

MEETING	TIME & DATE	LOCATION
Board of Directors	1:00 PM Thursday, November 14, 2024	Cambria Veterans' Memorial Hall 1000 Main Street, Cambria, CA 93428

#### **AGENDA**

#### **Regular Board Meeting**

November 14, 2024 1:00 PM

In person at: Cambria Veterans' Memorial Hall 1000 Main Street, Cambria, CA 93428 AND via Zoom at:

Please click the link to join the webinar: HERE Passcode: 150418

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the CCSD Administration Office, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at https://www.cambriacsd.org/. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda or other documents in the agenda packet provided in an alternative format, contact the Confidential Administrative Assistant at 805-927-6223 at least 48 hours before the meeting to ensure that reasonable arrangements can be made. The Confidential Administrative Assistant will answer any questions regarding the agenda.

#### 1. OPENING

- 1.A Call to Order
- 1.B Pledge of Allegiance
- 1.C Establishment of Quorum
- 1.D Report from Closed Session
- 1.E President's Report
- 1.F Agenda Review

#### 2. BOARD MEMBER COMMUNICATIONS

Any Board Member may make an announcement, report briefly on his or her activities, or ask a question for clarification.

#### 3. PUBLIC COMMENT

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Members of the public who wish to comment on matters before

the CCSD can submit written correspondence to boardcomment@cambriacsd.org. Note: Written correspondence will not be read into the record during the Board meeting; however, correspondence received at least one hour prior to the meeting commencement will be forwarded to the Board of Directors and posted on the District's website as part of the official meeting record. Your comments and information will become part of the official public record. If you do not want your personal information included in the official record, please do not include your address and/or phone number.

#### 4. PRESENTATION

**4.A** Receive a Presentation from R3 Consulting Group, Inc. Regarding Proposed Solid Waste and Recycling Collection Rate Increase for Mission Country Disposal

#### 5. REGULAR BUSINESS

- **5.A** Discussion and Consideration of Approval of a Public Works Contract with Hartzell General Engineering Contractor, Inc. for the Construction of the East Ranch Community Park Public Restroom Installation Project and Authorization for the General Manager to Execute the Agreement
- **5.B** Discussion and Consideration of Approval of an Agreement for Consultant Services with Padre Associates, Inc. for the Environmental Monitoring of the East Ranch Community Park Restroom Installation Project

#### 6. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

- 6.A Finance Committee's Report
- **6.B** Policy Committee's Report
- **6.C** PROS Committee's Report
- 6.D Resources & Infrastructure Committee's Report
- 6.E Other Liaison Reports and Ad Hoc Committee Reports

#### 7. FUTURE AGENDA ITEM(S)

This is an opportunity to request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct the General Manager to place a matter of business on a future agenda by majority vote.

#### 8. ADJOURN TO CLOSED SESSION

8.A CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency Designated Representatives: General Manager, Matthew McElhenie and Che Johnson

**Employee Group: International Association of Fire Fighters (IAFF)** 

8.B CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency Designated Representatives: General Manager, Matthew McElhenie and Che Johnson

**Employee Group: Service Employees International Union, Local 620** 

#### CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **4.A** 

FROM: Matthew McElhenie, General Manager

Meeting Date: November 14, 2024 Subject: Receive a Presentation from R3 Consulting Group,

Inc. Regarding Proposed Solid Waste and Recycling Collection Rate Increase for Mission

Country Disposal

#### **FISCAL IMPACT:**

All costs associated with the processing of the proposed rate increase to comply with the requirements of Proposition 218 will be borne by Mission Country Disposal.

#### **DISCUSSION:**

The Cambria Community Services District provides solid waste services pursuant to Government Code Section 61100(c). Mission Country Disposal is the District's franchisee that provides solid waste collection services to the community. The District and Mission Country Disposal entered into a Franchise Agreement for Integrated Solid Waste Management Services on July 27, 2001, amended in 2010 and 2022. Mission Country Disposal provides residential and commercial solid waste and recycling collection services. As part of its service agreement, Mission Country Disposal is entitled to propose rate adjustments annually to account for changes in operational costs, regulatory requirements, or economic factors.

Mission Country Disposal has submitted a request to increase rates for solid waste and recycling services. The proposed increase is driven by a combination of factors, including:

- CPI Adjustments
- Revenue Balancing Mechanism
- Less Frequent Cost-Based Adjustments
- Updated Depreciation Lifespan for Trucks
- Updated Profit Allowance
- Removed Limitation on Corporate Overhead
- Extraordinary Adjustments

Solid waste collection and disposal rate increases are subject to the requirements of Proposition 218 (Article XIIID, Section 6 of the California Constitution), which includes mailing a written public hearing notice of the proposed fee increase at least 45 days in advance to property owners and tenant customers. Mission Country Disposal will provide the rate increase notice in compliance with that requirement. The notice will include the amount of the proposed fee, the basis upon which the amount of the proposed fee was calculated, the reason for the fee, and the date, time, and location of a public hearing at which property owners or tenant customers may submit written protests to the proposed rate increase. This presentation will provide the CCSD Board of Directors with detailed information on the rationale for the proposed rate adjustment, the projected impact on customers, and an overview of the legal and procedural steps required to implement the changes. It is anticipated that, pending approval by

the Board of Directors, a new solid waste rate adjustment methodology will replace the 1994 Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates and will regulate rate adjustments beginning in 2026. Updating the antiquated rate setting methodology is long overdue. The City of San Luis Obispo served as the lead agency for the rate adjustment methodology update project and retained R3 Consulting Group to do the analysis and prepare a report, which is attached.

It is recommended that the Board of Directors receive a presentation from Mission Country Disposal regarding the proposed rate increase for solid waste and recycling collection services and provide direction to staff on any additional analysis or community outreach that may be required in response to the proposal.

#### **ATTACHMENTS:**

- 1. R3 Consulting Group, Inc. 2025 Solid Waste Rate Adjustment & New Rate Adjustment Methodology PowerPoint Presentation
- 2. 2025 Rate Adjustment and New Rate Methodology Report

## 2025 Solid Waste Rate Adjustment & New Rate Adjustment Methodology: Cambria Community Services District

November 14, 2024
Garth Schultz



## **Recommended Action**

- Receive presentation on recommended adjustments to solid waste rates effective January 1, 2025
- Set a public hearing for January 16, 2025, pursuant to Article XIIID of the California Constitution (Proposition 218)
- Provide direction to issue 45-day notices to solid waste customers regarding rate adjustment public hearing and protest instructions



- Solid waste services are critical services and are required for health and safety as well as compliance with State laws
- > The District's solid waste collection operations are contracted out to Mission Country Disposal (MCD) and are funded through solid waste rates
- Rate revenues are adjusted per the District's rate setting methodology – every 3 years based on MCD's actual costs and otherwise annually by CPI
- The District may authorize up to 5-years of solid waste rate adjustments at a time – there are no ongoing automatic adjustments outside of Board authorization

- Existing rate adjustment methodology was established in 1994 and is outdated
- > The last cost-based adjustment occurred in 2022, with CPI adjustments in 2023 and 2024
- MCD submitted a cost-based rate adjustment application for 2025 per existing methodology and schedule
- The District along 9 other Agencies in San Luis Obispo County and MCD's parent company (Waste Connections) all see benefit in a new approach to annual rate adjustments

## **2025 Rate Adjustment and New Methodology**

## 2025 Cost-Based Rate Adjustment

- Projects future costs based on recent actual costs per audited financial statements
- Increases in organics processing costs
- Increases in landfill disposal costs
- Inflation-related increases in collection costs
- Removal of prior limitations on corporate overhead
- Updated profit allowance



## > 2025 Cost Projections

Cambria Community Services District	Original Adjustment	Revised Adjustment
Collection Services	\$1,961,999	\$1,955,476
Profit Allowance	170,609	175,993
Post-Collection Services	828,185	828,185
Agency Fees	267,905	263,809
Total Cost Projections	3,228,699	3,223,463
Revenue at Current Rates	2,882,493	2,882,493
Surplus / Shortfall	(346,206)	(340,970)
Franchise Fee Adjustment Factor	0.77%	0.76%
Rate Adjustment Factor	12.78%	12.59%

## > 2025 Rate Adjustment Outcomes

Original Adjustment per 1994 Rate Manual	12.78%
Revised Depreciation Schedule	-1.62%
Remove Limitation on Corporate Overhead	0.94%
Service Enhancements	0.45%
Updated Profit Allowance	0.19%
Recalculated District Fees	-0.15%
Revised Adjustment for New Methodology	12.59%

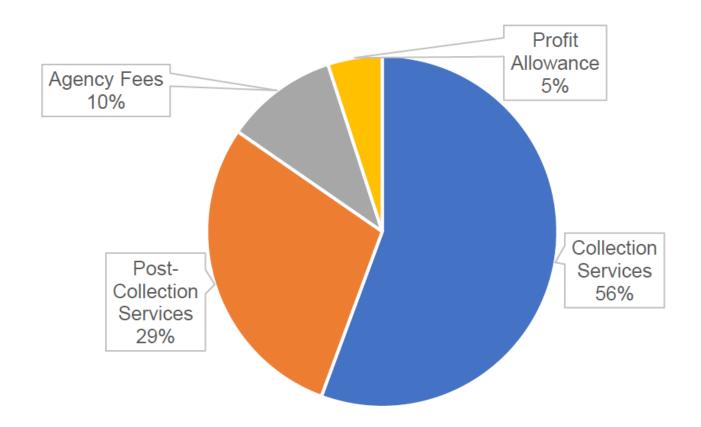
## > 2025 Monthly Residential Rates

Service Level	2024	2025	Change
32-gallon	\$41.52	\$46.75	\$5.23
64-gallon	83.03	93.48	10.45
96-gallon	124.55	140.23	15.68

## Service Enhancements

- Free Bulky Waste Collections: No charge collection for one bulky item during clean-up weeks
- Annual Cart Exchange: Once annual exchange of a residential garbage, recycling, or organics cart per customer account

## Overall Look at Solid Waste Costs

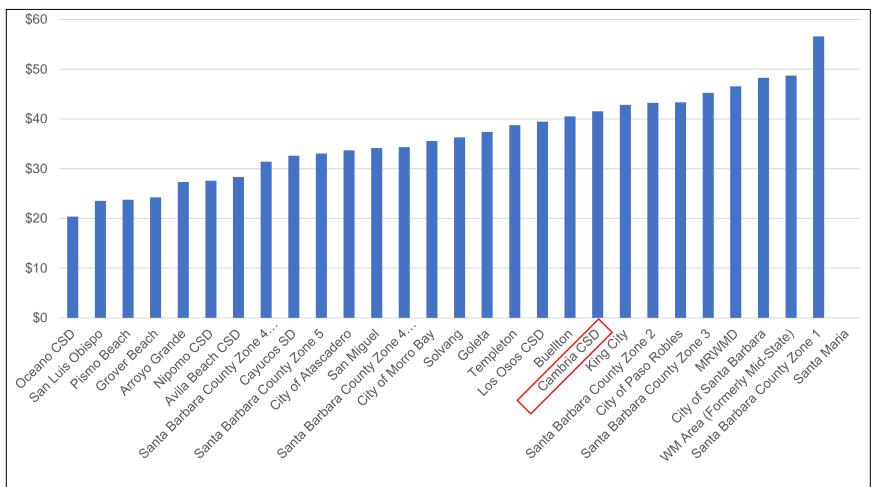


## New Rate Adjustment Methodology

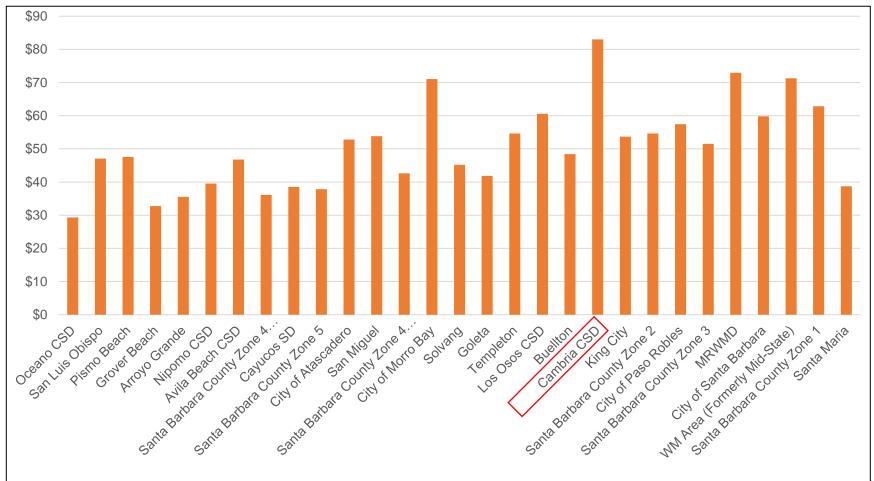
- Enhances rate stability, predictability, fairness, transparency, ease of administration, and costeffectiveness
- Capped CPI adjustments to MCD Collection and Post-Collection Services – 2% floor, 5% ceiling with roll-overs
- Revenue balancing mechanism surplus or shortfall revenues carries forward to future years
- Less frequent cost-based adjustments no more frequently than every 5 years
- Extraordinary Adjustments E.g., CARB fleet electrification mandate

## **Regional Comparison**

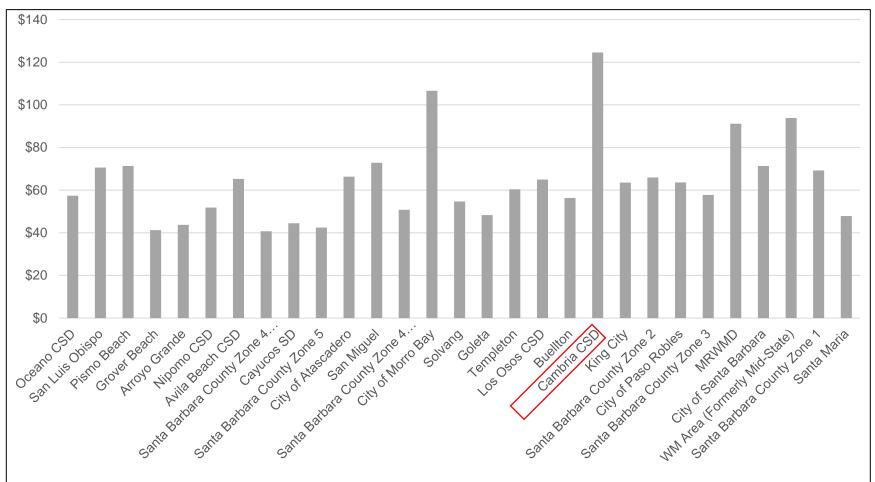
## **Monthly 32-Gallon Cart Rates**



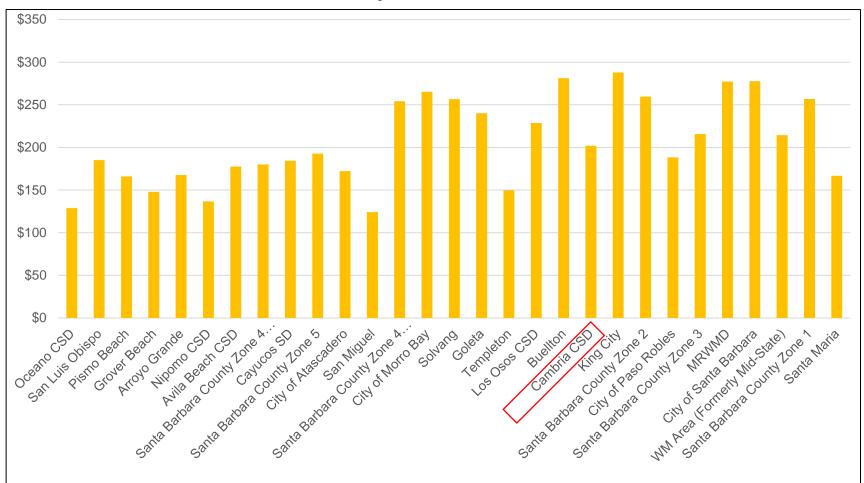
## **Monthly 64-Gallon Cart Rates**



## **Monthly 96-Gallon Cart Rates**



## **Monthly 2-CY Bin Rates**



## **Recommended Action**

- Receive presentation on recommended adjustments to solid waste rates effective January 1, 2025
- Set a public hearing for January 16, 2025, pursuant to Article XIIID of the California Constitution (Proposition 218)
- Provide direction to issue 45-day notices to solid waste customers regarding rate adjustment public hearing and protest instructions

## **REPORT**

City of San Luis Obispo and Participating Agencies

## New Solid Waste Rate Adjustment Methodology and 2025 Rates

Submitted electronically: November 1, 2024







November 1, 2024

Ms. Meg Buckingham Solid Waste and Recycling Coordinator Public Utilities 879 Morro, San Luis Obispo, CA 93401 submitted via email: mbuckin@slocity.org

SUBJECT: New Solid Waste Rate Adjustment Methodology and 2025 Rates

Dear Ms. Buckingham and Participating Agencies,

R3 Consulting Group, Inc. (R3) was engaged by the City of San Luis Obispo (City) to provide solid waste consulting services via two engagements supporting the City's negotiations of a new solid waste services agreement with Waste Connections, the solid waste hauler. R3 was originally engaged by the City to work in collaboration with Los Osos Community Services District and Waste Connections to update the methodology for annual adjustments to the solid waste rates charged by Waste Connections. The key objectives for updating the rate adjustment methodology were to enhance rate stability, predictability, fairness, transparency, ease of administration, and cost-effectiveness.

As that engagement proceeded, eight other agencies in San Luis Obispo County (the City of Arroyo Grande, the City of Grover Beach, the City of Pismo Beach, Avila Beach Community Services District, Cambria Community Services District, Cayucos Sanitary District, Nipomo Community Services District, and Oceano Community Services District – altogether "Participating Agencies" or "Agencies") were included as stakeholder participants in the development of new rate adjustment methodology. With the inclusion of these additional Agencies, objectives for the engagement were updated to include regional scale applicability of the new rate adjustment methodology. R3 was then engaged by the City to review Waste Connections' rate adjustment requests for the 2025 rate year on behalf of all ten Agencies with the objective of determining 2025 solid waste rates that would an appropriate starting point for a new rate adjustment methodology starting in 2026.

The City of San Luis Obispo served as the lead contracting agency for both engagements, providing primary oversight and direction of R3's work. Input and feedback were also sought from the other nine Agencies, and the results reflect their stakeholder input. Ultimately, the outcomes of both engagements are the conclusion of good faith contract negotiations between the City and Waste Connections. In summary, the City and Waste Connections have tentatively agreed to updated terms and conditions for annual rate adjustment which fulfill key objectives while also securing enhanced services that will protect low income households, prevent illegal dumping, and clean solid waste collection containers. The new rate adjustment methodology and enhanced services also resulted in updated adjustments to solid waste rates for 2025.

The City intends to recommend a new agreement with Waste Connections to the City Council that will include the new rate adjustment methodology and enhanced services along with the 2025 adjustments to solid waste rates. In keeping with the objective for the results to be applicable on a regional scale, Waste Connections is willing to offer the new rate adjustment methodology and

select enhanced services to the other nine Agencies at the updated 2025 adjustments to solid waste rates.

R3 would like to recognize that this has been a significant undertaking, and we'd like to thank the City of San Luis Obispo, Waste Connections, Los Osos Community Services District, and Participating Agencies for your involvement in providing feedback during this process. In closing, R3 recommends City and stakeholder consideration of the revised 2025 rates and the new rate adjustment methodology as a means of achieving shared rate fairness, stability, and predictability objectives. Here's what Waste Connections has shared regarding the outcomes:

"San Luis Garbage (SLG) had the opportunity to negotiate with the City of San Luis Obispo on the re-write of the 1994 rate-making manual. The goal of this endeavor was to simplify and streamline the rate-making process for all parties and provide an improved model going forward for potential refuse collection rate changes. The process included a considerable amount of discussion and analysis and although arduous at times, SLG feels the negotiations were performed in good faith, were collaborative in nature and carried out with mutual respect. In addition to updating the rate-making methodology, both parties took the opportunity to establish some new service enhancements that will discourage illegal dumping, provide cart cleaning exchanges, and offer rate relief for low-income customers. SLG believes the outcome of the negotiation has provided a much-improved rate-review process for the City of San Luis Obispo and other cities currently under the old rate-making methodology which will ultimately allow for an easier path to fair and reasonable rates for all customers."

\* \* \* \* \* \* \*

We appreciate the opportunity to be of service to the City and would like to thank the City and the Participating Agencies for their involvement and feedback. We would also like to recognize Waste Connections staff for being communicative and responsive to requests for information during the process.

Sincerely,

Garth Schultz | Principal

**R3 Consulting Group, Inc.** 

510.292.0853 | gschultz@r3cgi.com

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#### **Attachments**

- 1 Summary of Original 2025 Base Year Rate Adjustments
- 2 Revised 2025 Rate Adjustments
- 3 CPI-U for Garbage and Trash
- 4 Example Rate Calculations for 2026 through 2029

### 1. EXECUTIVE SUMMARY

## **New Rate Adjustment Methodology**

The City of San Luis Obispo, in its capacity as the lead agency on the solid waste rate adjustment methodology update process, and in partnership with Los Osos Community Services District and Waste Connections, completed negotiations and arrived at tentative agreement with Waste Connections regarding the terms and conditions of a new methodology. The outcome was the result of extensive good faith negotiations between the City and Waste Connections, with due consideration to input provided by other public agency stakeholders.

Pending City Council approvals, the new methodology will replace the 1994 Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates (1994 Rate Manual) and will regulate annual rate adjustments for the City's solid waste rates starting in 2026.

The new methodology fulfills key objectives established by the City and Waste Connections, including rate stability, predictability, fairness, transparency, ease of administration, and cost-effectiveness. Additionally, in response to requests by other Agencies that contract with Waste Connections in San Luis Obispo County, the new methodology can be applied on a regional-scale and is available as recommended alternative to the 1994 Rate Adjustment Manual for those Agencies.

The key features of the new methodology include:

- **CPI Adjustments:** Starting in 2026, rate adjustments will be based on the Garbage and Trash CPI, with a floor of 2% and a cap of 5%. Amounts under 2% or over 5% will carry forward. The CPI adjustment will apply to Waste Connections' collection and post-collection cost centers.
- Revenue Balancing Mechanism: Starting in 2027, adjustments to rates will account for shortfalls or surpluses in Waste Connections' actual revenues compared to projected revenues from prior years. For example, if Waste Connections' 2025 revenues exceed projections, the amount of surplus revenues will be credited to the rates in 2027 (and vice versa), achieving fairness in compensation and rates for the company and for ratepayers. Such adjustments would take place annually and will be independent of the CPI cap and floor noted above (there is no cap on these amounts).
- Less Frequent Cost-Based Adjustments: Currently, solid waste rates are adjusted based on the 1994 Rate Adjustment Manual every three years on Waste Connections' costs. Via the new methodology, cost-based adjustments would occur a maximum of every five years, and only if requested by Waste Connections or the City. The first opportunity for a cost-based adjustment will be for the 2030 rate year. If neither Waste Connections nor the City request a cost-based adjustment, then the CPI adjustment approach will be applied. Cost-based adjustments will be based on Waste Connections' consolidated audited financial statements for the region. Timeframes for cost-based adjustment application and review process will be ample, such that the City will have sufficient time for review and approval processes and such that the potential for delay in implementation is minimized. These timeframes will be delineated in the forthcoming amendment to the agreement with Waste Connections.
- **)** Updated Depreciation Lifespan for Trucks: The 1994 Rate Manual set a 7-year depreciation schedule for solid waste collection trucks. Modern solid waste collection trucks have a 10-year lifespan, and the depreciation schedule was adjusted accordingly.
- Updated Profit Allowance: The 2025 rate adjustment will include a 9% profit allowance of projected collection costs and in 2026 and thereafter the profit allowance will be 10%. The updated profit allowance is in-keeping with industry standard ranges for solid waste services. For

context, the 2025 profit allowance is approximately 5% of revenues and we estimate that the 2026 profit allowance will be approximately 5.5% of revenues. Profit will not be allowed on post-collection costs.

- Removed Limitation on Corporate Overhead: The 1994 Rate Manual placed a limitation on corporate overhead costs. Today, corporate overhead costs fund legal, tax, payroll, human resources, engineering, compliance, IT, training and recruiting programs. The City and Waste Connections agreed to remove the prior limitation in order to fund these services. In the nearterm, compensation to Waste Connections for corporate overhead will be limited by the CPI adjustment noted above. Cost-based adjustments to corporate overhead are possible in 2030, and will be subject to review, justification, and potential limitation at that time.
- Fleets (ACF) regulation is requiring all solid waste collection trucks to have zero emissions by 2042. This includes a phased in plan to get the percentage of the fleet to be zero emission vehicle (ZEV) with 10% by 2030, 25% by 2033, 50% by 2036,75% by 2039 and 100% by 2042. During CPI Adjustment years, Waste Connections may request extraordinary rate adjustments due to changes in law affecting collection operations, including for compliance with CARB's ACF zero emission mandate (which may necessitate change to depreciation schedules). The City may, but is not obligated to, consider requests for extraordinary rate adjustments due to changes in law affecting post-collection operations. Requests for extraordinary change are subject to good faith negotiations between City and Waste Connections.

#### **New Service Enhancements**

During negotiations, the City and Waste Connections also took the opportunity to establish new service enhancements that will discourage illegal dumping, provide cart cleaning exchanges, and offer rate relief for low-income customers. The below service enhancements are available to the other Agencies that approve the new rate adjustment methodology in association with adjusted 2025 solid waste rates:

- **Customer Assistance Program:** 20% low-income discount provided to residential customers using 32-gallon cart service, using existing jurisdictional practices on low-income relief for their offered utility type services with evidence of qualifying financial hardship.
- Free Bulky Waste Collections: Collection of a bulky waste item twice annually from residential accounts at no separate cost, via clean-up week or voucher program depending on existing program.
- Annual Cart Exchange: Once annual exchange of a residential solid waste, recycling, or organics cart per customer account.

### 2025 Rate Adjustments

As a result of the above, Waste Connections' 2025 rate adjustment request was revised from a 9.29% increase to a 9.89% increase in solid waste rates, effective January 1, 2025 (and prior to other rate structure adjustments that the City and Waste Connections may enact). When the new rate methodology changes and service enhancements are equally applied to the other regional Agencies, the results are as shown in Table 1 on the following page. Additional details are included in Section 3 of this report.

Table 1: 2025 Rate Adjustments

Agency	Original	Revised
City of San Luis Obispo	9.29%	9.89%
City of Arroyo Grande	3.97%	4.92%
Los Osos CSD	12.47%	13.18%
City of Pismo Beach	3.97%	4.82%
Cambria CSD	12.78%	12.59%
City of Grover Beach	3.97%	5.02%
Nipomo CSD	3.23%	5.04%
Oceano CSD	3.76%	4.98%
Cayucos SD	12.47%	14.32%
Avila Beach CSD	3.97%	4.60%

### 2. BACKGROUND

#### 1994 Rate Manual

The 1994 Rate Manual is a 120-page document that provides step-by-step directives regarding annual adjustments to solid waste rates in the City. Though the 1994 Rate Manual specifically references the City of San Luis Obispo, other agencies in San Luis Obispo County (including the nine Agencies referenced in this report) also follow the 1994 Rate Manual for annual adjustments to solid waste rates.

The 1994 Rate Manual established a three-year cycle for adjustments to solid waste rates. The first year of each three-year cycle (called a "base year") adjusted rates based on the documented costs of providing solid waste services. In the second and third years, solid waste rates were adjusted in accordance with external indicators, such as the Consumer Price Index (CPI).

While the 1994 Rate Manual was an appropriate approach to annually adjusting solid waste rates at the time, changing regulatory conditions and modern best practices in solid waste rate setting indicate that the prior approach has outlived its usefulness. In particular, cost-based adjustments on a fixed three-year cycle are no longer the industry norm. Most solid waste rate adjustment methodologies in California today either do not include regular cost-based adjustments or do so less frequently. When allowed, cost-based adjustments are typically the result of extraordinary changes in cost due to factors like changes in law or other uncontrollable factors (such as China's National Sword Policy in 2017 and the COVID pandemic in 2020). Additionally, step-by-step instructions and timelines in the 1994 Rate Manual are outdated and do not contemplate current approaches to public noticing, public hearings, and review timelines for authorizing rate adjustments.

### **RFQ for New Rate Adjustment Methodology**

Recognizing the limitations of the 1994 Rate Manual, the City and Los Osos Community Services District issued a request for quotes (RFQ) in early 2024 seeking a consultant to develop a new rate adjustment methodology. Pursuant to the RFQ process, R3 was awarded an agreement to provide support in developing a new rate adjustment methodology.

### **Rate Adjustment History**

Rate adjustments experienced by the City and participating Agencies have varied significantly in the prior ten years from 2015 through 2024, as shown in Table 2, on the following page. As shown in the table, rate adjustments by agency have varied from 0% (most Agencies in 2015) to over 20% (most Agencies in 2022).

There are important reasons for these variances, primarily related to the unfunded State mandates of SB 1383 (Short-lived Climate Pollutants Act) which required all agencies in California to implement programs to recover and recycle organic waste to reduce methane emissions from landfills. While rate adjustments were necessary to fund the required SB 1383 programs, the combination of new costs with the three-year cost-based adjustment approach in the 1994 Rate Manual resulted in rate adjustment spikes in 2016, 2019, and 2022. Overall, across the Agencies, the average annual rate adjustment from 2015 through 2024 has been 6.76%.

One important objective of the new rate adjustment methodology is to minimize the recurrence of such spikes by reducing the frequency of cost-based rate adjustments. From R3's experience implanting new rate methodologies with other clients, the result has been stable and predictable annual rate adjustments.

Table 2: 2015 – 2024 Rate Adjustments by Agency

Agency	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
City of San Luis Obispo	0.00%	5.25%	1.00%	1.60%	13.70%	1.70%	0.70%	17.75%	9.10%	3.00%
City of Arroyo Grande	0.00%	3.25%	1.00%	1.60%	10.06%	1.70%	0.70%	22.19%	9.10%	3.00%
Los Osos CSD	2.00%	10.37%	1.00%	1.60%	25.74%	1.70%	0.70%	41.87%	7.70%	2.70%
City of Pismo Beach	0.00%	3.25%	1.00%	1.60%	10.06%	1.70%	0.70%	22.19%	9.10%	3.00%
Cambria CSD	1.92%	9.93%	1.00%	1.60%	25.32%	1.70%	0.70%	41.50%	9.10%	3.00%
City of Grover Beach	0.00%	3.25%	1.00%	1.60%	10.06%	1.70%	0.70%	22.19%	9.10%	3.00%
Nipomo CSD	0.00%	0.00%	1.00%	1.60%	15.08%	1.70%	0.70%	21.27%	9.10%	3.00%
Oceano CSD	0.00%	3.25%	1.00%	1.60%	10.06%	1.70%	0.70%	21.03%	9.10%	3.00%
Cayucos SD	2.00%	27.39%	1.00%	1.60%	26.43%	1.70%	0.70%	43.30%	9.10%	3.00%
Avila Beach CSD	0.00%	3.25%	1.00%	1.60%	10.06%	1.70%	0.70%	22.19%	9.10%	3.00%

### **Financial Statement History**

There are three Waste Connections business units serving the ten participating Agencies (San Luis Garbage, Mission Country Disposal, and South Country Sanitary Service). Each business unit prepares annual audited financial statements which are used as the basis for base year rate applications to the Agencies. R3 analyzed Waste Connections' audited financial statements for the six years from 2018 through 2023 to evaluate profit achievement, with the results summarized in Table 3, below. Table 3 also includes estimated profit achievement in 2024 (still underway) and for 2025 (prior to 2025 rate adjustments).

Table 3: 2018 – 2023 Profit Achievement

Business Unit	2018	2019	2020	2021	2022	2023	2024	2025
San Luis Garbage	-13.84%	-16.84%	-9.66%	-3.41%	12.47%	6.30%	-0.64%	-6.62%
Mission Country Disposal	-19.26%	-30.77%	-9.28%	-19.84%	-10.21%	2.47%	-4.09%	-8.95%
South County Sanitary Service	5.38%	1.40%	0.25%	-5.56%	5.93%	15.85%	8.43%	2.38%
Overall	-7.22%	-12.45%	-5.22%	-7.88%	4.66%	9.67%	2.61%	-3.16%

As shown in Table 3, in total across all three business units, Waste Connections operated without any net income between 2018 and 2021, with net positive profitability being achieved in 2022 and 2023. Profit achievement varied by business unit, with South County Sanitary Service consistently experiencing greater profit achievement and Mission Country Disposal consistently experiencing lesser or no profit achievement. This is one of the key reasons that rate adjustments for the Agencies served by Mission Country Disposal (Cambria Community Services District, Cayucos Sanitary District, and Los Osos Community Services District) were higher than the other Agencies in 2019 and 2022.

Table 3 also shows that projected profit achievement in 2024 will be lower than 2023, which is primarily the result of Waste Connections incurring increased landfill disposal costs (provided by a related party) and increased organics processing costs (provided by a non-affiliated third party processor). Projected profit achievement for 2025 – which, importantly, is **prior to 2025 adjustments to solid waste rates** – demonstrates no net profit for San Luis Garbage and Mission County Disposal and low net income for South County Sanitary Service. Overall, without adjustments to rates, Waste Connections service to the Agencies in 2025 will not yield net income.

It should be noted that Waste Connections allocates costs between business units based on allocation metrics that include vehicle operating hours, number of solid waste containers, and number of customer accounts. While such metrics are useful means of allocating costs, they do not necessarily represent the exact cost of providing service within a given business unit.

### **Rate Comparison**

R3 compared current 2024 solid waste rates for the Agencies to rates in other jurisdictions in San Luis Obispo County, Santa Barbara County, and Monterey County. The results are shown in Table 4, below and on the following page, and are organized in ascending order by 32-gallon monthly rate (common residential subscription level).

Table 4: Regional Comparison of Monthly Rates

Agency	20 Gallon	32 Gallon	64 Gallon	96 Gallon	2 Cubic Yards
Oceano CSD	N/A	\$20.37	\$29.31	\$57.39	\$128.75
San Luis Obispo	\$14.74	\$23.53	\$47.06	\$70.59	\$185.21
Pismo Beach	N/A	\$23.76	\$47.56	\$71.33	\$166.02
Grover Beach	N/A	\$24.23	\$32.74	\$41.23	\$147.95
Arroyo Grande	N/A	\$27.33	\$35.52	\$43.73	\$167.65
Nipomo CSD	N/A	\$27.57	\$39.52	\$51.81	\$136.62
Avila Beach CSD	N/A	\$28.31	\$46.78	\$65.24	\$177.68
Santa Barbara County Zone 4 Lompoc	N/A	\$31.41	\$36.13	\$40.70	\$179.98
Cayucos SD	N/A	\$32.60	\$38.52	\$44.48	\$184.32
Santa Barbara County Zone 5	N/A	\$33.03	\$37.84	\$42.46	\$192.87
City of Atascadero	N/A	\$33.67	\$52.80	\$66.35	\$172.24
San Miguel	N/A	\$34.13	\$53.80	\$72.88	\$124.12
Santa Barbara County Zone 4 Santa Ynez	N/A	\$34.33	\$42.62	\$50.77	\$254.11
City of Morro Bay	\$22.21	\$35.54	\$71.07	\$106.63	\$265.30
Solvang	N/A	\$36.28	\$45.20	\$54.69	\$256.55

Agency	20 Gallon	32 Gallon	64 Gallon	96 Gallon	2 Cubic Yards
Goleta	N/A	\$37.39	\$41.88	\$48.35	\$240.10
Templeton	N/A	\$38.73	\$54.63	\$60.41	\$149.58
Los Osos CSD	\$27.74	\$39.45	\$60.57	\$64.96	\$228.72
Buellton	N/A	\$40.51	\$48.40	\$56.38	\$281.13
Cambria CSD	N/A	\$41.52	\$83.03	\$124.55	\$201.94
King City	\$32.43	\$42.83	\$53.68	\$63.52	\$288.00
Santa Barbara County Zone 2	N/A	\$43.25	\$54.66	\$65.92	\$259.61
City of Paso Robles	\$38.15	\$43.32	\$57.42	\$63.59	\$188.36
Santa Barbara County Zone 3	N/A	\$45.22	\$51.52	\$57.75	\$215.72
MRWMD	\$38.28	\$46.54	\$72.92	\$91.20	\$277.20
City of Santa Barbara	N/A	\$48.26	\$59.82	\$71.38	\$277.66
WM Area (Formerly Mid-State)	N/A	\$48.72	\$71.31	\$93.84	\$214.46
Santa Barbara County Zone 1	N/A	\$56.60	\$62.86	\$69.25	\$256.74
Santa Maria	N/A	N/A	\$38.74	\$47.87	\$166.72

Table 4 demonstrates that solid waste rates for the City and other Participating Agencies compare favorably to others in the region. Charts 1 through 4, below and on the following pages, show the information from Table 4 in graphical format.

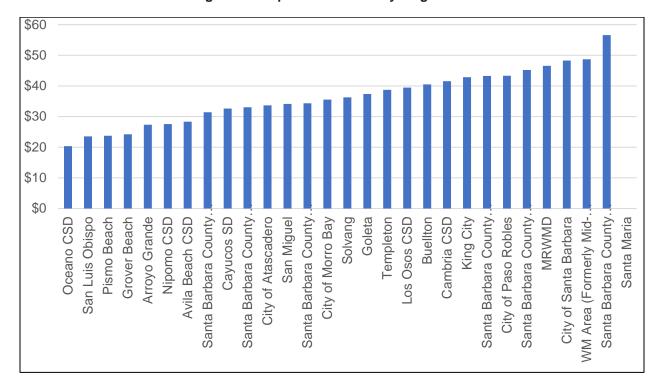


Chart 1: Regional Comparison of Monthly 32-gallon Cart Rates

Chart 1, which is organized in ascending order of 32-gallon monthly rate, demonstrates that the rates for 32-gallon monthly service (the most subscribed residential service level) for all Participating Agencies

other than Cambria Community Services District, Cayucos Sanitary District, and Los Osos Community Services District are the lowest in the region. Chart 2 shows how 64-gallon monthly rates compare.

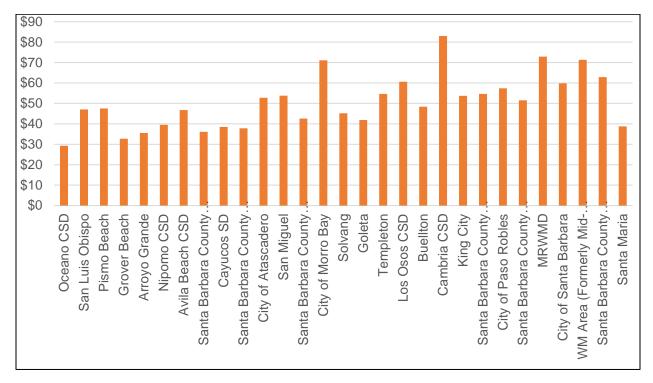
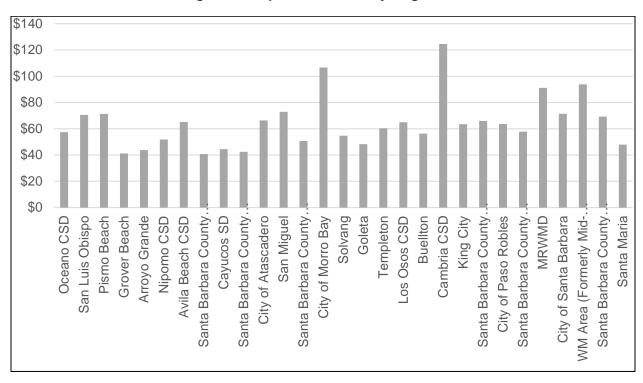


Chart 2: Regional Comparison of Monthly 64-gallon Cart Rates





Charts 3 and 4 keep the same ordering as Charts 1 and 2 and show how large residential 96-gallon service and commercial two (2) cubic yard bin service compare with the region. Overall, while exceptions exist, rates for solid waste service for the City and the Participating Agencies are among the lowest in the region, including San Luis Obispo County, Santa Barbara County, and Monterey County.

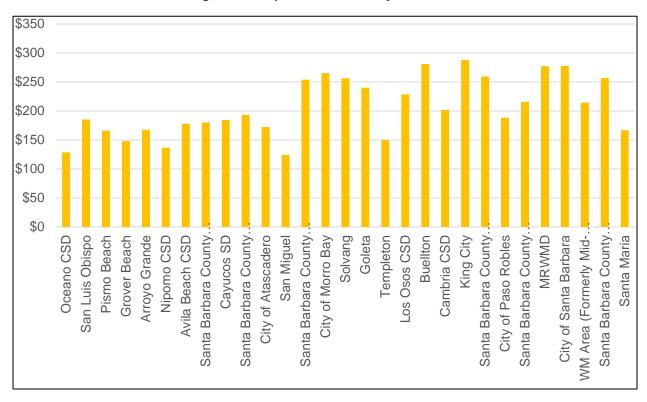


Chart 4: Regional Comparison of Monthly 2 Cubic Yard Rates

# 3. NEW RATE ADJUSTMENT METHODOLOGY AND 2025 RATES

### 2025 Base Year Rate Adjustments

Waste Connections submitted base year rate applications to the Agencies for rates effective January 1, 2025. Those rate applications were prepared in accordance with the 1994 Rate Manual, with modification for an effectiveness date of January 1, 2025, instead of the October 1, 2024 date that otherwise would have been the effective date given strict adherence to the 1994 Rate Manual. In simple terms, the applications project future 2025 costs for providing solid waste services based on the actual costs of providing services as follows:

- Actual results for the most recently completed year (2023), which are based on the audited financial statements.
- Projected results for the current year (2024), which are to be based on year-to-date information available at the time the application is submitted.
- Projected results for the next year (2025).

Adjustments to solid waste rates are then calculated based on the projected 2025 revenue requirement, which is the sum of:

- Allowed costs.
- **>** Allowable operating profit.
- Pass through costs.

In reviewing the 2025 base year rate applications for the Agencies, R3:

- **>** Checked calculations for mathematical accuracy and consistency.
- > Tied projected costs back to the 2023 audited financial statements.
- Evaluated the root causes of extraordinary changes in cost for landfilling and organics processing.
- Reviewed 2024 revenues year to date to determine accuracy of projected revenues at current rates for 2025.
- Proposed adjustments to solid waste collection vehicle depreciation lifetimes.

A summary of Waste Connections' original 2025 base year rate adjustments per the applications submitted to the Agencies is included as Attachment 1.

It should be noted that Waste Connections' base year rate applications are made at the business unit level (San Luis Garbage, Mission Country Disposal, and South County Sanitary Service) with no allocation of projected costs to individual Agencies served by those business units. Rather, the base year rate adjustment applications use total costs and revenues for those business units to calculate rate adjustments for the individual Agencies. For the purposes of our analysis, and as documented in Attachment 1, R3 allocated projected expenses by agency in accordance with proportion of revenues – this allocation approach is what the base year rate application achieve in practice, and the result is an exact match to the rate adjustment calculations included in the base year rate applications for each agency.

<sup>&</sup>lt;sup>1</sup> Authorization of the January 1, 2025 rate adjustments are expected to occur after that date. Waste Connections will prorate adjustment amounts on customer bills to account for the timing difference.

R3 thoroughly reviewed the figures included in the 2025 rate adjustment calculations, as well as supporting documentation requested of Waste Connections during the review process and found that Waste Connections' rate applications were accurate and in accordance with the 1994 Rate Manual. The rate adjustments shown in Table 5 on the following page are the correct rate adjustments per the 1994 Rate Manual and are the default rate adjustments effective January 1, 2025, if the City and the Participating Agencies do not move forward with revisions to the 2025 rates in accordance with the new rate adjustment methodology.

Table 5: 2025 Rate Adjustments Per 1994 Rate Manual

Agency	January 1, 2025, Default Rate Adjustment
City of San Luis Obispo	9.29%
City of Arroyo Grande	3.97%
Los Osos CSD	12.47%
City of Pismo Beach	3.97%
Cambria CSD	12.78%
City of Grover Beach	3.97%
Nipomo CSD	3.23%
Oceano CSD	3.97%
Cayucos SD	12.47%
Avila Beach CSD	3.97%

### **Revisions for New Rate Adjustment Methodology**

In negotiating the terms and conditions of a new rate adjustment methodology starting in 2026, the City and Waste Connections made the following revisions to the 2025 base year rate adjustments:

#### **Updated Depreciation Lifespan for Trucks**

The 1994 Rate Manual set a 7-year depreciation schedule for solid waste collection trucks. Modern solid waste collection trucks have a 10-year lifespan, and the depreciation schedule was adjusted by Waste Connections accordingly. Table 6, on the following page, shows the dollar magnitude of this change and the effect on the 2025 rate adjustment, with the effect being a reduction in the rate adjustment calculation ranging from 1.33% to 1.62%, depending on agency. Differences in effect by agency are the result of business unit allocations described earlier in this report.

**Table 6: Change in Depreciation Lifespan** 

	San Luis Obispo	Los Osos CSD	Cambria CSD	Cayucos SD	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo CSD	Oceano	Avila CSD
Original Depreciation	\$1,338,367	\$376,989	\$295,515	\$131,502	\$398,063	\$316,350	\$236,919	\$225,376	\$114,616	\$26,441
Revised Depreciation	1,125,720	317,545	248,918	110,766	336,460	267,393	200,254	190,498	96,879	22,349
Change in Calculations	(212,647)	(59,444)	(46,597)	(20,735)	(61,603)	(48,957)	(36,665)	(34,878)	(17,737)	(4,092)
Effect on Rate Adjustment	-1.47%	-1.62%	-1.62%	-1.62%	-1.33%	-1.33%	-1.33%	-1.33%	-1.33%	-1.33%

#### **Removed Limitation on Corporate Overhead**

The 1994 Rate Manual placed a limitation on corporate overhead costs. Today, corporate overhead costs fund legal, tax, payroll, human resources, engineering, compliance, IT, training and recruiting programs. The City and Waste Connections agreed to remove the prior limitation in order to fund these services. Table 7, below, shows the effect of removing the prior limitation on corporate overhead. Differences in effect by agency are the result of different original proportionate amounts of corporate overhead between Agencies. In the near-term, compensation to Waste Connections for corporate overhead will be limited by the CPI adjustment noted above. Cost-based adjustments to corporate overhead are possible in 2030, and will be subject to review, justification, and potential limitation at that time.

