



**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, March 03, 2021 at 6:00 p.m.

Board Members

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

Agencies

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

Alternate Board Members

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

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

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84106259618?pwd=cFVZM3FOWWxjQ2NJOXU4Sn1WL0t3dz09>

Passcode: 326049

Or Telephone:

1 408 638 0968
1 669 900 6833
1 253 215 8782
1 346 248 7799

Webinar ID: 841 0625 9618

Passcode: 326049

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

- 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 February 03, 2021

5C. Ratification of Contract Amendment #3 for WWTP Redundancy Project Construction Phase Engineering Services with Kennedy/Jenks Consultants, Inc.

6. ACTION ITEMS:

6A. RESOLUTION TO ADOPT UTILITY EASEMENT FOR PG&E ON WWTP SITE

Recommendation: Adopt Resolution 2021-425 authorizing the District Administrator to execute a grant of easement to PG&E in connection with construction of the WWTP Redundancy Project.

6B. CONTRACT FOR WWTP REDUNDANCY PROJECT ADMINISTRATION SERVICES WITH MKN AND ASSOCIATES

Recommendation: Authorize the District Administrator to execute a contract for continued Wastewater Treatment Plant Redundancy Project Administration Services with MKN and Associates, Inc. (MKN), in the amount of \$151,822 for the 2021 calendar year.

6C. WWTP REDUNDANCY PROJECT UPDATE

Recommendation: Receive and File.

6D. STATUS UPDATE ON PLACING THE FY 2021/22 DISTRICT RATES AND CHARGES ON THE COUNTY TAX ROLE

Recommendation: Receive and File.

6E. 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 April 3, 2021, 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 Arroyo Grande Council Chambers, 215 East Branch Street, Arroyo Grande, California 93420

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
WARRANT REGISTER
3/3/2021

VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO	ACCT	ACCT BRKDN	TOTAL
AIRFLOW FILTER SERVICES	EQUIPMENT MAINTENANCE	52671	020921-5088	8030	59.20	59.20
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	MARCH 2021	5089	6025	815.10	815.10
AMIAD	EQUIPMENT MAINTENANCE	7300087280	5090	8030	101.47	101.47
ARAMARK	UNIFORMS	01/29; 02/05	5091	7025	1,109.87	1,109.87
AUTOSYS, INC.	SCADA	2739	5092	20-7080	2,400.00	2,400.00
BRENNTAG	PLANT CHEMICALS	BPI117360; BPI117656	5093	8050	11,861.32	11,861.32
CHARTER	COMMUNICATIONS	01/29/21-02/28/21	5094	7013	309.95	309.95
CAREN RAY RUSSOM	BOARD SERVICE	FEBRUARY 2021	5095	7075	100.00	100.00
CITY OF ARROYO GRANDE	AGENCY BILLING	JULY TO DECEMBER	5096	7073	11,105.50	11,105.50
CITY OF GROVER BEACH	AGENCY BILLING	NOVEMBER AND DECEMBER	5097	7081	3,694.75	3,694.75
CITY OF PISMO BEACH	RGSP EIR	0001069	5098	20-7094	10,568.28	10,568.28
COASTAL ROLLOFF SERVICE	RUBBISH	JANUARY 2021	5099	7093	1,612.10	1,612.10
CULLIGAN	EQUIPMENT RENTAL	67146	5100	7032	64.64	64.64
EVERYWHERE RIGHT NOW	COMPUTER SUPPORT	FEBRUARY 2021	5101	7082	100.00	100.00
GRAINGER	EQUIPMENT MAINTENANCE	9781123535	5102	8030	194.61	194.61
I.I. SUPPLY, INC.	SAFETY	74952	5103	8056	46.33	46.33
JAN PRO	STRUCTURE MAINTENANCE	FEBRUARY 2021	5104	8060	333.00	333.00
JB DEWAR	FUEL	103958; 146838	5105	8020	2,175.44	2,175.44
JEFF LEE	BOARD SERVICE	FEBRUARY 2021	5106	7075	100.00	100.00
KENNEDY JENKS	REDUNDANCY	PHASE 6	5107	20-7080	18,041.25	18,041.25
LINDA AUSTIN	BOARD SERVICE	FEBRUARY 2021	5108	7075	100.00	100.00
MKN, INC.	REDUNDANCY	ADMINISTRATION	5109	20-7080	8,557.78	19,061.11
	DIGESTER CLEANING			26-8065	8,474.07	
		NFPA CLASSIFICATION		19-7088	2,029.26	
MINERS HARDWARE	EQUIPMENT MAINTENANCE	JANUARY 2021	5110	8030	402.97	402.97
OCSD	WATER	11/18/20-01/18/21	5111	7094	289.71	289.71
OEC, INC.	CHEMICAL ANALYSIS	MULTIPLE	5112	7078	246.00	246.00
PETROLEUM SOLIDS CONTROL	RENTAL CENTRIFUGE	FEBRUARY 2021	5113	26-8065	26,567.00	26,567.00
POLYDYNE	PLANT CHEMICALS	1513648	5114	8050	6,331.65	6,331.65
PRAXAIR	EQUIPMENT RENTAL	61372892	5115	7032	44.48	44.48
PRECISE WEIGHING	EQUIPMENT MAINTENANCE	3582	5116	8030	335.00	335.00
READY REFRESH	ADMIN BUILDING	12/25/20-01/24/21	5117	8045	184.39	184.39
ROYAL ELECTRIC	SCADA	7842-453933	5118	20-	30,206.23	30,206.23
SITE ONE LANDSCAPE	EQUIPMENT MAINTENANCE	MULTIPLE	5119	8030	244.67	244.67
SLO COUNTY APCD	PERMITS	977-6; 1162-1; 703-5	5120	7068	3,784.80	3,784.80
SO CAL GAS	GAS	01/02/21-02/01/21	5121	7092	3,340.62	3,340.62
SOUTH COUNTY SANITARY	RUBBISH	FEBRUARY 2021	5122	7093	394.20	394.20
UMPQUA BANK	CREDIT CARD	JANUARY 2021	5123		4,072.93	4,072.93
USA BLUEBOOK	EQUIPMENT MAINTENANCE	MULTIPLE	5124	8030	604.38	604.38
VWR INTERNATIONAL	LAB SUPPLIES	2020-062; 2021-010	5125	8040	478.00	478.00
SSLOCSD	JANUARY TRANSFER		5126		99,781.15	99,781.15
AGP VIDEO	PROFESSIONAL SERVICE	JANUARY 6, 2021	021721-5127	7080	460.00	460.00
ALL STAR INDUSTRIAL	SAFETY	2671	5128	8056	241.31	241.31
ARAMARK	UNIFORMS	502000110633	5129	7025	322.49	322.49
BANK OF NY MELON	SERIES A AND B	MARCH 2021	5130	20-7080	142,415.41	142,415.41
CULLIGAN	EQUIPMENT RENTAL	MULTIPLE	5131	7032	625.53	625.53
DE JESUS GARDENING	STRUCTURE MAINTENANCE	JANUARY & FEBRUARY	5132	8060	450.00	450.00
ENGEL & GRAY	BIOSOLIDS HANDLING	JANUARY 2021	5133	7085	13,191.27	13,191.27
FGL	CHEMICAL ANALYSIS	BIOSOLIDS MONITORING	5134	7078	1,123.00	1,123.00
GRAINGER	EQUIPMENT MAINTENANCE	9793144180	5135	8030	112.92	112.92
I.I. SUPPLY, INC.	SAFETY	74988	5136	8056	213.96	213.96
JONES & MAYER	LEGAL COUNSEL	JANUARY 2021	5137	7071	2,860.50	2,860.50
PG&E	ELECTRIC	1/9/21-2/8/21	5138	7091	15,072.16	15,072.16
SPRINT	CELL PHONES	12/4/20-1/3/21	5139	7014	169.57	169.57
USA BLUEBOOK	EQUIPMENT MAINTENANCE	493341	5140	8030	307.31	307.31
TOTAL					438,827.53	438,827.53

We hereby certify that the demands numbered serially from 020921-5088 to 021721-5140 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, February 3, 2021

1. CALL TO ORDER AND ROLL CALL

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

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

District Staff: Jeremy Ghent, District Administrator
Michael Arias, Plant Supervisor
Keith Collins, District Legal Counsel
Amy Simpson, District Bookkeeper/Secretary

2. PLEDGE OF ALLEGIANCE

Director Ray Russom 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 January 6, 2021

There was no Board discussion or Public Comment.

Motion: Director Ray Russom motioned to approve the Consent Agenda as presented.

Second: Director Lee

Action: Approved unanimously by voice vote.

