



**SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT**

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

**AGENDA
BOARD OF DIRECTORS MEETING**

VIRTUAL ZOOM MEETING

Please click the link below to join the webinar:

Wednesday, December 16, 2020 at 6:00 p.m.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87800124075?pwd=clBtU1pHVm5rZEZrb1JoOGE4cjNRZz09>

Passcode: 810936

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

1 301 715 8592

Passcode: 810936

International numbers available: <https://us02web.zoom.us/j/kc3veAd7a7>

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

-
- 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 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 December 2, 2020

6. ACTION ITEMS:

6A. AUTHORIZE EXECUTION OF CONTRACT AMENDMENT #3 FOR WWTP REDUNDANCY PROJECT ENGINEERING SERVICES WITH KENNEDY/JENKS CONSULTANTS, INC.

Recommendation: Authorize the District Administrator to execute a contract amendment for Design Engineering Services for the Wastewater Treatment Plant Redundancy Project with Kennedy/Jenks Consultants, Inc. in the amount of \$476,289 for a total amended contract amount of \$2,781,737.

6B. AUTHORIZE ISSUANCE OF NOTICE OF AWARD FOR WWTP REDUNDANCY PROJECT CONSTRUCTION TO J.R. FILANC CONSTRUCTION COMPANY, INC., UPON RECEIPT OF APPROVAL FROM USDA

Recommendation:

1. Authorize the District Administrator to issue a Notice of Award to J.R. Filanc Construction Company, Inc., for construction of the Wastewater Treatment Plant Redundancy Project in the amount of \$26,939,042 upon receipt of final approval from United States Department of Agriculture
2. Authorize the District Administrator to execute contract change orders as required to maintain efficiency of construction for up to 5% of the contract amount (\$1,346,962)

7. BOARD MEMBER COMMUNICATIONS:

8. ADJOURNMENT:

The next regularly scheduled Board Meeting will be held January 6, 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
12/16/2020

VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
AGP VIDEO, INC.	PROFESSIONAL SERVICE	NOVEMBER 2020	120920-4970	7080	920.00	920.00
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	JANUARY 2021	4971	6025	815.10	815.10
ARAMARK	UNIFORMS	11/27/2020; 12/04/2020	4972	7025	641.52	641.52
AUTOSYS, INC.	SCADA	2734	4973	20-7060	3,920.00	3,920.00
BRENNTAG	PLANT CHEMICALS	BPI03292	4974	8050	2,704.14	2,704.14
CAREN RAY RUSSOM	BOARD SERVICE	NOVEMBER 2020	4975	7075	200.00	200.00
CENTRAL COAST FENCE	STRUCTURE MAINTENANCE	15689	4976	8060	2,920.77	2,920.77
CHARTER COMMUNICATIONS	COMMUNICATIONS	11/26/20-12/28/20	4977	7013	309.95	309.95
COUNTY OF SLO	PERMITS	ENVIRONMENTAL HEALTH	4978	7068	1,039.00	1,039.00
COASTAL ROLL OFF SERVICE	RUBBISH	NOVEMBER 2020	4979	7093	673.40	673.40
ENGEL & GRAY	BIOSOLIDS HANDLING	NOVEMBER 2020	4980	7085	11,366.36	11,366.36
EVERYWHERE RIGHT NOW, INC.	COMPUTER SUPPORT	DECEMBER 2020	4981	7082	100.00	100.00
GORDON SAND CO.	STRUCTURE MAINTENANCE	0625937	4982	8060	1,228.50	1,228.50
GRAINGER	EQUIPMENT MAINTENANCE	9718161137; 9728208225	4983	8030	47.72	47.72
HACH COMPANY	LAB SUPPLIES	12230752	4984	8040	167.20	167.20
HOPKINS TECHNICAL PRODUCTS	EQUIPMENT MAINTENANCE	36203012953; 3620301302	4985	8030	1,436.81	1,436.81
I.I. SUPPLY	SAFETY SUPPLIES	73731	4986	8056	16.73	16.73
JAN PRO	STRUCTURE MAINTENANCE	DECEMBER 2020	4987	8060	333.00	333.00
JB DEWAR	FUEL	952793	4988	8020	56.22	56.22
JEFF LEE	BOARD SERVICE	NOVEMBER 2020	4989	7075	200.00	200.00
LINDA AUSTIN	BOARD SERVICE	NOVEMBER 2020	4990	7075	200.00	200.00
MKN ENGINEERING	REDUNDANCY	ADMINISTRATION	4991	20-7080	11,347.52	17,133.56
	STRUCTURE IMPROVEMENT	DIGESTER CLEANING		26-8065	5,786.04	
MNS ENGINEERS	REDUNDANCY	CONSTRUCTION MANAGEMENT	4992	20-7080	2,475.00	2,475.00
NATES PLUMBING & HVAC	STRUCTURE MAINTENANCE	0349115	4993	8060	225.00	225.00
OCSD	WATER	11/30/2020-11/18/2020	4994	7094	352.59	352.59
OILFIELD ENVIRONMENTAL	CHEMICAL ANALYSIS	2005776	4995	7078	85.00	85.00
PETROLEUM SOLIDS CONTROL	STRUCTURE MAINTENANCE	DECEMBER 2020	4996	26-8065	26,567.00	26,567.00
R.F MCDONALD CO.	EQUIPMENT MAINTENANCE	301414	4997	8030	1,610.00	1,610.00
READY REFRESH	ADMIN BUILDING	10/25/20-11/24/20	4998	8045	343.29	343.29
SO CAL GAS	GAS	10/29/20-12/01/20	4999	7092	2,458.52	2,458.52
SOUTH COUNTY SANITARY	RUBBISH	DECEMBER 2020	5000	7093	391.48	391.48
STREATOR PIPE & SUPPLY	EQUIPMENT MAINTENANCE	S1553487.001	5001	8030	68.29	68.29
SWRCB	PERMITS		5002	7068	32,063.00	32,063.00
UMPQUA BANK		NOVEMBER 2020	5003		2,074.81	2,074.81
USA BLUEBOOK	EQUIPMENT MAINTENANCE	432496	5004	8030	144.49	144.49
VWR INTERNATIONAL	LAB SUPPLIES	2020-059	5005	8040	253.68	253.68
WEST COAST GAUGING SERVICES	EQUIPMENT MAINTENANCE	ANNUAL MAINTENANCE	5006	8030	5,318.00	5,318.00
SSLOCS	NOVEMBER TRANSFER	PAYROLL	5007		58,146.23	85,109.58
		RETIREMENT		6060	9,429.40	
		MEDICAL		6010	17,432.25	
		LIFE INSURANCE		6030	64.17	
		ANALYSIS CHARGES		7068	37.53	
TOTAL					205,969.71	205,969.71