**Table 7: Change in Corporate Overhead** 

	San Luis Obispo	Los Osos CSD	Cambria CSD	Cayucos SD	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo CSD	Oceano CSD	Avila CSD
Original Corporate Overhead	\$246,296	\$46,213	\$36,226	\$16,120	\$93,625	\$74,406	\$55,724	\$53,009	\$26,958	\$6,219
Revised Corporate Overhead	430,378	80,753	63,301	28,168	163,600	130,017	97,371	92,627	47,106	10,867
Change in Calculations	184,082	34,540	27,075	12,048	69,975	55,611	41,648	39,619	20,148	4,648
Effect on Rate Adjustment	1.28%	0.94%	0.94%	0.94%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%

#### 50% Cost Share for Regional Service Enhancements

Waste Connections is offering new service enhancement to the benefit of the City and the Agencies including:

- **)** Collection of a bulky waste item twice annually from residential accounts at no cost, via clean-up week or voucher program depending on existing program.
- Once annual exchange of a residential solid waste, recycling, or organics cart per customer account.

Waste Connections has estimated the annual cost of offering these service regionally and is proposing recovery of 50% of the projected costs via the 2025 rate adjustment. The City and Waste Connections have tentatively agreed to this cost sharing as part of the new agreement and for inclusion in the 2025 rates. Waste Connections is proposing the low income discount customer assistance program without a change in rate adjustment.

Table 8, below, shows the effect of including the 50% cost sharing for these two service enhancements into the 2025 rate adjustment. Cost allocations are by percentage of accounts by agency, which is the reason for differences in the effect of rate adjustment by agency.

	San Luis Obispo	GSD Fos Osos	Cambria CSD	Cayucos SD	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo CSD	Oceano	Avila
New Annual Cart Exchange	\$26,376	\$9,889	\$7,223	\$3,623	\$11,445	\$7,566	\$8,179	\$7,987	\$3,681	\$320
Bulky Clean-up Enhancements	21,091	7,908	5,776	2,897	9,152	6,050	6,540	6,386	2,944	256
Change in Calculations	47,467	17,797	12,999	6,520	20,597	13,616	14,719	14,373	6,625	576
Effect on Rate Adjustment	0.33%	0.48%	0.45%	0.51%	0.45%	0.37%	0.54%	0.55%	0.50%	0.19%

Table 8: 50% Cost Share for Service Enhancements

#### **Corrections to AB 939 Fees**

Agency fees, which include AB 939 Fees and Franchise Fees, are included as estimates in rate adjustment applications. Because the rate applications are at the company business unit level, and not at the individual agency level, AB 939 fees in the application are allocated to the Agencies in proportion to revenues. However, only the City of San Luis Obispo and Cayucos Sanitary District receive AB 939 Fees – therefore this was corrected in the revised 2025 rate adjustments as shown in Table 9, on the following page. Note that the values for the City of San Luis Obispo also include a correction to Franchise Fee revenues.<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> Specifically, to remove the 1994 Rate Manual's approach to "grossing up" the calculated rate adjustment to account for the Franchise Fee by including the projected Franchise Fee payment amounts in the rate adjustment calculation itself. This approach is also recommended for the other Agencies starting with the 2026 rate adjustment.

Table 9: Corrections to AB 939 Fees

	San Luis Obispo	Los Osos CSD	Cambria CSD	Cayucos SD	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo CSD	Oceano	Avila
Original Agency Fees	\$362,140	\$5,226	\$4,097	\$1,823	\$-	\$-	<b>\$-</b>	<b>\$</b> -	\$-	\$-
Revised Agency Fees	439,411	-	1	12,754	-	-	-	-	-	-
Change in Calculations	77,271 <sup>3</sup>	(5,226)	(4,097)	10,931	-	-	-	-	-	-
Effect on Rate Adjustment	0.54%	-0.14%	-0.14%	0.85%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

#### **Updated Profit Allowance**

The 1994 Rate Manual, along with the Agencies agreements with Waste Connections, limits allowable profit based on an "operating ratio" of 92% or 93% of allowable collection expenses (not including post-collection disposal, processing or recycling expenses nor agency fees) depending on the agency. A 93% operating ratio is the equivalent of a 7.53% profit margin, and a 92% operating ratio is the equivalent of an 8.7% profit margin.

A key negotiation point between the City and Waste Connections was a change to the profit allowance. Ultimately, after much discussion and negotiation, the City and Waste Connections agreed that the 2025 rate adjustment will include a 9% profit allowance of projected allowable collection costs and in 2026 and thereafter the profit allowance will be 10%. The updated profit allowance is in-keeping with industry standards for solid waste services.

For context, the 2025 profit allowance is approximately 5% of revenues and we estimate that the 2026 profit allowance will be approximately 5.5% of revenues. Table 10, on the following page, shows the effect of changing the profit allowance to 9% of collection costs for all Agencies for the 2025 rate adjustments. Differences in the effect on rate adjustment are due to differences in existing profit allowances by agency, as well as differences in the depreciation, corporate overhead and new service enhancements shown in earlier tables.

<sup>&</sup>lt;sup>3</sup> Includes adjustment to Franchise Fee to remove "grossing up" method from City's 2025 rate adjustment calculations.

**Table 10: 9% Profit Allowance on Allowable Collection Costs** 

	San Luis Obispo	Los Osos CSD	Cambria CSD	Cayucos SD	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo CSD	Oceano	Avila CSD
Original Profit Allowance	\$641,302	\$188,392	\$170,609	\$65,715	\$227,094	\$180,477	\$135,161	\$111,295	\$65,388	\$15,085
Revised Profit Allowance	768,515	224,623	175,993	78,382	237,649	188,618	141,665	134,797	68,490	15,714
Change in Calculations	127,213	36,231	5,384	12,667	10,555	8,141	6,504	23,502	3,102	629
Effect on Rate Adjustment	0.88%	0.99%	0.19%	0.99%	0.23%	0.22%	0.24%	0.90%	0.23%	0.20%

#### **Total Revisions for New Rate Adjustment Methodology**

Taken altogether, the revisions to the 2025 rate adjustment result in small increases to the original 2025 rate adjustment calculations. These are shown in Table 11, on the following page, and are also shown in Attachment 2.

Table 11: Overall Revisions to 2025 Rate Adjustments

	San Luis Obispo	Los Osos CSD	Cambria CSD	Cayucos SD	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo CSD	Oceano CSD	Avila CSD
Original 2025 Revenue Calculation	\$15,640,734	\$4,089,595	\$3,228,699	\$1,426,540	\$4,786,646	\$3,804,059	\$2,848,911	\$2,692,832	\$1,378,241	\$317,951
Change in Depreciation	(212,647)	(59,444)	(46,597)	(20,735)	(61,603)	(48,957)	(36,665)	(34,878)	(17,737)	(4,092)
Change in Corporate Overhead	184,082	34,540	27,075	12,048	69,975	55,611	41,648	39,619	20,148	4,648
Enhanced Services	47,467	17,797	12,999	6,520	20,597	13,616	14,719	14,373	6,625	576
Updated Profit Allowance	127,213	36,231	5,384	12,667	10,555	8,141	6,504	23,502	3,102	629
Corrections to AB 939 Fees	77,271	(5,226)	(4,097)	10,931	-	-	-	-	-	-
Revised 2025 Revenue Calculation	15,864,119	4,113,493	3,223,463	1,447,971	4,826,170	3,832,470	2,875,118	2,735,447	1,390,379	319,712
Revenues at Current Rates	14,435,726	3,677,194	2,882,493	1,282,686	4,621,616	3,672,906	2,750,690	2,616,676	1,330,724	306,989
Shortfall	(1,428,393)	(436,299)	(340,970)	(165,285)	(204,554)	(159,564)	(124,428)	(118,771)	(59,655)	(12,724)
Revised 2025 Rate Adjustment <sup>4</sup>	9.89%	13.18%	12.59%	14.32%	4.92%	4.82%	5.02%	5.04%	4.98%	4.60%

# **Proportionality in Cost of Service**

R3 analyzed the 2025 rate adjustments for adequacy with respect to the cost-of-service requirements of Proposition 218. Because the base year rate adjustment methodology is based on the documented cost of provided solid waste services as expressed in Waste Connections' audited financial statements, we find that the current and proposed solid waste service rates will generate revenues sufficient to cover the cost-of-providing service plus a reasonable profit allowance commensurate with normal expectations in the solid waste industry.

R3 also analyzed the proposed solid waste service rates for adequacy with respect to proportionate allocation of costs among solid waste service customers. R3 found that the current (and thus also

<sup>&</sup>lt;sup>4</sup> Rate adjustments shown include grossing up for franchise fees per 1994 Rate Manual methodology, except for San Luis Obispo.

proposed) solid waste rate structure proportionately allocates costs to service types and container sizes based on the relative differences in cost associated with the types of services provided to customers.

For example, for customers subscribing to 60- or 90-gallon cart solid waste service, the per-gallon cost-of-service for those subscribed to the larger container size (90-gallons) is proportionately less than those subscribed to the smaller container size (60-gallons). This is because solid waste service is comprised of both fixed and variable costs, with the fixed cost portion being for the cost of collection (labor, fuel, capital equipment, and other shared costs) as well as the costs related to post-collection disposal, processing, recycling and composting. Thus, the cost-of-service for the larger container size (90-gallons) has a lesser proportion of fixed costs to variable costs compared to the smaller (60-gallon) container size.

# **Factors Affecting 2025 Rate Adjustments**

Overall, for the Agencies and the three Waste Connections business units, the 2025 rate adjustments reflect an 8.12% increase in revenues to meet increased costs and revised profit allowances. The largest contributors to the overall increase are:

- Increases in organics processing costs Third-party costs for the organic waste post-collection processing facility operated by the company formerly named Hitachi Zosen INOVA, and which are not within Waste Connections' control, have doubled since 2022. The change in cost is the result of changes in facility capital and operating costs.
- Increases in landfill disposal costs Related party costs for landfill waste disposal at Cold Canyon have remained flat since 2016. The 2025 rate adjustment reflects a market adjustment to these costs, from a per ton tipping fee of \$41 per ton (in place since 2016) to a per ton tipping fee of \$70. Waste Connections provided market comparison demonstrating the applicability of the \$70 per ton market tipping fee.

Other factors play minor roles in the 2025 rate adjustment:

- **Collection costs including labor, vehicles, operating expenses and overhead** These costs are increasing in proportion to the Consumer Price Index and are projected to increase by 3.20% in 2024 and 4.21% for 2025.
- **Agency fees** These costs are mostly proportionate to changes in rates and are projected to increase by 2.22% in 2024 and 3.30% in 2025.

Overall, collection services comprise the single largest component overall rate funded expenses, at 56% of total rate revenues. Post-collection services are the next largest component of rate funding, at 29% of total rate revenues. Agency fees comprise 10% of rate revenues and profit allowance comprises 5% of rate revenues. This is demonstrated in Chart 5, on the following page.

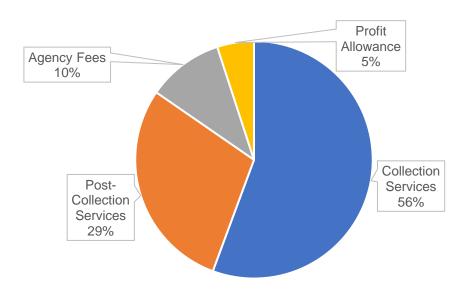


Chart 5: Summary Components of 2025 Rate Revenues

# **New Rate Adjustment Methodology**

The City and Waste Connections negotiated a new methodology for adjusting rates starting in 2026, which are summarized below. R3 is preparing an exhibit to the City's new agreement with Waste Connections that will further detail the terms and conditions of the new methodology in accordance with the following points, which have been tentatively agreed to by the parties. The exhibit will be finalized and ready for distribution to the Agencies on or around November 18, 2024. It is recommended that the Agencies bring forward the exhibit as an amendment to their agreements with Waste Connections when considering the 2025 rate adjustments, which is anticipated to occur in January 2025.

The features of the new methodology include:

- **CPI Adjustments:** Starting in 2026, rate adjustments will be based on the Garbage and Trash CPI, with a floor of 2% and a cap of 5%. Amounts under 2% or over 5% will carry forward. The CPI adjustment will apply to Waste Connections' collection and post-collection cost centers. The proposed CPI is the Consumer Price Index for all Urban Consumers for Garbage and Trash in the United States, all City average. Details and prior results for this CPI are included in Attachment 3. This is the same CPI used by Waste Connections in preparing its 2025 base year application.
- **Updated Profit Allowance:** As stated previously, the 2025 rate adjustment includes a 9% profit allowance of projected collection costs. The City and Waste Connections have tentatively agreed that, in 2026 and thereafter, the profit allowance will be 10% of collection costs.
- Revenue Balancing Mechanism: Starting in 2027, adjustments to rates will account for shortfalls or surpluses in Waste Connections' actual revenues compared to projected revenues from prior years. For example, if Waste Connections' 2025 revenues exceed projections, the amount of surplus revenues will be credited to the rates in 2027 (and vice versa), achieving fairness in compensation and rates for the company and for ratepayers. Such adjustments would take place annually and will be independent of the CPI cap and floor noted above.
- **Less Frequent Cost-Based Adjustments:** Currently, solid waste rates are adjusted based on the 1994 Rate Manual every three years on Waste Connections' costs. Via the new methodology,

cost-based adjustments would occur a maximum of every five years, and only if requested by Waste Connections or the City. The first opportunity for a cost-based adjustment will be for the 2030 rate year. If neither Waste Connections nor the City request a cost-based adjustment, then the CPI adjustment approach will be applied. Cost-based adjustments will be based on Waste Connections' consolidated audited financial statements for the region. Timeframes for cost-based adjustment application and review process will be ample, such that the City will have sufficient time for review and approval processes and such that the potential for delay in implementation is minimized.

Fleets (ACF) regulation is requiring all solid waste collection trucks to be zero emissions in 2042. This includes a phased in plan to get the percentage of the fleet to be zero emission vehicle (ZEV) with 10% by 2030, 25% by 2033, 50% by 2036,75% by 2039 and100% by 2042. During CPI Adjustment years, Waste Connections may request extraordinary rate adjustments due to changes in law affecting collection operations, including for compliance with CARB's ACF zero emission mandate (which may necessitate change to depreciation schedules). The City may, but is not obligated to, consider requests for extraordinary rate adjustments due to changes in law affective post-collection operations. Requests for extraordinary change are subject to good faith meet and confer negotiations between City and Waste Connections.

# **Example Calculations for 2026 through 2029**

R3 has prepared example calculations of projected rate adjustments for 2026 through 2029 based on the tentatively agreed to terms and conditions outlined above (including adjustment to 10% profit allowance on collection services starting in 2026). Table 12, below, demonstrates this example for the City of San Luis Obispo, and Attachment 4 provides examples for all Agencies. Note that the example in Table 12 and Attachment 4 includes the following assumptions:

- CPI at the 5% cap (note that CPI below the 5% cap will result in lower rate adjustments)
- Revenue reconciliation at 1% below annual rate revenue projections (note that amounts above rate revenue projections will offset rate adjustments, not add to them).
- Discontinuance of the prior Franchise Fee grossing method on rate adjustment for all Agencies starting in 2026.

Table 12: Example Calculation of New Rate Methodology for the City of San Luis Obispo

	2025	2026	2027	2028	2029
Collection Services	\$8,539,055	\$8,966,008	\$9,414,308	\$9,885,024	\$10,379,275
Profit Allowance	768,515	896,601	941,431	988,502	1,037,927
Post-Collection Services	4,602,096	4,832,201	5,073,811	5,327,501	5,593,876
Franchise Fee	1,586,412	1,675,695	1,777,106	1,866,072	1,959,572
AB 939 Fee	368,041	386,443	405,765	426,053	447,356
Revenue Reconciliation Example	N/A	N/A	158,641	167,569	177,711
Total Revenues	15,864,119	16,756,947	17,771,062	18,660,722	19,595,717
Indexed Rate Adjustment		5.63%	6.05%	5.01%	5.01%

# **Attachment 1: Summary of Waste Connections' Original 2025 Rate Application Calculations**

	Category	San Luis Garbage Company (SLG)	Mission C	Country Disposal (MCI	))	South County Sanitary Service (SCSS)							
		San Luis Obispo	Los Osos	Cambria	Cayucos	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo	Oceano	Avila		
	Single Family Residential	\$ 5,282,964	\$ 2,795,167 \$	2,201,010 \$	987,376	\$ 2,379,516 \$	1,598,158 \$	1,580,148 \$	1,570,029 \$	684,117 \$	91,446		
	Multi-Family Dumpsters	2,556,077			-						-		
A	Non-Residential Carts	729,282	100,710	77,805	33,710	256,857	237,767	134,053	119,843	74,076	24,711		
Current Revenues	Non-Residential Dumpsters	5,846,777	776,244	599,701	259,830	1,979,781	1,832,640	1,033,238	923,712	570,958	190,469		
	Total Rate Revenue	14,415,100	3,672,121	2,878,516	1,280,916	4,616,154	3,668,565	2,747,439	2,613,584	1,329,151	306,626		
	Other Income (Allocated)	20,626	5,073	3,977	1,770	5,462	4,341	3,251	3,092	1,573	363		
	Total Current Revenues	14,435,726	3,677,194	2,882,493	1,282,686	4,621,616	3,672,906	2,750,690	2,616,676	1,330,724	306,989		
	Labor	3,658,710	1,042,706	817,360	363,719	1,113,222	884,704	662,567	630,287	320,535	73,945		
	Depreciation	1,338,367	376,989	295,515	131,502	398,063	316,350	236,919	225,376	114,616	26,441		
	Insurance	1,124,499	316,418	248,035	110,374	329,978	262,241	196,396	186,828	95,012	21,919		
Collection Services	Other G&A	976,729	282,701	221,605	98,612	304,307	241,840	181,117	172,293	87,621	20,213		
Collection Services	Fuel	754,387	321,408	251,946	112,114	254,951	202,616	151,742	144,349	73,409	16,935		
	Maintenance	421,166	116,487	91,312	40,633	117,432	93,326	69,893	66,488	33,813	7,800		
	Corporate Overhead	246,296	46,213	36,226	16,120	93,625	74,406	55,724	53,009	26,958	6,219		
	Total Collection Services	8,520,154	2,502,921	1,961,999	873,074	2,611,578	2,075,482	1,554,357	1,478,629	751,964	173,473		
	Garbage Landfilling	2,408,278	349,264	273,782	121,831	508,314	403,969	302,538	287,798	146,361	33,765		
Post-Collection & Affiliate	Organics Processing	1,108,784	477,019	373,927	166,395	660,852	525,194	393,325	374,162	190,282	43,897		
Party Services	Recyclables Processing	916,880	173,112	135,700	60,385	270,385	214,881	160,927	153,087	77,853	17,960		
T dity dervides	Affiliated Party Costs	168,154	57,121	44,776	19,925	46,128	36,659	27,455	26,117	13,282	3,064		
	Total Post-Collection & Affiliated Party Services	4,602,096	1,056,516	828,185	368,536	1,485,678	1,180,703	884,245	841,165	427,778	98,686		
	Franchise Fee	1,515,042	336,540	263,809	117,393	462,296	367,397	275,149	261,744	133,111	30,708		
Pass-Through Services		362,140	5,226	4,097	1,823	-	-	-	-	-	-		
	Total Pass-Through Services	1,877,182	341,766	267,905	119,216	462,296	367,397	275,149	261,744	133,111	30,708		
	Total Compensation for Services	14,999,432	3,901,203	3,058,090	1,360,825	4,559,552	3,623,582	2,713,750	2,581,537	1,312,853	302,866		
	Allowed Operating Margin	641,302	188,392	170,609	65,715	227,094	180,477	135,161	111,295	65,388	15,085		
	Total Revenue Requirement	15,640,734	4,089,595	3,228,699	1,426,540	4,786,646	3,804,059	2,848,911	2,692,832	1,378,241	317,951		
	Surplus (Shortfall)	(1,205,008)	(412,401)	(346,206)	(143,854)	(165,030)	(131,153)	(98,222)	(76,155)	(47,518)	(10,962)		
	Calculated Adjustment to Rate Revenues	8.36%	11.22%	12.01%	11.22%	3.57%	3.57%	3.57%	2.91%	3.57%	3.57%		
	Grossing up for Franchise Fees	9.29%	12.47%	12.78%	12.47%	3.97%	3.97%	3.97%	3.23%	3.76%	3.97%		

## **Attachment 2: Summary of Revised 2025 Rate Application Calculations**

			anninary or i									
	Category	San Luis Garbage Company (SLG)	Mission (	Country Disposal (MCI	<b>)</b>	South County Sanitary Service (SCSS)						
		San Luis Obispo	Los Osos	Cambria	Cayucos	Arroyo Grande	Pismo Beach	Grover Beach	Nipomo	Oceano	Avila	
	Single Family Residential	\$ 5,282,964	\$ 2,795,167 \$	2,201,010 \$	987,376	\$ 2,379,516 \$	1,598,158 \$	1,580,148 \$	1,570,029 \$	684,117 \$	91,446	
	Multi-Family Dumpsters	2,556,077		-	-		-	-				
	Non-Residential Carts	729,282	100,710	77,805	33,710	256,857	237,767	134,053	119,843	74,076	24,711	
Current Revenues	Non-Residential Dumpsters	5,846,777	776,244	599,701	259,830	1,979,781	1,832,640	1,033,238	923,712	570,958	190,469	
	Total Rate Revenue	14,415,100	3,672,121	2,878,516	1,280,916	4,616,153	3,668,565	2,747,439	2,613,584	1,329,152	306,626	
	Other Income (Allocated)	20,626	5,073	3,977	1,770	5,462	4,341	3,251	3,092	1,573	363	
	Total Current Revenues	14,435,726	3,677,194	2,882,493	1,282,686	4,621,615	3,672,905	2,750,689	2,616,676	1,330,724	306,989	
	Labor	3,658,710	1,042,706	817,360	363,719	1,113,222	884,704	662,567	630,287	320,536	73,945	
	Depreciation	1,125,720	317,545	248,918	110,766	336,460	267,393	200,254	190,498	96,879	22,349	
	Insurance	1,124,499	316,418	248,035	110,374	329,978	262,241	196,396	186,828	95,012	21,919	
Collection Services	Other G&A	1,024,196	300,498	234,604	105,132	324,904	255,456	195,836	186,666	94,246	20,789	
Collection Services	Fuel	754,387	321,408	251,946	112,114	254,951	202,616	151,742	144,349	73,409	16,935	
	Maintenance	421,167	116,487	91,312	40,633	117,431	93,326	69,893	66,488	33,813	7,800	
	Corporate Overhead	430,378	80,753	63,301	28,168	163,600	130,017	97,371	92,627	47,106	10,867	
	Total Collection Services	8,539,055	2,495,814	1,955,476	870,906	2,640,547	2,095,751	1,574,059	1,497,742	761,000	174,605	
	Garbage Landfilling	2,408,278	349,264	273,782	121,831	508,314	403,969	302,538	287,798	146,361	33,765	
Post-Collection & Affiliated	Organics Processing	1,108,784	477,019	373,927	166,395	660,852	525,194	393,325	374,162	190,282	43,897	
Party Services	Recyclables Processing	916,880	173,112	135,700	60,385	270,385	214,881	160,927	153,087	77,853	17,960	
Tarry dervices	Affiliated Party Costs	168,154	57,121	44,776	19,925	46,128	36,659	27,455	26,117	13,282	3,064	
	Total Post-Collection & Affiliated Party Services	4,602,096	1,056,516	828,185	368,536	1,485,678	1,180,703	884,245	841,164	427,779	98,686	
	Franchise Fee	1,586,412	336,540	263,809	117,393	462,296	367,397	275,149	261,744	133,111	30,708	
Pass-Through Services	AB 939 Fee	368,041	-	-	12,754	-	-		-		-	
	Total Pass-Through Services	1,954,453	336,540	263,809	130,147	462,296	367,397	275,149	261,744	133,111	30,708	
	Total Compensation for Services	15,095,604	3,888,870	3,047,470	1,369,589	4,588,521	3,643,852	2,733,452	2,600,650	1,321,890	303,998	
	Allowed Operating Margin	768,515	224,623	175,993	78,382	237,649	188,618	141,665	134,797	68,490	15,714	
	Total Revenue Requirement	15,864,119	4,113,493	3,223,463	1,447,971	4,826,170	3,832,470	2,875,117	2,735,447	1,390,380	319,712	
	Surplus (Shortfall)	(1,428,393)	(436,299)	(340,970)	(165,285)	(204,555)	(159,564)	(124,428)	(118,771)	(59,655)	(12,724)	
	Calculated Adjustment to Rate Revenues	9.89%	11.86%	11.83%	12.89%	4.43%	4.34%	4.52%	4.54%	4.48%	4.14%	
1	Grossing up for Franchise Fees		13.18%	12.59%	14.32%	4.92%	4.82%	5.02%	5.04%	4.98%	4.60%	
1												
	Profit Margin on Collection Services (2025)	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	9.0%	
	Franchise Fee	10.0%	10.0%	6.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	
	Change to Original Rate Application	0.60%	0.71%	-0.19%	1.85%	0.95%	0.85%	1.05%	1.81%	1.22%	0.63%	

## **ATTACHMENT 3**

# Consumer Price Index for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average, all

Area: U.S. city average

Item:Garbage and trash collectionBase Period:DECEMBER 1983=100

**Years:** 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2	Annual Change
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187			
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996			1.46%
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745			1.71%
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596			2.20%
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364	3.96%
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966	3.22%
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946	3.49%
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872	4.74%
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540	5.17%
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646	7.28%
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880					609.983		3.71%
															10-Year Average

Source: Bureau of Labor Statistics Generated on: October 8, 2024 (04:11:38 PM)

3.69%

## **Attachment 4 - Indexed Rate Adjustment Methodology Example Calculations**

Attachment 4 -	Inc	lexed Rat	<u>e A</u>	djustme	<u>1t l</u>	<u> Methodolo</u>	ogy	Example	C	<u>alculatior</u>	าร	
				Example CPI		5%		5%		5%		5%
				San Luis	Obi	spo						
		2025		2025		2026		2027		2028		2029
Collection Services	\$	8,539,055	\$	8,539,055	\$	8,966,008	\$	9,414,308	\$	9,885,024	\$	10,379,275
Profit Allowance		768,515		768,515		896,601		941,431		988,502		1,037,927
Post-Collection Services		4,602,096		4,602,096		4,832,201		5,073,811		5,327,501		5,593,876
Franchise Fee		1,586,412		1,586,412		1,675,695		1,777,106		1,866,072		1,959,572
AB 939 Fee		368,041		368,041		386,443		405,765		426,053		447,356
Revenue Reconciliation Example		N/A		N/A		N/A		158,641		167,569		177,711
Total Revenues		15,864,119		15,864,119		16,756,947		17,771,062		18,660,722		19,595,717
Indexed Rate Adjustment						5.63%		6.05%		5.01%		5.01%
Revenue Surplus (Shortfall) Example		-1%		(158,641)		(167,569)		(177,711)		(186,607)		(195,957)
				Arroyo G	:ran	ude						
		2025		2025	-1411	2026		2027		2028		2029
Collection Services	\$	2,640,547	\$	2,640,547	\$	2,772,575	\$	2,911,203	\$	3,056,763	\$	3,209,602
Profit Allowance	*	237,649		237,649	•	277,257	ŕ	291,120	ŕ	305,676	٠	320,960
Post-Collection Services		1,485,678		1,485,678		1,559,962		1,637,960		1,719,858		1,805,851
Franchise Fee		462,296		484,875		512,199		543,197		570,391		598,970
AB 939 Fee		-		-		-		-		-		-
Revenue Reconciliation Example		N/A		N/A		N/A		48,487		51,220		54,320
Total Revenues		4,826,170		4,848,749		5,121,993		5,431,968		5,703,909		5,989,703
Indexed Rate Adjustment	<del> </del>	1,020,270	<u> </u>	1,010,710		5.64%		6.05%		5.01%		5.01%
Revenue Surplus (Shortfall) Example		-1%		(48,487)		(51,220)		(54,320)		(57,039)		(59,897
				Los Oso	e C	en.						
	1	2025		2025	1	2026		2027		2028		2029
Collection Services	\$	2,495,814	\$	2,495,814	\$	2,620,605	\$	2,751,635	\$	2,889,217	\$	3,033,677
Profit Allowance	*	224,623	*	224,623	*	262,060	Ψ	275,163	Ψ	288,922	Ψ	303,368
Post-Collection Services		1,056,516		1,056,516		1,109,341		1,164,808		1,223,049		1,284,201
Franchise Fee		336,540		419,661		443,556		470,397		493,949		518,698
AB 939 Fee		550,540		410,001		440,000		470,007		455,545		310,030
Revenue Reconciliation Example		N/A		N/A		N/A		41,966		44,356		47,040
Total Revenues	+	4,113,493		4,196,613		4,435,563		4,703,970		4,939,492		5,186,984
Indexed Rate Adjustment	t	.,,	<u> </u>	.,200,020	<u> </u> 	5.69%		6.05%		5.01%		5.01%
•												
Revenue Surplus (Shortfall) Example		-1%		(41,966)		(44,356)		(47,040)		(49,395)		(51,870
				Pismo E	3ea	ch						
		2025		2025		2026		2027		2028		2029
Collection Services	\$	2,095,751	\$	2,095,751	\$	2,200,539	\$	2,310,566	\$	2,426,094	\$	2,547,399
Profit Allowance		188,618		188,618		220,054		231,057		242,609		254,740
Post-Collection Services		1,180,703		1,180,703		1,239,738		1,301,725		1,366,811		1,435,152
Franchise Fee		367,397		385,008		406,703		431,316		452,909		475,602
AB 939 Fee		-		-		-		-		-		-
Revenue Reconciliation Example		N/A		N/A	1	N/A		38,501		40,670		43,132
Total Revenues		3,832,470		3,850,080		4,067,035		4,313,165		4,529,095		4,756,025
Indexed Rate Adjustment	Ĺ					5.64%		6.05%		5.01%		5.01%
Revenue Surplus (Shortfall) Example		-1%		(38,501)		(40,670)		(43,132)		(45,291)		(47,560)

#### Cambria CSD

	2025	2025	2026	2027	2028	2029
Collection Services	\$ 1,955,476	\$ 1,955,476	\$ 2,053,250	\$ 2,155,912	\$ 2,263,708	\$ 2,376,894
Profit Allowance	175,993	175,993	205,325	215,591	226,371	237,689
Post-Collection Services	828,185	828,185	869,595	913,074	958,728	1,006,664
Franchise Fee	263,809	188,914	199,670	211,664	222,261	233,395
AB 939 Fee	-	-	-	-	-	-
Revenue Reconciliation Example	N/A	N/A	N/A	31,486	33,278	35,277
Total Revenues	3,223,463	3,148,569	3,327,840	3,527,727	3,704,346	3,889,920
Indexed Rate Adjustment			5.69%	6.01%	5.01%	5.01%
Revenue Surplus (Shortfall) Example	-1%	(31,486)	(33,278)	(35,277)	(37,043)	(38,899)

#### **Grover Beach**

	2025	2025	2026	2027	2028	2029
Collection Services	\$ 1,574,059	\$ 1,574,059	\$ 1,652,762	\$ 1,735,400	\$ 1,822,170	\$ 1,913,278
Profit Allowance	141,665	141,665	165,276	173,540	182,217	191,328
Post-Collection Services	884,245	884,245	928,457	974,880	1,023,624	1,074,805
Franchise Fee	275,149	288,885	305,166	323,634	339,836	356,864
AB 939 Fee	-	-	-	-	-	-
Revenue Reconciliation Example	N/A	N/A	N/A	28,889	30,517	32,363
Total Revenues	2,875,117	2,888,854	3,051,661	3,236,343	3,398,364	3,568,639
Indexed Rate Adjustment			5.64%	6.05%	5.01%	5.01%
Revenue Surplus (Shortfall) Example	-1%	(28,889)	(30,517)	(32,363)	(33,984)	(35,686)

#### Nipomo CSD

	2025	2025	2026	2027	2028	2029
Collection Services	\$ 1,497,742	\$ 1,497,742	\$ 1,572,629	\$ 1,651,261	\$ 1,733,824	\$ 1,820,515
Profit Allowance	134,797	134,797	157,263	165,126	173,382	182,051
Post-Collection Services	841,164	841,164	883,223	927,384	973,753	1,022,441
Franchise Fee	261,744	274,856	290,346	307,917	323,333	339,533
AB 939 Fee	-	-	-	-	-	-
Revenue Reconciliation Example	N/A	N/A	N/A	27,486	29,035	30,792
Total Revenues	2,735,447	2,748,559	2,903,461	3,079,173	3,233,326	3,395,332
Indexed Rate Adjustment			5.64%	6.05%	5.01%	5.01%
				·		
Revenue Surplus (Shortfall) Example	-1%	(27,486)	(29,035)	(30,792)	(32,333)	(33,953)

#### Oceano CSD

	2025	2025	2026	2027	2028	2029
Collection Services	\$ 761,000	\$ 761,000	\$ 799,050	\$ 839,002	\$ 880,953	\$ 925,000
Profit Allowance	68,490	68,490	79,905	83,900	88,095	92,500
Post-Collection Services	427,779	427,779	449,168	471,626	495,207	519,968
Franchise Fee	133,111	139,697	147,569	156,500	164,335	172,569
AB 939 Fee	-	-	-	-	-	-
Revenue Reconciliation Example	N/A	N/A	N/A	13,970	14,757	15,650
Total Revenues	1,390,380	1,396,966	1,475,692	1,564,998	1,643,347	1,725,686
Indexed Rate Adjustment			5.64%	6.05%	5.01%	5.01%
Revenue Surplus (Shortfall) Example	-1%	(13,970)	(14,757)	(15,650)	(16,433)	(17,257)

**Cayucos SD** 

	2025	2025	2026	2027	2028	2029
Collection Services	\$ 870,906	\$ 870,906	\$ 914,452	\$ 960,174	\$ 1,008,183	\$ 1,058,592
Profit Allowance	78,382	78,382	91,445	96,017	100,818	105,859
Post-Collection Services	368,536	368,536	386,962	406,311	426,626	447,957
Franchise Fee	117,393	147,842	156,250	165,705	174,002	182,720
AB 939 Fee	12,754	12,754	13,392	14,061	14,764	15,503
Revenue Reconciliation Example	N/A	N/A	N/A	14,784	15,625	16,571
Total Revenues	1,447,971	1,478,420	1,562,501	1,657,053	1,740,019	1,827,202
Indexed Rate Adjustment			5.69%	6.05%	5.01%	5.01%
Revenue Surplus (Shortfall) Example	-1%	(14,784)	(15,625)	(16,571)	(17,400)	(18,272)

#### Avila Beach CSD

	2025	2025	2026	2027	2028	2029
Collection Services	\$ 174,605	\$ 174,605	\$ 183,335	\$ 192,502	\$ 202,127	\$ 212,234
Profit Allowance	15,714	15,714	18,334	19,250	20,213	21,223
Post-Collection Services	98,686	98,686	103,620	108,801	114,241	119,953
Franchise Fee	30,708	32,112	33,921	35,974	37,775	39,667
AB 939 Fee	-	-	-	-	-	-
Revenue Reconciliation Example	N/A	N/A	N/A	3,211	3,392	3,597
Total Revenues	319,712	321,117	339,210	359,738	377,748	396,675
Indexed Rate Adjustment			5.63%	6.05%	5.01%	5.01%
		·				
Revenue Surplus (Shortfall) Example	-1%	(3,211)	(3,392)	(3,597)	(3,777)	(3,967)

#### Total

	2025		2025	2026	2027	2028	2029
Collection Services	\$ 22,604,956	5 \$	\$ 22,604,956	\$ 23,735,204	\$ 24,921,964	\$ 26,168,062	\$ 27,476,465
Profit Allowance	2,034,446	;	2,034,446	2,373,520	2,492,196	2,616,806	2,747,647
Post-Collection Services	11,773,587	,	11,773,587	12,362,266	12,980,380	13,629,399	14,310,869
Franchise Fee	3,834,558	3	3,948,262	4,171,077	4,423,411	4,644,863	4,877,591
AB 939 Fee	380,79	;	380,795	399,835	419,826	440,818	462,859
Revenue Reconciliation Example	N/A		N/A	N/A	407,420	430,419	456,452
Total Revenues	40,628,342	: [	40,742,046	43,041,902	45,645,198	47,930,367	50,331,883
Indexed Rate Adjustment				5.65%	6.05%	5.01%	5.01%
Revenue Surplus (Shortfall) Example	-1%		(407,420)	(430,419)	(456,452)	(479,304)	(503,319)

#### CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **5.A** 

FROM: Matthew McElhenie, General Manager

Jim Green, Utilities Department Manager

Meeting Date: November 14, 2024 Subject: Discussion and Consideration of Approval of a

Public Works Contract with Hartzell General Engineering Contractor, Inc. for the Construction of the East Ranch Community Park Public Restroom Installation Project and Authorization for the

General Manager to Execute the Agreement

#### **FISCAL IMPACT:**

The East Ranch Community Park Public Restroom Installation Project had an initial budget of \$549,432. To date the District has spent \$242,820, leaving a total of \$306,612 to complete the project. A portion of this project is funded by a State Department of Parks and Recreation grant totaling \$177,952, which will be reimbursed to the District upon completion and inspection of the project.

#### **DISCUSSION:**

The Cambria Community Services District (CCSD) submitted a final application to San Luis Obispo County (SLO County) for building permits for the East Ranch Restroom on February 23, 2024, and on April 16, 2024, SLO County issued a building permit. In June 2024, the CCSD signed a purchase contract with the Public Restroom Company for the purchase and delivery of a prefabricated restroom building, the design of which was approved by the CCSD Board of Directors on October 14, 2021.

On September 12, 2024, staff released a formal Notice to Bidders for bid number 04-2024-10 requesting sealed bids for the public works construction project consisting of site preparation for and installation of the prefabricated Each Ranch Community Park Restroom Building and associated building utilities and concrete walkway. The bidding closed on October 4, 2024, at 10:00 AM, and the District received two proposals, which were evaluated by staff for completeness and ranked from lowest to highest bid price. The chosen bidder, Hartzell General Engineering Contractor, Inc., presented here, is the lowest responsible bidder. The engineer's estimate for the project components, site preparation, and building installation, as outlined in Exhibit "B" (Project Description), is \$72,795.00.

It is recommended that the Board of Directors approve a Public Works Contract with Hartzell General Engineering Contractor, Inc. for the construction of the East Ranch Community Park public restroom building installation project and authorize the General Manager to execute the contract.

#### **ATTACHMENTS:**

- 1. Notice to Bidders
- 2. Addendum No. 1 to the Bid Documents
- 3. Public Works Contract
- 4. RCH Construction Bid



# NOTICE TO BIDDERS CAMBRIA COMMUNITY SERVICES DISTRICT

#### **Submission of Bids**

Sealed bids will be received by the Cambria Community Services District at the Wastewater Treatment Plant, located at 5500 Heath Lane, Cambria, CA 93428, or mailed to Cambria Community Services District (CCSD) P.O. Box 65, Cambria, California 93428, until October 4, 2024, at 10:00 a.m., at which time they will be publicly opened and read aloud. Submit the bid in a sealed envelope plainly marked:

# REQUEST FOR PROPOSALS (RFP) FOR FORMAL BID NO. 04-2024-10 FOR INSTALLATION OF A PREFABRICATED RESTROOM BUILDING

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered. Each bid must be accompanied by either a certified check, cashier's check, or bidder's bond made payable to the Cambria Community Services District for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to Cambria Community Services District if the bidder to whom the contract is awarded fails to enter into the contract. The Cambria Community Services District reserves the right to accept or reject any or all bids or waive any informality in a bid.

#### **Bid Documents**

Formal bids shall be presented in accordance with the specifications for the same, which are on file with the Utility Manager here: <a href="https://www.cambriacsd.org/request-for-proposals.">https://www.cambriacsd.org/request-for-proposals.</a>

#### **Project Information**

In general, the project consists of the installation of a prefabricated restroom building, associated building utilities, and a concrete walkway.

A more detailed project description, along with additional project documents, can be found on the District's website at: <a href="https://www.cambriacsd.org/request-for-proposals.">https://www.cambriacsd.org/request-for-proposals.</a>

#### **Prevailing Wages**

In accordance with the provisions of California Labor Code Sections 1770,1773, 1773.1, 1773.6, and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the Owner. It shall be mandatory upon the contractor to whom the work is awarded and upon any subcontractor under the contractor to pay not less than said specified rates to all workmen employed by them in the execution of the work.

#### **Qualifications**

At the time of the bid opening, contractors must possess a valid Class A or Class B Contractor's License and have experience constructing projects similar to the work specified for this project.

#### **Optional Pre-Bid Conference**

There will be an optional pre-bid conference on Monday, September 30, 2024, at 10:00 a.m. at the project site, located at the Cambria Dog Park, 2021 Rodeo Grounds Drive, Cambria, CA, 93428. Bidder may contact James Green at 805-927-6119 or by email at <a href="mailto:igreen@cambriacsd.org">igreen@cambriacsd.org</a> for additional information.

#### **Contractor Registration with Department of Industrial Relations**

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations prior to bidding. Failure to provide proof of Contractor's registration as part of the Bid shall deem the Bid as non-responsive and will, therefore, be rejected by the Owner.

### **Compliance Monitoring and Enforcement**

In accordance with the requirements of Labor Code Section 1771.4(a)(1), Bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### **Deposit of Securities in Lieu of Retainage**

The Contractor may elect to receive 100 percent of payment due under the Contract Documents from time to time, without retention of any portion of the payment by the District, by depositing securities of equivalent value with the District in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the District, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit.

#### Agreement to Assign

In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act 15 U.S.C. 15, or under the Cartwright Act, Chapter 2.

#### **Award**

As a condition to executing a contract with the District, two bonds, each equal to one hundred percent of the total contract price, are required. Contractors may substitute securities for moneys withheld under the contract. The District intends to award a contract to the responsive and responsible bidder with the lowest total bid price. All bids submitted shall be in accordance with the provisions of the contract documents. The District specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. District may waive any minor irregularities in the bids. Any bid may be withdrawn prior to bid opening but not afterward.

#### Accommodation

If any accommodation is needed to participate in the bid process, please contact the Utilities Department Manager, James Green, at 805-927-6119 or by email at <a href="mailto:jgreen@cambriacsd.org">jgreen@cambriacsd.org</a>. Requests should be made as soon as possible to allow time for accommodation.

Waley Dodson

BID DUE DATE: 10/4/2024, 10:00 am

# ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: September 20, 2024

#### BID DOCUMENT NUMBER 04-2024-10

East Ranch Community Park Restroom Building Installation Project

- A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

- Under Exhibit B Project Description, the section titled "Additional Notes" add the
  following bullet point to the list: "The prefabricated restroom building has already
  been purchased by the Cambria CSD and will be delivered to the site for installation in
  late January/early February. Do <u>NOT</u> include the prefabricated restroom building
  purchase in the bid."
- 2. Under Exhibit B Project Description, in the section titled "Building Installation" after the sentence "Public Restroom Company will supply the crane and crane operator." Add the following: "Contractor to remove plastic shrink wrap, remove steel tie-down plates from building slab and install provided pick plates, remove the electrical conduit from the main panel, clear all block out grates, hook up the supplied rigging and install protection from rigging at the fascia, coordinate with the crane operator to lift the building slowly up 1 inch off the trailer to make sure building is secure, check the level of the building and adjust with shackles, then direct the crane operator to place the building on the building pad."

BID DUE DATE: 10/4/2024, 10:00 am

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND <u>ATTACHING THE SIGNED ADDENDUM TO THE BID FORM</u>:

Company Name _	 
Contact Person _	
Signature	 
Date	

#### SHORT FORM PUBLIC WORKS CONTRACT

for the Construction of:

#### EAST RANCH COMMUNITY PARK PUBLIC RESTROOM BUILDING INSTALLATION

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a special district, hereinafter designated District, party of the first part, and **HARTZELL GENERAL ENGINEERING CONTRACTOR**, **INC.**, hereinafter designated as Contractor, party of the second part,

**WITNESSETH**: That the parties hereto do mutually agree as follows:

**ARTICLE I.** For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, Contractor agrees with District to furnish all materials, equipment and labor and construct facilities for District, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached and as generally described hereinbelow (the "project" or "work"), and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by District, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

The Contractor's Proposal dated October 4, 2024, is hereby incorporated herein by this reference and attached as Exhibit A and made a part of this contract.

**PROJECT DESCRIPTION:** Install of a prefabricated restroom building, associated building utilities, and a concrete walkway per Exhibit "B" (Project Description), Exhibit "C" (Construction Mitigation Measures), Exhibit "D" (Drawings), Exhibit "E" (Soils Report), and Exhibit "F" (Soils Review Letter).

#### **COMMENCEMENT OF WORK AND TIME LIMITS:**

The Contractor shall commence Work on the Project as of \_\_\_\_\_ and shall diligently prosecute the completion of said Project. Prior to commencing work, Contractor shall sign and return a copy of this Contract and any document hereto; provide proof of insurance as required herein; and, meet and confer with the Utilities Department Manager and engineering department staff at least one (1) day in advance. **ALL WORK MUST BE COMPLETED BY February 28, 2025,** unless otherwise agreed to in writing.

#### **LIQUIDATED DAMAGES:**

Liquidated Damages. Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the District will suffer damage. It is therefore agreed that the Contractor shall pay to the District the sum of (\$200.00) for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the District accepts work or makes any payment under this Contract after a default by reason of delays, the

acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. This paragraph does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the District's ability to seek other damages.

#### **PAYMENT SCHEDULE:**

District shall pay Contractor for the Project on a lump sum basis for a not-to-exceed amount of \_\_\_\_\_\_.

A five percent (5%) retention shall be withheld from any monthly partial payment requests.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the District to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the District.

This Contract is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

**ARTICLE II.** For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the Utilities Department Manager under them, District will pay and Contractor shall receive as full compensation therefore the amounts for such work as described above.

**ARTICLE III**. District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

**ARTICLE IV**. The following contract documents (if checked) are hereby incorporated in and made a part of this Contract as though set forth in full:

X 1. Public Contract Code 9204

X
 X
 X
 X
 A
 Bond for Faithful Performance
 X
 X
 Bond for Materials and Laborers
 X
 Specifications (Standard Specifications, General Conditions & Technical)
 X
 Drawings

**ARTICLE V.** If checked above, Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to District and in the form prescribed by law.

**ARTICLE VI.** Materials: Should any of the materials or equipment prove defective or should the work prove defective due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the drawings, typical details, and specifications, due to any of the above causes, all within twelve (12) months after date on which the work called for in this Contract is accepted by District, the undersigned agrees to reimburse District, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any work necessary to make such replacement or repairs, or, upon demand by District, to replace any such materials and to repair said work completely without cost to District so that said work will function successfully as originally contemplated.

