



**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](http://www.sslocsd.us)

**AGENDA  
BOARD OF DIRECTORS MEETING**

# **VIRTUAL ZOOM MEETING**

Please click the link below to join the webinar:

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**Wednesday, December 2, 2020 at 6:00 p.m.**

<https://us02web.zoom.us/j/82030135947?pwd=NW01dnUwR1JvbXBZTmdCUUQ0Y3MxUT09>

Passcode: 555159

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

1 669 900 6833

1 408 638 0968

1 346 248 7799

1 253 215 8782

Webinar ID: 820 3013 5947

Passcode: 555159

Or iPhone one-tap :

US: +16699006833,,82030135947#,,,,,0#,,555159# or

+14086380968,,82030135947#,,,,,0#,,555159#

International numbers available: <https://us02web.zoom.us/j/82030135947?pwd=NW01dnUwR1JvbXBZTmdCUUQ0Y3MxUT09>

**Board Members**

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

**Agencies**

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

**Alternate Board Members**

Karen Bright, Director  
Lan George, Director  
Shirley Gibson, 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**

#### **Public Participation:**

In order to prevent and mitigate the effects of the COVID-19 pandemic, the District, in accordance with Executive Order N-29-20, will not make available a physical location from which members of the public may observe the meeting and offer public comment. Remote public participation is allowed in the following ways:

Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the District Secretary at [amy@sslocsd.us](mailto:amy@sslocsd.us) prior to the meeting and will be published on the District website. Agenda correspondence received less than 3 hours before the meeting start time may not be posted until after the meeting. Members of the public may watch the meeting either on cable Channel 20 or as streamed on SLOSPAN <https://slo-span.org/static/index.php>

Alternatively, members of the public may watch the meeting and speak during general Public Comment or on a specific agenda item by logging in to the Zoom webinar using the information provided above. Please use the “raise hand” feature to indicate your desire to provide public comment. Each speaker will be allowed three minutes to provide input.

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 November 18, 2020**

**6. ACTION ITEMS:**

**6A. AUTHORIZE THE DISTRICT ADMINISTRATOR TO EXECUTE A CONTRACT CHANGE ORDER TO MP ENVIRONMENTAL SERVICES, INC. FOR THE DIGESTER No. 2 CLEANING PROJECT**

Recommendation: Authorize the District Administrator to approve a Contract Change Order in the amount of \$173,219 for a total potential project amount of \$336,609.

**6B. WWTP REDUNDANCY PROJECT UPDATE**

Recommendation: Receive and File.

**6C. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT**

Recommendation: Receive and File.

**7. BOARD MEMBER COMMUNICATIONS:**

**8. ADJOURNMENT:**

**The next regularly scheduled Board Meeting will be held December 16, 2020, at 6:00 pm. This meeting will be held either virtually via ZOOM or depending on the status of the COVID-19 Emergency at the Grover Beach City Hall, Council Chamber, 154 South Eighth Street, Grover Beach, California 93433**

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT  
WARRANT REGISTER  
12/2/2020

VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ARAMARK	UNIFORMS	11/06; 11/13; 11/20	112520-4948	7025	836.79	836.79
AT&T	COMMUNICATIONS	11/11/20-12/10/20	4949	7013	453.26	453.26
AUTOSYS, INC.	SCADA	2730; 2728	4950	20-7060	1,636.70	1,636.70
BRENNTAG	PLANT CHEMICALS	BPI96565; BPI96564	4951	8050	11,832.14	11,832.14
CANNON	STRUCTURE MAINTENANCE	PRIMARY CLARIFIER 2	4952	26-8065	213.00	213.00
CARQUEST	AUTOMOTIVE	OCTOBER 2020	4953	8032	12.66	12.66
CITY OF GROVER BEACH	AGENCY BILLING	JULY TO OCTOBER 2020	4954	7081	7,386.25	7,386.25
FARM SUPPLY	EQUIPMENT MAINTENANCE	79701	4955	8030	91.21	91.21
FERGUSON	EQUIPMENT MAINTENANCE	8869850; 8843719	4956	8030	220.04	220.04
GRAINGER	EQUIPMENT MAINTENANCE	9704334391	4957	8030	249.28	249.28
I.I. SUPPLY	SAFETY SUPPLIES	73216; 73499	4958	8056	90.07	287.33
	EQUIPMENT MAINTENANCE	73527;73217		8030	197.26	
JONES & MAYER	GENERAL COUNSEL	OCTOBER 2020	4959	7071	1,956.50	2,081.50
	OUTSIDE COUNSEL			7070	125.00	
MR. BACKFLOW	EQUIPMENT MAINTENANCE	112022	4960	8030	120.00	120.00
OILFIELD ENVIRONMENTAL	CHEMICAL ANALYSIS	2005207	4961	7078	85.00	85.00
PACE ANALYTICAL	CHEMICAL ANALYSIS	1299454	4962	7078	575.00	575.00
PG&E	ELECTRICITY	10/09/20-11/08/20	4963	7091	18,235.83	18,235.83
POLYDYNE	PLANT CHEMICALS	1497687	4964	8050	9,497.48	9,497.48
R.F MCDONALD CO.	EQUIPMENT MAINTENANCE	258207	4965	8030	1,610.00	1,610.00
RINCON CONSULTANTS, INC.	REDUNDANCY	COASTAL HAZARDS MONITORING	4966	20-7080	1,711.25	1,711.25
SITE ONE LANDSCAPE	EQUIPMENT MAINTENANCE	10756136-001; 104976791-001	4967	8030	107.19	107.19
SM TIRE	EQUIPMENT MAINTENANCE	CART TIRES	4968	8030	416.80	416.80
SPRINT	CELL PHONES	10/04/20-11/03/20	4969	7014	168.27	168.27
<b>TOTAL</b>					<b>57,826.98</b>	<b>57,826.98</b>

We hereby certify that the demands numbered serially from 112520-4948 to 112520-4969 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:

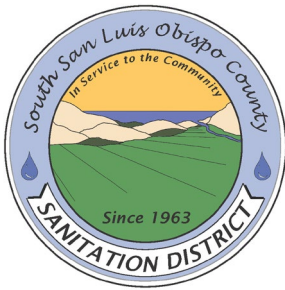
DATE:

Chairman

Board Member

Board Member

Secretary



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## **SUMMARY ACTION MINUTES Virtual Zoom Meeting of Wednesday, November 18, 2020**

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### **1. CALL TO ORDER AND ROLL CALL**

Chair Ray Russom called the meeting to order and recognized a quorum.

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

District Staff: Jeremy Ghent, District Administrator  
Carrie Raven, Assistant to District Legal Counsel  
Amy Simpson, District Bookkeeper/Secretary  
Mychal Jones, Plant Superintendent

### **2. PLEDGE OF ALLEGIANCE**

Director Austin led the Pledge of Allegiance.

### **3. AGENDA REVIEW**

Approved as presented.

### **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 November 4, 2020**

Public Comment: April Dury commented on the Warrant Register.

Staff noted the correction and voided the missing check numbers.

**Motion:** Director Lee motioned to approve the Consent Agenda with correction as noted.

**Second:** Director Austin

**Action:** Approved unanimously by roll call vote.

**6. ACTION ITEMS:**

**6A. PRESENTATION AND APPROVAL OF FISCAL YEAR ENDING JUNE 2020 FINANCIAL AUDIT**

Alex Hom from Moss, Levy & Hartzheim presented the 2020 Financial Audit. He reported that the District received an unmodified clean opinion. He also reported that the negative OPEB number was a result of a large reduction in liability and is primarily due to the change in benefits for retirees going forward.

The Board thanked Mr. Hom and District staff.

There was no public comment.

**Motion:** Director Austin motioned to approve the 2020 Fiscal Year audit.

**Second:** Director Lee

**Action:** Approved unanimously by roll call vote.

**6B. RESOLUTION NO. 2020-424 FOR EXECUTION, DELIVERY AND SALE OF WASTEWATER REVENUE CERTIFICATES OF PARTICIPATION AND INCREASING MAXIMUM AUTHORIZED AMOUNT THEREOF TO \$28,000,000**

Administrator Ghent introduced this item with a PowerPoint presentation. He provided background, bid numbers of the two bidders for construction of the Redundancy Project, adjusted estimate, discussion on bid results, project complexities, rates, loss of bidders, spread between bidders, and Staff opinion.