6. ACTION ITEMS:

6A. REVIEW OF BYLAWS FOR DISCUSSION/REVISION

Legal Counsel Collins presented this item. He recommended amending the language in Section 1.4 to read as follows:

The Chair and Vice Chair of the Board shall be elected annually at the first meeting in January of each calendar year, or at the next regular or special meeting if Directors have not been timely designated by their respective agencies.

The election of Chair shall be made in accordance with the following rotation:

1. The Oceano Community Services District
2. The City of Grover Beach
3. The City of Arroyo Grande

The election of the Vice Chair shall be the person elected to serve as the Chair the preceding year.

The Board had a brief discussion and agreed to the recommendation.

There was no Public Comment.

Motion: Director Lee motioned to adopt the changes to the Bylaws as discussed and directed staff to bring back the final version of the Bylaws at a future meeting for formal adoption.

Second: Director Ray Russom

Action: Approved unanimously by roll call vote.

6B. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Administrator Ghent presented the Administrators Report. He updated the Board on Redundancy, Central Coast Blue and some miscellaneous items.

Shift Operations Manager, Mike Arias presented the Plant Operations Report. He reported that the District did exceed its NPDES Permit limit for daily maximum fecal coliform on January 6, 2021. The Regional Water Quality Control Board has been notified and staff has updated the Standard Operating Procedure to prevent reoccurrence. He provided Operations and Maintenance Tasks, Work Orders completed, Training and Call Outs that were completed during this reporting period. He also provided an update to the Digester No. 2 Cleaning Project.

There was no Public Comment.

Action: The Board received and filed this report.

7. REPORT OUT OF CLOSED SESSION:

Legal Counsel Keith Collins reported that the Board voted unanimously to approve a settlement in the Wolff cast that involves the District approving relocation plans for the mobile home out of the District's easement and a notation that any deviation from the approved plans are specifically not approved.

There was no Public Comment.

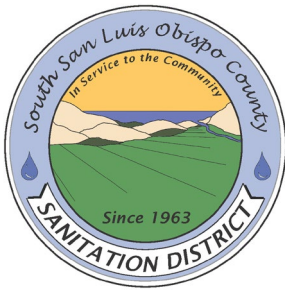
8. BOARD MEMBER COMMUNICATIONS

The Board wished everyone a Happy Valentines.

9. ADJOURNMENT:

6: 47 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

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: March 3, 2021

Subject: RATIFICATION OF CONTRACT AMENDMENT #3 FOR WWTP REDUNDANCY PROJECT CONSTRUCTION PHASE ENGINEERING SERVICES WITH KENNEDY/JENKS CONSULTANTS, INC.

RECOMMENDATION:

Ratify the revised contract amendment for Construction Phase Design Engineering Services for the Wastewater Treatment Plant Redundancy Project with Kennedy/Jenks Consultants, Inc. in the amount of \$476,289.

BACKGROUND:

At the District Board meeting on December 16, 2020, the Board authorized a contract amendment for WWTP Redundancy Project Engineering Services with Kennedy/Jenks Consultants, Inc. The amendment provides for design engineering services during construction. The District Board reviewed the materials and authorized the District Administrator to execute the contract amendment.

DISCUSSION:

Staff from the United States Department of Agriculture (USDA) Rural Development were reviewing simultaneously. District staff received comments from USDA staff after the Board meeting requesting that \$69,177 of work identified in Phase 7 should be moved to Phase 4.

Kennedy Jenks contracted scope of work is split into the following phases for organization.

- Phase 1: Preliminary Design
- Phase 2: As Needed Support for CEQA and Permits
- Phase 3: Final Design and Construction Documents
- Phase 4: Workshops, Project Management, and Quality
- Phase 5: Engineering Cost Opinion
- Phase 6: Bid Phase Services

- Phase 7: Office Engineering During Construction

Amendment 3 includes Phase 7 for office engineering during construction and included a task (Task 7.0) for Project Management and Agency Coordination. The task provides project management and coordination with the District and USDA staff and covers work efforts to communicate any changes in the project to USDA.

USDA staff commented that the Phase 7 Project Management task should be combined with the Phase 4 Project Management Task. District staff worked with Kennedy Jenks to make this adjustment. The scope and budget included in Task 7.0 were moved to Task 4.3. This is the only change from the amendment considered by the Board of Directors in December. The scope and budget remain the same.

District staff reviewed the change with District legal counsel. Since the District Board granted authority to the District Administrator to execute the Amendment at the December 16, 2020 Board meeting, Kennedy Jenks services were needed to maintain project schedule, and the adjustments to Amendment 3 were administrative in nature, District staff and legal counsel advised the District Administrator could execute the amendment and bring it back to the Board for ratification. The figures below illustrate the reduction in Phase 7 and the increase in Phase 4.

**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	\$ 332,361
Phase 5 Services	\$ 19,684
Phase 6 Services	\$ 261,781
Phase 7 Services	\$ 780,947
Total Amount:	\$ 2,781,737

Revised to Address USDA Comment

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

Original Project Fees in Amendment 3

Fiscal Consideration:

There is no change to the fiscal considerations from the corresponding December 16, 2020 Board Item.

Attachment:

Final Contract Amendment #3 for Kennedy Jenks Consultants dated January 19, 2021

AMENDMENT TO OWNER-DESIGN ENGINEER AGREEMENT

Amendment No. 3

The Effective Date of this Amendment is: 1/19/2021

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 Phases 4 and 7 shall be modified as included in Exhibit A attached
- Phases 4 and 7 Fee Amendment, see Exhibit B attached

Amendment to Owner-Design Engineer Agreement.

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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:

SSLOCSD
By: [Signature]
Print name: Jeremy Ghant
Title: District Administrator
Date Signed: 1/19/2021

DESIGN ENGINEER: Kennedy/Jenks Consultants, Inc.

By: [Signature]
Print name: John M. Wyckoff
Title: Vice President
Date Signed: 12/30/20

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.

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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.

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USDA Funding Certification Page

COMPENSATION FOR DESIGN ENGINEER'S SERVICES

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

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Phase 6 Services	\$ 261,781
Phase 7 Services	\$ 780,947
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) 377-6642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider, employer and lender.

Instructions for Certification

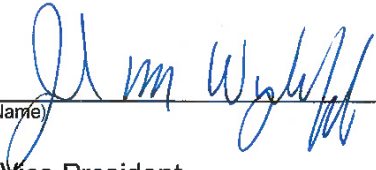
- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was 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.

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.

Project Purpose, Scope of Work, and Organization

The South San Luis Obispo County Sanitation District (District) owns and operates a wastewater treatment facility (WWTF) that is permitted under National Pollutant Discharge Elimination System (NPDES) No. CA0048003/Waste Discharge Requirements Order No. R3-2009-0046. The existing plant uses mechanical screens, primary clarifiers, fixed film reactors (FFR), one secondary clarifier, and chlorination to provide secondary treatment with disinfection to treat wastewater. The plant is designed and permitted to treat a peak dry weather flow of 5.0 million gallons per day (MGD).

The existing treatment plant cannot meet effluent limits at the permitted design flow if the FFR or the secondary clarifier is out of service. There is no redundant unit for the FFR. The goal of this project is to allow major process units to be removed from service for maintenance or repairs without risking violation of effluent permit limits.

Project components included in this scope of work are listed below:

- One fixed film reactor (FFR) effluent pump station and diversion structure
- One primary effluent (PE) pump station
- Two activated sludge (AS) aeration basins
- One new secondary clarifier
- Rehabilitation of the existing secondary clarifier
- Waste activated sludge (WAS), return activated sludge (RAS), secondary scum, and thickened WAS pumping equipment located in existing structures or next to new structures.
- Waste activated sludge (WAS) thickening equipment and polymer dosing system
- Blower, electrical, and motor control center (MCC) in a new masonry building near the aeration basins
- Yard piping associated with the upgrades listed above
- Site improvements associated with the upgrades listed above
- Flood control improvements
- Instrumentation and controls and electrical systems associated with the upgrades listed above
- A new 500kW standby generator with sub-base fuel tank to serve the new equipment (existing equipment will be provided standby power from the existing generator)

The project will be completed within the existing plant site on property that has been previously disturbed. No additional property or offsite work is anticipated. The Scope of Work is organized into seven phases. Phases 1, 2, 3, 5 and 6 as part of the design and bidding have been completed and are not within the scope of this amendment. This amendment applies to Task 4.3 in Phase 4 and Phase 7.