We hereby certify that the demands numbered serially from 120920-4970 to 120920-5007 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, December 2, 2020

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
Keith Collins, District Legal Counsel
Amy Simpson, District Bookkeeper/Secretary
Mychal Jones, Plant Superintendent

2. PLEDGE OF ALLEGIANCE

Director Lee 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 18, 2020

Bookkeeper Simpson reported that there was one change to the Warrant Register. Warrant 112520-4957 in the amount of \$249.28 has been voided.

There was no Public Comment:

Motion: Director Lee motioned to approve the Consent Agenda with the deletion of Warrant 112520-4957.

Second: Director Austin

Action: Approved unanimously by roll call vote.

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

Superintendent Jones presented this staff report. The total price must be adjusted based on the difference of what was estimated and the actual after the Digester was opened. There is sufficient budget in Fund 26 and no adjustment is required at this time.

The Board had a brief discussion regarding the math formula was used to determine the new cost. It was reported that there is sufficient budget for all projects budgeted in Fund 26. The Board thanked staff for the accuracy on estimating this project and anticipating the unknowns.

There was no public comment.

Motion: Director Lee motioned to 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.

Second: Director Austin

Action: Approved unanimously by roll call vote.

6B. WWTP REDUNDANCY PROJECT UPDATE

Administrator Ghent opened this item and turned it over to Eileen Shields from MKN, Engineering presented the item. She gave a recap on the progress that has been made in November 2020.

Director Lee asked if accepting sale of bonds without acceptance from the USDA.

Administrator Ghent responded that the COP's will have sold. The USDA requires procurement of funding prior to approval.

Public Comment: Julie Tacker commented on the financing of the project in regard to the Community of Oceano benefiting from the USDA loan.

The Board asked staff to analyze the question Ms. Tacker poses and follow up with an email to Ms. Tacker.

Administrator Ghent said there is no legal requirement and that he would look and see if there is an advantage to doing the analysis.

Action: Receive and File.

6C. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Administrator Ghent reported that the Bylaws and the election of the Chair and Vice Chair will be on upcoming Agenda.

Superintendent Jones said the plant is operating in compliance the NPDES permit limits. He read the staff report that updated the Board on maintenance projects that have been performed at the plant and plant callouts.

Public comment: Julie Tacker provided an update on an appeal filed that will be heard before the Coastal Commission.

Action: Receive and File.

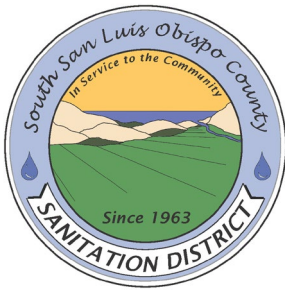
7. BOARD MEMBER COMMUNICATIONS

Chair Ray Russom announced that there will be a second meeting on December 16, 2020.

8. ADJOURNMENT:

6:49 p.m.

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



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

www.sslocsd.org

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: December 16, 2020

Subject: **AUTHORIZE EXECUTION OF CONTRACT AMENDMENT #3 FOR WWTP REDUNDANCY PROJECT ENGINEERING SERVICES WITH KENNEDY JENKS CONSULTANTS, INC.**

RECOMMENDATION:

Authorize the District Administrator to execute a contract amendment for Design Engineering Services for the Wastewater Treatment Plant Redundancy Project with Kennedy Jenks Consultants, Inc. in the amount of \$476,289 for a total amended contract amount of \$2,781,737.

BACKGROUND AND DISCUSSION:

The District is currently seeking a Rural Development Loan from the United States Department of Agriculture (USDA) for the Project. USDA requires that contracts with engineers and contractors follow certain formats in order to qualify for funding. USDA's standard engineering agreement is a modification of a contract template for Design Engineering Services from Engineers Joint Contract Documents Committee (EJCDC). Per USDA's requirements, the District developed a new contract using this form for the District's Construction Management Team, MNS. From previous discussions with USDA staff, the District was expecting to meet the same requirements for the contract with the Project Design Engineer, Kennedy Jenks Consultants, Inc. (KJ). However, USDA staff reviewed the District's existing contract with KJ and recently changed their position and indicated that a contract amendment would be used, rather than a new contract. As such, District Staff developed a contract amendment for the remaining design engineering services which follows USDA staff's guidelines. This contract amendment adds USDA-required forms and language and increases the budget amount for engineering services during construction.

KJ was selected as the Project Design Engineer in April of 2016. KJ has been instrumental in developing the Project and assisted through the bid phase this Fall. As the project moves into construction, continued design engineering services are required to ensure the project is constructed successfully and in accordance with the design. The existing contract with KJ covers design services through construction. The District has a current contract with KJ for \$2,305,468

with \$373,855 remaining. District staff worked with KJ to review the existing budget and develop a recommended scope and budget for the remaining needed services.

Through development of the contract amendment, District staff worked with KJ to update and refine the scope of work and assumptions, which were prepared in 2016 prior to design. The recommended services include:

- Assistance with Standby Diesel Engine Generator permit (APCD)
- Project management and agency coordination
- Development of conformed drawings
- Response to requests for information and issuing clarifications
- Preparing request for quotation and reviewing change orders
- Submittal review
- Construction meetings, coordination meetings, and photo review
- Site visits
- Record drawings
- Secondary clarifier condition assessment
- Ground improvements observation and testing
- Other as-needed services

The proposed fee for these required services is \$850,124. Additional detail is provided in the attachments. An unused budget of \$373,855 is remaining in the current contract, and therefore, the proposed amendment amount is \$476,269. The amendment also covers the following changes in construction phase services since the original contract was executed.