The Board had a discussion regarding potential savings, adequate funding, cost of delaying project for rebidding, and updating the Reserve Policy. Chair Ray Russom recognized staff for the good governance and administrative work that has been accomplished recently to receive the AA- rating to the COP's and the unmodified clean opinion of the 2020 Financial Audit.

Alex Handlers from Bartle Wells and Associates was available to answer Board questions.

Public Comment: Eric Christen and Julie Tacker commented on this item.

**Motion:** Director Lee motioned to Adopt Resolution No. 2020-424 replacing Resolution No. 2020-423 for the execution, delivery and sale of wastewater revenue certificates of participation and increasing the maximum principal amount to \$28,000,000.

**Second:** Chair Ray Russom

**Action:** Approved unanimously by roll call vote.

**6C. AUTHORIZE EXECUTION OF UPDATED CONTRACT FOR WWTP REDUNDANCY PROJECT CONSTRUCTION MANAGEMENT SERVICES WITH MNS ENGINEERS, INC.**

Administrator Ghent presented this item. He reported that District staff submitted the December 10, 2019 Agreement with MNS to USDA for review and USDA is requiring a revised agreement, based on Engineers Joint Contract Documents (EJCDC) as indicated in the USDA RUS Bulletin 1780-26. This item fulfills USDA requirement.

There was no public comment.

**Motion:** Director Austin motioned to authorize the District Administrator to execute an updated contract for Construction Management Services for the Wastewater Treatment Plant Redundancy Project with MNS Engineers, Inc. in the amount of \$2,616,044.

**Second:** Director Lee

**Action:** Motion approved unanimously by roll call vote.

**7. BOARD MEMBER COMMUNICATIONS**

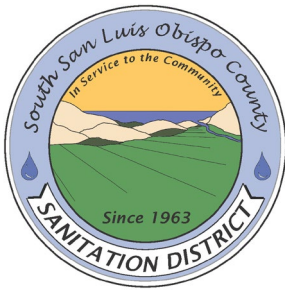
Director Lee reported the Grover Beach City Council did award a construction contract for a sewer extension along Highland Drive.

Chair Ray Russom commended staff for moving leaps and bounds these last two years to get on track with solid fiscal management and reporting as demonstrated by the Fiscal Audits. She thanked staff for everything they do and wished everyone a Happy Thanksgiving.

**8. ADJOURNMENT:**

7:27 p.m.

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



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### **Staff Report**

**Date:** December 2, 2020

**To:** Board of Directors

**From:** Jeremy Ghent, District Administrator

**Via:** Mychal Jones, Plant Superintendent

**Subject:** **AUTHORIZE THE DISTRICT ADMINISTRATOR TO EXECUTE A CONTRACT CHANGE ORDER TO MP ENVIRONMENTAL SERVICES, INC. FOR THE DIGESTER No. 2 CLEANING PROJECT**

### **RECOMMENDATION:**

Authorize the District Administrator to approve a Contract Change Order in the amount of \$173,219 for a total potential project amount of \$336,609.

### **BACKGROUND AND DISCUSSION:**

Constructed in 1991, Digester No. 2 is a 425,000-gallon welded steel tank with a diameter of 60 feet. Over time, grit, sand, and floatable material accumulate in the digester and require removal. Digester No. 2 was last cleaned and recoated in 2009/10.

With adoption of the FY 2020/21 Annual Budget the District programmed \$965,000 for completing the District Digester No. 2 Cleaning & Coating Project. The table below illustrates the budgeted costs.

<b>Digester Cleaning &amp; Coating</b>	<b>Budget</b>
Engineering Design and Inspection	\$ 65,000.00
Centrifuge	\$ 200,000.00
Energy and Chemical Cost	\$ 50,000.00
Digester Cleaning	\$ 400,000.00
Repairs if Identified (TBD)	\$ 250,000.00
<b>TOTAL</b>	<b>\$ 965,000.00</b>

