



**SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT**

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

**AGENDA
BOARD OF DIRECTORS MEETING
Grover Beach City Hall Council Chambers,
154 South Eighth Street,
Grover Beach, California 93433**

Wednesday, December 6, 2023, at 6:00 p.m.

Board Members

Caren Ray Russom, Chair
Karen Bright, Vice Chair
Linda Austin, Director

Agencies

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

Alternate Board Members

Lan George, Director
Clint Weirick, Director
Allene Villa, Director

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

-
- 1. CALL TO ORDER AND ROLL CALL**
 - 2. PLEDGE OF ALLEGIANCE**
 - 3. AGENDA REVIEW**
 - 4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA**

This public comment period is an invitation to members of the community to present comments, thoughts or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters which are within the jurisdiction of the District. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chair or presiding Board Member may:

- Direct Staff to assist or coordinate with you.
- Direct Staff to place your issue or matter on a future Board meeting agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to three (3) minutes or less.
- Your comments should be directed to the Board as a whole and not directed to individual Board members.
- Slanderous, profane or personal remarks against any Board Member, Staff or member of the audience shall not be permitted

Any writing or document pertaining to an open-session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for

public review in the offices of the Oceano CSD, a member agency located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) and California Government Code §54954.2, requests for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires modification or accommodation in order to participate at the above referenced public meeting by contacting the District Administrator or Bookkeeper/Secretary at (805) 481-6903. So that the District may address your request in a timely manner, please contact the District two business days in advance of the meeting.

5. CONSENT AGENDA:

The following routine items listed below are scheduled for consideration as a group. Each item is recommended for approval unless noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member may request that any item be withdrawn from the Consent Agenda to permit discussion or to change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

5A. Approval of Warrants

5B. Approval of Meeting Minutes of November 15, 2023

6. ACTION ITEMS:

6A. AUTHORIZE EXECUTION OF CONTRACT AMENDMENT #2 FOR WWTP REDUNDANCY PROJECT CONSTRUCTION MANAGEMENT SERVICES WITH MNS ENGINEERS, INC., PENDING USDA CONCURRENCE

Recommendation: Authorize the District Administrator to execute a contract amendment for Construction Management Services for the Wastewater Treatment Plant Redundancy Project with MNS Engineers, Inc., (MNS) in the amount of \$476,233 pending USDA concurrence.

6B. WWTP REDUNDANCY PROJECT SECONDARY CLARIFIER DAMAGE UPDATE #5

Recommendation: Receive and file the Wastewater Treatment Plant Redundancy Project Secondary Clarifier Damage Update #5.

6C. APPROVE AND AUTHORIZE THE DISTRICT ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GOLD COAST ENVIRONMENTAL, INC. TO PERFORM FLOW MONITORING SERVICES

Recommendation:

1. Approve and authorize District Administrator to enter into a Professional Services Agreement with Gold Coast Environmental, Inc. in the amount of \$66,285;

2. Authorize the District Administrator to approve a specific contingency for this project up to \$6,629 (10%) for a total potential project amount of \$72,914.

6D. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Recommendation: Receive and File.

7. BOARD MEMBER COMMUNICATIONS:

8. ADJOURNMENT

The next regularly scheduled Board Meeting is January 3, 2024, 6:00 pm at the
Grover Beach City Hall Council Chambers,
154 South Eighth Street,
Grover Beach, CA 93433

WARRANT REGISTER
12/6/2023
FISCAL YEAR 2023/24

VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO	ACCT	ACCT BRKDN	TOTAL
AGP VIDEO	PROFESSIONAL SERVICE	OCTOBER 4, 2023	111523-7252	7080	650.00	650.00
ALLTECH COMPUTERS	COMPUTER SUPPORT	32925154	7253		1,276.50	1,276.50
AMERICAN BUSINESS MACHINES	OFFICE SUPPLY'S	712676	7254	8045	77.65	77.65
ARAMARK	EMPLOYEE UNIFORMS	11/06; 11/13	7255	7025	1,062.30	1,062.30
ATT MOBILITY	COMMUNICATIONS	10/03/23-11/02/23	7256	7013	80.48	80.48
B & B STEEL AND SUPPLY	EQUIPMENT MAINTENANCE	720542; 720581	7257	8030	1,051.85	1,051.85
BRENNTAG	PLANT CHEMICALS	BPI385434	7258	8050	4,107.28	4,107.28
CALIFORNIA ELECTRIC	COMMUNICATIONS	MULTIPLE	7259	8030	1,750.71	1,750.71
COASTAL JANITORIAL	STRUCTURE MAINTENANCE	NOVEMBER 2023	7260	8061	775.00	775.00
COASTAL ROLLOFF	RUBBISH	OCTOBER 2023	7261	7093	914.50	914.50
COUNTY OF SLO EH	PERMITS	IN0147569	7262	7068	1,251.00	1,251.00
ENGEL & GRAY	BIOSOLIDS HANDLING	OCTOBER 2023	7263	7085	2,909.78	2,909.78
GRAINGER	EQUIPMENT MAINTENANCE	MULTIPLE	7264	8030	218.81	218.81
JR FILANC	REDUNDANCY	APPLICATION 30	7265	20-7080	156,594.54	156,594.54
LMDE GAS & EQUIP	EQUIPMENT RENTAL	10/23/23-11/22/23	7266	7032	43.61	43.61
MCMaster CARR	EQUIPMENT MAINTENANCE	MULTIPLE	7267	8030	1,279.68	1,279.68
MICHAEL K NUNLEY	REDUNDANCY	1039491	7268	20-7080	10,088.87	15,891.64
	TRUNK SEWER	ENGINEERING		7077	5,802.77	
PG&E	ELECTRICITY	10/10/23-11/07/23	7269	7091	27,420.29	27,420.29
PERC WATER	REDUNDANCY START UP	3247	7270	20-7080	756.00	756.00
READY REFRESH	ADMIN BUILDING	08/25/23-10/24/23	7271	8045	417.82	417.82
RINCON	BIOLOGICAL MONITORING	52237	7272	20-7080	1,076.25	1,076.25
SAFETY KLEEN	CHEMICAL ANALYSIS	S024804	7273	7078	268.23	268.23
SAN LUIS POWERHOUSE	EQUIPMENT MAINTENANCE	50211	7274	8030	1,482.00	1,482.00
SECURITAS TECHNOLOGY	ALARMS	JULY 2023	7275	7011	80.08	80.08
SOUTH COUNTY SANITARY	RUBBISH	NOVEMBER 2023	7276	7093	365.49	365.49
SPRINT	CELL PHONES	10/04/23-11/03/23	7277	7014	9.75	9.75
USA BLUEBOOK	EQUIPMENT MAINTENANCE	MULTIPLE	7278	8030	804.28	804.28
VWR INTERNATIONAL	LAB SUPPLY'S	8814459770	7279	8040	90.29	90.29
WILLIAM JACKMAN	BOOT ALLOWANCE	FY 23/24	7280	7025	250.00	250.00
ALLIED ADMINISTRATORS	DENTAL	JANUARY 2023	112723-7281	6025	1,103.68	1,103.68
ARAMARK	EMPLOYEE UNIFORMS	11/20/23; 11/27/23	7282	7025	1,051.88	1,051.88
B & B STEEL AND SUPPLY	EQUIPMENT MAINTENANCE	721658	7283	8030	3,430.18	3,430.18
BRENNTAG	PLANT CHEMICALS	MULTIPLE	7284	8050	34,382.25	34,382.25
CAREN RAY RUSSOM	BOARD SERVICE	NOVEMBER 2023	7285	7075	100.00	100.00
CHARTER COMMUNICATIONS	COMMUNICATIONS	11/29/23-12/28/23	7286	8061	319.96	319.96
COASTLINE EQUIPMENT	EQUIPMENT MAINTENANCE	1079680	7287	8030	802.23	802.23
CROMER INC	EQUIPMENT MAINTENANCE	06623039	7288	8030	3,205.54	3,205.54
CULLIGAN CCWT	RENTAL EQUIPMENT	84155	7289	7032	90.00	90.00
EVERYWHERE RIGHT NOW	COMPUTER SUPPORT	DECEMBER 2023	7290	7082	100.00	100.00
GRAINGER	EQUIPMENT MAINTENANCE	9913967734	7291	8030	1,109.43	1,137.49
	SAFETY SUPPLY'S	9894501197		8056	28.06	
GSOLUTIONZ	COMMUNICATIONS	11/15/23-12/14/23	7292	7013	352.93	352.93
HERC RENTALS	REDUNDANCY	RENTAL GENERATOR	7293	20-7080	9,005.46	9,005.46
II SUPPLY	SAFETY SUPPLY'S	95327	7294	8056	74.23	74.23
JB DEWAR	FUEL	MULTIPLE	7295	8020	715.66	715.66
JONES & MAYER	LEGAL COUNSEL	OCTOBER 2023	7296	7071	2,441.93	2,441.93
JR FILANC	REDUNDANCY	APPLICATION 31	7297	20-7080	131,337.50	131,337.50
KAREN BRIGHT	BOARD SERVICE	NOVEMBER 2023	7298	7075	100.00	100.00
KEMIRA	PLANT CHEMICALS	9017812604	7299	8050	15,762.15	15,762.15
KENNEDY JENKS	REDUNDANCY	OCTOBER 2023	7300	20-7080	14,728.90	14,728.90
LINDA AUSTIN	BOARD SERVICE	NOVEMBER 2023	7301	7075	100.00	100.00
MACK'S CANVAS & AWNING	EQUIPMENT MAINTENANCE	1600	7302	8030	1,033.04	1,033.04
MCMaster CARR	LAB SUPPLY'S	17944976	7303	8040	47.07	85.34
	EQUIPMENT MAINTENANCE	18167808		8030	38.27	
MINERS HARDWARE	EQUIPMENT MAINTENANCE	NOVEMBER 2023	7304	8030	1,694.50	1,694.50
MR BACKFLOW	EQUIPMENT MAINTENANCE	112357	7305	8030	599.00	599.00
NVIRO	EQUIPMENT MAINTENANCE	3408	7306	8030	1,263.75	1,263.75
OILFIELD ENVIRONMENTAL	CHEMICAL ANALYSIS	MULTIPLE	7307	7078	6,059.50	7,816.50
	BRINE ANALYSIS	MULTIPLE		7086	1,757.00	
POLYDYNE	PLANT CHEMICALS	1789941	7308	8050	12,638.15	12,638.15
READY REFRESH	ADMIN BUILDING	10/25/23-11/24/23	7309	8045	302.24	302.24
RINCON	COASTAL HAZARD MONITORING	52615	7310	7020	1,104.00	1,104.00
SANTA MARIA FAMCON	EQUIPMENT MAINTENANCE	MULTIPLE	7311	8030	489.89	489.89
SECURITAS	ALARMS	10/04/23-12/31/23	7312	7011	220.03	220.03
SM TIRE	AUTOMOTIVE	525904	7313	8032	372.58	372.58
SSLOCSD	PAYROLL/BENEFITS	NOVEMBER 2023	7314		150,000.00	150,000.00
VWR INTERNATIONAL	LAB SUPPLY'S	2023-246; 255	7315	8040	475.32	475.32
WEST COAST GAUGING	EQUIPMENT MAINTENANCE	3068	7316	8030	6,522.00	6,522.00
SUBTOTAL					627,914.12	627,914.12