District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from District. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

**ARTICLE VII.** If Contractor should be adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the Contract, or if he should disregard laws, ordinances or the instructions of the Utilities Department Manager, then District may, upon certificate of the Utilities Department Manager when sufficient cause exists to justify such action, serve written notice upon Contractor and his surety (if applicable) of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, District shall immediately serve written notice thereof upon the surety (if applicable) and Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety, within ten (10) days after the serving upon it of notice of termination, does not give District written notice of its intention to take over and perform the Contract or does not

commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, District may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and his surety shall be liable to District for any excess cost occasioned District thereby, and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to Contractor as may be on the site of the work and necessary therefore. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. The expense incurred by District, as herein provided, and damage incurred through Contractor's default, shall be certified by the Utilities Department Manager.

**ARTICLE VIII.** The Contractor shall indemnify, and hold harmless, the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) arising from, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, Contractor's Subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established proven negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost.

The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

**ARTICLE IX**. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal (if one) therefore, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

**ARTICLE X**. Time is of the essence of this contract and failure to comply with this provision shall be a material breach of this contract.

**ARTICLE XI**. If any part of this contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

**ARTICLE XII.** Maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract. **Contractor shall execute and provide the attached Certificate of Workers Compensation Insurance.** 

ARTICLE XIV. Additional Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision

is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The following statutorily required provisions hereby apply to this contract:

Record Audit. In accordance with Government Code, Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Retention of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

Claims. In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

**IN WITNESS WHEREOF**: The parties hereto have caused this Contract to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT	HARTZELL GENERAL CONTRACTOR, INC.	ENGINEERING
Matthew McElhenie, General Manager	By:	
ATTEST:	Date:	
HALEY DODSON, Confidential Administrative Assistant		
APPROVED AS TO FORM:		
TIMOTHY J. CARMEL, District Counsel		

#### **CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204**

Resolution of claims in connection with public works project [Effective until 1/1/2027]

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
  - (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
    - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
    - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
    - (C) Payment of an amount that is disputed by the public entity.
  - (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
    - (3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
    - (B) "Public entity" shall not include the following:
      - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
      - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
      - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

- (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
- (v) The Military Department as to any project under the jurisdiction of that department.
- (vi) The Department of General Services as to all other projects.
- (vii) The High-Speed Rail Authority.
- (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
  - (d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
  - (B) The claimant shall furnish reasonable documentation to support the claim.
  - (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
  - (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
  - (2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
  - (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the

claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Ca. Pub. Cont. Code § 9204

Amended by Stats 2019 ch 489 (AB 456),s 1, eff. 1/1/2020.

Added by Stats 2016 ch 810 (AB 626),s 1, eff. 1/1/2017.

-- END CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204 -

#### STATEMENT OF PREVAILING WAGES

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the District has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

- 1. Section 1775 Penalty for Failure to Comply with Prevailing Wage Rates.
- 2. Section 1777.5 Apprenticeship Requirements.
- 3. Section 1813 Penalty for Failure to Pay Overtime.
- 4. Sections 1810 and 1811 Working Hour Restrictions.
- 5. Section 1776 Payroll Records.
- 6. Section 1773.8 Travel and Subsistence Pay.

The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

#### -- END OF STATEMENT OF PREVAILING WAGES -

### PAYMENT BOND (FOR LABOR AND MATERIAL)

#### KNOW ALL MEN BY THESE PRESENTS:

That we,						, a	s Princi <sub>l</sub>	oal, and
		as Surety,	are	held	and	firmly	bound	unto the
		Cambria Co	mmu	nity S	Servio	es Disti	rict,	
in the sum of								Dollars
(\$	)							

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said Principal has been awarded and is about to enter into a written contract with the Cambria Community Services District for the work described in CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF, "East Ranch Community Park Public Restroom Building Installation Project", which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said District to give this bond in connection with the execution of said contract:

NOW THEREFORE, if said Principal, as Contractor in said contract, or Principal's Subcontractor, fail to pay any of the persons referred to in Section 9100 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or about the performance of the work contracted to be done, or for amounts due under the employment Insurance Act with respect to work or labor performed by any such claimant, said Surety shall pay for the same. In an amount not exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is pursuant to the provisions of Ch 7 Div 3, Pt 4, Tit 15, of the Civil Code of the State of California, and shall insure to the benefit of any of the persons referred to in said Civil Code Section 9100, as it now exists or may hereafter be amended, so as to give a fight of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said District to said Principal shall exonerate any Surety unless the District Board of Directors of said District shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extension of time granted under the provisions of said contract release either the Principal or Surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this	day of	, 20
Surety		Principal
ALL SIGNATURES MUST BE WITNESSED I	BY NOTARY	(Attach appropriate jurats)

-- END OF PAYMENT BOND --

## **FAITHFUL PERFORMANCE BOND**

as Surety, are held and firmly bound unto the Cambria Community Services District, Dollars  (\$	That we,		, as Principal, and
in the sum of			·
lawful money of the United States, for the payment of which sum, well and truly to be made, has been awarded and is about to enter into a written contract with the Cambria Community Services District for the work described in the CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF "East Ranch Community Park Public Restroom Building Installation Project", which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said District to give this bond in connection with the execution of said contract;  NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said contract on Principal's part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said District to said Principal shall exonerate any Surety unless the District Board of Directors of said District shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.  It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.  WITNESS our hands this	in the gum of		
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-- END OF FAITHFUL PERFORMANCE BOND --

#### STANDARD SPECIFICATIONS

A. <u>General</u>: The work embraced herein shall be done in accordance with the applicable provisions of the most recently issued California Building Code, "Green Book" Standard Specifications for Public Works Construction, hereinafter referred to as Standard Specifications, the District's Standard Plans, hereinafter referred to as "Standard Plans", insofar as the same may apply, and in accordance with the following Standard Provisions.

The following provisions are hereby added to the Standard Specifications:

i. Section 5 – Utilities, subpart 5-1: All potholes must be filled in the same day, unless otherwise allowed by the Utility Manager. Surrounding areas shall be restored to their original condition.

B. <u>Definition of Terms</u>: Whenever the following terms are used in the Standard Specifications, they shall be understood to mean the following:

"Owner" or "Agency": Cambria Community Services District

"Board": Cambria Community Services District Board of Directors

"Defective Work": The term "defective work" shall include work that does not conform

to the contract specifications.

"Utility Manager": The Utility Manager, acting either directly or through properly

authorized agents, such agents acting within the scope of the

particular duties entrusted to them.

Other terms appearing in the Standard Specifications shall be given the intent and meaning specified therein.

C. <u>Description of the Work</u>: The work shall consist of furnishing and supplying labor, materials, tools, equipment, transportation, and services necessary to complete the subject project as described in the project plans.

D. <u>Control of Work</u>: The Utility Manager shall decide all questions, which may arise as to quality of work, acceptability of materials, and conduct of the work, including, but not limited to, coordination and changes in plans, superintendence of work, control of equipment, and inspection of work. Any person employed who is found by any District representative to be incompetent, intemperate,

troublesome, disorderly, or otherwise objectionable or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Project upon request, by the Contractor, and shall not again be employed on the Project.

E. <u>Construction Schedule</u>: The contractor shall provide the Utility Manager with a detailed schedule outlining the procedure and approved by the Utility Manager prior to performing any work other than preliminary matters such as ordering materials and setting up staging areas. Extensions of the contract period due to delays that do not affect the critical path will not be allowed, if the delay can be accommodated within available float time.

F. <u>Guaranty</u>: The Contractor shall guarantee all materials, equipment furnished, and work performed for a period of one (1) year from the date of final completion. The Contractor warrants and guarantees for a period of one (1) year from the date of final acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damages to other parts of the system resulting from such defects. The District will give notice of observed defects with reasonable promptness. In the event that the Contractor should fails to make such repairs, adjustments, or other work that may be necessary by such defects the District may do so and charge the Contractor the cost thereby incurred, as well as an administrative fee of an additional twenty 20% of the cost thereby incurred by the District.

G. <u>Contract Changes</u>: When changes in work are required or initiated by the Contractor or the Cambria Community Services District, the procedures in Section 3 of the Standard Specifications shall govern.

H. Existing Utilities: The Contractor shall be responsible for contacting all utility companies and/or utility districts as to location and/or relocation of existing utilities prior to construction. The Contractor shall contact Underground Service Alert [USA], telephone 1-800-642-2444, a minimum of ten (10) days prior to any excavation. The District assumes no responsibility for the completeness or accuracy of the delineation of any underground utilities, or the existence of other buried objects or utilities which are not shown on the Plans. The Contractor is solely responsible for any damage to underground or above ground utilities, which may be incurred as a result of any work performed by him under this Contract, regardless of the fact that the utilities' existence was known or unknown.

I. <u>Prosecution, Progress and Acceptance of the Work</u>: The Contractor's prosecution, progress and acceptance of the work shall be in accordance with Section 6 of the Standard Specifications and these Special Provisions.

J. <u>Traffic, Access and Signage</u>: Traffic control, if any, shall be in accordance with Section 7-10 of the Standard Specifications. The Contractor shall furnish, place and maintain such devices necessary to provide safe passage for the traveling public through the construction sites, as well as for the

safeguard of workers. The Contractor shall furnish, place and maintain such devices in accordance with the most recent "California Manual on Uniform Traffic Control Devices" published by the State of California, Department of Transportation (Caltrans). The provisions shall not relieve the Contractor from the responsibility to provide such additional devices as are necessary for public safety. The Contractor shall furnish, place, maintain and remove all signage needed for maintaining public safety and controlling traffic.

#### K. Insurance Requirements and Indemnification:

- i. General: The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by the Contractor, his agents, representatives, employees or Subcontractors.
  - ii. Minimum Scope of Insurance: Coverage shall be at least as broad as:
    - a. ISO CGL coverage ("Occurrence," Form CG-0001).
    - b. ISO CGL Endorsement Form (ISO CG 20 10 11 85).
    - c. ISO Form No. CA-0001 (ED. 1/78), covering Automobile Liability, Code 1, "Any Auto," and endorsement CA-0025.
    - d. Worker's Compensation Insurance as required by the State of California;
    - e. Course of Construction insurance covering for all risks of loss.

iii. Minimum Limits of Insurance: The Contractor shall maintain limits no less than:

**General Liability:** \$1,000,000 combined single limit per occurrence for

bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be

twice the required occurrence limit;

**Automobile Liability:** \$1,000,000 combined single limit per accident for bodily

injury and property damage; and

**Worker's Compensation:** As required by the State of California.

iv. Other Insurance Provisions: The policies are to contain, or to be endorsed to contain, the following provisions:

#### GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE:

- a. The District, its officials, employees, agents and volunteers; are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor, including but not limited to blanket contractual liability, broad form property damage, explosion, collapse and underground hazard coverage, products and completed operations of the Contractor, or premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, agents and employees of Contractor and arising out of or in connection with the work which is the subject of this Contract.
- b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, agents or volunteers; shall be in excess of the Contractor's insurance, and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE:

a. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents, and volunteers for losses arising from work performed by the Contractor for the District.

#### ALL COVERAGE:

a. Each insurance policy required by this Section shall be in effect on the date the work is commenced and shall expire no sooner than one (1) year after the date on which the work is accepted by the District. Each insurance policy required by this Section shall be endorsed using ISO Form (CG 20 10 11 85) to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested has been given to the District.

- b. Insurance is to be placed with insurers with a Best Rating of no less than A-V and who are admitted to write policies in the State of California and contribute to the state guaranty fund.
- c. Contractors shall furnish the District with certificates of insurance and with original endorsements affecting coverage required by this Section (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District and are to be received and approved in writing by the District before work commences. The District reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.
- d. The Contractor shall include all Subcontractors as named insured under his policies, or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.
- e. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, contractor's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of District or the established sole negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold the District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

L. <u>Non-Discrimination</u>: While this Contract is in effect, the Contractor shall comply with all provisions of the California Labor Code Section 1735, as amended, regarding non-discrimination practices and equal employment opportunity.

M. <u>Permits and Taxes</u>: Unless otherwise provided in Contract documents, the Contractor shall obtain, and pay for, all construction permits, licenses or other permits necessary to complete the project and shall be responsible for all governmental charges, inspection fees, utility connection charges, and sales and use taxes.

- N. <u>Notices</u>: Any notices from one party to the other with respect to this Contract shall be mailed, faxed, e-mailed, or delivered as shown on the signature block on the Contract.
- O. <u>Effectiveness</u>: This Contract shall be effective only when signed by both parties to the Contract.
- P. <u>Waiver</u>: The waiver of any breach of any condition, covenant, term, or provision of this Contract by any party to this Contract shall not be deemed to be a waiver of any preceding or subsequent breach under the Contract, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- Q. <u>Authorizations</u>: All officers and individuals executing, this and other documents on behalf of the respective parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute said documents on behalf of the entity so indicated. Each signatory shall also indemnify the other party to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.
- R. <u>Severability</u>: If any term, provision, covenant, or condition of this Contract shall be or become illegal, invalid, null, void, unenforceable, or against public policy, in whole or in part, or shall be held by any court of competent jurisdiction to be illegal, invalid, null, or void, or against public policy, the term, provision, covenant, or condition shall be deemed severable, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated. The term, provision, covenant, or condition that is so invalidated, voided, or held to be unenforceable shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives set forth in this Contract.
- S. <u>Entire Agreement</u>: This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the Contract and supersedes all prior and contemporaneous agreements, promises, representations, warranties, understandings, or undertakings by either of the Parties, either oral or written, of any character or nature. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.
- T. <u>Attorney's Fees.</u> In any litigation, arbitration, or other proceeding in law or equity by which one party to the Contract seeks to enforce its contract rights under the Contract, to resolve an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, to seek a declaration of any rights or obligations under this Contract, or to interpret the provisions of this Contract, the prevailing party shall be entitled to recover from the losing party actual attorneys' fees incurred to resolve the dispute and to enforce the final judgment, award, decision, or order and such fees, costs; or expenses shall be in addition to any other relief to which the prevailing party may be entitled.

#### -- END OF STANDARD SPECIFICATIONS -

# **EXHIBIT A - CONTRACTORS PROPOSAL**



# **EXHIBIT A**

**Bid Proposal Form** 

#### **BID PROPOSAL**

TO: **CAMBRIA COMMUNITY SERVICE DISTRICT**, a California Special Services District, acting by and through its Board of Directors ("the District").

#### FROM:

Hartzell General Engineering Contractor, Inc (Name of Bidder)

PO Box 771 (Address)

Cayucos, CA 93430 (City, State, Zip Code)

805-610-8113 (Telephone)

office@hartzellco.com (E-mail Address of Bidder's Representative(s))

Charles Hartzell (Name(s) of Bidder's Authorized Representative(s))

#### 1 Bid Proposal:

187.570.00

**1.1 Bid Proposal Amount.** The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

Bid Number: 04-2024-10

Project Name/Description: East Ranch Community Park Public Restroom Building Installation Project

for the sum of:

Bid Amount Spelled Out:	
one hindred eighty seven thou	sad five hindred soundy dollar there
	/ CEIS
Bid Amount (Dollar Amount - Numeric):	187,570.00

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

**1.2 Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials Addenda Nos. 1
Proposal.

received, acknowledged and incorporated into this Bid

- **1.3 Alternate Bid Items.** The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.
- **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal and "Attachment A" the following: (a) Bid Security; (b) Subcontractors List; and(c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
- Award of Contract. If the Bidder submitting this Bid Proposal and "Attachment A" is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.
- 4 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 etseq., under the following classification(s): A

bearing License Number(s)

6
_

The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

	By:
(Corporate Seal)	(Signature)
	Charles Hartzell (Typed or Printed Name)
	President (Title)



#### **Attachment A to Bid Form**

Bidders shall provide the following attachments after this page to complete their bid:

- a.) Bid Security
- b.) List of Subcontractors
- c.) Non-collusion Declaration
- d.) Certificate of Workers Compensation

#### Bid Bond CONTRACTOR:

(Name, legal status and address)
Hartzell General Engineering Contractor, Inc.
PO Box 771
Cayucos, CA 93430

#### OWNER:

(Name, legal status and address)
Cambria Community Services District
1316 Tamson Street
Cambria, CA 93428

Bid Bond Number: CSBA-28544

#### SURETY:

(Name, legal status and principal place of business) Amerisure Mutual Insurance Company P.O. Box 9098 Farmington Hills, MI 48333

This document has important legal consequences. Consultation with An attorney is encouraged with respect its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered Plural where applicable.

BOND AMOUNT: Ten Percent (10%) of Amount Bid

PROJECT: Bid No. 04-2024-10, East Ranch Community Park Public Restroom Building Installation Project

#### Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

1st day of October, 2024

Hartzell General Engineering Contractor, Inc.

(Principal)

(Seal)

(Witness) Nicole Payre

Title) Charles Hartzell, Reside

Amerisare Mutual Insurance Company

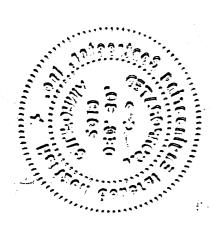
(Witness) Melissa Ann Vaccaro

(Seal)

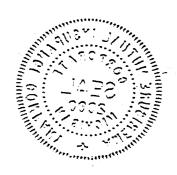
(Tyle Shaunna Rozelle Ostcom, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



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# **ACKNOWLEDGMENT**

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

Tamenty of the account of the	
State of California County of <u>Orange</u>	
	sa Ann Vaccaro , Notary Public name and title of the officer)
subscribed to the within instrument and ackr his/her/their authorized capacity (ies), and the	om ry evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same i nat by his/her/their signature(s) on the instrument the the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY und paragraph is true and correct.	er the laws of the State of California that the foregoing
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California CRANGE COUNTY My Comm. Expires May 12, 2026
Signature Signature	CO (Seal)

in



#### AMERISURE MUTUAL INSURANCE COMPANY AMERISURE INSURANCE COMPANY AMERISURE PARTNERS INSURANCE COMPANY

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

ARTURO AYALA, DANIEL HUCKABAY, FRANK MORONES, MICHAEL D. STONG,

R. NAPPI, SHAUNNA ROZELLE OSTROM, CHELSEA LIBERATORE, BENJAMIN WOLFE,

#### DWIGHT REILLY, BEN STONG and ADRIAN LANGRELL

of Commercial Surety Bond Agency, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

#### ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisare Mutual Insurance Company, Amerisare Insurance Company and Amerisare Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."





By:

Michael A. Ito, Senior Vice President Surety

By: Aaron Green, Vice President Surety

SEAL 2000

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April 2023

Amerisure Mutual Insurance Company Amerisure Insurance Company Amerisure Partners Insurance Company

State of Illinois County of Kane

On this 26th day of April 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Amerisure Partners Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF BLINOIS
MY COMMISSION BXPIRES 12/04/2025

M.Kenny, Notary Public

I, <u>Christopher M. Spaude</u>, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of October 2024

Christopher M. Spaude, Chief Financial Officer & Treasure

# ALL-PURPOSE ACKNOWLEDGMENT

	<b>0000000000000000000000000000000000000</b>
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate attached, and not the truthfulness, accuracy, or validity of that document.	al is
State of California	
County of San Luis Obispo	SS.
county of sin laws obispo	
On 10/03/2024 , before me, \_	icole Payre, Notary Public,
personally appeared Charles Hartz	, who proved to me on the
	, was proved to me on the
basis of satisfactory evidence to be the person(s) v	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.
NICOLE PAYNE COMM. # 2423390 NOTARY PUBLIC CALIFORNIA SAN LUIS OBISPO COUNTY MY COMM. EXP. Oct. 25, 2026	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.
PLACE NOTARY SEAL IN ABOVE SPACE	NOTARY'S SIGNATURE
The information below is a distribution of the control of the cont	INFORMATION
of this form to an unauthorized document.	y prove valuable and could prevent fraudulent attachment
CAPACITY CLAIMED BY SIGNER (PRINCIPAL)	DESCRIPTION OF ATTA CHER POCKETON
☐ INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT
CORPORATE OFFICER	TIŢLE OR TYPE OF DOCUMENT
PARTNER(S)	7: Y 17 13 13 13 13 13
ATTORNEY-IN-FACT	Mpages wa tourment
GUARDIAN/CONSERVATOR	October 03,7024
SUBSCRIBING WITNESS OTHER:	DATE OF DOCUMENT
OTTER.	
	OTHER
SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	RIGHT THUMBPRINT OF SIGNER  OF SIGNER

#### LIST OF SUBCONTRACTORS FORM

Pursuant to the provisions set forth in Sections 4100-4113, inclusive of the Public Contract Code of the State of California, it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Public Contract Code. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

In the event of an in advertent error in the California Contractor number is made for a subcontractor listed, such error shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive. The corrected license number must be submitted within 24 hours after bid opening and corrected contractor's license number must correspond to the submitted name and location.

If the prospective contractor fails to correct an inadvertent error for a listed subcontractor's license number within the 24-hour time period, the Owner may find the bid nonresponsive.

The prospective contractor shall be solely responsible to correct any errors in the notation of the listed subcontractors California Contractor's license number:

Failure to submit a corrected California Contractor's license number in compliance with the process set forth above will cause the bid to be nonresponsive.

### SUBCONTRACTOR LIST

Portion of Work	N/A
Subcontractor Name	11.5
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	
Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	
Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	
Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	

ADD ADDITIONAL FORMS AS NECESSARY TO LIST ALL SUBCONTRACTORS

#### NONCOLLUSION DECLARATION

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, Charles Hartzell. declare that I am the authorized representative of Hartzell General Engineering Contractor, Inc, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 4, 2024, at Cayucos [city], CA [state].

(Signature and Title of Declarant)

Charles Hartzell, President

#### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

#### PROJECT:

I, Charles Hartzell the President

of Hartzell General Engineering Contractor, Inc , declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
- 2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

Hartzell General Engineering Contractor, Inc

(Contractor Name)

(Signature)

Charles Hartzell, President

(Typed or printed name)

BID DUE DATE: 10/4/2024, 10:00 am

# ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: September 20, 2024

#### BID DOCUMENT NUMBER 04-2024-10

East Ranch Community Park Restroom Building Installation Project

- A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

- Under Exhibit B Project Description, the section titled "Additional Notes" add the
  following bullet point to the list: "The prefabricated restroom building has already
  been purchased by the Cambria CSD and will be delivered to the site for installation in
  late January/early February. Do <u>NOT</u> include the prefabricated restroom building
  purchase in the bid."
- 2. Under Exhibit B Project Description, in the section titled "Building Installation" after the sentence "Public Restroom Company will supply the crane and crane operator." Add the following: "Contractor to remove plastic shrink wrap, remove steel tie-down plates from building slab and install provided pick plates, remove the electrical conduit from the main panel, clear all block out grates, hook up the supplied rigging and install protection from rigging at the fascia, coordinate with the crane operator to lift the building slowly up 1 inch off the trailer to make sure building is secure, check the level of the building and adjust with shackles, then direct the crane operator to place the building on the building pad."

BID DUE DATE: 10/4/2024, 10:00 am

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND <u>ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:</u>

Company Name	Hartzell General Engineering Contractor, Inc.
Contact Person _	Charles Hartzell, President
Signature	
Date 10/4/24	



# 

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more
  information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/2/2024 4:16:44 PM

#### Rusiness Information

HARTZELL GENERAL ENGINEERING CONTRACTOR INC PO BOX 771 CAYUCOS, CA 93430 Business Phone Number:(805) 610-8113

Entity Corporation

Issue Date 03/17/2017

Reissue Date 08/25/2020

Expire Date 08/31/2026

#### License Status

This license is current and active.

All information below should be reviewed.

#### Classifications

#### A - GENERAL ENGINEERING

# Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30043615 Bond Amount: \$25,000 Effective Date: 01/01/2023 Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual CHARLES RANDAL HARTZELL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 08/25/2020

#### Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number: 9278293 Effective Date: 06/19/2020 Expire Date: 06/19/2025 Workers' Compensation History

#### Workers' compensation classification code(s):

62201 - Excavation-high wage

63161 - Water Mains Construction-high wage

6308 - Sewer Construction-high wage

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

#### Miscellaneous Information

▶ 08/25/2020 - LICENSE REISSUED TO ANOTHER ENTITY

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**Projects** 



Home > Customer Account Lookup > Hartzell General Engineering Contractor,

Hartzell General Engineering Contractor,	
Customer Account Lookup	
Name	
Hartzell General Engineering Contractor,	
Customer Account	
Hartzell General Engineering Contractor, Inc	
Туре	
Contractor	
Website	
(empty)	
Email	
office@hartzellco.com	
Address 1	
148 N Ocean AveSte 2	
Address_2	
City	
Cayucos	
State	
CA	
Zip	
93430	
Contractor Status	
DIR Approved	j
CSLB	
1024896	
Legal Name	
Hartzell General Engineering Contractor,	
Business Structure	
None	
Business Phone	
8056108113	J
Registration Number	
President  Charles Hartell	
Charles Fial tell	

1000635426	
Registration Start Date	
Registration End Date	
Doing Business As (DBA)	
Crafts	
Legacy Registration Date	
Legacy Registration Expiration	
Related Lists	
Historical Registration Dates 2	

## **EXHIBIT B - PROJECT DESCRIPTION**

#### **PROJECT OVERVIEW:**

The project consists of preparing an engineered building pad for the prefabricated restroom building in accordance with the attached plans (Exhibit D), Soils Report (Exhibit E), and Soils Review Letter (Exhibit F), trenching and installing building utilities from the utility location to the building site and through the building pad according to the drop locations in the plans, working with the Public Restroom Company's crane installation team for placing the prefabricated building in the correct location, hooking up the utilities to the building and commissioning the building including tightening any loose water or electrical connections, and installing a concrete walkway around the building and to the parking lot as per the plans and soils report specifications.

Detailed drawings and specifications are included in this bid package. Exhibit "D" (Drawings), Exhibit "C" (Construction Mitigation Measures), Exhibit "E" (Soils Report), and Exhibit "F" (Soils Review Letter).

#### **DETAILED SCOPE OF WORK:**

#### **OCTOBER WORK:**

#### **Subgrade Pad/Foundation Requirements:**

- The contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. Note that the building will be rotated 90 degrees from what is shown on the plans so the doors face the creek. An updated and stamped plan set will be provided prior to the start of construction.
- Excavate the existing site to a minimum depth of thirty-six inches (36"), with the soil engineer determining the final depth. The excavation shall extend a minimum of five feet (5') from the perimeter of the building, per Exhibit E: Soils Report.
- Compact building pad in lifts of not more than eight inches (8") and use compacted non-expansive import material for no less than the final twelve inches (12") per soil report specifications.
- Grade the surrounding area out to 10 feet from the edge of the building so water runs away from the building. See sheet C400.

#### **Underground Utility Prep:**

- Contractor to stringline outside of building slab and mark the utility drop locations per the building plumbing and electrical drop plans provided in Exhibit "D" (Drawings).
- Contractor to trench utility lines to meet the drop locations according to the utility site plan. Note: the non-potable water line will terminate twelve feet (12') outside the building pad.
- Contractor to assemble the underground floor drain and sewer piping, install underground water line to the water meter, and install electrical conduit and conductors. Install locating wires in all utility trenches.

- Slope the sewer to code (minimum 2%). Connect sewer to sewer main. Note: the main is approximately 9 feet below grade at the proposed connection point.
- Coordinate with CCSD to schedule San Luis Obispo County Building inspections for pipes/conduit. Shade pipes with sand while waiting for the underground inspection. Once the inspection is complete, backfill and compact trenches. Use sand around the pipes/conduit and compacted non-expansive import material for at least the top twelve inches (12") of trench backfill within the building pad. Backfill with course mason sand around all the plumbing risers.
- Once utility installation is complete, smooth and level pad as needed. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's. (Note: 8" slab will arrive with the prefabricated restroom building)
- Fence the construction site with temporary chain link fencing. Fencing to remain until phase 2, building installation, is complete.

#### Cleanup:

• Contractor to remove all construction-related debris such as piles of dirt, trash, stakes, and the like and clean up the construction site prior to de-mobilization.

#### LATE JANUARY/EARLY FEBRUARY WORK:

#### **Building Installation:**

- Contractor to coordinate with the CCSD and Public Restroom Company for an installation date for the prefabricated building.
- Contractor to work with the Public Restroom Company delivery team to place the building via crane. Public Restroom Company will supply the crane and crane operator.
- Once the building is placed in the correct location on the building pad, hook up drain lines, sewer lines, electrical, and water. The water line will supply water for the non-potable toilet flushing and potable water systems. The installed non-potable line will remain capped off.
- Commission the building, test the building systems, and tighten any loose water, electrical, or drain connections.
- Coordinate with the CCSD for final occupancy inspection from SLO County
- Finish all other items called out for in the plans

#### **Concrete Walkway Installation:**

- Contractor to install a concrete walkway around the building as per plans, with proper pad elevation, sloping, as per plans, and proper subgrade preparation as per the soil report and the direction of the soil engineer.
- Contractor to install a concrete walkway from the parking lot to the building as per plans, with proper sloping and subgrade preparation as per the soil report and the direction of the soil engineer. The creek-side edge of the walkway will line up with the edge of the concrete walkway around the building.

#### **Cleanup and Closeout:**

• Contractor to remove all construction-related debris such as piles of dirt, trash, stakes, and the like and clean up the construction site prior to de-mobilization.

#### **Additional notes:**

- CCSD will supply the San Luis Obispo County building permits for the work to be performed and pay any fees associated with those permits and inspections, including the authority to construct permit from the APCD. CCSD will also supply all utility connection permits and the associated fees. CCSD will prepare and submit a dust control plan to the SLO APCD.
- Contractor to coordinate with the CCSD to schedule SLO County inspections of the completed work. Contractor to work with the CCSD's soil engineer on backfilling and compaction activities.
- See Exhibit C: Construction Mitigation Measures. Contractor to comply with all construction mitigation measures.

The completed project shall result in a prefabricated restroom building installed on a compacted, non-expansive import material building pad constructed to the required specifications as outlined in the attached plan set with installed underground utilities connected to the building and functioning, and a concrete walkway from the parking lot to and around the building sloped as per plans.

-- END EXHIBIT B - PROJECT DESCRIPTION --



# **EXHIBIT A**

**Bid Proposal Form** 

#### BID PROPOSAL

TO: **CAMBRIA COMMUNITY SERVICE DISTRICT**, a California Special Services District, acting by and through its Board of Directors ("the District").

FROM:

RCH Construction

(Name of Bidder)

935 Riverside Ave, #8

(Address)

Paso Robles, CA93446

(City, State, Zip Code)

888-815-3777

(Telephone)

accounting@rch-construction.com

(E-mail Address of Bidder's Representative(s))

Ryan Halsey

(Name(s) of Bidder's Authorized Representative(s))

1 Bid Proposal:

Total Bid Amount	\$381,797.00

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as:

**Informal Bid Number:** 

04-2024-10

Project Name/Description:

East Ranch Community Park Public Restroom Building Installation Project

for the sum of:

Bid Amount Spelled Out:
Three Hundred Eighty One Thousand Seven Hundred Ninty Seven Dollars

Bid Amount (Dollar Amount - Numeric): \$381,797.00

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

**1.2 Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Initials		
Addenda Nos.	1	received, acknowledged and incorporated into
this Bid Proposal.		

- 1.3 Alternate Bid Items. The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.
- **Documents Accompanying Bid.** The Bidder has submitted with this Bid Proposal and "Attachment A" the following: (a) Bid Security; (b) Subcontractors List; and(c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.
- Award of Contract. If the Bidder submitting this Bid Proposal and "Attachment A" is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.
- Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 etseq., under the following classification(s):

  A & B

  bearing License Number(s)

License Number(s)	Expiration Date(s)	
921460	01/31/2025	
Carried Towns of the		
The second secon		

The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)	By: (Signature)
	Ryan Halsey (Typed or Printed Name)
	President (Title)

#### **Attachment A to Bid Form**

Bidders shall provide the following attachments after this page to complete their bid:

- a.) Bid Security
- b.) List of Subcontractors
- c.) Non-collusion Declaration
- d.) Certificate of Workers Compensation

#### LIST OF SUBCONTRACTORS FORM

Pursuant to the provisions set forth in Sections 4100-4113, inclusive of the Public Contract Code of the State of California, it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Public Contract Code. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

In the event of an in advertent error in the California Contractor number is made for a subcontractor listed, such error shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive. The corrected license number must be submitted within 24 hours after bid opening and corrected contractor's license number must correspond to the submitted name and location.

If the prospective contractor fails to correct an inadvertent error for a listed subcontractor's license number within the 24-hour time period, the Owner may find the bid nonresponsive.

The prospective contractor shall be solely responsible to correct any errors in the notation of the listed subcontractors California Contractor's license number;

Failure to submit a corrected California Contractor's license number in compliance with the process set forth above will cause the bid to be nonresponsive.

#### SUBCONTRACTOR LIST

Portion of Work	NA
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	Contract to the contract of th
DIR Registration Number Expiration Date	Control of the Contro
Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	
Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	
DIR Registration Number Expiration Date	
Portion of Work	
Subcontractor Name	
Subcontractor Address	
California CSLB Number	
DIR Registration Number	LEVILLE BUILDING TO THE
DIR Registration Number Expiration Date	

ADD ADDITIONAL FORMS AS NECESSARY TO LIST ALL SUBCONTRACTORS

enter text, the party making the foregoing bid.

I, Ryan Halsey

#### NONCOLLUSION DECLARATION

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

declare that I am the authorized representative of RCH Construction

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation. The bid is genuine and not collusive or sham.
The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with
any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any
manner, directly or indirectly, sought by agreement, communication, or conference with anyone to
fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of
the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 2nd, 2024, at Paso Robles [city], CA [state].

(Signature and Title of Declarant)

PROJECT:

#### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

т	Dryan Halasyr	th a	Dussidant	

of RCH Construction , declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
- 2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

RCH Construction

(Contractor Name)

(Signature)

Ryan Halsey

(Typed or printed name)

#### KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: CHRISTOPHER KOLGER; JOSEPH J PERSCHY; AARON STEFFEY;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

## FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority, provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

# SEAL

# ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: 8S

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC8270117 Qualified in New York County Commission Expires October 19, 2024 Scylarie Partieno Molte

#### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

Assistant Secretary



#### SURETY BOND SEAL ADDENDUM

#### **Nationwide Mutual Insurance Company**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide Mutual Insurance Company's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual Insurance Company by its Attorney-in-Fact, Nationwide Mutual Insurance Company hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 22 day of April, 2020.

Nationwide Mutual Insurance Company

Antonio/C. Albanese, Vice President - Surety

Nationwide Mutual Insurance Company

By

BID DUE DATE: 10/4/2024, 10:00 am

#### ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: September 20, 2024

#### BID DOCUMENT NUMBER 04-2024-10

East Ranch Community Park Restroom Building Installation Project

- A. This Addendum shall be considered part of the bid documents for the above-referenced project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

- Under Exhibit B Project Description, the section titled "Additional Notes" add the
  following bullet point to the list: "The prefabricated restroom building has already
  been purchased by the Cambria CSD and will be delivered to the site for installation in
  late January/early February. Do <u>NOT</u> include the prefabricated restroom building
  purchase in the bid."
- 2. Únder Exhibit B Project Description, in the section titled "Building Installation" after the sentence "Public Restroom Company will supply the crane and crane operator." Add the following: "Contractor to remove plastic shrink wrap, remove steel tie-down plates from building slab and install provided pick plates, remove the electrical conduit from the main panel, clear all block out grates, hook up the supplied rigging and install protection from rigging at the fascia, coordinate with the crane operator to lift the building slowly up 1 inch off the trailer to make sure building is secure, check the level of the building and adjust with shackles, then direct the crane operator to place the building on the building pad."

BID DUE DATE: 10/4/2024, 10:00 am

BIDDER MUST ACKNOWLEDGE THIS ADDENDUM BY SIGNING BELOW AND <u>ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:</u>

Company Name

Contact Person

Signature

Date \_

#### CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors AGENDA NO. **5.B** 

FROM: Matthew McElhenie, General Manager

Jim Green, Utilities Department Manager

Meeting Date: November 14, 2024 Subject: Discussion and Consideration of Approval of an

Agreement for Consultant Services with Padre Associates, Inc. for the Environmental Monitoring of the East Ranch Community Park Restroom

**Installation Project** 

#### **FISCAL IMPACT:**

The East Ranch Community Park Restroom Installation Project has a budget of \$549,432. Included in that amount is a grant for \$177,952. To date \$242,820 has been spent, leaving \$306,612 to complete the project.

#### **DISCUSSION:**

The Cambria Community Services District submitted a final application to San Luis Obispo County (SLO County) for building permits for the East Ranch Restroom on February 23, 2024, and on April 16, 2024, SLO County issued a building permit. The conditions of approval (COA) for the building permit require environmental monitoring before, during, and after construction activities. The environmental monitoring required consists of biological and botanical, archaeological, and Native American cultural monitoring.

On September 20, 2024, CCSD staff released a Request for Proposals (RFP) from qualified environmental consulting firms for environmental monitoring services for the East Ranch Community Park Restroom Installation Project. The submission period closed on October 4, 2024, at 10:00 AM, and the District received two proposals. Staff evaluated the proposals for completeness and ranked them from lowest to highest price. The proposer chosen, Padre Associates, submitted a complete proposal at the lowest estimated cost.

It is recommended that the Board of Directors approve an Agreement for Consultant Services with Padre Associates, Inc. for the environmental monitoring of the East Ranch Community Park Restroom Installation Project and authorize the General Manager to execute the agreement.

#### **ATTACHMENTS:**

- 1. Request for Proposal (RFP)
- 2. Agreement for Consultant Services
- 3. Exhibit A Padre Associates, Inc. Bid
- 4. Kervin Merk Associates Bid

#### **CAMBRIA COMMUNITY SERVICES DISTRICT**

**DIRECTORS:** 

TOM GRAY, President DEBRA SCOTT, Vice President HARRY FARMER, Director KAREN DEAN, Director MICHAEL THOMAS, Director



**OFFICERS:** 

MATTHEW MCELHENIE, General Manager TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria, CA 93428 Mailing address: P.O. Box 65 • Cambria, CA 93428 Telephone (805) 927-6223 • Facsimile (805) 927-5584

Date: September 20, 2024

**Request for Proposal (RFP)** 

#### **Project Name/Description:**

Environmental Monitoring for the East Ranch Community Park Restroom Installation Project

Submit Request for Proposal (RFP) To: Cambria Community Services District

Attn: James Green, Utilities Department Manager

jgreen@cambriacsd.org

(805) 550-3558 or (805) 927-6119

Request for Proposal (RFP) Deadline: DATE: October 04, 2024

TIME: 10:00 a.m., PST

#### INTRODUCTION/SUMMARY

The Cambria Community Services District (CCSD) is requesting proposals from qualified environmental firms for environmental monitoring services for the East Ranch Community Park Restroom Building Installation Project ("Project"). The CCSD is requiring that proposals provide complete environmental monitoring services (including biological, archaeological, and Native American cultural resources) before, during, and after the construction activities associated with the Project, as well as the writing and submission of monitoring reports to San Luis Obispo County (SLO County) The Project is located at the Cambria Dog Park, 2021 Rodeo Grounds Drive, Cambria, CA 93428. (APN 013-131-038)

#### **EXISTING CONDITIONS**

The East Ranch Community Park site consists of an approximately 13-acre area that will eventually become a fully developed community park. The construction site and surrounding area were previously disturbed during grading and leveling activities. The land is currently partially developed as a park with a fenced dog park, a gravel parking lot, and welded steel fencing bordering the parking lot. SLO County has zoned the land as, among other things, Recreation.

#### PROPOSED PROJECT

The Project site consists of an approximately 0.5-acre area situated next to the developed dog park and between the dog park and the end of Rodeo Grounds Road. It includes the restroom building pad, the utility trenches, a sidewalk from the parking lot and wrapping around the restroom building, and additional room for maneuvering heavy machinery and temporary stockpiles of excavated dirt and other construction materials. Please see the additional attached documents Exhibit B (Construction Project Description), Exhibit C (Construction Mitigation Measures), Exhibit D (Construction Drawings), and Exhibit G (Environmental Monitoring Plan). The environmental monitoring schedule will be driven by the construction schedule.

#### PROJECT DETAIL / SCOPE OF WORK

- 1. As the CCSD's environmental monitor on the project, provide environmental monitoring, including biological, archaeological, and Native American cultural resource monitoring.
- 2. Perform the activities mentioned in Section B subsection 2 (Environmental Monitor)
  - a. Liaison with San Luis Obispo (SLO) County and the construction crew
  - b. Managing and reporting of field monitoring activities
  - c. Hire/utilize additional specialists such as biological, archaeological, and Native American cultural resources monitors.
- 3. Provide training for worksite employees as outlined in Section C (Crew Orientation) of the Environmental Monitoring plan.
- 4. Perform a pre-construction biological survey of the worksite.
- 5. Ensure compliance with the construction mitigation measures (Exhibit C) during and after construction.
- 6. Monitor excavation activities for archaeological and Native American cultural resource finds.
- 7. Submit the required Environmental Monitoring Reports to SLO County.

The work will be divided into two phases. Phase 1, which includes the main excavation and trenching activities, will occur from mid-to-late October into early November, and Phase 2, which includes the building installation, sidewalk pour, project closeout, and final cleanup, will occur in late January/early February.

#### ANTICIPATED SCHEDULE

Milestone Date	
Request for Proposals Issued	9/20/2024
Deadline for Clarifications/Inquiries	10/2/2024
Deadline to Submit Proposals	10/4/2024 at 10 AM
CCSD Selection of Contractor	10/4/2024
Contract Negotiations 10/4/2024-10/10/2024	
Notice to Proceed	10/15/2024

Milestone	Date				
Preconstruction Biological Survey	TBD (prior to construction)				
Construction Start Date, Phase 1	10/23/2024				
Construction Completion Deadline, Phase 1	11/19/2024				
Construction Start Date, Phase 2*	1/28/2025				
Construction Completion Deadline, Phase 2*	2/28/2025				

<sup>\*</sup>Weather permitting.

#### **REQUIREMENTS FOR SUBMISSION**

- A dated cover letter, signed by a person fully authorized to act on behalf of the proposer, must be submitted with the proposal. The letter must indicate that the proposer agrees to be bound by the proposal without modifications unless mutually agreed upon by the proposer and CCSD.
- A statement of qualifications must be provided.

#### Website for additional information:

https://www.cambriacsd.org/request-for-proposals

#### **DEADLINE**

Request for Proposal (RFP) Deadline: October 04, 2024, at 10:00 am PST.

A complete proposal may be submitted in the following ways:

- 1. Email to jgreen@cambriacsd.org.
- 2. United States Postal Service to Cambria Community Services District, P.O. Box 65, Cambria, CA. 93428.
- 3. Deliver to CCSD Wastewater Treatment Plant, 5500 Heath Ln, Cambria, CA 93428.

Proposals that do not meet all the standards and requirements will not be considered, nor will any proposals that are received after the deadline.

If you have any questions or need further information and/or clarification on the RFP, please email James Green, Utilities Department Manager, at <a href="mailto:igreen@cambriacsd.org">igreen@cambriacsd.org</a>.

#### **PROJECT LOCATION**

This view includes the entire site. The entire construction area is yellow, the sidewalk is red, and the restroom building is purple. Heavy machinery will access the site via a space in the fence in the top right corner of the yellow polygon where it touches the parking lot. The construction staging area will be on the gravel parking lot.

2021 Rodeo Grounds Drive, Cambria, CA 93428.

APN: 013-131-038



Figure 1 - Existing Site Overview. The whole construction area is in yellow, the sidewalk location is in red, and the restroom building location is in blue

This RFP, as well as any responses to questions/clarifications/requests for additional information, can be viewed (and any questions and requests for further information and/or clarification of the RFP can be submitted) on the District's website at <a href="https://www.cambriacsd.org/request-for-proposals">https://www.cambriacsd.org/request-for-proposals</a>

#### **EXHIBIT B - PROJECT DESCRIPTION**

#### **PROJECT OVERVIEW:**

The project consists of preparing an engineered building pad for the prefabricated restroom building in accordance with the attached plans (Exhibit D), Soils Report (Exhibit E), and Soils Review Letter (Exhibit F), trenching and installing building utilities from the utility location to the building site and through the building pad according to the drop locations in the plans, working with the Public Restroom Company's crane installation team for placing the prefabricated building in the correct location, hooking up the utilities to the building and commissioning the building including tightening any loose water or electrical connections, and installing a concrete walkway around the building and to the parking lot as per the plans and soils report specifications.

Detailed drawings and specifications are included in this bid package. Exhibit "D" (Drawings), Exhibit "C" (Construction Mitigation Measures), Exhibit "E" (Soils Report), and Exhibit "F" (Soils Review Letter).

#### **DETAILED SCOPE OF WORK:**

#### OCTOBER WORK:

#### **Subgrade Pad/Foundation Requirements:**

- The contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. Note that the building will be rotated 90 degrees from what is shown on the plans so the doors face the creek.
- Excavate the existing site to a minimum depth of thirty-six inches (36"), with the soil engineer determining the final depth. The excavation shall extend a minimum of five feet (5') from the perimeter of the building, per Exhibit E: Soils Report.
- Compact building pad in lifts of not more than eight inches (8") and use compacted non-expansive import material for no less than the final twelve inches (12") per soil report specifications.
- Grade the surrounding area out to 10 feet from the edge of the building so water runs away from the building. See sheet C400.

#### **Underground Utility Prep:**

- Contractor to stringline outside of building slab and mark the utility drop locations per the building plumbing and electrical drop plans provided in Exhibit "D" (Drawings).
- Contractor to trench utility lines to meet the drop locations according to the utility site plan. Note: the non-potable water line will terminate twelve feet (12') outside the building pad.

- Contractor to assemble the underground floor drain and sewer piping, install underground water line to the water meter, and install electrical conduit and conductors. Install locating wires in all utility trenches.
- Slope the sewer to code (minimum 2%). Connect sewer to sewer main. Note: the main is approximately 9 feet below grade at the proposed connection point.
- Coordinate with CCSD to schedule San Luis Obispo County Building inspections for pipes/conduit. Shade pipes with sand while waiting for the underground inspection. Once the inspection is complete, backfill and compact trenches. Use sand around the pipes/conduit and compacted non-expansive import material for at least the top twelve inches (12") of trench backfill within the building pad. Backfill with course mason sand around all the plumbing risers.
- Once utility installation is complete, smooth and level pad as needed. Pad should be laser level 8" below the finish floor elevation. Place course mason sand and screed sand flush using 2x4's. (Note: 8" slab will arrive with the prefabricated restroom building)
- Fence the construction site with temporary chain link fencing once the site work is complete. Fencing to remain until the building installation date.

#### Cleanup:

• Contractor to remove all construction-related debris such as piles of dirt, trash, stakes, and the like and clean up the construction site prior to de-mobilization.