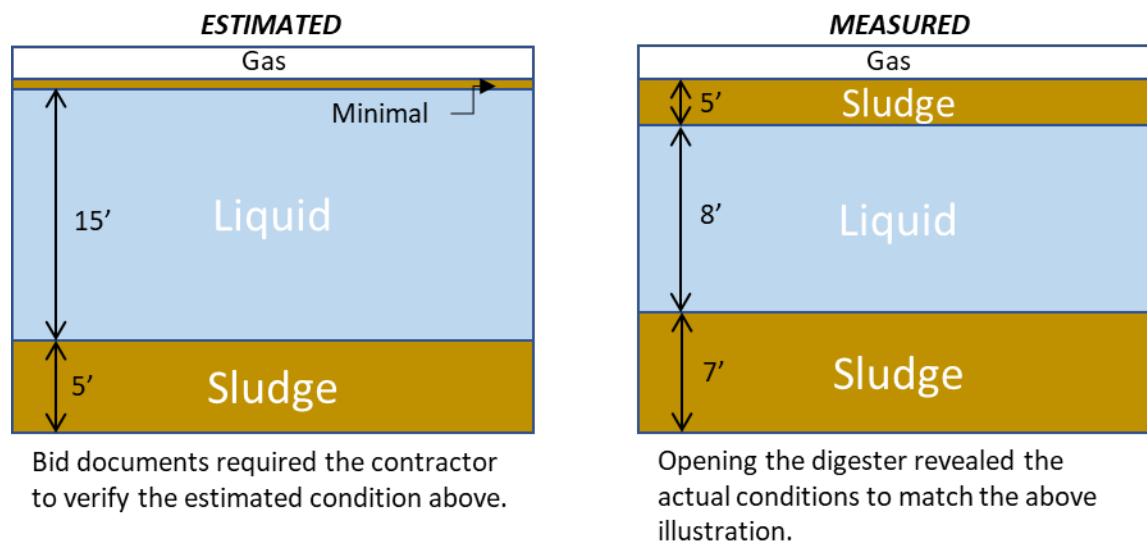
Since a digester is a confined space with pressurized gas and other hazardous conditions, it is not feasible to determine the exact amount of sludge and material that has accumulated in the



tank prior to commencing work. District staff worked with the design consultant to estimate the volume using laboratory analyses, field observation, and historical data. Based on these results, it was estimated that the bottom 5 feet or 25% of the tank would likely consist of sludge and accumulated material. The contract was set such that the Contractor's bid price was based on an assumed volume of sludge (The bottom 5 feet of the tank, or 105,750 gallons). The contract required (TASK #3) that prior to beginning work, and once the tank was safely degassed, the Contractor and Staff would open and measure the actual volume of sludge in the tank to confirm the estimates.

In October 2020, the District received bids for cleaning of the Digester. MP Environmental Services, Inc. was awarded the contract in the amount of \$142,078, and construction commenced on November 16, 2020.

On November 24, 2020, Staff and the contractor performed measurement of the sludge volume per the contract. The level of sludge in the bottom of the tank was found to be 7 feet, or 148,050 gallons. This is approximately 2 feet (42,300 gallons) higher than the estimate. Additionally, upon removal of the top hatch of the tank, a floating mat of debris was observed. This mat was not anticipated and could not have been estimated prior to opening the digester. The thickness of the mat was determined to be 5 feet, which contributes an additional 105,750 gallons of material to be processed by the Contractor. The total contract price must be adjusted to reflect the actual conditions found in the digester.




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### **FISCAL CONSIDERATION:**

The existing contract amount is for \$142,078. The established contract unit price for removing and processing solids is \$1.17 per gallon. Based on prior District digester cleaning projects, and Staff and consultant investigation of other local projects, this is a competitive unit price. The additional 148,050 gallons of solid material in the digester results in an increase in contract amount of \$173,219.

Adequate budget is included in the Adopted Budget for FY 2020/21, under Fund 26, Account No. 26-8065, Digester Cleaning & Coating.

**Attachments:**

MP Environmental Services, Inc. Executed Contract

# **AGREEMENT**

## **SSLOCSD WWTP 2020 DIGESTER No. 2 CLEANING PROJECT**

DOCUMENT 00500

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of November, 2020,  
by and between

MP Environmental Services, Inc.

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

WITNESSETH:

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

1. That Contractor shall complete the work generally described as follows: SSLOCSD WWTP  
2020 DIGESTER No. 2 CLEANING PROJECT in accordance with the Contract Documents  
therefore, as prepared by District.
2. That Owner will pay Contractor progress payments and the final payment, in accordance  
with the provisions of the contract documents, with warrants drawn on the appropriate fund  
or funds as required, at the prices bid on the proposal form accepted by Owner, and set  
forth in this agreement.