We hereby certify that the demands numbered serially from 111523-7252 to 112723-7315 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

Secretary



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SUMMARY ACTION MINUTES Meeting of Wednesday, November 15, 2023

1. CALL TO ORDER AND ROLL CALL

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

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

District Staff: Jeremy Ghent, District Administrator
Keith Collins, District Legal Counsel
Mychal Jones, District Superintendent
Amy Simpson, District Bookkeeper/Secretary

2. PLEDGE OF ALLEGIANCE

3. AGENDA REVIEW

Action: 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 October 4, 2023

There was no public comment.

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

Second: Director Austin

Action: Approved unanimously by roll call vote.

6. ACTION ITEMS:

6A. WWTP REDUNDANCY PROJECT UPDATE

Administrator Ghent presented this report.

There was no public comment.

Action: The Board received and filed this report.

6B. WWTP REDUNDANCY PROJECT SECONDARY CLARIFIER DAMAGE UPDATE #4

Administrator Ghent presented this report. The Board had a brief discussion.

There was no public comment.

Action: The Board received and filed this report.

6C. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Administrator Ghent presented the Administrator report.

There was no public comment.

Superintendent Mychal Jones presented the Plant Operations report. During the reporting period of September 1st – October 31st there were no violations of the District's National Pollutant Discharge Elimination System (NPDES) Permit to report. All process values were within Permit limitations.

Action: The Board received and filed this report.

7. BOARD MEMBER COMMUNICATIONS

The Board thanked everyone at the plant and wished all a Happy Thanksgiving.

8. CLOSED SESSION:

Conference with Legal Counsel—Anticipated Litigation • Significant Exposure to Litigation Pursuant to 54956.9(d)(4): 1 case.

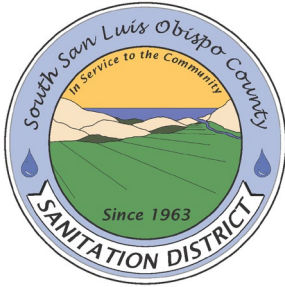
There was no public comment.

Action: There was no reportable action.

9. ADJOURNMENT:

6:28 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: December 6, 2023

**Subject: AUTHORIZE EXECUTION OF CONTRACT AMENDMENT #2 FOR WWTP
REDUNDANCY PROJECT CONSTRUCTION MANAGEMENT SERVICES WITH
MNS ENGINEERS, INC., PENDING USDA CONCURRENCE**

RECOMMENDATION:

Authorize the District Administrator to execute a contract amendment for Construction Management Services for the Wastewater Treatment Plant Redundancy Project with MNS Engineers, Inc., (MNS) in the amount of \$476,233 pending USDA concurrence.

BACKGROUND AND DISCUSSION:

In the summer of 2023, as the Wastewater Treatment Plant Redundancy Project (Project) surpassed the 30-month construction schedule and was moving towards substantial completion, District staff worked with MNS to amend the contract for continued construction management services. The budget proposal was prepared prior to discovery of damage to Secondary Clarifier 2 (SC2), which occurred in July 2023. The District Board considered Amendment No. 1 at the August 2, 2023 Board meeting, where staff noted the damage to SC2 would impact the project schedule and require additional services from MNS, but the extent was unknown. At this time, MNS's services are moving beyond those covered in Amendment No. 1.

The construction of the Project is anticipated to extend into April with final completion estimated in June 2024, after the 45-day Commissioning Period. This updated completion date is several months longer than the completion date of November 2023 per Amendment No.1 and will require more time and effort than originally anticipated for the Project. The cost required for these additional services will soon exceed the current contract amount; therefore, MNS is requesting a contract amendment to provide additional funds for this increase in scope of services. Amendment No.1 extended the project completion to November 2023; however, due to additional project delays at the MCC, and the damage discovered at SC2, the Project duration will be extended further. Based on an estimated schedule and remaining work to be completed, MNS anticipates project closeout service completion in June 2024, assuming completion of the SC2 work in late April, the 45-day Commissioning Period, followed by Close-Out. Thus, the Project requires an additional 7 months of service than originally estimated and additional budget will be required.

