated based on the following criteria as described in the RFQ:

- Quality and Clarity of SOQ, Understanding of the work,
- Experience of Project Manager and key team members on similar projects,
- Firm's history of construction administration and construction management, and
- Proposed project approach, identification of key project challenges, approach to reduce overall risk, and collaboration with the District's Team.

After deliberation, the Evaluation Committee shortlisted three teams for interviews: Carollo, MNS, and MWH Constructors. Interviews were conducted on September 10 and 11, 2019, and the Evaluation Committee met immediately afterwards to develop the final ranking. Based on the evaluation criteria described above, the Committee members unanimously recommended MNS to provide construction management services for the District's project.

MKN assisted with negotiation of the final CM services scope and fee. The proposed scope of services is attached and generally consists of the following services:

- Bid phase services, including development of a risk registry and constructability review of the final plans and specifications
- Conduct the preconstruction conference and weekly progress meetings
- Provide monthly construction project reports to the District
- Monitor construction schedule and cost
- Document project correspondence and manage submits, RFIs, change order requests, etc. utilizing an online project management software
- Review and submit paperwork for compliance with permitting and federal funding requirements
- Perform field observation, special inspection, and materials testing
- Inspect and monitor startup and commissioning
- Coordinate project closeout, including final project walkthroughs, punch lists, and corrective work as needed

Fiscal Consideration:

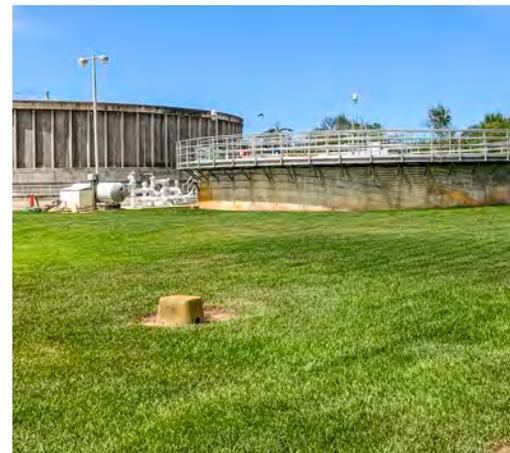
The District previously budgeted \$1,700,000 for construction management services for this project. After negotiations of the scope and fee, the proposed amount totals \$2,616,044. Though the proposed construction management contract exceeds the initial budget, the conservative financial plan allowed for project contingency and had assumed higher interest rates. Therefore, no additional impact to ratepayers is anticipated as a result of higher construction management fees.

Attachments:

1. MNS Statement of Qualifications
2. MNS Scope of Work,
3. MNS Team Organization Chart,
4. MNS Fee



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT



STATEMENT OF QUALIFICATIONS TO PROVIDE Construction Management Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project

DISSL.180366

August 14, 2019

South San Luis Obispo County Sanitation District
Attention: Eileen Shields, PE, District Project Manager
1600 Aloha Place
Oceano, CA 93475

RE: Statement of Qualifications to Provide Construction Management Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project

Dear Ms. Shields:

MNS Engineers, Inc. (MNS) appreciates the opportunity to submit our highly qualified team for consideration to provide construction management (CM) services for the **South San Luis Obispo County Sanitation District (District)** Wastewater Treatment Plant (WWTP) Redundancy Project.

The CM team proposed for this important project has specific experience in completing time and cost-sensitive projects that require additions and/or modifications to existing facilities while maintaining full operational capabilities. MNS, along with our strategic subconsultant partner, **Earth Systems Pacific, Inc. (Earth Systems)**, offers a full range of CM services including efficient startup and commissioning leadership, a robust Quality Assurance Program (QAP) with compliance inspections, materials testing and special inspections, labor compliance, and contract administration to provide the District with the highest standard of quality assurance. Our team has a successful history of completing this exact type of project with the same Key Performance Indicators (KPIs) of cost, schedule, maintenance of plant operations, and quality assurance.

Based on our assessment of the Request for Qualifications (RFQ), review of the plans and specifications, pre-proposal meeting, and site visit—we selected the most qualified team members who are familiar with the District's concerns and have proven track records of success in similar settings to address the requirements and challenges of this project.

Professional and Qualified Team Immediately Available

Management Team. Our team will be managed out of our local San Luis Obispo office and led by **Tanveer Rao, PE**, Project Manager/Risk and Schedule Manager, and **Kurt Greeb, PE**, On-Site Resident Engineer—who have over 60 years of combined experience managing complex water and wastewater plant rehabilitation and new construction. Most recently, Tanveer successfully provided construction and risk management support for the \$1.4B City of San Jose Program for the San Jose-Santa Clara Regional Wastewater Facility. For over eight years, Kurt provided construction management services for the Los Angeles County Sanitation Districts (LACSD) for numerous wastewater projects.

Quality Assurance (QA) Team. As part of our robust QAP, **Gary Bohnisch** will lead the QA team for civil, structural, and mechanical inspections for the project. Gary has over 30 years of experience providing construction inspection for wastewater treatment plants for various agencies. **Ed Macias Jr.**, with over 26 years of electrical and controls experience, will provide electrical inspection to support a successful project startup and Supervisory Control and Data Acquisition (SCADA) integration. **Ron Kettle**, a licensed California Grade V Wastewater Treatment Plant Operator with over

MNS DETAILS



Firm Ownership Type
C-Corporation

Year Firm Established
1962

California Department of Industrial Relations (DIR)
No. 1000003564

Corporate Office
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
805.692.6921 Office Ph/Fax
www.mnsengineers.com

Local Office
811 El Capitan Way, Suite 130
San Luis Obispo, CA 93401
805.787.0326 Ph

Firm Contact
Tanveer Rao, PE
Project Manager
714.313.5964 mobile
trao@mnsengineers.com

Authorized Signature
Greg Chelini, PE
Vice President
805.896.9474 mobile
805.692.6921 office
gchelini@mnsengineers.com

Addenda Acknowledgment
MNS acknowledges receipt of Addendum **No. 1**, dated May 20, 2019; **No. 2**, dated June 10, 2019; **No. 3**, dated July 12, 2019; **No. 4**, dated July 19, 2019; and **No. 5**, dated August 7, 2019. Refer to Appendix C for signed addenda acknowledgments.



43 years of experience, will oversee the startup, commissioning, and operational support training. Ron brings both a detailed technical understanding and a common-sense approach to the maintenance of plant operations (MOPO) during construction. Ron was directly responsible for the simultaneous operation and maintenance of four major plants for the LACSD with treatment capacities ranging from 5.5 to 21-million-gallon-per-day (MGD).

PROVEN TEAM. Our project team has a long history of working together successfully on wastewater treatment plant upgrade projects where construction took place in an operating plant, early identification of potential risks along with comprehensive mitigation strategies kept the projects on schedule, and the complex startup and commissioning required effective coordination with operations staff.

Cloud-Based Document Control

Our team will utilize web-based contract administration software to efficiently manage the project and provide accurate and up-to-date documentation throughout the project. Our site management and QA staff will have all the project information—including drawings, specifications, responses to Requests for Information (RFIs), email, photographs, inspection reports, observations, change events, and so on—at their fingertips by using tablets or iPads. **Our highly skilled and experienced staff have the most modern tools available to support efficient and cost-effective project completion.**

Efficient and Effective Construction Management

Our team will provide the District with our unique brand of CM services. We do far more than offer transactional responsibilities of maintaining meeting minutes and submittal/RFI logs. As an advocate for the District, the key to our success is providing valuable risk identification and mitigation strategies each and every day. We measure our own success solely on the basis of the project's success.

Project Success

Our team has provided CM services for many projects of similar scope and complexity in the local area and Central Coast. A few of our relevant projects include:

- Supplemental Water Projects and Southland Wastewater Treatment Facility Upgrade, Nipomo Community Services District
- Construction Management and Inspection Services for San Jose-Santa Clara Regional Wastewater Facility, City of San Jose
- Blower Rehabilitation and Improvements for San Jose-Santa Clara Regional Wastewater Facility, City of San Jose
- Tertiary Filtration Replacement and Secondary Process Improvements, City of Santa Barbara
- Aerated Sludge Holding Tank Replacement, Carpinteria Sanitary District
- Vista Canyon Water Factory, City of Santa Clarita

Working together, our knowledgeable experts will bring total wastewater solutions to the District while keeping costs low and the project on schedule. MNS has been providing construction management and inspection services to local and state agencies within San Luis Obispo County and the Central Coast as its core business for over 20 years. We understand the importance of this project to the District and commit to providing industry-leading professionals to help the District accomplish its project goals. Please feel free to contact me or **Tanveer Rao, PE, at 714.313.5964 or trao@mnsengineers.com** with any questions you may have about our submittal. We look forward to working with you on this important project.

Sincerely,

MNS Engineers, Inc.



Greg Chelini, PE
Vice President



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1 SECTION

Project Organization and Key Personnel



1

Section 1. Project Organization and Key Personnel



LOCAL KNOWLEDGE. PROJECT KNOWLEDGE.
Our comprehensive team has **LOCAL KNOWLEDGE AND SIMILAR PROJECT EXPERIENCE**. Our immediately available and responsive staff will be based in MNS' **LOCAL SAN LUIS OBISPO OFFICE**. As members of the local community, we take great pride in the quality of our projects, knowing our clients and future generations will benefit from their use for years to come.

Firm Profile

Established in 1962, MNS Engineers, Inc. (MNS) is a C-Corporation providing quality infrastructure consulting services of construction management, civil engineering, and land surveying to the water resources, transportation, and government service markets throughout California. MNS' reputation has been built on understanding the Owner's needs and working tirelessly to meet those needs.

As the District's advocate for the Wastewater Treatment Plant (WWTP) Redundancy Project, MNS understands the goals defining success for this project and how to bring this vision to fruition.

Local Office

MNS' San Luis Obispo office was established in 2006.



Water and Wastewater Construction Management (CM) Expertise



MNS offers an experienced CM team with hands-on experience in the management of new and renovated

water and wastewater facilities and infrastructure projects. Throughout the past decade alone, MNS has successfully managed over \$1B of water and wastewater treatment and improvement projects. From standard pipeline replacement to complex water and wastewater facilities and infrastructure systems, MNS is fully equipped to handle the needs of both large and small projects.

Our construction management expertise includes:

- Complete construction management and inspection
- Scheduling and Critical Path Method (CPM) review
- Time impact analysis
- Risk management
- Claims and safety management, avoidance, and mitigation
- Cost estimating
- Funding administration: local, state, and federal
- Contract administration and constructability review
- Stormwater Pollution Prevention Plan (SWPPP) compliance
- Multi-party and contractor coordination
- Plant startup and commissioning

Permitting and Coordination

Many of our projects require multiple funding sources and extensive coordination with permitting agencies. Our projects involve communication with multiple agencies, utility



coordination, and permitting for environmental protection. Our team is well versed with the following agencies:

- Caltrans
- US Army Corps of Engineers
- US Fish and Wildlife Service
- California Department of Fish and Wildlife
- Regional Water Quality Control and Board (RWQCB)
- United States Department of Agriculture
- California Coastal Commission
- Air Pollution Control District
- Federal Emergency Management Agency (FEMA)
- Office of Emergency Services (OES)
- Integrated Regional Water Management (IRWM)
- American Recovery and Reinvestment Act (ARRA)
- State Revolving Fund (SRF)
- Watershed Protection Districts

Funding Administration

MNS has successfully delivered numerous public works projects involving federal and state funding. Our Project Management Plan (PMP) ensures project documentation complies with funding requirements. This results in an efficient monthly pay application and project closeout process.

To date, all of our state and federally funded projects have successfully passed their state and federal audits for construction.

Subconsultant Profile

Earth Systems Pacific, Inc. (Earth Systems)

ROLE: Materials Testing

Established in 1969, Earth Systems offers a full spectrum of pre-construction and construction-related special inspection and materials testing services with a full staff of local field and laboratory technicians. As their Caltrans-approved laboratory in San Luis Obispo County is located within a few miles of the project site, they can provide cost-effective and efficient testing services. Their 3,000-square-foot materials testing laboratory can perform hundreds of tests upon soils, concrete, asphalt, steel, masonry, and other building materials. It has been certified or inspected by the US Army Corps of Engineers, the Division of the State Architect (DSA), the Cement and Concrete Reference Laboratory (CCRL), and the AASHTO Materials Reference Laboratory (AMRL). All materials testing associated with the project will be accomplished expeditiously and cost-effectively.

Earth Systems is very familiar with the project and the geotechnical/geologic site conditions, having prepared the geotechnical report for the proposed project.

Earth Systems provided materials testing, geotechnical, and special inspection services for several previous District projects such as the Digester Tank Testing, Grit Removal, Centrifuge 2A, Splitter Box Refurbishment, Centrifuge Building, Plant Gas Distribution System Upgrade, Standby Generator Upgrade, Flood Wall, and Chlorine Tank and Effluent Pump Station.





VALUE OF SELECTING THE MNS TEAM

We carefully selected team members with proven track records of success in similar settings to address the challenges of this project. **The MNS team has the technical skills, experience, and work approach to ensure a smooth project delivery.** Our team provides the District with these core benefits:

✓	District Advocate	Our expertise allow the MNS team to serve as the District's prime advocate for the WWTP Redundancy Project. As the District's advocate, we will work proactively and expertly to ensure the District's best interests guide all of our actions. We will bring the latest technology and processes to the project to ensure the achievement of the District's Key Performance Indicators (KPIs): cost, schedule, maintenance of plant operations, and quality assurance.
✓	Risk Management	Our team has the proven expertise to identify and mitigate potential risks to achieving the project KPIs.
✓	Schedule and Budget Control	Experience and proactive project risk management is key to ensuring schedule and budget control on a project of this size and complexity. The day-to-day control of these project elements is the cornerstone of the MNS construction management program. We are proven experts in this area.
✓	Maintenance of Plant Operations (MOPO)	Having worked together on previous large-scale plant expansions, our team members are known for their successful MOPO planning process. Additionally, our Grade V Wastewater Treatment Plant Operator, Ron Kettle, is experienced with this specific type of treatment process. He will work directly with the team to ensure the seamless integration of the existing operations with the plant processes and prevent any unexpected interruptions to the plant operations.
✓	Communication	Effective communication is vital to the success of the WWTP Redundancy Project. Our team members provide consistent communication to support a successful project outcome and the peaceful coexistence of all project stakeholders for the duration of the project. Our team members will see the project requirements and vision to fruition.
✓	Safety	MNS considers safety a KPI of a successful project. Our team coordinates with the construction contractor and Owner to plan work to ensure a safe work environment—conducting training in English and Spanish—to help reduce unintended consequences of construction.
✓	Demonstrated Project Success	Our proposed team's extensive experience on similar previous MNS projects offers assurance of our proven ability to successfully deliver the District's WWTP Redundancy Project.

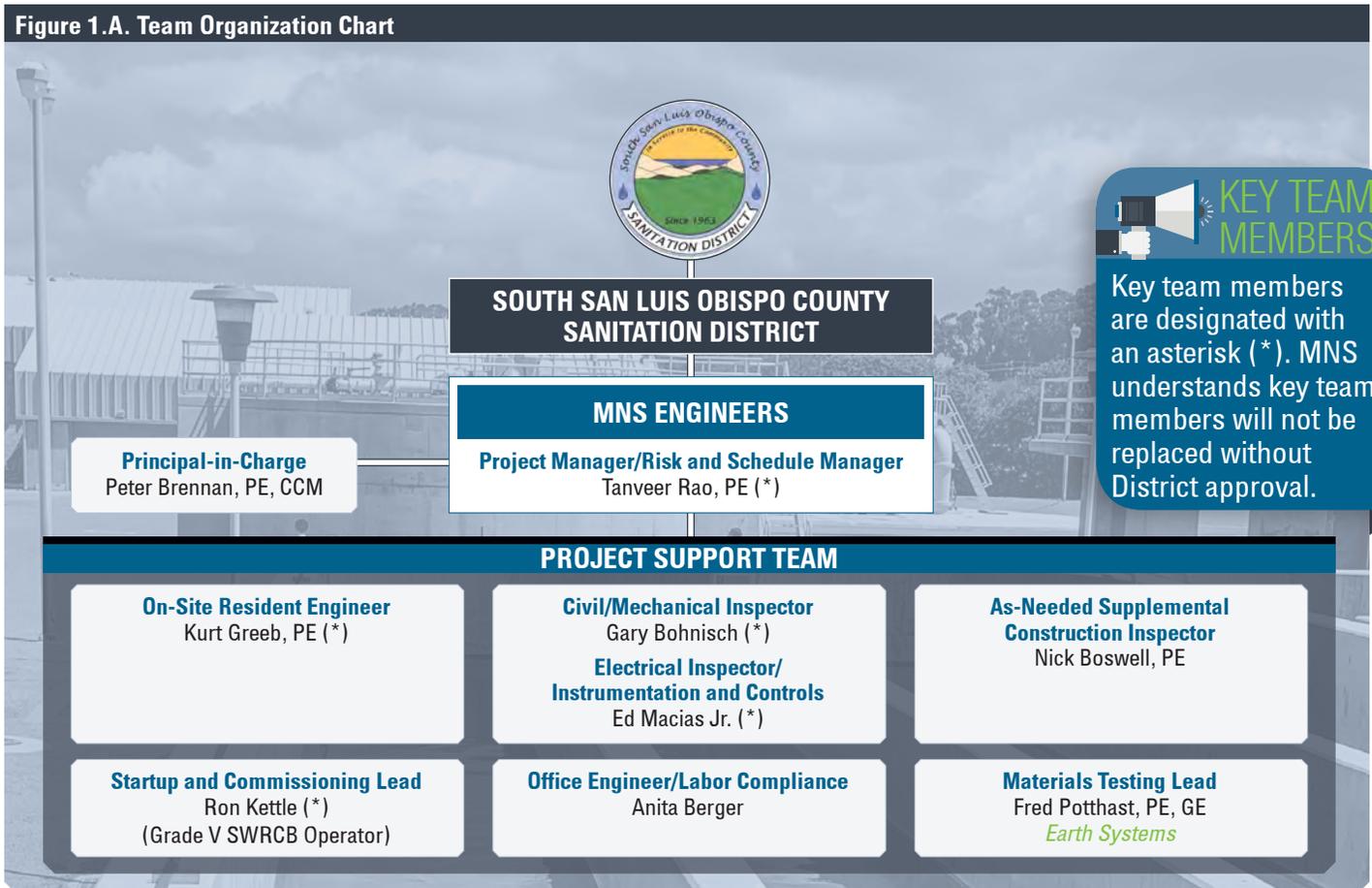




<p>✓ Proven, Skilled Team</p>	<p>From our Principal-in-Charge to our Construction Inspectors, our team has a long history of working successfully together on previous projects, where construction took place in an operating plant, early identification of potential risks along with comprehensive mitigation strategies kept projects on schedule, and the complex startup and commissioning required effective coordination with operations staff. Additionally, our subconsultant, Earth Systems, has supported our team on many previous projects.</p>
<p>✓ Depth of Resources</p>	<p>We deliver superior quality through our depth of resources. Our ability to tackle large-scale endeavors without driving up costs or sacrificing personalized service makes us stand out as a client favorite.</p>
<p>✓ Web-based Contract Administration</p>	<p>Our construction inspection process continues to evolve with the most current technology available in the marketplace. Our highly skilled and experienced staff have the most modern tools available to support efficient and cost-effective project completion. For this project, we recommend using a web-based contract administration platform such as EADOC or a combination of Procore and PlanGrid. By automating workflow related to document approval and establishing general cloud-based communication, MNS ensures a consistent and reliable avenue of communication for all project stakeholders. The MNS inspection team currently uses this technology with great success at the San Jose-Santa Clara Regional Wastewater Facility.</p>
<p>✓ Quality Assurance Team</p>	<p>We have a robust Quality Assurance Plan (QAP) for oversight of the contractor's Quality Control Program as well as materials testing to ensure compliance with contract requirements.</p>
<p>✓ Cohesive Team with Value-Added Redundancy</p>	<p>Our veteran team has the experience to take on additional roles as needed. Tanveer Rao, PE, Project Manager, can also serve as On-Site Resident Engineer, while Kurt Greeb, PE, On-Site Resident Engineer, can also serve as a Construction Inspector. Our cross-functional team ensures a fully supported project at all times.</p>
<p>✓ Dedicated Local Team Ready to Mobilize</p>	<p>Our local team and materials testing subconsultant have extensive similar experience in San Luis Obispo County and along the Central Coast of California. Based on our direct experience, knowledge with the local area, and understanding of the challenges involved with this type of project—the MNS team knows what is required to successfully complete this project.</p>



Figure 1.A. Team Organization Chart



KEY TEAM MEMBERS

Key team members are designated with an asterisk (*). MNS understands key team members will not be replaced without District approval.

Professional and Experienced Team

MNS offers an experienced and motivated team for construction management and inspection services for this critical project. Our team's substantial experience in managing similar projects provides a valuable understanding of critical project elements and potential issues. Our team works with the following key objectives:

- Quality service and projects
- Schedule and budget efficiency
- Adherence to quality assurance/quality control (QA/QC) standards
- Consistent communication
- Application of technical and practical expertise

Our team has the skill set and experience to meet the specific needs of the project:

- Delivery of time critical and budget constrained projects.
- Strong risk identification and mitigation expertise.
- Complete understanding of how to deliver projects with outstanding safety results.
- Change order administration and cost estimating.
- Building new facilities within an operating plant—Maintenance of Plant Operations (MOPO).
- Local team and materials testing subconsultant with extensive experience in San Luis Obispo County and along the California Central Coast.
- QA team with proven experience in construction of similar nature and complexity.
- Dedicated team ready to mobilize.
- High groundwater table and stone column issues on Central Coast projects.



Management Team

Tanveer Rao, PE— Project Manager/Risk and Schedule Manager
Kurt Greeb, PE—On-Site Resident Engineer

Our highly skilled CM team has considerable experience managing complex construction projects.

KURT is a seasoned CM professional with over 28 years of diversified experience in water, wastewater, and recycled water. For over eight years, he provided CM services for the Los Angeles County Sanitation Districts (LACSD) for numerous wastewater projects. Along with Peter Brennan, PE, CCM, our Principal-in-Charge—Kurt will work closely with the District and team members to ensure MNS delivers a quality product in compliance with the contract documents.

TANVEER has over 32 years of experience in construction management for water resources and wastewater projects. Most recently, he successfully provided construction and risk management support for the \$1.4B City of San Jose Program for the San Jose-Santa Clara Regional Wastewater Facility. He will provide risk management leadership focused on early risk identification and mitigation strategies, schedule management, and time impact analysis. Once an issue is identified, MNS will present options to the District. Tanveer will continually monitor the MNS and contractor budget to ensure proper utilization.

ADDITIONAL SUPPORT. **Anita Berger** will manage the web-based contract administration system and provide document control for the project. Anita brings more than 29 years of experience in construction project administration.



Quality Assurance Team

Gary Bohnisch—Civil/Mechanical Inspector
Ed Macias Jr.—Electrical Inspector/Instrumentation and Controls

We understand the construction contract requires the contractor to provide the first line of QA inspections. To complement this effort and provide the District with the best quality oversight, we will have a robust Quality Assurance Program (QAP) for oversight of the contractor's Quality Control Program as well as materials testing to ensure compliance with contract requirements.

GARY will lead the QA team and the development of the Inspection and Test Plan (ITP) for the project, which the contractor will use to develop a project-specific Quality Control Program. Gary has over 30 years of experience providing construction inspection for wastewater treatment plants for various agencies. He provided construction inspection for several projects under the LACSD jurisdiction, including the Joint Water Pollution Control Plant, one of the largest wastewater treatment plants in the world. Gary will manage QA for work involving civil, structural, and mechanical inspections.

ED has over 26 years of experience and is a well-known electrical and controls expert. He has provided electrical inspection services for the LACSD, City of Santa Clarita, and Water Replenishment District of Southern California.

ADDITIONAL SUPPORT. **Earth Systems**, our local materials testing subconsultant, is very familiar with the project site and the geotechnical/geologic site conditions, having prepared the geotechnical report for the proposed project and provided materials testing, geotechnical, and special inspection services for several previous projects for the District.



Startup and Commissioning

Ron Kettle—Startup and Commissioning

Ron, a licensed California Grade V Wastewater Treatment Plant Operator with over 43 years of experience, brings both a detailed technical understanding and a common-sense approach to the MOPO during construction. Ron's technical ability and real-world understanding of plant operations will allow him to interact easily with the District's plant operations team. Ron was directly responsible for the simultaneous operation and maintenance of four plants for the LACSD.

Ron will work with the District's operations team to help bring the new processes into service while ensuring the National Pollutant Discharge Elimination System (NPDES) discharge permit requirements are continually met and never jeopardized.



Local and Responsive Team

With the ability to perform nearly the entire scope of work with in-house staff, MNS will respond quickly to the needs of the project. Additionally, we have a depth of resources ready to support key team members if needed. Our team is committed to delivering a high-quality, award-winning project on schedule and within budget.

Team Organization and Key Staff Biographies

Our cohesive, talented team of experienced professionals meet all the specific elements and needs for the project. Figure 1.A displays our team organization chart. This section provides brief key team member roles, responsibilities, and biographies. Appendix B contains two-page resumes for each team member.

Peter Brennan, PE, CCM	Yrs Exp 32
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Firm Role MNS Principal-in-Charge
License Professional Civil Engineer, CA No. 53110
Certification Certified Construction Manager, CMAA



As Principal-in-Charge, Mr. Brennan will provide quality control and technical oversight. Prior to MNS, Peter worked for over 22 years with the LACSD where he administered construction contracts ranging

from \$1M to \$190M. In this position, he served as a Project Manager/Senior Resident Engineer for various projects such as wastewater treatment plants, pipelines, pump stations, and landfill construction.