Total Bid of One Hundred Forty-Two Thousand, Seventy-Seven Dollars  
and Fifty Cents

Contract Price in Figures \$ 142,077.50

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

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

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

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

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

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

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

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

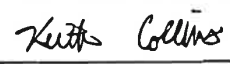
South San Luis Obispo County Sanitation  
District  
SAN LUIS OBISPO COUNTY, CALIFORNIA

BY:   
DISTRICT ADMINISTRATOR

CONTRACTOR  
BY:   
NAME  
PRESIDENT  
COMPANY

BY:   
NAME  
SECRETARY & TREASURER  
COMPANY

DISTRICT  
ATTEST:  
BY:  for A.S.  
DISTRICT CLERK  
DATE: 11/6/2020

APPROVED AS TO FORM:  
BY:   
DISTRICT COUNSEL  
DATE: November 4, 2020

S:\Engineering\FRONT DESK\Project Templates\SPCS-Table of Contents REV 10-2014.doc

Rev 2014

\*\*\* END OF DOCUMENT 00500 \*\*\*



Bond # 9287371  
Premium: \$2,755.00

**DOCUMENT 00610**

**FAITHFUL PERFORMANCE BOND**

WHEREAS, the South San Luis Obispo County Sanitation District, State of California, and MP Environmental Services, Inc. (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated November 6, 2020, and identified as SSLOCSD WWTP 2020 DIGESTER No. 2 CLEANING PROJECT, is hereby referred to and made a part hereof; and

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

NOW, therefore, we, the principal and Fidelity and Deposit Company of Maryland, as surety, are held and firmly bound unto the South San Luis Obispo County Sanitation District hereinafter called "District," in the penal sum of one hundred forty two thousand seventy seven and 00/100 Dollars (\$ 142,077.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators, jointly and severally, firmly by these presents.

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

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

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



IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on November 9, 2020.


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

MP Environmental Services, Inc.

Principal

(SEAL)

(SEAL)

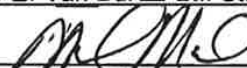
  
Signature of Principal Title

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

Fidelity and Deposit Company of Maryland

Surety

4646 E. Van Buren St., Ste. 200 Phoenix, AZ 85008

  
Signature for Surety Michael Moore Title Attorney-in-Fact

(SEAL)

(SEAL)

APPROVED AS TO FORM:

By: Kurt Collins  
District Counsel

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ATTY REV 1999

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

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of November, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsclaims@zurichna.com](mailto:www.reportsclaims@zurichna.com)  
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tammy BATES, Pam BINNS and Michael MOORE** all of Bakersfield, California **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

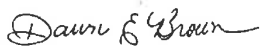
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of February, A.D. 2019.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
\_\_\_\_\_  
By: **Robert D. Murray**  
Vice President

  
\_\_\_\_\_  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Kern

On 11/09/2020 before me, Celestine Marie Henry, Notary Public  
(insert name and title of the officer)

personally appeared Michael Moore  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Bond # 9287371

**DOCUMENT 00620**

**LABOR AND MATERIAL BOND**

WHEREAS, the South San Luis Obispo County Sanitation District, State of California and MP Environmental Services, Inc. (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated November 6, 2020, and identified as project as SSLOCSD WWTP 2020 DIGESTER No. 2 CLEANING PROJECT, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the South San Luis Obispo County Sanitation District and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of ~~one hundred forty two thousand seventy seven and 00/100~~ Dollars (\$142,077.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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



IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on November 9, 2020.

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

MP Environmental Services, Inc.