The primary cause for the increased services is due to the extended contract completion time, which was primarily caused by issues at the MCC (Overload (OL)/Variable Frequency Drive (VFD) Parameter Setting differences, and Current Transformer (CT) installation inconsistent with the submittal), installation/coating of the Primary Clarifier No.1 taking longer than anticipated, and the SC2 damage repair. The additional tasks remaining to complete the contract work are as indicated below:

- Primary Clarifier No.1 replacement, in place complete
- Replacement of the CTs in the Harmonic Filter at the MCC
- Program verification of the OL/VFD
- SC2 damage repair:
 - Dewatering
 - Mechanism removal
 - Demolition of the existing slab
 - Micropile installation
 - Form, reinforce, and place new slab
 - Survey SC2 bottom slab
 - Mechanism re-install
 - Dewatering removal
 - Survey SC2 bottom slab
- Startup and commissioning
- Punchlist item completion / inspection and sign off
- Project closeout / Archives and Electronic Documentation

Based on the cost of services performed to date and the remaining balance in the current contract, MNS estimates the cost to complete the work described above including closeout to be \$476,233. A total of \$2,824,617 has been spent through October 31, 2023. The attached project schedule estimates an additional 5 months for Construction Management and 2 months for the Project Closeout. The added cost associated with these additional months is approximately \$553,486 and brings the total cost of the contract to \$3,378,104.

FISCAL CONSIDERATION:

The recommended contract amendment amount is \$476,233 for a total construction phase services budget of \$3,378,104. The construction contingency budget currently has over \$2.3M remaining. Staff recommends reallocating a portion of the construction contingency to cover this proposed amendment to maintain adequate construction management services during construction.

The agreement with Filanc contains provisions for liquidated damages for delay, in the amount of \$3,500 per day for every day beyond the contract term until the work is fully complete and notice of final completion is issued. To date, Filanc has not completed the original contracted scope of work and will be responsible for liquidated damages for the construction contract delays determined to be the Contractor's responsibility. The damage to SC2 is estimated to be due to a design error. Costs associated with SC2 damage investigations and repair are the responsibility of the designer. The determination of liquidated damages and negotiations typically occur at the end of the project. The District's Project Team is tracking costs and schedule, along with remaining work to be completed.

Attachments:

MNS Contract Amendment 2 Request dated November 8, 2023

November 8, 2023

South San Luis Obispo County Sanitation District
Attention: Jeremy Ghent, District Administrator; Eileen Shields, Project Administrator
1600 Aloha Place
Oceano, CA 93445

SUBJECT: WWTP Redundancy Project Construction Management Contract Amendment

Dear Mr. Ghent,

As you are aware, the construction of the WWTP Redundancy project (Project) is anticipated to extend into April with final completion estimated in June 2024, after the 45-day Commissioning Period. This updated completion date is several months longer than the completion date of November 2023 per Amendment No.1 and will require more time and effort than originally anticipated for the Project. The cost required for these additional services will soon exceed our current contract amount; therefore, MNS is requesting a contract amendment to provide additional funds for this increase in scope of services. Amendment No.1 extended project completion to November 2023; however, due to additional project delays at the MCC, and the cracked slab discovered at the SC2, the Project will be extended. Based on an estimated schedule and remaining work to be completed, MNS anticipates project closeout service completion in June 2024, assuming completion of the SC2 work in late April, the 45-day Commissioning Period, followed by Close-Out. Thus, the project required an additional 7 months of service than originally estimated and additional budget will be required to complete the project.

The primary cause for the increased services is due to the extended contract completion time, which was primarily caused by issues at the MCC (Overload (OL)/Variable Frequency Drive (VFD) Parameter Setting differences, and Current Transformer (CT) installation inconsistent with the submittal), installation/coating of the Primary Clarifier No.1 taking longer than anticipated, and the SC2 slab replacement and anchorage. The additional tasks remaining to complete the contract work are as indicated below:

- Primary Clarifier No.1 replacement, in place complete
- Replacement of the CTs in the Harmonic Filter at the MCC
- Program verification of the OL/VFD
- SC2 Slab Replacement and Anchorage:
 - Dewatering
 - Mechanism removal
 - Demolition of the existing slab
 - Micropile installation
 - Form, reinforce, and place new slab
 - Survey SC2 bottom slab
 - Mechanism re-install
 - Dewatering removal
 - Survey SC2 bottom slab
- Startup and commissioning
- Punchlist item completion / inspection and sign off
- Project closeout / Archives and Electronic Documentation

Based on the cost of services performed to date and the remaining balance in our current contract, we estimate the cost to complete the work described above including closeout to be \$476,233.69 as outlined in the attached closeout cost estimate.

Thank you for your consideration on this matter. Please contact me at gchelni@mnsengineers.com or 805.692-6921 with any questions you may have.



Sincerely,

MNS Engineers, Inc.



Gregory Chelini, PE
Vice President/Principal Construction Manager

Encl. Cost Proposal



Construction Management Services
Wastewater Treatment Plant Redundancy Project
South San Luis Obispo County Sanitation District



Project Schedule												
			2023		2024							
PHASE			Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Pre-Construction												\$ -
Construction Management												\$ 511,822.48
Project Closeout												\$ 41,664.00

PHASE										TOTAL HOURS	HOURLY RATE 2023	HOURLY RATE 2024	TOTAL COST	
		2023		2024										
Role	Staff	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun					
CONSTRUCTION														
Project Manager	Greg Chelini	8	8	8	8	8	8	4		52	245.86	260.00	\$ 13,293.76	
Resident Engineer	Megan Panofsky	120	120	120	120	120	80	40		720	218.55	230.00	\$ 162,852.00	
Civil/Mech Inspector	Eddie Williams	172	172	172	172	172	172	120		1,152	169.37	177.00	\$ 201,279.28	
EE/I&C Inspector	Beacon West	80	120					120	120	440	169.37	177.00	\$ 76,354.00	
Startup Engineer	TBD				10	20	80	10		120	202.15	209.23	\$ 25,107.60	
Office Engineer	Fina Auau	8	8	8	8	8	8	8		56	114.74	120.00	\$ 6,635.84	
SUB-TOTAL		388	428	308	318	328	468	302	0	2,540			\$ 485,522.48	
PROJECT CLOSEOUT														
Project Manager	Greg Chelini								4	4	8	245.86	260.00	\$ 2,080.00
Resident Engineer	Megan Panofsky								60	40	100	218.55	230.00	\$ 23,000.00
Office Engineer	Fina Auau								16	16	32	114.74	120.00	\$ 3,840.00
Civil/Mech Inspector	Eddie Williams								24	24	48	169.37	177.00	\$ 8,496.00
EE/I&C Inspector	Beacon West								24		24	169.37	177.00	\$ 4,248.00
SUB-TOTAL		0	0	0	0	0	0	0	128	84	212			\$ 41,664.00
TOTAL HOURS									84	2,752				\$ 527,186.48

Direct Expenses		TOTAL COST
Direct Expenses		\$ 1,000.00
MNS Survey		\$ 10,300.00
DIRECT EXPENSES SUB-TOTAL		\$ 11,300.00

Sub Consultants		TOTAL COST
Materials Testing & Special Inspection Earth Systems		\$ 15,000.00
SUBCONSULTANTS SUB-TOTAL		\$ 15,000.00

REMAINING CONSTRUCTION/CLOSE OUT PHASES TOTAL		\$ 553,486.48
Spent through October 31, 2023		\$ 2,824,617.89
TOTAL		\$ 3,378,104.37
Contracted		\$ 2,901,870.68
Contract Amendment		\$ 476,233.69



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Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: December 6, 2023

**Subject: WWTP REDUNDANCY PROJECT SECONDARY CLARIFIER DAMAGE
UPDATE #5**

RECOMMENDATION:

Receive and file the Wastewater Treatment Plant Redundancy Project Secondary Clarifier Damage Update #5.