- Addition of Geotechnical Engineering Services during Construction: \$121,184
 - *REASON – Previously budgeted but not previously scoped*
 - *Geotechnical engineering services during construction was not included in the original scope of work. District staff recommends including these required services in the design engineering contract.*
- Addition of Project Management and Agency Coordination: \$69,177
 - *REASON – Design Engineer oversight required by funding agency*
 - *This allows for an average of 7 to 8 hours per month for Project Management and coordination with USDA during construction*
- Addition of Secondary Clarifier Assessment: \$18,520
 - *REASON - Expanded Scope*
 - *Rehabilitation of the existing secondary clarifier was added during design. This amount covers the Design Engineer's assessment of the clarifier after it is brought offline during construction*
- Increase in hours based on adjusted assumptions: \$31,765
 - *REASON – District and Construction Management Risk review revealed that number of submittal reviews are likely to exceed the previous estimate*
 - *KJ and District staff reviewed the assumed level of effort (hours) and made adjustments based on the completed design for items including submittal review and development of conformed drawings and specifications.*
- Labor Rate Increases/Escalation: \$49,701
 - *REASON – Delay and inflation*
 - *An adjustment of approximately 9% of the original contract amount from 4 ½ years ago, averaging less than 2% per year*

Fiscal Consideration:

The recommended contract amendment amount is \$476,269, for a total construction phase services budget of \$850,124 and a total contract amount of \$2,781,737. There is sufficient budget to cover these costs. The project financial projections budgeted \$845,000 for design engineering construction phase services, plus a contingency for professional services during construction.

Attachment:

Draft Contract Amendment #3 for Kennedy Jenks Consultants

AMENDMENT TO OWNER-DESIGN ENGINEER AGREEMENT

Amendment No. 3

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Design Engineer Agreement: April 18, 2016

Owner: South San Luis Obispo County Sanitation District

Design Engineer: Kennedy/Jenks Consultants, Inc.

Project: South San Luis Obispo County Sanitation District Redundancy Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Design Engineer
- ☐ Modifications to services of Design Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Design Engineer
- ☒ Modifications to time(s) for rendering services
- ☒ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

- USDA required attachments to the Owner- Design Engineer Agreement:
 - Amendment to Owner-Design Engineer Agreement
 - Federal Requirements
 - USDA Funding Certification Page
 - American Iron and Steel Requirements – Design Engineer
 - Form AD-1048
 - RD Instruction 1940-Q
 - USDA Required Engineer Services - Responsibilities
- Scope of Work for Phase 7 shall be modified as included in Exhibit A attached
- Phase 7 Fee Amendment, see Exhibit B attached

Amendment to Owner-Design Engineer Agreement.

This document is a MODIFIED version of EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
Copyright© 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers.
Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

Agreement Summary:

Original agreement amount:	\$ 1,837,704
Net change for prior amendments:	\$ 467,764
This amendment amount:	\$ 476,269
Adjusted Agreement amount:	\$ 2,781,737

Change in time for services (days or date, as applicable): 12/7/2020 to 12/31/2023

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Design Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

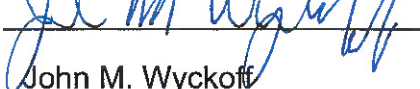
OWNER:

DESIGN ENGINEER: Kennedy/Jenks Consultants, Inc.

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: 
Print
name: John M. Wyckoff

Title: Vice President

Date Signed: 12/7/2020

Amendment to Owner-Design Engineer Agreement.

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AMENDMENT TO OWNER-DESIGN ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Design Engineer Agreement:

Owner:

Design Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Design Engineer
- _____ Modifications to services of Design Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Design Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

-

Amendment to Owner-Design Engineer Agreement.

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Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Design Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

DESIGN ENGINEER:

By: _____
Print
name: _____
Title: _____
Date Signed: _____

By: _____
Print
name: _____
Title: _____
Date Signed: _____

Amendment to Owner-Design Engineer Agreement.

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USDA Rural Development
Attachment to Design Engineer Services Agreement

Federal Requirements

- A. Agency Concurrence. Signature of a duly authorized representative of the USDA Rural Utilities Service (Agency) in the space provided on the USDA Funding Certification Page attached to this agreement does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Agency's designated representative concurs.
- B. Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Design Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Design Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. Restrictions on Lobbying. Design Engineer and each Consultant shall comply with the "Byrd anti- lobbying amendment (31 U.S.C. 1352)" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Design Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. Suspension and Debarment. Design Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Design Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Design Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.
- E. American Iron and Steel Requirements. The Design Engineer's responsibilities and certification forms that are attached to this engineering agreement are included as guidance for the Design Engineer's compliance with the USDA Rural Development's American Iron and Steel (AIS) Requirements that are applicable to this project.

F. Suspension and Termination

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Design Engineer.
2. *By Design Engineer:* Design Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Design Engineer for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Design Engineer:
 - 1) upon seven days written notice if Owner demands that Design Engineer furnish or perform services contrary to Design Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Design Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Design Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - 3) Design Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Design Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

A. *Payments Upon Termination:*

1. In the event of any termination under Paragraph A or B, Design Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk.
2. In the event of termination by Owner for convenience or by Design Engineer for cause, Design Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Design Engineer's Consultants, and other related close-out costs.

USDA Funding Certification Page

COMPENSATION FOR DESIGN ENGINEER'S SERVICES

1. The Design Engineer's Total Project fees are described below.

Phase 1 Services	\$ 581,437
Phase 2 Services	\$ 74,115
Phase 3 Services	\$ 731,412
Phase 4 Services	\$ 263,184
Phase 5 Services	\$ 19,684
Phase 6 Services	\$ 261,781
Phase 7 Services	\$ 850,124
Total Amount:	\$ 2,781,737

- a. The Design Engineer's invoices shall include a breakdown and description of the services provided based on the line items above and the invoices shall only include work that has been completed. The invoiced charges shall be based on Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and Design Engineer's Consultant's charges, if any.
- b. A copy of the Design Engineer's current Standard Rate Schedule is attached. The Standard Rate Schedule includes descriptions of standard hourly rates and the service performed for each rate and a description of the charge rates for reimbursable expenses.
- c. The Design Engineer's billing shall not exceed the Total Amount shown. Any changes to the Design Engineering fees must be approved by USDA Rural Development and the Owner. Any approved adjustments to the Design Engineering fees shall be made by written amendment.

AGENCY CONCURRENCE

As lender or insurer of funds to defray the costs of this Agreement, and without liability for any payments thereunder, USDA Rural Development hereby concurs in the form, content, and execution of this Agreement in accordance with the Letter of Conditions for project funding.

