



*South San Luis Obispo County*  
**SANITATION DISTRICT**

# **REQUEST FOR PROPOSAL**

## **Biological Monitoring Services For South San Luis Obispo County Sanitation District Wastewater Treatment Plant Redundancy Project**

**Due: July 29, 2020**

**Release Date: July 1, 2020**

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
REQUEST FOR PROPOSALS  
FOR  
BIOLOGICAL MONITORING SERVICES  
FOR THE WASTEWATER TREATMENT PLANT  
REDUNDANCY PROJECT**

**I. INSTRUCTION TO PROPOSERS**

**A. Receipt and Opening of Proposals**

The South San Luis Obispo County Sanitation District (District) invites qualified firms to submit sealed proposals for biological monitoring services for the Wastewater Treatment Plant (WWTP) Redundancy Project. Proposals will be received at the District's Office by **2:00 PM PST on Wednesday, July 29, 2020**, located at:

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

An envelope containing one (1) portable drive with pdf and three (3) copies of the proposal must be sealed and clearly labeled as follows:

**Proposal for Professional Biological  
Monitoring Services for the  
Wastewater Treatment Plant  
(WWTP) Redundancy Project**

The District will not accept faxed or emailed copies of the submittals.

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

Proposals may be withdrawn upon written request at any time prior to the established closing date and time.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

**B. Examination of Requirements**

Each proposer must carefully examine the requirements of the RFP. Each proposer shall meet all the terms and conditions of the RFP. By submitting a proposal, the proposer acknowledges acceptance of all provisions of the RFP.

### C. Communications

All timely requests for information submitted in writing will receive a written response from the District. Any oral communication shall not be binding on the District. All requests for information must be provided in writing and directed to the District's Project Manager: Eileen Shields at [eshields@mknassociates.us](mailto:eshields@mknassociates.us). To be considered, all requests for information must be received by 5:00 PM PST on July 14, 2020. Responses and Addenda will be posted on the District's website by July 21, 2020.

## II. BACKGROUND

The South San Luis Obispo County Sanitation District owns and operates a wastewater treatment facility located in Oceano, California. The District is responsible for wastewater treatment and 9 miles of sewer trunk line from the Cities of Arroyo Grande, Grover Beach, and the Community of Oceano. The treatment facility operates under National Pollutant Discharge Elimination System (NPDES) Permit No. CA0048003/Waste Discharge Requirements Order No. R3-2019-0002. The treatment facility uses mechanical bar screens, grit removal, primary clarifiers, fixed film reactor, secondary clarifier, chlorine contact tank, and anaerobic digesters to provide quality treatment to its 38,000+ users. The treatment facility is designed and permitted to treat a peak dry weather flow of 5.0 million gallons per day.

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

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.

Project components are summarized below:

- Two activated sludge (AS) aeration basins
- One new secondary clarifier
- Fixed film reactor (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 of critical plant systems
- Rehabilitation of existing secondary clarifier
- New generator to provide backup power for new facilities

The project will be completed within the existing plant site on property that has been previously disturbed. No additional property or offsite work will be required. Appendix

B contains a site plan showing the WWTP and approximate locations of the proposed new process units.

Several stages of environmental review were performed for this Project. The first was a mitigated negative declaration (MND) and adopted in July 2010. An addendum to the MND was prepared in 2016 to provide additional information regarding biological resources, sea level, rise, and flood hazard. In 2020 an Environmental Report for Categorical Exclusion was prepared in accordance with National Environmental Protection Act (NEPA) as required for federal funding through the United States Department of Agriculture (USDA). As part of this report, a biological evaluation conducted by Rincon Consultants identified the potential for the construction activities to impact California Red Legged Frog (CRLF) and nesting birds. USFWS reviewed the biological report and developed a Biological Opinion as part of the consultation request made by USDA. The Project Environmental Report for Categorical Exclusion was updated based on the USFWS Biological Opinion. The mitigation measures summary from the Project Environmental Report is attached as Appendix C.

The District is currently soliciting proposals from qualified consultants to provide biological monitoring services during the WWTP Redundancy Project construction. Construction is anticipated to last 27 - 30 months, beginning in November 2020.