- **Phase 1:** Preliminary Design
- **Phase 2:** As Needed Support for CEQA and Permits
- **Phase 3:** Final Design and Construction Documents
- **Phase 4:** Workshops, Project Management, and Quality
- **Phase 5:** Engineering Cost Opinion
- **Phase 6:** Bid Phase Services
- **Phase 7:** Office Engineering During Construction

The Scope of Work for Task 4.3 Construction Phase Project Management and Phases 7 are as follows:

Phase 4 – Workshops, Project Management, and Quality during Construction

Task 4.3 – Project Management

The objective of this task is to manage the KJ effort and maintain communication with the District with regard to the KJ effort and to make sure objectives are achieved in a timely and cost-effective manner. Project Management activities include:

- Phase Setup: Preparing internal project team documents and Hazard Appraisal and Recognition Plan (HARP).
- Developing subconsultant agreement amendments. 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, and deadlines.
- Monitor Project Schedule and Budget: The Project Schedule and Project Budget will be created as the project gets underway.
- Project Progress Meetings with the District: The Consultant will participate in project progress meetings via teleconference regarding project status, discuss work accomplished, solicit for input on design decisions. 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 every month throughout the project.
- 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.

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 7.1 – 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).

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

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

Scope of Work

Exhibit A

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.

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

Scope of Work

Exhibit A

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

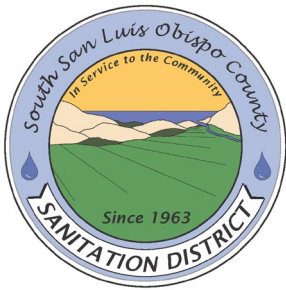
PROJECT Description: WWTF Redundancy Project - ESDC

Proposal/Job Number: 1668009*01

Date: 12/30/2020

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:									Hours	Fees	Fees	Fees	10%	3%	Fees	10%				Fees
Hourly Rate:	\$255	\$245	\$226	\$190	\$175	\$130	\$125	\$105												
Phase 4 - Workshops, Project Management, and Quality																				
Task 4.3 - Project Management	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
Phase 6 - Subtotal	8	150	24	0	0	0	60	0	242	\$51,714	\$3,370	\$9,091	\$1,246	\$412	\$3,040	\$304	\$51,714	\$14,119	\$3,344	\$69,177
Phase 7 - Office Engineering During Construction																				
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 RFQs 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	48	556	1012	1040	30	160	6	20	2872	\$603,672	\$34,083	\$102,969	\$13,705	\$4,524	\$19,995	\$1,999	\$603,672	\$155,281	\$21,994	\$780,947
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 Task 4.3 of Phase 4 and Phase 7, Office Engineering During Construction, services. Amount of budget remaining in current agreement 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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1600 Aloha Oceano, California 93445-9735

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

www.sslocsd.org

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: March 3, 2021

Subject: **RESOLUTION TO ADOPT UTILITY EASEMENT FOR PG&E ON WWTP SITE**

RECOMMENDATION:

Adopt Resolution 2021-425 authorizing the District Administrator to execute a grant of easement to PG&E in connection with construction of the WWTP Redundancy Project.

BACKGROUND AND DISCUSSION:

During design of the Wastewater Treatment Plant (WWTP) Redundancy Project it was determined that some of the PG&E utilities on site would need to be relocated during construction. The District reached out to PG&E through their Project Design Engineer, Kennedy Jenks Consultants (KJ) to coordinate the design of the relocation. PG&E's review took an extended amount of time. As the project drew closer to construction, PG&E indicated that they would need an easement recorded for the new utility location. Upon their further review, it was found that they did not have easements for any of the existing utilities onsite. PG&E requested legal descriptions for all the existing utilities. KJ and their subconsultant, Cannon, performed the surveys and developed legal descriptions for the existing utilities and the proposed revised utilities locations. These legal descriptions and the proposed grant deed from PG&E cover the locations of PG&Es on-site utilities after completion of the WWTP Redundancy Project, including new services, relocated services and existing services that are not being relocated by the Project.

Fiscal Consideration:

The main component of the cost associated with this grant of easement is the design, which was performed by KJ and PG&E, and covered as part of the Project Design Budget. There may be a small recording fee that will be borne by PG&E and not the District since public agencies are generally exempt from the payment of recording fees.

Attachment:

1. Easement Deed and Legal Description

RESOLUTION NO. 2021 -425
A RESOLUTION OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION
DISTRICT BOARD OF DIRECTORS AUTHORIZING THE DISTRICT
ADMINISTRATOR TO EXECUTE A GRANT OF EASEMENT TO PG&E IN
CONNECTION WITH CONSTRUCTION OF THE REDUNDANCY PROJECT

WHEREAS, the South San Luis Obispo County Sanitation District (“District”) has been developing a long-term strategy for the District’s Wastewater Treatment Plant (“WWTP”) to meet capacity and redundancy concerns for decades with planning and preliminary design for the WWTP Redundancy Project (“Project”) beginning in 2005; and

WHEREAS, 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; and

WHEREAS, the District has secured financing, solicited bids for the construction of the Project, and performed other various administrative tasks necessary to commence construction of the Project; and

WHEREAS, an easement for utility lines owned by Pacific Gas & Electric (“PG&E”) is present within the construction area and needs to be permanently relocated in order to commence and complete construction; and

WHEREAS, PG&E has prepared the necessary documents to effectuate the granting of the easement; and

WHEREAS, legal counsel for the District has reviewed these documents and determined that they are legally sufficient to grant the easement necessary to relocate the utility lines and allow construction of the Project to commence.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of South San Luis Obispo County Sanitation District, that the District Administrator is authorized to execute the attached Grant of Easement to PG&E to relocate utility lines outside the area needed to construct the WWTP Redundancy Project.

PASSED AND ADOPTED at a regular meeting of the South San Luis Obispo County Sanitation District Board of Directors held this 3rd day of March 2021.

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

Resolution 2021-425

AYES:

NOES:

ABSENT:

ABSTAINED:

BOARD CHAIR

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO CONTENT:

BY: _____
DISTRICT ADMINISTRATOR

APPROVED AS TO FORM:

BY: _____
DISTRICT COUNSEL

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2232-13-

EASEMENT DEED

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, a public body corporate and politic,

hereinafter called Grantor, hereby grants to **PACIFIC GAS AND ELECTRIC COMPANY**, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Oceano, County of San Luis Obispo, State of California, described as follows:

(APN 061-093-047)

The two parcels of land one described and designated Parcel One in the deed from the County of San Luis Obispo to South San Luis Obispo County Sanitation District dated February 15, 1965 and recorded in Volume 1363 of Official records Page 431, San Luis Obispo County Records, and the other described and designated Parcel A in the deed from the County of San Luis Obispo to South San Luis Obispo County Sanitation District dated July 11, 2008 and recorded as Document Number 2008-060821, San Luis Obispo County Records.

The easement area is described as follows:

The parcels of land described in Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "C", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, a public body corporate and politic

By:

By:

I hereby certify that a resolution was adopted on the _____ day of _____, 20____ by the _____ authorizing the foregoing grant of easement.

By _____ Title _____

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 _____)

On _____, before me, _____ Notary Public,
Insert name
personally appeared _____

_____ ,
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 of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

Exhibit A

P.G.& E. Easement

Being a portion of Parcel One as shown on the Quitclaim Deed between the County of San Luis Obispo and the South San Luis Obispo County Sanitation District, filed for record in Book 1363 at Page 431, in the Office of the San Luis County Recorder, State of California; Also being a portion of Parcel A as shown on the grant deed between the County of San Luis Obispo and the South San Luis Obispo County Sanitation District filed for record as Document Number 2008-060821 in the Office of said County Recorder. Also being a portion of the lands as shown on that certain Record of Survey filed for record in Book 83 at Pages 60-81 of Licensed Surveys, in the Office of the County Recorder of said County, more particularly described as follows:

PARCEL 1

Being a strip of land ten feet in width, the centerline of which is described as follows:

Commencing at a 3/4-inch diameter iron pipe "L.S. 5201" at the most Westerly corner of Lot 1 of Block 4 of Map No. 2 of Lakeside Park as shown on sheet 10 and 11 said Record of Survey;

Thence leaving said iron pipe, Southwesterly, along the Southeasterly line of Aloha Street as shown on said Record of Survey, South 32° 58' 29" West, a distance of 149.29 feet to the most Westerly corner of said Parcel "A";

Thence Southeasterly along the Southwesterly line of said Parcel "A", South 56° 57' 12" East, a distance of 51.75 feet to the most Northerly corner of said Parcel One;

Thence Southwesterly along the Northwesterly line of said Parcel One, South 32° 45' 09" West, a distance of 31.01 feet to the **Point of Beginning**.