Signature - USDA Rural Development Representative

Date

Print Name and Title

Project Name

AMERICAN IRON AND STEEL REQUIREMENTS

USDA Rural Development

Design Engineer's Responsibilities

- A. Design the project with the understanding that USDA Rural Development - American Iron and Steel (AIS) requirements are to be implemented.
- B. Provide project cost estimates that reflect AIS compliance.
- C. Certify that the Bidding and Construction Contract Documents comply with AIS requirements by:
 - Including the required AIS language, and
 - Obtaining the required Manufacturer's Certification Letter for iron and steel products that are referred to by name in the documents and not covered by a waiver.
- D. Require that Contractors provide a Manufacturer's Certification for proposed "or-equal" or substitute iron and steel products during bidding, submittal reviews, and for construction change proposals.

DESIGN ENGINEER'S CERTIFICATION

American Iron and Steel Requirements

USDA Rural Development

Date: 12/7/2020

RE: [Project: South San Luis Obispo County Sanitation District Redundancy Project]

[Owner: South San Luis Obispo County Sanitation District

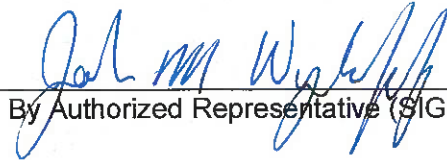
[Construction Contract Name: J.R. Filanc Construction, Inc]

I hereby certify that to the best of my knowledge and belief all iron and steel products referenced in the Plans, Specifications, and Bidding Documents for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, or are the subject of a waiver approved by the Secretary of Agriculture or designee. This certification is not intended to be a warranty in any way, but rather the designer's professional opinion that to the best of their knowledge the documents comply.

I hereby commit that to the best of my ability all iron and steel products that will be referenced in the Bid Addenda, Executed Contracts, and Change Orders will comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or will be the subject of a waiver approved by the Secretary of Agriculture or designee.

Kennedy/Jenks Consultants, Inc.

Name of Engineering Firm (PRINT)



By Authorized Representative (SIGNATURE)

Vice President

Title

(This certification is to be submitted to USDA Rural Development prior to bidding authorization)



United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

Kennedy/Jenks Consultant, Inc.

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

John M Wyckoff, Vice President

SIGNATURE(S)

DATE

12/7/2020

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

Instructions for Certification

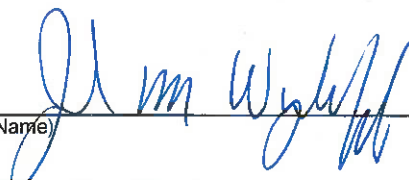
- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



(Name)
Vice President

(Title)

12/7/2020

(Date)

(08-21-91) PN 171

USDA Engineering Agreements

Responsibilities for Bidding and Construction Phase Services

WWTP Redundancy Project
SSLOCSD

		<i>Responsibilities</i>	
USDA Required Engineer Services Exhibit A		Project Design Engineer Kennedy Jenks Consultants	Construction Project Management Engineer MNS Engineers, Inc.
A1.04	<i>Bidding Phase</i>		
A.1.	<i>Obtaining Bids</i>	Services in Exhibit A, Phase 6	Services in A1.04 – A.1.
	<i>Pre-Bid Meeting</i>	Services in Exhibit A, Phase 6	Services in A1.04 – A.1.
A.2.	<i>Addenda</i>	Services in Exhibit A, Phase 6	Services in A1.04 – A.2
A.3.	<i>Assist Owner</i>	Services in Exhibit A, Phase 6	Services in A1.04 – A.3.
A.4.	<i>Contractor Qualifications</i>	No Services	Services in A1.04 – A.4.
A.5.	<i>Subcontractor Qualifications</i>	No Services	Services in A1.04 – A.5.
A.7.	<i>Bid Opening</i>	No Services	Services in A1.04 – A.7.
A.1.05	<i>Construction Phase</i>		
A.1.	<i>General Administration of Construction Contract</i>	No Services	Services in A1.05 – A.1.
A.2.	<i>Resident Project Representative (RPR) (resident inspector)</i>	No Services	Services in A1.05 – A.2.
A.3.	<i>Selection of Independent Testing Laboratory Services</i>	No Services	Services in A1.05 – A.3.
A.4.	<i>Pre-Construction Conference</i>	No Services	Services in A1.1.05 – A.4.
A.5.	<i>Electronic Transmittal Protocols</i>	No Services	Services in A1.05 – A.5.
A.6.	<i>Original Documents</i>	No Services	Services in A1.05 – A.6.
A.7.	<i>Schedules</i>	No Services	Services in A1.05 – A.7.
A.8.	<i>Baselines and Benchmarks</i>	No Services	Services in A1.05 – A.8.
A.9.	<i>Visits to Site and Observation of Construction</i>	Services in Exhibit A, Task 7.6	Services in A1.05 – A.2. and A.9.
A.10.	<i>Defective Work</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.2. and A.10.
A.11.	<i>Compatibility with Design Concept</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.11.
A.12.	<i>Clarifications and Interpretations</i>	Services in Exhibit A, Task 7.2	Services in A1.05 – A.12.
A.14.	<i>Field Orders</i>	Services in Exhibit A, Task 7.3 (for review)	Services in A1.05 – A.14.
A.15.	<i>Change Orders and Work Change Directives</i>	Services in Exhibit A, Task 7.3	Services in A1.05 – A.15.
A.16.	<i>Differing Site Conditions</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.16. and A.2. Item 6A. Attachment