#### LATE JANUARY/EARLY FEBRUARY WORK:

#### **Building Installation:**

- Contractor to coordinate with the CCSD and Public Restroom Company for an installation date for the prefabricated building.
- Contractor to work with the Public Restroom Company delivery team to place the building via crane. Public Restroom Company will supply the crane and crane operator.
- Once the building is placed in the correct location on the building pad, hook up drain lines, sewer lines, electrical, and water. The water line will supply water for the non-potable toilet flushing and potable water systems. The installed non-potable line will remain capped off.
- Commission the building, test the building systems, and tighten any loose water, electrical, or drain connections.
- Coordinate with the CCSD for final occupancy inspection from SLO County
- Finish all other items called out for in the plans

#### **Concrete Walkway Installation:**

- Contractor to install a concrete walkway around the building as per plans, with proper pad elevation, sloping, as per plans, and proper subgrade preparation as per the soil report and the direction of the soil engineer.
- Contractor to install a concrete walkway from the parking lot to the building as per plans, with proper sloping and subgrade preparation as per the soil report and the direction of the soil engineer. The creek-side edge of the walkway will line up with the edge of the concrete walkway around the building.

#### **Cleanup and Closeout:**

• Contractor to remove all construction-related debris such as piles of dirt, trash, stakes, and the like and clean up the construction site prior to de-mobilization.

#### Additional notes:

- CCSD will supply the San Luis Obispo County building permits for the work to be performed and pay any fees associated with those permits and inspections including the authority to construct permit from the APCD. CCSD will supply all utility connection permits and the associated fees. Contractor to prepare and submit a dust control plan to the SLO APCD.
- Contractor to coordinate with the CCSD to schedule SLO County inspections of the completed work. Contractor to work with the CCSD's soil engineer on backfilling and compaction activities.
- See Exhibit C: Construction Mitigation Measures. Contractor to comply with all construction mitigation measures.

The completed project shall result in a prefabricated restroom building installed on a compacted, non-expansive import material building pad constructed to the required specifications as outlined in the attached plan set with installed underground utilities connected to the building and functioning, and a concrete walkway from the parking lot to and around the building sloped as per plans.

-- END EXHIBIT B - PROJECT DESCRIPTION --

#### **EXHIBIT C – CONSTRUCTION MITIGATION MEASURES**

#### **Construction Mitigation Measures:**

These measures have been adapted from sheet C101 in Exhibit D. Unless otherwise noted, please refer to sheet C101 for details. All mitigation measures mentioned on sheet C101 and not mentioned below either do not apply or the CCSD will manage compliance.

- 1. AES/MM-4: imported rocks used in drainage systems must match the color of the adjacent soil to the extent feasible.
- 2. AQ/M M-1: Contractor to prepare and submit to the APCD a dust control plan using BMP and dust mitigation measures.
- 3. AQ/MM-3: Contractor to comply with the provisions of this mitigation measure to reduce PM10 emissions. The building pad area and the area that will be paved will use chemical/soil binder dust control measures as outlined in item "e" if required by the APCD. All areas outside the building pad or paving shall use the seeding method outlined in item "d."
- 4. AQ/MM-5: Does not apply.
- 5. BIO/MM-3: CCSD to comply with this measure.
- 6. GEO/MM-3: CCSD to comply with this measure.
- 7. GEO/MM-9: CCSD to comply with this measure.
- 8. HM/MM-4: CCSD to comply with this measure.
- 9. HYD/MM-2: Completed.
- 10. HYD/MM-3: Completed.
- 11. N/MM-2: Completed.
- 12. BIO/MM-2: CCSD to comply with this measure.
- 13. BIO/MM-14: CCSD to comply with this measure.
- 14. BIO/MM-17: CCSD to comply with this measure and provide training. All employees of Contractor working onsite must receive this training.
- 15. BIO/MM-25: CCSD to comply with this measure.
- 16. BIO/MM-26: CCSD to comply with this measure.
- 17. CULT/MM-3: CCSD to comply with this measure.
- 18. AES/MM-6: imported rocks used in drainage systems must match the color of the adjacent soil to the extent feasible.
- 19. AES/MM-9: Not applicable to this project.

- 20. AQ/MM-2: to comply with this measure, the contractor must supply CCSD with a list of all heavy-duty construction equipment operating at the site. The list shall include the make, model, engine size, and year of each piece of equipment. This compliance review will identify all equipment and operations requiring permits and will assist in the identification of suitable equipment for the catalyzed diesel particulate filter; CCSD to apply for an authority to construct from the APCD using this information. This information must be supplied with the bid.
- 21. AQ/MM-4: N/A. Construction will not last more than one month.
- 22. BIO/MM-5: N/A. Work occurring more than 50 feet from a drainage.
- 23. BIO/MM-6: N/A
- 24. BIO/MM-7: Contractor to comply with vehicle and equipment checks, as well as spill prevention and cleanup provisions. The staging area will be on the gravel parking lot adjacent to the work area.
- 25. BIO/MM-8: N/A
- 26. BIO/MM-9: Measures from AQ/MM-3 will be used to comply.
- 27. BIO/MM-11: The area was previously disturbed; CCSD will perform a survey to confirm no applicable plants exist within the project area.
- 28. BIO/MM-12: The area was previously disturbed; CCSD will perform a survey to confirm no applicable plants exist within the project area. CCSD and the Contractor to work together to delineate the construction area to minimize impacts to the surrounding area.
- 29. BIO/MM-15: construction is outside the 100-foot zone.
- 30. BIO/MM-19: CCSD and contractor to work together to delineate the construction area. Access to the construction site will be via established gravel roadways.
- 31. BIO/MM-20: Contractor to remove all food-containing trash at the end of each workday or use sealing lids on trash cans containing food-related trash. Contractor to remove all trash and debris, including extra soil, generated from construction activities at the end of the project.
- 32. BIO/MM-21: Contractor to comply with this provision, except for those activities performed by the monitor. Refueling shall take place at the staging area in the gravel parking lot.
- 33. BIO/MM-22: Contractor to seed disturbed areas outside of building and pavement footprints. See AQ/MM-3.
- 34. BIO/MM-24: See Sheet C700 for erosion/sedimentation control plan.
- 35. CULT/MM-9: CCSD to comply.
- 36. GEO/MM-7: N/A
- 37. HYD/MM-1: N/A
- 38. N/MN-1: Construction equipment is limited to between 7 a.m. and 9 p.m. Monday through Friday and 8 a.m. and 5 p.m. Saturday and Sunday.
- 39. AES/MM-7: N/A
- 40. BIO/MM-27: N/A

- 41. CULT/MM-4: CCSD to comply.
- 42. CULT/MM-6: N/A
- 43. CULT/MM-8: CCSD to comply.
- 44. GEO/MM-1: N/A
- 45. GEO/MM-6: N/A
- 46. HM/MM-2: Smoking on the worksite is prohibited.
- 47. HM/MM-3: CCSD to comply,
- 57. No Landscaping to be installed. Disturbed areas not being built on or paved to be seeded with native grass; see AQ/MM-3.
- 58. CCSD to comply with all the On-going Conditions of Approval.

#### -- END CONSTRUCTION MITIGATION MEASURES --

RECYCLING ORDINANCES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST ADOPTED VERSION AND AMENDMENTS OF THE CALIFORNIA BUILDING CODE. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE APPLICABLE CITY/COLINTY STANDARDS AND CALTRANS STANDARD SPECIFICATIONS, LATEST ADOPTED EDITION AND AMENDMENTS. IN THE EVENT THAT THERE IS A CONFLICT BETWEEN CODES. THE CONTRACTOR WILL NOTIFY THE CIVIL ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION, WORK SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING:
- 1.1. CHAPTER 18 AND APPENDIX J OF THE 2019 CBC SAN LUIS OBISPO COUNTY TITLE 19, 22, AND 23
- THE SOILS ENGINEERING REPORT BY MID COAST GEOTECHNICAL. REPORT NO. 20935, FILE NO. 22-9288, DATED NOVEMBER 6, 2022
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING AND DISPOSAL OF THE PROPOSED WORK AREA. THE CONTRACTOR SHALL DISPOSE OF ALL MATERIAL LEGALLY AND IS RESPONSIBLE FOR COMPLYING WITH LOCAL
- 3. NO FILL SHALL BE PLACED ON THE EXISTING GROUND SURFACE UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, DELETERIOUS MATERIAL AND SCARIFIED AND COMPACTED PER THE GEOTECHNICAL
- 4. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN TWO FEET HORIZONTAL TO ONE FOOT VERTICAL, 2:1.
- FILLS SHALL BE COMPACTED TO THE MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY AS SPECIFIED IN THE PROJECT SOILS REPORT AND CERTIFIED BY THE GEOTECHNICAL ENGINEER.
- 6. ALL EXISTING FILLS SHALL BE BE APPROVED BY THE GEOTECHNICAL ENGINEER BEFORE ANY ADDITIONAL FILLS ARE
- ALL EXPOSED SLOPES SHALL BE PLANTED PER THE PROJECT LANDSCAPE PLANS AND IRRIGATED UNTIL GROUND COVER IS ESTABLISHED.
- THE STOCKPILING OF EXCESS MATERIAL IS SUBJECT TO THE APPROVAL OF THE AGENCY.
- 9. ALL TRENCH BACKFILLS SHALL BE TESTED AND APPROVED BY THE GEOTECHNICAL ENGINEER.
- 10. ALL CUT SLOPES SHALL BE INVESTIGATED BY THE GEOTECHNICAL ENGINEER DURING GRADING TO DETERMINE IF ANY SLOPE STABILITY PROBLEMS EXIST. SHOULD EXCAVATION DISCLOSE ANY GEOTECHNICAL HAZARDS OR POTENTIAL GEOTECHNICAL HAZARDS THE GEOTECHNICAL ENGINEER SHALL RECOMMEND NECESSARY TREATMENT TO THE CONTRACTOR.
- 11. THE FINAL COMPACTION REPORT AND APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL CONTAIN DETAILS REGARDING THE TYPE OF FIELD TESTING PERFORMED INCLUDING THE METHOD OF OBTAINING THE IN-PLACE DENSITY, WHETHER SAND CONE, NUCLEAR GAUGE, OR DRIVE RING SHALL BE NOTED FOR EACH TEST, SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
- 12. SANITARY FACILITIES SHALL BE MAINTAINED ON SITE THROUGHOUT THE DURATION OF CONSTRUCTION.
- 13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF AND PROTECT ALL EXISTING UTILITIES AND TO ENSURE THAT SERVICE IS NOT DISRUPTED TO EXISTING FACILITIES.
- 14. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION. ESPECIALLY DURING STORM CONDITIONS AND APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT EXISTING STRUCTURES AND ADJACENT PROPERTIES DURING THE CONSTRUCTION PROJECT. IN ALL CASES, THE CONTRACTOR AND/OR OWNER SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING EXISTING DRAINAGE PATTERNS.
- 15. ALL PLANTERS ADJACENT TO THE FOUNDATIONS SHALL BE SEALED ALONG THE SIDE OF THE FOUNDATION FOOTING AND EXTENDED UNDER THE PLANTER A MINIMUM OF 12" TO PREVENT MOISTURE FROM REACHING THE FOUNDATION SUB-GRADE SOILS.
- 16. EXPORTED MATERIAL SHALL BE TAKEN TO A LEGAL DUMP SITE OR PERMITTED RECEIVING SITE APPROVED BY THE LOCAL AGENCY HAVING JURISDICTION.
- 17. PERMISSION IS REQUIRED FROM THE ADJACENT PROPERTY OWNER WHENEVER WORK IS PROPOSED OR NECESSARY ACROSS THE PROJECT'S PROPERTY LINES.
- 18. ANY DIRT, ROCK, DEBRIS OR CONSTRUCTION MATERIAL THAT IS TRACKED OR DROPPED WITHIN THE PUBLIC RIGHT OF WAY DURING THE TRANSPORTATION OF THAT MATERIAL OR EQUIPMENT ASSOCIATED WITH THE PROJECT SHALL BE CLEANED OR REMOVED DAILY.
- 19. DIRT ACCESS RAMP OVER CURBS AND GUTTERS TO THE CONSTRUCTION SITE ARE PROHIBITED. WHEN NECESSARY FOR ENTRANCE TO SUCH CONSTRUCTION SITES, TEMPORARY ASPHALT RAMPS WITH A MINIMUM OF A 3" DIAMETER PIPE SHALL BE CONSTRUCTED TO CONVEY GUTTER DRAINAGE.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND OBTAINING REQUIRED PERMITS FROM THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA).
- 21. PROPOSED REVISIONS TO THE GRADING PLAN SHALL BE DRAWN IN RED PENCIL ON BOND COPIES OF THE APPROVED PLANS. THESE COPIES SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL. AFTER APPROVAL IS GIVEN. THE OWNER MAY REQUIRE AS-BUILT OF THE PLANS.
- 22. RULE 403. AIR QUALITY CONTROL MUST BE IMPLEMENTED DURING CONSTRUCTION:
- 22.1. A PERSON SHALL NOT CAUSE OR ALLOW THE EMISSIONS OF FUGITIVE DUST FROM ANY TRANSPORT HANDLING, CONSTRUCTION OR STORAGE ACTIVITY SO THAT THE PRESENCE OF SUCH DUST REMAINS VISIBLE IN THE ATMOSPHERE BEYOND THE PROPERTY LINE OF THE EMISSION SOURCE. (DOES NOT APPLY TO EMISSION EMANATING FROM UNPAVED ROADWAYS OPEN TO PUBLIC TRAVEL OR FARM ROADS. THIS EXCLUSION SHALL NOT APPLY TO INDUSTRIAL OR COMMERCIAL FACILITIES).
- 22.2. A PERSON SHALL TAKE EVERY RESPONSIBLE PRECAUTION TO MINIMIZE FUGITIVE DUST EMISSIONS FROM WRECKING, EXCAVATION, GRADING, CLEARING OF LAND AND SOLID WASTE DISPOSAL OPERATIONS. 22.3. A PERSON SHALL NOT CAUSE OR ALLOW PARTICULATE MATTER TO EXCEED 100 MICROGRAMS PER CUBIC.
- METER WHEN DETERMINED AS THE DIFFERENCE BETWEEN UPWIND AND DOWNWIND SAMPLES COLLECTED ON HIGH VOLUME SAMPLERS AT THE PROPERTY LINE FOR A MINIMUM OF FIVE HOURS. 22.4. A PERSON SHALL TAKE EVERY REASONABLE PRECAUTION TO PREVENT VISIBLE PARTICULATE MATTER FROM BEING DEPOSITED LIPON PUBLIC ROADWAYS PRECAUTIONS SHALL INCLUDE BUT ARE NOT LIMITED TO THE
- REMOVAL OF PARTICULATE MATTER FROM EQUIPMENT PRIOR TO THE MOVEMENT ON PAVED STREETS ONTO WHICH SUCH MATERIAL HAS BEEN DEPOSITED. 22.5. SUBSECTIONS (22.1) AND (22.2) SHALL NOT BE APPLICABLE WHEN THE WIND SPEED INSTANTANEOUSLY FXCEEDS 40 KII OMETERS (25 MILES) PER HOUR. OR WHEN THE AVERAGE WIND SPEED IS GREATER THAN 25 KILOMETERS (15 MILES) PER HOUR. THE AVERAGE WIND SPEED DETERMINATIONS SHALL BE ON A 15 MINUTE
- AVERAGE AT THE NEAREST OFFICIAL AIR-MONITORING STATION OR BY A WIND INSTRUMENT LOCATED AND 23. CONSTRUCTION ACTIVITIES SHALL OCCUR ONLY BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM, MONDAY
- THROUGH FRIDAY AND BETWEEN THE HOURS OF 9:00 AM AND 6:00 PM SATURDAYS, UNLESS OTHERWISE
- GRADING AND CONSTRUCTION ACTIVITIES. WHERE FEASIBLE. 25. CONTRACTOR SHALL MAINTAIN ALL CONSTRUCTION ENGINES TUNED CONSISTENT WITH MANUFACTURER'S

24. CONTRACTOR SHALL USE LOW EMISSION MOBILE CONSTRUCTION EQUIPMENT DURING ALL SITE PREPARATION,

- SPECIFICATIONS DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES. 26. CONTRACTOR SHALL USE LOW SULFUR FUEL FOR STATIONARY CONSTRUCTION EQUIPMENT AS REQUIRED BY
- AQMD RULE 431.1 AND 431.2 AND SHALL USE EXISTING POWER SOURCES AND CLEAN FUEL GENERATORS WHEN POSSIBLE AS FEASIBLE DURING ALL SITE PREPARATION, GRADING AND CONSTRUCTION ACTIVITIES.
- 27. CONSTRUCTION PARKING SHALL BE ONSITE. TRAFFIC CONTROL AND ACCESS SHALL BE IN ACCORDANCE WITH THE AGENCY HAVING JURISDICTION OVER THE PROJECT.
- 28. THE SPEED OF CONSTRUCTION VEHICLES ON-SITE SHALL BE LIMITED TO 15 MILES PER HOUR.
- 29. TRUCKS AND LARGE CONSTRUCTION VEHICLES SHALL OBTAIN APPROVED ROUTES FROM THE AGENCY'S PUBLIC
- 30. THE CONTRACTOR SHALL CONTROL DUST IN AREAS USED FOR OFF-PAVEMENT PARKING, MATERIAL LAYDOWN AREAS OR THOSE AREAS AWAITING FUTURE CONSTRUCTION. FREQUENTLY ACCESSED AREAS SHALL BE PAVED OR
- 31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING MEASURE:

BASED AS EARLY AS POSSIBLE TO MINIMIZE DIRT TRACKING ONTO THE PUBLIC RIGHT OF WAY.

- 31.1. CESSATION OF ACTIVITIES DURING A STAGE-2 SMOG EPISODE. CALL 800-242-4022 FOR THE DAILY SMOG
- 31.2. TRUCK ROUTES AND SCHEDULES FOR THE RECEIPT OF MATERIALS SHALL BE COORDINATED WITH THE APPROPRIATE AGENCIES. 31.3. WHERE FEASIBLE, ON-ROAD AND OFF-ROAD VEHICLES AND EQUIPMENT SHALL BE TURNED OFF AND SUBSEQUENTLY RESTARTED IF THE ANTICIPATED DURATION OF IDLING IS EXPECTED TO EXCEED FIVE
- 32. THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING HIGH WIND DUST CONTROL MEASURE WHEN INSTANTANEOUS WIND SPEEDS EXCEED 25 MILES PER HOUR:

32.2. APPLICATION OF WATER AS NEEDED TO ANY UNPAVED SURFACE WITH VEHICLE OR EQUIPMENT

- 32.1. TERMINATION / MODIFICATION OF SCRAPERS, GRADERS OR DOZERS ON UNPAVED SURFACES UNTIL WINDS
- OPERATIONS. 32.3. APPLICATION OF WATER OR OTHER DUST CONTROL MATERIAL TO ANY PREVIOUSLY GRADED SURFACE IF DUST EMANATION IS VISIBLE FROM SUCH A SURFACE.
- 33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EQUIPMENT TO PREVENT VISIBLE SOOT FROM REDUCING LIGHT TRANSMISSION THROUGH THE EXHAUST STACK BY MORE THAN 20 PERCENT FOR MORE THAN

THREE MINUTES PER HOUR AND USE LOW SULFUR FUEL AS REQUIRED BY THE APPROPRIATE AGENCY.

- 34. TRUCKS USED IN HAULING DIRT TO OR FROM THE SITE ON PUBLIC ROADS WILL BE COVERED OR WILL MAINTAIN A SIX INCH DIFFERENTIAL BETWEEN THE MAXIMUM HEIGHT OF ANY MATERIAL HAULED AND THE TOP OF THE TRAILER. HAUL TRUCK DRIVERS WILL LOAD PRIOR TO LEAVING THE SITE TO PREVENT SOIL LOSS DURING TRANSPORTATION.
- 35. PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE, EXISTING SURVEY MONUMENTS SHALL BE NOTED AND DOCUMENTED BEFORE CONSTRUCTION. IF ANY MONUMENTS ARE DISTURBED DURING CONSTRUCTION THE CONTRACTOR SHALL PAY A LICENSED LAND SURVEYOR OR REGISTERED ENGINEER TO RESET

#### PROFESSIONAL ENGINEERS NOTICE TO CONTRACTOR

- ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS "CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.
- CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.
- 3. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE TO OR PROTECTION OF THESE LINES.

#### **DEMOLITION GENERAL NOTES**

AFFECTED BY THESE PLANS.

- UTILITIES: THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS AND BEST RECOLLECTION OF FACILITY STAFF, THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR POT HOLE TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OR PROTECTION OF ALL EXISTING UTILITY LINES.
- 2. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION OF THE SITE AND SHALL REMOVE AND DISPOSE OF ALL STRUCTURES ABOVE AND OR BELOW GROUND UNLESS OTHERWISE NOTED. ANY HAZARDOUS MATERIALS ENCOUNTERED SHALL BE HANDLED AND REMOVED AS
- REQUIRED BY LOCAL AND/OR STATE LAWS AT NO COST TO THE OWNER THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID DAMAGE TO EXISTING HARDSCAPE IMPROVEMENTS, UTILITY FACILITIES, AND LANDSCAPING FEATURES THAT ARE NOT
- 4. ALL JOIN LINES SHALL BE SAW CUT ON A NEAT, STRAIGHT LINE PARALLEL WITH THE JOIN. THE CUT EDGE SHALL BE PROTECTED FROM CRUSHING, AND ALL BROKEN EDGES SHALL BE RECUT PRIOR TO JOINING.
- 5. ALL EXISTING OBJECTIONABLE MATERIALS THAT CONFLICT WITH PROPOSED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, BUILDING FOUNDATIONS, UTILITIES AND APPURTENANCES, TREES, SIGNS, AND STRUCTURES, ETC. SHALL BE REMOVED AND DISPOSED BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE INDICATED HEREIN, OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING STREETS FROM DAMAGES CAUSED BY HIS OPERATIONS. ANY CURBS DAMAGED DURING HIS OPERATIONS SHALL BE SAWCUT AND REPLACED AT NO COST TO THE OWNER. ANY EXISTING PAVING IDENTIFIED AS POTENTIALLY NEEDING TO BE REPLACED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNERS REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL PERFORM AND BE RESPONSIBLE FOR ALL CLEARING AND GRUBBING OPERATIONS AS NECESSARY TO COMPLETE THE WORK. INCLUDING TRANSPORTATION AND DISPOSAL OF ALL REMOVED MATERIALS, AND ALL ASSOCIATED COSTS.

#### ACCESSIBILITY NOTICE TO CONTRACTOR

- 1. ALL SLOPES IN DIRECTION OF TRAVEL SHOWN ON THIS PLAN WERE DESIGNED AT OR BELOW MAXIMUM ALLOWED GRADES BY THE AMERICANS WITH DISABILITIES ACT ACCESS GUIDE (ADAAG), AND THE CALIFORNIA BUILDING CODE (CBC) IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO FAMILIARIZE THEMSELVES WITH THE ADAAG AND CRC AND IN THE EVEN THAT A DESIGN QUESTION SHOULD ARISE, OR A FIELD CONDITION PRESENT ITSELF THAT IS DIFFERENT THAN SHOWN ON THESE PLANS, WORK SHOULD CEASE AND THE DESIGN ENGINEER SHALL BE NOTIFIED SO THAT AN ACCEPTABLE SOLUTION CAN BE DETERMINED.
- 2. THE CONTRACTOR IS ADVISED TO CAREFULLY CHECK ALL PHASES OF WORK RELATING TO ADAAG AND CBC ACCESS FOR THIS PROJECT. SINCE THE CODE DOES NOT ALLOW FOR A CONSTRUCTION TOLERANCE, ANY CONSTRUCTION THAT EXCEEDS MAXIMUM OR MINIMUM DIMENSIONS AND SLOPES AS CALLED OUT BY ADAAG AND CBC ARE SUBJECT TO REJECTION BY THE INSPECTOR AND MAY BE REQUIRED TO BE REMOVED AND REPLACED.
- SINCE THE CIVIL ENGINEER OR SURVEYOR CANNOT CONTROL THE EXACT METHODS OR MEANS USED BY THE GENERAL CONTRACTOR OR THEIR SUB-CONTRACTORS DURING THE GRADING AND CONSTRUCTION OF THE PROJECT. THE CIVIL ENGINEER OR SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE FINAL ACCEPTANCE OF ADAAG AND CBC RELATED ITEMS OF THIS PROJECT BY THE INSPECTING AUTHORITY OR OTHER AFFECTED PARTIES.
- COMPLIANCE WITH THE ADAAG AND CBC CONSTRUCTION REQUIREMENTS AND CALIFORNIA TITLE 24 WILL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND HIS SUB-CONTRACTORS.

### PROJECT INFORMATION

ZONING:	RECREATION/			
APN:	013-131-038			
FLOOD ZONE:	X			
SITE AREA:	28.12 AC			
AREA DISTURBED:	0.1 AC			
SITE SLOPE:	3%			
MAX SLOPE WHERE GRADING OCCURS:	2%			

WDID NUMBER: NOT REQUIRED (LESS THAN 1 ACRE)

GRADING INFORMATION\*

20 CUBIC YARDS CUT QUANTITY FILL QUANTITY: 20 CUBIC YARDS **0 CUBIC YARDS EXPORT** NET CUT/FILL:

\* EARTHWORK QUANTITIES ARE PROVIDED FOR PERMITTING INFORMATION ONLY. THE QUANTITIES SHOWN ABOVE ARE NOT INTENDED FOR USE BY THE CONTRACTOR WHEN ESTIMATING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO GENERATE AND/OR VERIFY

### UTILITY INFORMATION

PACIFIC GAS AND ELECTRIC WWW.PGE.COM 1-800-PGE-5000

WATER/SEWER

#### CAMBRIA COMMUNITY SERVICES DISTRICT 1316 TAMSEN STREET, SUITE 201 CAMBRIA, CA 93428 805-927-6223

#### SURVEY NOTES

BENCHMARK THE BENCHMARK FOR THIS PROJECT IS NGS CONTROL POINT (DESIGNATION - Z 693 RESET, PID FV2058) AT THE INTERSECTION OF BURTON DRIVE AND MAIN STREET IN CAMBRIA, 29 FEET NORTHERLY OF INTERSECTION, IN PLANTER AREA NEXT TO PARKING LOT FOR NEW BANK OF AMERICA BUILDING, 0.6 FEET ABOVE SIDEWALK

#### ELEVATION = 67.90 FEET NAVD88

THE BASIS OF BEARING FOR THIS PROJECT IS BASED ON CA STATE PLANE COORDINATE SYSTEM ZONE V, NAD83 (1992), AS DEFINED BY CONTROL POINTS 19 AND 20 SHOWN ON 69 RS 74. THE BEARING BETWEEN THESE POINTS IS S 76° 42' 57" W PER SAID MAP.

TO CONTINUING CONSTRUCTION.

THE TOPOGRAPHIC INFORMATION SHOWN IN THESE DRAWINGS AND USED TO DESIGN THE INFORMATION SHOWN ON THESE DRAWINGS WAS PERFORMED AND PREPARED BY MBS LAND SURVEYS IN MAY, 2015. IF DISCREPANCIES ARE ENCOUNTERED DURING CONSTRUCTION THE SURVEYOR AND CONTRACTOR WILL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY AND PRIOR

PROPERTY OWNER:	CAMBRIA COMMUNITY SERVICES DISTRICT 1316 TAMSEN STREET, SUITE 201 CAMBRIA, CA 93428 805-927-6223
AGENCY:	COUNTY OF SAN LUIS OBISPO 1055 MONTEREY STREET SAN LUIS OBISPO, CA 93408 805-781-5000

P.O. BOX 199 CAMBRIA, CA 93428 805-706-0401

ATASCADERO, CA 93422 805-461-0965 ····· BIOLOGIST KEVIN MERK ASSOCIATES, LLC. PO BOX 318

CIVIL ENGINEER

ABBREVIATIONS					
APWA	AMERICAN PUBLIC WORKS	MJ	MECHANICAL JOINT		
	ASSOCIATION	MON	MONUMENT		
AC	ASPHALTIC CONCRETE	NAP	NOT A PART		
ARCH	ARCHITECT	OH / OHD	OVERHEAD UTILITY		
BLDG	BUILDING	P/A	PLANTER AREA		
BW	BOTTOM OF WALL	, P/L	PROPERTY LINE		
C/L	CENTERLINE	POC	POINT OF CONNECTION (UTILITY)		
СВ	CATCH BASIN	PP	POWER POLE		
CMU	CONCRETE MASONRY UNIT	PT	POINT OF TANGENCY		
CO	CLEANOUT	PUE	PUBLIC UTILITY EASEMENT		
CONC	CONCRETE	PVI	POINT OF VERTICAL INFLECTION		
DDC	DOUBLE DETECTOR CHECK	R/W. ROW	RIGHT OF WAY		
ECR	END CURB RETURN	RP	REDUCED PRESSURE BACKFLOW		
EG	EXISTING GRADE		DEVICE		
EL.	ELEVATION	SD	STORM DRAIN		
ENG	ENGINEER	SG	SUB-GRADE ELEVATION		
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER		
ESMT	EASEMENT	STA	STATION		
FF	FINISHED FLOOR ELEVATION	TB	THRUST BLOCK		
FG	FINISHED GROUND ELEVATION	TC	TOP OF CURB		
FH	FIRE HYDRANT	TEL	TELEPHONE		
FL	FLOW LINE	TF	TOP OF FOOTING		
FS	FINISHED SURFACE ELEVATION	TI	TRAFFIC INDEX		
GB	GRADE BREAK	TG	TOP OF GRATE		
GM	GAS METER	TW	TOP OF WALL		
GUY	GUY WIRE ANCHOR	VC	VERTICAL CURVE		
HP	HIGH POINT	VLT	VAULT		
IE	SEWER INVERT ELEVATION	WDID	WASTE DISCHARGE		
ICV	IRRIGATION CONTROL VALVE		IDENTIFICATION NUMBER		
INV	STORM DRAIN INVERT ELEVATION	WL	WATERLINE		
IRR	IRRIGATION	WM	WATER METER		
JP	JOINT POLE	WV	WATER VALVE		

## TABLE 1705.6 (2019 CALIFORNIA BUILDING CODE)

-			LISTED
×	1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		х
×	2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		Х
×	3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		х
×	4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	Х	
X	5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE		×

×	1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		Х
×	2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		х
×	3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		х
×	4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	Х	
M	5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE		v

STORM DRAIN LINE

------------------------(E) FLOWLINE

RETAINING WAL

×	1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		х
×	2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		х
×	3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		х
×	4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	Х	
M	5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE		V

### 6. PLACE HEAVILY TRAFFICKED AREAS SUCH AS THE MAINTENANCE YARD, EQUIPMENT, TOOLS, AND OTHER

NOISE REDUCTION PLAN

AS REQUIRED BY COUNTY ORDINANCE

SURROUNDING SENSITIVE NOISE RECEPTORS;

RECOMMENDED BY THE MANUFACTURER:

LANGUAGE): AND.

DEVELOPMENTAL BURNING

USED FOR DUST CONTROL

ADVANCE NOTICE IS GIVEN.

BOUNDARY CONCERNING THE CONSTRUCTION SCHEDULE;

3. SHIELD ESPECIALLY LOUD PIECES OF STATIONARY CONSTRUCTION EQUIPMENT;

LIMIT ALL PHASES OF CONSTRUCTION TO THE HOURS OF 7:00 AM TO 9:00PM MONDAY THROUGH FRIDAY

REGULAR NOTIFICATION OF ALL EXISTING AND FUTURE RESIDENCES WITHIN 1,000 FEET OF THE SITE

4. LOCATE PORTABLE GENERATORS, AIR COMPRESSORS, ETC. AWAY FROM SENSITIVE NOISE RECEPTORS;

5. LIMIT GROUPING MAJOR PIECES OF EQUIPMENT OPERATING IN ONE AREA TO THE GREATEST EXTENT

CONSTRUCTION ORIENTED OPERATIONS IN LOCATIONS THAT WOULD BE LEAST DISRUPTIVE TO

MANUFACTURERS' RECOMMENDED NOISE ABATEMENT MEASURES, SUCH AS MUFFLERS, ENGINE COVERS,

AND ENGINE VIBRATION ISOLATORS INTACT AND OPERATIONAL INTERNAL COMPUSTION ENGINES LISED

FOR ANY PURPOSE ON OR RELATED TO THE JOB SHALL BE EQUIPPED WITH A MUFFLER OR BAFFLE OF A TYPE

CONDUCT WORKER-TRAINING MEETINGS TO EDUCATE AND ENCOURAGE NOISE AWARENESS AND

SENSITIVITY. THIS TRAINING SHOULD FOCUS ON WORKER CONDUCT WHILE IN THE VICINITY OF SENSITIVE

RECEPTORS (I.E., MINIMIZING AND LOCATING THE USE OF CIRCULAR SAWS IN AREAS ADJACENT TO

SENSITIVE RECEPTORS AND BEING MINDFUL OF SHOUTING AND THE LOUD USE OF ATTENTION DRAWING

CONSTRUCTION NOISE AND UPCOMING CONSTRUCTION ACTIVITIES LIKELY TO PRODUCE AN ADVERSE NOISE

ENVIRONMENT ARE EXPECTED NOTICING SHALL PROVIDE PHONE NUMBER OF THE PROJECT MANAGER

CONSTRUCTION FOREMAN, AND ANY OTHER PERTINENT PROJECT TEAM MEMBERS. THIS NOTICE SHALL BE

GIVEN ONE WEEK IN ADVANCE, AND AT A MINIMUM OF ONE DAY IN ADVANCE IF ANTICIPATED ACTIVITIES

HAVE CHANGED (I.E., NOTICE IN LOCAL PUBLICATION, TEMPORARY SIGNAGE POSTINGS, ETC.). PROJECT

REPRESENTATIVES SHALL VERBALLY NOTIFY ALL SURROUNDING RESIDENTIAL OWNERS IF ONE DAY

WATER TRUCKS OR SPRINKLER SYSTEMS SHALL BE USED IN SUFFICIENT QUANTITIES TO PREVENT AIRBORNE

DUST FROM LEAVING THE SITE. INCREASED WATERING FREQUENCY SHALL BE REQUIRED WHENEVER WIND

SPEEDS EXCEED 15 MPH, RECLAIMED (NON-POTABLE) WATER SHALL BE USED WHENEVER POSSIBLE, SINCE

WATER USE IS A CONCERN DUE TO DROUGHT CONDITIONS. THE CONTRACTOR OR BUILDER SHALL CONSIDER

THE USE OF AN APCD APPROVED DUST SUPPRESSANT WHERE FEASIBLE TO REDUCE THE AMOUNT OF WATER

EXPOSED GROUND AREAS THAT ARE PLANNED TO BE REWORKED AT DATES GREATER THAN ONE MONTH AFTER

INITIAL GRADING SHALL BE SOWN WITH A FAST-GERMINATING NATIVE GRASS SEED (NATIVE TO THE FRP) AND

5. ALL DISTURBED SOIL AREAS NOT SUBJECT TO RE-VEGETATION SHALL BE STABILIZED USING APPROVED

ALL ROADWAYS, DRIVEWAYS, SIDEWALKS, ETC. TO BE PAVED SHOULD BE COMPLETED AS SOON AS POSSIBLE

VEHICLE SPEED FOR ALL CONSTRUCTION VEHICLES SHALL BE POSTED TO NOT EXCEED 15 MPH ON ANY UNPAVED

LEAST TWO FEET OF FREE BOARD (MINIMUM VERTICAL DISTANCE BETWEEN TOP OF LOAD AND TOP OF

8. ALL TRUCKS HAULING DIRT, SAND, OR OTHER LOOSE MATERIALS ARE TO BE COVERED OR SHALL MAINTAIN AT

9. WHEEL WASHERS SHALL BE INSTALLED WHERE VEHICLES ENTER AND EXIT UNPAVED ROADS ONTO STREETS, OR

10. STREETS SHALL BE SWEPT AT THE END OF EACH DAY IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT

11. PERMANENT DUST CONTROL MEASURES SHALL BE IMPLEMENTED AS SOON AS POSSIBLE FOLLOWING

12. THE CONTRACTOR OR BUILDER SHALL DESIGNATE A PERSON OR PERSONS TO MONITOR FUGITIVE DUST

EMISSIONS AND ENHANCE THE IMPLEMENTATION OF THE MEASURES AS NECESSARY TO MINIMIZE DUST

COMPLAINTS AND REDUCE VISIBLE EMISSIONS BELOW THE APCD'S 20% OPACITY FOR GREATER THAN THREE

MINUTES IN AND 60 MINUTE PERIOD. THEIR DUTIES SHALL INCLUDE HOLIDAYS AND WEEKEND PERIODS WHEN

WORK MAY NOT BE IN PROGRESS. THE NAME AND TELEPHONE NUMBER OF SUCH PERSONS SHALL BE PROVIDED

ON ROAD DIESEL VEHICLES SHALL COMPLY WITH SECTION 2485 OF TITLE 13 OF THE CALIFORNIA CODE OF

REGULATIONS. THIS REGULATION LIMITS IDLING FROM DIESEL FUELED COMMERCIAL MOTOR VEHICLES WITH

GROSS VEHICULAR WEIGHT RATINGS OF MORE THAN 10.000 LBS AND LICENSED FOR OPERATION ON

HIGHWAYS, IT APPLIES TO CALIFORNIA AND NON CALIFORNIA BASE VEHICLES, IN GENERAL, THE REGULATION

1.1. SHALL NOT IDLE THE VIHICLE'S PRIMARY DIESEL ENGINE FOR GREATER THAN FIVE MINUTES AT ANY

1.2. SHALL NOT OPERATE A DIESEL FUELED AUXILIARY POWER SYSTEM (APS) TO POWER A HEATER, AIR

2. OFF ROAD DIESEL EQUIPMENT SHALL COMPLY WITH THE FIVE MINUTE IDLING RESTRICTION IDENTIFIED IN

4. SIGNS MUST BE POSTED IN THE DESIGNATED QUEING AREAS AND JOB SITES TO REMIND DRIVERS AND

8. IN ADDITION TO THE STATE REQUIRED DIESEL IDLING REQUIREMENTS. THE PROJECT APPLICANT SHALL COMPLY

WITH THESE MORE RESTRICTIVE REQUIREMENTS TO MINIMIZE IMPACTS TO NEARBY SENSITIVE RECEPTORS:

IF THE PROPOSED PROJECT INCREASES VEHICLE TRAFFIC BY 36 OR MORE TRIPS PER DAY, THE APCD

1.1. FOR THE LIFE OF THE PROJECT, PAVE AND MAINAIN THE ROADS, DRIVEWAYS, AND/OR PARKING AREAS; OR

1.2. FOR THE LIFE OF THE PROJECT, MAINTAIN THE UNPAVED ROADS, DRIVEWAYS, AND/OR PARKING AREAS

1.3. TO IMPROVE THE DUST SUPPRESSANT'S LONG TERM EFICACY, THE APPLICANT SHALL ALSO IMPLEMENT

WITH A DUST SUPPRESSANT (SEE TECHNICAL APPENDIX 4.3 OF THE APCD'S CEQA HANDBOOK FOR A LIST OF

APCD APPROVED SUPPRESSANTS) SUCH THAT FUGITIVE DUST EMISIONS DO NOT EXCEED THE APCD 20%

OPACITY LIMIT FOR GREATER THAN THREE MINUTES IN AND 60 MINUTE PERIOD OR PROMPT NUISANCE

AND MAINTAIN DESIGN STANDARDS TO ENSURE VEHICLES THAT USE THE ONSITE UNPAVED ROADS ARE

8.1. STAGING AND QUEING AREAS SHALL NOT BE LOCATED WITHIN 1.000 FT OF SENSITIVE RECEPTORS:

DIESEL IDLING WITHIN 1,000 FT OF SENSITIVE RECEPTORS SHALL NOT BE PERMITTED;

8.4. SIGNS THAT SPECIFY THE NO IDLING AREAS MUST BE POSTED AND ENFORCED AT THE SITE.

THE SPECIFIC REQUIREMENTS AND EXCEPTIONS IN THE REGULATIONS CAN BE REVIEWED AT THE FOLLOWING

WWW.ARB.CA.GOV/MSPROG/TRUCK-IDLING/2845.PDF

SECTION 2449(d)(2) FO THE CALIFORNIA AIR RESOURCES BOARD'S IN USE OFF ROAD DIESEL REGULATION.

CONDITIONER OR ANY ANCILLARY FOLLIPMENT ON THAT VEHICLIE DURING SLEEPING OR RESTING IN A

SLEEPER BERTH FOR GREATER THAN FIVE MINUTES AT ANY LOCATION WHEN WITHIN 1,000 FT OF A

LOCATION, EXCEPT AS NOTED IN SUBSECTION (d) OF THE REGULATION; AND

RESTRICTED AREA, EXCEPT AS NOTED IN SUBSECTION (d) OF THE REGULATION.

TO THE APCD COMPLIANCE DICISION PRIOR TO THE START OF ANY GRADING, EARTHWORK, OR DEMOLITION.

PAVED ROADS. WATER SWEEPERS WITH RECLAIMED WATER SHALL BE USED WHEN FEASIBLE.

AFTER INITIAL SITE GRADING. IN ADDITION, BUILDING PADS SHALL BE LAID AS SOON AS POSSIBLE AFTER

CHEMICAL SOIL BINDERS, JUTE NETTING, OR OTHER METHODS APPROVED IN ADVANCE BY THE APCD.

DEVELOPMENTAL BURNING OF VEGETATIVE MATERIAL IS PROHIBITED IN SAN LUIS OBISPO COUNTY.

AIR POLLUTION CONTROL DISTRICT (APCD) NOTES

REDUCE THE AMOUNT OF DISTURBED AREA WHERE POSSIBLE.

ALL DIRT STOCKPILE AREAS SHALL BE SPRAYED DAILY AS NEEDED.

WATERED UNTIL VEGETATION IS ESTABLISHED.

SURFACE AT THE CONSTRUCTION SITE.

CONSTRUCTION PHASE IDLING LIMITATIONS

SPECIFIES:

TRAILER) IN ACCORDANCE WITH CVC § 23114

GRADING UNLESS SEEDING OR SOIL BINDERS ARE USED.

WASH OFF TRUCKS AND EQUIPMENT LEAVING THE SITE

COMPLETION OF ANY SOIL DISTURBING ACTIVITIES.

OPERATORS OF THE STATE'S FIVE MINUTE IDLING LIMIT

WWW.ARB.CA.GOV/REGACT/2007/ORDIESL07/FROOAL.PDF

8.3. USE OF ALTERNATIVE FUELED EQUIPMENT IS RECOMMENDED;

RECOMMENDS THAT THE PROJECT IMPLEMENT THE FOLLOWING:

PHYSICALLY LIMITED TO A POSTED SPEED LIMIT OF 15 MPH OR LESS.

9. NOTIFY SURROUNDING RESIDENCES IN ADVANCE OF THE CONSTRUCTION SCHEDULE WHEN UNAVOIDABLE

7. USE NEWER EQUIPMENT THAT IS QUIETER AND ENSURE THAT ALL EQUIPMENT ITEMS HAVE THE

#### PROJECT PARTICIPANTS

CAMBRIA COMMUNITY SERVICES DISTRICT 1316 TAMSEN STREET, SUITE 201 CAMBRIA, CA 93428 805-927-6223
COUNTY OF SAN LUIS OBISPO 1055 MONTEREY STREET SAN LUIS OBISPO, CA 93408 805-781-5000

CIVIL DESIGN STUDIO, INC MONTE SOTO, P.E., QSD

GEOTECHNICAL ENGINEER MID COAST GEOTECHNICAL, INC. SPECIAL INSPECTOR DANE JENSEN, PE, GE 3124 EL CAMINO REAL

> KEVIN MERK, PRINCIPAL BIOLOGIST SAN LUIS OBISPO, CA 93406 805-748-5837

MANHOLF

LEGEND

ABBRE	VIATIONS		
APWA	AMERICAN PUBLIC WORKS	MJ	MECHANICAL JOINT
	ASSOCIATION	MON	MONUMENT
AC	ASPHALTIC CONCRETE	NAP	NOT A PART
ARCH	ARCHITECT	OH / OHD	OVERHEAD UTILITY
BLDG	BUILDING	P/A	PLANTER AREA
BW	BOTTOM OF WALL	P/L	PROPERTY LINE
C/L	CENTERLINE	POC	POINT OF CONNECTION (UTILITY)
CB	CATCH BASIN	PP	POWER POLE
CMU	CONCRETE MASONRY UNIT	PT	POINT OF TANGENCY
CO	CLEANOUT	PUE	PUBLIC UTILITY EASEMENT
CONC	CONCRETE	PVI	POINT OF VERTICAL INFLECTION
DDC	DOUBLE DETECTOR CHECK	R/W. ROW	RIGHT OF WAY
ECR	END CURB RETURN	RP	REDUCED PRESSURE BACKFLOW
EG	EXISTING GRADE		DEVICE
EL.	ELEVATION	SD	STORM DRAIN
ENG	ENGINEER	SG	SUB-GRADE ELEVATION
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
ESMT	EASEMENT	STA	STATION
FF	FINISHED FLOOR ELEVATION	TB	THRUST BLOCK
FG	FINISHED GROUND ELEVATION	TC	TOP OF CURB
FH	FIRE HYDRANT	TEL	TELEPHONE
FL	FLOW LINE	TF	TOP OF FOOTING
FS	FINISHED SURFACE ELEVATION	TI	TRAFFIC INDEX
GB	GRADE BREAK	TG	TOP OF GRATE
GM	GAS METER	TW	TOP OF WALL
GUY	GUY WIRE ANCHOR	VC	VERTICAL CURVE
HP	HIGH POINT	VLT	VAULT
IE	SEWER INVERT ELEVATION	WDID	WASTE DISCHARGE
ICV	IRRIGATION CONTROL VALVE		IDENTIFICATION NUMBER
INV	STORM DRAIN INVERT ELEVATION	WL	WATERLINE
IRR	IRRIGATION	WM	WATER METER

CHECK IF REQUIRED	VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
×	1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.		X
×	2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.		X
×	3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.		х
×	4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	Х	
	5. PRIOR TO PLACEMENT OF		

SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.