BACKGROUND:

At the November 15, 2023, Board Meeting staff discussed the status of the investigation into the concrete failure at the newly constructed Secondary Clarifier #2.

The team and designer identified the design issue, reviewed alternatives, selected a repair, and prepared plans and specifications.

Kennedy Jenks (KJ) design plans call for removal, replacement and anchoring of the floor. In addition to replacing the floor slab with a thicker section, micro-pile anchors will be used to further protect against hydrostatic uplift.

DISCUSSION:

Since the November 15th Board meeting KJ has submitted final construction plans for the repair. The project team and the District's third-party structural engineer are completing a final review and Filanc is preparing costs and a schedule for the repair.

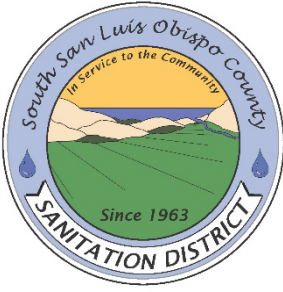
NEXT STEPS:

Filanc is preparing costs and construction schedule.

Staff and the project team will continue to update the board at every board meeting.

FINANCIAL CONSIDERATIONS:

The District has incurred some minimal expenses of staff labor participating in meetings and review for the investigation and the design of the repair. The cost of the repair and delay is still unknown. At this time there is no indication that the District will incur direct costs from the delay or to implement the repair.



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Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: December 6, 2023

Via: Mychal Jones, Plant Superintendent

Subject: **APPROVE AND AUTHORIZE THE DISTRICT ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GOLD COAST ENVIRONMENTAL, INC. TO PERFORM FLOW MONITORING SERVICES**

RECOMMENDATION:

1. Approve and authorize District Administrator to enter into a Professional Services Agreement with Gold Coast Environmental, Inc. in the amount of \$66,285;
2. Authorize the District Administrator to approve a specific contingency for this project up to \$6,629 (10%) for a total potential project amount of \$72,914.

BACKGROUND AND DISCUSSION:

At the September 6, 2023 District Board meeting, the Board approved and authorized the District Administrator to enter into a Professional Services Agreement with Michael K. Nunley and Associates, Inc. (MKN) to perform a trunk sewer collection system capacity evaluation and sanitary sewer management plan update. As part of the trunk sewer collection system capacity evaluation, the District solicited informal proposals from three vendors to perform flow monitoring services over three separate periods between January and October 2024 to support the capacity analysis. Of the three vendors solicited, Gold Coast Environmental, Inc. provided a proposal in the amount of \$66,285 and ADS Environmental Services provided a proposal in the amount of \$129,060. Following review by the District and MKN, the District is requesting Board approval to enter into a professional services agreement with Gold Coast Environmental, Inc. in the amount of \$66,285 and a specific contingency up to \$6,629 (10%) for a total potential project amount of \$72,914.

FISCAL CONSIDERATION:

A line item of \$60,000 was included in the Adopted Budget for Fiscal Year 2023/24, under Fund 19, Trunk Sewer Maintenance. Due to the unforeseen expansion of the Trunk Sewer Capacity Evaluation to include an Inflow and Infiltration Study and Sanitary Sewer Management Plan Update to meet new Water Board requirements, Staff is recommending using the budgeted funds and bringing back a budget adjustment at the Mid-Year Budget Review.

Attachments:

1. Proposal from Gold Coast Environmental, Inc.
2. Proposal from ADS Environmental Services

**Gold
Coast**



Environmental

1868 Palma Drive, Suite I
Ventura, CA 93003

Quote

DATE: 10/27/23
Quote #: 102723-41-JM

Bill To:	Ship to:
MKN 1042 Monte Cristo Lane Montecito, CA 93108	

QTY	DESCRIPTION	PER UNIT	TOTAL
	San Luis Obispo County - Trunk Sewer Capacity Analysis Flow Study		
	Average Dry Weather - 30 Days		
	<p>Gold Coast Environmental will instrument one manhole for a period of 30 days additional days TBD if required. GCE will install an ISCO 2150 Area Velocity Meter and Transducer into the influent side of the sewer line. The line size is said to be 15", this does not require Confined Space Entry to install and extract the flow meter.</p> <p>GCE will install, verify and start-up the flow monitoring equipment.</p> <p>GCE will log flow data for 30 consecutive days as needed.</p> <p>GCE will replace the batteries and download all data mid way through the study, raw data will be submitted for early review.</p> <p>GCE will be responsible for removal of all equipment.</p> <p>A complete report will be developed from collected data and presented as follows:</p> <p>Identify the location of flow site with dates and time. Line type and diameter.</p> <p>Recording the average, maximum, and minimum with 15 minute readings of level, velocity feet per second, and flow rate and for each site.</p> <p>Graph & tabular data will be developed with daily and weekly totals</p> <p>Daily totals will be min, max & avg. of flow rate and total flow</p> <p>Data to be converted to PDF format.</p> <p>Reports will be submitted in pdf and excel format within 10 working days of</p>		
	SITES: GB-18: 21" Line, GB-2: 24" Line, B-1A: 18" Line, B-11A: 18" Line, C-2:		
4	27" Line, C-18: 27" Line	1560.00	6,240.00
2	Confined Space Entry	715.00	1,430.00
1	Battery Replacement	265.00	265.00
1	Day Labor for Battery Replacement	1560.00	1,560.00
3	Travel	475.00	1,425.00
2	Overnight	300.00	600.00
4.5	Report Collaboration	1560.00	7,020.00

	<p>1. Gold Coast Environmental shall not be held responsible for mishaps such as rags and/or debris collecting on sensors, equipment failure, or acts of God that either compromises all or part of data collection.</p> <p>2. Payment due net 30 days of invoice.</p> <p>3. Any changes to the above flow study times and duration will cause a change to the price of this project.</p> <p>4. This project will not take place unless a signed contract and purchase order have been received.</p> <p>5. GCE requires all lines to be hydrojetted 1 week prior to installation of flow meters. lines should be cleaned at a minimum of 3 manholes upstream.</p> <p>6. If lines are not cleaned and are found to have a fair amount silt and debris in the bottom, the meters cannot be installed. This will result in additional Daily Fee's for both technicians of \$1540.00 each, plus any overnight related charges</p>		
<p style="text-align: center;">Thank You for your business!</p> <p>Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption whichever is applicable, to Seller.</p>		<p>SUBTOTAL</p> <p>SALES TAX</p> <p>SHIPPING</p> <p>TOTAL</p>	<p>\$ 18,540.00</p> <p></p> <p></p> <p>\$ 18,540.00</p>
<p>DELIVERY: 1-2 weeks after receipt of PO</p> <p>TERMS: P.O, Company check or credit card</p> <p>QUOTATION IS VALID 30 DAYS FROM DATE ABOVE</p> <p>Phone: 805.498.3811 email: jim@goldcoastenv.com</p>			