A.17.	<i>Shop Drawings, Samples, and Other Submittals</i>	Services in Exhibit A, Task 7.4	Services in A1.05 – A.17.
A.18.	<i>Substitutes and “Or-equal”</i>	Services in Exhibit A, Task 7.4 (as needed)	Services in A1.05 – A.18.
A.19.	<i>Inspections and Tests</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.19.
A.20.	<i>Change Proposals and Claims</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.20.
A.21.	<i>Applications for Payment</i>	No Services	Services in A1.05 – A.21.
A.22.	<i>Contractor’s Completion Documents</i>	Services in Exhibit A, Task 7.7 (as needed)	Services in A1.05 – A.22.
A.23.	<i>Substantial Completion</i>	Services in Exhibit A, Task 7.6	Services in A1.05 – A.23.
A.24.	<i>a. New Electrical Power</i>	No Services	Services in A1.05 – A.24.a.
	<i>b. O&M Manual</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.24.b.
	<i>c. Startup and Training</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.24.c.
	<i>d. Project Compliance</i>	No Services	Services in A1.05 – A.24.d.
	<i>e. Conduct Meetings</i>	No Services	Services in A1.05 – A.24.e.
	<i>f. Progress Reports</i>	No Services	Services in A1.05 – A.24.f.
	<i>g. Document Project Work</i>	No Services	Services in A.1.05 – A.24.g.
	<i>h. Testing and Inspection Management</i>	No Services	Services in A.1.05 – A.24.h.
	<i>i. Wage & Labor Compliance</i>	No Services	Services in A.1.05. – A.24.i.
	<i>j. American Iron & Steel Responsibilities</i>	Services as required by USDA AIS program	Services in A1.05 – A.24.j.
A.25.	<i>Final Notice of Acceptability of the Work</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.25.
A.26.	<i>Standards for Certain Construction Phase Decisions</i>	Services in Exhibit A, Task 7.8 (as needed)	Services in A1.05 – A.26.
A.1.06	<i>Post-Construction Phase</i>		
A.1.	<i>Construction Contract One-Year Guarantee (Warranty) Inspection</i>	No Services	Services in A1.06 – A.2.

Phase 7 – Office Engineering During Construction

The Consultant will provide engineering support throughout the construction period to assist the District in clarifying design intent, review product submittals, and developing solutions to resolve implementation challenges with construction contractor. Construction period services include:

Task 7.0 – Construction Phase Project Management and Agency Coordination

The objective of this task is to maintain regular communication with the District, its representatives, and funding agencies and make certain that technical objectives are achieved in a timely and cost effective manner. Project management activities include:

- **Project Setup:** Preparing internal project team documents such as a Project Management Plan and Hazard Appraisal and Recognition Plan (HARP). These internal documents include: the project scope, project team roles and responsibilities, communication protocols, level of effort, safety requirements for this phase of the project, quality control and quality assurance review requirements, and project procedures.
- **Negotiate Subcontracts:** Developing subconsultant agreements. A defined scope of services with a not-to-exceed budget will be developed for these agreements.
- **Coordinate Members of Project Team, including Subconsultants:** Working closely with project team members so that each person knows their role, work product expectations, deadlines, and labor allocations. The Consultant will have regular internal meetings to keep the project on track and to maximize design efficiencies.
- **Project Progress Meetings with the District:** The Consultant will participate in monthly project progress meetings via teleconference to keep the District apprised of project status, discuss work accomplished, solicit for input on design decisions, and plan subsequent stages of work. It is expected that these meetings will last 30 minutes to one hour.
- **Prepare Monthly Project Status Report and Invoice for the District:** The Consultant will monitor progress as compared to expenditures every month throughout the project. Monthly “Cost Control/Progress Reports” are routinely used for assessing Kennedy/Jenks’ progress so that costs can be controlled and potential problems can be identified early enough in the process to resolve them before they become big issues. An earned value assessment will be provided with each monthly status report and invoice.
- **Agency Coordination:** The Consultant will coordinate with the District, its representatives, and funding agencies on an as-needed basis to keep agency staff informed and to help coordinate approval of project changes.

Task 7.1 – Conformed Drawings

The Consultant will prepare a set of conformed drawings and specifications incorporating changes made via addenda during the bidding period.

Task 7.2 – Responding to Requests for Information and Issuing Clarifications

Inevitably questions will arise during construction. This task provides a vehicle for the design team to prepare written Clarifications and respond to written Requests for Information (RFIs) from the contractor. Clarifications and RFIs are used in the construction process to document and provide formal interpretation of questions arising instruction. The level of effort assumes 56 clarifications and RFIs at 5 hours/each (geotechnical RFIs and clarifications are budgeted separately under Task 7.10).

Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project

Scope of Work

Exhibit A

Task 7.3 – Preparing Requests for Quotation and Reviewing Change Orders

In construction projects, situations occur that necessitate a change in scope of the construction contract. Through this task, the Consultant will assist the District in reviewing, interpreting, responding, and preparing changes to the construction contract. The Consultant will prepare written Requests for Quotation (RFQs) and respond to written Change Order (COs) requests from the contractor. RFQs are used to communicate and request quotations for Owner-initiated changes; for example, adding equipment not in the original scope is an example of an Owner-initiated change. COs are Contractor-initiated and used to communicate and request additional payment for providing extra work due to an unexpected condition. The level of effort assumes 15 Change Orders and RFQs at 8 hours/each.

Task 7.4 – Submittal Reviews

Submittals are used to communicate the contractor's intent for providing equipment and materials for the project; for example the contractor will prepare a submittal detailing the type of pipe they propose to provide. Consultant will review these submittals for compliance with the design intent, and advocate that the District receives the level of quality in the products that they have specified and are paying for. The level of effort assumes 210 submittals and resubmittals at 6 hours/each (geotechnical submittals are budgeted separately under Task 7.10).

Task 7.5 – Construction Meetings, Coordination Meetings, and Photo Review

The Consultant will participate in weekly construction meetings and coordination meetings via phone to provide feedback to the District and the construction contractor on status of reviews and input on construction issues. This level of effort assumes one-hundred and four (104) 1-hour coordination meetings with the District and its Construction Manager, and one-hundred and four (104) 1-hour meetings with the District, its Construction Manager, and the construction contractor. Prior to the coordination meetings the Consultant will review photos from the previous week and provide feedback to the District and its Construction Manager. The level of effort for photo reviews assumes 1 hour per week for 104 weeks.

Task 7.6 – Site Visits

This task includes effort for the Consultant to visit the site to review work, perform inspection, coordinate engineering issues, and other needs that may arise. Twelve (12) site visits are budgeted for the Consultant Project Manager or other design leads.

Task 7.7 – Record Drawings

The Consultant will use contractor provided red-line construction drawings to prepare as-built drawings in AutoCAD. The as-built drawings will assist the District in record-keeping and future maintenance of the facilities.