RELEVANT EXPERIENCE (ROLE: CONSTRUCTION MANAGER)

El Estero Wastewater Treatment Plant Improvements <i>City of Santa Barbara, CA</i>
Aerated Sludge Holding Tank Replacement <i>Carpinteria Sanitary District, CA</i>
Vista Canyon Water Factory <i>City of Santa Clarita, CA</i>
Construction Management and Inspection Services for San Jose-Santa Clara Regional Wastewater Facility <i>City of San Jose, CA</i>

Tanveer Rao, PE	Yrs Exp 32
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Firm Role MNS Project Manager/Risk and Schedule Manager
License Professional Civil Engineer, CA No. 53574; General Contractor, CA (A and B), CA No. 691595



As Project Manager, Mr. Rao will manage the MNS team during construction—focusing on budget, schedule, staffing resources, conflicts, and technical oversight. Tanveer will serve as the central communication point

for the District and support the On-Site Resident Engineer, Construction Inspectors, and Commissioning and Startup Lead during this project. Tanveer will provide risk and schedule management oversight, including ensuring timely and accurate communication and project delivery. If required, Tanveer will serve as the On-Site Resident Engineer should Kurt be unavailable during the project execution.

Tanveer brings more than 32 years of construction management and project management experience in the water/wastewater construction industry. Most recently, he successfully supported the \$1.4B City of San Jose Program for the San Jose-Santa Clara Regional Wastewater Facility as a Senior Project Manager. As part of this effort, the \$48M Aeration Blower Rehabilitation included 14 aeration blowers and the \$80M Aeration Tanks Rehabilitation included 24 aeration basins. Tanveer's expertise and experience in managing prior successful project teams, along with his impressive track record of meeting project budget and schedules, provides the District with assurance the WWTP Redundancy Project objectives will be successfully met.

RELEVANT EXPERIENCE (ROLE: CONSTRUCTION MANAGER)

Aeration Blower Rehabilitation and Improvements and Aeration Tanks Rehabilitation for San Jose-Santa Clara Regional Wastewater Facility <i>City of San Jose, CA</i>
64 MGD Pressure Filtration Water Treatment Plant <i>Casitas Municipal Water District, CA</i>
Remove Nitrates from 15 MGD Water Treatment Plant <i>City of Pomona, CA</i>

Kurt Greeb, PE	Yrs Exp 28
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Firm Role MNS On-Site Resident Engineer
License Professional Civil Engineer, CA No. 52313



As the On-Site Resident Engineer, Mr. Greeb will manage all construction activities, administration of project documentation, oversee the Construction Inspectors, and coordinate construction activities with the

contractor and Design Engineer. Each day, Kurt will inform Michael Jones, the Chief Plant Operator, of all construction activities impacting the plant operations. If needed, he will also serve as a Construction Inspector.

Kurt specializes in providing construction management services for wastewater treatment systems, pump stations, industrial waste, sewer lines, and potable water improvements. Prior to MNS, he worked for over eight years with the LACSD where he provided construction management services for numerous wastewater projects. He also worked for the City of Los Angeles' Bureau of Engineering, Environmental Engineering Department,

where he provided construction management services for numerous wastewater projects.

RELEVANT EXPERIENCE (ROLE: RESIDENT ENGINEER)

El Estero Wastewater Treatment Plant Secondary Process Improvements
City of Santa Barbara, CA

Various Wastewater, Sewer Line, and Landfill Projects
Los Angeles County Sanitation Districts, CA

Gary Bohnisch, PE

Yrs Exp 30

Firm I Role MNS | Civil/Mechanical Inspector



Mr. Bohnisch will provide civil and mechanical inspection for the project and field coordination with the contractor and any special inspectors during the construction phase. Gary will work directly with Kurt and

Tanveer to ensure the project is constructed per the project plans and specifications.

Gary specializes in inspecting new construction, rehabilitation, and site improvements for wastewater infrastructure projects. He has provided construction inspection for wastewater treatment plants for various agencies as well as several under the LACSD jurisdiction, including the Joint Water Pollution Control Plant, one of the largest wastewater treatment plants in the world. In his career, Gary has provided construction inspection for projects up to \$150M.

RELEVANT EXPERIENCE (ROLE: CONSTRUCTION INSPECTOR)

El Estero Wastewater Treatment Plant Tertiary Filtration Replacement
City of Santa Barbara, CA

Aerated Sludge Holding Tank Replacement
Carpinteria Sanitary District, CA

Vista Canyon Water Factory
City of Santa Clarita, CA

Lancaster Water Reclamation Plant Expansion, Stage 5; Dewatering Facility Modifications for the Joint Water Pollution Control Plant; Secondary Treatment Facility, Whittier Narrows Water Reclamation Plant
Los Angeles County Sanitation Districts, CA

Ed Macias Jr.

Yrs Exp 26

Firm I Role MNS | Electrical Inspector/Instrumentation and Controls

Certification Water Distribution Operators Certification Course for Operators I and II



Mr. Macias will provide electrical inspection to support a successful project startup and Supervisory Control and Data Acquisition (SCADA) integration. Ed specializes in electrical construction inspection services for

water and wastewater treatment facilities projects. Ed has provided electrical inspection services for various clients such as the LACSD, City of Santa Clarita, and Water Replenishment District of Southern California. He has substantial experience with electrical construction project management and design; electrical engineering startup and modifications of instrumentation and controls; control cabinet design and fabrication; third-party electrical point to point and functional system testing; installation of various VFCs, application, calibration, and underground and exposed conduits; installation and internal operation of instrumentation and related accessories; and service and repair of wastewater flowmeters and instrumentation. Ed is also experienced with AutoCAD and HMI/SCADA software.

For 18 years, Ed owned EM Enterprises where he served as an electrical and instrumentation and controls contractor for various clients in Los Angeles County.

RELEVANT EXPERIENCE (ROLE: ELECTRICAL INSPECTOR)

El Estero Wastewater Treatment Plant Secondary Process Improvements
City of Santa Barbara, CA

Carson Joint Water Pollution Control Plant Odor Control; Hyperion Primary Sedimentation Battery-A; Honeywell HVAC Commissioning
Los Angeles County Sanitation Districts, CA



Ron Kettle **Yrs Exp** 43

Firm | Role MNS | Startup and Commissioning
Certification Grade V State Water Resource Control Board (SWRCB) Operator



Mr. Kettle will provide commissioning and startup support. For over 40 years, Ron managed and operated wastewater treatment facilities for the LACSD. He was directly responsible for the simultaneous operation and maintenance of four LACSD plants.

As a licensed California Grade V Wastewater Treatment Plant Operator, Ron brings both a detailed technical understanding and a common-sense approach to the maintenance of plant operations during construction.

Ron's technical ability and real-world understanding of plant operations will allow him to interact easily with the District's plant operations team; Ron understands the nuances and challenges of commissioning new facilities.

RELEVANT EXPERIENCE (ROLE: OPERATIONS MANAGER)

El Estero Wastewater Treatment Plant Improvements,
City of Santa Barbara, CA

Vista Canyon Water Factory
City of Santa Clarita, CA

Construction Management and Inspection Services for San Jose-Santa Clara Regional Wastewater Facility
City of San Jose, CA

Valencia Water Reclamation Plant; Saugus Water Reclamation Plant; Lancaster Water Reclamation Plant; Palmdale Water Reclamation Plant
Los Angeles County Sanitation Districts, CA

Fred Potthast, PE, GE **Yrs Exp** 35

Firm | Role Earth Systems | Materials Testing Lead
License Professional Civil Engineer, CA No. 42798; Professional Geotechnical Engineer, CA No. 2369; Licensed Nuclear Gauge Operator



Mr. Potthast—a recognized local expert in the fields of geotechnical engineering, special inspection, and materials testing—will be responsible for materials testing oversight. Fred is very familiar with the project and the

geotechnical/geologic site conditions, having prepared the geotechnical report for the proposed project and provided materials testing, geotechnical, and special inspection services for several previous projects for the District.

Fred is the Managing Principal of Earth Systems' San Luis Obispo, Santa Maria, and Paso Robles offices, ensuring high standards of technical accuracy and quality are consistently met. He has over 35 years of experience as a geotechnical/materials engineer for numerous water and wastewater treatment projects throughout the Central Coast of California. He is the Geotechnical Engineer of Record for the Wastewater Treatment Plant Redundancy Project.

RELEVANT EXPERIENCE (ROLE: MATERIALS TESTING MANAGER)

Wastewater Treatment Plant Redundancy Project
Geotechnical Engineer of Record,
South San Luis Obispo County Sanitation District, CA

Wastewater Treatment Plant Centrifuge Building; Splitter Box Refurbishment; Digester No. 1 Repair; Storage Facility
South San Luis Obispo County Sanitation District, CA

Los Osos Wastewater Collection System
County of San Luis Obispo, CA

Paso Robles Wastewater Treatment Plant Tertiary Treatment Facilities; Nacimiento Water Treatment Plant, Thunderbird Well Project
City of Paso Robles, CA

Nacimiento Water Treatment Plant, Thunderbird Well Project
Los Angeles County Sanitation Districts, CA



TEAM ADVANTAGE

The MNS team is comprised of highly-qualified, certified construction management and inspection professionals who offer complete construction management, project administration, and inspection services to the highest standard of professionalism and expertise.

2 SECTION

Experience and References



2

Section 2. Experience and References

Demonstrated Project Success. As every project has unique challenges in addition to routine tasks, the MNS project team identified the most critical PROJECT ELEMENTS that must be managed effectively from the onset to deliver a successful project. Our team has had extensive experience with these elements and similar challenges on previous projects. Our LESSONS LEARNED from our prior projects will benefit the WWTP Redundancy Project. Table 2.A demonstrates our proposed team's extensive experience on similar previous MNS projects and offers assurance of our proven ability to successfully deliver the District's WWTP Redundancy Project.



TABLE 2.A
Project Experience Summary

PROJECT PHOTO	PROJECT TITLE/OWNER	VALUE	PROJECT ELEMENTS									
			California Central Coast Area	Integration with Ongoing Plant Operation	Aeration Tanks/Blowers	USDA Loan/Buy American	Partial Beneficial Occupancy	Multiple Project Stakeholders	Project Labor Agreement	Complex Startup/Commissioning/SCADA	Dewatering	Risk Mitigation
REFERENCE PROJECTS												
	Construction Management and Inspection Services for San Jose-Santa Clara Regional Wastewater Facility, City of San Jose	\$1.4B		●	●	●	●	●	●	●	●	●
	Blower Rehabilitation and Improvements for San Jose-Santa Clara Regional Wastewater Facility, City of San Jose	\$29.5M		●	●	●	●	●	●	●	●	●
	Tertiary Filtration Replacement, City of Santa Barbara	\$8.4M	●	●		●				●		●
	Secondary Process Improvements, City of Santa Barbara	\$22.6M	●	●	●	●	●			●	●	●
	Aerated Sludge Holding Tank Replacement, Carpinteria Sanitary District	\$6M	●	●	●	●				●	●	●
	Vista Canyon Water Factory, City of Santa Clarita	\$10M			●	●	●		●		●	
	Supplemental Water Projects, Nipomo Community Services District	\$17M	●			●		●		●	●	●
	Southland Wastewater Treatment Facility Upgrade, Nipomo Community Services District*	\$11M	●	●	●	●	●	●		●	●	●
	Joshua Road Pump Station Reservoir, Nipomo Community Services District*	\$3M	●			●		●		●	●	●
	Los Osos Wastewater Collection System, County of San Luis Obispo*	\$70M	●			●	●	●		●	●	●
	Owner's Agent/Owner's Engineer Services for Groundwater Reliability Improvement Program, Water Replenishment District of Southern California*	\$110M				●	●	●	●	●	●	●
	Owner's Agent for Wastewater Treatment Plant Rehabilitation Phase 1 Expansion, Carmel Area Wastewater District*	\$14.5M	●	●	●	●	●	●		●	●	●

* Project description not detailed in the following pages.

Construction Management and Inspection Services for San Jose-Santa Clara Regional Wastewater Facility



Client	City of San Jose
Reference	Paul Krukar, Construction Manager 408.635.6652 Paul.Krukar@sanjoseca.gov
Date	2016-current
Construction Cost	\$1.4B

Firm(s) Involved MNS

Relevant Elements

- Integration with ongoing plant operation
- Aeration tanks/blowers
- Partial beneficial occupancy
- Complex startup/commissioning/SCADA
- Risk mitigation
- Time impact analysis/CPM schedule review

As part of the \$8M construction management service order, MNS is providing construction management and inspection services for the City's \$1.4B wastewater treatment plant rehabilitation program. MNS' work assignments included the Digester and Thickener Facilities Upgrade, Advanced Facility Control and Meter Replacement, Blower Rehabilitation and Improvements, and Cogeneration projects.

MNS provides construction management, constructability review, contract administration, and construction inspection. **Proposed team members** involved in this project include Peter Brennan (Principal-in-Charge), Tanveer Rao (Senior Construction Manager), and Ron Kettle (Startup and Commissioning).



Aerated Sludge Holding Tank Replacement



Client	Carpinteria Sanitary District
Reference	Craig Murray, General Manager 805.684.7214 craigm@carpsan.com
Date	2014-2015
Construction Cost	\$6M

Firm(s) Involved MNS

Relevant Elements

- Stone columns/liquefaction concerns
- Cloud-based system
- Central Coast area
- Integration with ongoing plant operation
- Aeration tanks
- Computerized process control systems

This \$6M project replaced two aging aerated sludge holding tanks, which resulted in major improvements to the Carpinteria Sanitary District Wastewater Treatment Facility. Constructed in the 1950s, the existing digester tanks were the last remaining structures from the original treatment plant and reached the end of their service life. These large tanks were replaced with new concrete tanks, designed to meet current seismic standards, and equipped with state-of-the-art aeration equipment and computerized process control systems. The new state-of-the-art aerobic digester tanks enhance treatment of solids and dramatically improve energy efficiency through the use of ultra-efficient pumps and blowers.

To avoid major noise impacts associated with pile driving, 170 stone columns were constructed to provide a solid foundation beneath the new tanks. This unique process used a vibrating head and hollow shaft to extend densified rock columns 55 feet deep into the ground and prevent future seismic liquefaction.

MNS provided construction management and inspection services. **Proposed team members** involved in this project include Peter Brennan (Construction Manager), Gary Bohnisch (Construction Inspector), and Anita Berger (Office Engineer/Labor Compliance).



El Estero Wastewater Treatment Plant Improvements (EEWTP)



Firm(s) Involved

Client	City of Santa Barbara
Reference	Amanda Flesse, PE, Project Engineer 805.564.5467 aflesse@santabarbaraca.gov
Date	2013-current
Construction Cost	\$31M (combined construction cost)

MNS

Relevant Elements

- Central Coast area
- Cloud-based system
- Integration with ongoing plant operation
- Aeration tanks/blowers
- Complex startup/commissioning/SCADA
- Risk mitigation

The City of Santa Barbara (City) is in the midst of a program to upgrade the EEWTP. MNS provides program construction management services for these plant upgrades.

Tertiary Filtration Replacement. This \$8.4M project upgraded the City’s recycled water program to allow for production of up to three million gallons per day (MGD) of Title 22 water for their recycled water customers. The treatment plant’s existing filtration system was replaced with an ultrafiltration (UF) facility. Project work included demolishing an existing gravity sand filter; installing driven concrete piles; constructing a new UF facility (consisting of a universal skid design that enables future changes of the membrane modules to a different membrane manufacturer if desired), new filter feed pumps, and new reclaimed water transfer pumps; replacing chemical feed pumps; and modifying the chlorine contact basin, reclaimed water storage reservoir, yard piping, associated electrical and instrumentation, and other appurtenant work.

Due to the historic drought, schedule and timely completion were imperative. MNS worked proactively to overcome design challenges and unforeseen conditions to mitigate several issues with the potential to delay project completion. MNS’ construction management services for this project included project management, resident engineering, and construction inspection. MNS also delivered the site civil improvements design.

Secondary Process Improvements. This \$22.6M project converts the existing conventional activated sludge process to biological denitrification. These improvements will result in increased quality secondary effluent feed to the new UF facility. Project work includes the following:

- Modify the aeration basin, including new inlet and outlet gates, baffle walls, aeration diffusers, mixers, and aeration piping as well as structural modifications
- Replace return-activated sludge pumps and piping and replace two aeration process air blowers
- Add new concrete flume structure to distribute mixed liquor flow to the secondary clarifiers
- Modify the secondary clarifier, including replacing and modifying sludge collector mechanisms
- Add new mixed liquor pumps and associated piping
- Add new chemical facilities (ammonium sulfate, ferric chloride, and polymer) including tanks, pumps, and injection diffusers
- Add secondary effluent recycle facility, diversion box, and gate
- Modify associated 480V power upgrades

MNS provides construction management services including, constructability review, project management, resident engineering, and construction inspection. **Proposed team members** involved in this project include Peter Brennan (Construction Manager), Kurt Greeb (Resident Engineer), Gary Bohnisch (Construction Inspector), Ron Kettle (Startup and Commissioning), and Anita Berger (Office Engineer).

Supplemental Water Projects



Client	Nipomo Community Services District
Reference	Peter Sevcik, Director of Engineering and Operations 805.929.1133 psevcik@ncsd.ca.gov
Date	2014-2016
Construction Cost	\$16M

Firm(s) Involved	MNS
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Relevant Elements

- Central Coast area
- Cloud-based system
- Integration with ongoing plant operation
- Reinforced concrete structure found on a driven pile foundation
- New booster pump station
- Electrical system with a portable backup generator
- Water chloramination system
- Risk mitigation
- Multiple project stakeholders

This project involved three separate construction contracts:

- Horizontal directional drilling (HDD) consisted of 2,600 feet of 30-inch high-density polyethylene (HDPE) pipe under the Santa Maria River tying into a 24-inch ductile iron pipe (DIP). The HDPE pipe was installed by HDD up to 100 feet under the riverbed, which daylighted on the bluff 120 feet above the riverbed where it connected to the newly constructed pump station.
- Blosser Road water line consisted of placing 5,000 feet of 18-inch pipeline within a highly traveled street. Over 270 feet of 36-inch jack and bore pipe was placed under the Santa Maria levee, which then tied into the HDPE pipe within the river.
- The new pump station consisted of a booster pump station; an electrical system with a portable backup generator; a water chloramination system and appurtenances; approximately 1,720 linear feet of all-weather access road to the pump station site; 1,750 linear feet of 24-inch DIP; and pressure reducing station. The reinforced concrete structure was founded on a driven pile foundation.

During the HDD operation, the operator ran into differing soil conditions such as stiff clays and sugar sand. In one instance the soil caused the drill head to break while in another instance the soil did provide adequate resistance for the drill to advance. MNS worked with the operator to stabilize the soil conditions with soil grouting, and then the operation proceeded successfully.

The project was constructed within a highly sensitive environmental habitat, which required extensive surveying, monitoring, and coordination with permitting agencies as well and the surrounding farmland owners.

APWA Project of the Year, Central Coast Chapter, Winner. National ASCE Project of the Year, Winner.

MNS provided construction management, constructability review, contract administration, construction inspection, and land surveying services. **Proposed team members** involved in this project include Anita Berger (Office Engineer).

Vista Canyon Water Factory	
	Client City of Santa Clarita
	Reference Maged Hennawy, PE, City Engineer 661.255.4962 mhennawy@santa-clarita.com
	Date 2017-2018
	Construction Cost \$10M
Firm(s) Involved	MNS

Relevant Elements

- Restricted footprint for new construction
- Integration with ongoing plant operation
- Aeration tanks
- Multiple project stakeholders
- Complex startup/commissioning/SCADA
- Risk mitigation

The Vista Canyon Project is developing an approximately 185-acre Vista Canyon area to provide 1,100 residential units with a residential population estimated at 3,500, and up to 950,000 square-foot of commercial and medical offices, retail stores, a theater, restaurants, and hotel. Approximately 932,000 gallons per day (GPD) of wastewater will be generated from this project once it is fully developed. The Vista Canyon Project is located in Santa Clarita south of State Route 14, west of La Veda Avenue, north of the Metrolink rail line, and east of the Colony Townhome community.

As a condition of the development, the Vista Canyon Water Factory Project (Water Factory Project) constructed the Vista Canyon Water Factory—a tertiary wastewater treatment and recycling plant to treat wastewater generated from the Vista Canyon Project in accordance with the requirements of California Code of Regulation, Title 22. This treated wastewater can be recycled for on-site and off-site landscape irrigation and other non-potable applications. During rainy weather, effluent will be conveyed to downstream facilities of the Santa Clarita Valley Sanitation District (SCVSD) facilities. The Water Factory has a design capacity of 392,000 gallons per day (GPD), which generates 371,000 GPD of effluent to be recycled. The wastewater treatment process consists of influent pumping, screening, flow equalization, extended aeration activated sludge, disc filtration, and ultraviolet (UV) disinfection.

The Vista Canyon Water Factory treats wastewater generated by both the project and a portion of the existing flows from a City of Santa Clarita sewer line crossing the project site. All solids from the Vista Canyon Water Factory are sent to the Santa Clarita Valley Sanitation District’s existing Valencia Water Recycling Facility for processing and disposal. Recycled water from the Vista Canyon Water Factory can be delivered to Santa Clarita Valley Water as the wholesale water agency for the Santa Clarita Valley to offset existing water demands.

The facility building’s footprint is less than an acre and consists of two separate levels of subterranean construction with the finish floor elevation extending approximately 10 to 19 feet below the surrounding finish grades. The design of the building matches the character of the community while providing protection for the treatment elements. Noise is minimized by the building enclosures and careful selection of equipment.

MNS provided comprehensive inspection services, resident engineering, and startup and commissioning oversight for the Water Factory through the construction phase. **Proposed team members** involved in this project include Peter Brennan (Principal-in-Charge/Project Manager), Gary Bohnisch (Construction Inspector), Ron Kettle (Startup and Commissioning), and Ed Macias Jr. (Electrical Inspection and Controls).

3 SECTION

Project Understanding



Section 3. Project Understanding



Project Overview

The South San Luis Obispo County Sanitation District owns and operates a wastewater treatment plant (WWTP) that processes wastewater from nine miles of sewer lines from the City of Arroyo Grande, City of Grover Beach, and Oceano Community Services District. The WWTP has a peak dry weather flow of 5 MGD capacity, with current flows ranging from 2 to 3 MGD, and continues to comply with the requirements of its National Pollutant Discharge Elimination System (NPDES) Permit No. R3-2019-0002 issued by the RWQCB.

The RWQCB has had ongoing discussions with the District since 2005 regarding the need for a redundant Biological Nutrient Removal (BNR) train in case of a failure with a key component of the current process train. The existing treatment plant cannot meet effluent limits at the permitted design flow if the fixed film reactors (FFR) or the secondary clarifier is out of service. There is no redundant unit for either 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 existing plant uses mechanical screens, primary clarifiers, FFR, one secondary clarifier, and chlorination to provide secondary treatment with disinfection to treat wastewater

Kennedy/Jenks Consultants—retained by the District as the Engineering Consultant—completed the 100% design and bidding documents. Generally, the project will be completed within the existing plant site on previously-disturbed property. No additional property or off-site work will be required. The District has the project funding in place with approximately \$8M

in District cash reserves and the remaining \$13M to be funded by a United States Department of Agriculture (USDA) low-interest loan and sale of municipal bonds. The USDA loan and municipal bonds will be sold after the construction bids are received—currently expected in October/November of 2019.

Major components of the construction will include the following:

- Two activated sludge (AS) aeration basins
- One new secondary clarifier
- FFR effluent and primary effluent pump station
- Waste activated sludge (WAS) thickener with modifications to existing dewatering platform
- Blower, electrical, and motor control center (MCC) building
- Yard piping
- Site improvements
- Instrumentation and controls
- Electrical systems
- Floodproofing critical plant systems
- Rehabilitation of existing secondary clarifier
- New generator to provide backup power for new facilities

Cost is a major concern for project stakeholders. Kennedy/Jenks Consultants provided the following estimates:

- The Opinion of Probable Cost, based on 100% design plans, estimated at \$21.3M, including a 10% contingency.
- An overall project duration of 900 calendar days, which includes completion of new construction along with a duration of 24 months to complete the existing secondary clarifier rehabilitation.



Key Performance Indicators (KPI)

The MNS team gained a detailed understanding of the project issues by reviewing the project goals, visiting the project site, and meeting with District staff. The project objectives can be summarized into four distinct KPIs that will be monitored to gauge the level of success by the project execution team throughout the project:

1	The District identified the following project KPI:
1	Maintain the project budget
2	Ensure zero NPDES permit violations
3	Manage all project issues and keep the District informed
4	Provide effective startup and SCADA implementation

We understand the District is embarking on a major capital improvement project roughly six times its annual budget and requires a highly experienced team to provide the support needed to deliver a successful project meeting all the project KPIs. Our team has the required expertise (detailed in Section 1) and extensive similar experience (detailed in Section 2) to meet the District's project goals and KPIs.

Maintain Project Budget

We recommend mitigating the following potential risks to maintain the construction budget:

- Schedule a kick-off meeting with the District and Design Engineer to establish a solid understanding of the project history, design considerations, or special operational needs or limitations that may affect the construction.
- Change orders have the potential to delay the project and increase cost. Within the first 45 days of the Notice to Proceed (NTP), MNS along with the District will define the project organization chart and levels of authority to implement any scope changes. MNS will maintain a Change Order Control log and review it with the District every week.
- Ensure the contractor provides a comprehensive and accurate schedule and schedule of values. The schedule will be a valuable tool in looking ahead at upcoming work items to ensure proper submittals and coordination is provided to mitigate any potential delays or cost impacts.

Ensure Zero NPDES Permit Violations

We recommend mitigating the following potential risks to prevent NPDES permit violations:

- Construction dewatered volume higher than 500,000 gallons per day (GPD) may lead to permit violations. **MNS Mitigation Plan:** The plans and specifications indicate it is not necessary

to dewater more than 500,000 GPD; however, contingencies should be established if additional dewatering is required.

- Unforeseen site conditions and inadequate or improper as-builts could lead to unanticipated impacts to plant operations. **MNS Mitigation Plan:** MNS will lead a pre-task planning effort with the contractor and plant operations staff to determine the adequacy and accuracy of current as-built documents. When required, ground penetrating radar (GPR) or other means will be used to ascertain below surface conditions.
- The switch-over to the new process train to rehabilitate the existing secondary clarifier may result in NPDES permit violations. **MNS Mitigation Plan:** Under the leadership of Ron Kettle, the renovation of the old processes will not start until the new processes are commissioned and operationally stable.