(SEAL)

Principal

(SEAL)

Signature of Principal

Title

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


Fidelity and Deposit Company of Maryland

(SEAL)

Surety

4646 E. Van Buren St., Ste. 200 Phoenix, AZ 85008

(SEAL)

  
Signature for Surety Michael Moore Title Attorney-in-Fact

APPROVED AS TO FORM:

By: Kurt Collins  
District Counsel

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ATTY REV 2013

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

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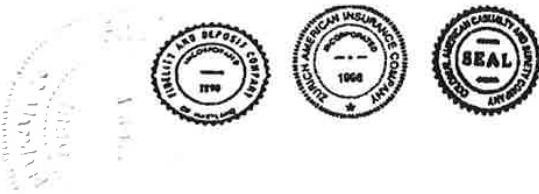
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By: Brian M. Hodges  
Vice President

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COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

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Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

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County of Kern

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(insert name and title of the officer)

personally appeared Michael Moore  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

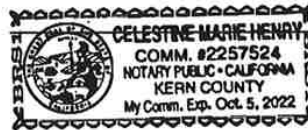
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

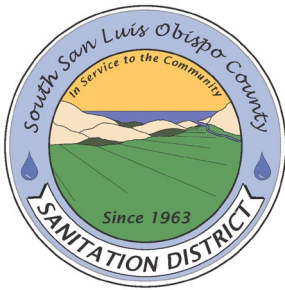
WITNESS my hand and official seal.

Signature



(Seal)





## **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](http://www.sslocsd.org)

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### **Staff Report**

**Date:** December 2, 2020  
**To:** Board of Directors  
**From:** Jeremy Ghent, District Administrator  
**Subject:** **WWTP REDUNDANCY PROJECT UPDATE**

#### **RECOMMENDATION:**

Receive and file project update.

#### **BACKGROUND:**

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.

In February 2019, the District retained MKN & Associates, Inc. (MKN) for Project Management services, including assistance with completion of the USDA Department of Rural Development loan application and assistance in completing the requirements of the conditional Coastal Development Permit. Kennedy Jenks, the District's design engineer for the project, completed the project design in April 2019. Bidding was put on hold while the District navigated the application process with USDA Rural Development. The process ultimately took 15 months through USDA engineering, financial, and environmental review, including consultation with US Fish and Wildlife Service. At each sign of potential delay, the District reviewed the potential cost of project delay against the benefit of the loan from USDA and decided to move forward with the loan application. In June 2020, USDA Rural Development issued a letter of conditions indicating a loan in the amount of \$4,464,000 at a maximum 1.375% interest rate for a term of 40 years.

While working through the USDA application, the District prequalified five general contractors for the WWTP Redundancy Project. The District began the Project bidding in September 2020 and bid opening was on November 10, 2020. The District received two bids and a discussion of those bid results is provided in the November 18, 2020 Board meeting packet. District staff intends to bring a recommendation for award and request to issue Notice of Award to the Board at the December 16, 2020 Board meeting. The District's Project team has been working to prepare for

the construction contract award. The following provides a status update on work completed in November and the work in progress which will be completed before construction commences:

## **DISCUSSION:**

### **November WWTP Redundancy Project Progress**

- Bid opening completed
- Completed coordination with USDA for updated engineering agreement for MNS for construction management services
- Executed contract with Rincon for Project biological monitoring services
- Submitted resumes for Project Biologists to USDA for forward to USFWS per USFWS conditions and received approval.
- Received authorization to execute contract with Pacific Resources Services for Community Workforce Agreement administration
- Developed financing resolution and resolution authorizing debt issuance, presented to Board, and received Board adoption
- Continued coordination with USDA for submittal of information requested in the June 2020 letter of conditions
- Completed updated financial projections after bid opening and determined project financial needs and District capability
- Developed revised resolution authorizing debt issuance, presented to Board, and received Board adoption
- Received AA- Standard and Poor's Bond Rating
- Published Preliminary Official Statement on District Finances for Certificates of Deposit

### **WWTP Redundancy Project Items to be Completed Prior to Construction**

- MKN/District Bid review – In progress. Estimate completion by November 25
- USDA Bid Review – Anticipate week of November 30
- Develop draft construction contract and submit to USDA for review – In progress. Anticipate completion week of November 30
- Meet USDA Letter of Conditions items required prior to construction – In progress, pending completion of certification of Emergency Response Plans. Anticipate completion by week of November 30
- Sale of Certificates of Participation – December 3
- Receive USDA authorization to issue Notice of Award – Anticipate week of December 7
- Coordination with USDA and Kennedy Jenks for updated engineering agreement for KJ for design engineering services during construction – In progress. Anticipate completion by week of December 7
- Closing of COP sale and receipt of funds – December 16
- District Board Approval for Notice of Award – December 16
- Issue Notice of Award – December 21
- Issue Notice to Proceed – January 4