### **III. REQUESTED SERVICES**

#### **A. General Scope of Services**

Consultant will provide biological monitoring services for the SSLOCSD WWTP Redundancy Project construction activities to ensure compliance with California Environmental Quality Act (CEQA), United States Department of Agriculture (USDA) and United States Fish and Wildlife Service (USFWS) requirements for the protection of sensitive biological resources. The consultant shall provide a USFWS-Qualified Biologist at the construction site during construction activities as required by the mitigation measures or as directed by SSLOCSD staff. The Qualified Biologist may need to be available and onsite seven days a week for 12 hours per day if continuous monitoring is required. Qualified Biologist shall provide tools and equipment necessary such as personal protective equipment appropriate for an active construction site, spotting scope, binoculars, field journal, camera, etc. Typical tasks include but are not limited to:

- Conduct pre-construction surveys for CRLF and nesting birds, including preconstruction CRLF survey for any “wet” day (defined as greater than 0.1 inch of predicted precipitation) and report all occurrences of special status species to the District Representative.
- Develop and provide Worker Environmental Awareness Training (WEAT) to all contractor personnel. Direct contractor placement of all fencing, barriers, and signage necessary to protect environmentally sensitive areas.
- Monitor all construction activities and ensure contractor adherence to sensitive species avoidance and minimization measures including but not limited to speed

limits, avoiding restricted areas, pump screens, protecting open excavations, and maintaining site cleanliness.

- Monitor construction areas for presence of special status species. Halt construction activities as necessary to avoid take of such species and report occurrence and remediation recommendations to the District Representative.
- Monitor nesting birds or other sensitive species when construction activities encroach upon the regulatory agency prescribed buffer area. Halt construction activities as necessary to avoid nest abandonment and subsequent take of the species.
- Monitor for California red-legged frog (CRLF), including inspection of all open trenches and excavations each day before work begins, and relocate any CRLF found in the work area in accordance with USFWS requirements.
- Keep daily field notes and photos of onsite monitoring activities.
- Prepare monthly report of onsite monitoring activities that includes, at a minimum: A description of all special status species encountered and activities. The status of all fences, barriers, and signage utilized to protect environmentally sensitive areas. An account of all corrective measures implemented with regards to minimization and avoidance measures. Keep a copy of all daily field notes.

#### IV. PROJECT SCHEDULE

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

Issue RFP	July 1, 2020
Written Questions Due	July 15, 2020
Responses to Questions Posted	July 21, 2020
Proposals Due	2:00 PM PST July 29, 2020
Consultant Selection (tentative)	Week of August 10
Construction (tentative)	November 2020 – April 2023

#### V. GENERAL TERMS AND CONDITIONS

##### A. Proposal Requirements

1. Content: The proposal shall be concise, well organized and demonstrate the proposer's understanding of the Project and their applicable qualifications and experience. The proposal shall be limited to twenty (20) pages, exclusive of resumes, cover letter, graphics, and covers. Proposals should include the minimum Proposal Content as described in Section III. Any additional materials that will support your proposal may be included. However, if they do not directly address the stated requirements, please include them in a separate appendix. The District will consider all material submitted but concentrate on that which addresses the District's Project requirements.

2. Subconsultants: Identify all subconsultants to be used during the term of the project and provide a list of responsible staff and their qualifications. The Prime Consultant in the proposal shall be responsible for a minimum of 70% of the Project work.
3. Insurance: The consultant shall obtain at their own cost an insurance policy meeting the District's requirements as described in the Standard Agreement (Appendix A).
4. Consultant's compensation: The Consultant's fee shall include all items described in this scope of work, with optional items (if applicable) shown separately. Include a breakdown of professionals to be assigned to the tasks, the estimated hours for each task per professional, the hourly rates for each professional assigned, subtotals of the man-hour costs for each task, subconsultant costs, other direct costs to be billed, and project total costs.
5. Commitment: The proposal shall be signed by the individual with power to bind the company in its proposal. Parts or the entire proposal will be the basis for the contract for the work.
6. Statement of Contract Disqualifications: Consultant shall include a signed statement of whether it or any of its employees or officers who have a proprietary interest in it has ever been disqualified, removed or otherwise prevented from proposing on or completing a municipal government project for any reason. If so, provide a description and explanation of the circumstances.
7. Exceptions: Consultant shall certify that they take no exceptions to this RFP, including but not limited to the provisions of the District's Standard Agreement (Appendix A). If the Consultant takes any exceptions, identify the specific portion and provide a full explanation.