SANITARY SEWER LINE

SEWER FORCE MAIN

(E) MAJOR CONTOUR

(E) MINOR CONTOUR

WATERLINE

— E — (E) ELECTRIC LINE

ASPHALT PAVING CONCRETE IN DRIVE AISLE

CONCRETE IN PEDESTRIAN AREA PLANTER AREA

DETECTABLE WARNING SURFACE

(435.55) (E) ELEVATION FINISH SURFACE ELEVATION

1.0% FINISH SURFACE GRADE

(1.0%) (E) SURFACE GRADE

(E) SD MANHOLE (E) SS MANHOLE (E) SD CATCH BASIN (E) SD/SS CLEANOU

(E) FIRE HYDRANT (E) WATER METER (E) WATER VALVE

(E) BACKFLOW DEVICE (E) FIRE DEPARTMENT CONNECTION (E) POST INDICATOR VALVE (E) GREASE INTERCEPTOR

SD MANHOLE SS MANHOLE SD CATCH BASIN

SD/SS CLEANOUT FIRE HYDRANT WATER METER WATER VALVE BACKFLOW DEVICE

FIRE DEPARTMENT CONNECTION POST INDICATOR VALVE GREASE INTERCEPTOR YARD DRAIN

THRUST BLOCK

PROJECTS, PHASE 1 HAS BEEN CONSTRUCTED. THE COMPLETE PROJECT ROAD MAP AND COMPLETE SCOPE OF WORK IS SHOWN BELOW FOR REFERENCE. THE CURRENT PHASE 2 SCOPE IS SHOWN IN BLACK TEXT. PHASE 1 AND OTHER FUTURE PHASES IS SHOWN IN SHADED TEXT FOR REFERENCE.

VICINITY MAP

NOT TO SCALE

THIS CURRENT PROPOSED PROJECT IS PHASE 2 OF A LARGER PROJECT THAT INCLUDES MULTIPLE FUTURE

**PROJECT SIT** 

#### SCOPE OF WORK PHASE #2 (THESE PLANS):

PROJECT ROAD MAP

SITE PREP FOR INSTALLATION OF A 168 SQ FT PRE-MANUFACTURERED BATHROOM BUILDING WITH AN HCD TAG. THIS PROJECT REQUIRES 20 CUBIC YARDS OF CUT AND 20 CUBIC YARDS OF FILL OVER AN AREA OF 0.1 ACRE. UTILITIES INCLUDE RECYCLED WATER FOR FLUSHING, POTABLE WATER FOR HAND WASHING / DRINKING, CONNECTION TO THE PUBLIC SEWER, AND ELECTRICAL FOR THE PRE-MANUFACTURERED BUILDING. THE PROJECT ALSO INCLUDES ACCESSIBLE SIDEWALK, WHICH CONNECTS THE EXISTING ACCESSIBLE PARKING SPACES TO THIS ACCESSIBLE BATHROOM BUILDING.

#### FUTURE PHASES - REFERENCE PROJECT ROAD MAP FOR PHASE 1 PLANS.

#### PRE-CONSTRUCTION MEETING

THE COUNTY WILL SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO COMMENCEMENT OF WORK. THE MEETING WILL INCLUDE (AT A MINIMUM) THE OWNER/REPRESENTATIVE. CONTRACTORS. THE ENGINEER OF RECORD. THE GEOTECHNICAL ENGINEER. BIOLOGIST. PERTINENT UTILITY COMPANY REPRESENTATIVES, THE SURVEYOR, AND AGENCY STAFF. AT THE PRE-CONSTRUCTION MEETING THE INSPECTOR, GEOTECHNICAL ENGINEER, AND CONTRACTOR ARE REQUIRED TO GO OVER THE SPECIAL INSPECTION REPORTING REQUIREMENTS, EROSION CONTROL, AND VERIFY THAT THE SPECIAL INSPECTORS ARE APPROVED.

SEPARATE PERMITS ARE REQUIRED FOR ALL FUTURE WORK NOT INCLUDED IN THESE PLANS. THIS INCLUDES BUILDINGS, WALKWAYS, SPORTS FIELDS, PLAYGROUND EQUIPMENT, DISABLED ACCESS COMPLIANCE, LIGHTING, AND ALL UTILITIES.

#### SEE TABLE 1705.6 FROM THE 2019 CALIFORNIA BUILDING CODE TO THE LEFT.

PER COA 17 SOIL MATERIAL FOR THIS PROJECT WILL BE MOVED AT A RATE LESS THAN 2,000 CUBIC YARDS PER DAY, AND LESS THAN 53,500 CUBIC YARDS PER QUARTER.

#### REPORTS REQUIRED FINAL REPORTS SHALL BE REQUIRED IN ACCORDANCE WITH TITLE 19 FOR ENGINEERED GRADING.

THE ENGINEER OF RECORD SHALL PROVIDE A FINAL REPORT VERIFYING THE WORK PERFORMED IS IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS. A SOIL OR CIVIL ENGINEER SHALL DETERMINE THAT THE GRADING PERFORMED IS IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS AND IS SUITABLE TO SUPPORT ALL OF THE INTENDED

FEATURES.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE A LIST OF ALL HEAVY DUTY CONSTRUCTION FOUIPMENT THAT WILL BE USED DURING THE PROJECT TO THE APCD. THIS LIST SHALL INCLUDE THE FOLLOWING: YEAR, MAKE, MODEL, & ENGINE SIZE.

NOTIFICATION NOTE

APCD PRIOR TO THE PRE-CONSTRUCTION MEETING.

Sheet Number

C200

C300

C700

PRIOR TO CONSTRUCTION, THE OWNER SHALL NOTIFY/INFORM ALL SURROUNDING RESIDENTS/NEIGHBORS ADJACENT TO THIS PROPERTY OF THE PROPOSED PROJECT AND SCHEDULE.

Sheet List Table

Sheet Title

TITLE SHEET

CONDITIONS OF APPROVAL

EXISTING CONDITIONS

SITE PLAN

GRADING AND DRAINAGE PLAN

UTILITY PLAN

DETAIL SHEET

TITLE SHEET ACCESSIBILITY COMPLIANC

FLOOR PLAN, STRUCTURAL DESIGN & SCHEDULES

BUILDING SECTIONS, ROOF FRAMING & T.O. THE WALL CAP BEAM PLANS

EXTERIOR ELEVATIONS & SCHEDULES

**INTERIOR ELEVATIONS & SCHEDULES** 

PLUMBING PLAN & SCHEDULES

**ELECTRICAL PLAN & SCHEDULES** 

CONCRETE SLAB & STEEL PERIMETER PLAN & DETAILS

DIAL TOLL FREE

811 OR

(1-800-227-2600)

AT LEAST TWO DAYS

BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF CALIFORNIA

EROSION CONTROL PLAN

~

PLAN CHECK CORRECTIONS 1/24/2024

REVIEWED BY: REPARED BY: MRS January 24, 2024

TITLE SHEET

ENGINEER OF RECORD: UNTY OF SLO PLANNING ANI

VIEWED FOR CODE COMPLIANCE by Matt Varvel PMTC2022-00061 Date inty or state laws. ce this permit or requ y are in error. These proved plans shall be made availabl

4

 $\Delta$ 

4

ons are requested.

THE CONTRACTOR SHALL PROVIDE AUTHORITY TO CONSTRUCT FROM THE

S

**AS SHOWN** 

13-109.6

SHEET 1 OF 8 SHEETS

#### CONDITIONS OF APPROVAL

DEVELOPMENT OF A COMMUNITY PARK ON THE EAST FRP:

- THIS APPROVAL AUTHORIZES IMPLEMENTATION OF THE PUBLIC ACCESS AND MANAGEMENT PLAN AND THE PROPOSED COMMUNITY PARK MASTER PLAN FOR THE FISCALINI RANCH PRESERVE (FRP).
- THE PROJECT INCLUDES: • IMPROVEMENTS AND ADDITIONS TO THE EXISTING TRAIL SYSTEM ON THE WEST FRP AND EAST FRP (SEE TABLE A FOR LIST OF SPECIFIC TRAILS); MANAGEMENT AND RESTORATION OF RESOURCES ON THE ERP-
- O THE COMMUNITY PARK PLAN INCLUDES ONE SPORTS FIELD (SUPPORTING 4 GAMES), A CHILDREN'S PLAYGROUND, DOG PARK, PATHS, NATURAL AREAS, AND PICNIC AREAS. • EACH PROPOSED TRAIL WILL BE DESIGNED FOR A SPECIFIC USE OR MULTIPLE USES, INCLUDING HIKING, BIKING, EQUESTRIAN, AND AMERICAN DISABILITIES ACT (ADA) ACCESSIBILITY. • RESTORATION PROJECTS THROUGHOUT THE FRP, BUT PRIMARILY ON THE WEST FRP, INCLUDING RIPARIAN AND WETLAND HABITAT RESTORATION, BLUFF AND GULLY STABILIZATION, ERADICATION OF WEEDS AND INVASIVE PLANTS, AND
- MAINTENANCE OF GRASSLAND. • SIGNAGE THROUGHOUT THE FRP TO EDUCATE AND INFORM THE PUBLIC REGARDING SENSITIVE NATURAL RESOURCES AND • THIS DEVELOPMENT PLAN IS A PHASED PROJECT AND MUST BE VESTED WITHIN TWELVE (12) YEARS FROM THE DATE OF APPROVAL AS FURTHER DEFINED IN CONDITION 112. TIME EXTENSIONS PAST 12 YEARS SHALL NOT BE GRANTED.

#### NDITIONS REQUIRED TO BE COMPLETED AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMITS:

AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMITS PLANS SUBMITTED SHALL SHOW ALL DEVELOPMENT CONSISTENT WITH THE APPROVED SITE PLAN, FLOOR PLAN, ARCHITECTURAL ELEVATIONS AND LANDSCAPE PLAN

- AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMITS. THE APPLICANT SHALL PROVIDE DETAILS ON ANY PROPOSED. EXTERIOR LIGHTING. IF APPLICABLE. THE DETAILS SHALL INCLUDE THE HEIGHT. LOCATION. AND INTENSITY OF ALL EXTERIOR LIGHTING. ALL LIGHTING FIXTURES SHALL BE SHIELDED SO THAT NEITHER THE LAMP NOR THE RELATED REFLECTOR INTERIOR SURFACE IS VISIBLE FROM ADJACENT PROPERTIES. LIGHT HOODS SHALL BE DARK COLORED.
- 4. **AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMITS**, ALL PLANS SUBMITTED TO THE DEPARTMENT OF PLANNING AND BUILDING SHALL MEET THE FIRE AND LIFE SAFETY REQUIREMENTS OF THE CALIFORNIA FIRE CODE.
- 5. At the time of application for construction permits, the applicant shall provide a letter from cambria
- 6 AT THE TIME OF APPLICATION FOR ANY REQUIRED CONSTRUCTION PERMITS. THE APPLICANT SHALL SUBMIT COMPLETE DRAINAGE PLANS AND FROSION AND SEDIMENTATION CONTROL PLANS FOR REVIEW AND APPROVAL IN ACCORDANCE WITH TITLE 23 OF THE LAND USE ORDINANCE.

#### MITIGATION MEASURES 7. AES/MM-4 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, AND PRIOR TO SITE DISTURBANCE,

KEEPING WITH APPLICABLE ADA AND SAFETY STANDARDS.

COMMUNITY SERVICES DISTRICT STATING THEY ARE WILLING AND ABLE TO SERVICE THE PROPERTY.

- PROPOSED TRAIL AND ROAD DESIGN PLANS SHALL INCLUDE THE FOLLOWING STANDARDS AND CONCEPTS: ALL BOARDWALKS, BRIDGES, RETAINING STRUCTURES, EDGE STOPS, RAILING AND OTHER VISIBLE FEATURES SHALL BE MADE OF NATURAL OR NATURAL APPEARING MATERIALS THAT HAVE LOW REFLECTIVE QUALITIES AND DO NOT VISUALLY CONTRAST WITH THE NATURAL COLORS OF THE ADJACENT LANDCOVER.
- ALL PATH AND ACCESS ROAD SURFACES, INCLUDING EMERGENCY AND MAINTENANCE VEHICLE ROADS SHALL MATCH THE COLOR OF THE ADJACENT NATIVE EARTH. DECOMPOSED GRANITE AND POLYMER SURFACES, "ALL-WEATHER SURFACES," AMERICAN DISABILITIES ACT (ADA) COMPLIANT STABLE SURFACES. AND COMPACTED IMPORTED EARTH SURFACES SHALL BE DESIGNED AND CONSTRUCTED TO MATCH THE COLOR OF THE ADJACENT SOIL. THIS REQUIREMENT SHALL ALSO APPLY TO ALL ROAD-RELATED CULVERTS, ROCK SLOPE PROTECTION, AND DRAINAGE SYSTEM
- ALL TRAIL AND ROAD DESIGN SHALL MINIMIZE GRADING BY FOLLOWING THE NATURAL CONTOURS OF THE LAND AS MUCH AS POSSIBLE. WHERE GRADING IS UNAVOIDABLE, ALL SLOPES SHALL INCLUDE SLOPE-ROUNDING TO REDUCE THE ENGINEERED APPEARANCE OF THE EARTHWORK.
- 8. AES/MM-5 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, AND PRIOR TO SITE DISTURBANCE, A SIGNAGE PLAN SHALL BE PREPARED. AND SHALL INCLUDE THE FOLLOWING STANDARDS AND CONCEPTS: ALL SIGNS SHALL BE MADE OF NATURAL OR NATURAL APPEARING MATERIALS THAT HAVE LOW REFLECTIVE QUALITIES AND DO NOT VISUALLY CONTRAST WITH THE NATURAL COLORS OF THE ADJACENT LANDCOVER. EXCEPTIONS SHALL BE MADE IN

ALL SIGNS SHALL BE THE MINIMUM SIZE NECESSARY FOR THEIR INTENDED PURPOSE, IN KEEPING WITH APPLICABLE ADA

- ALL SIGNS SHALL BE PLACED IN THE LEAST VISUALLY OBTRUSIVE LOCATION POSSIBLE CONSISTENT WITH THEIRINTENDED PURPOSE, WITHOUT BLOCKING VIEWS OF THE PACIFIC OCEAN OR OTHER SCENIC RESOURCES, AND IN KEEPING WITH APPLICABLE ADA AND SAFETY STANDARDS.
- THE PROPOSED SIGNAGE PLAN SHALL BE DEVELOPED BY THE CCSD AND FRIENDS OF THE FISCALINI RANCH PRESERVE. AND INCORPORATED INTO THE MANAGEMENT PLAN PRIOR TO SUBMITTAL TO THE COUNTY.
- 9. AES/MM-8 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, AND PRIOR TO SITE DISTURBANCE TO ESTABLISH THE HIGHWAY 1 CENTRAL STAGING AREA, THE CCSD OR ITS DESIGNEE SHALL PROVIDE A COMPREHENSIVE VISUAL IMPACT ASSESSMENT TO THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING AND BUILDING FOR REVIEW AND APPROVAL THIS PLAN SHALL INCORPORATE THE FOLLOWING FLEMENTS:
- VISUAL SCREENING FROM HIGHWAY 1. LOCATION OF ANY STRUCTURES TO MINIMIZE VIEWS FROM HIGHWAY 1. SHIELDED LIGHTING (IF LIGHTING IS PROPOSED). APPROPRIATE COLORS AND MATERIALS CONSISTENT WITH THE COUNTY OF SAN LUIS OBISPO COMMUNITY PLAN, COUNTY DESIGN GUIDELINES, AND PUBLIC ACCESS AND MANAGEMENT PLAN.
- 10. AES/MM-10 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY FOR THE COMMUNITY PARK, THE CCSD OR ITS DESIGNEE SHALL PROVIDE A COMPREHENSIVE VISUAL IMPACT ASSESSMENT OF PROPOSED BUILDINGS AND ASSOC STRUCTURAL IMPROVEMENTS TO THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING AND BUILDING FOR REVIEW AND APPROVAL, PROPOSED STRUCTURES SHALL COMPLY WITH THE FOLLOWING PERFORMANCE STANDARDS:
- THE PROPOSED DESIGN SHALL INDUDE ELEMENTS CONSISTENT WITH THE RURAL CHARACTER OF CAMBRIA COLORS AND MATERIALS SHALL CONSIST OF EARTHTONE, MUTED COLORS CONSISTENT WITH SURROUNDING NATURAL ROOF MATERIALS SHALL BE NON-REFLECTIVE.
- 11. AES/MM-11 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY FOR THE COMMUNITY PARK, THE CCSD OR ITS DESIGNEE SHALL PROVIDE A SECURITY LIGHTING PLAN SHOWING SHIELDED FIXTURES AND THE USE OF MOTION SENSORS EXTERIOR LIGHTING SHALL BE LIMITED TO SECURITY LIGHTING ON THE COMMUNITY CENTER RESTROOMS. BRIDGE. PLAYGROUND, AND PARKING AREA. ALL EXTERIOR LIGHTING SHALL BE SHIELDED AND DIRECTED TO THE GROUND. ALI EXTERIOR LIGHTING SHALL NOT BE DIRECTED TOWARDS THE SKY, A STRUCTURE WALL, OR TOWARDS THE PROPERTY
- 12 AFS/MM-12 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY TO RELOCATE THE CCSD WATER WORKS OR COUNTY STORAGE YARD, THE CCSD OR ITS DESIGNEE SHALL SUBMIT DESIGN PLANS INCLUDING, BUT NOT LIMITED TO, THE
- FOLLOWING FLEMENTS COLORS AND MATERIALS SHALL CONSIST OF EARTHTONE, MUTED COLORS CONSISTENT WITH SURROUNDING NATURAL
- LANDSCAPE SCREENING, CONSISTING OF NATIVE (NATIVE TO THE FRP), DROUGHT TOLERANT PLANT AND SHRUB SPECIES, SHALL PROVIDE A MINIMUM OF 50 PERCENT SCREENING FROM THE PARK AREA. STORED AND STOCKPILED MATERIALS SHALL BE SHIFLDED FROM VIEW BY SOLID FENCING AND/OR NATIVE VEGETATION.
- 13. AFS/MM-13 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY TO RELOCATE THE CCSD WATER FACILITY OR COUNTY STORAGE YARD, THE CCSD OR ITS DESIGNEE SHALL PROVIDE A COMPREHENSIVE VISUAL IMPACT ASSESSMENT TO THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING AND BUILDING FOR REVIEW AND APPROVAL.
- 14. AG/MM-1 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO FOR DEVELOPMENT OF THE COMMUNITY PARK MASTER PLAN. THE CCSD OR ITS DESIGNEE SHALL SUBMIT GRADING PLANS INCORPORATING SOIL CAPPING OF POTENTIALLY PRODUCTIVE AGRICULTURAL SOILS, WHERE FEASIBLE.

#### 15. AO/M M-1 UPON APPLICATION FOR CONSTRUCTION PERMITS AND PRIOR TO SITE DISTURBANCE. A DUST CONTROL PLAN SHALL BE PREPARED AND SUBMITTED TO THE APCD FOR APPROVAL PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. THE DUST CONTROL PLAN SHALL USE APCD APPROVED BMPS AND DUST MITIGATION MEASURES;

- PROVIDE PROVISIONS FOR MONITORING DUST AND CONSTRUCTION DEBRIS DURING CONSTRUCTION: DESIGNATE A PERSON OR PERSONS TO MONITOR THE DUST CONTROL PROGRAM AND TO ORDER INCREASED WATERING OR OTHER MEASURES AS NECESSARY TO PREVENT TRANSPORT OF DUST OFF-SITE. DUTIES SHOULD INCLUDE HOLIDAY AND WEEKEND PERIODS WHEN WORK MAY NOT BE IN PROGRESS;
- PROVIDE THE NAME AND TELEPHONE NUMBER OF SUCH PERSONS TO THE APED PRIOR TO CONSTRUCTION COMMENCEMENT. IDENTIFY COMPLIANT HANDLING PROCEDURES. FILL OUT A DAILY DUST OBSERVATION LOG.
- 16. AO/MM-3 UPON APPLICATION FOR CONSTRUCTION PERMITS AND PRIOR TO SITE DISTURBANCE. THE FOLLOWING MITIGATION MEASURES SHALL BE SHOWN ON ALL PROJECT PLANS AND IMPLEMENTED DURING THE APPROPRIATE GRADING AND CONSTRUCTION PHASES TO REDUCE PM10 EMISSIONS DURING EARTH MOVING ACTIVITIES: REDUCE THE AMOUNT OF THE DISTURBED AREA WHERE POSSIBLE.
- WATER TRUCKS OR SPRINKLER SYSTEMS SHALL BE USED IN SUFFICIENT QUANTITIES TO PREVENT AIRBORNE DUST FROM LEAVING THE SITE. INCREASED WATERING FREQUENCY SHALL BE REQUIRED WHENEVER WIND SPEEDS EXCEED 15 MPH. RECLAIMED (NON-POTABLE) WATER SHALL BE USED WHENEVER POSSIBLE ALL DIRT STOCKPILE AREAS SHALL BE SPRAYED DAILY AS NEEDED. EXPOSED GROUND AREAS THAT ARE PLANNED TO BE REWORKED AT DATES GREATER THAN ONE MONTH AFTER INITIAL
- GRADING SHALL BE SOWN WITH A FAST-GERMINATING NATIVE GRASS SEED (NATIVE TO THE FRP) AND WATERED UNTIL VEGETATION IS ESTABLISHED. ALL DISTURBED SOIL AREAS NOT SUBJECT TO RE-VEGETATION SHALL BE STABILIZED USING APPROVED CHEMICAL SOIL BINDERS. JUTE NETTING. OR OTHER METHODS APPROVED IN ADVANCE BY THE APCD. ALL ROADWAYS, DRIVEWAYS, SIDEWALKS, ETC. TO BE PAVED SHOULD BE COMPLETED AS SOON AS POSSIBLE AFTER INITIAL
- SITE GRADING. IN ADDITION, BUILDING PADS SHALL BE LAID AS SOON AS POSSIBLE AFTER GRADING UNLESS SEEDING OR VEHICLE SPEED FOR ALL CONSTRUCTION VEHICLES SHALL BE POSTED TO NOT EXCEED 15 MPH ON ANY UNPAVED SURFACE AT THE CONSTRUCTION SITE.
- ALL TRUCKS HAULING DIRT, SAND, OR OTHER LOOSE MATERIALS ARE TO BE COVERED OR SHALL MAINTAIN AT LEAST TWO FEET OF FREE BOARD (MINIMUM VERTICAL DISTANCE BETWEEN TOP OF LOAD AND TOP OF TRAILER) IN ACCORDANCE WITH FVF § 23114. WHEEL WASHERS SHALL BE INSTALLED WHERE VEHICLES ENTER AND EXIT UNPAVED ROADS ONTO STREETS. OR WASH OFF
- TRUCKS AND EQUIPMENT LEAVING THE SITE. STREETS SHALL BE SWEPT AT THE END OF EACH DAY IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PAVED ROADS. WATER SWEEPERS WITH RECLAIMED WATER SHALL BE USED WHEN FEASIBLE. PERMANENT DUST CONTROL MEASURES SHALL BE IMPLEMENTED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF ANY SOIL DISTURBING ACTIVITIES.
- 17. AQ/MM-5 UPON APPLICATION FOR CONSTRUCTION PERMITS AND PRIOR TO SITE DISTURBANCE, THE APPLICANT SHALL SUBMIT GRADING PLANS AND A CONSTRUCTION SCHEDULE DEMONSTRATING THAT SOIL MATERIAL WOULD NOT BE MOVED AT A RATE MORE THAN 53,500 CUBIC YARDS (CY) IN A QUARTER OR 2,000 CY IN A DAY. IF MATERIAL WOULD BE MOVED AT THIS RATE (OR GREATER), THE APPLICANT SHALL IMPLEMENT THE FOLLOWING STANDARD APCD MITIGATION MEASURES FOR THE PROJECT'S
- CONSTRUCTION EQUIPMENT: MAINTAIN ALL CONSTRUCTION EQUIPMENT IN PROPER TUNE ACCORDING TO MANUFACTURER'S SPECIFICATIONS. FUEL ALL OFF-ROAD AND PORTABLE DIESEL POWERED EQUIPMENT. INCLUDING BUT NOT LIMITED TO BULLDOZERS. GRADER, CRANES, LOADERS, SCRAPERS, BACKHOES, GENERATOR SETS, COMPRESSORS, AUXILIARY POWER UNITS, WITH AIR RESOURCES BOARD (ARB) CERTIFIED MOTOR VEHICLE DIESEL FUEL (NON-TAXED VERSION SUITABLE FOR USE OFF-ROAD). MAXIMIZE TO THE EXTENT FEASIBLE. THE USE OF DIESEL CONSTRUCTION EQUIPMENT MEETING THE ARB'S 1996 OR
- NEWER CERTIFICATION STANDARD FOR OFF-ROAD HEAVY-DUTY DIESEL ENGINES. ALL ON AND OFF-ROAD DIESEL EQUIPMENT SHALL NOT BE ALLOWED TO IDLE FOR MORE THAN 5 MINUTES. SIGNS SHALL BE POSTED IN THE DESIGNATED QUEUING AREAS TO REMIND DRIVERS AND OPERATORS OF THE 5 MINUTE IDLING LIMIT. ELECTRIFY EQUIPMENT WHERE FEASIBLE.
- SUBSTITUTE GASOLINE-POWERED FOR DIESEL-POWERED EQUIPMENT WHERE FEASIBLE. USE ALTERNATIVELY FUELED CONSTRUCTION EQUIPMENT ON SITE WHERE FEASIBLE, SUCH AS COMPRESSED NATURAL GAS (CNG) LIQUEFIED NATURAL GAS (LNG), PROPANE, OR BIODIESEL. BEST AVAILABLE CONTROL TECHNOLOGY (BACT - IMPLEMENTATION OF DOCS OR CDPFS) FOR CONSTRUCTION EQUIPMENT
- SHALL BE REQUIRED AND THE APPLICANT SHALL PROVIDE THE GRADING AMOUNTS AND SCHEDULE TO THE APCD PLANNING DIVISION AS SOON AS THEY ARE AVAILABLE SO THAT THE APPROPRIATE LEVEL OF BACT CAN BE DEFINED. AT LEAST 3 MONTHS PRIOR TO CONSTRUCTION, THE CONSTRUCTION COMPANY AWARDED THE CONTRACT SHAL CONTACT THE APCD PLANNING DIVISION (805-781-5912) TO COORDINATE THE IMPLEMENTATION OF THIS MITIGATION MEASURE THIS COMPANY WILL ALSO PROVIDE THE APCD. WITH PROOF THAT THE STANDARD (A-H. AROVE) AND BACT MITIGATION MEASURES HAVE BEEN IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION ACTIVITY. THESE MEASURES SHALL BE SHOWN ON ALL GRADING AND CONSTRUCTION PLANS PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS.
- AQ/MM-6 UPON APPLICATION FOR CONSTRUCTION PERMITS AND PRIOR TO SITE DISTURBANCE, THE APPLICANTS SHALL: CONDUCT A GEOLOGIC ANALYSIS TO ENSURE THE PRESENCE/ABSENCE OF SERPENTINE ROCK ONSITE. THE GEOLOGIC ANALYSIS SHALL IDENTIFY IF NATURALLY OCCURRING ASBESTOS IS CONTAINED WITHIN THE SERPENTINE ROCK ONSITE:
- IF NATURALLY OCCURRING ASBESTOS IS FOUND AT THE PROJECT SITE. THE APPLICANT MUST COMPLY WITH ALL REQUIREMENTS OUTLINED IN THE ASBESTOS AIRBORNE TOXIC CONTROL MEASURES (ATCM). IN ADDITION, THE APPLICANTS SHALL WORK WITH THE APONTO PREPARE AN APON-APPROVED ASSESTOS, HEALTH, AND SAFETY PROGRAM AND AN ASBESTOS DUST CONTROL PLAN PRIOR TO DEVELOPMENT PLAN APPROVAL. THE ASBESTOS HEALTH AND SAFETY PROGRAM AND ASBESTOS DUST CONTROL PLAN MAY INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING:

EQUIPMENT OPERATOR SAFETY REQUIREMENTS: PROTECTIVE CLOTHING. BREATHING APPARATUSES TO PREVENT INHALATION

- DUST MITIGATION MEASURES: CONTINUALLY WATER SITE TO PREVENT AIRBORNE DUST MIGRATION. COVER ALL VEHICLE THAT HAUL MATERIALS FROM THE SITE IDENTIFICATION OF APCD-APPROVED DISPOSAL AREAS FOR ALL EXCAVATED MATERIALS
- 19. BIO/MM-1 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, FOR SITE DISTURBANCE WITHIN JURISDICTIONAL AREAS, THE CCSD, OR ITS DESIGNEE, SHALL OBTAIN ALL NECESSARY PERMITS, APPROVALS, AND AUTHORIZATIONS FROM JURISDICTIONAL AGENCIES. THESE MAY INCLUDE, BUT MAY NOT BE LIMITED TO: (1) ARMY CORPS OF ENGINEERS SECTION 404 NATIONWIDE PERMIT OR INDIVIDUAL PERMIT FOR IMPACTS TO ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS OR OTHER WATERS: (2) REGIONAL WATER OUALITY CONTROL BOARD SECTION 401 WATER OUALITY CERTIFICATION FOR DISCHARGES "WATERS OF THE U.S." AND/OR "WATERS OF THE STATE:" (3) CALIFORNIA DEPARTMENT OF FISH AND GAME SECTION 1602 STREAMBED ALTERATION AGREEMENT FOR ACTIVITIES WITHIN THE TOPS OF BANKS OR OUTER EDGES OF RIPARIAN CANOPIES (WHICHEVER EXTENDS FURTHEST FROM THE STREAMBEDS) OF DRAINAGES (4) U.S. FISH AND WILDLIFE SERVICE CONSULTATION; AND (5) NOAA FISHERIES CONSULTATION.

. IF NATURALLY-OCCURRING ASBESTOS IS NOT PRESENT, AN EXEMPTION REQUEST MUST BE FILED WITH THE APCD.

- 20. BIO/MM-3 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, AND SITE DISTURBANCE, THE CCSD OR ITS DESIGNEE SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) CONSISTENT WITH GUIDELINES, WHICH SHALL INCLUDE DETAILED SEDIMENT AND EROSION CONTROL PLANS CONSISTENT WITH ANY REQUIRED HABITAT MITIGATION MONITORING PLAN (HMMP). THE SWPPP SHALL SPECIFICALLY ADDRESS PROTECTION OF DRAINAGES, AND RIPARIAN AND WETLAND RESOURCES ON AND ADJACENT TO THE PROJECT SITE. COMPLIANCE SHALL BE VERIFIED BY THE PROJECT ENVIRONMENTAL MONITOR THROUGH SUBMISSION OF COMPLIANCE REPORTS.
- 1. BIO/MM-4 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, AND PRIOR TO SITE DISTURBANCE, ALL RIPARIAN AND WETLAND AREAS SHALL BE SHOWN ON ALL CONSTRUCTION PLANS. THE RIPARIAN/WETLAND AREAS SHOWN ON GRADING PLANS SHALL BE BASED ON THE FIELD DATA COLLECTED AND PRESENTED IN THE ENVIRONMENTAL IMPACT REPORT OR FROM ANY SUBSEQUENT SURVEY WORK. ALL RIPARIAN VEGETATION PLANNED FOR REMOVAL SHALL BE SPECIFIED ON CONSTRUCTION PLANS. EXCEPT FOR ACTIVITIES REQUIRING REMOVAL OF RIPARIAN TREES AND ASSOCIATED UNDERSTORY VEGETATION THAT ARE SPECIFIED ON CONSTRUCTION PLANS. ALL GROUND DISTURBANCES AND VEGETATION REMOVAL SHALL BE PROHIBITED WITHIN THE OUTER EDGE OF THE RIPARIAN CANOPY OF ANY DRAINAGE ONSITE.
- BIO/MM-10 PRIOR TO APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY AND PRIOR TO TRAIL CONSTRUCTION IN AREAS KNOWN TO CONTAIN SENSITIVE PLANT SPECIES OR NATIVE HABITATS, THE CCSD OR ITS DESIGNEE SHALL RETAIN A QUALIFIED BOTANIST/BIOLOGIST TO CONDUCT FOCUSED SURVEYS DURING THE APPROPRIATE FLOWERING PERIODS WITHIN THE SPECIFIC AREAS PROPOSED FOR DISTURBANCE, SURVEYS WILL FOCUS ON THOSE PLANTS AND HABITATS NOTED AS PRESENT OR AS HAVING A HIGH POTENTIAL FOR OCCURRENCE. BASED ON THE SURVEY RESULTS, TRAIL LOCATIONS SHALL BE

ALTERED WHERE POSSIBLE TO MINIMIZE DISTURBANCE OR LOSS OF IDENTIFIED PLANTS AND HABITATS

FSA OR FSA BUFFFR.

- 3. BIO/MM-13 PRIOR TO APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY AND PRIOR TO TRAIL CONSTRUCTION WITHIN SENSITIVE AREAS, THE CCSD OR ITS DESIGNEE SHALL ENSURE THAT ALL RESOURCES ARE CONSIDERED AND AVOIDED WHERE FEASIBLE. IF CONFLICTS ARISE, THE CCSD SHALL CONSULT WITH APPROPRIATE AGENCIES TO RESOLVE THE CONFLICTS (E.9., CALIFORNIA DEPARTMENT OF FISH AND GAME, CALIFORNIA COASTAL COMMISSION, ARMY CORPS OF ENGINEERS, OFFICE OF HISTORIC PRESERVATION, COUNTY OF SAN LUIS OBISPO).
- 4. CUL T/MM-1 UPON PREPARATION OF GRADING AND CONSTRUCTION PLANS FOR THE RIDGE TRAIL. FOREST LOOP TRAIL MEANDER TRAIL, CREEK TO FOREST TRAIL, SANTA ROSA CREEK TRAIL (WEST), AND CREEK TO RIDGE TRAIL AND PRIOR TO APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS ORISPO FOR THESE TRAILS. THE CCSD OR ITS DESIGNEE SHALL SUBMIT PLANS SHOWING THE AVOIDANCE OF KNOWN ARCHAEOLOGICAL SITES. THE PLAN SHALL NOTE THE BOUNDARIES OF THE SITE AS AN "ENVIRONMENTALLY SENSITIVE AREA" (ESA), AND SHALL INCLUDE A 50-FOOT BUFFER AROUND THE ESA. NO GRADING, STORAGE OF MATERIALS OR EQUIPMENT, OR USE OF EQUIPMENT SHALL OCCUR WITHIN THE
- IF DUF TO OTHER SIGNIFICANT ENVIRONMENTAL CONSTRAINTS, ANY KNOWN ARCHAEOLOGICAL SITES (ESAS) CANNO FEASIBLY BE AVOIDED, THE CCSD OR ITS DESIGNEE SHALL RETAIN A COUNTY-APPROVED, QUALIFIED SUBSURFACE ARCHAEOLOGIST TO CONDUCT A PHASE II SUBSURFACE SURVEY. THE PHASE II SUBSURFACE SURVEY SHALL PROVIDE RECOMMENDATIONS, IF NECESSARY, FOR FURTHER STUDY, WHICH MAY INCLUDE A PHASE III DATA RECOVERY PROGRAM THE CCSD OR ITS DESIGNEE SHALL IMPLEMENT THE RECOMMENDATIONS PROPOSED IN THE PHASE IL SURSURFACE SURVEY
- 25. CULT/MM-2 PRIOR TO APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO (OR PRIOR TO APPROVAL OF FINAL PLANS BY THE CCSD) FOR TRAIL CONSTRUCTION ON THE FRP. THE CCSD OR ITS DESIGNEE SHALL SUBMIT A MONITORING PLAN, PREPARED BY A SUBSURFACE QUALIFIED ARCHAEOLOGIST, FOR THE REVIEW AND APPROVAL BY THE COUNTY ENVIRONMENTAL COORDINATOR. IF A COUNTY PERMIT IS NOT REQUIRED, THE PLAN SHALL BE APPROVED BY THE CCSD. THE MONITORING PLAN SHALL BE INTEGRATED WITH OTHER REQUIRED SITE SPECIFIC MONITORING PLANS AND THE
- SWPPP (BIO/MM-1, BIO/MM-2, AND BIO/MM-3) AND SHALL INCLUDE AT A MINIMUM WITH REGARD TO CULTURAL LIST OF QUALIFIED CULTURAL RESOURCES PERSONNEL INVOLVED IN THE MONITORING ACTIVITIES: DESCRIPTION OF HOW THE CULTURAL RESOURCES MONITORING SHALL OCCUR;
- DESCRIPTION OF FREQUENCY OF MONITORING (EG., FULL-TIME, PART TIME, SPOT CHECKING);
- DESCRIPTION OF WHAT RESOURCES ARE EXPECTED TO BE ENCOUNTERED: DESCRIPTION OF CIRCUMSTANCES THAT WOULD RESULT IN THE HALTING OF WORK AT THE PROJECT SITE (E.G., WHAT IS CONSIDERED "SIGNIFICANT" ARCHAEOLOGICAL RESOURCES?);
- DESCRIPTION OF PROCEDURES FOR HALTING WORK ON THE SITE AND NOTIFICATION PROCEDURES; DESCRIPTION OF MONITORING REPORTING PROCEDURES 26. CUL T/MM-5 PRIOR TO PREPARATION OF GRADING AND CONSTRUCTION PLANS FOR THE VICTORIA LANE TRAIL. WALLBRIDGE TRAIL, AND TERRACE TO RIDGE TRAIL AND PRIOR TO APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO FOR THESE TRAILS, THE CCSD OR ITS DESIGNEE SHALL SUBMIT PLANS SHOWING THE AVOIDANCE OF KNOWN

ARCHAFOLOGICAL SITES. THE PLAN SHALL NOTE THE BOUNDARIES OF THE SITE AS AN ESA AND SHALL INCLUDE A 50-FOOT

- BUFFER AROUND THE ESA. NO GRADING, STORAGE OF MATERIALS OR EQUIPMENT, OR USE OF EQUIPMENT SHALL OCCUR 27. GEO/MM-2 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO, PRIOR TO SITE DISTURBANCE, AND DURING MANAGEMENT OF THE FISCALINI RANCH PRESERVE (FRP), THE CCSD OR ITS DESIGNEE SHALL IMPLEMENT THE FOLLOWING MEASURES: IMPLEMENT SOIL STABILIZATION AND EROSION PREVENTION MEASURES IDENTIFIED IN THE PUBLIC ACCESS AND
- MANAGEMENT PLAN (RRM, 2003) FOR THE SEACLIFT GULLY AND PORTIONS OF THE BLUFF TRAIL. PLANS IN CONJUNCTION WITH THE NATURAL RESOURCES CONSERVATION SERVICE (NRCS) SHALL BE DEVELOPED FOR THE THE STREAM BANK RESTORATION PROJECT ALONG SANTA ROSA CREEK WEST OF HIGHWAY 1 SHALL BE MONITORED AND FVALUATED TO DETERMINE ITS EFFECTIVENESS. ADDITIONAL RESTORATION AND BANK STABILIZATION EFFORTS WITHIN SANTA ROSA CREEK SHALL BE IMPLEMENTED
- BASED ON CONSULTATION WITH THE NATURAL RESOURCE CONSERVATION SERVICE (NRCS) OR RESOURCE CONSERVATION DISTRICT (RCD); ADDITIONAL REGULATORY AGENCY CONSULTATION SHALL BE IMPLEMENTED WITHIN FEDERAL AND STATE JURISDICTIONAL AREAS INCLUDING THE CALIFORNIA DEPARTMENT OF FISH AND GAME (CDFG), REGIONAL WATER QUALITY CONTROL BOARD (RWQCB), AND ARMY CORPS OF ENGINEERS (ACOE). STREAMBANK RESTORATION PLANS SHALL BE DEVELOPED TO CONTROL BANK EROSION ON THE SANTA ROSA CREEK EAST BANK UPSTREAM OF THE PREVIOUSLY RESTORED BANK.
- . REO/MM-3 UPON APPLICATION FOR CONSTRUCTION PERMITS TO THE COUNTY OF SAN LUIS OBISPO, PRIOR TO SIT DISTURBANCE, AND DURING MANAGEMENT OF THE FISCALINI RANCH PRESERVE (FRP), THE CCSD OR ITS DESIGNEE SHALL IMPLEMENT THE FOLLOWING MEASURES: IMPLEMENT SOIL STABILIZATION AND EROSION PREVENTION MEASURES IDENTIFIED IN THE PUBLIC ACCESS AND MANAGEMENT PLAN (RRM. 2003). IF PROPOSED, FINAL DESIGN PLANS FOR THE CREEK TO RIDGE TRAIL SHALL DEMONSTRATE THAT THE TRAIL ALIGNMENT IS LOCATED OVER LESS STEEP AREAS, AND SHALL INCLUDE THE USE OF WATER BARS WHERE NEEDED.
- 29. GEO/MM-4 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO, AND PRIOR TO SITE DISTURBANCE, FOR DEVELOPMENT OF THE TERRACE TO RIDGE TRAIL AND MAINTENANCE OF THE CREEK TO RIDGE TRAIL, THE CCSD OR ITS DESIGNEE SHALL IMPLEMENT APPROPRIATE CONSTRUCTION METHODS (I.E., AVOID SATURATED AREAS, INSTALL BRIDGES OR RAISED BOARDWALKS, MAINTAIN DRAINAGE PATTERNS, ETC.) WHERE TRAILS CROSS WET, BOGGY AREAS BELOW
- 30. GEO/MM-5 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO, AND PRIOR TO SITE DISTURBANCE. THE CCSD OR ITS DESIGNEE SHALL PREPARE TRAIL PLANS SHOWING THE USE OF BOARDWALKS OR ENGINEEREI BASE ALONG THE TRAILS WHERE SEVERELY CRACKED SOILS ARE PRESENT. ANY ASPHALT CONCRETE PAVEMENT (IF PROPOSED SHALL BE DESIGNED WITH SUFFICIENT BASE MATERIAL AND DEPTH TO PREVENT EFFECTS OF EXPANSIVE SOILS. IF CONSTRUCTION OF BOARDWALKS OR ENGINEERED BASE IS NOT FEASIBLE, THE CCSD OR ITS DESIGNEE SHALL PREPARE AND IMPLEMENT A SITE SPECIFIC MAINTENANCE PLAN TO ENSURE SAFE TRAIL SURFACES. THE PLAN SHALL IDENTIFY THE PERSON(S) RESPONSIBLE AND SCHEDULE FOR MAINTENANCE, AND PROPOSED ACTIVITIES FOR TRAIL IMPROVEMENTS.
- . GEO/MM-8 UPON APPLICATION FOR CONSTRUCTION PERMITS FOR THE SANTA ROSA CREEK TRAIL, AND PRIOR TO SITE DISTURBANCE. THE CCSD OR ITS DESIGNEE SHALL IMPLEMENT THE FOLLOWING MEASUR RUNOFF FROM HIGHWAY 1 SHALL BE CONVEYED AWAY FROM THE SANTA ROSA CREEK TRAIL BY TIGHTLINING A DRAIN PIPE TO THE BASE OF THE STREAM BANK. FOR THE PORTION OF THE TRAIL CROSSING LOCATED UNDER HIGHWAY 1, THE TRAIL DESIGN SHALL PROVIDE ADEQUATE HEAD CLEARANCE FOR HIKERS, AND A STABLE CROSSING OVER THE RIPRAP, PURSUANT TO REGULATORY AND

RESPONSIBLE AGENCY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF

#### 32. GEO/MM-9 UPON APPLICATION FOR CONSTRUCTION PERMITS TO IMPLEMENT THE COMMUNITY PARK MASTER PLAN AND PRIOR TO SITE DISTURBANCE. THE CCSD OR ITS DESIGNEE SHALL CONSULT WITH THE COLINTY OF SAN LUIS. OBISPO TO STABILIZE THE OFFSITE DRAINAGE SWALE IN THE VICINITY OF PINEY WAY. THE APPLICANT SHALL ALSO IMPLEMENT THE STORM-DRAIN SYSTEM DESCRIBED IN THE COMMUNITY PARK MASTER PLAN GRADING AND DRAINAGE CONCEPT (FIRMA, 2006) TO CAPTURE RUNOFF FROM BOTH WATERSHEDS IN THIS AREA AND CONVEY RUNOFF ACROSS THE SITE TO SANTA ROSA CREEK. THE CONDITION OF THE HILLSIDE VEGETATION SHALL BE MONITORED PRIOR TO FINALIZING PLANS FOR THE STORM-DRAIN SYSTEM.

FRANSPORTATION AND CALIFORNIA DEPARTMENT OF FISH AND GAME.

- 3. GEOLMM-10 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO, AND PRIOR TO SIT STURBANCE, THE CCSD OR-ITS DESIGNEE SHALL RETAIN A COUNTY APPROVED, QUALIFIED GEOLOGIST TO PREPARE AND SUBMIT A PROBABILISTIC SEISMIC HAZARD ANALYSIS. THE ANALYSIS SHALL DETERMINE THE DESIGN-BASIS EARTHOUAKE PARAMETERS FOR THE BUILDING SITES PROPOSED IN THE COMMUNITY PARK MASTER PLAN. RECOMMENDATIONS AND
- 4. GEOLMM-11 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO, AND PRIOR TO SITE DISTURBANCE, THE CCSD OR ITS DESIGNEE SHALL RETAIN A COUNTY APPROVED, QUALIFIED GEOLOGIST TO PREPARE ANI SUBMIT A SUBSURFACE INVESTIGATION OF THE SITE. THE INVESTIGATION REPORT SHALL ASSESS THE POTENTIAL FOR LIQUEFACTION. BUILDING DESIGN PARAMETERS SHALL BE BASED ON THE RESULTS OF THE SUBSURFACE INVESTIGATION. BUILDING FOUNDATIONS SHALL BE FOUNDED ON COMPETENT, NATIVE MATERIAL, NOT SUBJECT TO LIQUEFACTION.
- 5. GEOLMM-12 PRIOR TO SITE DISTURBANCE AND DURING MANAGEMENT OF THE FRP. THE CCSD. OR ITS DESIGNEE, SHALL IMPLEMENT STREAM BANK RESTORATION PROJECTS WITHIN SANTA ROSA CREEK. RESTORATION EFFORTS SHALL BE BASED ON CONSULTATION WITH THE NATURAL RESOURCES CONSERVATION SERVICE AND ALL OTHER APPLICABLE RESOURCE AGENCIES INCLUDING THE CALIFORNIA DEPARTMENT OF FISH AND GAME, REGIONAL WATER QUALITY CONTROL BOARD, AND ARMY CORPS OF ENGINEERS.
- 36. HM/MM-1 PRIOR TO APPLICATION FOR CONSTRUCTION PERMITS, AND PRIOR TO SITE DISTURBANCE, THE CCSD SHAL COORDINATE WITH THE SHERIFF'S DEPARTMENT TO INCORPORATE "CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN" STANDARDS TO THE FACILITY AND AMENITY DESIGN. WHERE APPLICABLE.

FERTILIZATION, AND PRUNING; AND PLANTING AT THE RIGHT TIME OF YEAR.