Task 7.8 – Other As Needed Services

The Consultant will assist the District with other as needed services, which could include:

- Support the District and its Project Management team in developing solutions to challenges that arise due to varying site conditions or discrepancies in contract documents.
- Provide support to the District for SCADA screen development and PLC programming for non-vendor supplied PLCs.
- Perform periodic field visits and final inspections.
- Coordinate with contractor to receive vendor-provided O&M manuals for equipment installed as part of this project, in order to produce O&M manual (O&M manual by others).

The scope of work for this Task is not completely defined as the design is not yet complete; budget is included for this assistance on an "as needed" basis, to assist the District with these services up to the budgeted level of effort. The actual scope needed will be identified by the District as required.

Task 7.9 – Clarifier Condition Assessment

The Consultant will provide a two-person team to perform a visual inspection of the existing secondary clarifier concrete structure, after it has been removed from service and cleaned by the construction contractor. The visual inspection of the clarifier will include:

- A general visual inspection of the concrete surfaces, with photo documentation of observed discoloration and surface defects.
- Screening of the observed defects and identification of approximately twelve (12) areas for additional investigation. The areas flagged for additional investigation could include areas of greater concern and some randomly selected areas where no defects were noted.
- Detailed visual inspection, hammer sounding, and surface hardness scratch testing of the areas identified for additional investigation.

The inspection will be documented in a short field memorandum. The field memorandum will provide recommendations for clarifier concrete repairs and will identify if the general concrete repair specification included in the contract documents is adequate to address the observed defects. The District will be notified if defects are discovered that require additional investigation or rehabilitation beyond what is addressed by the contract documents. If this occurs, a change order may be required to perform additional engineering and repair work by the construction contractor.

Task 7.10 – Ground Improvements Observation and Testing

The Consultant's will provide the following as-needed services as they relate to geotechnical elements of the project:

- Attend preconstruction, kick-off, or other progress meetings when requested by the District.
- Review contractor submittals for conformance with the specifications and geotechnical recommendations, such as ground improvement submittal, shoring systems, excavation plans, construction dewatering plans, settlement monitoring plan and reported data, imported fill, geosynthetics, aggregates, daily field reports, compaction test results, grading observations, and other pertinent geotechnical related items and submittals.
- Review and respond to requests for information (RFIs) related to the geotechnical report or aspects of the specifications.
- Review of settlement monitoring data of adjacent structures and the Pismo Beach Outfall pipeline during construction and address contractor's contingency plan if implemented.
- Observe and document of installation of ground improvements (vibro-stone columns) for conformance with the construction specifications.
- Select test cone penetrometer test (CPT) locations for the ground improvements, observe testing, review and analyze data for conformance with the specified ground improvement, recommend additional deep compaction (when needed), and provide opinion whether the test data satisfies the specifications.
- Observe structure excavations, subgrade preparation, foundation stabilization for structure excavations and pipeline trenches, operation of dewatering systems, and other site geotechnical conditions when requested by the Engineer;
- Providing written opinions as to whether the ground improvements, foundation preparations, and portions of the construction observed were constructed in general accordance with the approved plans and specifications, building code, and recommendations of the final geotechnical report.

Phase 7 - Deliverables

- Conformed drawings and specifications
- Submittal responses

Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project

Scope of Work

Exhibit A

- RFI responses and clarifications
- Change order recommendation memoranda and requests for quotation
- Written recommendations related to clarifier condition assessment and necessary repairs
- Written recommendations related to geotechnical work and ground improvements observation
- Project record drawings

Responsibilities

The following items establish responsibilities as they relate to the scope of services described above:

1. Permitting, agency negotiation, and CEQA-related work will be handled separately by the District.
2. The District will pay for all permit fees, advertising costs, and other project associated fees unless they are specifically identified to be a Consultant expense.
3. The District or others will provide construction management services, including construction administration, day-to-day construction management, special inspections, document administration services, and any other activities not specifically identified in this scope of work. The District will ensure that staff is available to perform these duties with fluctuations in the level of effort required for the project.
4. The Consultant will provide review of construction correspondence for the purposes of determining compliance with the technical and functional provisions of the construction contract documents only. This review service is not in any way an assumption on the part of the Consultant of responsibility for methods or equipment used by the construction contractor; for the sufficiency of design or installation of scaffolding, sheeting, or shoring; for the safety of the job; or for compliance by the construction contractor with laws and regulations.
5. The District or its Construction Manager will take a minimum of 20 digital project photos per day and preserve them to provide an additional source of photo documentation to that of the Contractor. Photos will be used to document existing conditions, construction progress, contractor forces and equipment on site, and defective work. The District or its Construction Manager will save all digital photos into a networked project directory viewable by the Consultant. Digital photos for each day will be saved in folder, with each folder chronologically titled by date.
6. The District or its Construction Manager will receive, review, and respond to construction administration submittals and RFIs. Most Division 1 submittals are construction administration submittals (schedule of values, CPM schedule, plan of operations, punch list, etc.).
7. Periodic Review of Record Drawings: the District or its Construction Manager will track progress by the Contractor in keeping up with contractor required updates to the record drawings through the course of the project to ensure that they are reflective of the actual work installed.
8. The District or its Documents Administrator will transmit all project correspondence (RFIs, submittals, change orders, etc.) to the Consultant in electronic PDF format. Electronic copies of the Consultants review will be returned; no hard copies will be returned. If physical samples are submitted for review, they will be mailed to the Consultant; no samples will be returned.

Assumptions

In preparing this scope of services and associated budget, it is assumed that:

1. Conformed Design Documents - One full size (22x34) signed and sealed drawing set; three (3) 11x17 signed and sealed drawing sets; and three (3) specification books. One CD will also be provided with electronic copies of each in pdf format.
2. Reproduction and advertising costs will be covered by the District or others.