## **B. Contract Award and Execution**

1. The District reserves the right to reject any or all responses to this RFP, waive any insubstantial irregularities in this RFP or any proposal, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP.
2. If a contract cannot be negotiated with a selected consultant for any reason, the District reserves the right to select the next most qualified proposer.
3. The District reserves discretion to determine the ability, competency and responsibility of the Consultants. Before award, Consultants may be required to furnish evidence of capability to adequately perform the work in a timely manner as deemed necessary by the District.
4. The District reserves the right to interview proposers as needed.
5. The Consultant shall provide proof of insurance in the coverages and amounts specified in the Standard Agreement (included in the appendix) within 5 calendar days after notice of selection as a precondition to contract execution and issuance of a Notice to Proceed.
6. Even if selected, the District reserves the right to terminate any agreement reached with the selected firm at any time and in an appropriate manner.

## VI. PROPOSAL CONTENT AND SELECTION PROCESS

### A. Proposal Content

1. Cover letter/Executive Summary
2. Experience and References
3. Project Organization and Key Personnel
4. Project Understanding
5. Proposed Scope of Work
6. Proposed Fee and Rate Schedule
7. Acknowledgement, Exceptions, Disqualifications, Insurance Cert

### B. Proposal Evaluation and Consultant Selection

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

Criteria	Maximum Points
Organization and clarity of proposal	15
Project understanding and proposed scope of work	35
Experience with similar kinds of work	25
Qualifications of staff and availability of consultant	25
Total	100

#### Attachments:

- Appendix A – District Standard Agreement
- Appendix B – WWTP Redundancy Project Site Plan
- Appendix C – Mitigation Measures Summary and Implementation Schedule

Appendix A  
SSLOCSD Standard Agreement

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on [insert date] (“Effective Date”), by and between [insert formal entity name], a [insert state and business type], (“Consultant”) and the South San Luis Obispo County Sanitation District (“District”), in Oceano, California, based on the following recitals:

1. District proposes to utilize the services of Consultant as an independent contractor to \_\_\_\_\_, as more fully described herein;
2. [insert text as needed];
3. [Insert text as needed];
4. Contracting with Consultant to provide [insert text] services for District is consistent with District’s Purchasing Guidelines, as adopted by Resolution 2016-353, which provide that the District Administrator is the District’s agent for purchasing services less than \$175,000 and establish objectives including that District services procurement be efficient, at lowest possible cost, and of a quality to assure efficient running of the wastewater plant.

### NOW, THEREFORE, IT IS AGREED:

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

**2.01. Term and Termination.** The term of this contract shall commence on the Effective Date and continue for a period of \_\_\_\_ months, ending on \_\_\_\_\_ unless previously terminated as provided herein. This contract may be extended by mutual consent of the parties. This contract may be terminated by District for breach of its terms or conditions, or because of discovery of any act by Consultant which violates local, state or federal law. Termination is effective 14 days after deposit of notice as specified in this Agreement.

**2.02. Services to be Performed.** Consultant agrees to perform the specific services listed in Exhibit “A.” Consultant shall determine the method, details and means of providing these services.

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

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

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

**2.06. Exhibits.** Exhibits “A,” “B,” and “C” are attached and incorporated into this agreement.

### 3. **Consultant’s Obligations.**

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

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

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

**3.04. Indemnification.** To the fullest extent permitted by law, the Consultant shall indemnify, defend (with independent counsel approved by the District) and hold harmless the District, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of 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.

**4. Miscellaneous**

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

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

To Consultant:

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

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

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

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

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

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

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

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

**4.09. Submittals.** In addition to any other submittals required by this agreement, Consultant shall submit copies of its current certificate of workers compensation coverage to the

District before beginning work on this project.

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

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

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

CONSULTANT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

APPROVED AS TO FORM:

\_\_\_\_\_  
District Counsel

**EXHIBIT "A"**

**EXHIBIT "B"**

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

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

C. Self-insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

D. Other Insurance Provisions

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

1. The District, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions are used).
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or reduced, except with notice stating the title of this contract to the District. All notices provided pursuant to this Agreement shall be given to the District representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
4. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
5. If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the

Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

E. Acceptability of Insurers

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

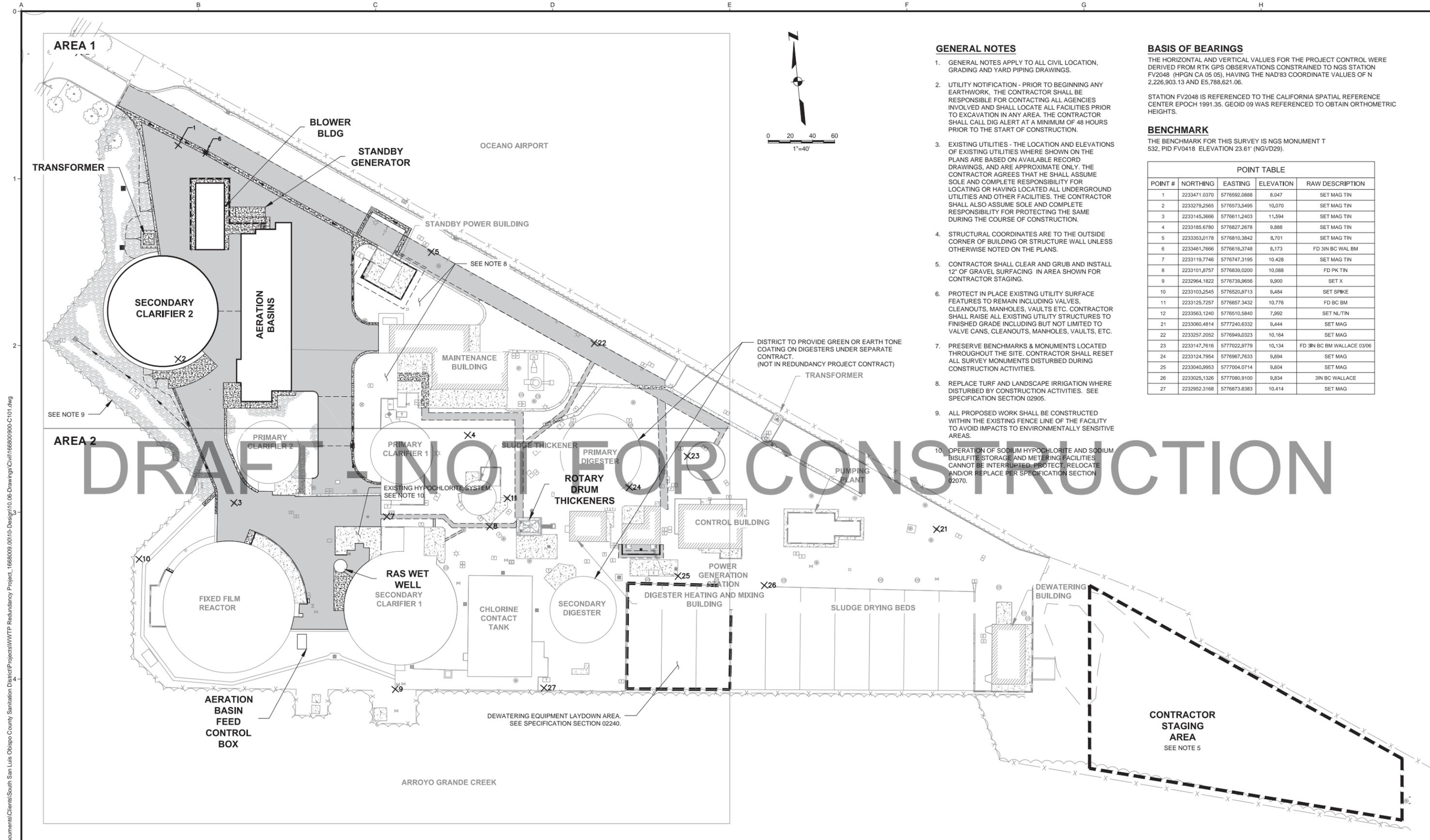
F. Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

G. Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Appendix B  
WWTP Redundancy Project Site Plan