Manage Project Issues and Keep the District Informed

Project issues must be identified early and addressed promptly.

MNS Mitigation Plan: MNS utilizes a comprehensive web-based portal to share key information with all project stakeholders and a Project Management Plan (PMP) to detail potential risks and provide mitigation strategies. As part of the PMP, our team has a thorough communication plan, as detailed in Section 4. Our PMP ensures MNS always controls and administers this project as an advocate for the District.

Our team's experience in completing similar work as contractors, Owners' agents, and Plant Operations Supervisors provides us with a unique perspective to proactively identify project risks and mitigate those risks before they negatively impact the project performance goals. This real-world experience ensures the PMP takes advantage of the wealth of experience from our construction management team.

Provide Effective Startup and SCADA Implementation

The upgrade requirements for the current instrumentation and controls technology along with the SCADA system for the treatment plant must be determined to avoid project delays. A comprehensive startup and SCADA implementation plan is needed to prevent schedule delays. Based on our experience, unplanned startup phases often delay the project and lead to claims and change orders. **MNS Mitigation Plan:** Under the leadership of Ron Kettle, an extensive startup and commissioning plan will be developed within two weeks of the NTP. STARTING WITH THE END IN MIND philosophy will focus our team on the successful integration of the new plant processes.



TEAM ADVANTAGE



Ron Kettle's 40+ years of experience managing and operating wastewater treatment facilities will benefit the District. As a licensed California Grade V WWTP Operator, Ron brings both a detailed technical understanding and a common-sense approach to MOPO during construction and plant commissioning, startup, and training.

Key Construction Considerations

Wastewater Flow and Treatment Management Plan

The District has limited storage available in the collection system and no storage available at the treatment plant. Additionally, flows arriving at the treatment plant are outside of the District's control. The contractor will be required to develop a Wastewater Flow and Treatment Management Plan (WFTMP) for the project stakeholders to detail how the contractor will maintain flow and treatment during construction. MNS will work with the District to review the WFTMP, especially these key items:

- Connections into and demolition of primary influent pipelines, fixed film reactor effluent pipelines, and secondary clarifier effluent pipelines.
- The existing Secondary Clarifier No. 1 cannot be removed from service until the other work has been completed. Several buried chemical lines and electrical conduits will require close coordination or relocation to prevent interruptions to the plant operations.
- The contractor is required to provide a Wastewater Discharge Emergency Response Plan (WDERP) to detail the corrective actions for any accidental wastewater discharge, spill, or overflow to the environment. MNS, along with the District and the Design Engineer, will review this plan in depth to ensure it is practical and acceptable to all project stakeholders.

Monitor Settlement and Protect Existing Structures

The groundwater table is three to five feet below the treatment plant surface area. Any dewatering or construction activity can potentially lead to settlement of the existing structures. The contractor is required to develop and provide a comprehensive settlement monitoring plan for the duration of the project. To maintain plant operations, it will be especially important to monitor any excessive settlements for the following critical structures and/or pipelines:

- Pismo Beach outfall pipeline
- Primary Clarifier No. 1 and Primary Clarifier No. 2
- Primary clarifier splitter box

- Standby power building
- Maintenance building
- Stormwater pump station
- Fixed film reactor
- Secondary Clarifier No. 1 and nearby chemical systems

Dewatering

The high groundwater table at the treatment plant will require the contractor to develop a comprehensive dewatering plan so construction is executed in the dry. MNS will monitor the implementation of the Dewatering Plan, which will include a comprehensive set of monitoring wells. This will require coordinating the dewatering with excavation and shoring. MNS will also ensure the Dewatering Design Engineer and Dewatering contractor meet the requirements of these specifications.

Vibro-Replacement Stone Columns

The existing grounds have a high potential for liquefaction due to the high groundwater table and soil conditions. Implementation of the vibro-replacement stone columns as required by the specifications is intended to provide static bearing capacity for structures and mitigate the effects of liquefaction. MNS will ensure the contractor utilizes a qualified Project Manager and On-Site Superintendent, each with a minimum of five years of experience in vibro-replacement work, to meet the requirements stated in the specifications.

Facility Startup and Commissioning

The specifications require two distinct phases as follows:

- **Phase 1:** All work except for existing Secondary Clarifier No. 1 (14-day startup period, 45-day commissioning period)
- **Phase 2:** Work on the existing Secondary Clarifier No. 1 (seven-day startup period, 7-day commissioning period)

MNS will ensure the contractor adheres to the Phase 1 and 2 guidelines. MNS will monitor the contractor's progress compared to the milestones of the contract. The Operation & Maintenance



manuals, as-built records, training, and closeout documentation will be addressed for both phases respectively.

District Advocate

MNS recognizes the most important and valuable service our team will provide is to act as the District's advocate and effectively manage risks to achieve the District's KPIs. Our value to the District is measured strictly by how well our team identifies and mitigates risks to avoid negative project impacts.

The most important element of our CM philosophy is RISK MANAGEMENT. At MNS, our team has the experience to SEE INTO THE FUTURE to identify potential risks to achieving the project KPIs. Along with the District and the Design Engineer of Record, we develop risk mitigation strategies to identify threats to achieving the project KPIs early in the process, which reduces the potential negative overall project impacts.

TABLE 3.A. RISK MANAGEMENT LOG

Based on our comprehensive review of the District's documents, we identified the following potential risks.



ID	Current Status	Risk Impact	Occurrence Probability	Risk Description	Project Impact	Risk Area	Risk Response	Response Strategy
1	Open	High	75%	Bids come in higher than projected.	Could delay NTP for construction or require rebids after adjusting scope.	Initial costs and schedule.	Mitigate	Develop a plan to identify areas of risks or unknowns that require carrying costs for those items. Based on our experience, these type of costs carried by the contractor for risks of the unknown can be mitigated.
2	Open	High	50%	Extensive change orders/claims over budget.	Project budget exceeded.	Project budget and schedule.	Mitigate	Closely monitor the work and proactively manage the change order process.
3	Open	High	>25%	Unintended consequences of construction interrupts plant operations.	Project may be placed on hold until permit violations are addressed.	Budget, schedule, and NPDES permit violations.	Mitigate	Mitigation strategy to include early identification of potential public issues teamed with a robust public outreach program.
4	Open	High	50%	Construction dewatered volume higher than 500,000 gallons per day.	May lead to NPDES permit violations.	Budget and NPDES permit violations.	Contingency	Design indicates it is not necessary to dewater more than 500,000 gallons per day; however, contingencies should be established if additional dewatering is required.



TABLE 3.A. RISK MANAGEMENT LOG (PAGE 2)



ID	Current Status	Risk Impact	Occurrence Probability	Risk Description	Project Impact	Risk Area	Risk Response	Response Strategy
5	Open	High	>50%	Unforeseen site conditions and inadequate or improper as-builts could lead to unanticipated impacts to plant operations.	Schedule, budget, and plant operations.	Schedule, budget, and NPDES permit.	Mitigate	Our CM team will lead a pre-task planning effort with the contractor and plant operations staff to determine the adequacy and accuracy of current as-built documents. When required, ground penetrating radar (GPR) or other means will be used to ascertain below surface conditions.
6	Open	High	High	Introduction of new treatment process train to existing plant with SCADA integration.	Budget, schedule, and plant operations.	Schedule and budget.	Mitigate	Under the leadership of Ron Kettle, an extensive startup and commissioning plan will be developed within two weeks of the NTP. STARTING WITH THE END IN MIND philosophy will focus our team on the successful integration of the new plant processes.
7	Open	High	High	Plant switch-over to new process train to rehabilitate existing secondary clarifier.	Potential NPDES permit violations from new train operations and rehabilitation of the existing secondary clarifier.	Budget, schedule, and permit.	Mitigate	Under the leadership of Ron Kettle, the renovation of the old processes will not start until the new processes are commissioned and operationally stable.
8	Open	High	Low	High groundwater table throughout the plant.	May impact construction with change orders and schedule delays.	Budget and schedule.	Mitigate	Higher than anticipated groundwater will require additional dewatering effort (larger pipes/pumps, more wells, larger discharge volume, etc). Some consideration must be given to sharing in this possible risk, such as a unit price type pay structure if the dewatering volume exceed 500,000 gallons per day.

Our team identified a few key considerations during construction as displayed on Figure 3.A. on the following page.



Figure 3.A. Key Project Elements and Considerations



4 SECTION

Proposed Project Approach and Scope of Work



4

Section 4. Proposed Project Approach and Scope of Work



Project Approach

As the District's advocate, MNS will work skillfully and diligently with both the contractor and Design Engineer to ensure the District's best interest in any decision-making process. The District's project goals are our goals. MNS has direct construction management experience with complex plant additions and modification similar to the District's WWTP Redundancy Project.



A key aspect of this project is the careful coordination of new construction work with existing plant operations.

Our CM team is comprised of staff with expert-level skill in:

- Construction Management**
- Electrical/Instrumentation Inspection**
- Controls Inspections**
- Plant Operations**



Our veteran team has the knowledge and experience to execute this plant expansion contract seamlessly with ongoing plant operations. We will implement the same successful processes we have used on previous similar projects to meet the District's schedule and budget requirements.

Construction Administration Procedures and Risk Management



Our **Project Management Plan (PMP)** provides the foundation of our work plan. The cornerstone of the PMP will be a detailed assessment of risks potentially impacting the District's project goals. Refer to Section 3 for risk assessments and mitigation plans specifically for the District's WWTP Redundancy Project.

MNS TEAM ADVANTAGE. Similar Project Success

Our experience managing construction of very similar aeration basins and clarifiers include the 90-day turnaround of the critical B-side nitrification basin complex for the City of San Jose Regional Wastewater Facility to the erection of a new clarifier mechanism at the primary and secondary clarifiers at the El Estero Wastewater Treatment Plant in Santa Barbara.

Additionally, Peter Brennan, PE, CCM, Kurt Greeb, PE, Gary Bohnisch, Ed Macias, and Ron Kettle all worked together previously on multiple successful similar projects either for or under the LACSD jurisdiction.

Our team's experience in completing similar work as contractors, Owners' agents, and Plant Operations Supervisors provides us with a unique perspective to proactively identify project risks and mitigate those risks before they negatively impact the project performance goals. This real-world experience ensures the PMP takes advantage of the wealth of experience from our construction management team.



Management Approach

MNS provides proven professional construction management techniques to ensure the safe construction of a quality project completed on time and within budget. MNS accomplishes this by establishing the systems, policies, and procedures necessary to ensure adequate project controls are in place. The Project Manager (PM) must ensure all parties understand the basic responsibilities and interrelationships of all team members such as the Owner (both project management and operations), the Design Engineer, the contractor, the construction management team, and the subconsultants. Additionally, a good PM must have the knowledge and experience to effectively understand the interrelationships between the key management components of **time, information, cost, and quality.**



Time Management

Time management uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The MNS approach makes scheduling a key focus of the project. A properly developed, implemented, and maintained schedule is a critical management tool. MNS will review the contractor's baseline schedule to ensure it is accurate and reasonable. Activity durations and logic ties will be examined for accuracy and constructability.

The MNS team has extensive experience in dealing with changes from unforeseen conditions, Owner-initiated changes, and other types of delays. The contractor will be required to submit a time impact analysis for any issue with the potential to delay the overall progress of the work. MNS will seek ways to mitigate the delay as the first course of action. MNS will strive to foster an ongoing positive working relationship between the team members to facilitate creative solutions to time management concerns.



Information Management

Proper information flow is crucial to the success of a project. A construction project generates a large amount of information, which must be disseminated to all parties promptly. The source of this information will cover the full spectrum including contracts, meeting minutes, drawings and specifications, submittals, requests for information (RFIs), pay requests, invoices, inspection reports, and so forth.

MNS, as CM, will act as the hub for the management of all information flow. Information management includes document control. Documents include letters, memoranda, submittals, forms, meeting minutes, drawings, and any other data transmitted electronically or by mail. MNS has extensive experience providing web-based document management solutions for its clients.

MNS' approach to information management also includes building a communication framework to continually foster partnering and teamwork relationships for all of the project stakeholders. The key component here is holding regular project progress meetings; MNS builds this framework from the start of the project with an all-inclusive kick-off meeting where the lines of communication and project responsibilities will be clearly explained to all of the project stakeholders.



Cost Management

MNS will take the lead to ensure a cost management system is properly implemented and maintained. MNS' cost management role will be twofold: 1) MNS will track the value of the completed work to ensure accurate and detailed monthly progress billing by the contractor, and 2) MNS will proactively manage the change order process.

The monthly progress billing will be tied to the construction schedule. A cost loaded critical path method (CPM) schedule is a valuable management tool. Each month the Construction Inspector will review and approve the updated cost loaded CPM. Work activities and material deliveries will be assigned the correct completion percentage by the contractor. This will be reviewed by the Construction Inspector and discrepancies will be addressed. If necessary, the contractor will revise and resubmit the schedule of values. This process ensures the Owner is accurately billed for the completed work each month.



Quality Management

Quality management is an inherent CM responsibility. MNS is knowledgeable and capable in all aspects of quality management. Quality control is the continuous review, certification, inspection, and testing of project components including persons, systems, materials, documents, techniques, and workmanship to determine whether or not such components conform to the plans, specifications applicable standards, and project requirements.

Quality assurance is the application of systematic methods to verify the effective implementation of quality control procedures. MNS will manage the quality of the project by taking the quality assurance lead role and implementing the MNS Quality Assurance Program (QAP), which allocates quality control responsibilities to the various project participants to ensure the constructed product conforms to the contract plans and specifications. This includes a detailed inspection plan, inspection procedures, and documentation procedures for all inspection and test reports. MNS will review the contractor's quality control procedures to ensure adequacy. Quality control issues will be discussed at each weekly meeting. The deficiencies/corrective items list will be maintained, reviewed, and updated weekly.



MNS also regularly performs internal audits of its field operations to ensure the proper implementation of procedures for MNS' QAP. These internal audits focus on inspection procedures, inspection documentation, data quality, the document control system, CPM schedule analysis, quality assurance documentation, and the safety program.

Work Plan to Meet Scope Requirements

MNS has reviewed and understands the District's construction management requirements for this important project.

Our management plan ensures MNS always controls and administers this project as an advocate for the District.

Our CM team's relevant experience allows them to provide overall administration of the construction process based on their unique ability to fully understand the construction process, work proactively to identify problems early, and mitigate each risk before it affects the project performance goals. MNS proactively serves as the project's administrator and provides consistent coordination between all project stakeholders including the District, plant operations staff, Design Engineer, and selected construction contractor and subcontractors.

MNS has thoroughly reviewed the CM RFQ; we confirm our team will provide all scope of work tasks as outlined in the RFQ Section II Description of Work, Item C Scope of Work—Task Group 1, Pre-Construction Phase; Task Group 2, Construction Phase; and Task Group 3, Post-Construction Phase. The following work plan details MNS' construction management approach to achieve the District's Key Performance Indicators (KPIs).

TASK 1 Pre-Construction Phase



TASK 1.1 Kick-off Meeting

As the first order of work, MNS will schedule a kick-off meeting with the District to establish a line of communication as well as the protocol and procedures to be used throughout the project. The Project Manager and Design Engineer will be invited to

discuss the intent of the plans as well as any coordination, operational, permit, or funding concerns.

TASK 1.2 Risk Matrix

MNS considers proactive risk identification and mitigation strategies throughout the life of the project as one of the most important functions of an effective construction management team. Our experience in the construction of these facilities provides us with an understanding of the project construction and the methods to ensure the project milestones are consistently maintained and achieved. We have already developed a preliminary risk matrix based on our similar project experience and review of the available documents. We will further develop a more comprehensive risk matrix to identify potential project risks and provide recommendations on mitigating these risks.

TASK 1.3 Pre-Bid Meetings/Site Walk

MNS will attend a pre-bid meeting and assist the District with any construction questions. MNS reviewed the 100% Plans and Specifications and identified key issues—including a list of the major risks and a detailed mitigation plan—for the project. Additionally, MNS key staff toured the facility to gain familiarity with the project issues during the construction management solicitation period.

TASK 1.4 Cloud-Based Document Control



Prior to the commencement of construction, MNS will establish a cloud-based construction collaboration and filing system that saves time and reduces risk. MNS will utilize a proven system such as EADOC or Procore to integrate information from the Design Engineer, CM, and Owner's teams. By automating workflow related to document approval and establishing general cloud-based communication, MNS ensures a consistent and reliable avenue of communication for all project stakeholders.

Our proposed office administrator will be responsible for setting up the document control system and training all staff involved with this system including District staff, the Design Engineer, contractors, and subcontractors.



TASK 1.5 Pre-Construction Conference

A pre-construction conference will be scheduled once the Notice of Award is mailed to the contractor. All appropriate parties will be invited including the selected contractor, District staff, Design Engineer, and any other involved entities at the District's discretion. At the pre-construction meeting, we will discuss special contract requirements/concerns and establish the protocol to be used throughout the project. MNS will distribute meeting minutes to all parties in attendance. The meeting will highlight the contractor's responsibility for items such as:

- Order of work
- Permit and environmental agreements
- Safety and access
- Progress pay requests
- Labor compliance
- Submittals, RFIs, and Contract Change Orders (CCOs)
- Quality control and materials certification
- Schedule updates and weekly meeting
- Coordination with plant staff and operations

TASK 1.6 Communication Matrix and Protocol

During the pre-construction meeting, we will establish a "who needs to know what and when do they need to know it" communication matrix and protocol. Our cloud-based document control system ensures the document distribution process clearly reflects this communication matrix, defining those items requiring action and providing a resource to store and search for information. This system prioritizes items requiring immediate attention while reducing the burden of excessive emails. The system pre-populates a checklist of predefined recipients based on the type of document forwarded, as determined by the communication matrix, to ensure no one is left out of the loop.

TASK 1.7 Project Management Plan (PMP)

MNS will develop a PMP that defines the project team's administrative responsibilities and assignments including the frequency of task items such as testing and inspection, RFIs, and submittal response times; emergency contacts and action plans; and shutdowns and operational protocol. The PMP will provide each participant—District staff, contractor, subcontractors, and Design Engineer—with detailed information about the project construction administration and document control process.

TASK 2 Construction Phase



TASK 2.1 Construction Administration

As Project Manager, Tanveer Rao, PE, will serve as the District's Representative in charge of project communication and coordination with the CM team, District staff, Design Engineer, and contractor throughout the construction phase.

The day-to-day management and administration will be provided by the On-Site Resident Engineer, Kurt Greeb, PE, with the Office Engineer responsible for project document control. MNS will implement the cloud-based project administration/document control system outlined in Task 1.4 and per the PMP.

TASK 2.2 Meetings/Minutes

MNS will provide coordination services along with meeting minutes for all meetings held during the project. Using our web-based document control system, meeting minutes will be distributed as indicated in the communication matrix protocols no later than the end of the following business day. MNS recommends additional special meetings in addition to the meetings scheduled for weekly and progress discussion and those detailed in the construction specifications. The minutes along with any comments then become part of the official project record.

MNS SPECIAL MEETINGS

MNS strongly encourages our recommended additional special meetings. MNS recognizes some of these additional meetings may be similar to those detailed in the construction specifications. However, while similar in context, these special meetings are detailed herein to highlight their importance for a successful project outcome and the peaceful coexistence of all project stakeholders for the duration of the project.





Fostering clear and concise communication for project expectations, requirements, and processes will mitigate delays, change orders, and claims.

Early Morning Coordination. MNS has learned the three-week-look-ahead schedule process is notoriously incorrect and often does not accurately reflect the work to be accomplished on a given day. In an operating plant, this is dangerous and can lead to unintended consequences for plant operations. To combat this, **MNS requires a short (15-30 minutes) coordination meeting at the start of each workday with the contractor and on-site subcontractors.**

The purpose of the meeting is to review the planned work activities for the day and ensure work activities will not impact ongoing plant operations. The following section provides more detailed information about the planning process for plant shutdowns. The plant operations representative is strongly encouraged to attend these planning meetings. Strict adherence to this protocol greatly reduces the chance of unintended plant issues and eliminates the "I didn't know" problem.

Maintenance of Plant Operations (MOPO). During this meeting (or series of meetings), any anticipated interruptions to plant operations will be planned with the plant operations management, contractor, subcontractors, Design Engineers, and any other project stakeholders who have a vested interest.

Commissioning and Startup. STARTING WITH THE END IN MIND. MNS organizes these meetings to involve all project stakeholders in the planning, commissioning, training, and hand over of plant processes. Generally, these meetings commence within 60 days of the project notice to proceed and continue monthly, to bi-weekly, to weekly, to daily as the work nears completion and startup and commissioning become the project critical path. This series of meetings ensures a smooth startup and commissioning process without any unexpected surprises. The electrical/instrumentation and controls coordination will also be handled during these meetings.

TASK 2.3 Progress Reporting

MNS will prepare and submit a monthly progress report to the District that outlines project progress and includes the following:

- Summary of the work from the prior month and current construction activities.
- Overall contractor's conformance to contract schedule and quality requirements.
- Identification of key problems, action items, and issues—along with recommendations for solutions.

- Summary of progress payments, change orders, disputes, submittals, RFIs, and notices of noncompliance.
- Photographs of representative project activities.
- Key performance indicators of the construction progress.

TASK 2.4 Photographs/Videos

MNS will take pre-construction photos and videos of the plant before the contractor mobilizes. The records and photographs documenting the conditions of the plant and site before starting construction will also be part of the cloud-based project files. Photographs of construction work will be taken continuously throughout the project. Each photograph will have a caption description and be time and date stamped. In addition to documenting progress, photos, and videos—we will document RFI issues and other such items. Photographs are one of the most important elements of a contemporaneous record of the project. These photos/videos will be maintained in the document control system to become part of the project official record.

TASK 2.5 Submittals



Generally, the process of submitting, reviewing, and approving submittals is the most document control intensive portion of the project. Project delays often occur from inefficient document control administration. Our cloud-based document control system will process and document review of the submittals in as few as three clicks; distribute the document as determined in the established communication matrix; and send an email to-do list and reminders of overdue action items each week, if desired, to the action-item holder. This keeps everyone focused on key items requiring attention to keep the project moving forward.

We will review all submittals for general compliance with the contract documents in an attempt to minimize the very difficult and often project-delaying need for resubmittal.

TASK 2.6 Requests for Information/Clarification

The processing and administration of a Request for Information/Clarification (RFI/C) will be similar to the submittal process described previously. However, MNS recognizes that many times—especially in a design-bid-build procurement—the



contractor and subconsultants often use the RFI/C as a weapon to delay the project or position for change orders.

MNS maintains consistent collaboration with the contractor teams to provide a proactive review of field or design issues in an attempt to reduce the need for RFIs. In situations requiring input from the Design Engineer, such as in an unknown field condition, MNS will communicate directly with the Design Engineer to determine if verbal direction may be given, which will then be documented with written records. In those cases, where a written RFI must be provided, MNS will, when possible, walk the RFI through the review and response process to provide the contractor direction as quickly as possible.

TASK 2.7 Change Order Administration

Unless requested by the Owner, change orders often become the most contentious element of a project and jeopardizes achieving the project goals and objectives. MNS works proactively to eliminate or reduce project impacts from change orders.

Based upon a thorough understanding of the design and our team’s experience with constructing similar facilities, MNS will work proactively with the contractor, Design Engineer, and District to minimize impacts to the project. MNS will provide first-line management of change order administration including entitlement; project mitigation such as possible alternatives and negotiation as the District’s advocate; verification of cost (estimating); schedule impact analysis and verification; recommendations to the project Owner on acceptance and impact mitigation; and administration of potential change orders, issue files, and change orders with our cloud-based document control system.

TASK 2.8 Scheduling

The MNS management team is highly experienced in scheduling. We will use scheduling effectively to mitigate project impacts due to an interruption of the contractor’s anticipated work progress. Whether due to a change order or some other unforeseen event, careful management of the schedule process reduces overall project impacts.

Our team members understand this process and will provide their decades of expertise in schedule management and delay analysis as an advocate for the District. MNS’ experience along the Central Coast and Northern California on projects of this size indicate many bidding contractors will not have sophisticated tools such as P6 or the in-house expertise to properly schedule a complex project. As a component for project success, MNS will work closely with the contractor to ensure a suitable baseline schedule is developed and approved.

MNS will conduct monthly schedule progress reviews to provide the District with project feedback and a risk log detailing potential risks to the project timeline.

MNS will analyze any purported schedule impacts and proactively work to mitigate such challenges. MNS will advocate for the District as their schedule and delay expert during this process. Based on the CM RFQ and the associated addenda, the MNS team developed a basic Master Schedule for the project as displayed in Appendix A. This detailed schedule will be used as a live tool each week to manage the overall project schedule.

TASK 2.9 Quality Assurance and Special Inspections

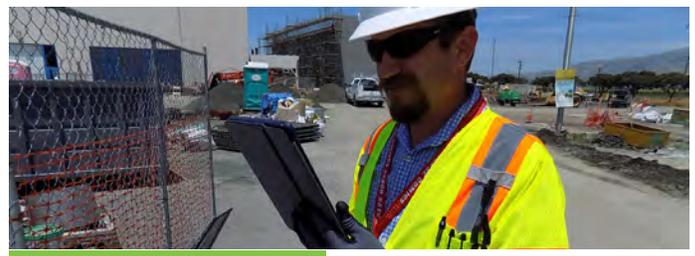
Our QAP begins with a thorough understanding of the project, requirements of the contract documents, and customary methods of construction.

Evolving with Technology

Our construction inspection process continues to evolve with the most current technology available in the marketplace.

The MNS inspection team will use iPads or tablets that integrate directly with our document control system to provide comprehensive inspection services for the project. This combination of cloud-based technologies provides our inspection team with finger-tip reach of the project plans and specifications. By using their iPads or tablets, there is no need to carry printed drawings and specifications to the field.

Using this technology to its fullest allows the inspectors to communicate quickly and efficiently with the Design Engineers to identify issues and receive responses within minutes rather than days. Pictures to accompany RFI issues are uploaded instantly. RFIs are transmitted to the Design Engineers immediately.



The MNS inspection team is currently using this technology for projects at the San Jose-Santa Clara Regional Wastewater Facility, City of San Jose.