Thence leaving said Point of Beginning and Northwesterly line, South 53° 35' 16" East, a distance of 16.64 feet to a point hereinafter referred to as **Point "A"**;

Thence leaving said Point "A", North 24° 30' 59" East, a distance of 42.69 feet to a point that bears North 24° 30' 59" East, a distance of 8.70' from a point in the common line between said Parcel One and said Parcel A;

Thence South 57° 34' 59" East, a distance of 243.13 feet;

Thence South 33° 30' 56" West, a distance of 27.28 feet to a point hereinafter referred to as **Point "B"**;

Thence leaving said Point "B", South 54° 29' 23" East, a distance of 199.06 feet;

Thence South 52° 40' 30" East, a distance of 158.06 feet;

THENCE North 30° 39' 25" East, a distance of 38.08 feet to a point that bears North 30° 39' 25" East, a distance of 1.70 feet from a point on the common line between said Parcel One and said Parcel A;

Thence South 55° 57' 28" East, a distance of 45.00 feet to a point hereinafter referred to as **Point "C"**;

Thence leaving said Point "C" and continuing along previous bearing, South 55° 57' 28" East, a distance of 50.73 feet;

Thence South 58° 39' 33" East, a distance of 153.02 feet;

Thence South 03° 01' 36" West, a distance of 141.44 feet, more or less to a point on the southerly line of said Parcel One and the **Point of Termination**. Said Point of Termination bears North 85° 45' 20" West, a distance of 4.64 feet from the most Southerly corner of said Parcel One.

The sidelines of said Parcel 1 are to be shortened or lengthened as to terminate on the Northwesterly and Southerly line of said Parcel One.

Containing an area of 11,153.5 square feet, or 0.26 acres, more or less.

Parcel 2

Being a strip of land ten feet in width, the centerline of which is described as follows:

Beginning at the point hereinabove referred to as **Point "A"**, Thence South 53° 35' 16" East, a distance of 5.42 feet;

Thence South 04° 02' 55" West, a distance of 98.81 feet;

Thence South 85° 56' 47" East, a distance of 16.41 feet to the **Point of Termination**.

The sidelines of said Parcel 2 are to be shortened or lengthened as to terminate at the Southerly sideline of hereinabove described Parcel 1.

Containing an area of 1155.3 square feet, more or less.

Parcel 3

Being a strip of land ten feet in width, the centerline of which is described as follows:

Beginning at the point hereinabove referred to as **Point "B"**, Thence South 33° 30' 56" West, a distance of 21.43 feet to the **Point of Termination**.

The sidelines of said Parcel 3 are to be shortened or lengthened as to terminate at the Southerly sideline of hereinabove described Parcel 1.

Containing an area of 164.3 square feet, more or less.

Parcel 4

Being a strip of land ten feet in width, the centerline of which is described as follows:

Beginning at the point hereinabove referred to as **Point "C"**, Thence North 34° 02' 32" East, a distance of 25.00 feet to the **Point of Termination**.

The sidelines of said Parcel 5 are to be shortened or lengthened as to terminate at the Northerly sideline of hereinabove described Parcel 1.

Containing an area of 200.0 square feet, more or less.

Parcel 5

Being a strip of land ten feet in width, the centerline of which is described as follows:


Beginning at the "Point of Beginning" for the hereinabove described Parcel 1, Thence North 12° 59' 19" West, a distance of 80.66 feet to the **Point of Termination**.

Excepting therefrom any portion lying outside of said Parcel One and said Parcel A.

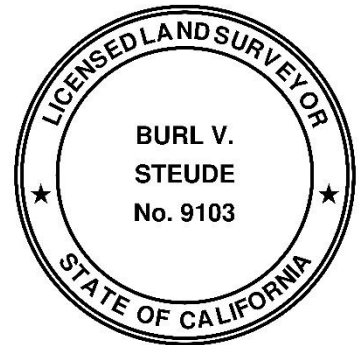
The sidelines to be shortened or lengthened as to terminate at the Northwesterly and Southwesterly line of said Parcel A.

Containing an area of 251.6 square feet, more or less.

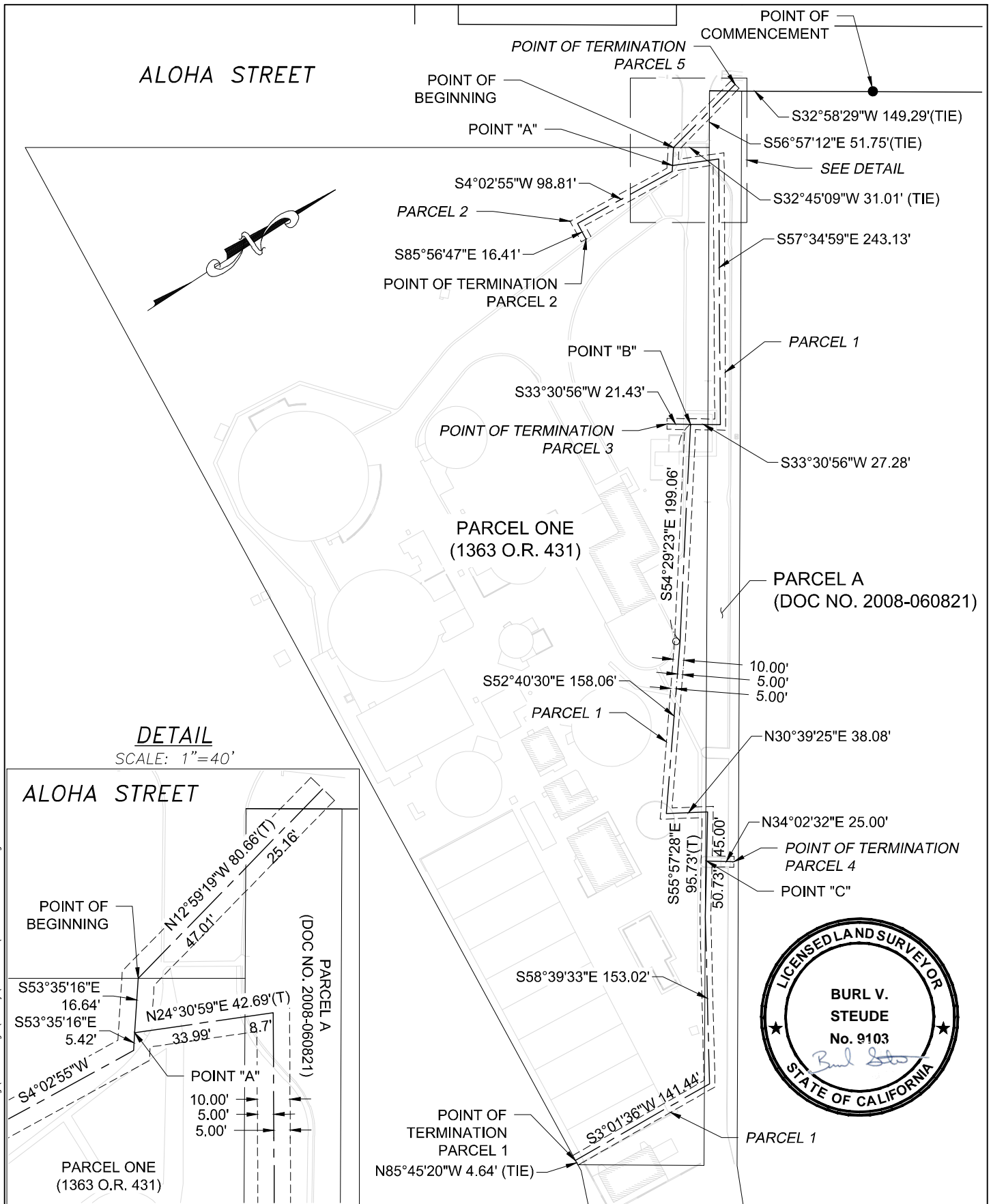
END OF DESCRIPTION

Prepared by: 
Burl Steude, PLS 9103

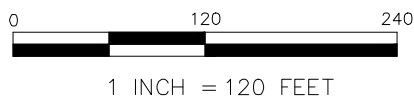
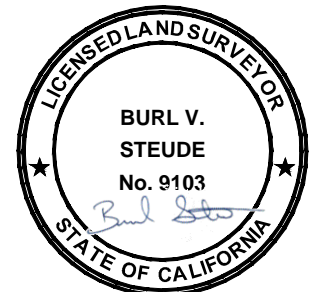
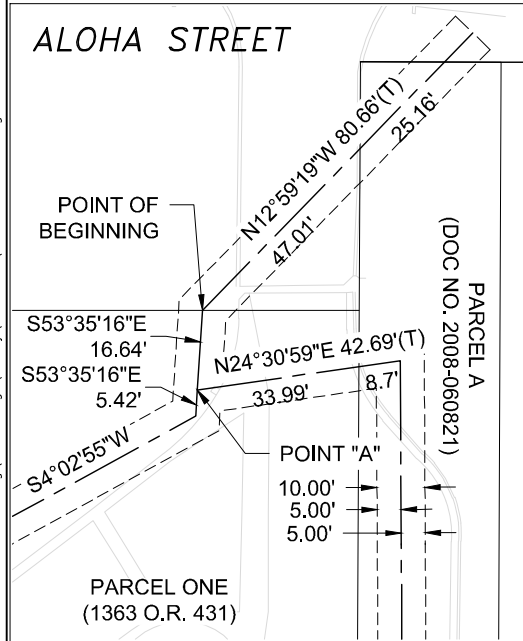
Date: January 8, 2021