Engineering Design Services for South San Luis Obispo County Sanitation District Redundancy Project

Scope of Work

Exhibit A

3. The project will be bid and awarded as one construction bid package to a single bidder.
4. Sheeting, shoring, dewatering, traffic control plans and measures, and temporary erosion and sedimentation control measures will be designed by the Contractor.
5. An investment grade energy review/audit, if required, will be provided and coordinated by the District.
6. Full size drawing format will be 22-inch x 34-inch sheets. Plans will be arranged in an order that reflects Uniform Drawing Systems (UDS) standard format. Design drawings will be produced in AutoCAD 2014 and be delivered compatible with the District's current record keeping software.
7. Specifications will be double-sided and will include Division 0-17 specifications in 1995 CSI format. Kennedy/Jenks standard front-end documents will be used for the specifications.
8. Public outreach and coordination, if needed, will be performed by District forces or by others under separate contract.
9. The contract time for construction, as measured from notice to proceed to final acceptance, will not exceed 30 months. Extensions of contract time may result in additional effort being required.
10. The level and duration of effort required for construction period services often varies depending on a number of factors (i.e., contractor cooperation, unexpected construction issues, weather related complications, cultural artifact discovery, etc.). Because this project is budgeted on a time and materials basis, it is possible the level of effort expended could be less than or greater than budgeted. It is understood that augmentation or modification of the scope, budget, and schedule for any of the work proposed in this contract will require notification, discussion, and approval by both parties.
11. The construction contractor will pay for and coordinate shipment of physical submittals and other documents provided by the Contractor to Kennedy/Jenks' Seattle, Santa Clara, or San Francisco offices.
12. The level of effort for Phase 7 Task 6 assumes that construction contractor's redline drawings provided before final acceptance will be reflective of installed work, and that the construction contractor will consolidate its own and its subcontractor's redline drawings onto one drawing set.
13. The District will sign, submit, and pay for the Diesel Engine Generator permit application.
14. Testing (destructive and non-destructive) is beyond the scope of the clarifier inspection unless specifically noted above.
15. Entering the clarifier for inspection involves confined space entry. Emergency rescue services, if required, would be performed by local fire department.
16. District or construction contractor will provide a ladder and retrieval system for entry into the clarifier for inspection.
17. Task 7.10 (Observation of Ground Improvements) Assumptions:
 - A. Review of up to twenty contractor generated submittals, RFIs, and field reports – budgeted at 6 hours/each.
 - B. Attendance of up to ten 1-hour meetings by phone.
 - C. Observation and documentation of ground improvements assumes three-hundred vibro-stone columns will be installed and the contractor will install an average of ten columns per day. This assumption was used as a basis for estimating 30-day duration of field services for on-site observation.
 - D. One day of field observation is budgeted for witnessing CPT testing.
 - E. Up to sixteen site visits for other field observations (outside of ground improvements).
 - F. Preparation of up to four written opinions on suitability of observed installed work.

EXHIBIT B - Proposal Fee Estimate for Engineering Services During Construction (ESDC)

Kennedy/Jenks Consultants

CLIENT Name: South San Luis Obispo County Sanitation I
 PROJECT Description: WWTF Redundancy Project - ESDC
 Proposal/Job Number: 1668009*01 Date: 12/7/2020

January 1, 2016 Rates	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-4	Eng-Sci-3	CAD	Project Administrator	Admin. Assist.	Total	KJ Labor	Sub Cannon	Sub Yeh	KJ Sub-Markup	Sub Escalation	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:																				
Hourly Rate:	\$255	\$245	\$226	\$190	\$175	\$130	\$125	\$105	Hours	Fees	Fees	Fees	10%	3%	Fees	10%				Fees
Phase 7 - Office Engineering During Construction																				
Task 7.0 - Project Management/Agency Coordination	8	150	24				60		242	\$51,714	\$3,370	\$9,091	\$1,246	\$412	\$3,040	\$304	\$51,714	\$14,119	\$3,344	\$69,177
Task 7.1 - Conformed Drawings	8	24		24		40	6	20	122	\$20,530	\$5,150		\$515	\$170	\$1,500	\$150	\$20,530	\$5,835	\$1,650	\$28,015
Task 7.2 - Responding to RFIs and Preparing Clarifications	8	124	100	132					364	\$80,100	\$5,150		\$515	\$170		\$0	\$80,100	\$5,835	\$0	\$85,935
Task 7.3 - Preparing RFOs and Responding to COs	6	62	24	48					140	\$31,264	\$5,150		\$515	\$170		\$0	\$31,264	\$5,835	\$0	\$37,099
Task 7.4 - Submittal Reviews	16	268	248	748					1280	\$267,908	\$9,280		\$928	\$307		\$0	\$267,908	\$10,515	\$0	\$278,423
Task 7.5 - Construction Meetings, Coordination Meetings, and Photo Review		10	312						322	\$72,962			\$0	\$0		\$0	\$72,962	\$0	\$0	\$72,962
Task 7.6 - Site Visits		48	48						96	\$22,608	\$1,112		\$111	\$37	\$9,495	\$949	\$22,608	\$1,261	\$10,444	\$34,313
Task 7.7 - Record Drawings	8	20	20	80		120			248	\$42,260	\$8,240		\$824	\$272	\$1,500	\$150	\$42,260	\$9,336	\$1,650	\$53,246
Task 7.8 - Other As-Needed Services			200						200	\$45,200			\$0	\$0	\$5,500	\$550	\$45,200	\$0	\$6,050	\$51,250
Task 7.9 - Clarifier Condition Assessment	2		40	8	30				80	\$16,320			\$0	\$0	\$2,000	\$200	\$16,320	\$0	\$2,200	\$18,520
Task 7.10 - Ground Improvements - Observation and Testing			20						20	\$4,520		\$102,969	\$10,297	\$3,398		\$0	\$4,520	\$116,664	\$0	\$121,184
Phase 7 - Subtotal	56	706	1036	1040	30	160	66	20	3114	\$655,386	\$37,453	\$112,060	\$14,951	\$4,936	\$23,035	\$2,303	\$655,386	\$169,400	\$25,338	\$850,124
All Phases Total	56	706	1036	1040	30	160	66	20	3114	\$655,386	\$37,453	\$112,060	\$14,951	\$4,936	\$23,035	\$2,303	\$655,386	\$169,400	\$25,338	\$850,124

The fee above is total for Phase 7, Office Engineering During Construction, services. Amount of budget remaining in current agreement in Phase 7 is \$373,855.00. Therefore, budget amendment to agreement will be \$850,124.00 - \$373,855 = \$476,269.00.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

www.sslocsd.org

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: December 16, 2020

Subject: **AUTHORIZE ISSUANCE OF NOTICE OF AWARD FOR WWTP REDUNDANCY PROJECT CONSTRUCTION TO J.R. FILANC CONSTRUCTION COMPANY, INC., UPON RECEIPT OF APPROVAL FROM USDA**

RECOMMENDATION:

1. Authorize the District Administrator to issue a Notice of Award to J.R. Filanc Construction Company, Inc., for construction of the Wastewater Treatment Plant Redundancy Project in the amount of \$26,939,042 upon receipt of final approval from United States Department of Agriculture
2. Authorize the District Administrator to execute contract change orders as required to maintain efficiency of construction for up to 5% of the contract amount (\$1,346,962)

BACKGROUND AND DISCUSSION:

The District has been working to develop the Wastewater Treatment Plant (WWTP) Redundancy Project, the largest capital improvements project the District has undertaken since the 1986 WWTP Improvements. The project is intended to allow major process units to be removed from service for maintenance or repairs without risking violation of effluent permit limits.