Our QAP entails a process based on rigorous attention to detail and clear communication of expectations to the contractor. This process begins with inspection and test planning.





Inspection and Test Planning (ITP) Process. These meetings will be held with the contractor, subcontractors, project special inspection team, and even the Design Engineer when necessary. The meeting ensures the contractors and subcontractors understand the inspection requirements of the contract document and any additional project stakeholders. Each specification section is reviewed and "hold for" inspection points are developed and documented in the project records. Inspection and testing formats will be developed along with notification of inspection needs protocols.

MNS Inspectors will provide daily inspection and coordination for the project. Materials testing and special inspections will be provided by Earth Systems. The combination of these two special inspection teams allows MNS to provide a combination of resources and inter-relationships with the District that best serves all of the District's needs.

TASK 2.10 Materials Testing Services



The anticipated presence of groundwater and the need for dewatering during construction moves the foundation and soils portion of the work onto the project risk log.

MNS will work with Earth Systems to provide the District with special attention to this critical element. This effort will be coordinated with the District's specialty Geotechnical consultant, Yeh & Associates, Inc., who will be contracted as a subconsultant to the Design Engineer, Kennedy/Jenks Consultants.

Earth Systems is very familiar with the project and has also provided materials testing, geotechnical, and special inspection services for several previous projects for the District.

As described earlier, this process will provide the contractor's team with the exact testing and inspection requirements for each element of the work. This process mitigates delays resulting from insufficient planning as the contractor's team can organize their work to ensure the proper special inspectors are on the site to complete timely point inspections.

TASK 2.11 Progress Pay Applications

As part of our initial pre-construction activities, MNS will work with the contractor to develop a reasonable schedule of values that accurately represents the cost of the work. Unbalanced

schedules of value or schedules that do not accurately reflect the true value of the work to be performed will not be allowed.

Once a schedule of values is approved, MNS will work with the contractor's team on a monthly basis to ascertain the fair value of the work completed since the last period and apply this to the pay spreadsheet. Once agreed, MNS will promptly prepare a cover sheet for signature by the contractor, MNS, and the District to ensure the disbursement of funds in compliance with the Public Contracting Code. MNS will then provide required documentation for the USDA low-interest loan.

As-Constructed Drawings Maintenance. Prior to recommending payment of any monthly progress payments, MNS will review the status of the maintenance by the contractor of the construction as-built drawings. No payments will be recommended until this work is correct and current with the construction status.

TASK 2.12 Project Funding and Labor Compliance

USDA and Other State and Federal Funding Requirements.

The project requires contractor's compliance with state and federal funding requirements, including payment of prevailing wages, utilization of Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE), and adherence to equal employment opportunity. Because this work will be paid by public funds both minimum state and federal prevailing wage rates must be paid.

As part of the monthly closeout, MNS will ensure the contract is being administered and documented per the federal-funding requirements including verifying the contractor and their subcontractors have complied with the requirements of the California Department of Industrial Relations with regard to certified payroll verification and submission. As required by the construction project specifications, certified payrolls will be collected and reviewed each week. MNS will also conduct field interviews of the contractor's staff and their subcontractors to ensure compliance with prevailing wage rate requirements.

American Iron and Steel (AIS) Requirements. The AIS provision requires federal funding recipients to use iron and steel products produced in the United States for products made primarily from iron or steel that are permanently incorporated into the project. The AIS provision applies to this project. MNS will ensure the contractor submits adequate proof of iron and/or steel materials to fully comply with this requirement.

Our team is very familiar with complying with AIS requirements. Currently, MNS provides Buy American oversight as part of the CM scope of services for the following projects: Owner's Agent/Owner's Engineer Services for Groundwater Reliability



Improvement Program and El Estero Wastewater Treatment Plant Secondary Process Improvements.

TASK 2.13 Environmental Compliance

Environmental compliance includes all required environmental control elements such as air, Stormwater Pollution Prevention Plan (SWPPP), dust, and hazardous waste requirements. MNS will monitor the contractor's compliance efforts to help ensure the work is being performed within the permit requirements. We will work with the contractor to anticipate and prevent potential issues such as accidental discharges.

TASK 2.14 Safety

The contractor's submitted Safety Plan, and the Occupational Safety and Health Administration (OSHA) Safety Orders will guide our CM team in monitoring the contractor's safety program. Any safety concerns will be brought to the contractor's attention to be addressed promptly. MNS will keep the District informed of any significant safety concerns as well as their resolution.

TASK 2.15 MOPO During Construction

MNS will provide a robust MOPO planning process requiring participation from the contractor's team, plant operations staff, Design Engineer, and any outside project stakeholders such as PG&E. The permit compliance to the plant's NPDES discharge requirements along with the specific requirements of the Coastal Development permit presently issued to the District will be MNS' highest priority in ensuring none of the construction work impacts the plant operations. MNS will provide a Grade V Operator, Ron Kettle, experienced with this specific type of treatment process to work directly with the team to ensure the seamless integration of the existing operations with the plant processes and prevent any unexpected interruptions to the plant operations.

A robust planning process will be required before authorizing any work that interrupts plant operations. Written plans, double redundancy, and an explicit go/no go authority matrix will be established before starting the work. MNS will act as an advocate for the District in this planning process.

TASK 2.16 Plant Commissioning, Startup, and Training

MNS' philosophy of starting with the end in mind is a cornerstone of our management process with regard to plant commissioning and startup. The planning process begins within 60 days of the NTP and continues until the project is substantially complete. This detailed planning process includes plans and testing protocols for each new item of equipment or subsystem. The commissioning process flows through several formal stages of testing and certification for each equipment item, including certification of proper installation, functional testing, performance testing, subsystem testing, system testing, and final performance measurement and testing.

TASK 3 Project Closeout Phase



TASK 3.1 Project Closeout

Working throughout the project with the end in mind, MNS' process for project closeout ensures the completion of any remaining punch list work items. The On-Site Resident Engineer and Construction Inspector will coordinate a walk through with the contractor, District, and District's Design Engineer and develop a final punch list of any outstanding items to be corrected. MNS will inspect each item to ensure deficiencies are corrected before conducting a final walk through and recommending acceptance of the work to the District.

All final documentation, including punch lists, warranties, lien releases, and so on are maintained in the document control system. Once completed, MNS will certify to the District the project is complete and recommend final payments and certify the adequacy of the project equipment warranties, which will also be tracked in the project's document control system. MNS will ensure the contractor provides the District with the various USDA/federal and state-required forms to properly closeout the project.



Responsibility Matrix

CONSTRUCTION MANAGEMENT Services Provided and Matrix of Responsibility		RESPONSIBILITIES							
		Peter Brennan, PE, CCM	Tanveer Rao, PE	Kurt Greeb, PE	Gary Bohnisch	Ed Macias Jr.	Ron Kettle	Anita Berger	Fred Potthast, PE, GE
TASKS									
Task 1	Pre-Construction Phase								
Task 1.1	Kick-off Meeting	✓	✓	✓			✓		
Task 1.2	Risk Matrix	✓	✓	✓					
Task 1.3	Pre-Bid Meetings/Site Walk	✓	✓	✓	✓	✓	✓		
Task 1.4	Cloud-Based Document Control (EADOC/Procore)		✓	✓	✓	✓		✓	✓
Task 1.5	Pre-Construction Conference	✓	✓	✓	✓	✓	✓		
Task 1.6	Communication Matrix and Protocol		✓	✓	✓	✓		✓	
Task 1.7	Project Management Plan	✓	✓	✓					
Task 2	Construction Phase								
Task 2.1	Construction Administration	✓	✓	✓					
Task 2.2	Meetings/Minutes		✓	✓	✓	✓	✓		✓
Task 2.3	Progress Reporting		✓	✓	✓	✓			
Task 2.4	Photographs/Videos			✓	✓	✓		✓	
Task 2.5	Submittals		✓	✓				✓	✓
Task 2.6	Requests for Information/Clarification		✓	✓	✓	✓	✓	✓	✓
Task 2.7	Change Order Administration	✓	✓	✓				✓	
Task 2.8	Scheduling		✓	✓	✓	✓	✓	✓	✓
Task 2.9	Quality Assurance and Special Inspections			✓	✓	✓	✓	✓	✓
Task 2.10	Materials Testing Services			✓	✓				✓
Task 2.11	Progress Pay Applications			✓	✓	✓	✓		
Task 2.12	Project Funding and Labor Compliance			✓	✓	✓	✓	✓	✓
Task 2.13	Environmental Compliance				✓	✓			
Task 2.14	Safety		✓	✓	✓	✓	✓	✓	✓
Task 2.15	MOPO During Construction			✓			✓		✓
Task 2.16	Plant Commissioning, Startup, and Training		✓	✓	✓	✓	✓		
Task 3	Project Closeout								
Task 3.1	Project Closeout			✓	✓	✓	✓	✓	

5
SECTION

**Construction Management
Fee**



Section 5. Construction Management Fee



The District's Design Engineer provided an opinion of probable construction cost, at \$21.3M—which includes a construction management budget of \$1.625M.

MNS reviewed the project budgetary numbers as noted previously and will work closely with the District to meet its project objectives. To meet the budgetary requirements, local MNS on-site staff based in the MNS San Luis Obispo office will deliver a cost-efficient project. The project schedule and duration will influence the CM fee; therefore, controlling the schedule will help control overall project cost, including the CM fee. Our team is ready to work with the District to achieve all project financial objectives as defined by the District.



A

APPENDIX

Project Schedule



B

APPENDIX

Resumes





Appendix B. Resumes



Name	Firm	Role	PG
PROJECT MANAGEMENT			
Peter Brennan, PE, CCM	MNS	Principal-in-Charge	B-2
Tanveer Rao, PE	MNS	Project Manager/Risk and Schedule Management	B-4
Kurt Greeb, PE	MNS	On-Site Resident Engineer	B-6
QUALITY ASSURANCE			
Gary Bohnisch	MNS	Civil/Mechanical Inspector	B-8
Ed Macias Jr.	MNS	Electrical Inspector/Instrumentation and Controls	B-10
Nick Boswell, PE	MNS	As-Needed Supplemental Construction Inspector	B-12
Ron Kettle	MNS	Startup and Commissioning Lead	B-14
Fred Potthast, PE, GE	Earth Systems	Materials Testing Lead	B-16
CONTRACT ADMINISTRATION			
Anita Berger	MNS	Office Engineer/Labor Compliance	B-18

Peter Brennan, PE, CCM

Principal-in-Charge



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Construction management and inspection
- Water/wastewater infrastructure rehabilitation and improvements
- Project management
- Public agency coordination
- Contract administration

Years of Experience

- 32

Licensing

- Professional Civil Engineer, CA No. 53110

Certification

- Certified Construction Manager, CMAA

Education

- MS, Civil Engineering, Loyola Marymount University, CA
- BS, Civil Engineering, Santa Clara University, CA

Affiliations

- American Society of Civil Engineers
- California Water Environment Association
- Construction Management Association of America
- Water Environment Federation

Mr. Brennan is a Professional Civil Engineer and Certified Construction Manager who brings over 32 years of experience providing construction management and project management in the water resources industry. Prior to MNS, Peter worked for over 22 years with the Los Angeles County Sanitation Districts where he administered construction contracts ranging from \$1M to \$190M. In this position, he served as a Project Manager/Senior Resident Engineer for various projects such as wastewater treatment plants, pipelines, pump stations, and landfill construction. Peter also worked for the City of Los Angeles with the Los Angeles World Airports-Airports Development Group where he was responsible for multiple aspects of project/construction management for airport infrastructure renovation and expansion. His experience includes:

Water Reclamation Plants Nitrification Denitrification Retrofit, Los Angeles County Sanitation Districts, Cities of Valencia and Saugus Water, CA. Senior Resident Engineer.

These simultaneous \$8.9M and \$6.2M nitrification-denitrification retrofit projects were constructed for the existing Water Reclamation Plants.

The work involved complex scheduling of modifications to existing facilities while keeping the plants fully functioning.

EI Estero Wastewater Treatment Plant Tertiary Filter Replacement, City of Santa Barbara, CA. Construction Manager.

This \$8.4M project replaced the treatment plant's existing filtration system with a microfiltration (MF)/ultrafiltration (UF) facility. Work included demolition of an existing gravity filter, installation of driven concrete piles, construction of a new MF/UF facility, new filter feed pumps, replacement of chemical feed pumps, modifications to the chlorine contact basin, modifications to the reclaimed water storage reservoir, new reclaimed water transfer pumps, yard piping modifications, associated electrical and instrumentation modifications, and other appurtenant work.

EI Estero Wastewater Treatment Plant Secondary Process Improvements, City of Santa Barbara, CA. Construction Manager.

This \$22.6M project converts the existing conventional activated sludge process to biological denitrification. These improvements will result in increased quality secondary effluent feed to the new ultrafiltration (UF) facility. Project work includes modifying the aeration basin, including new inlet and outlet gates, baffle walls, aeration diffusers, mixers, and aeration piping as well as structural modifications; replacing

return-activated sludge pumps and piping; replacing two aeration process air blowers; adding new concrete flume structure to distribute mixed liquor flow to the secondary clarifiers; modifying secondary clarifier, including replacing and modifying sludge collector mechanisms; adding new mixed liquor pumps and associated piping; adding new chemical facilities (ammonium sulfate, ferric chloride, and polymer) including tanks, pumps, and injection diffusers; adding secondary effluent recycle facility including diversion box and gate; and modifying associated 480V power upgrades. MNS is providing construction management services.

Aerated Sludge Holding Tank Replacement, Carpinteria Sanitary District, CA. *Construction Manager.* This \$6M project demolished two aging aerated sludge holding tanks and constructed two new concrete digesters that meet current seismic standards, use state-of-the-art aeration equipment and computerized process control systems, enhance treatment of solids, and dramatically improve energy efficiency through the use of ultra-efficient pumps and blowers. **The solid foundation comprised of 170 stone columns beneath the new tanks prevent future seismic liquefaction.** To avoid major noise impacts associated with pile driving, a unique process involving a vibrating head and hollow shaft extended these densified rock columns 55 feet deep into the ground. This work required a massive 250-ton crane. These substantial structures—each approximately 50 feet by 50 feet and 20 feet deep—were outfitted with piping, equipment, and instrumentation necessary to provide maximum operational flexibility and optimized biological treatment. Additional project elements included the installation of a temporary sludge handling system and new aeration blowers; relocation of existing chemical facilities; and modifications to yard piping, electrical and instrumentation, and other appurtenant work.

Vista Canyon Water Factory, City of Santa Clarita, CA. *Principal-in-Charge/Construction Manager.* This \$10M project constructed the Vista Canyon Water Factory—a tertiary wastewater treatment and recycling plant that treats wastewater generated from Vista Canyon Project in accordance with the requirements of California Code of Regulation, Title 22. During rainy weather, effluent will be conveyed to downstream facilities of the Santa Clarita Valley Sanitation District (SCVSD) facilities. The Water Factory has a capacity of 392,000 gallons per day (GPD), which generates 371,000 GPD of effluent to be recycled. The wastewater treatment process consists of influent pumping, screening, flow equalization, extended aeration activated sludge, disc filtration, and ultraviolet (UV) disinfection. The facility building's footprint is less than an acre and

consists of two separate levels of subterranean construction with the finish floor elevation extending approximately 10 to 19 feet below the surrounding finish grades. The design of the building matches the character of the community while providing protection for the treatment elements. Noise is minimized by the building enclosures and careful selection of equipment. MNS provided comprehensive inspection services for the Water Factory through the construction phase.

Construction Management and Inspection Services for San Jose-Santa Clara Regional Wastewater Facility, City of San Jose, CA. *Principal-in-Charge.* As part of the \$8M construction management service order, MNS is providing construction management and inspection services for the City's \$1.5B wastewater treatment plant rehabilitation program. MNS' work assignments included the Digester and Thickener Facilities Upgrade, Advanced Facility Control and Meter Replacement, Blower Rehabilitation and Improvements, and Cogeneration projects.

Lancaster Water Reclamation Plant Stage Five Expansion, Los Angeles County Sanitation Districts, CA. *Senior Resident Engineer.* This \$146M plant expansion constructed influent pumps, primary sedimentation tanks, aeration tanks, final sedimentation tanks, pressure filters, chlorine contact tanks, chemical stations, digesters, solids handling facilities, and associated mechanical and electrical work.

Lancaster Water Reclamation Plant Stage Five Phase I Sludge Dewatering, Los Angeles County Sanitation Districts, CA. *Senior Resident Engineer.* This \$4M sludge handling and dewatering facility project constructed a sludge dewatering building and installed four centrifuges along with all appurtenant work including electrical, mechanical, site civil, and supervisory control and data acquisition (SCADA) equipment. The State Revolving Fund (SRF) program funded this project.

Valencia Water Reclamation Plant Stage Five Expansion, Los Angeles County Sanitation Districts, CA. *Senior Resident Engineer.* This \$39.6M expansion of the existing plant included influent pumps, primary sedimentation tanks, aeration tanks, final sedimentation tanks, pressure filters, chlorine contact tanks, chemical stations, digesters, solids handling facilities, and associated mechanical and electrical work as well as construction of a new administration building.

Tanveer Rao, PE

Project Manager/Risk and Schedule Manager



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Water and wastewater treatment
- Project delivery: DBB, DB, CMAR, and EPC
- Primavera CPM scheduling
- Risk management
- Public agency coordination
- Program management
- CPM scheduling, including Primavera P6
- Negotiations

Years of Experience

- 32

License

- Professional Civil Engineer, CA No.53574
- Professional Civil Engineer, AZ No. 21718
- Licensed General Contractor, CA (A and B), CA No. 691595

Education

- MS, Civil Engineering, Washington University, St. Louis, MO
- MS, Construction Management, Washington University, St. Louis, MO
- BS, Civil Engineering, Southern Illinois University, Edwardsville, IL

Professional Development

- National and State level DB Presenter at DBIA; CASA; and CMAA Conferences

Mr. Rao has over 32 years of successful hands-on experience in operations and construction management for the water, wastewater, industrial, and food and beverage industries. Tan's experience includes serving as an Owner's Representative and providing contracts and risk management; claims management and dispute resolution; Critical Path Method (CPM) scheduling, including Primavera P6 planning and scheduling; and alternative project delivery methods, including design-bid-build (DBB), design-build (DB), construction management at risk (CMAR), and engineer-procure-construct (EPC). His experience includes:

Aeration System Blower Improvements, San Jose-Santa Clara Regional Wastewater Facility, City of San Jose, CA. Senior Project Manager.

This \$48M project upgraded 10 existing blowers and decommissioned four blowers ranging in size from 1,750 horsepower (hp) to 4,000 hp in three buildings at a 24/7 operating wastewater treatment plant (WWTP) with an average treatment capacity of 167 million gallons per day (MGD). Upgrades included variable frequency drives (VFDs), Soft Starts, and SCADA integration. Responsibilities included managing the entire condition assessment and design team of more than 20 engineers for on-time delivery of the design and condition assessment milestones. Tan also oversaw six Program Managers responsible for the contracts, schedule, quality, risk issues, and the Stage Gate approval process.

Aeration Tanks Rehabilitation, San Jose-Santa Clara Regional Wastewater Facility, City of San Jose, CA. Senior Project Manager.

This \$80M project involved two parallel Biological Nutrient Removal (BNR) trains, BNR1 and BNR2. Aeration basins No. 16 and 8 required upgrades due to the deteriorated concrete basins. Additional project features included replacing ancillary mechanical valves and fine bubble diffusers and upgrading electrical and instrumentation and controls. The design provided an analysis of future modifications, anticipating more stringent requirements after an extensive \$2M condition assessment of the aeration basins. Responsibilities included managing the design, bid and award, and construction phases from condition assessment to operational testing with 13 project engineers and an additional condition assessment team of six engineers.

Phase IV Recycled Water Plant Expansion, West Basin Municipal Water District, CA. Project Manager.

The \$52M design-build (DB) project increased the



capacity of the treatment plant by 5 million gallons per day (MGD) for microfiltration, reverse osmosis, ultraviolet disinfection (MF/RO/UV) treated recycled water for the Chevron refinery's use. Additional MF/RO/UV trains were required for the 24/7 ongoing operations, which included 28 tie-ins to existing facilities. The project included extensive SCADA upgrades and startup and commissioning requirements. Responsibilities included managing the project from design through construction phases from the design-builder's side and overseeing the schedule (which had a \$10K/day liquidated damages risk), budget, safety, and project resources.

Wastewater Treatment Plant, Pala Casino Spa and Resort, San Diego, CA. Design-build Director. This \$17M fast-track design-build (DB) project constructed a new 1-million-gallons-per-day (MGD) treatment plant for the Pala Casino Spa and Resort and its adjoining buildings. Responsibilities included managing the overall DB concept and DB contractor from design through construction while overseeing the budget, schedule, safety, quality, dispute resolution, and labor relations.

Asbestos Cement Portable Water Mains Replacement, Marafiq Utility Agency, Jubail, Saudi Arabia. Project Manager. This \$80M project replaced 75 miles of water mains using high-density polyethylene (HDPE) and glass fiber reinforced plastics (GRP) piping. Existing potables services had to be maintained for community members. Asbestos pipes required special handling. Responsibilities included managing design, construction, and startup; overseeing schedule, budget, risk, safety, and labor demands; and negotiating change orders. Peak work force reached 110 trade personnel.

Sewage Treatment Plant No. 9 Expansion, Jubail, Saudi Arabia. Project Manager. This \$95M project expanded the plant capacity by 15 million gallons per day (MGD). The conventional municipal treatment plant utilized primary/secondary settlement tanks as an addition to the existing 24/7 operating treatment plant. Responsibilities included managing all project management tasks such as cost, schedule, quality control, dispute resolutions, labor and safety; and commissioning for the expanded plant; client interface; operations and maintenance (O&M) coordination with existing facilities; and oversaw the project execution team of 18 engineers along with a peak labor force of 1,400 workers.

Industrial Water Treatment Plant, Phase 8 Expansion, Stage III, Marafiq Utility Agency, Jubail, Saudi Arabia. Senior Project Manager. This \$125M, 20-million-gallons-per-day (MGD) water treatment plant project expanded

an industrial 24/7 operating water treatment plant with Biological Nutrient Removal (BNR) technology using aeration tanks and dissolved air flotation process. The plant's peak workforce averaged 1,600 workers. Tan provided complete project management from design through construction for this engineer-procure-construct (EPC) contract. Responsibilities included providing risk analysis and managing a staff of 24 professionals, labor resources, design deliverables, scheduling, safety, procurement, closeout, and project change orders.

Pump Station 56 Upgrade, Jubail, Saudi Arabia. Senior Project Manager. This \$15M project upgraded a 22-million-gallons-per-day (MGD) aeration system for existing lagoons at an industrial waste treatment plant with 24/7 ongoing operations. The workforce peaked at 48 construction staff for this engineer-procure-construct (EPC) contract. Responsibilities included managing the design and construction, including cost, schedule, quality, labor relations, safety and risk management.

Forced Main Wastewater Pipes, Marafiq Utility Agency, Jubail, Saudi Arabia. Senior Project Manager. The \$25M project constructed five miles of new buried glass fiber reinforced plastic (GRP) wastewater pipeline between two existing pump stations, requiring thrust boring/micro-tunneling and open-cut work. The peak work reached 70 construction trades. Responsibilities included managing the engineering and construction phases and overseeing budget, risk, safety, labor relations, and quality management.

Biosolids of Southern California LLC, CA. Co-Project Manager. This \$170M project constructed a new 12,000-wet-tons-per-day biosolids fluidized bed incinerator. Responsibilities included managing a United Kingdom-based design team; oversight of design, schedule, cost, safety, change order control; and risk management.

Phase III Microfiltration, Reverse Osmosis, Ultraviolet Disinfection (MF/RO/UV) Train Recycled Water, West Basin Municipal Water District, CA. Project Manager. The \$16M design-build (DB) project expanded the capacity of a water treatment plant by 4.3 million gallons per day (MGD) for Chevron's cooling towers. There were extensive high-risk tie-ins of various utilities at the existing 24/7 operating recycled water treatment plant and new trains for MF/RO/UV disinfection. Responsibilities included managing construction, which required detailed planning, cost and schedule control measures, risk mitigation, quality control, and project resource oversight.

Kurt Greeb, PE

On-Site Resident Engineer



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Wastewater expertise
- Technical review of permit applications
- Pump stations
- Sewer line/water line experience
- Drainage improvements
- Scheduling
- Permitting
- Landfills

Years of Experience

- 28

Licensing

- Professional Civil Engineer, CA No. 52313

Education

- MS, Civil Engineering, California State University, Long Beach, CA
- BS, Civil Engineering, University of Wisconsin-Madison, WI
- Certificate, Construction Management, University of California, Los Angeles, CA

Mr. Greeb has over 28 years of experience providing construction management services in the wastewater and landfill industries. Kurt specializes in wastewater treatment systems, pump stations, industrial waste, sewer lines, and potable water improvements. Prior to MNS, he worked for over 10 years with the Los Angeles County Sanitation Districts where he provided construction management services for numerous wastewater and landfill projects. He also worked for the City of Los Angeles' Bureau of Engineering, Environmental Engineering Division, where he provided construction management services for numerous wastewater treatment projects. He is knowledgeable with Primavera P3/P6 and Unifier, Microsoft Project, and AutoCAD. His experience includes:

El Estero Wastewater Treatment Plant Secondary Process Improvements, City of Santa Barbara, CA.

Resident Engineer. This \$22.6M project converts the existing conventional activated sludge process to biological denitrification. These improvements will result in increased quality secondary effluent feed to the new ultrafiltration (UF) facility. Project work includes modifying aeration basins, including new inlet and outlet gates, baffle walls, aeration diffusers, mixers, and aeration piping as well as structural modifications; replacing return-activated sludge pumps and piping; replacing two aeration process air blowers; adding a new concrete flume structure to distribute mixed liquor flow to the secondary clarifiers; modifying secondary clarifier, including replacing and modifying sludge collector mechanisms; adding new mixed liquor pumps and associated piping; adding new chemical facilities (ammonium sulfate, caustic soda, and polymer) including tanks, pumps, and injection diffusers; adding secondary effluent recycle facility including diversion box and gate; and modifying associated 480V power upgrades. MNS is providing construction management services.