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DETAIL
SCALE: 1"=40'



1 INCH = 120 FEET

EXHIBIT B
P.G.&E. EASEMENT
COUNTY OF SAN LUIS OBISPO, CALIFORNIA

DRAWN BY RBP	CHECKED BY BS	SCALE 1" = 120'	DATE 01/08/2021
-----------------	------------------	--------------------	--------------------

Item 6A Attachment

Pacific Gas and Electric Company



EXHIBIT “C”

GRANT OF EASEMENT DISCLOSURE STATEMENT

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E’s applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E’s applicant requesting the extension of PG&E utility facilities to the applicant’s property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E’s contractors perform this work on your property, if available, or granting permission to PG&E’s applicant or the applicant’s contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E’s applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant’s contractor, to work on your property. Upon completion of the applicant’s installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

Attach to LD:

Area, Region or Location: 4

Land Service Office: San Luis Obispo

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 22.32.13.31.42,

FERC License Number: N/A

PG&E Drawing Number: N/A

Plat No.: AZ139-B11

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Utility Easement (86)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 35076960

JCN: N/A

County: San Luis Obispo

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

Prepared By: l3b0

Checked By: trpc

Approved By:

Revised by:



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: March 3, 2021

**Subject: CONTRACT FOR WWTP REDUNDANCY PROJECT ADMINISTRATION
SERVICES WITH MKN AND ASSOCIATES**

RECOMMENDATION:

Authorize the District Administrator to execute a contract for continued Wastewater Treatment Plant Redundancy Project Administration Services with MKN and Associates, Inc. (MKN), in the amount of \$151,822 for the 2021 calendar year.

BACKGROUND:

Due to the changing nature of developing a project and securing project funding the District has utilized MKN and Associates for project management services on an annual basis rather than a long-term contract for the entire duration.

In February 2019, the District contracted with MKN to provide administrative and project management services for the WWTP Redundancy Project. Contracted services for 2019 included:

- Review of project documents;
- Integration of funding and permitting conditions in the general specifications for project bidding;
- Assisting with final approval of the Coastal Development Permit;
- Leading procurement for Construction Management team and Startup and Commissioning team;
- Consultant coordination;
- Assisting with construction bid phase;
- Reporting to the District Administrator; and
- Providing construction support as the District's representative.

In January 2020, the District Board authorized a contract for continued project administration services with MKN through the 2020 calendar year. The 2020 contracted services included:

- Lead completion of the USDA loan application;

- Integrate funding and permitting conditions into the general (“upfront”) specifications for project bidding;
- Assist during construction bid phase;
- Lead procurement for Community Workforce Administrator, Biological Monitor, and Startup and Commissioning team;
- Attend Project Meetings through bid and construction;
- Provide monthly reporting to the District Administrator;
- Assist with reporting project status to the District Board of Directors;
- Provide consultant coordination;
- Provide construction phase support services as owner’s representative; and
- Provide as-needed staff support services related to the project.

DISCUSSION:

The scope and budget for 2021 is presented herein to ensure that the project continues with appropriate support and oversight. After serving as the District Project Manager for the Redundancy Project since February 2019, and through many years as the District’s General Engineering firm, MKN provides a unique project background and understanding. The proposed scope of services consists of the following efforts:

- Attend Project meeting through construction;
- Assist with reporting project status to the District Board of Directors;
- Provide construction phase support services as the District’s representative;
- Lead procurement for Startup and Commissioning team; and
- Provide as-needed staff support services related to the project.

Fiscal Consideration:

Approval will authorize MKN to complete 2021 work on a time and materials basis, with a budget of \$151,822 that will not be exceeded without written authorization from the District. A detailed breakdown of the estimated fee is provided in the attached proposal.

To Date (actuals)	2019 and 2020	\$197,645
Currently Proposed	2021	\$151,822
Estimated Future Need	2022 and 2023	\$186,433

Outcome

Approval of this contract will provide the necessary professional resources to supplement and support District staff during the WWTP Redundancy Project construction for the next twelve months.

Attachment:

MKN Proposal – Year Three Staff Support for WWTP Redundancy Project



P.O. Box 1604
Arroyo Grande, CA 93421
805.904.6530 [PHONE](tel:805.904.6530)
805.904.6532 [FAX](tel:805.904.6532)

February 19, 2021

Mr. Jeremy Ghent
District Administrator
South San Luis Obispo County Community Services District
Sent via email: jeremy@sslocsd.us

RE: Proposal – Year 3 Staff Support for WWTP Redundancy Project

Dear Jeremy,

Michael K. Nunley & Associates, Inc., (MKN) is pleased to submit this proposal to continue providing staff augmentation services for management of the Wastewater Treatment Plant (WWTP) Redundancy Project. The WWTP Redundancy Project consists of significant upgrades to the District's WWTP in order to provide important process redundancy. We have enjoyed working with the District on this project and have gained a valuable understanding of the Project needs moving forward.

PROJECT UNDERSTANDING

The WWTP Redundancy Project is intended to provide redundancy to allow major process units to be removed from service for maintenance or repairs without violation of effluent permit limits. The main project components are summarized below:

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

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

BACKGROUND

In February 2019, the District contracted with MKN to provide administrative and project management services for the WWTP Redundancy Project. A contract for continued services was executed in January 2020. Contracted services included review of project documents; integration of funding and permitting conditions in the general specifications for project bidding; assisting with final approval of the Coastal Development Permit; leading efforts required for the USDA loan application; leading procurement for Construction Management team, Startup and Commissioning team, Biological Monitoring Services, and Community Workforce Agreement Administrative Services; developing contractor prequalification package and evaluating the prequalification applications received; consultant coordination; assisting with construction bid phase; reporting to the District Administrator; and providing construction support as the District's representative.

The District's Project Design Engineer, Kennedy Jenks Consultants, completed the project design in April 2019 and the District planned to advertise the bid package by Fall 2019. The Project bid was delayed for approximately one year due to the pursuit for low-interest financing through the United States Department of Agriculture (USDA) Rural Development program.

While developing the USDA application, including management of consultants to meet additional environmental requirements, MKN led the contractor prequalification process and procurement of a construction management team. In June 2020, the District received a Letter of Conditions from USDA, indicating intent to provide a low interest loan for \$4.464 million and summarizing USDA's conditions for completion of the loan agreement and financing. MKN led efforts to collect documentation, develop letters and reports, and coordinate with District staff and consultants to satisfy USDA's requirements. USDA's approval to advertise for bid was received in June 2020 and the District advertised the Project bid documents in September 2020. Only the five prequalified contractors were eligible to bid as the prime general contractor. The District received two bids and the contract was awarded to the low bidder, J.R. Filanc Construction Company. Construction is anticipated to last approximately 30 months.

The proposed scope of work and budget for administrative and project management services moving forward are provided herein.

SUMMARY OF PROPOSED ENGINEERING SERVICES

MKN will provide District staff support services for the District's WWTP Redundancy Project. This proposal includes the work anticipated for the duration of the Project construction (estimated to be approximately two and a half years). However, like the last two years, due to the difficulty in estimating project needs over such a long term, we are requesting authorization for this year's budget and scope of work (2021), with the subsequent budget to be reviewed and authorized by the District Administrator annually. The main scope items include:

- Attend Project Meetings through construction;
- Assist with reporting project status to the District Board of Directors;
- Provide construction phase support services as the District's representative;
- Lead procurement for Startup and Commissioning team; and
- Provide as-needed staff support services related to the project.

SCOPE OF WORK

The scope of work is organized in task groups with numbering and naming generally consistent with the 2019 and 2020 proposals. Due to this, and since much of the work was previously completed, some of the task numbers herein are not sequential.

TASK GROUP 100 REVIEW OF CURRENT PROJECT DOCUMENTATION

Completed in 2019

TASK GROUP 200 COMPLETION OF BID DOCUMENTS AND PROCUREMENT SUPPORT

Task 207 Procurement of Startup and Commissioning Assistance

Procurement of startup and commissioning assistance is anticipated approximately half-way through construction. It is possible that this task will be deferred to 2022. However, we recommend allocating budget during 2021 to allow District staff the flexibility to initiate procurement tasks earlier if desired. MKN will perform the following services for procurement of startup and commissioning assistance:

- Develop Request for Proposals (RFP) for startup and commissioning assistance (21 hours assumed)
- Respond to Requests for Information and issue addenda as needed (12 hours assumed)
- Review proposals (12 hours assumed)
- Coordinate District review and interview process (16 hours assumed)
- Negotiate scope and budget with preferred consultant (8 hours assumed)
- Prepare staff report and recommendation for District (4 hours assumed)
- Meet with potential proposers and coordinate regular communication and outreach (12 hours assumed)

A total of 85 hours is budgeted for Task 207.