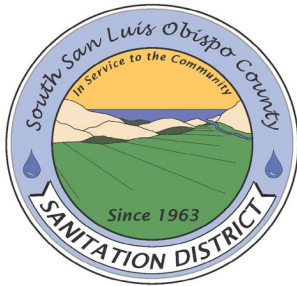
### **Redundancy Project Groundbreaking**

- The Redundancy Project represents the largest construction project undertaken by the District in the past 40 years and as such we would like to take a moment and celebrate

the accomplishment and the community's investment. Staff and MKN are working to create a responsible and safe groundbreaking ceremony while adhering to Covid-19 Safety Protocols.

**Attachments:**

None



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

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---

### **Staff Report**

**Date:** December 2, 2020

**To:** Board of Directors

**From:** Jeremy Ghent, District Administrator; Mychal Jones, Plant Superintendent

**Subject: DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT**

This report represents ongoing information on the latest District staff activities on major capital projects and studies, programmatic initiatives, regional collaboration, miscellaneous activities, and Plant Operations. *Updates since the last report are provided in italics below:*

#### **Capital Projects:**

##### **Redundancy Project:**

- *Update Provided Item 6B*

##### **Central Coast Blue:**

- *No Update*

#### **Misc:**

- *None.*

#### **Plant Tours:**

*Suspended due to Covid-19*

#### **Tentative Items:**

1. *Redundancy Project Award 12/16/2020*
2. *Review By-Laws and Chair/Vice-Chair Election 1/6/2020*

## **Plant Operations Report**

During this reporting period (November 1<sup>st</sup> – November 25<sup>th</sup>) the District's facility met its Permit limitations as required under the State of California's National Pollutant Discharge Elimination System (NPDES) Permit issued to the District. All analysis was within Permit limitations.

### **Monthly Plant Data for November 2020**

November 2020	INF Flow MGD	INF Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	BOD % Removal	INF TSS mg/L	EFF TSS mg/L	TSS % Removal	Fecal Coliform MPN/100 mL	Chlorine Usage lbs/day
Low	2.11	3.3	495	19.3		500	19.3		< 1.8	156
High	2.62	4.5	627	25.4		692	24.3		33	438
Average	2.38	3.75	535	18.9	96.5	594	22.4	96.2	7.3	294
Nov. 2019 AVG	2.38	3.66	459	16.6	96.4	426	26	93.9	12.3	273
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

### **Operation and Maintenance Tasks**

- Trimmed dewater well pipe near outfall and installed manhole lid
- Check and marked Underground Service Alerts
- Replaced polymer system fittings and hose
- Repaired leaking Sodium Bisulfite pump in chemical building
- Installed plug in upper digester supernatant line
- Isolated secondary digester in preparation of Digester No. 2 Cleaning Project
- Cleaned area surrounding rental centrifuge
- Replaced insulation on chemical heater hose
- Potholed near primary digester to locate water leak
- Installed ventilation fan on backup chemical control box to alleviate heat
- Troubleshoot backup chlorine system error
- Troubleshoot influent flow meter
- Performed a sludge blanket sample for the Digester No. 2 Cleaning Project
- Petroleum Solids Control, Inc.
  - Performed monthly maintenance on rental centrifuge
  - Troubleshoot lube pump on rental centrifuge
- Removed and reinstalled secondary chlorine system

### **Work Orders Completed**

- Performed algae control on all clarifiers
- Performed annual wet weather preparation
- De-ragged both primary clarifier sludge pumps
- Calibrated backup chemical systems
- Performed preventative maintenance on
  - Fume hood in bathrooms, influent pump room, main control center building, and cogeneration building
  - Plant carts
  - Clarifier drives

**Training**

No training this reporting period

**Call Outs**

November 24<sup>th</sup>, 4:47 PM – High ORP Alarm. Operations staff responded and inspected the SCADA system trends and disinfection system. Appeared to have been a false alarm. All processes were operating normally.

November 25<sup>th</sup>, 6:50 AM – High ORP Alarm. Operations staff responded and inspected the SCADA system trends and disinfection system. This alarm was caused by very low morning flows resulting in higher chlorine dosages even with the chlorine dosage at the minimum setpoint.