**Gold
Coast**



Environmental

1868 Palma Drive, Suite I
Ventura, CA 93003

Quote

DATE: 10/27/23
Quote #: 102723-42-JM

Bill To:	Ship to:
MKN 1042 Monte Cristo Lane Montecito, CA 93108	

QTY	DESCRIPTION	PER UNIT	TOTAL
	San Luis Obispo County - Trunk Sewer Capacity Analysis Flow Study		
	Peak Dry Weather - 14 Days		
	<p>Gold Coast Environmental will instrument one manhole for a period of 14 days additional days TBD if required. GCE will install an ISCO 2150 Area Velocity Meter and Transducer into the influent side of the sewer line. The line size is said to be 15", this does not require Confined Space Entry to install and extract the flow meter.</p> <p>GCE will install, verify and start-up the flow monitoring equipment.</p> <p>GCE will log flow data for 14 consecutive days as needed.</p> <p>GCE will be responsible for removal of all equipment.</p> <p>A complete report will be developed from collected data and presented as follows:</p> <p>Identify the location of flow site with dates and time. Line type and diameter.</p> <p>Recording the average, maximum, and minimum with 15 minute readings of level, velocity feet per second, and flow rate and for each site.</p> <p>Graph & tabular data will be developed with daily and weekly totals</p> <p>Daily totals will be min, max & avg. of flow rate and total flow</p> <p>Data to be converted to PDF format.</p> <p>Reports will be submitted in pdf and excel format within 10 working days of</p>		
4	SITES: GB-18: 21" Line, GB-2: 24" Line, B-1A: 18" Line, B-11A: 18" Line, C-2: 27" Line, C-18: 27" Line	1560.00	6,240.00
2	Confined Space Entry	715.00	1,430.00
2	Travel	475.00	950.00
2	Overnight	300.00	600.00
3	Report Configuration	1580.00	4,740.00

<p>1. Gold Coast Environmental shall not be held responsible for mishaps such as rags and/or debris collecting on sensors, equipment failure, or acts of God that either compromises all or part of data collection.</p> <p>2. Payment due net 30 days of invoice.</p> <p>3. Any changes to the above flow study times and duration will cause a change to the price of this project.</p> <p>4. This project will not take place unless a signed contract and purchase order have been received.</p> <p>5. GCE requires all lines to be hydrojetted 1 week prior to installation of flow meters. lines should be cleaned at a minimum of 3 manholes upstream.</p> <p>6. If lines are not cleaned and are found to have a fair amount silt and debris in the bottom, the meters cannot be installed. This will result in additional Daily Fee's for both technicians of \$1540.00 each, plus any overnight related charges</p>		0.00
<p style="text-align: center;">Thank You for your business!</p> <p>Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption whichever is applicable, to Seller.</p>	SUBTOTAL	\$ 13,960.00
	TAX RATE	
	SALES TAX	
	SHIPPING	
	TOTAL	\$ 13,960.00
<p>DELIVERY: 1-2 weeks after receipt of PO</p> <p>TERMS: P.O, Company check or credit card</p> <p>QUOTATION IS VALID 30 DAYS FROM DATE ABOVE</p> <p>Phone: 805.498.3811 email: jim@goldcoastenv.com</p>		

**Gold
Coast**



Environmental

1868 Palma Drive, Suite I
Ventura, CA 93003

Quote

DATE: 10/27/23
Quote #: 102723-43-JM

Bill To:	Ship to:
MKN 1042 Monte Cristo Lane Montecito, CA 93108	

QTY	DESCRIPTION	PER UNIT	TOTAL
	San Luis Obispo County - Trunk Sewer Capacity Analysis Flow Study		
	Peak Wet Weather - 30 Days		
	<p>Gold Coast Environmental will instrument one manhole for a period of 30 days additional days TBD if required. GCE will install an ISCO 2150 Area Velocity Meter and Transducer into the influent side of the sewer line. The line size is said to be 15", this does not require Confined Space Entry to install and extract the flow meter.</p> <p>GCE will install, verify and start-up the flow monitoring equipment.</p> <p>GCE will log flow data for 30 consecutive days as needed.</p> <p>GCE will replace the batteries and download all data mid way through the study, raw data will be submitted for early review.</p> <p>GCE will be responsible for removal of all equipment.</p> <p>A complete report will be developed from collected data and presented as follows:</p> <p>Identify the location of flow site with dates and time. Line type and diameter.</p> <p>Recording the average, maximum, and minimum with 15 minute readings of level, velocity feet per second, and flow rate and for each site.</p> <p>Graph & tabular data will be developed with daily and weekly totals</p> <p>Daily totals will be min, max & avg. of flow rate and total flow</p> <p>Data to be converted to PDF format.</p> <p>Reports will be submitted in pdf and excel format within 10 working days of</p>		
	SITES: GB-18: 21" Line, GB-2: 24" Line, B-1A: 18" Line, B-11A: 18" Line, C-2:		
4	27" Line, C-18: 27" Line	1560.00	6,240.00
2	Confined Space Entry	715.00	1,430.00
1	Battery Replacement	265.00	265.00
1	Day Labor for Battery Replacement	1560.00	1,560.00
3	Travel	475.00	1,425.00
2	Overnight	300.00	600.00
4.5	Report Collaboration	1560.00	7,020.00

<p>1. Gold Coast Environmental shall not be held responsible for mishaps such as rags and/or debris collecting on sensors, equipment failure, or acts of God that either compromises all or part of data collection.</p> <p>2. Payment due net 30 days of invoice.</p> <p>3. Any changes to the above flow study times and duration will cause a change to the price of this project.</p> <p>4. This project will not take place unless a signed contract and purchase order have been received.</p> <p>5. GCE requires all lines to be hydrojetted 1 week prior to installation of flow meters. lines should be cleaned at a minimum of 3 manholes upstream.</p> <p>6. If lines are not cleaned and are found to have a fair amount silt and debris in the bottom, the meters cannot be installed. This will result in additional Daily Fee's for both technicians of \$1540.00 each, plus any overnight related charges</p>		
<p style="text-align: center;">Thank You for your business!</p> <p>Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption whichever is applicable, to Seller.</p>	<p>SUBTOTAL</p> <p>SALES TAX</p> <p>SHIPPING</p> <p>TOTAL</p>	<p>\$ 18,540.00</p> <p></p> <p></p> <p>\$ 18,540.00</p>
<p>DELIVERY: 1-2 weeks after receipt of PO</p> <p>TERMS: P.O, Company check or credit card</p> <p>QUOTATION IS VALID 30 DAYS FROM DATE ABOVE</p> <p>Phone: 805.498.3811 email: jim@goldcoastenv.com</p>		

**Gold
Coast**



Environmental

1868 Palma Drive, Suite I
Ventura, CA 93003

Quote

DATE: 10/27/23
Quote #: 102723-44-JM

Bill To:	Ship to:
MKN 1042 Monte Cristo Lane Montecito, CA 93108	

QTY	DESCRIPTION	PER UNIT	TOTAL
	San Luis Obispo County - Trunk Sewer Capacity Analysis Flow Study		
	Peak Wet Weather (Relocation of 3 sites) - 30 Days		
	<p>Gold Coast Environmental will instrument one manhole for a period of 30 days additional days TBD if required. GCE will install an ISCO 2150 Area Velocity Meter and Transducer into the influent side of the sewer line. The line size is said to be 15", this does not require Confined Space Entry to install and extract the flow meter.</p> <p>GCE will install, verify and start-up the flow monitoring equipment.</p> <p>GCE will log flow data for 30 consecutive days as needed.</p> <p>GCE will replace the batteries and download all data mid way through the study, raw data will be submitted for early review.</p> <p>GCE will be responsible for removal of all equipment.</p> <p>A complete report will be developed from collected data and presented as follows:</p> <p>Identify the location of flow site with dates and time. Line type and diameter.</p> <p>Recording the average, maximum, and minimum with 15 minute readings of level, velocity feet per second, and flow rate and for each site.</p> <p>Graph & tabular data will be developed with daily and weekly totals</p> <p>Daily totals will be min, max & avg. of flow rate and total flow</p> <p>Data to be converted to PDF format.</p> <p>Reports will be submitted in pdf and excel format within 10 working days of</p> <p>SITES: To remain installed: GB-18: 21" Line, GB-2: 24" Line, B-1A: 18" Line, To be pulled from existing sites and Relocated to: B-20 Relocated: 18" Line,</p>		
2	C-37A Relocate: 08" Line, C-61 Relocate: 18" Line	1560.00	3,120.00
2	Confined Space Entry	715.00	1,430.00
1	Battery Replacement	265.00	265.00
1	Day Labor for Battery Replacement	1560.00	1,560.00
2	Travel	475.00	950.00
3	Overnight	300.00	900.00
4.5	Report Collaboration	1560.00	7,020.00