TASK GROUP 300 CONSTRUCTION PHASE SUPPORT

MKN will provide staff support during project construction. It is assumed the District's Construction Manager (MNS Engineers) will provide Resident Engineer (RE) services and field staff for construction observation. MKN will serve as an extension of District staff and assist with general project oversight, review of materials, and evaluation of issues that require District input. MKN will report directly to the District Administrator. The following tasks are included in this scope of work:

- Pre-Construction Conference: MKN will attend the pre-construction conference and assist with requests for information. It is assumed the pre-construction conference will be organized and led by the District's Construction Manager. A budget of 4 hours is included.
- Weekly Progress Meetings: MKN will attend weekly progress meetings with the Contractors, and the District's Construction Manager. MKN will prepare for these meetings (i.e., review the most current schedule, and coordinate with the Construction Manager regarding the agenda ahead of the meeting). It is assumed the Construction Manager will chair these meetings, develop the agenda and conduct each meeting, and prepare meeting minutes and/or action items. Estimated at 2 hours per week.

- Report to District Board of Directors: MKN will provide periodic reports on the project progress at the District Board Meetings. This proposal assumes quarterly (every three months) project reports to the Board of Directors during construction phase, and assumes a written report and brief PowerPoint presentation (approximately 15 minutes) will be provided summarizing the project status including major work completed, schedule status, budget status, and any noteworthy occurrences since the last project update.
- Groundbreaking Ceremony: MKN recommends a budget of 26 hours to assist District staff in coordination for a project groundbreaking ceremony. Due to the Coronavirus pandemic and current Regional Stay Home Order, the groundbreaking ceremony will be delayed. This budget assumes a ceremony later during project construction if and when feasible.
- Construction Phase Support: The level of effort required for construction phase support is difficult to predict for any project, and can vary greatly depending on site conditions, the Contractor, the Construction Management team, and unforeseen circumstances. At this time, we recommend budgeting eight (8) hours per week for the duration of the project construction, 12 months for this proposal, for the following tasks:
 - Construction Documents, including Requests for Information (RFIs), construction schedule, monthly progress payments, and change orders: It is assumed the District's Construction Manager will manage the construction documents and lead review of the materials and responses to the Contractor. MKN will review on behalf of the District, assist with responses on an as-needed basis, and notify the District's Administrator when critical decisions are needed and/or of important project impacts.
 - Tracking Permitting and Financing Requirements: MKN will track progress of compliance with the permitting and funding requirements based on review of the permits and funding agreements and coordination with the District's consultants and Contractor.
 - Reporting: MKN will provide a report of time spent and tasks completed to the District Administrator each month.
 - As-Needed Support: MKN may provide as-needed support services related to the project as directed by the District Administrator.

TASK GROUP 400 PROJECT ADMINISTRATION

404 Coordinate with USDA for Loan

The loan application was completed in 2020 and the District has received conditional approval. The loan agreement will likely not be completed until after construction. MKN has coordinated the effort for the District meeting the conditions to date and anticipates additional coordination will be required through construction. A budget of 40 hours is recommended for this effort during 2021.

406 Allowance for As-Needed Assistance

A budget of 104 hours is recommended for as-needed assistance that may be required during the construction phase. This is based on an average of two hours per week over twelve months.

ASSUMPTIONS

- All permits will be obtained by the District.
- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the District and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or

through the District, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the District.

SERVICES NOT INCLUDED

- Construction management, observation, and inspection services
- Survey, permitting, design, and environmental services
- Loan/grant administration and/or reporting
- Startup, testing, or commissioning of equipment or facilities
- Services beyond those specifically listed in the Scope of Work above

FEE SUMMARY

MKN proposes to complete this work on a time and materials basis, with a 2021 budget of \$151,822 that will not be exceeded without written authorization from the District. A detailed breakdown of the estimated fee is provided in the attached spreadsheet. Based on the 2019 expenditures (\$87,645) and estimated 2020 expenditures through March 26, 2021 (\$110,000), the proposed budget for 2021, and the recommended budget for the remaining project term, the total estimated budget for Project Administration through the end of construction is \$535,930.

Thank you for providing MKN with the opportunity to assist the District on this project. If you have any questions regarding this proposed scope amendment, please contact me at eshields@mknassociates.us or by phone at (805) 235-5766.

Sincerely,



Eileen Shields, PE
Principal

Attachments:

1. Estimated Fee
2. 2021 MKN Fee Schedule

SSLOCSD WWTP Redundancy Project Staff Support (2021)									
	Project Director	Principal Engineer	Assistant Engineer II	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Non-Labor Costs	Total Fee
Hourly Rates	225	197	141	80					
Task Group 207: COMPLETION OF BID DOCUMENTS AND PROCUREMENT SUPPORT - Procurement of Startup and Commissioning Assistance									
Task 207A. Develop Request for Proposals (RFP) for Startup/Commissioning Assistance	1	6	12	2	21	\$3,259	\$ 98	\$98	\$ 3,357
Task 207B. Respond to Requests for Information and issue addenda, as needed		4	7	1	12	\$1,855	\$ 56	\$56	\$ 1,911
Task 207C. Review Startup/Commissioning Assistance proposals	2	10			12	\$2,420	\$ 73	\$73	\$ 2,493
Task 207D. Coordinate District review and interviews (as needed)	8	8			16	\$3,376	\$ 101	\$101	\$ 3,477
Task 207E. Negotiate scope and budget with preferred Team (as needed)		8			8	\$1,576	\$ 47	\$47	\$ 1,623
Task 207F. Prepare staff report and recommendation for District		4			4	\$788	\$ 24	\$24	\$ 812
Task 207G. Outreach with potential proposers	6	6			12	\$2,532	\$ 76	\$76	\$ 2,608
Subtotal	17	46	19	3	85	\$ 15,806	\$ 474	\$ 474	\$ 16,280
Task Group 300: CONSTRUCTION PHASE SUPPORT									
Task 301. Pre-Construction Conference		4			4	\$788	\$ 24	\$24	\$ 812
Task 302. Weekly Progress Meetings		96			96	\$18,912	\$ 567	\$567	\$ 19,479
Task 303. Construction Phase Support (8 hours/wk)		312	104		416	\$76,128	\$ 2,284	\$2,284	\$ 78,412
Task 304. Report to District Board of Directors (Quarterly)		20	20	4	44	\$7,080	\$ 212	\$212	\$ 7,292
Task 305. Assist with Groundbreaking Ceremony		8		18	26	\$3,016	\$ 90	\$90	\$ 3,106
Subtotal	0	440	124	22	586	\$ 105,924	\$ 3,178	\$ 3,178	\$ 109,102

SSLOCSD WWTP Redundancy Project Staff Support (2021)									
	Project Director	Principal Engineer	Assistant Engineer II	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Non-Labor Costs	Total Fee
Hourly Rates	225	197	141	80					
Task Group 400: PROJECT ADMINISTRATION									
Task 401. Project Management (through bid phase)					0	\$0	\$ -	\$0	\$ -
Task 402. Reporting to District Administrator (through bid phase)					0	\$0	\$ -	\$0	\$ -
Task 403. Consultant coordination (through bid phase)					0	\$0	\$ -	\$0	\$ -
Task 404. Coordination with USDA for loan		20	18	2	40	\$6,638	\$ 199	\$199	\$ 6,837
Task 405. NPDES Permit Assistance for Dewatering Water					0	\$0	\$ -	\$0	\$ -
Task 406. As-Needed Services		78	26		104	\$19,032	\$ 571	\$571	\$ 19,603
Subtotal	0	98	44	2	144	\$ 25,670	\$ 770	\$ 770	\$ 26,440
TOTAL BUDGET	17	584	187	27	815	\$147,400	\$ 4,422	\$ 4,422	\$ 151,822
Recommended Future Budget (2022-2023)									\$ 186,463
2019 Actual & 2020 Estimated (through March 25, 2020)									\$ 197,645
Estimated Total Budget									\$ 535,930



MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Project Director	\$225/HR
Operations Manager	\$212/HR
Principal Engineer	\$197/HR
Senior Project Engineer	\$186/HR
Project Engineer/ Senior Scientist	\$164/HR
Senior Water Resource Planner	\$164/HR
Water Resource Planner	\$150/HR
GIS Specialist	\$144/HR
Assistant Engineer II	\$141/HR
Assistant Engineer I	\$120/HR
GIS Technician	\$120/HR
Supervising Drafter	\$145/HR
Drafting/Design Technician II	\$135/HR
Drafting/Design Technician I	\$110/HR
Administrative Assistant	\$80/HR
Engineering Intern	\$65/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.56/mi.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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www.sslocsd.org

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: March 3, 2021

Subject: **WWTP REDUNDANCY PROJECT UPDATE**

RECOMMENDATION:

Receive and file the Wastewater Treatment Plant Redundancy 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. The project includes the following main components:

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

The project construction documents were circulated for bid in September and bids were received in November 2020. After review and evaluation the contract was awarded to J.R. Filanc Construction Company, Inc., (Filanc) in December 2020 and Notice to Proceed was issued January 25, 2021. MNS Engineers, Inc., (MNS) is serving as the Construction Manager, Kennedy/Jenks Consultants, Inc., (Kennedy Jenks) is the Design Engineer, and MKN & Associates, Inc., (MKN) is supporting as the District's Project Manager.