Wastewater Management Department, Industrial Waste Section, Los Angeles County Sanitation Districts, CA.

Civil Engineer. Kurt served in the Permit Engineering Group where he performed technical review of industrial waste permit applications for compliance with the Environmental Protection Agency (EPA) regulations and the Sanitation District Wastewater Ordinance. Additional responsibilities included performing wastewater discharge calculations and determining constituent limits; performing capacity unit evaluations and prepare reports for compliance with Sanitation District Connection Fee Ordinance; interfacing



with industrial waste inspectors to perform facility inspections; and performing technical review audit of surcharge statements.

Engineering Department, Field Engineering Section, Los Angeles County Sanitation Districts, CA. *Civil Engineer.* Kurt served in the Field Engineering section as a Construction Manager where he oversaw numerous wastewater, sewer line, and landfill projects:

- \$300K Whittier Narrows Water Reclamation Plant (WNWRP) Ammonia Station Upgrade.
- \$10M San Jose Creek Water Reclamation Plant (SJCWRP) Stage 1 RAS Pump Station Upgrade involving complex electrical and control system upgrades and the construction of a new wet well and pumping system. Completed on time and within budget.
- \$3.5M Joint Water Pollution Control Plant (JWPCP) Replacement of Switchboards 4A, 4A1, 6, 6A, and 6A1. This project constructed a new electrical building and installed new electrical equipment and ductbanks.
- \$1.8M Douglas Avenue Trunk Sewer Rehabilitation. New sewer construction in busy residential street.
- \$800K South Park Avenue Trunk Sewer Rehabilitation. CIPP liner installation in busy residential street.
- Various Emergency Sewer and Pumping Plant Repairs, Potholing, and Subsurface Investigations.
- \$500K – \$1.5M Various Annual Construction Projects at Operating Landfills. Updated contract documents based on constructability reviews and met firm completion dates. Projects included: Puente Hills Landfill (PHLF) Gas Collection System; PHLF Drainage Improvements; Calabasas Landfill Gas Collection System; LF Gas Wells at Various District Landfills; PHLF Irrigation System; Canyon 9 Slope Stabilization; PHLF Water Tank Slope Stabilization; PHLF Gas Collection System Dewatering; Canyon 4 Liquid Storage Improvements; PHLF Equipment Yard Demolition.

Environmental Engineering Division, Bureau of Engineering, City of Los Angeles, CA. *Civil Engineer.* Kurt served in the Environmental Engineering division as a Construction Manager where he oversaw wastewater treatment plant and pump station projects:

- \$8M IPS Screw Pump. The project modified the existing screw bays and installed new archimedes screw pumps. This complex project installed new pumps in existing screw bays and rehabilitated existing equipment.

- \$3.5M Venice Pumping Plant Automation. The project installed new switchgear, VFDs, UPS, and PLC for the City's largest plant while in operation.
- \$2.5M Administration Building Annex.
- \$3M Interim Biosolids Improvements. This emergency project met schedule and regulatory requirements for Class A biosolids.
- \$1.5M DC Tillman DCS. The project involved negotiation and resolution requests for equitable adjustments. The REA was settled without a claim being filed.
- \$25M Advanced Wastewater Treatment Facility. The project involved **stone column soil improvements** and construction of a microfiltration system, reverse osmosis system, chlorine contact tank, and MCC building. This complex project was completed on time and within budget.

As a Project Manager, Kurt also oversaw the design of wastewater treatment plant projects, managed the on-call contract, and oversaw small project groups to expedite emergency projects:

- \$3.5M DC Tillman Lab Facility.
- \$6.9M DC Tillman Backup Power.
- \$6M DCT and LAG Electrical System Upgrades.
- \$4M HTP Substation Separation.
- \$1M HTP Fire Alarm System.

Solid Resources Engineering and Construction Division, Bureau of Engineering, City of Los Angeles, CA. *Project Engineer/Construction Manager.* Kurt served in the Solids Resources Engineering and Construction Division where he oversaw landfill and site improvements, prepared landfill regulatory and environmental technical reports, interfaced with regulatory officials at the California Regional Water Quality Control Board and South Coast Air Quality Management District, and managed and scheduled City construction crews and environmental inspectors:

- \$6M Bishops Canyon Site Improvements. The project involved recreational facilities, earthwork, grading, street, landscaping and irrigation, crib walls, retaining walls, potable water system, sanitary sewer, storm sewer, restroom, methane detection system, and overland and subsurface drainage systems at the 40-acre Bishops Canyon Landfill.
- Sheldon Arleta Flare Station and Gas Collection System, a 1,200-cubic-feet-per-minute (cfm) landfill gas flare station.
- Bishops Canyon Landfill Methane Detection System and Air Injection System.
- Perimeter Probe Systems at the Toyon Canyon Landfill and Lopez Canyon Landfill.



Gary Bohnisch

Civil/Mechanical Inspector



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Construction inspection
- Sewer rehabilitation inspection
- Mechanical piping systems
- Reinforced concrete
- Site civil improvements
- Sewer construction
- Sewer rehabilitation
- Public agency coordination

Years of Experience

- 30

Education

- Business coursework, University of La Verne, CA

Mr. Bohnisch specializes in inspecting new construction, rehabilitation, and site improvements for wastewater infrastructure projects. Gary has provided construction inspection for wastewater treatment plants for various agencies as well as several under the Los Angeles County Sanitation Districts jurisdiction, including the Joint Water Pollution Control Plant, one of the largest wastewater treatment plants in the world. In his career, Gary has provided construction inspection for projects up to \$150M. His experience includes:

El Estero Wastewater Treatment Plant (EEWWTP) Tertiary Filtration Replacement, City of Santa Barbara, CA.

Construction Inspector. This \$8.4M project upgraded the City's recycled water program and allowed for production of up to 3 million-gallons-per-day (MGD) of Title 22 water for their recycled water customers.

EEWWTP's existing filtration system was replaced with an ultrafiltration (UF) facility. The existing filter did not meet Title 22 requirements; the City had to blend potable water with their reclaimed water to meet regulatory requirements. Construction elements included

demolishing an existing gravity sand filter; installing driven concrete piles; constructing a new UF facility; replacing chemical feed pumps; modifying the chlorine contact basin, the reclaimed water storage reservoir, and yard piping; associated electrical and instrumentation; and other appurtenant work.

Aerated Sludge Holding Tank Replacement, Carpinteria Sanitary District, CA.

Construction Inspector. This \$6M project demolished two aging aerated sludge holding tanks and constructed two new concrete digesters that meet current seismic standards, use state-of-the-art aeration equipment and computerized process control systems, enhance treatment of solids, and dramatically improve energy efficiency through the use of ultra-efficient pumps and blowers. The solid foundation comprised of 170 stone columns beneath the new tanks prevent future seismic liquefaction. To avoid major noise impacts associated with pile driving, a unique process involving a vibrating head and hollow shaft extended these densified rock columns 55 feet deep into the ground. This work required a massive 250-ton crane. These substantial structures—each approximately 50 feet by 50 feet and 20 feet deep—were outfitted with piping, equipment, and instrumentation necessary to provide maximum operational flexibility and optimized biological treatment. Additional project elements included the installation of a temporary sludge handling system and new aeration



blowers; relocation of existing chemical facilities; and modifications to yard piping, electrical and instrumentation, and other appurtenant work.

Vista Canyon Water Factory, City of Santa Clarita, CA. Construction Inspector. This \$10M project constructed the Vista Canyon Water Factory—a tertiary wastewater treatment and recycling plant to treat wastewater generated from Vista Canyon Project in accordance with the requirements of California Code of Regulation, Title 22. During rainy weather, effluent will be conveyed to downstream facilities of the Santa Clarita Valley Sanitation District (SCVSD) facilities. The Water Factory has a design capacity of 392,000 gallons per day (GPD), which generates 371,000 GPD of effluent to be recycled. The wastewater treatment process consists of influent pumping, screening, flow equalization, extended aeration activated sludge, disc filtration, and ultraviolet (UV) disinfection. The facility building's footprint is less than an acre and consists of two separate levels of subterranean construction with the finish floor elevation extending approximately 10 to 19 feet below the surrounding finish grades. The design of the building matches the character of the community while providing protection for the treatment elements. Noise is minimized by the building enclosures and careful selection of equipment. MNS provided comprehensive inspection services for the Water Factory through the construction phase.

Owner's Agent/Owner's Engineer (OA/OE) Services for the Groundwater Reliability Improvement Program (GRIP), Water Replenishment District of Southern California (WRD), CA. Construction Inspector. WRD established the GRIP to find alternative sources of water to offset the imported water used for replenishment in the Montebello Forebay. As part of the GRIP, an advanced water treatment facility (AWTF) is being designed and constructed to treat 10,000 acre feet per year of tertiary recycled water. The GRIP AWTF is located in a 5.2-acre lot, adjacent to the San Gabriel River in the City of Pico Rivera. Treatment processes include automatic strainer to protect downstream membrane treatments systems from large particles; microfiltration (MF) or ultrafiltration (UF) to reduce turbidity and silt density index (SDI) of reverse osmosis (RO) feed water; cartridge filtration to protect downstream of the RO process; RO to remove salts, minerals, metal ions, organic compounds, and microorganisms; advanced oxidation with ultraviolet light (UV) treatment using hydrogen peroxide in concert with UV to reduce N-Nitroso-Dimethylamine (NDMA) concentrations and provide additional disinfection, decarbonation to release excess carbon dioxide and

stabilize the product water; and pH adjustment/corrosivity stabilization.

Dewatering Facility Modifications for the Joint Water Pollution Control Plant, Los Angeles County Sanitation Districts, Carson, CA. Construction Inspector. This \$11M project constructed reinforced concrete structures and concrete masonry unit (CMU) block building; installed District-furnished screening equipment, mechanical piping, instruments, and pumping equipment; and demolished and reinstalled intake/exhaust fans and ventilation ducts at the existing centrifuge building.

Lancaster Water Reclamation Plant Expansion, Stage 5, Los Angeles County Sanitation Districts, CA. Construction Inspector. This \$150M plant expansion constructed new reinforced concrete structures, tanks, pump stations, pipe galleries, digesters, and chemical stations. The project also installed a tertiary filtration system, sludge collection equipment, flare station, steam boiler room, process air compressors, dissolved air floatation equipment, fine bubble air diffusion equipment, mechanical piping, valves, pumping equipment, and instruments and controls. Responsibilities included verifying and accepting all mechanical installations, pressure testing, and initial startup procedures.

Secondary Treatment Facility, Whittier Narrows Water Reclamation Plant, Los Angeles County Sanitation Districts, Whittier, CA. Construction Inspector. This \$9M project constructed a new RAS pump station and pipe gallery and installed process air compresses, fine air diffusion, mechanical piping, pumping equipment, power, and controls.

UV Disinfection Project-Whittier Narrows Water Reclamation Plant, Los Angeles County Sanitation Districts, Whittier, CA. Construction Inspector. This \$9M project modified the existing concrete tanks, installed District-furnished "Trojan" ultraviolet (UV) disinfection equipment, and installed mechanical and power/control.

Marina Pump Stations 1 and 2, City of Long Beach, CA. Construction Inspector. This project installed 1,300 linear feet of double barrel 12-inch ductile iron cement lined force main with cathodic protection. Construction included a new reinforced concrete valve box and junction structure with arrow-lock protective lining.

Ed Macias Jr.

Electrical Inspector/Instrumentation and Controls



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Electrical construction inspection
- Electrical project management
- SCADA
- Instrumentation and controls specialist
- Water and wastewater treatment plant experience
- Public works experience

Years of Experience

- 26

Certification

- Water Distribution Operators Certification Course for Operators I and II

Education

- AS, Electronics Technology, Don Bosco Technical Institute, CA
- AA, Allan Hancock College, CA

Mr. Macias specializes in electrical construction inspection services for water and wastewater treatment facilities projects. Ed has provided electrical inspection services for various clients such as the Los Angeles County Sanitation Districts (LACSD). He has extensive experience with electrical construction project management and design; electrical engineering startup and modifications of instrumentation and controls; control cabinet design and fabrication; third-party electrical point to point and functional system testing; various volt-free contacts (VFCs) installation; instrumentation and related accessory application, calibration, installation, and internal operation; conduit installation (underground and exposed); and service and repair of wastewater flowmeters and instrumentation. Ed is also experienced with AutoCAD and HMI/SCADA software. His experience includes:

Vista Canyon Water Factory, City of Santa Clarita, CA. Construction Inspector. This \$10M project constructed the Vista Canyon Water Factory—a tertiary wastewater treatment and recycling plant to treat wastewater generated from Vista Canyon Project in accordance with the requirements of California Code of Regulation, Title 22. During rainy weather, effluent will be conveyed to downstream facilities of the Santa Clarita Valley Sanitation District (SCVSD) facilities. The Water Factory has a design capacity of 392,000 gallons per day (GPD), which generates 371,000 GPD of effluent to be recycled. The wastewater treatment process consists of influent pumping, screening, flow equalization, extended aeration activated sludge, disc filtration, and ultraviolet (UV) disinfection. The facility building's footprint is less than an acre and consists of two separate levels of subterranean construction with the finish floor elevation extending approximately 10 to 19 feet below the surrounding finish grades. The design of the building matches the character of the community while providing protection for the treatment elements. Noise is minimized by the building enclosures and careful selection of equipment. MNS provided comprehensive inspection services for the Water Factory through the construction phase.

New Turn-Out Structures at the San Gabriel River Coastal Basin Spreading Ground, Water Replenishment District of Southern California, CA. Construction Inspector. This project constructs two new turn-out structures and associated discharge structures at the San Gabriel River Coastal Basin Spreading Grounds, which will provide needed operational flexibility for the spreading of an



additional 11,000 acre-feet per year (AFY) of tertiary recycled water and 10,000 AFY of advanced treated recycled water. Additional work includes shotcrete lining of an existing approximately 6,400-linear-foot distribution channel and the installation of new 66-inch pipelines approximately 500 linear feet along with electrical and instrumentation and control systems.

Owner's Agent/Owner's Engineer (OA/OE) Services for the Groundwater Reliability Improvement Program (GRIP), Water Replenishment District of Southern California (WRD), CA. Construction Inspector. WRD established the GRIP to find alternative sources of water to offset the imported water used for replenishment in the Montebello Forebay. As part of the GRIP, an advanced water treatment facility (AWTF) is being designed and constructed to treat 10,000 acre feet per year of tertiary recycled water. The GRIP AWTF is located in a 5.2-acre lot, adjacent to the San Gabriel River in the City of Pico Rivera. Treatment processes include automatic strainer to protect downstream membrane treatments systems from large particles; microfiltration (MF) or ultrafiltration (UF) to reduce turbidity and silt density index (SDI) of reverse osmosis (RO) feed water; cartridge filtration to protect downstream of the RO process; RO to remove salts, minerals, metal ions, organic compounds, and microorganisms; advanced oxidation with ultraviolet light (UV) treatment using hydrogen peroxide in concert with UV to reduce N-Nitroso-Dimethylamine (NDMA) concentrations and provide additional disinfection, decarbonation to release excess carbon dioxide and stabilize the product water; and pH adjustment/corrosivity stabilization.

EM Enterprises, Baldwin Park, CA. Owner/Operator. For the past 18 years, Edmudo owned EM Enterprises where he specializes in electrical project management and inspection services for various clients in Los Angeles County. He maintained long-term contracts with LACSD providing electrical project management and inspection. Sample projects include:

- Electrical project management and design at LACSD Carson Joint Water Pollution Control Plant (JWPCP) 85,000 cfm odor control with high Hp Siemens VFCs 3-500 Hp and 2-1000 Hp VFCs.
- Engineering and management for the termination team at OC-88 (7-1,500 Hp pumps with Toshiba 12kV VFCs), Hyperion Primary Sedimentation Battery-A, and 180,000 cfm odor control scrubber system. Interfaced control panels to a US filters skid system with Allen Bradley Control Logix PLCs and 500 Hp Schneider-Electric Altivar VFCs.

- Complete startup of controls and systems, third-party electrical testing including wire checking, Megger testing, and functional commissioning. Honeywell HVAC commissioning (LACSD Lab/Ops Building in Palmdale).
- Panel and control cabinet design, fabrication, and installation for MAS to UL-508 standards (specification grade). PLCs included Control Logix, Flex I/O, GE Fanuc, Siemens/TI, Modicon, and Honeywell DCS systems with RTU fabrication.
- Panel QC and fabrication for MAS prior to shipping and FAT, wire checks, Megger testing, labeling, checkout for UL-508 conformity. In shop FAT for MWD for a 7-1500 Hp Pump Station (OC-88).
- Design, fabrication, and installation of alarm annunciation panels at LACSD Carson odor control.
- Verified contractor compliance to contract specifications and drawings, NEC Codes, and NFPA-70E.
- Calibration, installation, and operation of relay logic, 4-20mA circuits and instrumentation.
- Field and factory service, warranty repairs, and calibration of ISCO water and wastewater products, water quality monitors, samplers and superior electrical voltage and power monitors/meters.

Manufacturing Automation Solutions. Project Manager/Project and Field Engineer. Ed managed a long-term contract for Manufacturing Automation Solutions (MAS) for projects up to \$4.5M. Responsibilities included:

- Panel design, integration, layout, fabrication, quality control, FAT, installation and commissioning, and in-house cabinet inspection for UL-508 requirements.
- Design of instrumentation and controls for various MAS projects.
- Ran all MAS field employees and electrical subcontractors at the LACSD Carson odor control project.
- Calibration and startup of control cabinets, SCADA MCCs, VFCs, relay logic, 4-20mA circuits, equipment, and instrumentation.
- Third-party quality assurance for electrical contractors (Clark County Wastewater Reclamation Plant rehabilitation of existing cabinets in the field and shop and Elkhorn Reservoir in Las Vegas, NV).

FLW Inc./RC Hoffman Company, Inc., Costa Mesa, CA. ISCO Service/Calibration Technician. Responsibilities included field and factory service, warranty repairs, and calibration of flow-monitoring products, voltage and power monitors, all brands of pH meters, chart recorders, water quality monitors, and liquid samplers.

Nick Boswell, PE

As-Needed Supplemental Construction Inspector



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Water and wastewater treatment plant rehabilitation
- Pump station design and rehabilitation
- Characterization and treatment of municipal wastewater
- Field investigations, pilot testing, and sampling programs
- Utility research
- CEQA and permit compliance
- Pipeline design and rehabilitation
- Residential construction management/administration for design-build projects

Years of Experience

- 11

Licensing

- Professional Civil Engineer, CA No. 72138

Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Mr. Boswell has 11 years of experience with design and construction of public infrastructure projects. His utility infrastructure experience encompasses all aspects of water, wastewater, and recycled water collection, distribution, and treatment. He has supported the planning, design, construction, startup, and operation of a variety of municipal infrastructure projects including water and wastewater pump stations; water and wastewater treatment plants; and water, wastewater, and recycled water pipeline networks. Nick has been responsible for acting as project engineer for construction phase work; coordinating with state and local agencies to acquire necessary environmental and construction permits; developing and conducting field sampling and pilot testing programs; and providing project utility research. His experience includes:

Scripps Ranch Pump Station Design-Build, City of San Diego, CA. *Project Engineer.*

As part of a design-build team, Nick assisted with the management for the design and construction of a new 17.2-million-gallons-per-day (MGD) water booster station. It included six pumps, five duty pumps (three 2.7 MGD pumps, two 4.55 MGD pumps), and one standby unit (4.55 MGD). Suction to the pump station involved a new 36-inch manifold to connect existing 66- and 84-inch pipelines.

Rancho Penasquitos Pump Station Design-Build, City of San Diego, Water Department, CA. *Project Engineer.*

Under a design-build procurement, this project designed and constructed a new 32-million-gallons-per-day (MGD) domestic water pump station (expandable to ultimately 50 MGD) and replaced the existing Del Mar Heights pressure reducing station (PRS) and associated site piping and connection work. Features included a 3,300-square-foot pump building with dedicated pump, motor control center, and generator rooms; six 250-horsepower (hp) vertical turbine pumps; yard piping, pressure reducing, and emergency backflow elements; masonry retaining wall; all electrical facilities; and instrumentation and control systems.

Trickling Filters/Solids Contact at Plant No. 2 - P2-90, Orange County Sanitation District, CA. *Staff Engineer.*

This \$180M project involved the design of a 60-million-gallons-per-day (MGD) (average dry weather flow) trickling filter/solids contact plant. Key design elements included a trickling filter pumping station, three 150-foot diameter trickling filters, a solids contact/sludge reaeration basin, six 135-foot diameter secondary clarifiers, and other ancillary equipment.



Pilot Study of Biological Aerated Filters, City of San Diego, Metropolitan Wastewater Department, CA.

Project Engineer. This project involved the study of pilot-scale treatment units, including two biological aerated filters technologies for organic carbon removal (Kurger's BIOSTYRTM and Infilco Degremont, Inc.'s BIOFOR®) and Infilco Degremont, Inc.'s high rate clarifier called Densadeg® unit at the Point Loma Wastewater Treatment Plant. The design and construction of the pilot test plant included power supply for all tested equipment, pump station to bring screened wastewater to the pilot test site, pilot test concrete pad with containment side walls and drainage piping, and storage and piping for conveying untreated and treated wastewater.

Primary Sludge Feed System at Plant No. 2 - P2-91, Orange County Sanitation District, CA. Staff Engineer.

This project involved design upgrades to the primary sludge feed in order to evenly feed 15 single-stage anaerobic digesters at Plant 2. The design included re-routing the existing primary sludge lines; two 25,000-gallon above-ground stainless steel blending tanks; new electrical building constructed through expansion of the District's 480V distribution system; and major electrical changes to the dissolved air flotation thickener facility.

Santa Ana River Trunk Sewer, City of Riverside, CA.

Project Engineer. The trunk sewer design involved 19,600 linear feet of new 48-inch diameter centrifugally cast fiberglass reinforced polymer mortar (CCFRPM) pipe to be constructed in two phases. The objective was to meet the City's projected peak wet-weather wastewater flows of 54 cubic feet per second (34.5 MGD). Responsibilities included field research, planning, development of final design documents, engineering support services during construction, coordination with project subcontractors and permitting.

Groundwater Replenishment System, Orange County Water District/Orange County Sanitation District, CA.

Project Engineer. Located within an existing levee of the Santa Ana River, the overall pipeline project involved the design of an ultraviolet disinfection system, packed tower decarbonator, a dual-purpose pump station, a pipeline (varying in size from 54- to 78-inches in diameter), and a screening structure for this ground-breaking project. This project has been honored with several awards, including the 2009 Grand Conceptor Award from the American Council of Engineering Companies and the 2008 Grand Award in Design from the American Academy of Environmental Engineers. Responsibilities included preparing design plans to repair a large diameter steel pipe leading to the new facility.

Miramar Water Treatment Plant Expansion and Upgrades, City of San Diego, CA. Staff Engineer.

This project involved improvements for the expansion/upgrade of the existing Miramar Water Treatment Plant. Key project elements included a raw water pumping facility, transmission pipelines ranging in size from 48- to 120-inches in diameter, influent structure, deaeration/pre-ozonation basins, rapid mix chambers, four flocculation/sedimentation basins, ozonation processes, 12 media filters, a process chemical and bulk chemical facility, a chlorine building, an administration building including lab, a recreational area, and a park area. Responsibilities included site yard piping design, grading and paving design, and cost estimation.

Agua Hedionda Lift Station and Pipeline Final Design, City of Carlsbad, CA. Project Engineer.

This project designed a new 33-million-gallons-per-day (MGD) sewage lift station, 3,800 feet of 36-inch diameter force main, and approximately two miles of 54-inch diameter gravity sewer. The alignment of the pipelines was within existing railroad right-of-way areas and major roadway arterials with established utilities and residential/commercial traffic, necessitating extensive traffic control and close coordination with public and private utilities.

Lakeshore Regional Lift Station and Force Main, Elsinore Valley Municipal Water District, CA. Project Engineer.

The new 22.5 million-gallons-per day (MGD) wastewater lift station involved approximately 3,500 linear feet of dual 24-inch diameter force mains; 3,500 linear feet of 12-inch diameter gravity sewer; and 200 linear feet of 48-inch diameter gravity sewer. Other significant elements of the project included site acquisition, environmental compliance, and coordination with new onsite arsenic water treatment plant during design and construction. Responsibilities included coordination with the client, subconsultants, developers, land owners, and state and local agencies; utility research; planning; design; cost estimation; easement acquisition; and permitting.

Otay River Pump Station, Conveyance and Fiber Optic Systems, City of San Diego, Metropolitan Wastewater Department, CA. Staff Engineer.

Nick served as a member of the design team for the Otay River Pump Station. This design-build project included approximately 3,300 linear feet of 36-inch diameter gravity sewer; 9,500 linear feet of 24-inch diameter force main; approximately 12,000 linear feet of 2- and 4-inch fiber optic conduit; and a 12 MGD retrofit of the pump station. Responsibilities included assisting in the design; coordinating with the prime contractor, subcontractors, and City staff; and reviewing submittals for approval.



Ron Kettle

Startup and Commissioning Lead



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Water/wastewater infrastructure
- Startup and commissioning
- Project management
- Public agency coordination
- Contract administration

Years of Experience

- 43

Certifications

- Grade V State Water Resource Control Board (SWRCB) Operator

Mr. Kettle has over 43 years of experience with water/wastewater treatment plant operations for the Los Angeles County Sanitations District. Ron is proficient with all stages of water and wastewater plants infrastructures, design, maintenance, and operation. At the Los Angeles County Sanitation Districts, he was responsible for managing four reclamation plants, three of the plants operated cogeneration equipment. His project experience includes:

El Estero Wastewater Treatment Plant Secondary Process Improvements, City of Santa Barbara, CA.