<p>1. Gold Coast Environmental shall not be held responsible for mishaps such as rags and/or debris collecting on sensors, equipment failure, or acts of God that either compromises all or part of data collection.</p> <p>2. Payment due net 30 days of invoice.</p> <p>3. Any changes to the above flow study times and duration will cause a change to the price of this project.</p> <p>4. This project will not take place unless a signed contract and purchase order have been received.</p> <p>5. GCE requires all lines to be hydrojetted 1 week prior to installation of flow meters. Lines should be cleaned at a minimum of 3 manholes upstream.</p> <p>6. If lines are not cleaned and are found to have a fair amount silt and debris in the bottom, the meters cannot be installed. This will result in additional Daily Fee's for both technicians of \$1540.00 each, plus any overnight related charges</p>		
<p style="text-align: center;">Thank You for your business!</p> <p>Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption whichever is applicable, to Seller.</p>	SUBTOTAL	\$ 15,245.00
	SALES TAX	
	SHIPPING	
	TOTAL	\$ 15,245.00
<p>DELIVERY: 1-2 weeks after receipt of PO</p> <p>TERMS: P.O, Company check or credit card</p> <p>QUOTATION IS VALID 30 DAYS FROM DATE ABOVE</p> <p>Phone: 805.498.3811 email: jim@goldcoastenv.com</p>		

October 31, 2023

Robert Lepore
MKN
354 Pacific Street
San Luis Obispo, CA 93401

**Re: Temporary Flow Monitoring
San Luis Obispo, CA**

Dear Mr. Lepore,

We are pleased to have the opportunity to submit this letter proposal to conduct sewer flow monitoring for MKN in the City of San Luis Obispo, CA. ADS is uniquely qualified to assist you with this flow monitoring project, given our forty-eight years of experience performing similar projects throughout the country including extensive work in southern California. Enclosed please find a detailed scope of work and pricing for your review.

Our proposal is valid for sixty (60) days and subject to the ADS standard terms and conditions for professional services which are attached for your review and signature.

We look forward to working with you on this and other future projects. Thank you for the opportunity to propose on your requirements. If you have any questions regarding this proposal, please do not hesitate to call me at (213) 393-8705.

Sincerely,



Heather McPherson PE
Business Development Manager

Enclosure

Proposed Scope of Work

ADS Environmental Services (“ADS”) will provide temporary flow monitoring services for three (3) separate study periods for MKN (“Client”) in the City of San Luis Obispo (“City”). The first study with six (6) locations for a period of four (4) weeks of dry weather in fall 2024. The second study with the same six (6) locations for two (2) weeks of dry weather data in summer 2024. And the third study with the same six (6) locations for eight (8) weeks of wet weather data during winter 2024. The work will be performed in three phases as set forth below:

Phase I – Mobilization

- 1) **Kick-off Meeting.** Phase I will begin with a kick-off meeting between representatives of Client, City and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule. (Conference call or email kickoff meeting for small projects)
- 2) **Site Locations.** ADS will work with Client to identify/verify the location of monitor installations.
- 3) **Site Investigation.** Once the installation sites are provided to ADS, ADS field crew(s) will perform site investigations, which will occur at the same time as installation. ADS will utilize a 2-person field crew for fieldwork and comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality.
- 4) **Site Reports.** Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, flow measurements, and other comments pertinent to the location such as any special traffic or safety issues. Final site locations to be approved by Client.
- 5) **Equipment.** ADS will utilize the ADS® Model Triton+™ flow monitor during the course of this project. A typical monitor installation will include a peak combo sensor that includes in the same housing an uplooking ultrasonic depth, redundant pressure depth, and continuous wave peak velocity sensor mounted at the invert.
- 6) **Monitor Activation.** Once installed, the monitors will be activated and set to take readings of at 5-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

Phase II – Flow Monitoring

- 1) **Flow Monitoring.** Once the monitors are installed and verified to be in working order, ADS will monitor the flows for three separate flow periods of 4 weeks, 2 weeks and 8 weeks (“monitoring period”). These initial monitoring periods can be

extended based on mutual consent and written agreement of additional work and price for such additional work.

- 2) **Data Collection and Equipment Maintenance.** Field crews will return to each of the locations to perform site maintenance and site confirmations as necessary. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 3) **Demobilization.** Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors.

Phase III – Data Editing and Reporting

- 1) **Data Analysis.** Upon completion of the monitoring period, a trained ADS Data Analyst will analyze and finalize the data. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. Flow quantities as determined by the continuity equation will be plotted. The analyst will also utilize scatter plots (depths vs. velocity readings) both to verify monitor accuracy.
- 2) **Data Delivery and Final Report.** ADS will prepare a Final Report in .PDF format of the flow data in tabular, hydrograph, and scattergraph format. Flow data in electronic format will also be provided.
- 3) **Optional Sliicer RDII Analysis** For each of the monitoring locations, ADS will provide Sliicer analysis. The analysis will characterize the average dry weather flow conditions and Rain Dependent Infiltration/Inflow (RDII) calculations for all significant wet weather events and provide an assessment of hydraulic performance under such conditions. The Sliicer.com section of the Report will include the following items:
 - **Dry Weather Analysis** – A characterization of the conditions observed during weekday and weekend periods of the flow monitoring period during dry weather periods, excluding periods of extended system recovery to previous rain events. Summarized as a graphical time-series hydrograph of the average diurnal flow quantities for weekday and weekend dry weather periods.
 - **Dry Weather Flow Summary** – A table of the Average Dry Day Flow (ADDF) and Base Infiltration (BI) estimates. The table includes the average flow quantities that characterize the average dry weather diurnal conditions at each flow monitoring location during weekday and weekend portions of the flow monitoring period.
 - **Wet Weather Analysis** – A characterization of the conditions observed during specific wet weather events observed during the flow monitoring period, summarized as a time-series hydrograph comparing observed flow

quantities to average diurnal flow quantities for corresponding weekday and weekend dry weather periods.

- **Wet Weather Summary** – A characterization of the peak Rain Dependent Inflow/Infiltration (RDII) conditions observed during the maximum rain event of the flow monitoring period and also RDII totals during other observed system stressing storm events. Summarized as the total volumes of RDII during evaluated storm events.
- **Wet Weather Normalization/ Prioritization** – A column chart of the determined RDII volume for each flow monitoring location for each evaluated storm event. Column chart provides a prioritized ranking based on net RDII normalized by rainfall and by acreage, and/or normalized per linear foot of sewer per inch of rain when basin size (acres) and/or basin linear footage information are provided to ADS.
- **Hydraulic Performance Evaluation** – A narrative interpretation of hydraulic performance recorded at each flow monitoring location as determined using a scattergraph of flow depth and velocity data. The scattergraph interpretation shall evaluate the presence of backwater and any surcharged flows observed during average dry weather and maximum wet weather conditions observed during the flow monitoring period. Observed depth (d) versus diameter (D) ratio shall be provided for typical days and the peak observed depth (hourly) of the study.