DISCUSSION:**Schedule Summary:**

Notice to Proceed:	January 25, 2021	Contract time elapsed	25
Original Contract Duration	900	Contract time remaining	875
Current Contract Duration	900	Change order days:	0
Current Completion Date	July 14, 2023	Weather days:	0
Percent complete by time	3%		
Notes: 1. Durations are in calendar days. 2. Schedule summary drafted on February 19, 2021.			

Budget Summary:

The budget summaries were drafted on February 19, 2021 and based on the invoices received and costs incurred to date.

Construction Contract:

Contract Award	\$26,939,042.00	Contract Earnings to Date	\$ -
Contract Changes	\$ -		
Current Contract	\$26,939,042.00		
Change Order Percent	0%	Percent Complete by Cost	0%

Overall Project Budget:

A summary of the overall project budget, including construction and professional services costs is provided in the table below. Additional details are attached.

Description	Budget	Spent to Date	Balance to Finish
Construction (Bid Price)	\$26,939,042	\$0	\$26,939,042
Construction Contingency	\$3,353,911	\$0	\$3,353,911
Subtotal Construction + Construction Contingency	\$30,292,953	\$0	\$30,292,953
Professional Services Costs	\$6,740,493	\$2,549,164	\$4,191,330

Professional Services	\$361,163	\$0	\$361,163
Contingency			
Total	\$37,400,000	\$2,549,164	\$34,845,445

Summary of Work:

With Notice to Proceed issued on January 25, 2021, January and February has consisted of Preconstruction activities. Filanc has been providing required preconstruction submittals and has mobilized construction trailers and some equipment storage boxes to the site. Additionally, the District has retained Rincon for Biological Monitoring Services and Pacific Resources Services for Community Workforce Agreement Administration. Preconstruction activities have included:

- Preconstruction Meeting
- Community Workforce Agreement Pre-Job Meeting
- Pre-Work submittals (Stormwater pollution control plan, work sequencing plan, scheduling, potholing plan, traffic control plan, etc.)
- Requests for Information
- Biological survey
- Mobilize construction trailers and equipment boxes

Anticipated Upcoming Work:

In the next two months, anticipated project activities include the following activities. Subsequent Project updates to the District Board will include pictures of construction activities.

- Continuation of Pre-Work submittals
- Install temporary power and water to trailers.
- Clear and grade construction laydown/parking area (east of dewatering building)
- Set up settlement monitoring control points
- Concrete demo, potholing, remove grass, initial grading
- Continued coordination with PG&E and AT&T for utility relocation

Fiscal Consideration:

The WWTP Redundancy Project budget and financing plan were updated after bids were received in November 2020. The project is being financed through Certificates of Participation and a loan from USDA Rural Development. Project costs are consistent with the budget.

Attachments:

1. MNS Monthly Report Executive Summary – January 2021
2. WWTP Redundancy Project Budget Status – February 19, 2021

Executive Summary

Project-at-a-Glance

Award Price:	\$26,939,042.00	Change Orders:	\$0.00
Current Price:	\$26,939,042.00	Change Order Percent:	0.00%
Notice to Proceed:	25 January 2021	To Date*:	\$0.00
Contract Time:	900 calendar days	This Period:	\$0.00
Contract Completion:	14 July 2023	Percent Complete:	0.00%
Schedule Completion:	14 July 2023	% of Time Lapsed: (7 calendar days)	0.78%
Liquidated Damages:	\$0.00		

* Accounts for progress payments approved prior to 31 January 2021.

January: The Project is in the Preconstruction phase. Pre-Work submittals are being submitted and reviewed and the Contractor is preparing to mobilize.

February: Mobilization is anticipated for the month of February. The Contractor may be able to begin potholing dependent on receipt and approval of Pre-Work submittals.

Meetings this Month: Community Workforce Agreement Pre-Job Meeting, Preconstruction Meeting, SWPPP Coordination Meeting

Key Project Indicator Grades:

Project Schedule:	A	Safety:	A
Project Cost:	A	Contract Administration:	A

Critical Issues:

Community Workforce Agreement: The Project is in compliance with the CWA. To ensure continued compliance with the CWA, all subcontractors must submit a Letter of Assent and attend a Pre-Job Meeting prior to work on-site.

Biological: Biological Measure 3 was transmitted to the USFWS as required.

Risk Management Log: The Risk Management Log has been updated. Key Items at this stage of the Project include monitoring change orders and unknown underground utilities.



SSLOCSD WWTP Redundancy Project Budget Status

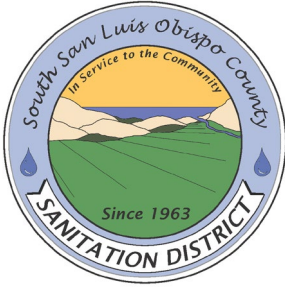
Updated

19-Feb-21

Description	Original Budget	Notes	Revised Budget	Notes	Earned Previously	This Period (Jan 2021)	Total Spent to Date	Balance to Finish
Construction Costs								
Construction (Bid Price)	\$ 26,939,042		\$ 26,939,042		\$ -	\$ -	\$ -	\$ 26,939,042
Construction Contingency (12.45%)	\$ 3,353,911	1	\$ 3,353,911		\$ -	\$ -	\$ -	\$ 3,353,911
Subtotal Construction + Construction Contingency	\$ 30,292,953		\$ 30,292,953		\$ -	\$ -	\$ -	\$ 30,292,953
Professional Services Costs								
Engineering Design + Bid Suport + Engr Service During Construction	\$ 2,781,737		\$ 2,781,737		\$ 1,935,457	\$ -	\$ 1,935,457	\$ 846,280
Operations Services - Startup, Training, O&M (Estimated)	\$ 300,000		\$ 300,000		\$ -	\$ -	\$ -	\$ 300,000
Construction Management	\$ 2,616,120		\$ 2,616,120		\$ 146,766.69	\$ -	\$ 146,766.69	\$ 2,469,353
Legal/Admin Costs (Estimated)	\$ 669,921		\$ 705,758	3	\$ 212,718	\$ 8,558	\$ 221,276	\$ 484,483
Legal (Estimated)	\$ 50,000		\$ 50,000		\$ -	\$ -	\$ -	\$ 50,000
Admin (MKN)	\$ 500,093		\$ 535,930	3	\$ 172,717.88	\$ 8,557.78	\$ 181,275.66	\$ 354,654.34
Community Workforce Administration (Pacific Resources)	\$ 79,828		\$ 79,828		\$ -	\$ -	\$ -	\$ 79,828
Development of Community Workforce Agreement	\$ 40,000		\$ 40,000		\$ 40,000.00	\$ -	\$ 40,000	\$ -
Prequalification of Contractors	\$ 22,000		\$ 22,000		\$ 21,506.39	\$ -	\$ 21,506.39	\$ 493.61
County Permits, Inspections, and Related Fees (Estimated)	\$ 314,878		\$ 314,878		\$ 223,401	\$ 758	\$ 224,158	\$ 90,720
CEQA	\$ 191,504		\$ 191,504		\$ 191,504.00	\$ -	\$ 191,504	\$ -
NEPA documentation for USDA application	\$ 29,815		\$ 30,849		\$ 30,849.35	\$ -	\$ 30,849	\$ -
Permits, inspections, other fees (estimated)	\$ 7,800		\$ 6,766		\$ -	\$ -	\$ -	\$ 6,766
Biological Monitoring (Rincon)	\$ 85,759		\$ 85,759		\$ 1,047.50	\$ 757.50	\$ 1,805	\$ 83,954
Subtotal of Professional Services Costs	\$ 6,704,656		\$ 6,740,493		\$ 2,539,848	\$ 9,315	\$ 2,549,164	\$ 4,191,330
Professional services contingency	\$ 397,000	2	\$ 361,163	3	\$ -	\$ -	\$ -	\$ 361,163.00
Total (Budgets rounded up to the nearest \$10,000)	\$ 37,400,000		\$ 37,400,000		\$ 2,539,848	\$ 9,315	\$ 2,549,164	\$ 34,845,445

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.
3. Estimated total cost for Administrative Services has increased based on project duration. The professional services contingency was reduced accordingly.