In April 2020, the District completed a prequalification process for General Contractors, led by MKN & Associates, Inc., (MKN) the District's Project Manager. Five Contractors submitted prequalification packages and after a thorough evaluation all five were prequalified for bidding. The prequalified contractors were: J.R. Filanc (Filanc), Pacific Hydrotech, PCL, Shimmick, and WM Lyles. On November 10, 2020, the District received two bids for the Project from PCL and Filanc. The apparent low bid was \$26,939,042 from Filanc.

With receipt of construction bids, the District's Financial Consultant, Bartle Wells Associates (BWA), evaluated the updated project budget, revised the financial projections, and determined the District will be able to fund the project without increasing rates. At the November 18th public meeting, the Board of Directors adopted Resolution No. 2020-423, which confirmed the execution, delivery, and sale of wastewater revenue certificates of participation (COPs) for a maximum authorized amount of \$28,000,000. The COP sale took place on December 3, 2020 and the District received seven bids, ranging in true interest cost from approximately 2.07 to 2.35%. The

District's financial team coordinated the agreements and closing documents and the sale is scheduled to close on the morning of December 16th.

MKN and District staff completed an evaluation of Filanc's bid forms and found them to be responsive. MKN recommended the District proceed with award the WWTP Redundancy Project to Filanc (Attachment 1) and District staff concurs.

As a condition of the project loan from USDA, USDA must review bid information and provide approval prior to issuance of the Notice of Award for construction. MKN and District staff compiled and submitted requested bid information to USDA staff. As of the development of this staff report, USDA staff is still reviewing the bid information.

The updated total project capital cost estimate is \$37,400,000 (Attachment 2). This includes a 12.45% contingency for construction (based on an estimated split for 10% on lower risk items and 15% on higher risk items), professional services, permitting, and a 10% contingency on future professional services costs.

Staff is requesting Board approval to issue a Notice of Award pending final approval from USDA. To maintain continuity in construction and reduce potential for delays and added cost, While the project funding establishes a 12.48% contingency, staff is currently requesting approval for a contingency up to 5% of the contract award amount (\$1,346,962) for unforeseen circumstances requiring change orders. District staff will return to the Board for any further increases beyond the 5%.

Fiscal Consideration:

The construction contract will be \$26,939,042 and staff is requesting authorization for the District Administrator to approve change orders up to 5%. The project capital cost estimate was updated following bid. The financial projections found that with low interest rates and substantial cash reserves, the District can fund the project without raising rates. There is sufficient budget to cover these costs.

Attachments:

1. MKN Bid Review and Recommendation Letter
2. Updated Project Budget

November 23, 2020

Jeremy Ghent, P.E.
District Administrator
South San Luis Obispo County Sanitation District
1600 Aloha Place
Oceano, CA 93445

Dear Jeremy,

Re: SSLOCSD WWTP Redundancy Project Recommendation for Award

The District received two (2) bid packages for the SSLOCSD WWTP Redundancy Project with total bid prices of \$26,939,042 and \$30,465,303. J.R. Filanc Construction Company, Inc. (Filanc) was the Apparent Low Bidder at \$26,939,042.

Michael K. Nunley & Associates, Inc. (MKN) was provided the bid submitted by Filanc for review. We have reviewed their bid and find that the bid meets the contract requirements. Filanc previously demonstrated their ability to complete the project in regard to relevant construction experience, financial resources and technical resources through the District's contractor prequalification process for this Project.

MKN finds Filanc to be responsible and the bid to be responsive and recommends that the District proceed with award of the project to J.R. Filanc Construction Company, Inc.

If you have any comments or questions please contact me.

Sincerely,



Eileen Shields, PE
Project Manager

SSLOCSD WWTP Redundancy Project Opinion of Probable Capital Cost

Updated

10-Dec-20

Description	Amount	Notes
Construction Costs		
Construction (Bid Price)	\$ 26,939,042	
Construction Contingency (12.45%)	\$ 3,353,911	1
Subtotal Construction + Construction Contingency	\$ 30,292,953	
Professional Services Costs		
Engineering Design + Bid Support + Engr Service During Construction	\$ 2,781,737	
Engineering Design + Bid Phase Support	\$ 1,931,613	
Engineering Services During Construction	\$ 850,124	
Operations Services - Startup, Training, O&M (Estimated)	\$ 300,000	
Construction Management	\$ 2,616,120	
Legal/Admin Costs (Estimated)	\$ 669,921	
Legal (Estimated)	\$ 50,000	
Admin (MKN)	\$ 500,093	
Community Workforce Administration (Pacific Resources)	\$ 79,828	
Development of Community Workforce Agreement	\$ 40,000	
Prequalification of Contractors	\$ 22,000	
County Permits, Inspections, and Related Fees (Estimated)	\$ 314,878	
CEQA	\$ 191,504	
NEPA documentation for USDA application	\$ 22,615	
Permits, inspections, other fees (estimated)	\$ 15,000	
Biological Monitoring (Rincon)	\$ 85,759	
Subtotal of Soft Project Costs	\$ 6,704,656	
Professional services contingency	\$ 397,000	2
Total Capital Cost Estimate (rounded up to the nearest \$10,000)	\$ 37,400,000	
Notes: 1. Construction contingency is recommended at 12.45% based on 15% for estimated higher risk items and 10% for estimated lower risk items. 2. Professional services contingency is recommended at 10% for future non-construction expenditures based on uncertainty in construction schedule and level of effort for professional services, including engineering, construction management, biological monitoring, and administrative services		