NOTE: ADS's Flow monitors are capable of providing very accurate and precise (repeatable) flow data. However, under some complex hydraulic conditions such as frequent backwater, surcharging, reverse flows, and complex bends in the flow path leading to and from the associated manhole in which the flow monitor is placed, the accuracy of the data is diminished. It is important that the Client understands that ADS's temp flow monitoring equipment is some of the best available in capturing flow data in complex hydraulic situations, but that accuracy may be compromised in locations immediately upstream of pump stations or other locations where the above listed hydraulic conditions can sometimes be persistent.

Client and City Responsibilities:

- 1) Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required.
- 2) Assumes no fee permits and standard low volume traffic controls with ability to work at lower traffic night time hours. Client to pay direct to City for any permit related fees and contract with traffic control services at sites that require more than our standard low volume ADS traffic control (2-person crew, vehicle mounted light board, 18 cones, 3 signs). Any bonding required will have a surcharge by ADS of \$500 plus any bonding fees required as an invoiced reimbursable expense.
- 3) If sewer/storm line is dirty and full of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- 4) Provide any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.

Proposed Pricing

The estimated fee to complete the Project Scope of Work is as Follows:

Study 1 Description: Flow Monitoring Study (6 Flow Monitors– 4 weeks in Fall 2024)		
Phase		Cost
Mobilization	Mobilization of crews and equipment	
Flow Monitoring	Field investigation, installation, data collection, monitor maintenance for six (6) flow monitors for four (4) weeks.	
Data Analysis	Data analysis and preparation of a final report	
Total Project Cost*	Six (6) flow monitors for Four (4) weeks.	\$33,767.00
Study 2 Description: Flow Monitoring Study (6 Flow Monitors– 2 weeks summer 2024)		
Phase		Cost
Mobilization	Mobilization of crews and equipment	
Flow Monitoring	Field investigation, installation, data collection, monitor maintenance for six (6) flow monitors for two (2) weeks.	
Data Analysis	Data analysis and preparation of a final report	
Total Project Cost*	Six (6) flow monitors for two (2) weeks.	\$15,759.00
Study 3 Description: Flow Monitoring Study (6 Flow Monitors– 8 weeks winter 2024)		
Phase		Cost
Mobilization	Mobilization of crews and equipment	
Flow Monitoring	Field investigation, installation, data collection, monitor maintenance for six (6) flow monitors for eight (8) weeks.	
Data Analysis	Data analysis and preparation of a final report	
Total Project Cost*	Six (6) flow monitors for eight (8) weeks.	\$67,534.00
<i>Optional Pricing</i>	<i>Option to relocate meter during above eight (8) week study.</i>	<i>\$4,000.00/location</i>
<i>Optional Pricing</i>	<i>Option to add one (1) rain gauge to above eight week study.</i>	<i>\$4,440/rain gauge</i>
<i>Optional Pricing</i>	<i>Option to add RDII Analysis and Report (well defined basins required for analysis)</i>	<i>\$6,500.00</i>
Total Project Cost	Three (3) Flow Studies shown above	\$117,060.00

*Pricing Assumptions: Mobilization of 20% of contract value is due at mobilization Any applicable Federal, state, or local taxes are not included; No Prevailing Wage. No MBE requirements; Payment terms net 30 days.

PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT

The Parties named below hereby agree to be bound to the terms and conditions on the following pages and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

ADS Corp:
340 The Bridge Street, Suite 204, Huntsville, Alabama 35806

By: _____

Printed Name: _____

Title: _____

Date: _____

CLIENT: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, the Parties, agreeing to be legally bound, hereby agree as follows:

ARTICLE 1 – RESPONSIBILITIES OF THE PARTIES

1.01 ADS

A. ADS shall provide the Services set forth herein and in the ADS Proposal dated 10/31/2023 attached hereto and incorporated herein as Exhibit A.

B. The standard of care for all services performed or furnished by ADS under this Agreement will be the care and skill ordinarily used by members of ADS' profession practicing under similar circumstances at the same time and in the same locality. ADS makes no warranties, express or implied, under this Agreement or otherwise, in connection with ADS' services, except as provided in section 4.01.

1.02 CLIENT

A. Client shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 2 – PRICING, PAYMENT AND INVOICES

2.01 Pricing

A. The prices set forth in Exhibit A are subject to being adjusted due to extraordinary market conditions. As used herein, "extraordinary market conditions" means any increase in the cost of materials caused by changes in the market or for any other reason that is outside of ADS' control such as tariffs, surcharges, increased logistics costs and fluctuations in currency and raw materials, which results in a price increase of the prices set forth in a contract, quote, purchase order or order acknowledgement.

2.02 Compensation

A. Client shall pay ADS in accordance with the schedule set forth in Exhibit A.

2.03 Invoices

A. Invoices will be prepared in accordance with ADS' standard invoicing practices, unless otherwise stated in Exhibit A. Invoices are due and payable within thirty (30) days after the date they are issued by ADS. If Client fails to make any payment due ADS for services and/or reimbursable expenses within thirty (30) days after issuance of ADS' invoice, the amounts due ADS will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law) from said thirtieth day.

2.03 Credit Check and Security

A. This Agreement is contingent upon credit verification and approval of the Client by ADS. Client shall provide ADS with true and correct credit information if requested by ADS. Client authorizes ADS to make inquiries and to receive information about Client's credit history from others and to enter this information in Client's records and to disclose this information to appropriate third parties for reasonable business purposes. ADS, in its sole discretion, may deny the Services based upon an unsatisfactory credit history, or may condition the Services, which may include requiring (i) pre-payment for Services and other charges, and/or (ii) a security deposit, valid credit card on file or bank account information (EFT) to secure return of equipment and payment for Services and other charges.

ARTICLE 3 – TERMINATION

3.01 Termination

A. For Cause

1. The obligation to provide further services under this Agreement may be terminated by either party for cause upon thirty (30) days written notice in the event of a substantial failure by either party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof.

2. In the event of termination by ADS for cause, ADS will be entitled to invoice Client and will be paid for all services rendered and all reimbursable expenses incurred through the effective date of termination.

B. For Convenience

1. Either party may terminate this Agreement for its convenience upon sixty (60) days written notice to the other party. If this Agreement is terminated by the Client for its convenience, ADS shall be paid a reasonable amount for expenses directly attributable to termination, both before and after the effective date of termination, including, but not limited to demobilization expenses and costs associated with terminating subcontract agreements.

ARTICLE 4 - GENERAL CONSIDERATIONS

4.01 Warranty

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Any repair or replacement will be covered by this new product warranty for ninety (90) days from the date that such repaired or replaced product is shipped from ADS. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose.

2. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will only be replaced or upgraded at ADS' discretion.

4.02 Use of Documents

A. If required, ADS shall provide Client with a printed hard copy of the deliverable agreed upon in Exhibit A. All other deliverables shall be in the appropriate electronic media format.

B. Client agrees that it will perform acceptance tests or procedures on electronic files within thirty (30) days of receipt of same, after which the Client shall be deemed to have accepted the data thus transferred. Any errors detected within the thirty (30)-day acceptance period will be corrected by ADS.

C. Any reuse or modification of the Documents without written verification or adaptation by ADS, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to ADS or to ADS' Subcontractors. Client shall indemnify and hold harmless ADS and ADS' Subcontractors from all claims, damages, losses, and expenses, including attorneys' fees arising out of such use.

4.03 Changes, Modifications and/or Amendments

A. All changes, modifications and/or amendments to this Agreement or Exhibit A hereto shall be made in writing and shall be signed by both Parties.