**GENERAL NOTES**

- GENERAL NOTES APPLY TO ALL CIVIL LOCATION, GRADING AND YARD PIPING DRAWINGS.
- UTILITY NOTIFICATION - PRIOR TO BEGINNING ANY EARTHWORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL AGENCIES INVOLVED AND SHALL LOCATE ALL FACILITIES PRIOR TO EXCAVATION IN ANY AREA. THE CONTRACTOR SHALL CALL DIG ALERT AT A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- EXISTING UTILITIES - THE LOCATION AND ELEVATIONS OF EXISTING UTILITIES WHERE SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORD DRAWINGS, AND ARE APPROXIMATE ONLY. THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR LOCATING OR HAVING LOCATED ALL UNDERGROUND UTILITIES AND OTHER FACILITIES. THE CONTRACTOR SHALL ALSO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR PROTECTING THE SAME DURING THE COURSE OF CONSTRUCTION.
- STRUCTURAL COORDINATES ARE TO THE OUTSIDE CORNER OF BUILDING OR STRUCTURE WALL UNLESS OTHERWISE NOTED ON THE PLANS.
- CONTRACTOR SHALL CLEAR AND GRUB AND INSTALL 12" OF GRAVEL SURFACING IN AREA SHOWN FOR CONTRACTOR STAGING.
- PROTECT IN PLACE EXISTING UTILITY SURFACE FEATURES TO REMAIN INCLUDING VALVES, CLEANOUTS, MANHOLES, VAULTS ETC. CONTRACTOR SHALL RAISE ALL EXISTING UTILITY STRUCTURES TO FINISHED GRADE INCLUDING BUT NOT LIMITED TO VALVE CANS, CLEANOUTS, MANHOLES, VAULTS, ETC.
- PRESERVE BENCHMARKS & MONUMENTS LOCATED THROUGHOUT THE SITE. CONTRACTOR SHALL RESET ALL SURVEY MONUMENTS DISTURBED DURING CONSTRUCTION ACTIVITIES.
- REPLACE TURF AND LANDSCAPE IRRIGATION WHERE DISTURBED BY CONSTRUCTION ACTIVITIES. SEE SPECIFICATION SECTION 02905.
- ALL PROPOSED WORK SHALL BE CONSTRUCTED WITHIN THE EXISTING FENCE LINE OF THE FACILITY TO AVOID IMPACTS TO ENVIRONMENTALLY SENSITIVE AREAS.
- OPERATION OF SODIUM HYPOCHLORITE AND SODIUM BISULFITE STORAGE AND METERING FACILITIES CANNOT BE INTERRUPTED. PROTECT, RELOCATE AND/OR REPLACE PER SPECIFICATION SECTION 02070.

**BASIS OF BEARINGS**

THE HORIZONTAL AND VERTICAL VALUES FOR THE PROJECT CONTROL WERE DERIVED FROM RTK GPS OBSERVATIONS CONSTRAINED TO NGS STATION FV2048 (HPGN CA 05 05), HAVING THE NAD83 COORDINATE VALUES OF N 2,226,903.13 AND E5,788,621.06.

STATION FV2048 IS REFERENCED TO THE CALIFORNIA SPATIAL REFERENCE CENTER EPOCH 1991.35. GEOID 09 WAS REFERENCED TO OBTAIN ORTHOMETRIC HEIGHTS.

**BENCHMARK**

THE BENCHMARK FOR THIS SURVEY IS NGS MONUMENT T 532, PID FV0418 ELEVATION 23.61' (NGVD29).

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
1	2233471.0370	5776592.0888	8.047	SET MAG TIN
2	2233279.2565	5776573.5495	10.070	SET MAG TIN
3	2233145.3666	5776611.2403	11.594	SET MAG TIN
4	2233185.6780	5776827.2678	9.888	SET MAG TIN
5	2233353.0178	5776810.3842	8.701	SET MAG TIN
6	2233461.7666	5776616.3748	8.173	FD 3IN BC WAL BM
7	2233119.7746	5776747.3195	10.428	SET MAG TIN
8	2233101.8757	5776839.0200	10.088	FD PK TIN
9	2232964.1822	5776739.9656	9.900	SET X
10	2233103.2545	5776520.9713	9.484	SET SPIKE
11	2233125.7257	5776857.3432	10.776	FD BC BM
12	2233563.1240	5776510.5840	7.992	SET NL/TIN
21	2233060.4814	5777240.6332	9.444	SET MAG
22	2233257.2052	5776949.0323	10.164	SET MAG
23	2233147.7616	5777022.9779	10.134	FD 3IN BC BM WALLACE 03/08
24	2233124.7954	5776967.7633	9.694	SET MAG
25	2233040.9953	5777004.0714	9.604	SET MAG
26	2233025.1326	5777080.9100	9.834	3IN BC WALLACE
27	2232952.3168	5776873.8383	10.414	SET MAG

p:\ice-pw\benlby.com\ice-pw\Documents\Clients\South San Luis Obispo County Sanitation District\Projects\WWTP Redundancy Project\_166800900-C101.dwg  
 166800900-C101.dwg  
 10.06-Design\10.06-Drawings\Civil\166800900-C101.dwg