- HM/MM-4 UPON APPLICATION FOR A CONSTRUCTION PERMIT TO DEVELOP THE COMMUNITY PARK SPORTS FIELDS. THE CCSD SHALL PREPARE AN INTEGRATED PEST MANAGEMENT (IPM) PLAN TO REDUCE THE NEED FOR FERTILIZERS, HERBICIDES, AND OTHER CHEMICALS. IPM GUIDELINES ARE PROVIDED BY THE STATE GREEN CALIFORNIA BEST PRACTICES MANUAL (WWW.GREEN.CA.GOV). THE PLAN SHALL INCLUDE. BUT NOT BE LIMITED TO. THE FOLLOWING ELEMENTS: CULTURAL CONTROL, INCLUDING THE SELECTION OF DISEASE-RESISTANT PLANT VARIETIES; PROPER IRRIGATION
- PHYSICAL CONTROL, INCLUDING CHANGING PHYSICAL CONDITIONS (I.E., TEMPERATURE, LIGHT, OR HUMIDITY) TO PREVENT PEST PROBLEMS, SUCH AS USING LANDSCAPE FABRIC TO SHADE OUT WEEDS AND PRUNING DENSE PLANTS TO ALLOW BETTER AIR CIRCULATION AND THUS PREVENT DISEASE. MECHANICAL CONTROL, INCLUDING MANAGING PESTS THROUGH MANUAL LABOR OR SIMPLE OBJECTS, DEVICES, OR FOUIPMENT SUCH AS USING HANDHELD PROPANE FLAMING LINITS THAT COOK WEEDS, INSTALLING MOWING STRIPS AND UNDERLAYMENTS, AND FASTENING COPPER BANDS AROUND TREE TRUNKS OR PLANTERS TO EXCLUDE SNAILS AND SLUGS. BIOLOGICAL CONTROL, INCLUDING THE USE OF BENEFICIAL ORGANISMS TO REDUCE PEST POPULATIONS. BENEFICIAL

ORGANISMS INCLUDE PARASITIC INSECTS, AND PREDACEOUS INSECTS, MITES, AND SPIDERS; BATS; BIRDS; AMPHIBIANS

- REDUCED-RISK PESTICIDES DON'T ENDANGER LIVING ORGANISMS OR THE ENVIRONMENT, IDEALLY, THEY BREAK DOWN EASILY, HAVE NARROW SPECIFICITY, DO NOT KILL NATURAL ENEMIES, AND DO NOT VOLATILIZE AROUND PEOPLE EXAMPLES OF REDUCED-RISK PESTICIDES USED FOR LANDSCAPING INCLUDE THE MICROBIAL INSECTICIDE, BACILLUS THURINGIENSIS HERRICIDES AND INSECTICIDES THAT CONTAIN MINT OR CLOVE OIL POTASSILIM BICARRONATE FOR PLANT MILDEWS, HORTICULTURAL OIL FOR SUCKING INSECTS, AND IF ABSOLUTELY NECESSARY, SPOT-SPRAYED
- DRAINAGE PLANS INCORPORATING THE USE OF BIOSWALES (OR A SIMILAR METHOD) TO FACILITATE THE FLOW OF STORMWATER TOWARDS SANTA ROSA CREEK. THE BIOSWALES (OR SIMILAR METHOD) SHALL INCLUDE BEST MANAGEMENT PRACTICES TO AVOID EROSION AND SCOUR, AND SHALL INCLUDE A METHOD FOR FILTERING HYDROCARBONS, SEDIMENT AND OTHER POTENTIAL POLLUTANTS FROM STORMWATER RUNOFF. . HYD/MM-3 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO, AND PRIOR TO SITE

38. HYD/MM-2 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO, AND PRIOR TO SITE

DISTURBANCE FOR DEVELOPMENT OF THE EAST FRP, THE CCSD OR ITS DESIGNEE SHALL SUBMIT PRELIMINARY GRADING AND

DISTURBANCE. THE CCSD OR ITS DESIGNEE SHALL SUBMIT PLANS DEMONSTRATING THAT NO BUILDINGS SHALL BE LOCATED

WITHIN THE 100-YEAR FLOOD ZONE. OR THAT ANY STRUCTURES WOULD BE LOCATED ONE FOOT ABOVE THE 100-YEAR FLOOD

- 40. N/MM-2 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO. THE CCSD OR PROJECT DEVELOPER SHALL SUBMIT A NOISE REDUCTION PLAN PREPARED BY A QUALIFIED ACQUISTICAL CONSULTANT FOR REVIEW AND APPROVAL BY THE COUNTY PLANNING DEPARTMENT. THE NOISE REDUCTION PLAN SHALL INCLUDE BUT IS NOT LIMITED TO THE
- LIMIT ALL PHASES OF CONSTRUCTION TO THE HOURS OF 7:00 AM TO 9:00 PM MONDAY THROUGH FRIDAY AS REQUIRED BY COUNTY ORDINANCE: REGULAR NOTIFICATION OF ALL EXISTING AND FUTURE RESIDENCES WITHIN 1,000 FEET OF THE SITE BOUNDARY CONCERNING THE CONSTRUCTION SCHEDULE; SHIELD ESPECIALLY LOUD PIECES OF STATIONARY CONSTRUCTION EQUIPMENT:
- LOCATE PORTABLE GENERATORS, AIR COMPRESSORS, ETC. AWAY FROM SENSITIVE NOISE RECEPTORS: LIMIT GROUPING MAJOR PIECES OF EQUIPMENT OPERATING IN ONE AREA TO THE GREATEST EXTENT FEASIBLE; PLACE HEAVILY TRAFFICKED AREAS SUCH AS THE MAINTENANCE YARD, EQUIPMENT, TOOLS, AND OTHER CONSTRUCTION ORIENTED OPERATIONS IN LOCATIONS THAT WOULD BE THE LEAST DISRUPTIVE TO SURROUNDING SENSITIVE NOISE RECEPTORS:
- ISOLATORS INTACT AND OPERATIONAL INTERNAL COMBUSTION ENGINES USED FOR ANY PURPOSE ON OR RELATED TO THE JOB SHALL BE EQUIPPED WITH A MUFFLER OR BAFFLE OF A TYPE RECOMMENDED BY THE MANUFACTURER; CONDUCT WORKER-TRAINING MEETINGS TO EDUCATE AND ENCOURAGE NOISE AWARENESS AND SENSITIVITY. THIS TRAINING SHOULD FOCUS ON WORKER CONDUCT WHILE IN THE VICINITY OF SENSITIVE RECEPTORS (I.E., MINIMIZING AND LOCATING THE USE OF CIRCULAR SAWS IN AREAS ADJACENT TO SENSITIVE RECEPTORS AND BEING MINDFUL OF SHOUTING AND THE LOUD USE OF ATTENTION DRAWING LANGUAGE): AND . NOTIFY SURROUNDING RESIDENCES IN ADVANCE OF THE CONSTRUCTION SCHEDULE WHEN UNAVOIDABLE CONSTRUCTION NOISE AND UPCOMING CONSTRUCTION ACTIVITIES LIKELY TO PRODUCE AN ADVERSE NOISE ENVIRONMENT ARE EXPECTED. NOTICING SHALL PROVIDE PHONE NUMBER OF THE PROJECT MANAGER, CONSTRUCTION FOREMAN, AND ANY OTHER PERTINENT PROJECT TEAM MEMBERS. THIS NOTICE SHALL BE GIVEN ONE WEEK IN ADVANCE. AND AT A MINIMUM OF ONE DAY IN ADVANCE IF ANTICIPATED ACTIVITIES HAVE CHANGED (I.E., NOTICE IN LOCAL PUBLICATION, TEMPORARY SIGNAGE POSTINGS, ETC.). PROJECT REPRESENTATIVE SHALL VERBALLY NOTIFY ALL SURROUNDING RESIDENTIAL OWNERS IF ONE

USE NEWER EQUIPMENT THAT IS QUIETER AND ENSURE THAT ALL EQUIPMENT ITEMS HAVE THE MANUFACTURERS'

RECOMMENDED NOISE ABATEMENT MEASURES, SUCH AS MUFFLERS, ENGINE COVERS, AND ENGINE VIBRATION

- . N/MM-3 UPON APPLICATION FOR A CONSTRUCTION PERMITS FROM THE COUNTY OF SAN LUIS OBISPO. THE CCSD SHALL INCORPORATE THE FOLLOWING OPERATIONAL STANDARDS INTO THE COMMUNITY PARK MASTER PLAN: ALL LOUDSPEAKERS AND OR AMPLIFICATION OF SOUND SHALL BE PROHIBITED. THE VOLUME OF ANY EVENT SHOULD BE LIMITED TO THE IMMEDIATE AREA OF THE EVENT AND SHALL NOT EXCEED A MAXIMUM NOISE LEVEL OF 70 DBA AS MEASURED FROM THE PROPERTY LINE. THE CCSD SHALL AVOID THE USE OF GAS-POWERED TURF MOWERS, AND SHALL ENCOURAGE THE USE OF ELECTRIC
- 42. PSU/MM-1 UPON APPLICATION FOR CONSTRUCTION PERMITS, AND PRIOR TO SITE DISTURBANCE FOR TRAIL DEVELOPMENT THE TRAIL SYSTEM ON THE WEST FRP SHALL BE CLEARLY MARKED WITH SIGNS DENOTING THE TRAIL NAME, NUMBER, AND MILEAGE FROM THE TRAILHEAD TO ALLOW VISITORS TO QUICKLY AND EASILY INFORM RESPONDERS OF THEIR WHEREABO IN THE EVENT OF AN EMERGENCY. SIGNAGE SHALL BE DEVELOPED IN ACCORDANCE WITH THE FRP SIGNAGE PLAN, AND IN

CONSULTATION WITH THE FIRE CHIEF.

COAST ROAD IMPROVEMENT FUND.

- 3 PSIJ/MM-5 LIPON APPLICATION FOR CONSTRUCTION PERMITS AND PRIOR TO SITE DISTURBANCE FOR TRAIL DEVELOPMENT THE FRP SIGN PROGRAM SHALL INCLUDE SIGNAGE STATING THE FOLLOWING, OR SIMILAR LANGUAGE: "NO FIRE OF ANY KIND SHALL BE ALLOWED ON THE FRP." SIGNAGE SHALL BE PLACED WITHIN PARKING AREAS AND AT TRAILHEADS INFORMING USERS
- 14. PSIJ/MM-7 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY FOR THE COMMUNITY PARK ON THE FAST FRP. THE CCSD OR ITS DESIGNEE SHALL SUBMIT A LIGHTING PLAN SHOWING THE USE OF SECURITY LIGHTING. PARKING AREAS THROUGHOUT THE FRP SHALL BE DESIGNED CONSISTENT WITH THE COUNTY SHERIFF'S DEPARTMENT PUBLICATION "CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN" (CPTED) WHERE APPLICABLE.
- 45. TC/MM-1 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY. AND PRIOR TO SITE DISTURBANCE FOR TRAIL IMPROVEMENTS, THE MASTER PLAN SHALL INCLUDE THE INSTALLATION OF BIKE RACKS AT SELECTED TRAILHEADS AT THE BOUNDARY OF THE WEST FFRP TO ENCOURAGE ALTERNATIVE TRANSPORTATION METHODS. SELECTED TRAILHEADS SHALL INCLUDE, BUT NOT BE LIMITED TO. THE BLUFF TRAIL, RIDGE TRAIL, WALL BRIDGE TRAIL, AND SANTA ROSA CREEK TRAIL
- 6. TC/MM-4 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, AND PRIOR TO SITE DISTURBANCE FOR TRAIL IMPROVEMENTS, THE MASTER PLAN SHALL INCLUDE A PARKING SIGNAGE PROGRAM IN CONSULTATION WITH THE COUNT PUBLIC WORKS DEPARTMENT. THE SIGNAGE PROGRAM SHALL GUIDE VISITORS REGARDING APPROPRIATE PARKING, AND SHALL BE REVIEWED FOR CONCURRENCE BY THE FRIENDS OF THE FISCALINI RANCH PRESERVE AS PART OF THE FRP SIGN AGE PLAN. 47. TC/MM-5 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, AND PRIOR TO SITE DISTURBANCE TO IMPLEMENT THE COMMUNITY PARK MASTER PLAN, THE CCSD OR ITS DESIGNEE SHALL SHOW THE INSTALLATION OF BIKE RACKS

WITHIN THE COMMUNITY PARK ON CONSTRUCTION PLANS. THE BIKE RACKS SHALL BE INSTALLED UPON THE FIRST PHASE OF

- 48. TC/MM-8 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY, THE CCSD SHALL CONTRIBUTE TO THE NORTH
- 49. WS/MM-1 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY FOR DEVELOPMENT OF SPORTS FIELDS, CONSTRUCTION OF RESTROOMS, AND INSTALLATION OF LANDSCAPING, AND PRIOR TO SITE DISTURBANCE, THE CCSD OR PROJECT DEVELOPER SHALL PREPARE PLANS SHOWING THE USE OF INDOOR AND OUTDOOR WATER CONSERVATION STRATEGIES AND TECHNIQUES TO HELP OFFSET THE PROPOSED ANTICIPATED WATER DEMAND. THESE MEASURES INCLUDE BUT
- LANDSCAPE PLANS SHALL SHOW THE EXTENT OF PERMEABLE AND IMPERVIOUS LANDSCAPE MATERIALS, THE USE OF LOW-WATER USE PLANT MATERIALS SELECTED FROM AN APPROVED COUNTY PLANT LIST, AND A LANDSCAPE IRRIGATION PLAN INDICATING THE METHOD FOR ACHIEVING LOW VOLUME, HIGH EFFICIENCY IRRIGATION (I.E., DRIP IRRIGATION SYSTEMS WITH AUTOMATIC CONTROLLERS AND AUTO RAIN SHUT-OFF DEVICES). IF NATURAL TURF IS PROPOSED, THE CCSD SHALL SUBMIT PLANS SHOWING THE USE OF AN EVAPORATIVE CONTROL SYSTEM (OR SIMILAR METHOD) FOR IRRIGATION INCORPORATE USE OF PIT TOILETS OR COMPOSTING TOILETS IN RESTROOMS, PORTABLE RESTROOMS, OR CLOSURE OF
- 50. WS/MM-3 PRIOR TO CCSD BOARD APPROVAL OF THE COMMUNITY PARK MASTER PLAN. IF ONSITE WELLS ARE PROPOSED FOR THE WATER SOURCE, THE CCSD SHALL IDENTIFY WHICH WELLS WOULD BE UTILIZED (EXISTING AND/OR PROPOSED), CONSISTENT WITH THE ADOPTED DEED OF CONSERVATION EASEMENT

INCORPORATE THE USE OF HAND SANITIZERS TO AVOID THE USE OF WATER FOR RESTROOM SINKS.

- WS/MM-4 PRIOR TO CCSD BOARD APPROVAL OF CONSTRUCTION PLANS FOR IMPLEMENTATION OF THE COMMUNITY PARK MASTER PLAN. IF ONSITE WELLS ARE PROPOSED FOR THE WATER SOURCE. THE CCSD SHALL DEVELOP PLANS FOR A NEW WELL FROM RIPARIAN WATER SOURCES ON THE FAST FRP. PROPOSED PLANS SHALL BE REVIEWED AND APPROVED BY THE FRIENDS OF THE FISCALINI RANCH PRESERVE AND STATE COASTAL CONSERVANCY, AND THE MANAGEMENT PLAN SHALL BE AMENDED PRIOR TO WELL DEVELOPMENT. THE WELL SHALL BE DESIGNED TO AVOID STREAM FLOW IMPACTS, AND PLANS SHALL INCLUDE A SANITARY SEAL TO A CLAY BED BELOW THE ELEVATION OF THE CREEK BED. AT LEAST 20 FEET IN DEPTH AND A MINIMUM OF 50 FEET FROM THE CREEK BANK, THE WELL SHALL BE PLIMP TESTED DURING EXTENDED DROUGHT CONDITIONS (E.G., 79 PERCENT OR LESS OF AVERAGE RAINFALL FOR A MINIMUM PERIOD OF TWO YEARS) TO DOCUMENT WHETHER THERE WOULD BE ANY POTENTIAL EFFECTS TO STREAM FLOW FROM DURING OPERATION OF THE WELL. USE OF ON-SITE WELLS SHALL BE PROHIBITED IF TESTS DEMONSTRATE ANY AFFECT ON STREAM-FLOW.
- WS/MM-5 UPON APPLICATION FOR CONSTRUCTION PERMITS FROM THE COUNTY FOR DEVELOPMENT OF THE SPORTS FIELDS, IF NATURAL TURF IS PROPOSED, THE CCSD SHALL DEMONSTRATE HOW RECYCLED WATER WOULD BE TREATED TO ENSURE THAT IT WOULD NOT INCREASE THE GROUNDWATER SALINITY BEYOND BACKGROUND CONCENTRATIONS (E.G.; USE OF LOW PRESSURE REVERSE OSMOSIS AS PART OF THE RECYCLED WATER EFFLUENT TREATMENT PROCESS. ONSITE INFRASTRUCTURE PLANS DEMONSTRATING HOW TREATMENT OF IRRIGATION WATER WOULD OCCUR TO LOWER CONCENTRATIONS (250 PARTS PER MILLION) OF SODIUM AND CHLORIDE). THE CCSD SHALL SUBMIT A PROPOSED WATER MONITORING AND TESTING

### CONDITIONS TO BE COMPLETED PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT:

PROGRAM TO BE CONDUCTED FOR THE LIFE OF THE PROJECT.

- 53. PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT, THE APPLICANT SHALL PAY ALL APPLICABLE SCHOOL AND PUBLIC FACILITIES
- 54. PRIOR TO ISSUANCE OF ANY REQUIRED CONSTRUCTION PERMITS. THE APPLICANT SHALL PROVIDE EVIDENCE SATISFACTORY TO THE DEPARTMENT OF PLANNING AND BUILDING THAT THE ARMY CORPS OF ENGINEERS AND THE CALIFORNIA DEPARTMENT OF FISH AND GAME ENVIRONMENTAL PERMITS HAVE EITHER BEEN SECURED OR THAT THE REGULATORY AGENCY HAS DETERMINED THAT THEIR PERMIT IS NOT REQUIRED. MITIGATION MEASURES
- 55. BIO/MM-2 PRIOR TO CONSTRUCTION. THE CCSD OR ITS DESIGNEE SHALL PREPARE A PROJECT SPECIFIC ENVIRONMENTAL MONITORING PLAN COORDINATED WITH MITIGATION MEASURES WITHIN THIS EIR, AND SHALL PROVIDE FUNDING FOR A OUALIFIED ENVIRONMENTAL MONITOR FOR THE CONSTRUCTION PHASES OF THE PROJECT TO ENSURE COMPLIANCE WITH ELR MITIGATION MEASURES, AND ANY APPLICABLE AGENCY PERMIT CONDITIONS. THE MONITOR SHALL BE RESPONSIBLE FOR (1) ENSURING THAT PROCEDURES FOR VERIFYING COMPLIANCE WITH ENVIRONMENTAL MITIGATIONS ARE FOLLOWED; (2) LINES OF COMMUNICATION AND REPORTING METHODS; (3) DAILY AND WEEKLY REPORTING OF COMPLIANCE; (4) CONSTRUCTION REW TRAINING REGARDING ENVIRONMENTALLY SENSITIVE AREAS: (5) AUTHORITY TO STOP WORK: AND (6) ACTION TO BE TAKEN IN THE EVENT OF NON-COMPLIANCE. MONITORING SHALL BE AT A FREQUENCY AND DURATION DETERMINED BY THE AFFECTED AGENCIES (E.G., ARMY CORPS OF ENGINEERS, REGIONAL WATER OUALITY CONTROL BOARD, CALIFORNIA
- 5. BIO/MM-14 PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES, INCLUDING TRAIL IMPROVEMENTS REQUIRING GROUND DISTURBANCE AND/OR USE OF HEAVY EQUIPMENT, THE CCSD OR ITS DESIGNEE SHALL RETAIN A QUALIFIED BIOLOGIST TO CONDUCT A PRE-ACTIVITY SURVEY FOR ACTIVE NESTS. DENS. OR BURROWS. THE SURVEY SHALL BE CONDUCTED WITHIN 30 DAYS PRIOR TO PROPOSED SITE DISTURBANCE AND CONSTRUCTION ACTIVITIES. RESULTS OF THE SURVEY SHALL IMMEDIATELY BE SUBMITTED TO THE CDFG AS NECESSARY. THE SURVEY REPORT SHALL INCLUDE THE DATE OF THE SURVEY, METHODS OF INSPECTION, AND FINDINGS. DISTURBANCE OF ANY ACTIVE NEST, DEN, OR BURROW SHALL BE PROHIBITED.

DEPARTMENT OF FISH AND GAME. CALIFORNIA COASTAL COMMISSION. AND THE COUNTY OF SAN LUIS OBISPO).

DISTURBANCE SHALL OCCUR WITHIN THE BUFFER AREA UNTIL A MEMORANDUM OF UNDERSTANDING (MOU) IS OBTAINED FROM CDFG. AN ALTERNATIVE TO BUFFER AREA IS TO DISASSEMBLE NESTS BY HAND OUTSIDE OF THE NESTING SEASON (FEBRUARY THROUGH SEPTEMBER) AND ALLOW THE WOODRATS TO LEAVE THE SITE. IF THE PRE-CONSTRUCTION SURVEY FINDS POTENTIAL AMERICAN BADGER DENS. THEY SHALL BE INSPECTED TO DETERMINE WHETHER THEY ARE OCCUPIED. THE SURVEY SHALL COVER THE ENTIRE PROPERTY, AND SHALL EXAMINE BOTH OLD AND NEW DENS. IF POTENTIAL BADGER DENS ARE TOO LONG TO COMPLETELY INSPECT FROM THE ENTRANCE, A FIBER OPTIC SCOPE SHALL BE USED TO EXAMINE THE DEN TO THE END. IF A FIBER OPTIC SCOPE IS NOT AVAILABLE, OCCUPATION OF THE DEN CAN BE DETERMINED BY PARTIALLY OBSCURING THE DEN ENTRANCE WITH STICKS AND LEAVES TO INDICATE ANIMAL PASSAGE INTO AND OUT OF THE DEN AND DUSTING THE DEN ENTRANCE WITH A FINE LAYER OF DUST OR TRACKING MATERIAL FOR THREE CONSECUTIVE NIGHTS AND EXAMINING THE FOLLOWING MORNINGS FOR FOOTPRINTS

IF ACTIVE BURROWS OF MONTEREY DUSKY-FOOTED WOOD RATS ARE FOUND WITHIN PROPOSED DEVELOPMENT AREAS

DURING THE SURVEY, THE BIOLOGIST SHALL ESTABLISH AN APPROPRIATE BUFFER AREA TO PROTECT THE NEST(S). NO SITE

- INACTIVE DENS MAY BE EXCAVATED BY HAND WITH A SHOVEL TO PREVENT RE-USE OF DENS DURING CONSTRUCTION. IF BADGERS ARE FOUND IN DENS ON THE PROPERTY BETWEEN FEBRUARY AND JULY, NURSING YOUNG MAY BE PRESENT. TO OID DISTURBANCE AND THE POSSIBILITY OF DIRECT TAKE OF ADULTS AND NURSING YOUNG, AND TO PREVENT BADGERS FORM BECOMING TRAPPED IN BURROWS DURING CONSTRUCTION ACTIVITY. NO GRADING SHALL OCCUR WITHIN 100 FEET OF ACTIVE BADGER DENS BETWEEN FEBRUARY AND JULY. IF BADGER DENS ARE FOUND ON THE PROPERTY DURING THE PRE-CONSTRUCTION SURVEY, THE CDFG WILDLIFE BIOLOGIST FOR THE AREA SHALL BE CONTACTED TO REVIEW CURRENT
- BIO/MM-16 AT LEAST TWO WEEKS PRIOR TO START OF TRAIL OR BRIDGE CONSTRUCTION WITHIN OR ADJACENT TO SANTA ROSA CREEK (WITHIN 100 FEET), THE CCSD SHALL RETAIN A QUALIFIED BIOLOGIST TO CONDUCT PRE-CONSTRUCTION SURVEYS WITHIN THE CONSTRUCTION AREAS TO DETERMINE THE PRESENCE OF SPECIAL-STATUS AQUATIC SPECIES. IN THE EVENT THA SPECIAL-STATUS SPECIES ARE OBSERVED WITHIN THE PROJECT SITE, THE APPROPRIATE AGENCIES SHALL BE CONTACTED FOR FURTHER CONSULTATION, IF ANY LIFE STAGE OF STEELHEAD, CALIFORNIA RED-LEGGED FROG. TIDEWATER GOBY, OR SOUTHWESTERN POND TURTLE IS FOUND AND THESE INDIVIDUALS ARE LIKELY TO BE KILLED OR INJURED BY WORK ACTIVITIES HE APPROVED BIOLOGIST(S) SHALL BE ALLOWED SUFFICIENT TIME TO MOVE THEM FROM THE SITE BEFORE WORK ACTIVITII BEGIN. THE BIOLOGIST(S) SHALL RELOCATE ANY STEELHEAD, CALIFORNIA RED-LEGGED FROG, TIDEWATER GOBY, O SOUTHWESTERN POND TURTLE THE SHORTEST DISTANCE POSSIBLE TO A LOCATION THAT CONTAINS SUITABLE HABITAT THAT WILL NOT BE AFFECTED BY THE ACTIVITIES ASSOCIATED WITH THE PROPOSED PROJECT. THE BIOLOGIST(S) SHALL MAINTAIN DETAILED RECORDS OF ANY INDIVIDUALS THAT ARE MOVED (I.E., SIZE, COLORATION, ANY DISTINGUISHING FEATURES, PHOTOGRAPHS [DIGITAL PREFERRED]) TO ASSIST HIM OR HER IN DETERMINING WHETHER TRANSLOCATED ANIMALS ARE RETURNING TO THE POINT OF CAPTURE. ONLY UNITED STATES FISH AND WILDLIFE SERVICE, NATIONAL MARINE FISHERIE SERVICE, AND CALIFORNIA DEPARTMENT OF FISH AND GAME-APPROVED BIOLOGISTS WORKING UNDER PROPER PERMIT AUTHORITY SHALL PARTICIPATE IN ANY ACTIVITIES ASSOCIATED WITH THE CAPTURE, HANDLING, AND MONITORING OF
- 58. BIO/MM-17 PRIOR TO CONSTRUCTION. AN APPROVED BIOLOGIST(S) SHALL CONDUCT A TRAINING SESSION FOR ALL CONSTRUCTION PERSONNEL AT A MINIMUM, THE TRAINING SHALL INCLUDE A DESCRIPTION OF STEEL HEAD, CALIFORNIA ED-LEGGED FROG, TIDEWATER GOBY, AND SOUTHWESTERN POND TURTLE AND THEIR HABITAT; THE SPECIFIC MEASURES THAT ARE BEING IMPLEMENTED TO CONSERVE THE SPECIES FOR THE CURRENT PROJECT; AND THE BOUNDARIES WITHIN WHICH THE PROJECT MAY BE ACCOMPLISHED. MEMBERS OF THE CONSTRUCTION CREWS SHALL LINDERSTAND ALL TERMS CONSTRAINTS, AND SPECIAL CONDITIONS PROVIDED BY, BUT NOT LIMITED TO, UNITED STATES FISH AND WILDLIFE SERVICE, NATIONAL MARINE FISHERIES SERVICE, ARMY CORPS OF ENGINEERS, CALIFORNIA DEPARTMENT OF FISH AND GAME, CALIFORNIA COASTAL COMMISSION, AND REGIONAL WATER QUALITY CONTROL BOARD, UPON COMPLETION OF THIS REVIEW AND UNDERSTANDING, EACH CONSTRUCTION CREW MEMBER SHALL SIGN A WORKER TRAINING FORM, THIS FORM SHALL BE PROVIDED WITH THE COMPLETION REPORT UPON COMPLETION OF PROJECT CONSTRUCTION.

STEELHEAD, CALIFORNIA RED-LEGGED FROG, TIDEWATER GOBY, OR SOUTHWESTERN POND TURTLE.

59. BIO/MM-23 PRIOR TO ANY WORK WITHIN CREEK CHANNELS CONTAINING FLOWING WATER A STREAM DIVERSION AND DEWATERING PLAN FOR EACH STREAM LOCATION SHALL BE PREPARED AND APPROVED BY NATIONAL MARINE FISHERIES SERVICE. ARMY CORPS OF ENGINEERS. AND CALIFORNIA DEPARTMENT OF FISH AND GAME. AND THE STREAMBED WITHIN THE

- WORK AREA SHALL BE DEWATERED. THE FORM AND FUNCTION OF THE DIVERSION AND ALL PUMPS INCLUDED IN TH DEWATERING STRATEGY SHALL BE DESIGNED TO ENSURE A DRY WORK ENVIRONMENT AND MINIMIZE IMPACTS TO AQUATIC. SPECIES. THE STREAM DIVERSION AND DEWATERING EFFORT SHALL BE CONDUCTED UNDER THE DIRECT AND CONTINUOUS UPERVISION OF A QUALIFIED BIOLOGIST TO ENSURE THE PROPER FORM AND FUNCTION OF THE DIVERSION.
- 60. BIO/MM-25 PRIOR TO CONSTRUCTION, IF CONSTRUCTION ACTIVITIES, USE OF HEAVY EQUIPMENT, OR TREE PRUNING OR REMOVAL ARE SCHEDULED TO OCCUR DURING THE TYPICAL BIRD NESTING SEASON (FEBRUARY 15 TO SEPTEMBER 1) A QUALIFIED BIOLOGIST SHALL BE RETAINED TO CONDUCT A PRECONSTRUCTION SURVEY (APPROXIMATELY ONE WEEK PRIOR TO CONSTRUCTION) TO DETERMINE PRESENCE/ABSENCE FOR TREE-NESTING BIRDS WITHIN RIPARIAN CORRIDORS AND WOODLAND AREAS, AND GROUND-NESTING BIRDS WITHIN ANNUAL GRASSLANDS ONSITE. IF NO NESTING ACTIVITIES ARE DETECTED WITHIN THE PROPOSED WORK AREA, NOISE-PRODUCING CONSTRUCTION ACTIVITIES OR TREE REMOVALS MAY PROCEED. IF NESTING ACTIVITY IS CONFIRMED DURING PRECONSTRUCTION NESTING SURVEYS OR AT ANY TIME DURING THE MONITORING OF CONSTRUCTION ACTIVITIES, WORK ACTIVITIES SHALL BE DELAYED WITHIN 500 FEET OF ACTIVE NESTS UNTIL THE YOUNG BIRDS HAVE FLEDGED AND LEFT THE NEST. IN ADDITION, THE RESULTS OF THE SURVEYS WILL BE PASSED MMEDIATELY TO THE CALIFORNIA DEPARTMENT OF FISH AND GAME, POSSIBLY WITH RECOMMENDATIONS FOR BUFFER ZONE CHANGES, AS NEEDED, AROUND INDIVIDUAL NESTS. TREE REMOVAL SHALL BE MONITORED FOR NESTING BIRDS AND

DOCUMENTED BY THE BIOLOGICAL MONITOR REGARDLESS OF TIME OF YEAR.

- 61. BIO/MM-26 PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES. INCLUDING TRAIL IMPROVEMENTS REQUIRING GROUND DISTURBANCE AND/OR USE OF HEAVY EQUIPMENT. THE CCSD OR ITS DESIGNEE SHALL RETAIN A QUALIFIED WILDLIFE BIOLOGIST TO CONDUCT A PRE-ACTIVITY SURVEY FOR BURROWING OWL. THE SURVEY SHALL BE CONDUCTED WITHIN 3~-DAYS PRIOR TO SITE DISTURBANCE, IF GROUND DISTURBING ACTIVITIES ARE DELAYED OR SUSPENDED FOR MORE THAN 30 DAYS AFTER THE PRECONSTRUCTION SURVEY. THE SITE SHALL BE RESURVEYED. RESULTS OF THE SURVEY SHALL BE DOCUMENTED IN A REPORT AND SHALL INCLUDE THE DATE OF THE SURVEY. METHODS OF INSPECTION, AND FINDINGS, THE REPORT SHALL BE SUBMITTED TO THE CALIFORNIA DEPARTMENT OF FISH AND GAME (CDFG). IF NO BURROWING OWLS ARE FOUND TO OCCUPY HE SITE AT THAT TIME, NO FURTHER MEASURES WOULD BE NECESSARY UNLESS BURROWING OWLS ARE SUBSEQUENTLY OBSERVED AT THE PROJECT SITE. IN WHICH CASE THE FOLLOWING MITIGATION MEASURE WOULD BE IMPLEMENTED. IF BURROWING OWLS ARE FOUND WITHIN THE AREA PROPOSED FOR DISTURBANCE. THE CCSD OR ITS DESIGNEE SHALL IMMEDIATELY CONTACT THE CDFG AND IMPLEMENT ALL MEASURES IDENTIFIED IN THE "STAFF REPORT FOR MITIGATING IMPACTS TO THE BURROWING OWL" (CDFG, 1995), AND ANY ADDITIONAL MEASURES REQUIRED BY CDFG. BURROWING OWI BURROWS SHALL BE AVOIDED. NO DISTURBANCE SHALL OCCUR WITHIN 50 METERS OF OCCUPIED BURROWING OWL BURROWS DURING THE NON-BREEDING SEASON (SEPTEMBER 1 THROUGH JANUARY 31) OR WITHIN 75 METERS DURING THE BREEDING SEASON (FEBRUARY 1 THROUGH AUGUST 31).
- 62. CULT/MM-3 PRIOR TO SITE DISTURBANCE, THE APPLICANT SHALL RETAIN A QUALIFIED ARCHAEOLOGIST (APPROVED BY THE CSD AND COUNTY ENVIRONMENTAL COORDINATOR) AND NATIVE AMERICAN TO MONITOR ALL EARTH DISTURBING ACTIVITIES. PER THE APPROVED MONITORING PLAN. IF ANY SIGNIFICANT ARCHAEOLOGICAL RESOURCES OR HUMAN REMAINS ARE FOUND DURING MONITORING. WORK SHALL STOP WITHIN THE IMMEDIATE VICINITY (PRECISE AREA TO BE DETERMINED BY THE ARCHAEOLOGIST IN THE FIELD) OF THE RESOURCE UNTIL SUCH TIME AS THE RESOURCE CAN BE EVALUATED BY AN ARCHAEOLOGIST AND ANY OTHER APPROPRIATE INDIVIDUALS. THE APPLICANT SHALL IMPLEMENT THE MITIGATION AS REQUIRED .BY THE ENVIRONMENTAL COORDINATOR.
- 63. CULT/MM-7 PRIOR TO SITE DISTURBANCE ASSOCIATED WITH THE CREEK TO FOREST TRAIL, SANTA ROSA CREEK TRAIL (WEST), AND CREEK TO RIDGE TRAIL, THE APPLICANT SHALL RETAIN A QUALIFIED HISTORICAL ARCHAEOLOGIST (APPROVED BY THE CCSD AND COUNTY ENVIRONMENTAL COORDINATOR) TO MONITOR ALL EARTH DISTURBING ACTIVITIES, PER THE APPROVED MONITORING PLAN. IF ANY SIGNIFICANT ARCHAEOLOGICAL RESOURCES OR HUMAN REMAINS ARE FOUND DURING MONITORING. WORK SHALL STOP WITHIN THE IMMEDIATE VICINITY (PRECISE AREA TO BE DETERMINED BY THE ARCHAEOLOGIST IN THE FIELD) OF THE RESOURCE UNTIL SUCH TIME AS THE RESOURCE CAN BE EVALUATED BY AN ARCHAEOLOGIST AND ANY OTHER APPROPRIATE INDIVIDUALS. THE APPLICANT SHALL IMPLEMENT THE MITIGATION AS
- CONDITIONS TO BE COMPLETED DURING PROJECT CONSTRUCTION: AES/MM-6 ALL MAINTENANCE WORK WITHIN THE FRP SHALL COMPLY WITH THE VISUAL APPEARANCE REQUIREMENTS OF THE VARIOUS SECTIONS OF THE PUBLIC ACCESS AND MANAGEMENT PLAN. SPECIAL ATTENTION SHALL BE GIVEN TO PAINT AND FIN
- ISH COLORS, IMPORTED FILL AND SURFACING MATERIALS, REPLACEMENT PLANTS, AND SOIL DISTURBANCE. 65. AES/MM-9 DURING RESTORATION ACTIVITIES ASSOCIATED WITH THE SEACLIFT GULLY, ALL TOPSOIL AND FILL MATERIAL USED FOR GULLY REPAIR AND EXPOSED TO VIEW SHALL BE SIMILAR IN COLOR AND BRIGHTNESS TO THE SOIL OF THE ADJACENT
- 66. AQ/MM-2 PRIOR TO SITE DISTURBANCE, THE APPLICANT SHALL: OBTAIN A COMPLIANCE REVIEW WITH THE APCD PRIOR TO THE INITIATION OF ANY CONSTRUCTION ACTIVITIES; PROVIDE A LIST OF ALL HEAVY-DUTY CONSTRUCTION EQUIPMENT OPERATING AT THE SITE TO THE APCD. THE LIST SHALL INCLUDE THE MAKE, MODEL, ENGINE SIZE, AND YEAR OF EACH PIECE OF EQUIPMENT, THIS COMPLIANCE REVIEW WILL

EQUIPMENT FOR THE CATALYZED DIESEL PARTICULATE FILTER; AND,

NATIVE GROUND.

REQUIREMENTS.

APPLY FOR AN AUTHORITY TO CONSTRUCT FROM THE APCD. 67. AQ/MM-4 DURING CONSTRUCTION, THE APPLICANT SHALL MAINTAIN MONTHLY COMPLIANCE CHECKS THROUGHOUT THE CONSTRUCTION PHASE, VERIFYING THAT ALL EQUIPMENT AND OPERATIONS CONTINUE TO COMPLY WITH THE APCD

IDENTIFY ALL EQUIPMENT AND OPERATIONS REQUIRING PERMITS AND WILL ASSIST IN THE IDENTIFICATION OF SUITABLE

- 68. BIO/MM-5 TO AVOID EROSION AND DOWNSTREAM SEDIMENTATION, AND TO AVOID IMPACTS TO AQUATIC SPECIES, NO WORK WITHIN OR IMMEDIATELY ADJACENT TO ON-SITE DRAINAGES (WITHIN FIFTY FEET) SHALL OCCUR DURING THE RAINY SEASON (OCTOBER 15 THROUGH APRIL 30), UNLESS AUTHORIZED BY AN AFFECTED AGENCY (E.G., ARMY CORPS OF ENGINEERS, REGIONAL WATER QUALITY CONTROL BOARD, CALIFORNIA DEPARTMENT OF FISH AND GAME, CALIFORNIA COASTAL COMMISSION, AND THE COUNTY OF SAN LUIS OBISPO).
- 69. BIO/MM-6 EQUIPMENT ACCESS AND CONSTRUCTION SHALL BE CONDUCTED FROM THE BANKS RATHER THAN FROM WITHIN CREEKS AND DRAINAGES UNLESS APPROVED OTHERWISE BY 404/401/1602 PERMIT CONDITIONS. NO EQUIPMENT SHALL BE STAGED AND NO TEMPORARY PLACEMENT OF FILL SHALL OCCUR IN CREEKS AND DRAINAGES.
- 70. BIO/MM-7 SOIL STOCKPILES SHALL NOT BE PLACED IN AREAS THAT HAVE THE POTENTIAL FOR SIGNIFICANT RUNOFF DURING THE RAINY SEASON. ALL PROJECT-RELATED SPILLS OF HAZARDOUS MATERIALS WITHIN OR ADJACENT TO PROJECT SITES SHALL BE CLEANED UP IMMEDIATELY. SPILL PREVENTION AND CLEANUP MATERIALS SHALL BE ON-SITE AT ALL TIMES DURING CONSTRUCTION, CLEANING AND REFLIELING OF FOLIPMENT AND VEHICLES SHALL OCCUR ONLY WITHIN DESIGNATED STAGING AREAS. THE STAGING AREAS SHALL CONFORM TO STANDARD BEST MANAGEMENT PRACTICES APPLICABLE TO ATTAINING ZERO DISCHARGE OF STORMWATER RUNOFF. NO MAINTENANCE, CLEANING, OR FUELING OF EQUIPMENT SHALL OCCUR WITHIN WETLAND OR RIPARIAN AREAS. OR WITHIN FIFTY FEET OF SUCH AREAS. AT A MINIMUM, ALL PROJECT FOLIPMENT AND VEHICLES SHALL BE CHECKED AND MAINTAINED ON A DAILY BASIS TO ENSURE PROPER OPERATION AND TO AVOID POTENTIAL
- 71. BIO/MM-8 IMPACTS TO WETLAND OR RIPARIAN HABITATS RESULTING FROM PROJECT CONSTRUCTION SHALL BE MITIGATED THROUGH RESTORATION/ENHANCEMENT OF ADJACENT WETLAND AND RIPARIAN AREAS AT A MINIMUM OF A 2: 1 RATIO (TWO SOUARE FEET OF RESTORED HABITAT FOR EACH SOUARE FOOT OF DISTURBED HABITAT) OR GREATER. OR AS REQUIRED BY ANY APPLICABLE STATE OR FEDERAL PERMIT. RESTORATION/ENHANCEMENT SHALL CONSIST OF EXOTIC SPECIES REMOVAL. REVEGETATION WITH SUITABLE NATIVE SPECIES (NATIVE TO THE FRP), AND MAINTENANCE AND MONITORING OF THE ENHANCED AREAS PER THE CONDITIONS OF AGENCY PERMITS OBTAINED FOR THE PROJECT. A HABITAT REVEGETATION AND RESTORATION PLAN FOR THE PROJECT SHALL BE PREPARED IN CONSULTATION WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME AND THE ARMY CORPS OF ENGINEERS. A QUALIFIED RESTORATION BIOLOGIST AND/OR HORTICULTURALIST APPROVED BY THE CCSD SHALL BE RETAINED BY THE CCSD OR ITS DESIGNEE TO PREPARE THE HABITAT REVEGETATION AND RESTORATION PLAN. THE PLAN SHALL INCLUDE SUCCESS CRITERIA GOALS AND A FIVE-YEAR MONITORING SCHEDULE. THE QUALIFIED BIOLOGIST SHALL SUPERVISE SITE PREPARATION, TIMING, SPECIES UTILIZED, PLANTING INSTALLATION, MAINTENANCE. MONITORING, AND REPORTING OF THE REVEGETATION/RESTORATION EFFORTS.
- 72. BIO/MM-9 FOLLOWING COMPLETION OF GROUND-DISTURBING ACTIVITIES WITHIN OR IMMEDIATELY ADJACENT TO RIPARIAN OR WETLAND AREAS, ALL DISTURBED AND BARREN AREAS SHALL BE IMMEDIATELY REVEGETATED WITH APPROPRIATE NATIVE VEGETATION TO REDUCE THE RISK OF EROSION, PER THE REQUIREMENTS OF THE HABITAT REVEGETATION AND RESTORATION PLAN AND THE STORM WATER POLLUTION PREVENTION PLAN. AREAS EXPERIENCING TEMPORARY DISTURBANCE SHOULD BE REPLANTED WITH NATIVE SPECIES THAT ARE CHARACTERISTIC OF HABITATS IN THE PROJECT SITE AREA.
- 73 RIO/MM-11 IF DISTURBANCE OF SPECIAL-STATUS PLANTS OR NATIVE HABITATS LOCATED ON SITE CANNOT BE COMPLETELY AVOIDED THROUGH DESIGN MODIFICATION, IMPACTS SHALL BE QUANTIFIED BY NUMBER OF INDIVIDUALS AND BY AREA DISTURBED, AND A RARE PLANT MITIGATION PLAN SHALL BE PREPARED BY A QUALIFIED BIOLOGIST THAT SPECIFICALLY ADDRESSES IMPACTS TO AND APPROPRIATE MITIGATION AND CONSERVATION MEASURES FOR THOSE IMPACTS. THE PLAN SHALL IDENTIFY AREAS ON THE PROJECT SITE SUITABLE FOR SENSITIVE SPECIES HABITAT RESTORATION AND REVEGETATION. AND SHALL INCLUDE PLANTING METHODS. MAINTENANCE AND MONITORING REQUIREMENTS. AND SUCCESS CRITERIA. DEPENDING ON THE SPECIES AT ISSUE, MEASURES MAY INCLUDE PRESERVATION OF AREAS CONTAINING SIGNIFICAN POPULATIONS, POTENTIAL TRANSPLANTING OF INDIVIDUAL PLANTS, AND PLANT PROPAGATION AND REVEGETATION WITHIN APPROPRIATE ON-SITE HABITATS. REMOVAL OR PRUNING OF MONTEREY PINE TREES REQUIRED FOR HAZARD REDUCTION OR FIRE SAFETY PURPOSES SHALL NOT REQUIRE MITIGATION UNDER THIS MEASURE, BUT PRUNING SHALL FOLLOW ACCEPTED
- 74. BIO/MM-12 A QUALIFIED BIOLOGICAL MONITOR SHALL BE RETAINED CONSISTENT WITH BIO/MM-2 TO ENSURE THAT REMAINING PLANTS AND HABITATS ARE NOT INADVERTENTLY DISTURBED DURING CONSTRUCTION ACTIVITIES. PRIOR TO ANY PROJECT-RELATED GROUND DISTURBANCE, ALL CONTRACTORS ASSOCIATED WITH THE CONSTRUCTION PHASES OF TH PROPOSED PROJECT SHALL BE TRAINED BY THE BIOLOGICAL MONITOR ON THE IDENTIFICATION AND BIOLOGY OF SENSITIVE PLANT SPECIES AND HABITATS KNOWN IN THE VICINITY OF THE PROJECT AREA. WORK AREAS SHOULD ALSO BE CLEARLY DELINEATED AND FLAGGED TO LIMIT VEHICULAR AND FOOT ACCESS TO ONLY THOSE AREAS NECESSARY FOR PROJECT COMPLETION. THESE AREAS SHOULD BE DESIGNATED BY THE BIOLOGICAL MONITOR TO AVOID/DISCOURAGE UNNECESSARY DAMAGE TO SENSITIVE SPECIES AND HABITATS WITHIN AND NEAR THE PROJECT AREA.
- 75. BIO/MM-15 TO THE EXTENT PRACTICABLE, CONSTRUCTION ACTIVITIES WITHIN OR ADJACENT TO SANTA ROSA CREEK (WITHIN 100 FEET) SHALL BE CONDUCTED DURING THE DRY SEASON (MAY 15 THROUGH OCTOBER 15).
- 76. BIO/MM-18 IN ORDER TO MINIMIZE THE POSSIBILITY OF INJURING SPECIAL-STATUS SPECIES AND OTHER WILDLIFE HERBACEOUS AND SMALL WOODY VEGETATION WITHIN THE PROJECT IMPACT AREA SHALL BE REMOVED BY HAND WITH PORTABLE MOTORIZED EQUIPMENT (I.E., CHAINSAWS, ETC.), PRIOR TO THE USE OF HEAVY EQUIPMENT OR MACHINERY, A QUALIFIED BIOLOGIST SHALL BE ON-SITE TO PROVIDE CLEARANCE FOR SPECIAL-STATUS SPECIES IMMEDIATELY PRIOR TO EGETATION REMOVAL ACTIVITIES. THE BIOLOGICAL MONITOR SHALL HAVE GENERAL KNOWLEDGE OF THE NATURAL RESOURCES OF THE AREA AND SHALL ALSO BE EXPERIENCED IN THE IDENTIFICATION OF SPECIAL-STATUS WILDLIFE SPECIES (E.G., CALIFORNIA RED-LEGGED FROG, WESTERN POND TURTLE), IN THE EVENT OF A REDLEGGED FROG TAKE, THE UNITED STATES FISH AND WILDLIFE SERVICE SHALL BE NOTIFIED AS SOON AS IS REASONABLY POSSIBLE. IN THE EVENT OF A STEEL HEAD TAKE, NATIONAL MARINE FISHERIES SERVICE SHALL BE CONTACTED AND THE STEELHEAD SHALL BE REMOVED FROM THE
- BIO/MM-19 THE NUMBER OF ACCESS ROUTES, SIZE OF STAGING AREAS, AND THE TOTAL AREA OF ACTIVITY SHALL BE LIMITED to the minimum necessary to achieve the project goal. Environmentally sensitive areas shall be established TO CONFINE ACCESS ROUTES AND CONSTRUCTION AREAS TO THE MINIMUM AREA NECESSARY TO COMPLETE CONSTRUCTION. AND MINIMIZE THE IMPACT TO STEELHEAD, CALIFORNIA RED-LEGGED FROG, AND SOUTHWESTERN POND TURTLE HABITAT HIS GOAL INCLUDES LOCATING ACCESS ROUTES AND CONSTRUCTION AREAS OUTSIDE OF WETLANDS AND RIPARIAN AREAS TO THE MAXIMIIM EXTENT PRACTICABLE.