4.04 Insurance

A. During the term of this Agreement, ADS shall at all times procure and maintain at a minimum the following insurance coverage:

*General Liability \$1,000,000 CSL and annual aggregate
Automobile Liability \$1,000,000 CSL and annual aggregate*

Workers Compensation as required by statute

ADS will provide Evidence of Insurance upon request.

4.05 Controlling Law, Venue and Dispute Resolution

A. The Parties shall endeavor to resolve any disputes through informal negotiations between the Parties. If the dispute cannot be resolved within sixty (60) days after first notice of the dispute, the Parties agree that the dispute may be submitted to the court of competent jurisdiction in the county in which the work under this Agreement was performed, or in an alternative location upon agreement of the Parties.

B. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT.

C. In the event of any dispute and/or legal action arising from an interpretation and/or the performance of any of the provisions of this Agreement, the Parties hereby agree that the prevailing Party shall be awarded reasonable attorney's fees and costs, including but not limited to, the cost of paralegals, accountants and attorney's fees and costs of appellate proceedings, if applicable.

4.06 Successors, Assigns, and Beneficiaries

A. Neither party shall assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld, except that without securing such prior consent either party shall have the right to assign this Agreement, and all obligations hereunder, to any successor by way of merger or consolidation or the acquisition of all or substantially all of the business and assets of the party relating to the subject matter of these terms. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the assigning party under the Agreement. Any assignment in violation of this paragraph shall be void. The terms and conditions of this Agreement shall be binding upon and enforceable by the successor and permanent assign of the assigning party.

B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and ADS and not for the benefit of any other third Party.

4.07 Limitation of Liability

A. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ADS, OR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARENT CORPORATIONS, BE LIABLE TO ANY PERSON, FIRM OR ENTITY, INCLUDING, BUT NOT LIMITED TO CLIENT, FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE AND/OR LOST SAVINGS, EVEN IF CLIENT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE OR IF SAME WERE REASONABLY FORESEEABLE.

4.08 Force Majeure

A. Neither Client nor ADS shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement.

4.09 Confidentiality and Non-disclosure

A. Both Parties acknowledge that, in the course of performing this Agreement, certain employees, agents or representatives may be exposed to or acquire information which is proprietary or confidential. Such proprietary and confidential information may include without limitation information related to research, development, designs, plans, reports, investigations, materials, data, pricing, trade secrets, customer lists, salaries, or business information ("Confidential and Proprietary Information").

B. Both Parties agree to hold each other's Proprietary and Confidential Information in strict confidence and not to make each other's Proprietary and Confidential Information available in any form to any third party or to use each other's Proprietary and Confidential Information for any other purpose than for the performance of work under the implementation of this Agreement.

4.10 EEO Statement

A. It is the policy of ADS to recruit, hire, train, compensate, promote, discipline, and otherwise treat its employees and applicants without regard or consideration for the individual's race, color, religious creed, sex, age, national origin, ancestry, mental or physical disability, marital status, citizenship status or any other reason prohibited by law. In addition, ADS is committed to fully complying with all applicable laws and regulations regarding the Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act, and the Vietnam Era Veterans Readjustment Assistance Act and applicable Federal, State, and Local regulations. ADS also provides equal employment opportunity in all employment practices to qualified applicants and employees without regard to disability.

4.11 Notices

A. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

4.12 Survival

A. All express representations, indemnifications, limitations of liability, and assurances of confidentiality included in this Agreement shall survive its completion or termination for any reason.

4.13 Severability

A. Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and ADS, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

4.14 Waiver

A. Non-enforcement of any provision by either Party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

4.15 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

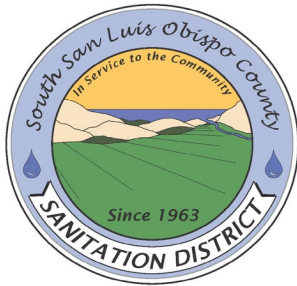
4.16 Entire Agreement

A. This Agreement constitutes the entire agreement between the Parties and exclusive statement of the terms between the Parties with respect to services to be performed hereunder. The Exhibits referenced in this Agreement and the specifications and drawings referenced therein are a part of this Agreement with the same force and effect as if fully set forth herein. No alteration, modification, or amendment of any of the provisions hereof shall be binding unless in writing and signed by duly Authorized Representatives of the Parties.

Exhibit A

I. PROPOSAL

ADS Proposal dated 10/31/2023 containing the agreed upon scope of work, compensation and Party responsibilities is attached hereto and incorporated as if fully set forth herein.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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Staff Report

To: Board of Directors

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

Date: December 6, 2023

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:

- *Site paving and paving repairs have been completed.*
- *Repair to secondary clarifier is ongoing.*
- *Diesel particulate filter for existing plant generator has been installed satisfying APCD requirement.*

Misc:

- *Staff has inspected manhole work in conjunction with Caltrans Hwy 1 paving project.*

Plant Tours:

- *None*

Tentative Items:

- *Update on Secondary Clarifier Construction Issue (January 3)*

Plant Operations Report

During the reporting period of November 1st – November 30th there were no violations of the District's National Pollutant Discharge Elimination System (NPDES) Permit to report. All process values were within Permit limitations.

Monthly Plant Data for November 2023

November 2023	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	2.01	3	380	17.0		420	24.8		6.8	219
High	2.6	6.2	632	57.8		585	29.8		70	534
Nov 2023 AVG	2.2	3.59	495	39.1	92.1	505	26.7	94.7	22	395
Nov 2022 AVG	2.09	3.35	422	22.7	94.6	521	25	95.2	47	343
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

Operation and Maintenance Tasks

- Cleaned and rinsed out large chemical containment tanks
- Replaced Fixed Film Reactor orifice
- Continued operation and maintenance manual consolidation
- Fabricated riser for storm drain
- Checked and marked Underground Service Alerts
- Disassembled and cleaned washer compactor spray bar
- Rebuilt backup Sodium Bisulfite pump
- Cleaned up maintenance shop office
- Performed algae control on aeration basins
- Completed conduit rerouting on Chlorine Contact Tank
- Troubleshoot Fixed Film Reactor pump following power glitch
- Removed and installed new G5 valve box in sludge bed
- Troubleshoot and unplugged Grit King
- Troubleshoot and repaired Amiad filtration system
- Cleaned and de-ragged influent level sensors
- Cleaned and de-ragged influent High/Low level floats
- Reprogrammed Grit King Classifier to cycle on more often due to storm and elevated grit levels
- Mowed new District lawn
- Troubleshoot emergency bypass pump
- Mr. Backflow performed annual backflow inspection and repaired faulty backflow preventer
- Adjusted influent High Level float
- Performed flush of Fixed Film Reactor
- Drained and cleaned all serpentine channels of the Chlorine Contact Tank
- Performed a confined space entry into the Chlorine Contact Tank to repair a faulty valve

Work Orders Completed

- Performed Fixed Film Reactor oil change and orifice cleaning
- Exercised influent valves
- Performed Wet Weather Prep
- De-ragged primary sludge pump
- Rinsed all surfaces of clarifiers
- Flushed and cleaned all sump pumps
- Loader preventative maintenance
- 6-inch trash pump preventative maintenance
- Forklift preventative maintenance
- Exercised emergency bypass pump and temporary emergency generator

Training

Staff participated in training on:

- Underground Service Alert program
- Annual Hazardous Materials Business Plan
- Spill Prevention Control and Countermeasures
- OIT Staff continued training in treatment plant operations, maintenance, and laboratory analysis

Call Outs

- November 1st at 7:14 PM – High ORP alarm. Upon arrival, Operations staff observed and ensured the system was back to normal following the alarm. Operations staff continued to monitor the system prior to resetting the alarm.

Staff