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Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: March 3, 2021

Subject: **STATUS UPDATE ON PLACING THE FY 2021/22 DISTRICT RATES AND CHARGES ON THE COUNTY TAX ROLE**

RECOMMENDATION:

Receive and file this presentation.

BACKGROUND:

At the Board meeting of June 1, 2016, the Board directed staff to place the District's rates and charges for the community of Oceano on the County tax role pursuant to Health & Safety Code §5473 and to pursue transitioning the Communities of Arroyo Grande and Grover Beach at a future date.

At the Board meeting of July 17, 2019, the Board directed staff to engage the remaining two member agencies (Arroyo Grande and Grover Beach) to begin discussions with City management to create a uniform and cost-effective billing of District Rates and Charges.

DISCUSSION:

The District, since 2016, has collected the community of Oceano's rates and charges on the County Tax Role. This method provides several advantages:

- The County Treasury provides full revenues to the District regardless of delinquencies through what is called a Teeter plan. This protection allows the District and District lenders to be confident in receiving projected revenues.
- Billing costs incurred by the District will be reduced by approximately \$35,000 per year.

The District currently contracts with NBS, a financial and billing consultant supporting government agencies, for coordinating the collection of rates and charges on the County tax role for the community of Oceano. The cost of District billing for Oceano was \$10,846.73 in FY 2019/20. The City of Arroyo Grande and Grover Beach collect District rates and charges on the

municipal water bills and pass revenues to the District. Fiscal Year 2019/20 Charges for the billing were \$22,473.54 and \$22,133.50, respectively.

The total cost of District billing for FY 2019/20 was \$55,453.77. Due to the efficiencies available using the Tax Role method future billing expenses would be approximately \$17,000-\$20,000 annually resulting in approximately \$35,000 in annual savings.

The District and NBS have prepared a short presentation to update the Board on the status of this work effort and a timeline to final implementation.

Attachment:

NBS March 2021 Board Presentation



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

***Sewer Service Charge Collection
March 3, 2021***



Agenda

- 1 Background
- 2 Authorization
- 3 Timeline
- 4 Benefits
- 5 Questions



Background

In 2016, the South San Luis Obispo County Sanitation District (the “District”) completed the process of converting the District’s service charge for Wastewater Treatment Services and Facilities (the “Charges”) from customer billing to collection on the San Luis Obispo County (the “County”) tax roll for the Oceano Community Services District service area.

The District is now looking to convert the collection of the District’s Charges from customer billing to the County tax roll for the service areas of the Cities of Arroyo Grande and Grover Beach.

Authorization

Initial Year

Health and Safety Code

Pursuant to Section 5473.1, the District may have the sewer service charges collected on the County tax roll following notification, by mail, to each person to whom any parcel or parcels of real property in the service area is assessed in the last equalized assessment roll, at the address shown on said assessment roll or as known to the clerk.

Government Code

Pursuant to Section 6066, the District will publish a notice once a week for two successive weeks in a local newspaper setting the time and place for the required public hearing established in the mailed notice.

Annually

Following the one-time mailing, pursuant to Health and Safety Code Section 5473.1, the Board will pass an annual resolution approving the sewer service charge report and the submittal of the sewer service charge to the County tax roll.

Timeline

The process for converting the collection of the sewer service charge from customer billing to collection on the County tax roll will follow the timeline of the annual sewer service collection for Oceano CSD.

Key Tasks

Mailing of notice to property owners not already on the tax rolls⁽¹⁾

Publishing of notice in newspaper⁽²⁾

Public Hearing

Charges Submitted to County

A sample timeline follows:

(1) Initial year requirement only

(2) Publishing of notice is two times

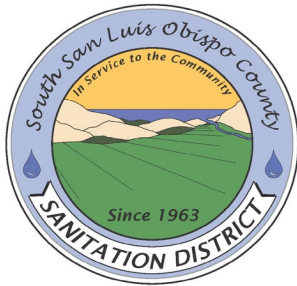
Action	Performed By	Due Date
NBS prepares and delivers the Timeline for the Fiscal Year 2021/22 levy process and tax roll collection noticing for Arroyo Grande and Grover Beach	NBS	1/22/2021
District reviews the proposed timeline and provides any comments or adjustments	District	2/08/2021
City Staff (Arroyo Grande and Grover Beach) provides NBS the District customer database	District	3/22/2021
NBS prepares and delivers a draft of the Notice (authorizing charge be placed on County tax roll) to the District for parcels in Arroyo Grande and Grover Beach	NBS	4/5/2021
District Staff reviews the Notice and provides comments	District	4/12/2021
NBS mails the Notice to property owners in Arroyo Grande and Grover Beach pursuant to Health & Safety Code 5473.1	NBS	4/16/2021
District Staff provides NBS any new connections and current rates	District	4/19/2021
NBS prepares and delivers the Resolution and Report for Oceano CSD	NBS	5/17/2021
NBS prepares and delivers the Resolution and Report for Arroyo Grande and Grover Beach	NBS	5/17/2021
District Secretary publishes notice of Public Hearing once a week for two weeks prior to the Public Hearing pursuant to Section 6066 of the Government Code	Board Secretary	No Later Than 5/19/2021 and 5/26/2021
District Board holds Public Hearing and adopts resolution: approving the Report and directing the filing of charges - for Oceano CSD	District Board	6/2/2021
District Board holds Public Hearing and adopts resolution: authorizing placement of the charge on the County tax roll, approving the Report, and directing the filing of charges - for Arroyo Grande and Grover Beach	District Board	6/2/2021
District Secretary delivers copies of approved Resolutions to NBS	Board Secretary	6/14/2021
NBS submits the levy of charges to the County Auditor/Controller	NBS	July

Benefits

- Consistent receipt of revenues. County apportions revenues on the same schedule each year.
- Reduced staff time in preparation of customer billings and processing collections.
- Delinquent sewer service charges become a lien against real property.
- Sewer service charge is on the County's Teeter Plan. District will receive 100% collections as long as the sewer service charge is on the Teeter Plan.

Questions





SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

Staff Report

To: Board of Directors
From: Jeremy Ghent, District Administrator; Mychal Jones, Plant Superintendent
Date: March 3, 2021

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 as Item 6C.*

Central Coast Blue:

- *Test injection well has been drilled and was expected to start testing on Sunday 2/28/2021*

Misc:

- Staff is recommending holding a second March meeting on 3/17/2021
- Second Meeting is needed to expedite completion of Digester repairs to minimize disruption to the Redundancy Project.
- With the additional March meeting it may be unnecessary to hold an April meeting.

Plant Tours:

Suspended due to Covid-19

Tentative Items:

1. *Digester Rehab/Repair Contract 4/17/2021*
2. *Discussion of the USDA financing cost savings and expenses. 4/17/2021*
3. *Mid-year Budget review 4/17/2021*

Plant Operations Report

During this reporting period (February 1st – February 24th) 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 February 2021

February 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	2.2	3.2	491	17.3		546	14		17	63
High	2.45	4.3	580	22		586	19.2		79	294
Average	2.32	3.68	551	20	96.4	559	16.8	97.0	34	105
Feb. 2020 AVG	2.39	3.6	466	18	96.1	474	23.8	95	18.8	208
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

Operation and Maintenance Tasks

- Troubleshoot Influent Pump No. 3
- Cleaned probes on well water system
- Installed new diaphragm on Amiad filter system
- Repaired valved on chemical level sight gauge
- Installed flush valve on Amiad filter system
- Checked and marked Underground Service Alerts
- Troubleshoot small portable generator
- Cleaned and prepared old loader for surplus
- Organized and cleaned scrap metal area
- Placed base in holes on back entry road
- Rinsed out old polymer totes
- Replaced vent on safety trailer
- Repaired chemical building door
- Adjusted back entry gate

Work Orders Completed

- Inspected digester No. 1 vacuum/pressure relief valves
- Preventative Maintenance
 - Forklift
 - 6" Wacker Pump
- Rinsed down all surfaces of clarifiers
- Test ran emergency generator and emergency bypass pump
- De-ragged both primary sludge pumps
- Checked calibration of backup chemical systems
- Replaced heating and air conditioning unit filter
- Changed oil and inspected orifices on Fixed Film Reactor
- Inspected all clarifier drives
- Quarterly Safety Meeting

Training

Staff participated in training on

- Target Solutions training on Respiratory Protection
- Hard hats

Call Outs

No call outs this reporting period.