Operations Engineer. This \$22.6M project converts the existing conventional activated sludge process to biological denitrification. These improvements will result in increased quality secondary effluent feed to the new ultrafiltration (UF) facility. Project work includes modifying the aeration basin, including new inlet and outlet gates, baffle walls, aeration diffusers, mixers, and aeration piping as well as structural modifications; replacing return-activated sludge pumps and piping; replacing two aeration process air blowers; adding new concrete flume structure to distribute mixed liquor flow to the secondary clarifiers; modifying secondary clarifier, including replacing and modifying sludge collector mechanisms; adding new mixed liquor pumps and associated piping; adding new chemical facilities (ammonium sulfate, ferric chloride, and polymer) including tanks, pumps, and injection diffusers; adding secondary effluent recycle facility including diversion box and gate; and modifying associated 480V power upgrades. MNS is providing construction management services.

El Estero Wastewater Treatment Plant Tertiary Filter Replacement, CA.

Operations Engineer. This \$8.4M project replaced the treatment plant's existing filtration system with a microfiltration (MF)/ultrafiltration (UF) facility. Work included demolition of an existing gravity filter, installation of driven concrete piles, construction of a new MF/UF facility, new filter feed pumps, replacement of chemical feed pumps, modifications to the chlorine contact basin, modifications to the reclaimed water storage reservoir, new reclaimed water transfer pumps, yard piping modifications, associated electrical and instrumentation modifications, and other appurtenant work.

Vista Canyon Water Factory, City of Santa Clarita, CA.

Startup and Commissioning. This \$10M project constructed the Vista Canyon Water Factory—a tertiary wastewater treatment and recycling plant to treat



wastewater generated from Vista Canyon Project in accordance with the requirements of California Code of Regulation, Title 22. During rainy weather, effluent will be conveyed to downstream facilities of the Santa Clarita Valley Sanitation District (SCVSD) facilities. The Water Factory has a design capacity of 392,000 gallons per day (GPD), which generates 371,000 GPD of effluent to be recycled. The wastewater treatment process consists of influent pumping, screening, flow equalization, extended aeration activated sludge, disc filtration, and ultraviolet (UV) disinfection. The facility building's footprint is less than an acre and consists of two separate levels of subterranean construction with the finish floor elevation extending approximately 10 to 19 feet below the surrounding finish grades. The design of the building matches the character of the community while providing protection for the treatment elements. Noise is minimized by the building enclosures and careful selection of equipment. MNS provided comprehensive inspection services for the Water Factory through the construction phase.

Construction Management and Inspection Services for San Jose-Santa Clara Regional Wastewater Facility, City of San Jose, CA. *Startup and Commissioning.* As part of the \$8M construction management service order, MNS is providing construction management and inspection services for the City's \$1.5B wastewater treatment plant rehabilitation program. MNS' work assignments included the Digester and Thickener Facilities Upgrade, Advanced Facility Control and Meter Replacement, Blower Rehabilitation and Improvements, and Cogeneration projects.

Valencia Water Reclamation Plant, Los Angeles County Sanitation Districts, CA. *Operations Manager.* This plant provides 21-million-gallon-per-day (MGD) design flow, biological nutrient removal with tertiary treatment, sequential chlorination, dechlorination, dissolved air flotation, anaerobic digestion and solids processing (filter presses). The plant discharges to the Santa Clara River and reuse water serves the Castaic Lake Water Agency. The plant operates a 500 kW cogenerator with a superior engine running on anaerobic digester gas with iron sponge gas conditioning and steam recovery for digester heating.

Lancaster Water Reclamation Plant, Los Angeles County Sanitation Districts, CA. *Operations Manager.* This plant currently uses a 16-million-gallon-per-day (MGD) biological nutrient removal with tertiary treatment, dissolved air flotation, anaerobic digestion, effluent chlorination and dichlorination, and solids processing (centrifuges). Previous operation included 16-MGD design flow, enhanced pond operation, 1-MGD membrane bioreactor (MBR) plant with effluent ultraviolet (UV), 0.5 MGD phosphorous removal with gravity filtration, anaerobic digestion, and effluent chlorination and dechlorination. The plant discharges to the Edwards Air Force Base Ducks Unlimited Effluent Pond management, Apollo Parks Recreation Lakes, Agricultural Site, and City of Lancaster Reuse. The plant operates a 250-kilowatt (kW) Ingersoll-Rand microturbine running on anaerobic digester gas with gas conditioning, gas chilling, gas reheating, and hot water recovery for digester heating.

Palmdale Water Reclamation Plant, Los Angeles County Sanitation Districts, CA. *Operations Manager.* This plant currently uses a 12-million-gallon-per-day (MGD) biological nutrient removal with tertiary treatment, dissolved air flotation, anaerobic digestion, effluent chlorination, and solids processing (centrifuges). Previous operation included 12-MGD design flow, enhanced pond operation, anaerobic digestion, effluent chlorination, and agricultural operation. The plant discharges to the Agricultural Site and City of Palmdale Reuse. The plant operates a 250-kilowatt (kW) Quinn Power Systems fuel cell running on anaerobic digester gas with gas conditioning, gas chilling and gas reheating, and hot water recovery for digester heating.

Saugus Water Reclamation Plant, Los Angeles County Sanitation District, CA. *Operations Manager.* This plant involved 5.5-million-gallon-per-day (MGD) design flow, biological nutrient removal, sequential chlorination, and dechlorination with tertiary treatment. The plant discharges to the Santa Clara River.



Fred Potthast, PE, GE Materials Testing Lead



Firm

- Earth Systems Pacific, Inc.

Areas of Expertise

- Geotechnical engineering investigations
- Special inspection and materials testing for water and wastewater treatment projects, including plant facilities, pump stations, buried structures and vaults, and underground pipelines
- Mitigation of unstable soil conditions
- Materials engineering
- Pavement construction and rehabilitation, including use of recycled materials
- Evaluation of acceptability of construction materials
- Resolution of special inspection issues and non-compliance

Years of Experience

- 35

Licensing

- Professional Civil Engineer, CA No. 42798
- Professional Geotechnical Engineer, CA No. 2369
- Licensed Nuclear Gauge Operator

Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Affiliations

- American Concrete Institute
- American Society of Civil Engineers
- ASTM

Mr. Potthast is the Managing Principal of Earth Systems' San Luis Obispo, Santa Maria, and Paso Robles offices, ensuring high standards of technical accuracy and quality are consistently met. Fred has spent 35 years as a geotechnical/materials engineer in San Luis Obispo, establishing a reputation for thorough knowledge of his field, integrity, and the ability to resolve construction inspection issues in a manner satisfactory to all stakeholders. He has provided geotechnical engineering investigations and supervision of materials testing/special inspection for numerous water and wastewater treatment projects throughout the Central Coast of California. He is the Geotechnical Engineer of Record for the Wastewater Treatment Plant Redundancy Project. His experience includes:

Various Projects, South San Luis Obispo County Sanitation District, CA. *Materials Testing Oversight.*

Earth Systems prepared the geotechnical report for the Wastewater Treatment Plant Redundancy Project and, thus understands the geotechnical/geologic site conditions. Additionally, Fred currently serves as the Engineer of Record for this project. He also provided materials testing and geotechnical services for the following District projects:

- Wastewater Treatment Plant Centrifuge Building
- Splitter Box Refurbishment
- Digester No. 1 Repair
- Storage Facility

Paso Robles Wastewater Treatment Plant Tertiary Treatment Facilities Project, DPW Project 16-2, City of Paso Robles, CA. *Materials Testing Oversight.*

Earth Systems provided geotechnical testing, special inspection of concrete and welding, and materials testing for this \$17M project to construct new tertiary treatment facilities to provide for recycling of water currently being discharged to the Salinas River. The new facilities included media filtration and ultraviolet disinfection facilities, a flow diversion box, flow equalization tanks, a recycled water pump station, a recycled water storage pond, and an extension pipeline to provide irrigation along the US 101 corridor.

Los Osos Water Recycling Facility and Collection System, County of San Luis Obispo, CA. *Materials Testing Oversight.*

Earth Systems provided geotechnical testing, materials testing, and special inspection for this \$183M project, which covered 13 acres and included an administration building, a maintenance building, a



dewatering building with a truck loading station, an electrical building, headworks/septage receiving, oxidation ditches, clarifiers, pump stations, water tanks, treatment basins, sewer and recycled water lines, sewer laterals, and leach fields. The plant will process more than 2 million gallons of wastewater per day and produce about 700,000 gallons of reclaimed water per day. A gravity pipeline system was constructed to collect wastewater from individual properties within the Los Osos service area and convey it to the recycling facility. Earth Systems provided geotechnical testing of the trench backfill and building pads, special inspection of masonry, and materials sampling/testing of concrete.

Nacimiento Water Treatment Plant, Thunderbird Well Project, City of Paso Robles, CA. *Materials Testing Oversight.* Earth Systems provided special inspection and materials testing for this \$11.5M project, which constructed a surface water treatment plant to treat water received from Lake Nacimiento and convey it to local communities. The project components included a new operations and membranes treatment building, a lift station, a filtrate tank and booster station, a dissolved air flotation basin, a clear well, granular active carbon vessels and slab, chemical feed and storage building, and associated pipelines. Earth Systems' services included special inspection and testing of soil, concrete, masonry, and structural steel.



Anita Berger

Office Engineer/Labor Compliance



Firm

- MNS Engineers, Inc.

Areas of Expertise

- Caltrans standards and specifications
- Construction project administration
- Roadways and bridges
- Water/Wastewater treatment plants
- Prolog
- Expedition
- Primavera
- SureTrak
- Microsoft Project
- EADOC

Years of Experience

- 29

Certifications

- 10-hour Construction Safety, Cal/OSHA
- California Public Works Labor Compliance
- Confined Space Awareness
- CPR and First Aid

Education

- AA, College of the Sequoias, Visalia, CA

Professional Development

- Stormwater Pollution Prevention Plan (SWPPP) training

Awards

- 2016 APWA Project of the Year, Supplemental Water Projects
- 2016 National ASCE Project of the Year, Supplemental Water Project
- 2014 APWA Project of the Year, San Jose Creek and Capacity Improvements and Fish Passage
- 2014 APWA Project of the Year, Honorable Mention, Chapala Street Bridge Replacement
- 2012 APWA Project of the Year, Honorable Mention, Ortega Street Bridge Replacement

Ms. Berger is highly skilled in contract and project administration procedures for construction management. Anita has many years of experience working in high-pressure, technically-oriented construction management project offices. She has strong capabilities in using EADOC, Prolog, Expedition, Primavera, SureTrak, and Microsoft Office applications, including Microsoft Project. Anita contributes an expert level of knowledge of Caltrans standards and specifications to projects. Her experience includes:

El Estero Wastewater Treatment Plant Tertiary Filter Replacement, City of Santa Barbara, CA. Office Engineer.

This \$8.4M project replaced the treatment plant's existing filtration system with a microfiltration (MF)/ultrafiltration (UF) facility. Work included demolition of an existing gravity filter, installation of driven concrete piles, construction of a new MF/UF facility and new filter feed pumps, replacement of chemical feed pumps, modifications to the chlorine contact basin, modifications to the reclaimed water storage reservoir, construction of new reclaimed water transfer pumps, modifications to yard piping, and modifications to associated electrical and instrumentation and other appurtenant work. MNS provided construction management services. Responsibilities including establishing the EADOC document control system and staff training.

Aerated Sludge Holding Tank Replacement, Carpinteria Sanitary District, CA. Office Engineer.

This \$6M project demolished two aging aerated sludge holding tanks and constructed two new concrete digesters that meet current seismic standards, use state-of-the-art aeration equipment and computerized process control systems, enhance treatment of solids, and dramatically improve energy efficiency through the use of ultra-efficient pumps and blowers. The solid foundation comprised of 170 stone columns beneath the new tanks prevent future seismic liquefaction. To avoid major noise impacts associated with pile driving, a unique process involving a vibrating head and hollow shaft extended these densified rock columns 55 feet deep into the ground. This work required a massive 250-ton crane. These substantial structures—each approximately 50 feet by 50 feet and 20 feet deep—were outfitted with piping, equipment, and instrumentation necessary to provide maximum operational flexibility and optimized biological treatment. Additional project elements included the installation of a temporary sludge handling system and new aeration blowers; relocation of existing chemical facilities; and modifications to yard piping, electrical and

instrumentation, and other appurtenant work. Responsibilities including establishing the EADOC document control system.

Supplemental Water Projects, Nipomo Community Services District, CA. Office Engineer. This \$17M supplemental water project involved three separate construction contracts:

- Horizontal Directional Drilling (HDD) under the Santa Maria River
- Blosser Road waterline
- New pump station construction

The project also involved converting five existing wells to the chloramine disinfection process to coincide with the City of Santa Maria's process. A one-mile, 24-inch pipeline extension was constructed along Blosser Road to the Santa Maria River Levee, where it was bored and jacked under the levee. The pipe then transitioned to a 30-inch high-density polyethylene (HDPE) pipe, which was installed 100 feet under the riverbed by horizontal directional drilling (HDD). The HDD daylighted on the bluff 120 feet above the riverbed where it connected to the newly constructed pump station. The new pump station construction included a booster pump station; electrical system (including portable backup generator); water chloramination system and appurtenances; approximately 1,720 linear feet of all-weather access road to the pump station site; and 1,750 linear feet of 24-inch ductile iron pipe. The project was constructed within highly sensitive environmental habitat, which required extensive surveying and coordination with permitting agencies as well and the surrounding farmland owners. MNS provided construction management and inspection. Responsibilities including establishing EADOC document control system and training staff on the system.

Southland Wastewater Treatment Plant Upgrade, Nipomo Community Services District, CA. Office Engineer. This \$11M wastewater treatment plant upgrade and expansion project met the required effluent requirements for permitting to improve the treatment process. Project elements included converting the existing aeration basins to the Biolac® Wave Oxidation System, which was an extended aeration process; constructing clarifiers; converting existing ponds to aerated sludge holding lagoons; replacing the existing pump station including a new wet well and installing new screw centrifugal pumps; constructing a new masonry block electrical building, new headworks, including two parallel shaftless screw screens and a vortex grit removal system to increase effluent quality and reduce maintenance issues; and associated yard piping. This project required close coordination with the existing plant staff and operations to avoid any unanticipated disruption

to the existing plant operations. Responsibilities included office engineering, labor compliance review, pay estimates, change orders, and establishing the EADOC document control system and training staff on the system.

Wastewater Treatment Plant Nutrient Removal Improvements, City of Ventura, CA. Office Engineer. This \$15M nutrient removal upgrade to the City's existing wastewater treatment plant project included construction of a filtrate equalization tank, bioaugmentation/re-aeration reactor, anoxic and aeration tanks, mixed liquor recycle and activated sludge pumping stations, modifications to dissolved air flotation thickener facilities, piping, electrical and controls work. Her tasks included submittal processing, RFI handling, processing pay estimates, including extra work bills and certified payroll review.

Sheffield Reservoir Project, City of Santa Barbara, CA. Office Engineer. This \$22M project included demolition of an open space reservoir and replacing it with the Construction of two, 6.5-million-gallon DYK tanks, piping and appurtenances, and extensive landscaping covering the tanks with a park. Her tasks included preparation of the State Revolving Fund Loan (SRF) reimbursements, submittal processing, RFIs, review of payment estimates, document control. This project included significant public relations with the surrounding neighborhoods.

San Jose Creek Improvements and Fish Passage, City of Goleta, CA. Office Engineer. This \$22M creek capacity improvement project widened approximately 4,000 linear feet of creek channel to support a 100-year storm event and installed a fish passage to facilitate the movement of endangered steelhead trout. The new channel was constructed with vertical walls of cast-in-drilled-hole (CIDH) steel piling—ranging from 37 feet to 50 feet long—with pre-cast concrete wall sections. The bottom of the channel was constructed using articulated concrete revetment with over 500 tie-down anchors. Additional project elements included approximately 1,000 CIDH soldier piles; over 800 pre-cast wall panels; several drainage systems; dewatering and stream diversion; utility coordination; and coordination with several permitting agencies. This project was administered in accordance with Caltrans specification, methods, and procedures. Responsibilities included processing submittals, handling request for information, processing pay estimates and extra work bills, and verifying labor compliance with certified payroll review. APWA Project of the Year, Winner.



C

APPENDIX

Contract Review and Statements





Appendix C. Contract Review and Statements



	PG
Statement of Contract Disqualifications	C-2
Statement of Insurance	C-2
Suggested Contract Exceptions	C-2
Signed Addenda	
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Addendum No. 2	C-6
Addendum No. 3	C-9
Addendum No. 4	C-12
Addendum No. 5	C-15

Statement of Contract Disqualifications

MNS and our officers with a proprietary interest in MNS have never been disqualified, removed, or otherwise prevented from proposing on or completing a municipal government project for any reason.

Statement of Insurance

MNS will provide proof of insurance within 15 calendar days after notice of selection as a precondition to contract execution.

Suggested Contract Exceptions

MNS reviewed the Request for Qualifications (RFQ) and the District's Agreement for Professional Services and Insurance Requirements. We request our suggestions be considered by the District in an effort to reduce the amount of liability. Please contact us with any questions or concerns in regard to these changes. We are certain we can come to an acceptable agreement with the District in regard to the contract. Only pages with comments are provided in this section.

2

, to the extent,

3.04. Indemnification. To the fullest extent permitted by law, the Consultant ~~shall~~ **agrees to** 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 ~~Consultant's performance under this agreement,~~ or that 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.

anyone for whom the Consultant may be legally responsible, in performance of this Agreement.

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:

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

exercise ordinarily accepted standard of care to

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.

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. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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), including products and completed operations, property damage, bodily injury and personal & advertising injury.
2. Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
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 - \$2,000,000 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 (ISO CG 25 03 or 25 04) 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. Workers' Compensation: Statutory limits.
4. Employer's Liability - \$1,000,000 per accident for bodily injury or disease.
5. Errors and Omissions Liability - \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
Atty rev. 2019

Above required limits can be met either by a single policy or in combination with an Umbrella/Excess policy.

Addendum No. 1 Acknowledgment



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339, Oceano, California 93475-0339
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www.sslocsd.us

May 20, 2019

Addendum #1 – Request for Statements of Qualifications for Construction Management Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project

Interested parties are hereby informed that the Request for Statements of Qualifications issued on May 9, 2019 by the South San Luis Obispo County Sanitation District (District) for the above project has been amended by the following information. A signed copy of this addendum acknowledging the receipt of this addendum shall be included with the Statements of Qualifications.

1. Communication protocol: A potential proposer directly contacted District staff after the RFQ was released. Direct contact with District staff or District Board members regarding this project is prohibited in the RFQ and could be grounds for disqualification. The party was alerted at the initiation of the phone call about the proper communication protocol. The conversation that ensued was related to potential funding from USDA and concern regarding potential review time for the upfront construction documents.

The intention for providing this information is to be transparent to all potential proposers. Failure to comply with the requirements defined in the RFQ will be taken into consideration during review of Statements of Qualifications. Any inquires, meeting requests, or comments regarding the RFQ should be directed to the District's Project Manager, Eileen Shields, at eshields@mknassociates.us.

2. Meeting with Project Manager and District staff: At the proposer's preference, the potential meeting with the District's Project Manager and District staff can be either a) one meeting for up to two hours, or b) two meetings for up to one hour each. General availability is noted in the RFQ under Section 1.D.
3. Scope of Work Task 2.16 – Special Inspection Services and Materials Testing: The District's Design Engineer team will be providing engineering services during construction, including some Geotechnical Engineering services from the design Geotechnical Engineer, Yeh & Associates. These services include office engineering (submittal review, response to RFIs, etc.), observation of ground improvement installations, selection of CPT locations for ground improvement area, and some observation of structure excavations, subgrade preparation and foundation stabilization for structures and pipeline trenches. It does not include compaction testing, soils materials testing, or any other special inspection or materials testing. Yeh & Associates will not

be onsite full time. The CM team shall provide for observation of excavations, fill placement, and compaction. Per Specification Section 02300, the Contractor will be responsible for compaction testing. The CM should provide for sporadic Quality Control review of the Contractor’s testing.

4. Q: Would Yeh & Associates be eligible for geotechnical services under the CM Team?

A: For clarity and to avoid the perception of scope overlap between the Design Engineer and the Construction Management team from potential funding agencies, members of the design team are not eligible to participate in Construction Management services for this project, including the Geotechnical Engineer.

5. Q: Are details regarding the estimated 30-month construction schedule available?

A: The District’s Design Engineer provided the following breakdown for the construction schedule estimate:

Task	Duration
Construction	130 weeks
Phase 1 construction	91 weeks
Phase 1 startup	6 weeks
Phase 1 commissioning	7 weeks
Phase 2 construction	16 weeks
Phase 2 startup	1 week
Phase 2 commissioning	1 week
Punchlist activities, final acceptance	8 weeks

6. Q: Will the Construction Manager’s trailer be provided by the Contractor?

A: Yes, per Specification Section 01500, the contractor will provide a “trailer-type temporary structure for the Engineer’s exclusive use as an office”. The office includes furnishings and utilities (water, sewer, internet, and electrical) for the project duration.

Signed,



Jeremy Ghent
District Administrator

Acknowledgement of Addendum No. 1



Greg Chelini, PE
Vice President

Addendum No. 2 Acknowledgment



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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June 10, 2019

Addendum #2 – Request for Statements of Qualifications for Construction Management Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project

Interested parties are hereby informed that the Request for Statements of Qualifications issued on May 9, 2019 by the South San Luis Obispo County Sanitation District (District) for the above project has been amended by the following information. A signed copy of this addendum acknowledging the receipt of this addendum shall be included with the Statements of Qualifications.

1. Submittal date for Statements of Qualifications and schedule: The submittal deadline for the Statements of Qualifications (SOQ) has been extended to **4:00 PM PST on July 31, 2019**.

The deadline for requests for information has been extended to 5:00 PM PST, July 16, 2019. All requests for information shall be submitted in writing and directed to the District’s Project Manager: Eileen Shields at eshields@mknassociates.us. Responses and addenda will be posted on the District’s website by July 24, 2019.

The updated project schedule is summarized below. The dates are tentative and subject to change.

Table 4 – Anticipated Project Schedule	
Issue RFQ	May 9, 2019
Pre-SOQ Meeting	May 14, 2019, at 2:00 PM
Individual Meetings/Site Visits	May 15 – 17, 2019 Week of May 20, 2019 June 2 to June 6, 2019
Written Questions Due	July 16, 2019, at 5:00 PM
Responses to Questions Posted	July 24, 2019
SOQs Due	July 31, 2019, at 4:00 PM

South San Luis Obispo County Sanitation District

June 10, 2019

Notification of Consultant Shortlist (at District's Option)	August 9, 2019
Consultant Interviews (at the District's Option)	Week of August 19, 2019
Contract Negotiation with Top-Ranked Consultant	August 26 – September 12, 2019
Consultant Selection / Board Approval	October 2, 2019
Notice to Proceed	October 3, 2019
Construction Bidding	Winter 2019/2020 (tentative)
Construction	May 2020 – November 2022 (tentative)

2. Project Labor Agreement Update: At the June 5, 2019 District Board meeting, a motion was passed directing staff to issue an addendum to this RFQ for CM Services indicating that the Construction Management team will be subject to the pending Project Labor Agreement. The same motion directed staff to extend the SOQ due date to July 31st. The District is in current negotiations with the Local Trades Organization on a Project Labor Agreement, or Community Workforce Agreement (CWA), for the WWTP Redundancy Project. The current draft CWA is available for review by firms interested in pursuing the Construction Management Services upon request by completion and submittal of the attached non-disclosure agreement.

3. Section II.C. Task 2.12 Change Orders – Remove and replace the second bullet with the following:
 - Review change order requests from the Contractor; assess the impacts of the proposed change on the Contractor's schedule and operations; provide an independent assessment and cost estimate of the change, as needed; and prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.

4. Status of PG&E Design: Relocation of PG&E electrical service is included in the WWTP Redundancy Project, as indicated in the plans and specifications. The District has submitted the application to PG&E and paid the initial fee. The District recently received notification from PG&E that their design is scheduled to begin the week of June 17, 2019.

5. Question: Does the estimated construction cost estimate include escalation?
 Answer: Yes, the RFQ notes the engineer's opinion of construction cost as \$21,300,000. This includes \$1,023,727 in cost escalation, which was based on an estimated 3 percent per year.

6. Question: Is a printer/copier for the CM Office included in the contractor's scope of work?
 Answer: Yes, a printer/copier and monthly service for the CM office trailer is included in the contractor's scope of work. Refer to Specification Section 01500 for details.

South San Luis Obispo County Sanitation District

June 10, 2019

7. Question: Are inspection services for electrical and instrumentation and controls part of the construction management scope of work?

Answer: The contractor will be performing the inspection, testing, and startup. The Construction Manager shall provide experienced personnel to observe and ensure the required testing is completed satisfactorily and coordinate with the District's team.

Signed,



Jeremy Ghent
District Administrator

Acknowledgement of Addendum No. 2



Greg Chelini, PE
Vice President

Attachment: Non-disclosure agreement for receipt of draft Community Workforce Agreement for the WWTP Redundancy Project.

Addendum No. 3 Acknowledgment



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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July 12, 2019

Addendum #3 – Request for Statements of Qualifications for Construction Management Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project

Interested parties are hereby informed that the Request for Statements of Qualifications issued on May 9, 2019 by the South San Luis Obispo County Sanitation District (District) for the above project has been amended by the following information. A signed copy of this addendum acknowledging the receipt of this addendum shall be included with the Statements of Qualifications.

1. The District invites specific questions regarding the draft Community Workforce Agreement (CWA). The District Board of Directors will be meeting to consider the draft CWA and discuss potential impacts to the RFQ for CM services on Wednesday July 17, 2019 at 6:00 PM. The agenda and meeting information can be viewed on the District’s website at www.sslocsd.us
2. The following list of firms that perform testing and inspection services that are also currently signatory to the union was provided to the District by the Local 12 Union of Operating Engineers:

AESCO Technologies, Inc.
ARB, Inc.
G3 Quality, Inc.
Inspection Services, Inc.
KTI, Inc.
Premier Consulting Services, Corp.
QC Southwest, Inc.
RMA Group, Inc.
Sequoia Consultants, Inc.
Smith Emery Company, Inc.
The L.K.R Group, Inc.
Twining Inc.