PROJECT SITE AND KEPT IN A FREEZER UNTIL FURTHER DIRECTION FROM NATIONAL MARINE FISHERIES SERVICE.

- 78. BIO/MM-20 DURING PROJECT ACTIVITIES ADJACENT TO SANTA ROSA CREEK, ALL TRASH THAT MAY ATTRACT PREDATORS SHALL BE PROPERLY CONTAINED, REMOVED FROM THE WORK SITE, AND DISPOSED OF REGULARLY. FOLLOWING CONSTRUCTION, ALL TRASH AND CONSTRUCTION DEBRIS SHALL BE REMOVED FROM WORK AREAS.
- 79. BIO/MM-21 ALL REFUELING. MAINTENANCE, AND STAGING OF EQUIPMENT AND VEHICLES SHALL OCCUR AT DESIGNATED LOCATIONS AT LEAST 100 FEET FROM RIPARIAN AREAS. FUELING LOCATIONS SHALL HAVE SPILL CONTAINMENT MEASURES AND MATERIALS PRESENT AT ALL TIMES. THE MONITOR SHALL ENSURE CONTAMINATION OF HABITAT DOES NOT OCCUR DURING SUCH OPERATIONS. ALL WORKERS SHALL BE INFORMED OF THE IMPORTANCE OF PREVENTING SPILLS AND OF THE APPROPRIATE MEASURES TO TAKE SHALL A SPILL OCCUR.
- 80. BIO/MM-22 PROJECT AREAS DISTURBED BY CONSTRUCTION SHALL BE REVEGETATED WITH AN ASSEMBLAGE OF NATIVE RIPARIAN WETLAND AND UPLAND VEGETATION NATIVE TO THE AREA LOCALLY COLLECTED PLANT MATERIALS SHALL BE USED TO THE EXTENT PRACTICABLE. INVASIVE NONNATIVE PLANTS WITHIN DISTURBED AREAS SHALL BE CONTROLLED TO THE

81. BIO/MM-24 TO CONTROL SEDIMENTATION DURING AND AFTER PROJECT IMPLEMENTATION. THE CONTRACTOR SHALL

IMPLEMENT BEST MANAGEMENT PRACTICES (BMPS) OUTLINED IN ANY AUTHORIZATIONS OR PERMITS ISSUED UNDER THE

AUTHORITIES OF THE CLEAN WATER ACT FOR THE PROJECT. IF BMPS ARE INEFFECTIVE. THE CONTRACTOR SHALL ATTEMPT TO REMEDY THE SITUATION IMMEDIATELY, IN CONSULTATION WITH THE ENVIRONMENTAL MONITOR AND THE CCSD. 82. CUL T/MM-9 IN THE EVENT ARCHAEOLOGICAL OR HISTORICAL RESOURCES ARE UNEARTHED OR DISCOVERED DURING ANY CONSTRUCTION ACTIVITIES, THE FOLLOWING SHALL APPLY:

CONSTRUCTION ACTIVITIES SHALL CEASE, AND THE CCSD OR ITS DESIGNEE, THE COUNTY ENVIRONMENTAL

COORDINATOR, AND COUNTY PLANNING DEPARTMENT SHALL BE NOTIFIED SO THAT THE EXTENT AND LOCATION OF DISCOVERED MATERIALS MAY BE RECORDED BY A QUALIFIED ARCHAEOLOGIST OR HISTORIAN (AS APPLICABLE). AND DISPOSITION OF ARTIFACTS MAY BE ACCOMPLISHED IN ACCORDANCE WITH STATE AND FEDERAL LAW. IN THE EVENT ARCHAEOLOGICAL RESOURCES ARE FOUND TO INCLUDE HUMAN REMAINS, OR IN ANY OTHER CASE WHEN HUMAN REMAINS ARE DISCOVERED DURING CONSTRUCTION. THE COUNTY CORONER IS TO BE NOTIFIED IN ADDITION TO THE CCSD, COUNTY ENVIRONMENTAL COORDINATOR, AND COUNTY PLANNING DEPARTMENT SO PROPER DISPOSITION

MAY BE ACCOMPLISHED.

BANK UPSTREAM OF THE PREVIOUSLY RESTORED BANK.

IMPLEMENT CUL T/MM-1 THROUGH CUL TLMM-8 AS APPLICABLE. 83. GEO/MM-7 PRIOR TO SITE DISTURBANCE AND DURING TRAIL AND RESOURCE MANAGEMENT WITHIN THE FISCALINI RANCH PRESERVE (FRP). THE CCSD OR ITS DESIGNEE SHALL IMPLEMENT THE FOLLOWING MEASURES: IMPLEMENT SANTA ROSA CREEK BANK STABILIZATION MEASURES IDENTIFIED IN THE PUBLIC ACCESS AND MANAGEMENT PLAN (RRM. 2003).

STREAMBANK RESTORATION PLANS SHALL BE DEVELOPED TO CONTROL BANK EROSION ON THE SANTA ROSA CREEK EAST

- 84. HYD/MM-1 DURING RESTORATION ACTIVITIES WITH IN THE SEACLIFT GULLY, SOIL STABILIZATION MEASURES SHALL BE IMPLEMENTED TO ENSURE THAT SEDIMENTATION OR DEBRIS DO NOT MOVE DOWNSTREAM AND REDUCE THE DRAINAGE
- 85. N/MM-1 DURING CONSTRUCTION ACTIVITIES. THE USE OF FOLIPMENT SHALL BE LIMITED TO ALLOWED WORK HOURS AS DEFINED IN THE EXISTING COUNTY NOISE ORDINANCE, 7:00 A.M. TO 9:00 P.M. MONDAY THROUGH FRIDAY) AND 8:00 A.M. TO 5:00 P.M. (SATURDAY AND SUNDAY).
- CONDITIONS TO BE COMPLETED PRIOR TO OCCUPANCY OR FINAL BUILDING INSPECTION ESTABLISHMENT OF THE USE: AES/MM-7 UPON IMPLEMENTATION OF THE PUBLIC ACCESS AND MANAGEMENT PLAN, SHORT TERM ACTIONS OF PHASED IMPROVEMENTS SHALL INCLUDE THE FOLLOWING CONCEPT: INSTALL AND MAINTAIN VISUAL SCREEN PLANTING WHERE FEASIBLE AT AREAS IDENTIFIED IN THE MANAGEMENT PLAN AND SUBSEQUENT VISUAL ASSESSMENTS AS AREAS LIKELY TO

87. BIO/MM-27 FOR THE LIFE OF THE PROJECT, NO VEHICULAR PARKING SHALL BE ALLOWED ON THE FISCALINI RANCH PRESERVE.

- WITH THE EXCEPTION OF: EXISTING AMERICAN DISABILITIES ACT (ADA) PARKING LOCATED AT THE NORTHERN TERMINUS OF THE MARINE TERRACE TRAIL I BLUFF TRAIL: THE EXISTING TURN-OUT AT THE HIGHWAY 1 STAGING AREA: PARKING INCLUDED IN THE APPROVED COMMUNITY PARK MASTER PLAN ON THE EAST FISCALINI RANCH PRESERVE; AND, MAINTENANCE AND EMERGENCY VEHICLES AND EQUIPMENT.
- 88. CUL T/MM-4 UPON COMPLETION OF ALL MONITORING/MITIGATION ACTIVITIES, THE CONSULTING ARCHAEOLOGIST SHALL SUBMIT A REPORT TO THE CCSD AND COUNTY ENVIRONMENTAL COORDINATOR SUMMARIZING ALL MONITORING/MITIGATION ACTIVITIES AND CONFIRMING THAT ALL RECOMMENDED MITIGATION MEASURES HAVE BEEN MET
- 89. CUL T/MM-6 UPON IMPLEMENTATION OF PROPOSED TRAIL AND AMENITY IMPROVEMENTS. THE CCSD OR ITS DESIGNEE SHALL IMPLEMENT A SIGN PROGRAM FOR THE PROTECTION OF ENVIRONMENTAL RESOURCES. SIGNAGE SHALL INCLUDE THE FOLLOWING, OR SIMILAR, LANGUAGE: "PLEASE STAY ON DESIGNATED TRAILS. DISTURBANCE OF SENSITIVE BIOLOGICA HABITATS AND COLLECTION OF ARTIFACTS SUCH AS ARROWHEADS, OLD BOTTLES, AND OTHER MATERIALS IS EXTREMELY DAMAGING". AT A MINIMUM, SIGNAGE SHALL BE PLACED AT TRAILHEADS.
- 90. CUL T/MM-8 UPON COMPLETION OF ALL MONITORING/MITIGATION ACTIVITIES, THE CONSULTING HISTORICAL ARCHAEOLOGIST SHALL SUBMIT A REPORT TO THE CCSD AND COUNTY ENVIRONMENTAL COORDINATOR SUMMARIZING ALL MONITORING/MITIGATION ACTIVITIES AND CONFIRMING THAT ALL RECOMMENDED MITIGATION MEASURES HAVE BEEN MET.
- 91. GEO/MM-1 ANY ADDITIONAL IMPROVEMENTS OR ADDITIONS TO THE BLUFF TRAIL SHALL BE SET BACK FROM THE BLUFF TOP A MINIMUM OF 25 FEET BASED ON SITE INVESTIGATIONS, COASTAL COMMISSION AND SAN LUIS OBISPO COUNTY DEPARTMEN OF PLANNING AND BUILDING REQUIREMENTS AND GUIDELINES, AND TO THE EXTENT FEASIBLE CONSIDERING PROTECTION OF WETLAND RESOURCES.
- 92. GEO/MM-6 THE CCSD SHALL CREATE A PLAN FOR EVACUATION BASED ON THE NWS WARNING GUIDANCE AND THE SAN LUIS OBISPO COUNTY TSUNAMI EMERGENCY RESPONSE PLAN. IN THE EVENT OF AN ANTICIPATED TSUNAMI, THE CCSD OR RANCH MANAGER SHALL POST NWS WARNINGS AT EACH TRAILHEAD
- HM/MM-2 TO REDUCE THE POTENTIAL FOR WILDLAND FIRE, THE CCSD SHALL IMPLEMENT THE FIRE MANAGEMENT AND PREVENTION STRATEGIES INCLUDED IN THE MANAGEMENT PLAN, INCLUDING, BUT NOT LIMITED TO: CREATING A DEFENSIBLE ZONE OF 50-300 FEET ADJACENT TO THE LODGE HILL NEIGHBORHOOD: PROHIBITING SMOKING AND FIRES OF ANY KIND WITHIN THE FRP;
- CLEARING DEAD STANDING TREES, DENSE UNDERBRUSH AND TREE LIMBS UP TO SIX FEET ABOVE GROUND; POSTING RED FLAGS AT STAGING AREAS TO WARN VISITORS TO BE CAREFUL EXTRA VIGILANT PERIODS OF HIGH FIRE HAZARDS: AND.
- COORDINATING ALL RANCH MAINTENANCE ACTIVITIES WITH THE CFD. 94. HM/MM-3 PRIOR TO OPERATION OF THE COMMUNITY PARK, THE CCSD SHALL SUBMIT A HAZARDOUS MATERIALS BUSINESS PLAN TO THE COUNTY DIVISION OF ENVIRONMENTAL HEALTH.
- 95. PSU/MM-2 TRAILS PROPOSED FOR EMERGENCY ACCESS, INCLUDING THE MARINE TERRACE TRAIL AND SANTA ROSA CREEK (WEST) TRAIL SHALL BE MAINTAINED TO ENSURE FUNCTION AND EMERGENCY ACCESS THROUGHOUT THE FRP
- 96. PSU/MM-3 THE CAMBRIA CSD FIRE DEPARTMENT SHALL USE EXISTING VEHICLES AND TRUCKS CAPABLE OF CARRYING RESCUE PERSONNEL AND THEIR EQUIPMENT AS WELL AS INDIVIDUAL VICTIMS. THROUGHOUT THE FRP. 97. PSU/MM-4 IMMEDIATELY FOLLOWING USE OF AN EMERGENCY VEHICLE ON NON-EMERGENCY ACCESS ROADS ON THE FRP. THE
- FRP MANAGER SHALL INSPECT THE TRAIL AND IMPLEMENT EROSION CONTROL MEASURES AND SITE RESTORATION AS 98. PSU/MM-6 THE CAMBRIA CSD FIRE DEPARTMENT SHALL CONTINUE TO ENGAGE IN ANNUAL FUEL REDUCTION ACTIVITIES,
- ESPECIALLY IN THE URBAN/WILDLAND INTERFACE AREAS ON THE NORTH AND BOUNDARIES OF THE WEST FRP, AS OUTLINED IN THE PUBLIC ACCESS AND RESOURCE MANAGEMENT PLAN. 99. PSU/MM-8 TURN-OUTS AND OTHER AREAS NOT APPROVED FOR VEHICLE PARKING SHALL BE APPROPRIATELY SIGNED TO
- INFORM VISITORS OF THE NO CAMPING AND NO PARKING LIMITATIONS OF THE FRP. 100 PSU/MM-S DURING MANAGEMENT OF THE FRP. THE CCSD OR RANCH MANAGER SHALL MONITOR TRASH QUANTITY AND DETERMINE IF ADDITIONAL TRASH AND RECYCLING RECEPTACLES AND TRASH PICK-UP DAYS ARE NECESSARY. TRASH RECEPTACLES SHALL BE PLACED AT MAJOR TRAIL HEADS AT THE BOUNDARY OF THE RANCH, AND ADJACENT TO ALL PARKING
- 101. TC/MM-2 THE CCSD OR FRP MANAGER SHALL CONTINUE TO COORDINATE WITH THE CAMBRIA TROLLEY SERVICE TO DETERMINE APPROPRIATE DAYS OF SERVICE AND TROLLEY STOP LOCATIONS ON AND IN THE IMMEDIATE VICINITY OF THE WEST
- 102. TC/MM-3 UPON PREPARATION OF INFORMATIONAL PUBLICATIONS REGARDING THE WEST FRP, THE CCSD SHALL INCLUDE A DESCRIPTION OF AND ENCOURAGE ALTERNATIVE TRANSPORTATION METHODS TO ACCESS THE FRP, INCLUDING TROLLEY STOPS, BICYCLE ROUTES, AND PEDESTRIAN WALKWAYS.
- 103. TC/MM-6 DURING OPERATION OF THE SPORTS FIELDS, THE CCSD SHALL IMPLEMENT A FIELD ROTATION PROGRAM. THE PROGRAM SHALL ENSURE THAT DURING ORGANIZED SPORTING EVENTS, NO MORE THAN FOUR SPORTS FIELDS ARE IN
- 104. LANDSCAPING IN ACCORDANCE WITH THE APPROVED LANDSCAPING PLAN SHALL BE INSTALLED OR BONDED FOR BEFORE FINAL BUILDING INSPECTION I ESTABLISHMENT OF THE USE. IF BONDED FOR, LANDSCAPING SHALL BE INSTALLED WITHIN 60 DAYS AFTER FINAL BUILDING. ALL LANDSCAPING SHALL BE MAINTAINED IN A VIABLE CONDITION IN PERPETUITY.
- 105. PRIOR TO OCCUPANCY OR FINAL INSPECTION, WHICHEVER OCCURS FIRST, THE APPLICANT SHALL OBTAIN FINAL INSPECTION AND APPROVAL FROM CDF OF ALL REQUIRED FIREFLIFE SAFETY MEASURES. 106.PRIOR TO OCCUPANCY OF ANY STRUCTURE ASSOCIATED WITH THIS APPROVAL, THE APPLICANT SHALL CONTACT THE

### APPROVAL.

INCLUDING THEM ON THE CCSD BOARD OF DIRECTORS AGENDA.

IN GRAY TEXT.

COUNTY PUBLIC WORKS DIRECTOR.

- ON-GOING CONDITIONS OF APPROVAL (VALID FOR THE LIFE OF THE PROJECT): 107. ON-GOING CONDITION OF APPROVAL (VALID FOR THE LIFE OF THE PROJECT), AND IN ACCORDANCE WITH COUNTY CODE SECTION 13.08. NO ACTIVITIES ASSOCIATED WITH THIS PERMIT SHALL BE ALLOWED TO OCCUR WITHIN THE PUBLIC RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, PROJECT SIGNAGE; TREE PLANTING; FENCES; ETC WITHOUT A VALID
- ENCROACHMENT PERMIT ISSUED BY THE DEPARTMENT OF PUBLIC WORKS. 108 ON-GOING CONDITION OF APPROVAL (VALID FOR THE LIFE OF THE PROJECT). THE CCSD SHALL BE RESPONSIBLE FOR OPERATION AND MAINTENANCE 01 PUBLIC ROAD FRONTAGE SIDEWALKS, LANDSCAPING, STREET LIGHTING, PARKING LOTS AND PEDESTRIAN AMENITIES IN A VIABLE CONDITION AND ON A CONTINUING BASIS INTO PERPETUITY OR UNTIL SPECIFICALLY
- ACCEPTED FOR MAINTENANCE BY ANOTHER PUBLIC AGENCY. 109. ON-GOING CONDITION OF APPROVAL (VALID FOR THE LIFE OF THE PROJECT), INDIVIDUAL TRAFFIC IMPACTING IMPROVEMENTS (NOT LIMITED TO BUT INCLUDING: PARKING LOTS, PARKING SPACES, PEDESTRIAN AMENITIES ALONGSIDE ROADWAYS), SHALL REQUIRE A TRAFFIC ENGINEER'S REPORT TO ESTABLISH NECESSARY MITIGATIONS UNLESS WAIVED BY THE
- 110. ON-GOING CONDITION OF APPROVAL (VALID FOR THE LIFE OF THE PROJECT), AND IN ACCORDANCE WITH TITLE 13.01 OF THE COUNTY CODE THE 'APPLICANT SHALL BE RESPONSIBLE FOR PAYING TO THE DEPARTMENT OF PUBLIC WORKS THE APPROPRIATE NORTH COAST ROAD IMPROVEMENT FEES FOR EACH FUTURE BUILDING PERMITTED IN THE AMOUNT REVAILING AT THE TIME OF PAYMENT
- 111. ON-GOING CONDITION OF APPROVAL (VALID FOR THE LIFE OF THE PROJECT), THE PROJECT'S VARIOUS DEVELOPMENTS SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PHASE I AND I OR PHASE II STORM WATER PROGRAM AND THE COUNTY'S STORM WATER POLLUTION CONTROL AND DISCHARGE ORDINANCE, TITLE 8, SECTION 8.68 ET SEC.
- 112. A. EQUESTRIANS ARE LIMITED BY THE MANAGEMENT PLAN TO USING THE FOIL OWING TRAILS: MARINE TERRACE (2) RIDGE (3) CREEK TO FOREST (7), WEST SANTA ROSA CREEK (8), AND CREEK TO RIDGE (9) TRAILS, THE NUMBER OF EQUESTRIANS USING THE FISCALINI RANCH PRESERVE CANNOT EXCEED 6 PER DAY NOT TO EXCEED 12 PER WEEK. EQUESTRIANS SHALL NOT RIDE IN THE CREEK OR WITHIN RIPARIAN AREAS. THERE SHALL BE NO OFF TRAIL RIDING OR CROSSING BENEATH HIGHWAY 1. ALL TRAILS SHALL INCLUDE SIGNAGE TO NOTIFY USERS OF THESE RESTRICTIONS. B. THE APPLICANT SHALL SUBMIT FOR PLANNING DEPARTMENT APPROVAL A REVISED TRAIL PLAN CONSISTENT WITH THE CHANGES AS SHOWN ON EXHIBIT D PRESENTED AT THE PLANNING COMMISSION HEARING. C. COUNTY APPROVED BARRIERS SHALL BE INSTALLED ON EITHER SIDE OF SANTA ROSA CREEK TO PREVENT EQUESTRIAN USE IN
- 113. ANNUAL MONITORING REPORTS SHALL BE SUBMITTED TO THE COUNTY PLANNING DEPARTMENT CONSISTENT WITH THE 114. CCSD WILL PROVIDE ADEQUATE TIMELY NOTIFICATION TO THE COUNTY AND THE PUBLIC BEFORE PROJECTS COMMENCE BY
- 115. THIS LAND USE PERMIT IS A PHASED PROJECT AS DESCRIBED IN CONDITION 1. THE LAND USE PERMIT IS CONSIDERED TO BE VESTED ONCE A CONSTRUCTION PERMIT HAS BEEN ISSUED AND SUBSTANTIAL SITE WORK HAS BEEN COMPLETED WITHIN THE TIME PERIOD OUTLINED IN CONDITION 1. IN THIS CASE, THIS LAND USE PERMIT IS CONSIDERED TO BE VESTED ONCE ONE OF THE PROJECTS (NOT LISTED AS "COMPLETE") FROM TABLE A IS IMPLEMENTED AND CONSTRUCTED.
- 116. ALL CONDITIONS OF THIS APPROVAL SHALL BE STRICTLY ADHERED TO. WITHIN THE TIME FRAMES SPECIFIED AND IN AN ON-GOING MANNER FOR THE LIFE OF THE PROJECT. FAILURE TO COMPLY WITH THESE CONDITIONS OF APPROVAL MAY RESULT IN AN IMMEDIATE ENFORCEMENT ACTION BY THE DEPARTMENT OF PLANNING AND BUILDING. IF IT IS DETERMINED THAT VIOLATION(S) OF THESE CONDITIONS OF APPROVAL HAVE OCCURRED, OR ARE OCCURRING, THIS APPROVAL MAY BE REVOKED PURSUANT TO SECTION 23.10.160 OF THE LAND USE ORDINANCE.

NOT ALL CONDITIONS OF APPROVAL APPLY TO PHASE 2 OF THE PROJECT. CONDITIONS OF APPROVAL APPLICABLE TO PHASE 2 ARE SHOWN IN BLACK TEXT. CONDITIONS OF APPROVAL NOT APPLICABLE TO PHASE 2 ARE SHOWN

CAPACITY OF THE 36-INCH CULVERT BENEATH WINDSOR BOULEVARD

NGINEER OF RECORD:



by Matt Varvel o. PMTC2022-00061 Date: 02 inty or state laws. ke this permit or requ y are in error. These proved plans shall be made available

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PLAN CHECK CORRECTIONS 1/24/2024

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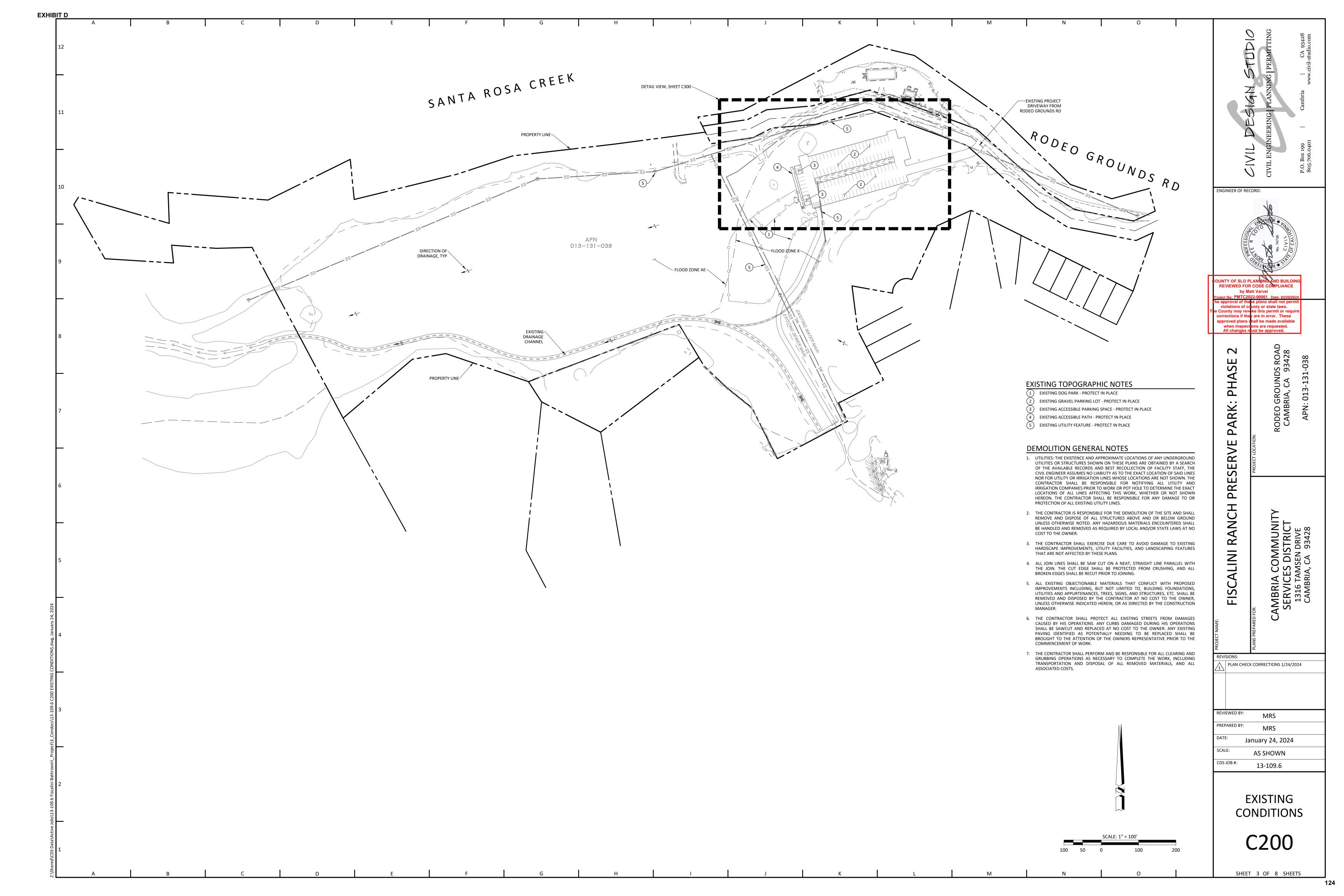
REVIEWED BY: MRS PREPARED BY: MRS January 24, 2024

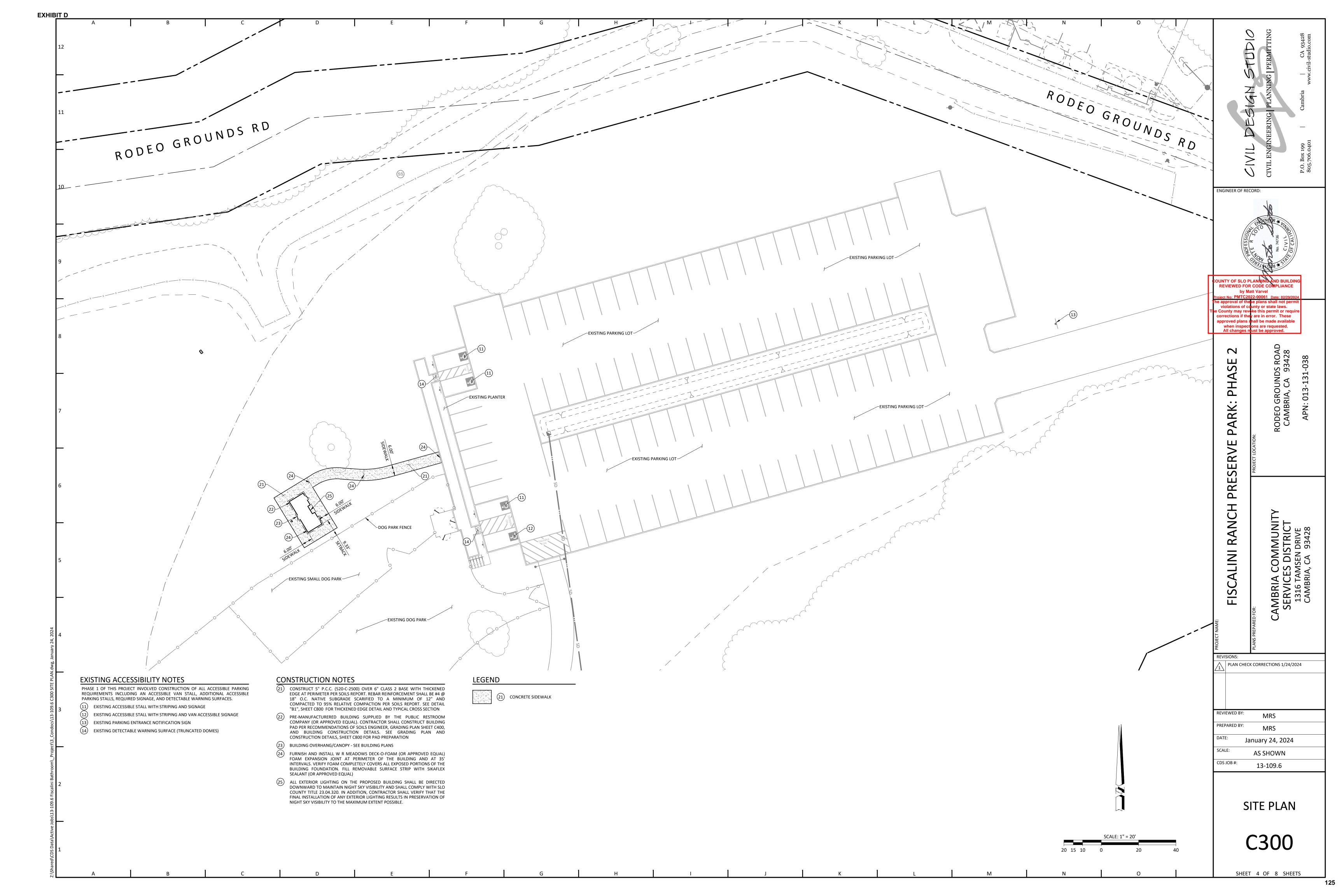
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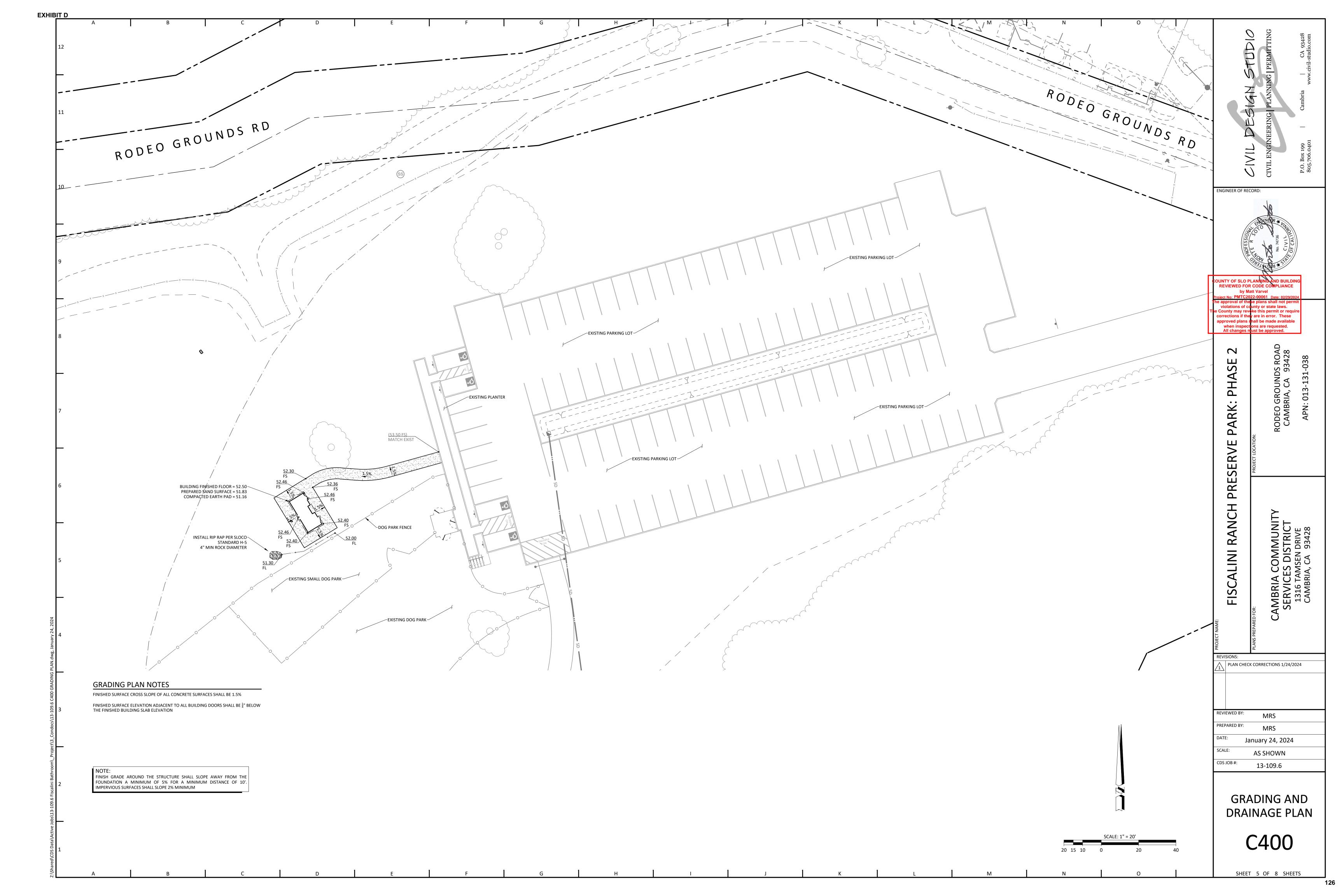
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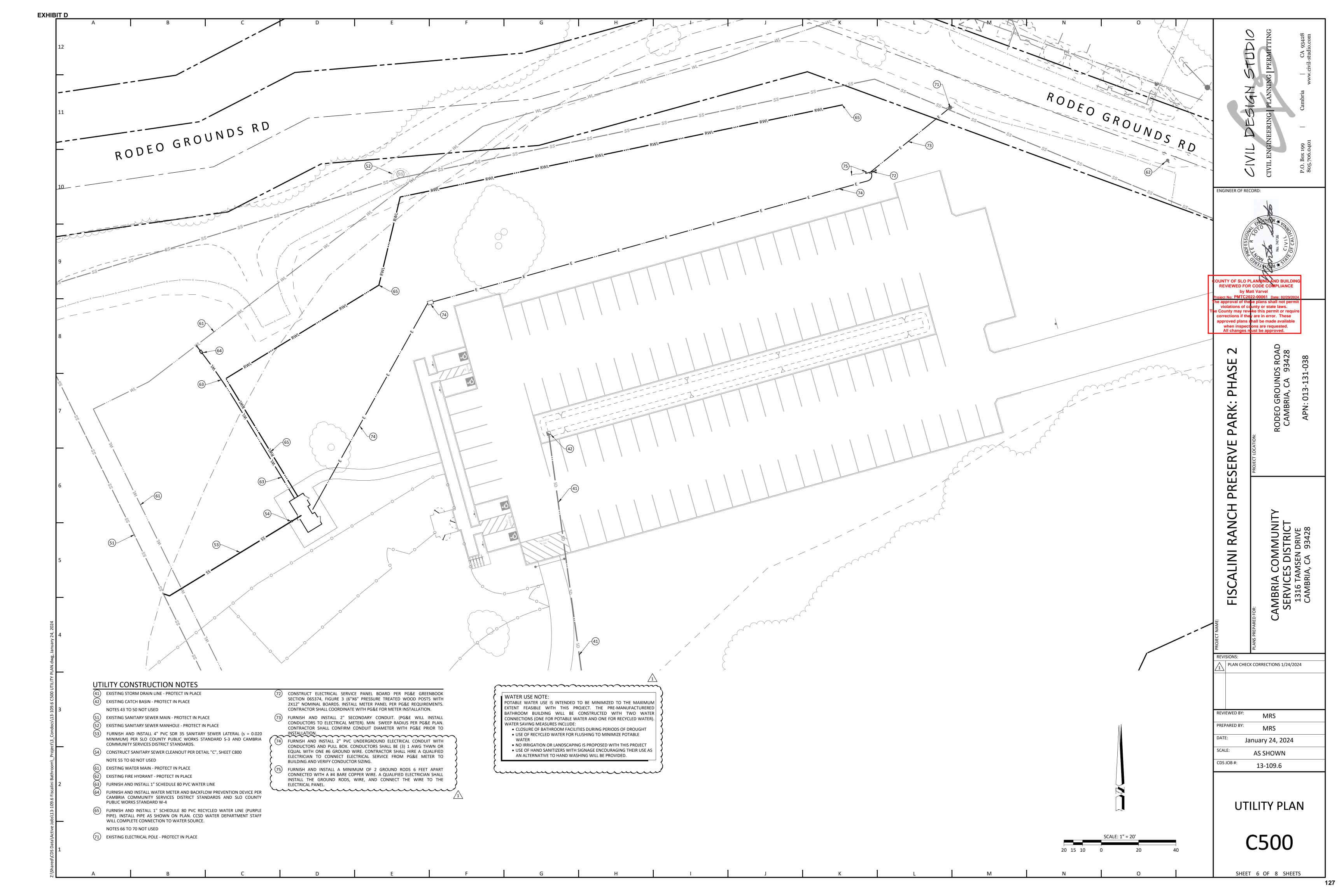
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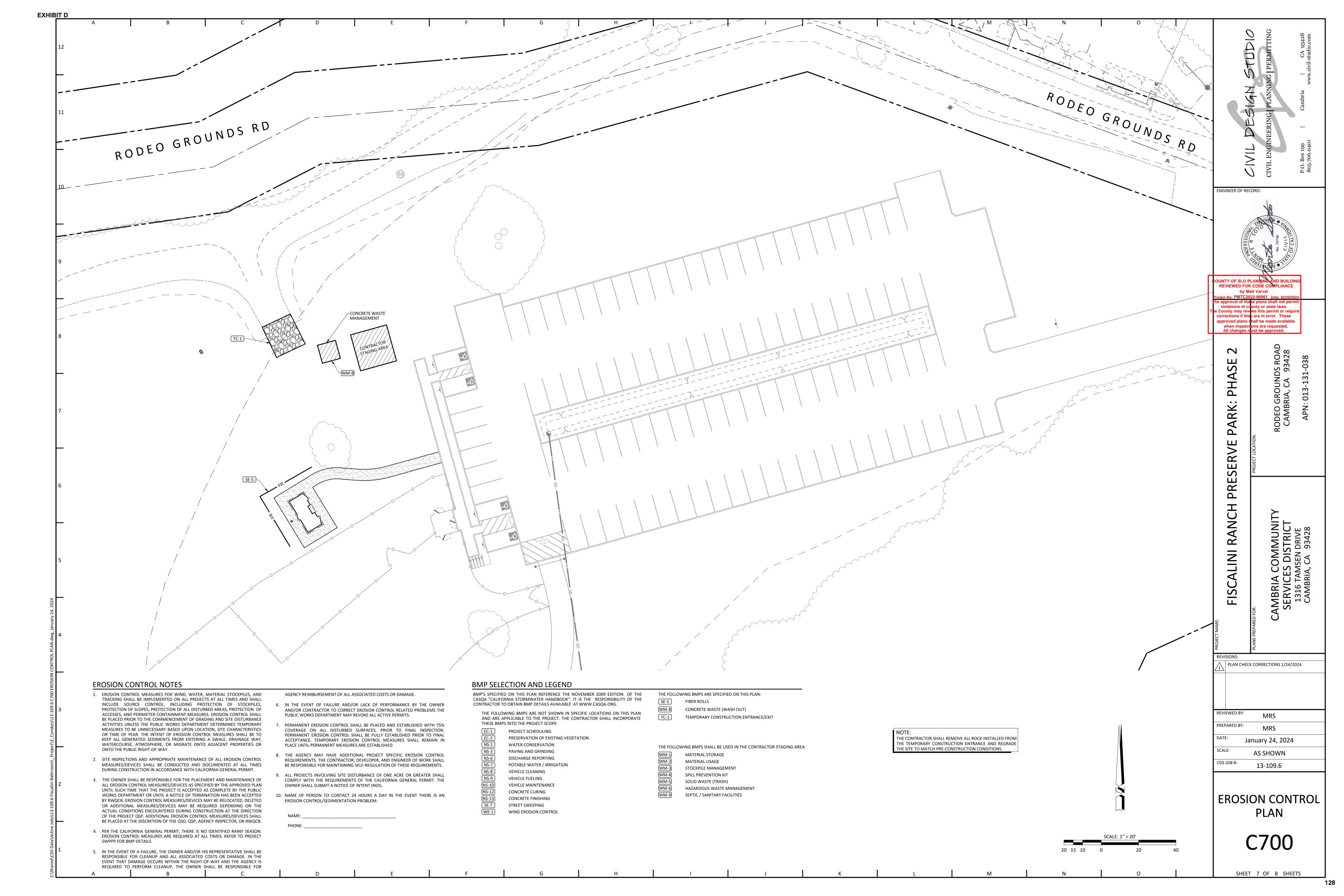
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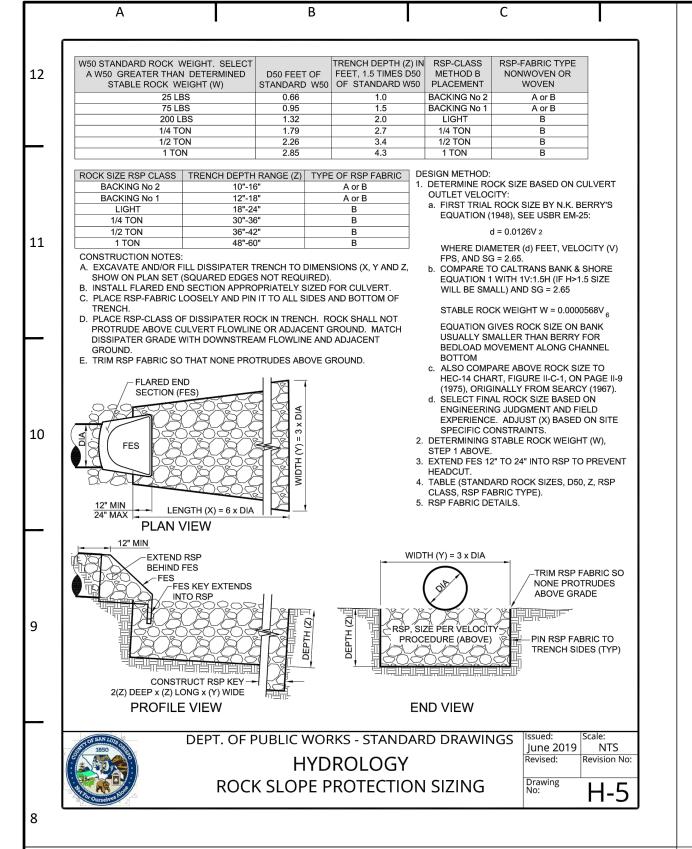