**USE OF DOCUMENTS**  
 THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF KENNEDY/JENKS CONSULTANTS.

NO.	REVISION	DATE	BY



DESIGNED  
J. TOMAC

DRAWN  
J. TOMAC

CHECKED  
A. GARZA

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
 SAN LUIS OBISPO COUNTY, CALIFORNIA

**WWTP REDUNDANCY PROJECT**

Kennedy/Jenks Consultants **Cannon**  
 SANTA CLARA, CALIFORNIA

**OVERALL SITE/KEY PLAN**

FILE NAME  
166800900-C101.dwg

JOB NO.  
1668009'00

DATE  
APRIL 2019

SHEET  
**C101**

Appendix C  
WWTP Redundancy Project Mitigation Measures  
Summary and Implementation Schedule

# Mitigation Measures Summary and Implementation Schedule

Mitigation Measure	Timing	Monitoring Agency	Verification (Date & Initial)
<b>3.0 Historic Preservation</b>			
<b>Unanticipated Discovery of Human Remains</b>			
<p>The discovery of human remains is always a possibility during ground disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98.</p> <p>In the event of an unanticipated discovery of human remains, the County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site and provide recommendations for treatment to the landowner within 48 hours of being granted access.</p>	Immediately notify County Coroner if human remains are discovered.	South San Luis Obispo County Sanitation District	
<b>Unanticipated Discovery of Archaeological Resources</b>			
<p>If archaeological resources are encountered during ground-disturbing activities, work in the immediate area must halt and an archaeologist meeting the Secretary of the Interior’s Professional Qualifications Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the find. If the discovery proves to be eligible for the National Register of Historic Places or California Register of Historical Resources, additional work such as data recovery excavation and Native American consultation may be warranted.</p>	Immediately halt all work in the immediate area and contact a qualified archaeologist.	South San Luis Obispo County Sanitation District	
<b>4.0 Threatened and Endangered Species/Biological Resources</b>			
<b>California Red-Legged Frog (CRLF) Avoidance and Minimization Measures</b>			
<p>The following measures would be integrated into the Proposed Action and would be implemented to avoid and minimize effects of the Proposed Action on CRLF during project activities.</p> <ol style="list-style-type: none"> <li>Only Service-approved biologists shall participate in activities associated with the capture, handling, and monitoring of CRLF.</li> <li>Ground disturbance shall not begin until written approval is received from the Service that project biologist(s) are qualified to conduct the work.</li> </ol>	<p>Before any project activities begin, a biologist shall conduct a training session for all construction personnel.</p> <p>Before ground disturbance begins, written approval needs to be received from the Service that project biologist(s) are qualified to conduct the work.</p>	South San Luis Obispo County Sanitation District/USDA	

South San Luis Obispo County Sanitation District  
**Wastewater Treatment Redundancy Project**

Mitigation Measure	Timing	Monitoring Agency	Verification (Date & Initial)
<p>3. A Service-approved biologist shall survey the project site no more than 48 hours before the onset of work activities. If any life stage of the CRLF is found and these individuals are likely to be killed or injured by work activities, the approved biologist shall be allowed sufficient time to move them from the site before work begins. The Service-approved biologist would relocate the CRLF the shortest distance possible to a location that contains suitable habitat and that would not be affected by activities associated with the proposed project. The relocation site should be in the same drainage to the extent practicable. The project proponent shall coordinate with the Service on the relocation site prior to the capture of any CRLF.</p>	<p>A Service-approved biologist shall survey the project site no more than 48 hours before the onset of work activities.</p> <p>A Service-approved biologist shall be present at the work site until all CRLF have been relocated out of harm's way, workers have been instructed, and initial ground disturbing work has been completed.</p>		
<p>4. Before any project activities begin, a biologist shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of CRLF and its habitat, the specific measures that are being implemented to avoid dispersing CRLF, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.</p>	<p>Prior to onset of construction activities, a spill prevention plan shall be established in the event of a leak or spill.</p> <p>With the exception of work required to be done during low wastewater flow periods (i.e. temporary plant shutdowns for electrical and plumbing line tie-ins, etc.), work shall be restricted to daylight hours.</p>		
<p>5. A Service-approved biologist shall be present at the work site until all CRLF have been relocated out of harm's way, workers have been instructed, and initial ground disturbing work has been completed. After this time, the project proponent may designate a person to monitor on-site compliance (on-site monitor) with all minimization measures. The Service-approved biologist will ensure that this monitor receives the training outlined in measure 4 above and in the identification of CRLF. If the monitor or the Service-approved biologist recommends that work be stopped because CRLF would be affected in a manner not anticipated by the project proponent, they shall notify a project supervisor immediately. The project supervisor would either resolve the situation by eliminating the adverse effect immediately or require that all actions causing these effects be halted. If work is stopped, the Service would be notified as soon as possible.</p>	<p>If work is to occur on "wet" days (defined as 0.1 inch or more of predicted rainfall), then a pre-activity clearance survey shall be conducted by a Service-approved biologist. A Service-approved biologist would relocate any CRLF found.</p> <p>All open trenches would be inspected each morning by a biological monitor or on-site monitor. A Service-approved biologist would relocate any CRLF found in a hole or trench.</p>		
<p>6. All vehicles and equipment shall be in good working condition and free of leaks. A spill prevention plan shall be established in the event of a leak or spill.</p>	<p>If a work site excavation or trench is to be temporarily dewatered by pumping, intakes would be completely screened with mesh not larger than 0.2 inch to prevent CRLF from entering the pump system.</p>		
<p>7. With the exception of utility connections in the public right-of-way, areas of native habitat outside of the project perimeter fence shall be designated as Environmentally Sensitive Areas where no construction activities will occur.</p>	<p>A Service-approved biologist or on-site monitor shall conduct daily pre-activity clearance sweeps if standing pools of water are present within the work area.</p>		