South San Luis Obispo County Sanitation District

July 12, 2019

3. Question: Per the RFQ, the cost proposal will not be submitted until after the interviews, however, should standard hourly rates be submitted with the SOQ?
Answer: Yes, per Section III.A.4, provide a fee schedule with hourly rates and the basis for charging other direction costs.
4. Question: For the proposal total page count requirements to be met, does an 11x17 sheet count as 2 pages?
Answer: If the 11x17 sheet includes substantial text, it may count as two pages. Graphics will be excluded from the page count.
5. Question: May the following be placed in an Appendix and excluded from the page count?
 - a. Contract Exceptions and
 - b. Statement of Contract DisqualificationsAnswer: Yes, the two noted items will be excluded from the page count.
6. Question: Regarding General Conditions Section 00700, are there any minimum self-perform requirements that the General Contractor must adhere to?
Answer: No, there is not a minimum self-performance requirement currently specified.
7. Question: The bid documents appear to indicate that the General Contractor bids will be due on September 25th, 2019. When does the District anticipate the bids to be advertised?
Answer: Per the anticipated project schedule, as updated in Addendum #2, construction bidding is tentatively scheduled for Winter 2019/2020. The bid documents are in draft form and will be updated.
8. Question: 00420 BIDDERS QUALIFICATIONS REFERENCE PROJECTS. Can these minimum qualifications for the treatment facilities and pipeline work as well as the Project Manager/Project Superintendent qualifications be modified before bids advertisement?
Answer: The District welcomes comments on the contract documents from the interested proposers. There may be opportunity to revise the draft final bidding documents prior to construction bid.
9. Question: Is there a requirement for the bidders to include a list of equipment manufacturers that the GC is proposing, with its bid?
Answer: No, there is not a requirement to include a list of equipment manufacturers with the bid. The contractual basis of bid is the first named manufacturer per Article 9 of Section 00100, as the contract is awarded without consideration of substitute or proposed equivalent items, so there is no need to submit a list. If a contractor opts to include an "or equal" product in its bid they do so at risk. The design is based on the first named manufacturer per Section 00700 Paragraph 8.6. Proposed equivalent items must be submitted for consideration within 35 days of NTP per Section 00700 Paragraph 8.3. The Contractor is responsible for all costs associated with accommodation of proposed equivalent items.

South San Luis Obispo County Sanitation District

July 12, 2019

10. Question: Specification Section 16205-1 Standby Diesel Engine Generator Set, Subsection 1.01 B states "two" complete and operable standby systems. Was the intent to purchase two with one as a back-up spare or is this an error in the specifications?

Answer: This is an error in the specifications – thank you for pointing this out. We will correct this in an addendum during bidding.

Signed,



Jeremy Ghent
District Administrator

Acknowledgement of Addendum No. 3



Greg Chelini, PE
Vice President

Addendum No. 4 Acknowledgment



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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July 19, 2019

Addendum #4 – Request for Statements of Qualifications for Construction Management Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project

Interested parties are hereby informed that the Request for Statements of Qualifications (RFQ) issued on May 9, 2019 by the South San Luis Obispo County Sanitation District (District) for the above project has been amended by the following information. A signed copy of this addendum acknowledging the receipt of this addendum shall be included with the Statements of Qualifications.

1. Submittal date for Statements of Qualifications and schedule: The submittal deadline for the Statements of Qualifications (SOQ) has been extended to **4:00 PM PST on August 14, 2019.**

The deadline for requests for information has been extended to 5:00 PM PST, August 1, 2019. All requests for information shall be submitted in writing and directed to the District’s Project Manager: Eileen Shields at eshields@mknassociates.us. Responses and addenda will be posted on the District’s website by August 7, 2019.

The updated project schedule is summarized below. The dates are tentative and subject to change.

Table 4 – Anticipated Project Schedule	
Issue RFQ	May 9, 2019
Pre-SOQ Meeting	May 14, 2019, at 2:00 PM
Individual Meetings/Site Visits	May 15 – 17, 2019 Week of May 20, 2019 June 2 to June 6, 2019
Written Questions Due	August 1, 2019, at 5:00 PM
Responses to Questions Posted	August 7, 2019

South San Luis Obispo County Sanitation District

July 19, 2019

SOQs Due	August 14, 2019, at 4:00 PM
Notification of Consultant Shortlist (at District's Option)	August 23, 2019
Consultant Interviews (at the District's Option)	Week of September 2, 2019
Contract Negotiation with Top-Ranked Consultant	September 9 – September 25, 2019
Consultant Selection / Board Approval	October 2, 2019
Notice to Proceed	October 3, 2019
Construction Bidding	Winter 2019/2020 (tentative)
Construction	May 2020 – November 2022 (tentative)

2. Project Labor Agreement Update: Based on additional information received since June 5, 2019, the District Board passed a motion at the July 17, 2019 Board Meeting directing staff to issue an addendum to this RFQ for Construction Management Services indicating that the Construction Management contract **will not** be subject to the pending Community Workforce Agreement (Project Labor Agreement).

3. The following requests for information all relate to the draft Community Workforce Agreement. Per Item 2 of this addendum, the Construction Management contract will no longer be subject to the Community Workforce Agreement and we assume this will satisfy as the response. If any of the requests are still material to preparation of the Statement of Qualifications, please contact us.
 - a. Can the District provide a current copy of the Master Labor Agreement for inspectors, field soils and materials testers that is included by reference in the draft Community Workforce Agreement (Section 3.7)?
 - b. Can the District provide a tabulation of the representation dues (monthly window and working dues) that must be paid by covered employees to the Operating Engineers union as representation fees (Section 4.9) and any other documents that employees will be required to execute to be represented by the Operating Engineers union?
 - c. Can the District provide a copy of the Subscription Agreement referenced in Section 3.7.2 of the draft Community Workforce Agreement that the successful respondent will be required to enter into with the Operating Engineers? Alternatively, can the District confirm that the successful respondent will not be required to enter into a Subscription Agreement with the Operating Engineers?

South San Luis Obispo County Sanitation District

July 19, 2019

- d. Can the District clarify how many hours an inspector must work to be vested in the union pension program? Please provide any documentation that describes the union pension and vesting process.
- e. Can the District provide a description of the health insurance benefits provided by the union trust as a part of the fringe benefits package? This information would be helpful in comparing current health insurance benefits for salaried non-union employees with benefits that would be provided by the union trust under the Community Workforce Agreement.

Signed,



Jeremy Ghent
District Administrator

Acknowledgement of Addendum No. 4



Greg Chelini, PE
Vice President

Addendum No. 5 Acknowledgment



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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August 7, 2019

Addendum #5 – Request for Statements of Qualifications for Construction Management Services for the South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project

Interested parties are hereby informed that the Request for Statements of Qualifications (RFQ) issued on May 9, 2019 by the South San Luis Obispo County Sanitation District (District) for the above project has been amended by the following information. A signed copy of this addendum acknowledging the receipt of this addendum shall be included with the Statements of Qualifications.

1. Question: Task 2.16 of the RFQ – Special Inspection Services and Materials Testing, includes soil and foundations inspection in the scope of work to be performed by the successful Construction Management Firm. Specification Section 02300, Part 1.04.B.2 of the Project Manual states “The Contractor shall retain the services of a qualified independent professional geotechnical engineering firm subcontractor to perform all specified import fill and field testing requirements.” Note 3 under “Special Inspections and Tests – General” on Sheet S002 of the Contract Drawings states “Independence: The Approved agency and/or inspectors shall not be compensated by the contractor.” Is the District’s intent that field soils materials testing be provided by the Construction Manager or by the contractor? Do tests performed by the contractor conflict with the “independence” requirements in the Contract Drawings? Please clarify.

Answer: The intent is for both the construction management firm and the contractor to provide field materials and soils testing, with the contractor providing primary quality control and the construction management firm providing checks for quality assurance. Field testing performed by the construction management firm would satisfy the requirement for independence from the contractor. Please refer to Section 02300, Paragraph 1.04.B.1 for services to be provided by the Owner or Engineer. The services listed, except for the observation of deep soils compaction (stone columns), shall be provided by the construction management team. Yeh and Associates, as a subconsultant to KJ, will provide observation of the stone columns installation. The Contractor shall provide field soils and material testing as described in Section 02300, Paragraph 1.04.B.2 and the frequency of the Contractor’s testing is defined in other Section of Section 02300. Please note that we are planning to issue an addendum to correct the language on frequency of Contractor testing in Paragraph 3.09.G to indicate the following:

“G. Testing Frequency (Provided by Contractor):

1. Trench Backfill: Test every 200 lineal feet of trench for each 2 feet of fill and for each fill type.
2. Backfill underneath Structures (concrete slabs on grade, buildings, tanks, etc.): Test every 200 square feet for each 2 feet of fill and for each fill type. Contractor shall provide no less than two tests per structure for each 2 feet of fill.
3. Other Earthwork: Test every 500 square feet for each 2 feet of fill.”

2. Question: Will the Geotechnical Engineer of Record, Yeh and Associates, be willing to certify the subgrade of major structures to satisfy the Structural Observation requirements of the contract and the California Building Code if the routine compaction testing and special inspections included on Sheet S002 of the Contract Drawings are performed by a third party?

Answer: Yes, Yeh will certify provided they are allowed periodic visits at milestones for preparation of subgrade and to review reports of compaction testing and observations by the materials testing and inspection firm. These site visits are included in Yeh’s scope of work as a subconsultant to KJ. The construction management firm will need to coordinate with KJ and Yeh on the timing of these visits.

3. Question: Will Yeh and associates require that the firm performing compaction testing and special inspections assume the responsibility of the Geotechnical Engineer of Record?

Answer: No, hence the reason that Yeh and Associates shall be involved with the review of materials testing and inspection during construction. Yeh will remain as GER and shall be given notice for involvement to review the items listed in the RFQ and Addendum.

4. Question: Please confirm that the Structural Observations listed on Sheet S002 of the Contract Drawings will be performed by the Design Engineer/Geotechnical Engineer of Record and not the Construction Manager.

Answer: Items 3.A/B/C of the structural observations section (between gridlines C and E/0 and 1 on Sheet S002) will be provided by Kennedy/Jenks structural engineer. Concrete, CMU, other inspections would be provided by the construction management firm. The construction management firm will need to coordinate with KJ to have KJ’s structural engineer on site at the appropriate times.

Signed,



Jeremy Ghent
District Administrator

Acknowledgement of Addendum No. 5

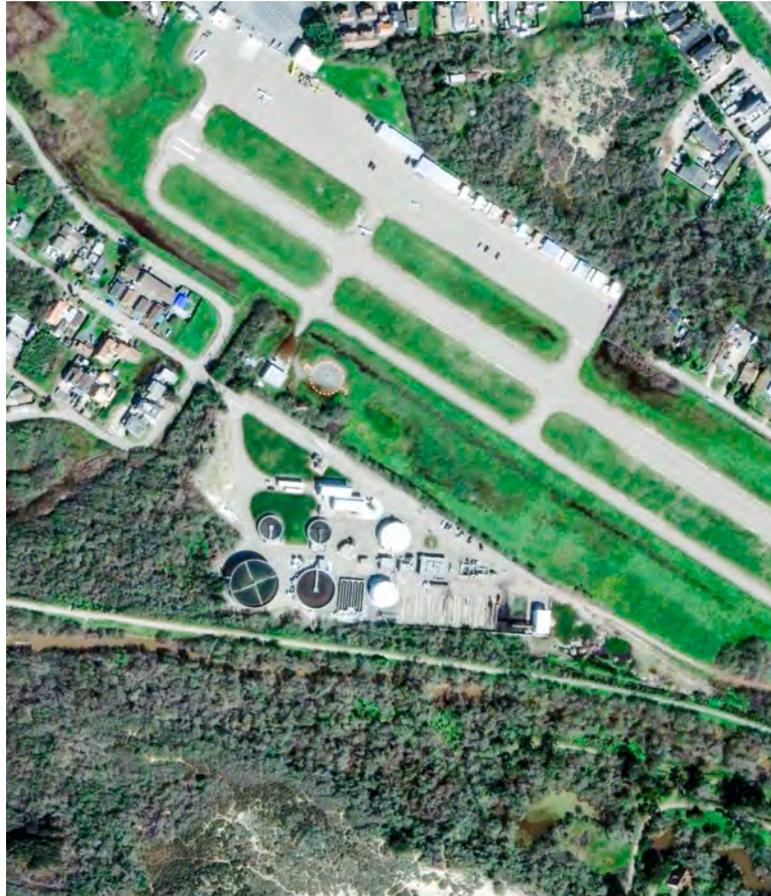


Greg Chelini, PE
Vice President

D

APPENDIX

Standard Rates





Appendix D. Standard Rates



Firm	PG
MNS Standard Rates	D-2
Earth Systems Standard Rates	D-3

MNS Standard Rates

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$275
Senior Project/Program Manager	250
Project/Program Manager	235
Assistant Project/Program Manager	180
Senior Project Coordinator	155
Project Coordinator	125

CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$250
Senior Construction Manager	235
Resident Engineer.....	215
Structure Representative.....	190
Construction Manager	185
Assistant Resident Engineer.....	165
Construction Inspector (PW)	155
Office Administrator	105

SURVEYING

Principal Surveyor	\$225
Lead Surveyor.....	215
Senior Survey Project Manager	205
Supervising Surveyor	200
Senior Project Surveyor	180
Project Surveyor	160
Senior Land Title Analyst.....	155
Associate Project Surveyor	145
Assistant Project Surveyor	130
Party Chief	155
Chainperson.....	135
One-Person Survey Crew	185

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2020.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for non-exempt employees and other classification will be charged at 1 x hourly rate.





Earth Systems Standard Rates

(Effective January 1, 2019)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$205.00
Associate Professional	\$185.00
Senior Professional	\$165.00
Project Professional	\$150.00
Staff Professional	\$135.00
Special Inspector, Prevailing Wage*	\$125.00
Technician, Prevailing Wage*	\$120.00
Special Services/Caltrans Technician *	\$120.00
Special Services Technician.....	\$101.00
Special Inspector.....	\$90.00
Technical Assistant.....	\$88.00
Technician	\$85.00
Clerical/Administrative	\$75.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge.
2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half. Work performed on Sundays and holidays, or when time exceeds 12 hours in one day, is at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
3. Charges are calculated in one-hour increments and accumulate on a portal-to-portal basis.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of \$0.75/mile (portal-to-portal).
6. Nuclear density gauge charge: \$10.00/test.
7. Weekly special inspection report charge: \$130.00
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20%. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: \$25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
11. Rates are effective through December 31, 2019.

PREVAILING WAGE PROJECTS

1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and after 4 hours will be billed in 1-hour increments.
2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
3. Electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$75.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative service rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2019)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$85.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$105.00
Atterberg Limits: Plasticity Index	\$190.00
California Bearing Ratio, 3 Points; Incl. Ref Maximum Density	\$565.00
California Bearing Ratio, 9 Points; Incl. Ref Maximum Density	\$935.00
Consolidation, One Dimensional	\$195.00
Consolidation, Timed, Per Point	\$90.00
Corrosivity Tests	Per Quote
Direct Shear, Per Point, 3 Points Minimum	\$95.00
Expansion Index Test	\$185.00
Maximum Density and Optimum Moisture: 4" Mold	\$245.00
Maximum Density and Optimum Moisture: 6" Mold	\$245.00
Maximum Density and Optimum Moisture: California Impact	\$285.00
Moisture and Unit Weight Determination, from Ring Samples	\$35.00
Moisture Only.....	\$30.00
Permeability Tests, Constant Head or Falling Head	Per Quote
R-Value	\$290.00
R-Value, CA State Highway/Set of 3, Cement, Lime, Other Additives	\$365.00
Hydro Collapse Potential	\$155.00
Sieve/Hydrometer Analysis, Assumed Specific Gravity, with 200 Wash	\$230.00
Sieve Analysis, Aggregate Base/Subbase	\$145.00
Sieve Analysis 200 Wash Only	\$85.00
Sieve Analysis with Wash	\$115.00
Sieve Analysis, Oversize Material	\$205.00
Specific Gravity	\$135.00
Swell Test, Undisturbed.....	\$195.00
Swell Test, Remolded	\$220.00
Unconfined Compressive Strength, Untreated	\$95.00
Unconfined Compressive Strength, Lime or Cement Treated Material	\$480.00
Environmental Recycling Fee, Per Sample	\$2.00

THERMAL RESISTIVITY TESTS

Concrete, 1 Point with Moisture Content (Requires Special Collection Process)	Per Quote
Field Testing using Thermal Resistivity Meter.....	Per Quote
Soil, Per Moisture Point, Per Sample.....	Per Quote
Soil, 3 Moisture Points with Dry-Out Curve, Per Sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions.....	\$265.00
Absorption, Coarse Aggregate	\$75.00
Absorption, Fine Aggregate.....	\$115.00
Clay Lumps and Friable Particles in Aggregate.....	\$115.00
Cleanness Value of Coarse Aggregate	\$135.00
Crushed Particles, Each Size	\$115.00
Durability Index, Coarse or Fine Aggregate.....	\$145.00



FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2019)

CONCRETE AGGREGATE-Continued

Flat and Elongated Particles in Aggregate	\$115.00
Organic Impurities in Fine Aggregate	\$85.00
Potential Reactivity of Aggregate by Chemical Method, Each Size	Per Quote
Sand Equivalent	\$125.00
Sieve Analysis, Washed	\$145.00
Soundness, Sodium Sulfate, 5 Cycles	\$340.00
Specific Gravity, Coarse Aggregate.....	\$95.00
Specific Gravity, Fine Aggregate	\$130.00
Uncompacted Void Content of Fine Aggregate, with Fine Aggregate Angularity	\$230.00
Unit Weight of Aggregate.....	\$85.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$35.00
Compression Test of Cored Samples, Cored at Laboratory.....	\$95.00
Compression Test of Cores Delivered by Others.....	\$65.00
Compression Test of Lightweight Concrete	\$32.00
Density of Concrete Cylinders	\$70.00
Density of Hardened Concrete	\$85.00
Flexural Strength, Simple Beam with Third Point Loading	\$105.00
Grading of Shotcrete Cores	\$65.00
Sample Storage, Monthly Per Sample.....	\$35.00
Shrinkage, Set of 3.....	\$345.00
Unit Weight of Lightweight Concrete.....	\$60.00
Enviro Recycling Fee, Per Cylinder, Core or Beam	\$2.00
Enviro Recycling Fee, Per Flex Beam	\$2.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam.....	\$55.00

MASONRY

Absorption of Block, Set of 3	\$115.00
Compression Test, 2" x 4" Mortar Cylinders	\$32.00
Compression Test, 3" x 3" x 6" Grout Samples	\$32.00
Compression Test on Block, Set of 3	\$155.00
Compression Test on Grouted Prisms, Includes Cutting	\$135.00
Compression Test on Masonry Cores.....	\$60.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, Set of 3.....	\$230.00
Moisture Content of Block as Received, Set of 3	\$75.00
Shear Test on Masonry Cores, 2 faces	\$100.00
Specific Gravity and Unit Weight of Block, Set of 3.....	\$90.00
Enviro Recycling Fee, Per Masonry Prism.....	\$2.00
Enviro Recycling Fee, Per Mortar or Grout Sample.....	\$2.00

FIREPROOFING

Fireproof Bond Test.....	Per Quote
Fireproofing Density Test	\$70.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples.....	\$55.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 3	\$205.00
Compaction of Lab Samples, CA Kneading Compactor, Set of 5	\$335.00
Compaction of Lab Samples, Marshall Method Set of 3 – (50 blows/side).....	\$235.00
Compaction of Lab Samples, Marshall Method Set of 3 – (75 blows/side).....	\$250.00
Extraction of Oil from A.C. Mixtures.....	Per Quote
Extraction of Oil from Rubberized Mixtures.....	Per Quote
Gyratory Compactor, Per Set of Field Mixed Asphalt.....	\$485.00



FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2019)

ASPHALT CONCRETE-Continued

Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt.....	\$785.00
Ignition Oven Binder Content, After Initial Correction Value is Determined	\$230.00
Ignition Oven Binder Content Correction Value Per Mix Design, Average of 3.....	\$780.00
Ignition Oven Gradation Correction Value, Per Mix Design	Per Quote
Moisture Content	\$35.00
Sieve Analysis of Extracted Aggregate.....	\$275.00
Sieve Analysis of Ignition Oven Residue	\$160.00
Specific Gravity, Theoretical Maximum, Rice Method	\$125.00
Stability and Flow, Marshall Apparatus, Set of 3.....	\$205.00
Stabilometer, Hveem S-Value, Set of 3	\$315.00
Enviro Recycling Fee, Per Sample	\$2.00
Enviro Recycling Fee for Extracted Oils	\$35.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, Sample Preparation Not Included	\$65.00
Pipe Flattening Test, Sample Preparation Not Included	\$65.00
Reinforcing Steel Coupler Tensile and Slip Tests.....	\$165.00
Structural Steel Bend Test, Sample Preparation Not Included.....	\$65.00
Structural Steel Machining/Sample Preparation.....	cost + 20%
Structural Steel Tensile Test, Sample Prep Not Included	\$65.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$105.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro Recycling Fee, Per Sample.....	\$2.00

BOLT TESTS

Bolt Tests, Chemical or Mechanical.....	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, Per Position	Per Quote
AWS D1.1: 1" Plate, Per Position.....	Per Quote
AWS D1.3: Sheet Steel.....	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-Volt Portable Electric Generator	\$105.00/day
Anchor Pull Test Equipment	\$35.00/hr.
Bailer (Disposable) with Dedicated Rope	\$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	\$60.00/hr.
Concrete Slab Moisture Transition Kit.....	\$35.00/ea.
Conductivity Meter.....	cost + 20%
Cut-Off Saw.....	\$80.00/day
Double Ring Infiltrimeter (Per Set).....	\$155.00/day
Drum Dolly.....	\$30.00/day
Drums	\$80.00/ea.
Dynamometer, In-line Scale	\$55.00/day
Hammer Drill	\$55.00/day
Hand Auger/Sampler Equipment	\$55.00/day
LOCK N' LOAD® VOC Sample Preservation System	\$25.00/ea.
Magnetic Particle Equipment	\$30.00/hr.
Manometer.....	\$105.00/day
Mini-Troll Groundwater Level Transducer	\$105.00/day
Mobile Laboratory.....	Per Quote



FEE SCHEDULE - MATERIALS TESTING - Continued

(Effective January 1, 2019)

EQUIPMENT/CHARGES (Does Not Include Personnel)-Continued

Nuclear Density Equipment, Per Test.....	\$10.00/ea.
Paint Thickness Meter	\$30.00/hr.
Percolation Tank System and Trailer	\$255.00/day
Personal Protective Equipment Level C.....	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer).....	\$55.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	\$100.00/half day
Safety and Specialty Equipment.....	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$80.00/day
Slope Inclinometer Equipment, Per Hole	\$30.00/day
Soil Sampling Containers (Metal)	\$20.00/ea.
Soil Sampling Containers (Glass)	\$7.50/ea.
Tape Extensometer	\$30.00/hr.
Tension Equipment	\$205.00/day
Torque/Tension Equipment	\$205.00/day
Water Level Indicator	\$50.00/day
Winsor Probe, Set of 3.....	\$105.00/day
Per Diem	Per Quote
DIR Compliance/eCPR, Per Week.....	\$75.00
DSA Box Posting, Per Week.....	\$75.00
Vehicle Mileage Charge.....	\$0.75/mile



DRILLING SERVICES

(Effective January 1, 2019)

DRILLING AND SAMPLING CAPABILITIES

- Geotechnical borings to depths of 90 feet.
- Borings for hazardous materials studies.
- Monitoring well and piezometer installation.
- Drill crews experienced in hazardous materials drilling and sample acquisition.
- Drill crews trained in 40-hour Health and Safety course (HAZWOPER).
- Steam cleaners, grout mixers, and other auxiliary equipment available.
- Standard Penetration Sampler (2" o.d. split spoon).
- Modified California Sampler (lengths: 18", 24", 3" o.d.; 2.5" i.d. rings); resin fiber, brass, or stainless steel rings available.
- Shelby Tubes (3" i.d.).

DRILLING RATES (NON-PREVAILING WAGE)

DRILLING EQUIPMENT/PERSONNEL

Mobile B-53 with driller and helper	\$295.00/hr.
Simco EP200 direct-push rig with driller and helper.....	\$295.00/hr.
Additional drill helper	\$85.00/hr.
Driller/Rig preparation.....	\$85.00/hr.
Staff Professional.....	\$135.00/hr.

AUXILIARY EQUIPMENT/MISCELLANEOUS

Support truck.....	\$115.00/day + \$0.75/mile
Drill support trailer	\$130.00/day
Generator	\$105.00/day
Per diem	Per Quote
Traffic control equipment (signs, cones)	Per Quote

DRILLING RATES (PREVAILING WAGE)

Mobile B-53 with driller and helper	\$340.00/hr.
Simco EP200 direct-push rig.....	\$340.00/hr.
Additional drill helper.....	\$120.00/hr.

Hourly rates for prevailing wage projects are subject to adjustment based upon changes in general prevailing wage determinations or their application by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2019.

BASIS OF CHARGES

1. Minimum drill time is 4 hours. Drill crew overtime (hours more than 8 hours a day) and Saturday work are 1.5 times the hourly rate. Sunday work is two times the hourly rate. Holiday work is per quote.
2. Rates for 3-man crew available on request.
3. Assembly and demobilization of materials are charged at an hourly rate of \$85.00/hr.
4. Subcontractors are charged on a cost plus 20% basis.
5. Materials are charged on a cost plus 20% basis.
6. Drilling in material that causes more than normal wear to the equipment may be subject to additional charges. The client will be notified prior to drilling in such material.
7. Earth Systems Pacific's drillers and drill crews have been trained in the 40-hour course developed by the EPA and will satisfy the Federal OSHA requirements (29-CFR 1910-120) for personnel working on sites containing hazardous materials.
8. Drilling jobs must be confirmed a minimum of 48 hours prior to the start of work. Jobs cancelled less than 48 hours prior to the start of work will be subject to the 4-hour minimum charge, plus any charges for material acquisition, rig preparation, etc., that have been incurred.
9. The client is responsible for the accurate location of all subterranean structures and utilities, and agrees to waive any claim against Earth Systems Pacific for damage done to subterranean structures and utilities not identified or accurately located. The client also agrees to obtain free access to the site for all equipment and personnel necessary for Earth Systems Pacific to perform the work.



EXPERT WITNESS SERVICES
 (Effective January 1, 2019)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$420.00
Associate Professional	\$320.00
Senior Professional	\$275.00
Clerical/Admin Services	\$110.00

SPECIAL SERVICES

Deposition	\$420.00/hr.
Arbitration	\$420.00/hr.
Court Appearance/Hearings	\$2,000.00/half day
Standby to Appear	\$1,000.00/day

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

4

Section 4. Revisions to Scope of Work



MNS also regularly performs internal audits of its field operations to ensure the proper implementation of procedures for MNS' QAP. These internal audits focus on inspection procedures, inspection documentation, data quality, the document control system, CPM schedule analysis, quality assurance documentation, and the safety program.

Work Plan to Meet Scope Requirements

MNS has reviewed and understands the District's construction management requirements for this important project.

Our management plan ensures MNS always controls and administers this project as an advocate for the District.

Our CM team's relevant experience allows them to provide overall administration of the construction process based on their unique ability to fully understand the construction process, work proactively to identify problems early, and mitigate each risk before it affects the



project performance goals. MNS proactively serves as the project's administrator and provides consistent coordination between all project stakeholders including the District, plant operations staff, Design Engineer, and selected construction contractor and subcontractors.

MNS has thoroughly reviewed the CM RFQ; we confirm our team will provide all scope of work tasks as outlined in the RFQ Section II Description of Work, Item C Scope of Work—Task Group 1, Pre-Construction Phase; Task Group 2, Construction Phase; and Task Group 3, Post-Construction Phase. The following work plan details MNS' construction management approach to achieve the District's Key Performance Indicators (KPIs).

TASK 1 Pre-Construction Phase



TASK 1.1 Kick-off Meeting

As the first order of work, MNS will schedule a kick-off meeting with the District to establish a line of communication as well as the protocol and procedures to be used throughout the project. The Project Manager and Design Engineer will be invited to discuss the intent of the plans as well as any coordination, operational, permit, or funding concerns.

TASK 1.2 Risk Matrix

MNS considers proactive risk identification and mitigation strategies throughout the life of the project as one of the most important functions of an effective construction management team. Our experience in the construction of these facilities provides us with an understanding of the project construction and the methods to ensure the project milestones are consistently maintained and achieved. We have already developed a preliminary risk matrix based on our similar project experience

and review of the available documents. We will further develop a more comprehensive risk matrix to identify potential project risks and provide recommendations on mitigating these risks.

TASK 1.3 Constructability Review

One key strategy for a successful project is to begin the work with a clear and complete set of bid documents. To develop a good set of bid documents, a third-party should thoroughly vet the documents and then corrections should be made before the bid advertisement.

The highly experienced MNS construction team will perform a Constructability Review (CR) on the 100% construction documents. The MNS team will review the documents to determine if there are any built-in problems, flaws that impede construction, or factors that may cause impacts to any project stakeholder in terms of time, cost, or quality. The focus will be to help ensure the work requirements are clear and the documents are coordinated and assist the contractor in bidding a clearly defined scope of work. MNS will submit a CR Report to be shared with all project stakeholders—including the District, Program Manager, and Design Engineer of Record—to improve the bid documents based on the review by the MNS construction team.

The construction documents for review will include the 100% plans, technical specifications, and the proposed bid schedule. The CR team will also review the Special Provisions, the Invitation to Bid, related geotechnical report and/or permit requirements, and any other project-related technical reports provided by the District.

TASK 1.4 Pre-Bid Meetings/Site Walk

MNS will attend a pre-bid meeting and assist the District with any construction questions. MNS reviewed the 100% Plans and Specifications and identified key issues—including a list of the major risks and a detailed mitigation plan—for the project. Additionally, MNS key staff toured the facility to gain familiarity with the project issues during the construction management solicitation period.

TASK 1.5 Review of the Bidder Pre-Qualification Package

The District will pre-qualify bidders using a specific minimum qualification criteria, which will be developed by the project Design Engineer of Record, Kennedy Jenks. MNS will review the subject document and provide input for adjustments before it is published to initiate the pre-qualification phase.

MNS will assist in reviewing the pre-qualification packages, which will include but not be limited to following factors:

Pass or Fail Factors

- Lawsuits against a public agency

- Bankruptcies in the past five years
- Extreme safety violations in the past five years
- Failure to complete contract obligations in the past five years
- Criminal history of proposed staff indicating high-risk individuals on the team

Other Factors

- Adequate payment/performance bonding capacity
- Adequate insurance coverage limits
- Experience with similar projects in similar contractor capacities
- Client references
- Safety records and acceptable EMR scores in the past three years
- Experience of key staff proposed for the project, including the Project Manager and support staff

MNS will also check with its former clients and colleagues in the industry for each bidder's reputation in executing similar projects to help identify the most qualified and competitive firm from the adequate pool of bidders for this important Wastewater Treatment Plant Redundancy Project.

TASK 1.6 Cloud-Based Document Control



Prior to the commencement of construction, MNS will establish a cloud-based construction collaboration and filing system that saves time and reduces risk. MNS will utilize a proven system such as EADOC or Procore to integrate information from the Design Engineer, CM, and Owner's teams. By automating workflow related to document approval and establishing general cloud-based communication, MNS ensures a consistent and reliable avenue of communication for all project stakeholders.

Our proposed office administrator will be responsible for setting up the document control system and training all staff involved with this system including District staff, the Design Engineer, contractors, and subcontractors.

TASK 1.7 Pre-Construction Conference

A pre-construction conference will be scheduled once the Notice of Award is mailed to the contractor. All appropriate parties will be invited including the selected contractor, District staff, Design Engineer, and

any other involved entities at the District's discretion. At the pre-construction meeting, we will discuss special contract requirements/ concerns and establish the protocol to be used throughout the project. MNS will distribute meeting minutes to all parties in attendance. The meeting will highlight the contractor's responsibility for items such as:

- Order of work
- Permit and environmental agreements
- Safety and access
- Progress pay requests
- Labor compliance
- Submittals, RFIs, and Contract Change Orders (CCOs)
- Quality control and materials certification
- Schedule updates and weekly meeting
- Coordination with plant staff and operations

TASK 1.8 Communication Matrix and Protocol

During the pre-construction meeting, we will establish a "who needs to know what and when do they need to know it" communication matrix and protocol. Our cloud-based document control system ensures the document distribution process clearly reflects this communication matrix, defining those items requiring action and providing a resource to store and search for information. This system prioritizes items requiring immediate attention while reducing the burden of excessive emails. The system pre-populates a checklist of predefined recipients based on the type of document forwarded, as determined by the communication matrix, to ensure no one is left out of the loop.

TASK 1.9 Project Management Plan (PMP)

MNS will develop a PMP that defines the project team's administrative responsibilities and assignments including the frequency of task items such as testing and inspection, RFIs, and submittal response times; emergency contacts and action plans; and shutdowns and operational protocol. The PMP will provide each participant—District staff, contractor, subcontractors, and Design Engineer—with detailed information about the project construction administration and document control process.

TASK 2 Construction Phase



TASK 2.1 Construction Administration

As Project Manager, Tanveer Rao, PE, will serve as the District's Representative in charge of project communication and coordination with the CM team, District staff, Design Engineer, and contractor throughout the construction phase.

The day-to-day management and administration will be provided by the On-Site Resident Engineer, Kurt Greeb, PE, with the Office Engineer responsible for project document control. MNS will implement the cloud-based project administration/document control system outlined in Task 1.4 and per the PMP.

TASK 2.2 Meetings/Minutes

MNS will provide coordination services along with meeting minutes for all meetings held during the project. Using our web-based document control system, meeting minutes will be distributed as indicated in the communication matrix protocols no later than the end of the following business day. MNS recommends additional special meetings in addition to the meetings scheduled for weekly and progress discussion and those detailed in the construction specifications. The minutes along with any comments then become part of the official project record.

MNS SPECIAL MEETINGS

MNS strongly encourages our recommended additional special meetings. MNS recognizes some of these additional meetings may be similar to those detailed in the construction specifications. However, while similar in context, these special meetings are detailed herein to highlight their importance for a successful project outcome and the peaceful coexistence of all project stakeholders for the duration of the project.



Fostering clear and concise communication for project expectations, requirements, and processes will mitigate delays, change orders, and claims.

Early Morning Coordination. MNS has learned the three-week-look-ahead schedule process is notoriously incorrect and often does not accurately reflect the work to be accomplished on a given day. In an operating plant, this is dangerous and can lead to unintended consequences for plant operations. To combat this, **MNS requires a short (15-30 minutes) coordination meeting at the start of each workday with the contractor and on-site subcontractors.**

The purpose of the meeting is to review the planned work activities for the day and ensure work activities will not impact ongoing plant operations. The following section provides more detailed information about the planning process for plant shutdowns. The plant operations representative is strongly encouraged to attend these planning meetings. Strict adherence to this protocol greatly reduces the chance of unintended plant issues and eliminates the "I didn't know" problem.

Maintenance of Plant Operations (MOPO). During this meeting (or series of meetings), any anticipated interruptions to plant operations will be planned with the plant operations management, contractor, subcontractors, Design Engineers, and any other project stakeholders who have a vested interest.

Commissioning and Startup. STARTING WITH THE END IN MIND. MNS organizes these meetings to involve all project stakeholders in the planning, commissioning, training, and hand over of plant processes. Generally, these meetings commence within 60 days of the project notice to proceed and continue monthly, to bi-weekly, to weekly, to daily as the work nears completion and startup and commissioning become the project critical path. This series of meetings ensures a smooth startup and commissioning process without any unexpected surprises. The electrical/instrumentation and controls coordination will also be handled during these meetings.

TASK 2.3 Progress Reporting

MNS will prepare and submit a monthly progress report to the District that outlines project progress and includes the following:

- Summary of the work from the prior month and current construction activities.
- Overall contractor's conformance to contract schedule and quality requirements.
- Identification of key problems, action items, and issues—along with recommendations for solutions.
- Summary of progress payments, change orders, disputes, submittals, RFIs, and notices of noncompliance.

- Photographs of representative project activities.
- Key performance indicators of the construction progress.

TASK 2.4 Photographs/Videos

MNS will take pre-construction photos and videos of the plant before the contractor mobilizes. The records and photographs documenting the conditions of the plant and site before starting construction will also be part of the cloud-based project files. Photographs of construction work will be taken continuously throughout the project. Each photograph will have a caption description and be time and date stamped. In addition to documenting progress, photos, and videos—we will document RFI issues and other such items. Photographs are one of the most important elements of a contemporaneous record of the project. These photos/videos will be maintained in the document control system to become part of the project official record.

TASK 2.5 Submittals



Generally, the process of submitting, reviewing, and approving submittals is the most document control intensive portion of the project. Project delays often occur from inefficient document control administration. Our cloud-based document control system will process and document review of the submittals in as few as three clicks; distribute the document as determined in the established communication matrix; and send an email to-do list and reminders of overdue action items each week, if desired, to the action-item holder. This keeps everyone focused on key items requiring attention to keep the project moving forward.

We will review all submittals for general compliance with the contract documents in an attempt to minimize the very difficult and often project-delaying need for resubmittal.

TASK 2.6 Requests for Information/Clarification

The processing and administration of a Request for Information/Clarification (RFI/C) will be similar to the submittal process described previously. However, MNS recognizes that many times—especially in a design-bid-build procurement—the contractor and subconsultants often use the RFI/C as a weapon to delay the project or position for change orders.

MNS maintains consistent collaboration with the contractor teams to provide a proactive review of field or design issues in an attempt to reduce the need for RFIs. In situations requiring input from the Design Engineer, such as in an unknown field condition, MNS will communicate directly with the Design Engineer to determine if verbal direction may be given, which will then be documented with written records. In those cases, where a written RFI must be provided, MNS will, when possible, walk the RFI through the review and response process to provide the contractor direction as quickly as possible.

TASK 2.7 Change Order Administration

Unless requested by the Owner, change orders often become the most contentious element of a project and jeopardizes achieving the project goals and objectives. MNS works proactively to eliminate or reduce project impacts from change orders.

Based upon a thorough understanding of the design and our team’s experience with constructing similar facilities, MNS will work proactively with the contractor, Design Engineer, and District to minimize impacts to the project. MNS will provide first-line management of change order administration including entitlement; project mitigation such as possible alternatives and negotiation as the District’s advocate; verification of cost (estimating); schedule impact analysis and verification; recommendations to the project Owner on acceptance and impact mitigation; and administration of potential change orders, issue files, and change orders with our cloud-based document control system.

TASK 2.8 Scheduling

The MNS management team is highly experienced in scheduling. We will use scheduling effectively to mitigate project impacts due to an interruption of the contractor’s anticipated work progress. Whether due to a change order or some other unforeseen event, careful management of the schedule process reduces overall project impacts.

Our team members understand this process and will provide their decades of expertise in schedule management and delay analysis as an advocate for the District. MNS’ experience along the Central Coast and Northern California on projects of this size indicate many bidding contractors will not have sophisticated tools such as P6 or the in-house expertise to properly schedule a complex project. As a component for project success, MNS will work closely with the contractor to ensure a suitable baseline schedule is developed and approved.

MNS will conduct monthly schedule progress reviews to provide the District with project feedback and a risk log detailing potential risks to the project timeline.

MNS will analyze any purported schedule impacts and proactively work to mitigate such challenges. MNS will advocate for the District

as their schedule and delay expert during this process. Based on the CM RFQ and the associated addenda, the MNS team developed a basic Master Schedule for the project as displayed in Appendix A. This detailed schedule will be used as a live tool each week to manage the overall project schedule.

TASK 2.9 Quality Assurance and Special Inspections

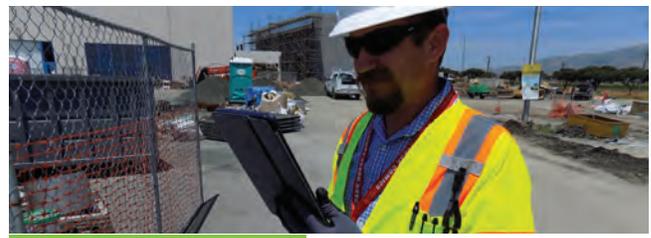
Our QAP begins with a thorough understanding of the project, requirements of the contract documents, and customary methods of construction.

Evolving with Technology

Our construction inspection process continues to evolve with the most current technology available in the marketplace.

The MNS inspection team will use iPads or tablets that integrate directly with our document control system to provide comprehensive inspection services for the project. This combination of cloud-based technologies provides our inspection team with finger-tip reach of the project plans and specifications. By using their iPads or tablets, there is no need to carry printed drawings and specifications to the field.

Using this technology to its fullest allows the inspectors to communicate quickly and efficiently with the Design Engineers to identify issues and receive responses within minutes rather than days. Pictures to accompany RFI issues are uploaded instantly. RFIs are transmitted to the Design Engineers immediately.



The MNS inspection team is currently using this technology for projects at the San Jose-Santa Clara Regional Wastewater Facility, City of San Jose.

Our QAP entails a process based on rigorous attention to detail and clear communication of expectations to the contractor. This process begins with inspection and test planning.



Inspection and Test Planning (ITP) Process.

These meetings will be held with the contractor, subcontractors, project special inspection team, and even the Design Engineer when necessary. The meeting ensures the contractors and subcontractors understand the inspection

requirements of the contract document and any additional project stakeholders. Each specification section is reviewed and "hold for" inspection points are developed and documented in the project records. Inspection and testing formats will be developed along with notification of inspection needs protocols.

MNS Inspectors will provide daily inspection and coordination for the project. Materials testing and special inspections will be provided by Earth Systems. The combination of these two special inspection teams allows MNS to provide a combination of resources and inter-relationships with the District that best serves all of the District's needs.

TASK 2.10 Materials Testing Services



The anticipated presence of groundwater and the need for dewatering during construction moves the foundation and soils portion of the work onto the project risk log.

MNS will work with Earth Systems to provide the District with special attention to this critical element. This effort will be coordinated with the District's specialty Geotechnical consultant, Yeh & Associates, Inc., who will be contracted as a subconsultant to the Design Engineer, Kennedy/Jenks Consultants.

Earth Systems is very familiar with the project and has also provided materials testing, geotechnical, and special inspection services for several previous projects for the District.

As described earlier, this process will provide the contractor's team with the exact testing and inspection requirements for each element of the work. This process mitigates delays resulting from insufficient planning as the contractor's team can organize their work to ensure the proper special inspectors are on the site to complete timely point inspections.

TASK 2.11 Progress Pay Applications

As part of our initial pre-construction activities, MNS will work with the contractor to develop a reasonable schedule of values that accurately represents the cost of the work. Unbalanced schedules of value or schedules that do not accurately reflect the true value of the work to be performed will not be allowed.

Once a schedule of values is approved, MNS will work with the contractor's team on a monthly basis to ascertain the fair value of the work completed since the last period and apply this to the pay

spreadsheet. Once agreed, MNS will promptly prepare a cover sheet for signature by the contractor, MNS, and the District to ensure the disbursement of funds in compliance with the Public Contracting Code. MNS will then provide required documentation for the USDA low-interest loan.

As-Constructed Drawings Maintenance. Prior to recommending payment of any monthly progress payments, MNS will review the status of the maintenance by the contractor of the construction as-built drawings. No payments will be recommended until this work is correct and current with the construction status.

TASK 2.12 Project Funding and Labor Compliance

USDA and Other State and Federal Funding Requirements. The project requires contractor's compliance with state and federal funding requirements, including payment of prevailing wages, utilization of Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE), and adherence to equal employment opportunity. Because this work will be paid by public funds both minimum state and federal prevailing wage rates must be paid.

As part of the monthly closeout, MNS will ensure the contract is being administered and documented per the federal-funding requirements including verifying the contractor and their subcontractors have complied with the requirements of the California Department of Industrial Relations with regard to certified payroll verification and submission. As required by the construction project specifications, certified payrolls will be collected and reviewed each week. MNS will also conduct field interviews of the contractor's staff and their subcontractors to ensure compliance with prevailing wage rate requirements.

American Iron and Steel (AIS) Requirements. The AIS provision requires federal funding recipients to use iron and steel products produced in the United States for products made primarily from iron or steel that are permanently incorporated into the project. The AIS provision applies to this project. MNS will ensure the contractor submits adequate proof of iron and/or steel materials to fully comply with this requirement.

Our team is very familiar with complying with AIS requirements. Currently, MNS provides Buy American oversight as part of the CM scope of services for the following projects: Owner's Agent/Owner's Engineer Services for Groundwater Reliability Improvement Program and El Estero Wastewater Treatment Plant Secondary Process Improvements.

TASK 2.13 Environmental Compliance

Environmental compliance includes all required environmental control elements such as air, Stormwater Pollution Prevention Plan (SWPPP), dust, and hazardous waste requirements. MNS will monitor the contractor's compliance efforts to help ensure the work is being performed within the permit requirements. We will work with the contractor to anticipate and prevent potential issues such as accidental discharges.

TASK 2.14 Safety

The contractor's submitted Safety Plan, and the Occupational Safety and Health Administration (OSHA) Safety Orders will guide our CM team in monitoring the contractor's safety program. Any safety concerns will be brought to the contractor's attention to be addressed promptly. MNS will keep the District informed of any significant safety concerns as well as their resolution.

TASK 2.15 MOPO During Construction

MNS will provide a robust MOPO planning process requiring participation from the contractor's team, plant operations staff, Design Engineer, and any outside project stakeholders such as PG&E. The permit compliance to the plant's NPDES discharge requirements along with the specific requirements of the Coastal Development permit presently issued to the District will be MNS' highest priority in ensuring none of the construction work impacts the plant operations. MNS will provide a Grade V Operator, Ron Kettle, experienced with this specific type of treatment process to work directly with the team to ensure the seamless integration of the existing operations with the plant processes and prevent any unexpected interruptions to the plant operations.

A robust planning process will be required before authorizing any work that interrupts plant operations. Written plans, double redundancy, and an explicit go/no go authority matrix will be established before starting the work. MNS will act as an advocate for the District in this planning process.

TASK 2.16 Plant Commissioning, Startup, and Training

MNS' philosophy of starting with the end in mind is a cornerstone of our management process with regard to plant commissioning and startup. The planning process begins within 60 days of the NTP and continues until the project is substantially complete. This detailed planning process includes plans and testing protocols for each new item of equipment or subsystem. The commissioning process flows through several formal stages of testing and certification for each equipment item, including certification of proper installation, functional testing, performance testing, subsystem testing, system testing, and final performance measurement and testing.

TASK 3 Project Closeout Phase

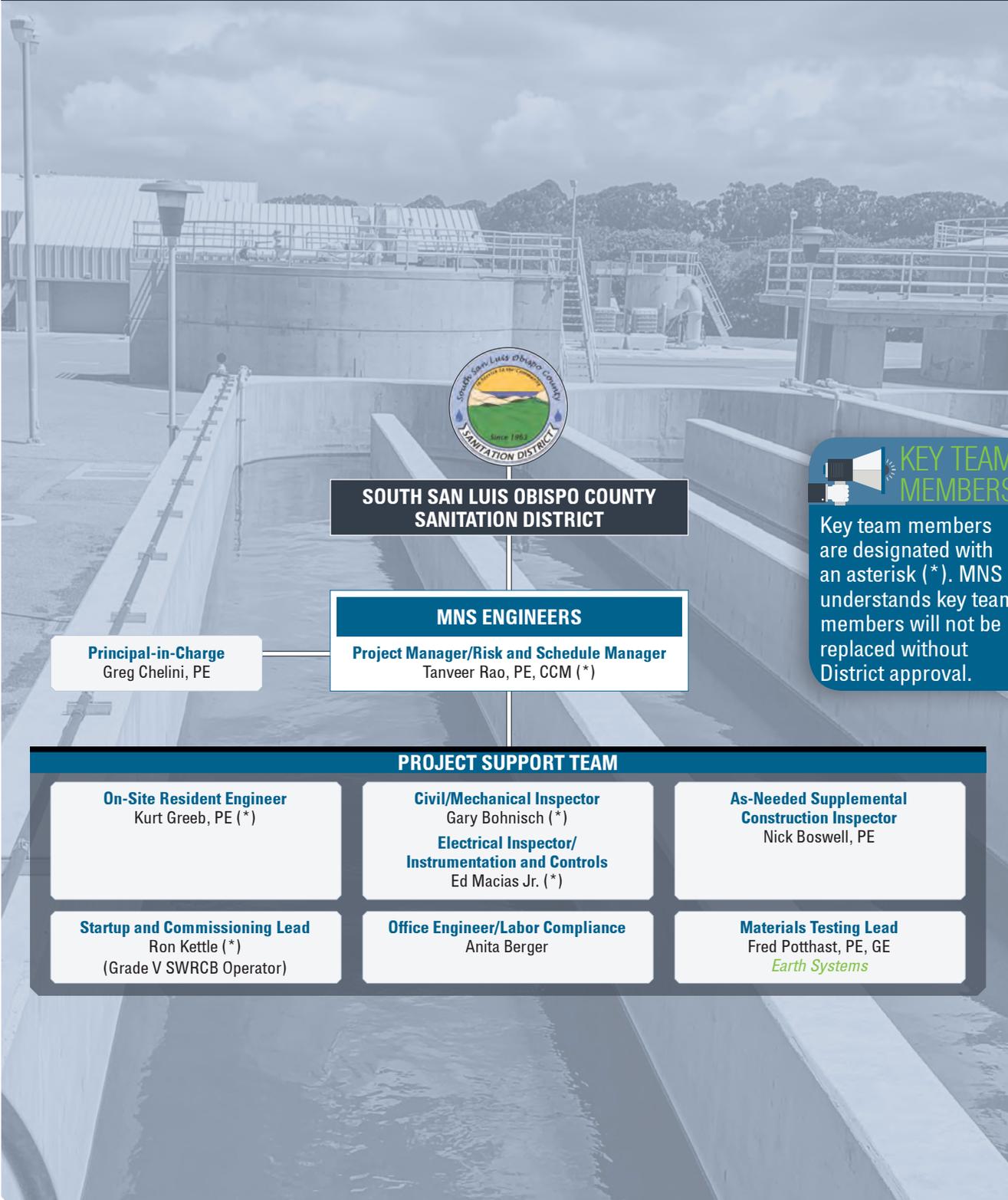


TASK 3.1 Project Closeout

Working throughout the project with the end in mind, MNS' process for project closeout ensures the completion of any remaining punch list work items. The On-Site Resident Engineer and Construction Inspector will coordinate a walk through with the contractor, District, and District's Design Engineer and develop a final punch list of any outstanding items to be corrected. MNS will inspect each item to ensure deficiencies are corrected before conducting a final walk through and recommending acceptance of the work to the District.

All final documentation, including punch lists, warranties, lien releases, and so on are maintained in the document control system. Once completed, MNS will certify to the District the project is complete and recommend final payments and certify the adequacy of the project equipment warranties, which will also be tracked in the project's document control system. MNS will ensure the contractor provides the District with the various USDA/federal and state-required forms to properly closeout the project.

Team Organization Chart



**SOUTH SAN LUIS OBISPO COUNTY
 SANITATION DISTRICT**

MNS ENGINEERS
Project Manager/Risk and Schedule Manager
 Tanveer Rao, PE, CCM (*)

Principal-in-Charge
 Greg Chelini, PE

KEY TEAM MEMBERS

Key team members are designated with an asterisk (*). MNS understands key team members will not be replaced without District approval.

PROJECT SUPPORT TEAM		
On-Site Resident Engineer Kurt Greeb, PE (*)	Civil/Mechanical Inspector Gary Bohnisch (*) Electrical Inspector/ Instrumentation and Controls Ed Macias Jr. (*)	As-Needed Supplemental Construction Inspector Nick Boswell, PE
Startup and Commissioning Lead Ron Kettle (*) (Grade V SWRCB Operator)	Office Engineer/Labor Compliance Anita Berger	Materials Testing Lead Fred Potthast, PE, GE <i>Earth Systems</i>