Mitigation Measures Summary and Implementation Schedule  
 South San Luis Obispo County Sanitation District (SSLOCSD)  
 Wastewater Treatment Redundancy Project

Mitigation Measure	Timing	Monitoring Agency	Verification (Date & Initial)
<ol style="list-style-type: none"> <li>8. With the exception of work required to be done during low wastewater flow periods (i.e. temporary plant shutdowns for electrical and plumbing line tie-ins, etc.), work shall be restricted to daylight hours.</li> <li>9. Water shall not be impounded in a manner that may attract CRLF, to the extent practicable.</li> <li>10. Herbicides shall not be used on-site during construction.</li> <li>11. If work is to occur on “wet” days (defined as 0.1 inch or more of predicted rainfall), then a pre-activity clearance survey shall be conducted by a Service-approved biologist. A Service-approved biologist would relocate any CRLF found.</li> <li>12. All open trenches would be inspected each morning by a biological monitor or on-site monitor. A Service-approved biologist would relocate any CRLF found in a hole or trench.</li> <li>13. If a work site excavation or trench is to be temporarily dewatered by pumping, intakes would be completely screened with mesh not larger than 0.2 inch to prevent CRLF from entering the pump system.</li> <li>14. A Service-approved biologist or on-site monitor shall conduct daily pre-activity clearance sweeps if standing pools of water are present within the work area.</li> <li>15. No pets or firearms shall be permitted on site.</li> </ol>			
<b>Compliance with Biological Opinion Terms</b>			
<p>The Proposed Action would comply with the terms and conditions of the BO (08EVEN00-2020-F-0185).</p> <ol style="list-style-type: none"> <li>1. If any CRLF egg mass is destroyed, or three adult, metamorph, or juvenile CRLF are found dead or wounded, or if 25 adult, metamorph, or juvenile CRLF are captured and relocated, the District immediately notify USDA who will in-turn contact the Service immediately to reinitiate formal consultation.</li> <li>2. Capture and relocation of CRLF would be performed only by qualified individuals following protocols to protect CRLF during handling.</li> <li>3. No less than 45 days before project activities begin the District will submit the qualifications of the project biologists to the USDA. USDA will submit the qualifications to the Service for approval 30 days before the start of project activities. These qualifications must include the amount of experience of each project biologist with the CRLF, including the number of survey hours for and number of handlings of CRLF for each project biologist proposed for approval.</li> </ol>	<p>No less than 30 days before project activities begin, the USDA must submit the qualifications of project biologists to the Service for approval.</p> <p>Upon locating a dead or injured CRLF, initial notification within three working days of its finding must be made by telephone and in writing to the Ventura Fish and Wildlife Office. The USDA and the District must transport injured animals to a qualified veterinarian. Should any treated CRLF survive, the USDA or the District must contact the Service regarding the final disposition of the animal(s).</p> <p>All project biologists that may handle California red-legged frogs must follow the Declining Amphibian Population Task Force’s fieldwork code of practice.</p>	<p>South San Luis Obispo County Sanitation District and USDA</p>	

South San Luis Obispo County Sanitation District  
**Wastewater Treatment Redundancy Project**

Mitigation Measure	Timing	Monitoring Agency	Verification (Date & Initial)
<ol style="list-style-type: none"> <li>4. All project biologists that may handle California red-legged frogs must follow the Declining Amphibian Population Task Force’s fieldwork code of practice.</li> <li>5. Within 30 days of project completion, the District must submit a report to the Service which includes the location, time, and date of any listed species observations; the capture and release locations of any relocated CRLF; and any feedback from the applicant on the effectiveness of the AMMs. A copy will be provided to USDA.</li> <li>6. Upon locating a dead or injured CRLF, initial notification within three working days of its finding must be made by telephone and in writing to the Ventura Fish and Wildlife Office. The report must include the date, time, location of the carcass, a photograph, cause of death or injury, if known, and any other pertinent information. The USDA and the District must take care in handling injured animals to ensure effective treatment and care, and in handling dead specimens to preserve biological material in the best possible state. The USDA and the District must transport injured animals to a qualified veterinarian. Should any treated CRLF survive, the USDA or the District must contact the Service regarding the final disposition of the animal(s). The remains of CRLF must be placed with educational or research institutions holding the appropriate State and Federal permits, such as the Santa Barbara Natural History Museum.</li> </ol>	<p>If any CRLF egg mass is destroyed, or three adult, metamorph, or juvenile CRLF are found dead or wounded, or if 25 adult, metamorph, or juvenile CRLF are captured and relocated, USDA must contact the Service immediately to reinstate formal consultation.</p> <p>Within 30 days of project completion, the USDA or the District must submit a report to the Service which includes the location, time, and date of any listed species observations; the capture and release locations of any relocated CRLF; and any feedback from the applicant on the effectiveness of the AMMs.</p>		
<b>Nesting Birds Avoidance and Minimization Measures</b>			
<ol style="list-style-type: none"> <li>1. Initial site disturbance shall occur outside the general avian nesting season (February 1 – August 30), if feasible.</li> <li>2. If nesting season avoidance is not feasible, a qualified biologist shall conduct a preconstruction nesting bird survey to determine the presence/absence, location, and status of any active nests on or adjacent to the project site. The extent of the survey buffer area surrounding the site shall be established by the qualified biologist to ensure that direct and indirect effects to nesting birds are avoided. Buffer size shall consider the species involved and relevant level of tolerance to adjacent activity, the location of the nest relative to proposed activities, and site conditions that naturally buffer the location, such as vegetation screening, topography, etc. To avoid the destruction of active nests and to protect the reproductive success of birds protected by MBTA, nesting bird surveys shall be performed not more than 14 days prior to initial project activities or vegetation clearance. In the event that active nests are discovered, a suitable</li> </ol>	<p>Limit initial site disturbance to the time period between September 1 and January 31, if feasible.</p> <p>If nesting season avoidance is not feasible, a qualified biologist shall conduct a preconstruction nesting bird survey to determine the presence/absence, location, and status of any active nests on or adjacent to the project site.</p>	<p>South San Luis Obispo            County Sanitation            District</p>	

Mitigation Measure	Timing	Monitoring Agency	Verification (Date & Initial)
<p>buffer shall be established around such active nests and no construction within the buffer allowed until a qualified biologist has determined that the nest is no longer active (e.g., the nestlings have fledged and are no longer reliant on the nest). No project activities shall occur within this buffer until the qualified biologist has confirmed that breeding/nesting is completed, and the young have fledged the nest. Nesting bird surveys are not required for construction activities occurring from September 1 through January 31.</p>			
<b>9.0 Environmental Risk Management</b>			
<b>Hazardous Materials Management and Spill Control Plan</b>			
<p>Before construction begins, the construction contractor shall be required to develop and implement a Hazardous Materials Management and Spill Control Plan (HMMSCP) that includes project-specific contingency plan for hazardous materials and waste operations. The HMMSCP shall establish policies and procedures consistent with applicable codes and regulations, including but not limited to the California Building and Fire Codes, and federal and California Occupational Safety and Health Administration.</p>	<p>Before construction begins, the construction contractor shall be required to develop and implement a HMMSCP.</p>	<p>South San Luis Obispo County Sanitation District</p>	