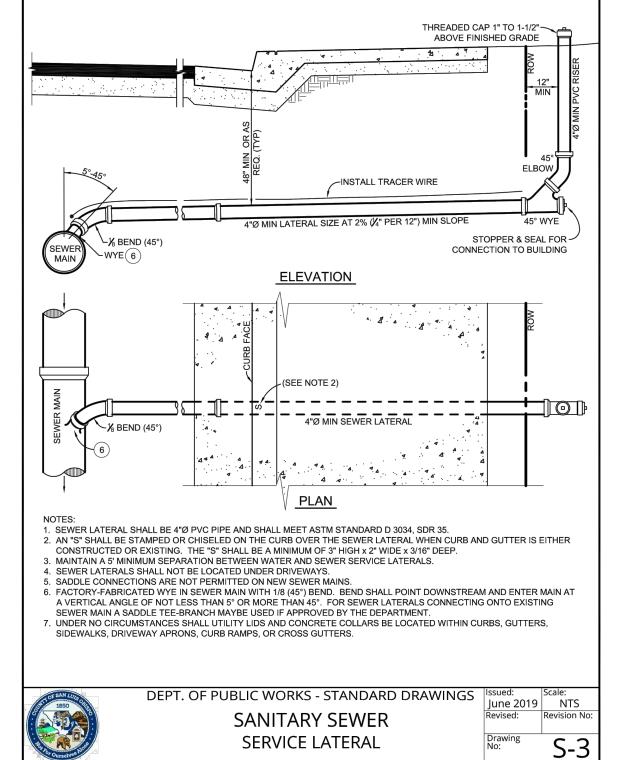


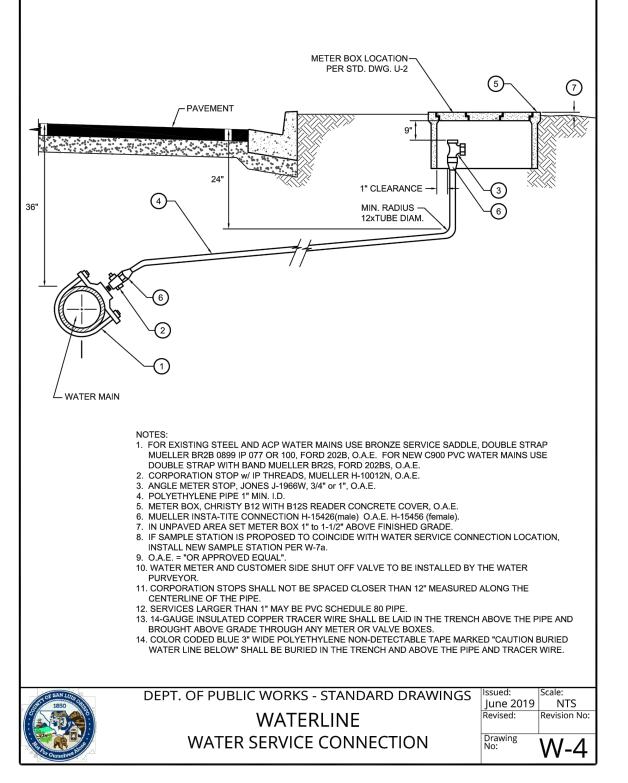


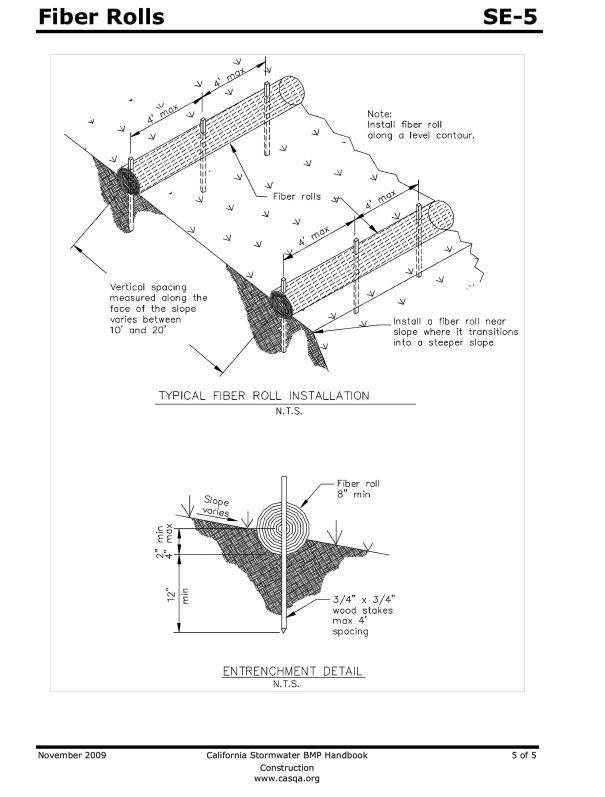


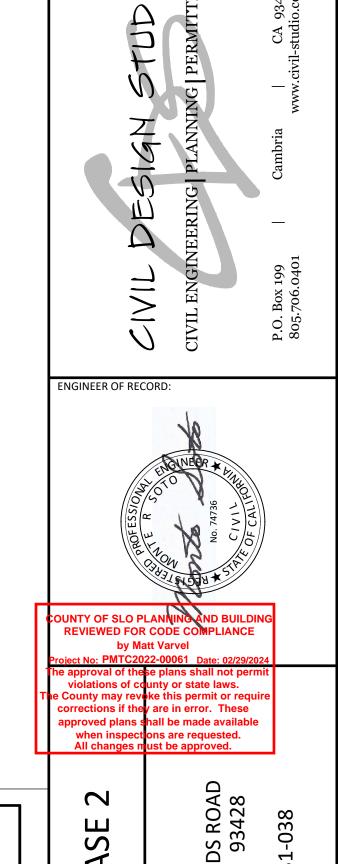












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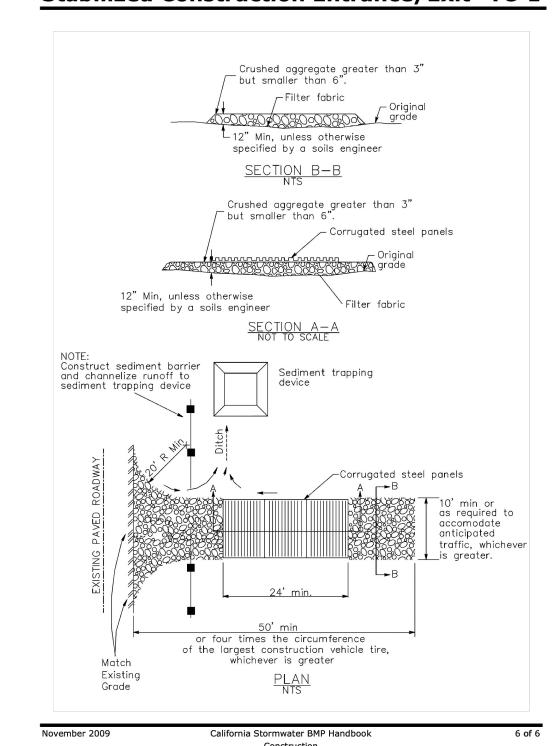
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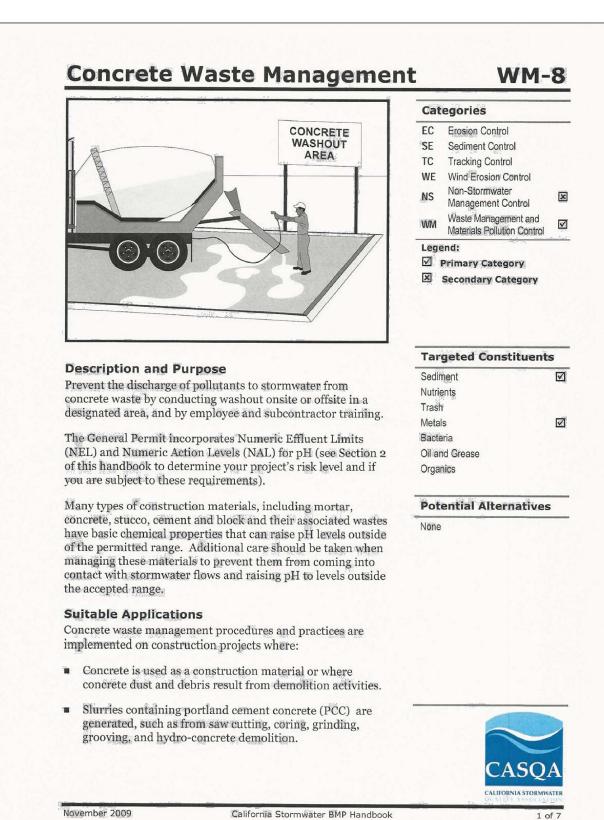
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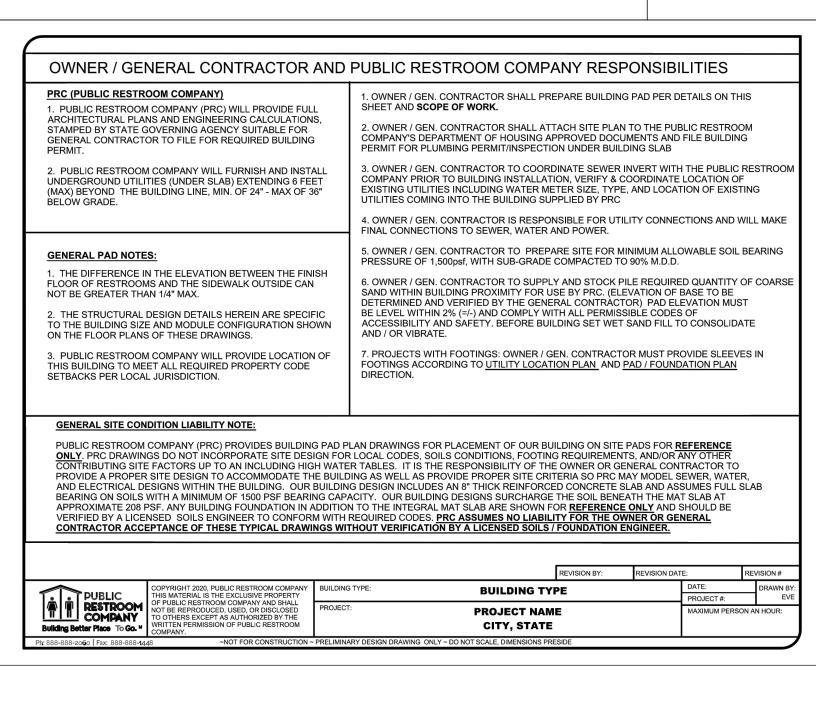


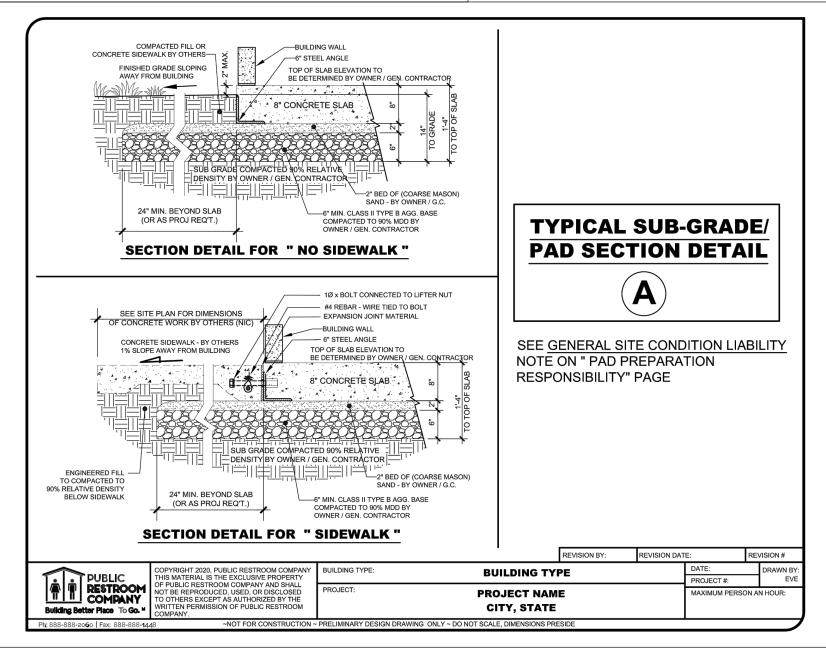


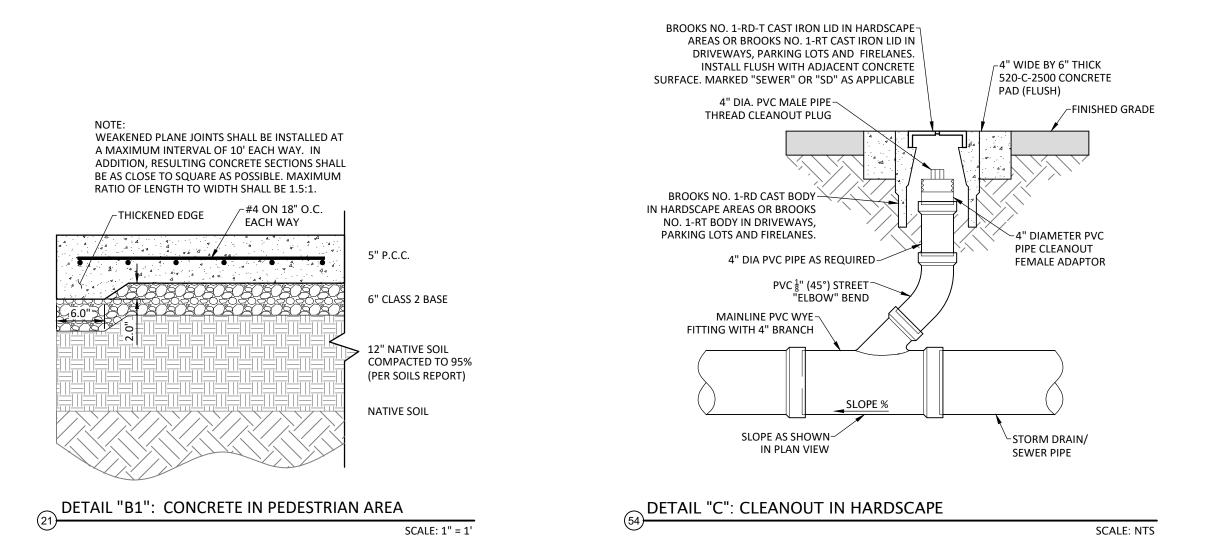
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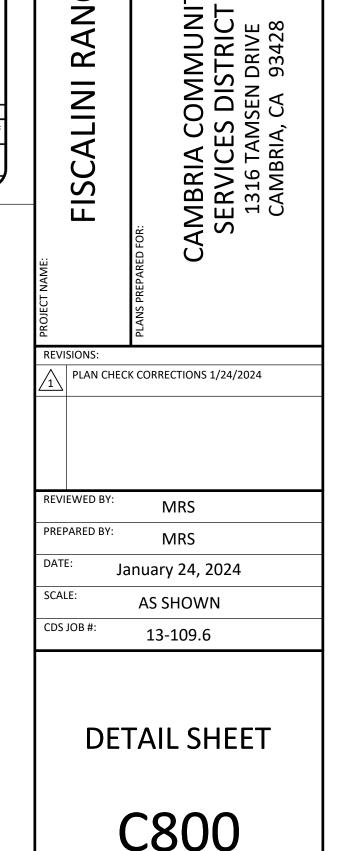


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SHEET 8 OF 8 SHEETS

**⅃** 129

# Restroom Building

# FISCALINI RANCH PUBLIC BATHROOM

# Cambria, CA

# DE COMPLIANCE

APPLICABLE CODES:

2022 CALIFORNIA BUILDING CODE

• 2022 CALIFORNIA PLUMBING CODE

 2022 CALIFORNIA ELECTRICAL CODE 2022 CALIFORNIA GREEN CODE

 2022 CALIFORNIA ENERGY CODE ADA TITLE II (28 CFR PART 35) & 2010 ADAS

APPLICABLE TO STATE & LOCAL GOVERNMENT SERVICES, PROGRAMS & ACTIVITIES

**RESTROOM BUILDING** 

U (w/ ACCESSIBILITY PROVISIONS) - RESTROOMS OCCUPANCY & USE

U - MECHANICAL ROOM FIRE SPRINKLERS:

TYPE OF CONSTRUCTION:

BUILDING HEIGHT 1 STORY (1 ALLOWED)

FLOOR AREA:

MECHANICAL ROOM 167.5 s.f. (BUILDING FOOTPRINT) (5,500 s.f. ALLOWED)

OCCUPANT LOAD:

MECHANICAL ROOM - 30 gross s.f. / 300 = 1 TOTAL OCCUPANT LOAD = 3

**CLIMATE ZONE:** 

11060 PRC JOB NUMBER:

PS-022-DF-BF PRC MODEL NUMBER:

**NUMBER OF MODS:** 

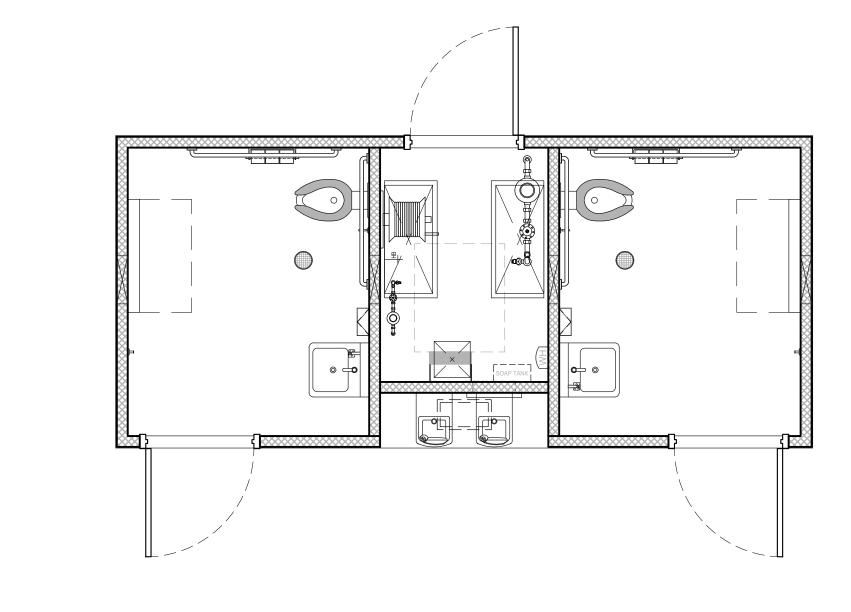
BLAZER JOB NUMBER:

# GENERAL NOTES

- THE STRUCTURAL DESIGN DETAILS HEREIN ARE SPECIFIC TO THE BUILDING SIZE AND MODULE CONFIGURATION SHOWN ON THE FLOOR PLAN OF THESE DRAWINGS.
- LOCATION OF THIS BUILDING SHALL MEET REQUIRED PROPERTY CODE SETBACKS PER LOCAL JURISDICTION.
- ACCESSIBILITY TO THIS STRUCTURE SHALL BE IN CONFORMANCE WITH LOCAL CODE INCLUDING ALL PATHWAYS. RAMPS AND PATHS OF TRAVEL FOR PARKING TO THE BUILDING.
- SOIL BEARING REQUIREMENT IS 1500 PSF, SUB GRADE COMPACTION AT 90%.
- BUILDING PLUMBING SYSTEM IS BASED UPON FULL FLOW EXISTING WATER SERVICE. LOSS OF REQUIRED FLOW RATE OF 10 GPM OR PRESSURE BELOW 35 PSI MAX NECESSITATE AN INTERMEDIATE WELL TANK AND CHECK VALVE IN LINE.
- ALL DIMENSIONS HEREIN ARE NOMINAL AND SUBJECT TO CHANGE AS LONG AS THEY DO NOT VIOLATE CODE.
- THIS BUILDING IS DESIGNATED AS A NON-HABITABLE SPACE AND IS NOT DESIGNED TO BE HEATED OR COOLED.
- THIS BUILDING DOES NOT CONFORM WITH TITLE 24 MINIMUM INSULATION REQUIREMENTS AS THIS IS A NON-HABITABLE STRUCTURE.
- THIS BUILDING IS NOT DESIGNED OR APPROVED FOR WUI LOCATION.
- ALL WORK REQUIRED TO BE COMPLETED ON SITE SUBJECT TO LOCAL REVIEW, APPROVAL AND INSPECTION BY LOCAL AHJ.
  - a. SITE CONCRETE FOUNDATION (IF APPLICABLE)
  - b. COMPACTED BUILDING PAD ENGINEERED
  - c. UNDER SLAB UTILITY PIPING (SEE NOTE) d. ELECTRICAL SERVICE AS REQUIRED
  - e. WATER SERVICE AS REQUIRED
  - f. SEWER (DWV) SERVICE AS REQUIRED

CONNECTIONS IN ACCORDANCE w/ SECTION 4368.

- g. CONCRETE WALKWAY COMPLIANT WITH PATH OF TRAVEL FROM ACCESSIBLE PARKING NOTE: PUBLIC RESTROOM COMPANY WILL ONLY FURNISH AND INSTALL UNDERGROUND UTILITIES (UNDER SLAB) EXTENDING 6 FEET (MAX.) BEYOND THE BUILDING LINE. MIN. OF 24" -
- MAX. OF 36" BELOW GRADE U.N.O. ALL UTILITY BOXED TO BE PROVIDED BY OTHERS. - SITE INSTALLATION DETAILS ARE NOTED ON SHEETS S-1 FOR STRUCTURAL CONNECTIONS, A-2 FOR WEATHERIZATION FINISH, P-1 FOR PLUMBING CONNECTIONS & E-1 FOR ELECTRICAL
  - a. SERVICE HOOKUPS (PLUMBING AND ELECTRICAL CONNECTIONS).
  - b. PATCH AND FINISH AT CRANE PICK LOCATIONS AS NEEDED.
  - c. INSTALL AND CONNECT PLUMBING DRAIN TRAPS ASSEMBLIES PER P-1 HEREIN



NOTE: FINAL LOCATIONS OF P.O.C. TO BE COORDINATED WITH P.R.C. AND TO BE CONFIRMED ON SITE. UTILITY BOXES TO BE PROVIDED BY OTHERS.

# PROJECT INFORMATION

SITE ADDRESS: FISCALINI RANCH PUBLIC BATHROOM - 2021 Rodeo Grounds Road, Cambria, CA 93428

PROJECT OWNER:

Cambria Community Services District, CA 5500 Health Lane

Cambria, CA 93428 CONTACT: Ray Dienzo

POSITION: Acting General Manager/ Utilities Department Manager / District Engineer (805) 927-6119

(805) 927-6226 EMAIL: rdienzo@cambriacsd.org STRUCTURAL ENGINEER:

**R & S TAVARES ASSOCIATES** 1590 W. Bernardo Court, Suite 100 San Diego, CA 92127 CONTACT: Mariana Cardoso POSITION: Controller

PHONE: (858) 444-3344 EMAIL: mariana@rstavares.com

DESIGNER / DEALER:

**PUBLIC RESTROOM COMPANY** 2587 Business Parkway Minden, NV 89423 CONTACT: Chad Kaufman (888) 888-2060 PHONE: FAX: (888) 888-1448 E-MAIL: chad@publicrestroomcompany.com

CERTIFIED MANUFACTURER: BLAZER INDUSTRIES, Inc. P.O. Box 489 Aumsville, OR 97325 CONTACT: Jamie Holmes PHONE: (503) 749-1900 FAX: (503) 749-3969 James@blazerind.com

# DRAWING INDEX

REVIEWED FOR CODE COMPLIANCE

COUNTY OF SLO PLANNING AND BUILDI

SHE	EETS	PM PLAN REVIEW - 03/31/2023	DESIGN REVIEW - 04/03/2023	PM PLAN REVIEW - 05/30/2023	BLAZER PLAN REVIEW - 06/06/2023	STRUCTURAL REVIEW - 06/12/2023	CONSTRUCTION DOCUMENTS - 06/23/2023	
T-1	TITLE SHEET	•	•	•	•			
AC	ACCESSIBILITY COMPLIANCE	•		•			•	
A-1	FLOOR PLAN, STRUCTURAL DESIGN & SCHEDULES					•	•	
A-1.1	BUILDING SECTIONS, ROOF FRAMING & T.O. THE WALL CAP BEAM PLANS				•	•		
A-2	EXTERIOR ELEVATIONS & SCHEDULE	•				•		
A-3	INTERIOR ELEVATIONS & SCHEDULES	•			•			
P-1	PLUMBING PLAN & SCHEDULES			•	•		•	
E-1	ELECTRICAL PLAN & SCHEDULES				•			
S-1	CONCRETE SLAB & STEEL PERIMETER PLAN & DETAILS							

# DESIGN LOADS

		JI UNAL D	ESIGN CRITERIA	
GRAVIT	Y LOADS		SEISMIC	
	FLOOR LIVE	100 psf	SEISMIC DESIGN CATEGORY	D
			SITE CLASS	D
	FLOOR DEAD	100 psf	IMPORTANCE FACTOR	1.00
	ROOF LIVE	20 psf	RISK CATEGORY	II
	ROOF DEAD	10 psf	MAPPED ACCELERATIONS	
	EXTERIOR WALL DEAD	30 psf	S <sub>S</sub>	1.205
			S <sub>1</sub>	0.435
SNOW			SPECTRAL RESPONSE	
	GROUND SNOW, $P_q$	0 psf	S <sub>DS</sub>	0.964
	FLAT-ROOF SNOW, P <sub>f</sub>	0 psf	S <sub>D1</sub>	0.54
	IMPORTANCE FACTOR, Is	1.0	SEISMIC FORCE RESISTING SYSTEM	A7
	EXPOSURE FACTOR, Ce	1.0	DESIGN BASE SHEAR	0.193W
	THERMAL FACTOR, Ct	1.0	RESPONSE MODIFICATION FACTOR	5.0
	•		ANALYSIS PROCEDURE	ASCE7-16
WIND				
	ULTIMATE WIND SPEED, Vult	142 mph		
	WIND SPEED, Vasd	110 mph	FLOOD	
	EXPOSURE CATEGORY	С	BUILDING SHALL NOT BE LOCATED, IN WH	
	RISK CATEGORY	II	PART, IN A FLOOD HAZARD AREA AS ESTA	
	INTERNAL PRESSURE, GCpi	+/- 0.18	BY THE AUTHORITY HAVING JURISDICTION	
	MEAN ROOF HEIGHT	15 Ft	SET ON A FOUNDATION DESIGNED IN ACC	
	WEX WITHOUT THE IGHT	1011	WITH ASCE/SEI 25. THE FLOOD RESISTAN	
	BUILDING SHALL NOT BE PLA	CED ON THE	FOUNDATION SHALL BE DESIGNED BY A FINESIGN PROFESSIONAL AND CONSTRUCT	_
	UPPER HALF OF A HILL OR ES		RESIST ALL FLOOD LOADS WITHOUT TRAI	_
	EXCEEDING 15 FEET IN HEIGH	HT	LOADS TO THE MODULAR STRUCTURE.	TOI LITTINO

COMPONENTS & CLADDING WIND LOADS							
END ZONE INTERIOR Z							
COMPONENT	(psf)	(psf)					
WINDOWS & SIDING	+35.4 / -35.4	+28.6 / -28.6					
DOORS	+35.4 / -35.4	+28.6 / -28.6					
ROOF CLADDING	+71.2 / -71.2	+48.8 / -48.8					
ROOF OVERHANGS	+84.6 / -84.6	+71.2 / -71.2					

STRUCTURAL ONLY



Description



**CONSTRUCTION DOCUMENTS** 06/23/2023

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PUBLIC RESTROOM COMPANY 587 Business Pkwy, Minden, NV 89423 Ph: 888-888-2060 Fax: 888-888-144

PROJECT OWNER: **CAMBRIA COMMUNITY** SERVICES DISTRICT Cambria, CA

PROJECT NAME AND LOCATION: **FISCALINI RANCH PUBLIC BATHROOM** Cambria, CA

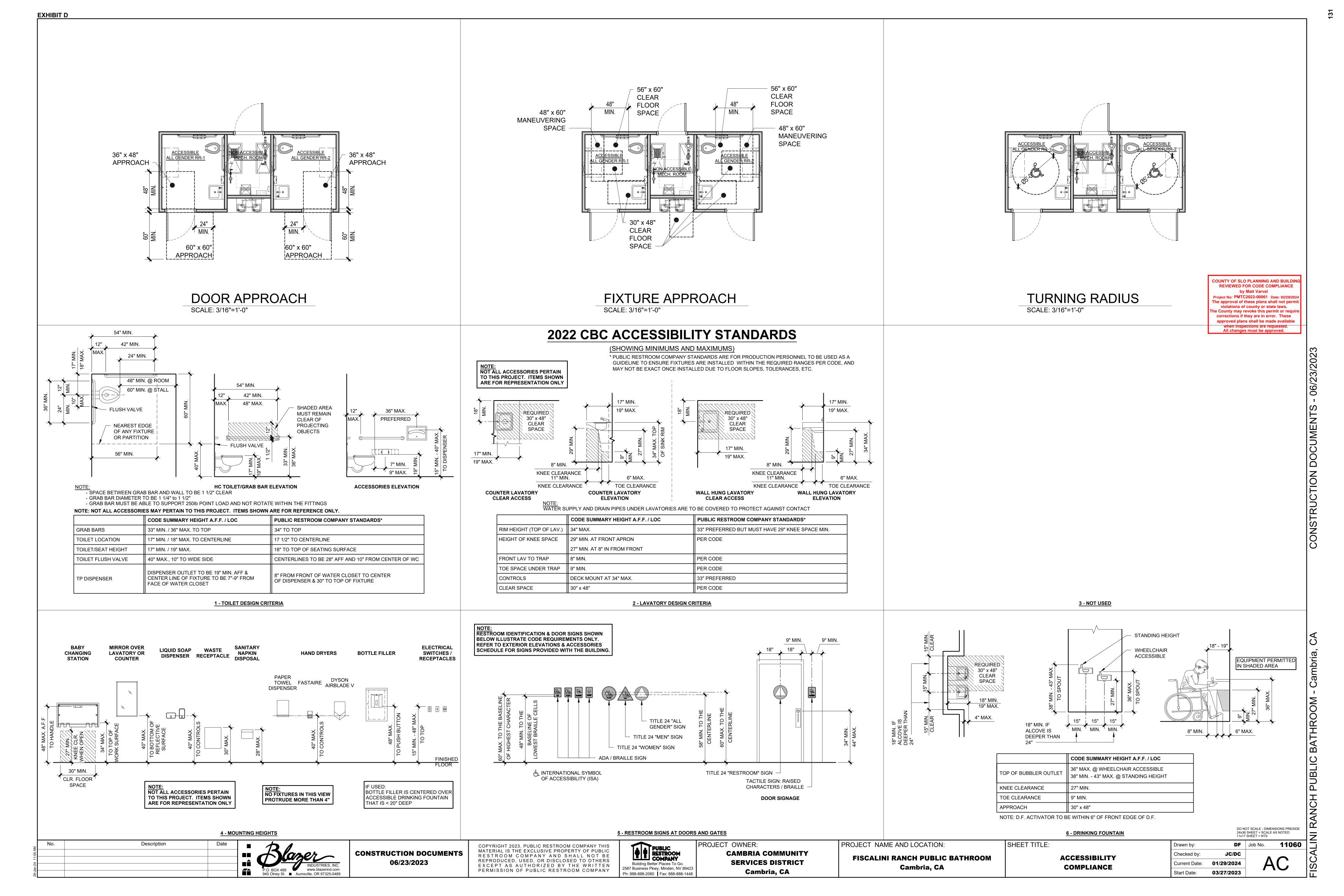
SHEET TITLE:

TITLE SHEET

**DF** Job No. Drawn by: JC/DC Checked by: 01/29/2024

03/27/2023

11060



	DOOR, FRAME & HARDWARE SCHEDULE											
DOOR NO.	ROOM NAME	SIZE	1 DOOR	2 FRAME	3.a	4	1	5.b PULL PLATE			5.d	6
			TYPE	TYPE	HINGE	LOCK	CLOSER	OUTSIDE	INSIDE	THRESH	SWEEP	OTHER
1	ACCESSIBLE ALL GENDER RR-1	3'-0" x 7'-0"	1.a	2.a	CONT.	4.a.1	YES	YES	YES	YES	NO	-
2	ACCESSIBLE ALL GENDER RR-2	3'-0" x 7'-0"	1.a	2.a	CONT.	4.a.1	YES	YES	YES	YES	NO	-
3	MECHANICAL ROOM	3'-0" x 7'-0"	1.a	2.a	CONT.	4.a.1	NO	YES	YES	YES	YES	6.a

SPECS:

1. DOOR TYPES: a) 14 GA. GALVANIZED HOLLOW METAL

2. DOOR FRAMES:

a) CONT = PEMKO KCFM-83" HD CONTINUOUS GEAR HINGE w/ STAINLESS STEEL VANDAL RESISTANT SCREWS. (OR EQUAL)

a) 4 3/4" WIDE 14 GA. GALVANIZED HOLLOW METAL WELDED JAMBS

4. LOCK:

a) DEADBOLT: SCHLAGE B SERIES 626 WITH TEMPORARY CONSTRUCTION FULL SIZE INTERCHANGEABLE CORE (FSIC) 1) B660 - KEY ONE SIDE, ADA THUMB TURN LOCKS AND UNLOCKS

5. HARDWARE:

a) CLOSER: LCN 4211 (CUSH ARM)

b) PUSH / PULL PLATES: ROCKWOOD VRT24C x 91CFC US32DMS WITH BLACK COOL COATING HANDLE

c) THRESHOLD: PEMKO 270A (OR EQUAL)

d) SWEEP: NGP200NA36 (OR EQUAL)

a) CHECK CHAIN: IVES CS115-25 (OR EQUAL)

3'-0"	3'-0"	3'-0"
		•

1. DIMENSIONS ARE FOR DOORS ONLY, FRAMES ARE NOT INCLUDED.

STRUCTURAL DESIGN									
COMPONENT	DESCRIPTION	SPECIFIC MATERIAL LIST	NOTES						
SLAB									
PERIMETER FRAMEWORK	STRUCTURAL STEEL	L 6"x6"x5/16"							
REINFORCEMENT	REBAR MAT DESIGN	#4 MIN. GRADE 60 TOP: 8" O.C. EACH WAY BOT: 16" O.C. EACH WAY							
CONCRETE	8" MAT DESIGN	DESIGN BASIS IS MIN. 2500 PSI	NOTE #1						
REBAR CONNECTION TO CONCRETE SLAB	STARTER BARS CONNECTION TO CONCRETE SLAB SHALL BE WITH 2 PART EPOXY W/ 5" MIN. EMBED DEPTH	HILTI (HIT - RE 500 OR HIT - HY 200 MAX) EPOXY	USE OF ADHESIVE ANCHORAGE SYSTEM BY PROVISIONS OF CODE REPORT ESR-3814 &3187 AND MANUFACTURER RECOMMENDATIONS						
WALLS									
FRAMING (EXT.)									
TO CAP BEAM	C.M.U. BLOCK	4 x 8 x 16 CONCRETE BLOCK. GROUT EVERY CELL w/ TYPE 'S' FINE GROUT. REINFORCING: HORIZONTAL - (2) 9 GA WIRES @ 8" O.C. (EVERY COURSE) VERTICAL - #3 REBAR @ 8" O.C. (EVERY CELL), EXCEPT USE #4 REBAR @ END OF WALLS, @ EACH SIDE OF OPENINGS, AND @ 10'-0" O.C. MAX.	USE TYPE 'S' FINE GROUT W A SLUMP OF 10"-11" FOR A "HIGH LIFT" GROUT POUR. GROUT POUR HEIGHT NOT TO EXCEED 12'-8"						
CAP BEAM	STEEL	HSS 6 x 4 X 1/8 (A1085 / A 500 GRADE B)							
ABOVE CAP BEAM	WOOD	2x3 DF#2 OR BETTER STUDS @ 16" O.C.							
FDAMING (INT.)									
TO CAP BEAM	C.M.U.BLOCK	4 x 8 x 16 CONCRETE BLOCK. GROUT EVERY CELL w/ TYPE 'S' FINE GROUT. REINFORCING: HORIZONTAL - (2) 9 GA WIRES @ 8" O.C. (EVERY COURSE) VERTICAL -#3 REBAR @ 8" O.C. (EVERY CELL), EXCEPT USE #4 REBAR @ END OF WALLS, @ EACH SIDE OF OPENINGS, AND @ 10'-0" O.C. MAX.	USE TYPE 'S' FINE GROUT WAS LUMP OF 10"-11" FOR A "HIGH LIFT" GROUT POUR. GROUT POUR HEIGHT NOT TO EXCEED 12'-8"						
CAP BEAM	STEEL	HSS 6 x 4 x 1/8 (A1085 / A 500 Grade C)							
ABOVE CAP BEAM	WOOD	2x3 DF#2 OR BETTER STUDS @ 16" O.C.							
SHEATHING (ABOVE CAP BEAM)	1	7/401 01/5471 NIO DOTIL OIDEO	NOTE #9						
ALL FRAMED WALLS (EXT.)	WOOD	7/16" SHEATHING BOTH SIDES	NOTE #2						
ALL FRAMED WALLS (INT.)	WOOD	7/16" SHEATHING BOTH SIDES	NOTE #2						
ROOF									
RAFTERS	WOOD	2x6 DF#2 OR BETTER @ 24" O.C.							
LOOKOUTS	WOOD	2x6 DF#2 OR BETTER @ 24" O.C.							
SHEATHING	WOOD	5/8" SHEATHING TOP & BOTTOM							
SUB-FASCIA	WOOD	2x6 DF#2 OR BETTER WRAPPED w/ 16 GA. FORMED STEEL							

SHEAR WALL SCHEDULE REINFORCEMENT CAP BEAM MARK & TYPE | BLOCK HORIZONTAL - (2) 9 GA WIRES @ 8" O.C. (EVERY COURSE) 1 C.M.U. VERTICAL -#3 REBAR @ 8" O.C. (EVERY CELL), EXCEPT USE #4 REBAR @ END
OF WALLS, @ EACH SIDE OF OPENINGS, AND @ 10'-0" O.C. MAX. 4 x 8 x 16 FULLY GROUTED HSS 6 x 4 x 1/8

**GENERAL SHEET NOTES:** 

1. LOCATION OF ALL PLUMBING & ELECTRICAL COMPONENTS IN THE MECHANICAL ROOM ARE SUBJECT TO CHANGE, FINAL LOCATIONS TBD.

**WALL LEGEND:** 

4" C.M.U. PRECISION

(1)	3/A-Z	2	
	20'-8" ROOF OVERALL		
8"	19'-4" BUILDING OVERALL	8"	
	8'-0"		
		1	
4" ו			
	A-1.1 LIGHT FIXTURE / 3	A",	
SLAB EDGE	ABOVE - TYP ABOVE	SLAB EDGE	
(A) 50 - 51 - 10 - 10 - 10 - 10 - 10 - 10 -			
B SLA-S STAND TO STAN	ALCOVE  FLOOR FINISH: SEALED  CONCRETE  A-3  A-3  18"  20"  18"	SLAB EDGE	8'-8" SLAB OVERALL 2/A-2 OPP.

COUNTY OF SLO PLANNING AND BUILDING REVIEWED FOR CODE COMPLIANCE by Matt Varvel Project No: PMTC2022-00061 Date: 02/29/2024 The approval of these plans shall not permi violations of county or state laws. The County may revoke this permit or requir corrections if they are in error. These approved plans shall be made available when inspections are requested.
All changes must be approved.

1 FLOOR PLAN
A-1 SCALE: 1/2"=1'-0"

STRUCTURAL ONLY
This certification is for structural design only. All other matters of code

DO NOT SCALE - DIMENSIONS PRESIDE 24x36 SHEET = SCALE AS NOTED 11x17 SHEET = NTS

1. INTEGRAL ADDITIVES FOR MOISTURE, STAINING & CORROSION RESISTANCE. 2. PAINT WALL SHEATHING FOR MOISTURE PROTECTION (MECHANICAL ROOM SIDE)

> CONSTRUCTION DOCUMENTS 06/23/2023

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PUBLIC RESTROOM COMPANY Building Better Places To Go. 2587 Business Pkwy, Minden, NV 89423 Ph: 888-888-2060 | Fax: 888-888-1448

PROJECT OWNER: Cambria, CA PROJECT NAME AND LOCATION: FISCALINI RANCH PUBLIC BATHROOM Cambria, CA

& SCHEDULES

SHEET TITLE:

Drawn by: JC/DC 01/29/2024 03/27/2023

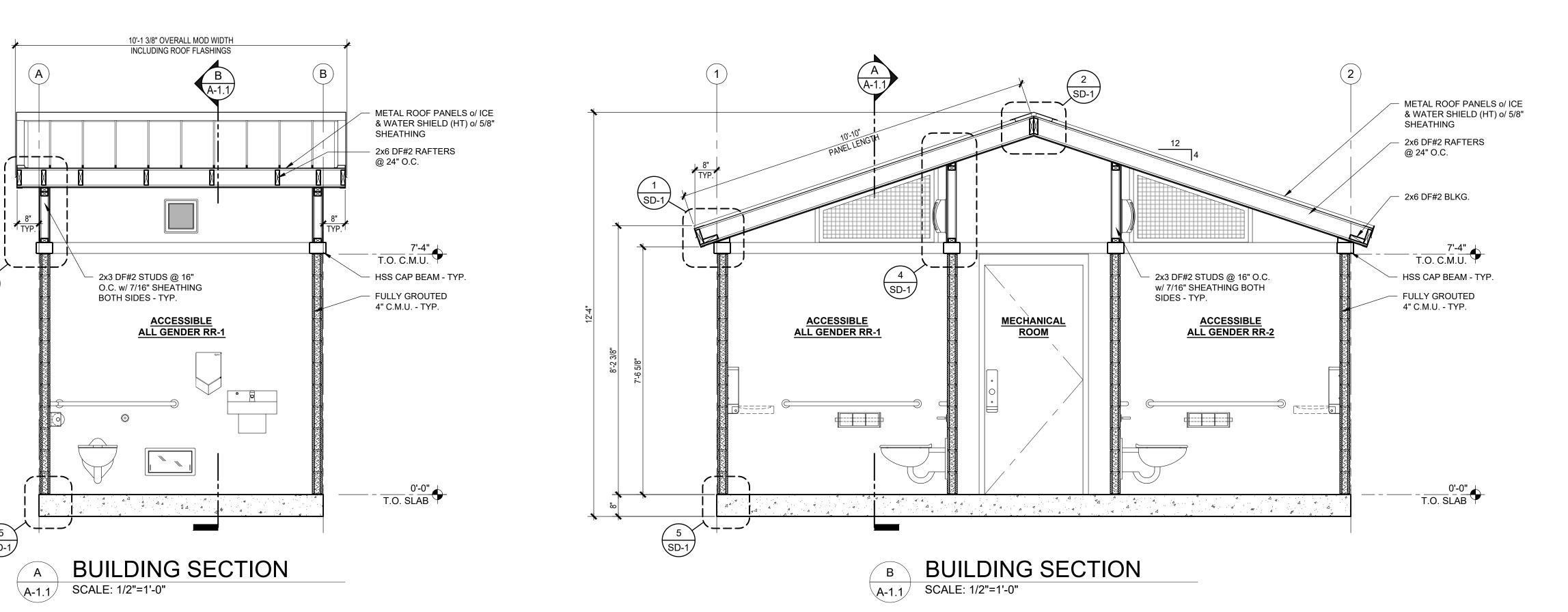
11060 **DF** Job No.

**CAMBRIA COMMUNITY** SERVICES DISTRICT

FLOOR PLAN, STRUCTURAL DESIGN







FASTENING SCHEDULE					
WOOD FRAMED WALLS					
WOOD FRAMING STUDS - TO - TOP & BOTTOM PLATES	(2) 0.131" x 3" NAILS				
INTERIOR WALLS SHEATHING (BOTH SIDES)	16ga. x 1 1/2" STAPLE (SENCO N17) @ 6" O.C. EDGE, 12" O.C. FIELD				
GABLE END WALLS (BOTH SIDES)	16ga. x 1 1/2" STAPLE (SENCO N17) @ 6" O.C. EDGE, 12" O.C. FIELD				
BOTTOM PLATE - TO - CAP BEAM (EXTERIOR WALLS)	#12 SCREWS @ 8" O.C.				
ROOF					
RAFTERS TO RIMS	MIN. OF (3) 0.131 x 3" NAILS (END GRAIN)				
SHEATHING TO RAFTERS	0.113" x 2 3/8" NAILS @ 6" O.C. EDGE, 12" O.C. LONG AXIS PERPENDICULAR TO FRAMING, OFF SET PANEL ENDS 4' BLOCK PANEL EDGES OF PIECES LESS THAN 24" WIDE				

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COUNTY OF SLO PLANNING AND BUILDING REVIEWED FOR CODE COMPLIANCE by Matt Varvel

Project No: PMTC2022-00061 Date: 02/29/2024
The approval of these plans shall not permit violations of county or state laws.
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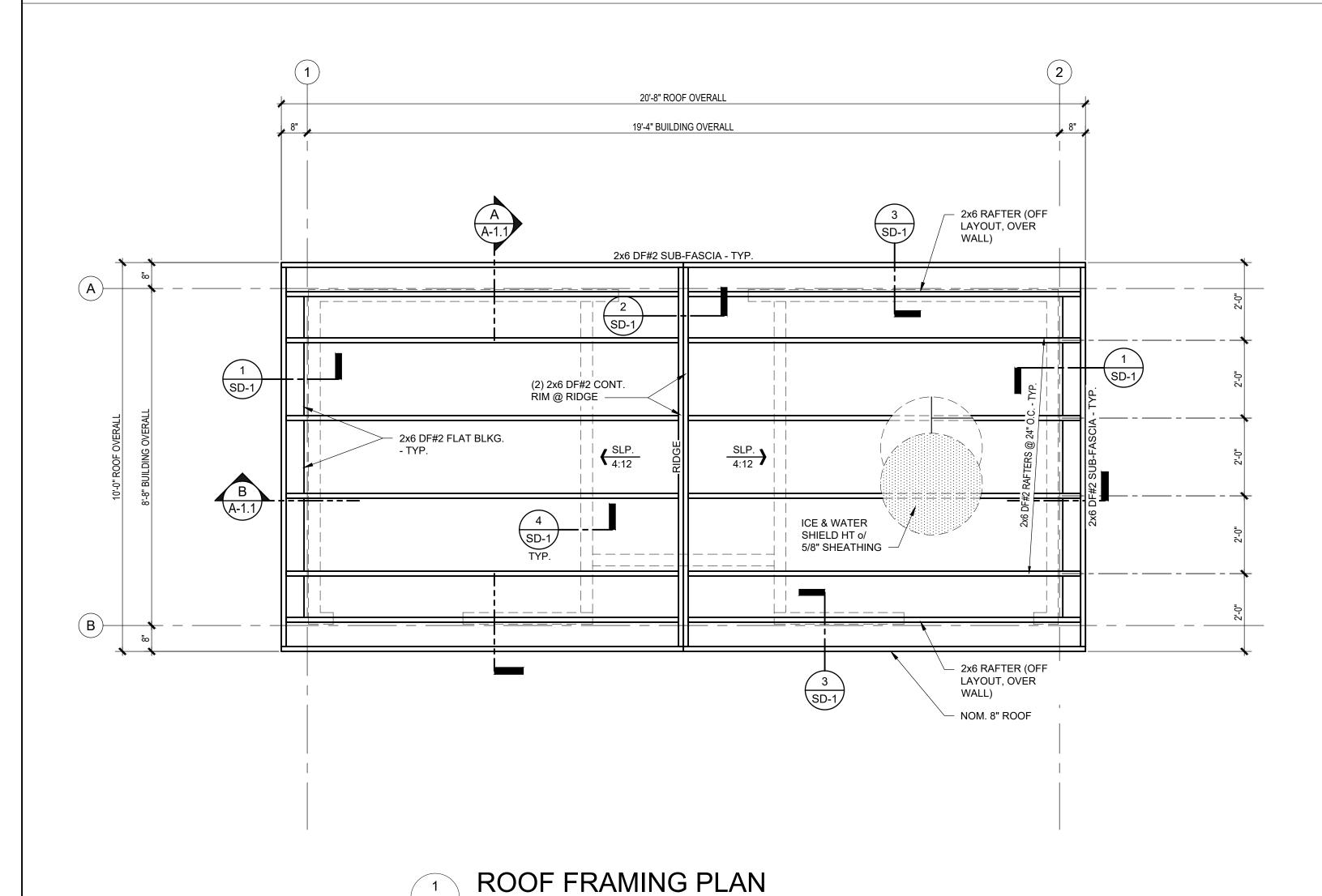
**DF** Job No.

01/29/2024

03/27/2023

Drawn by:

Checked by:

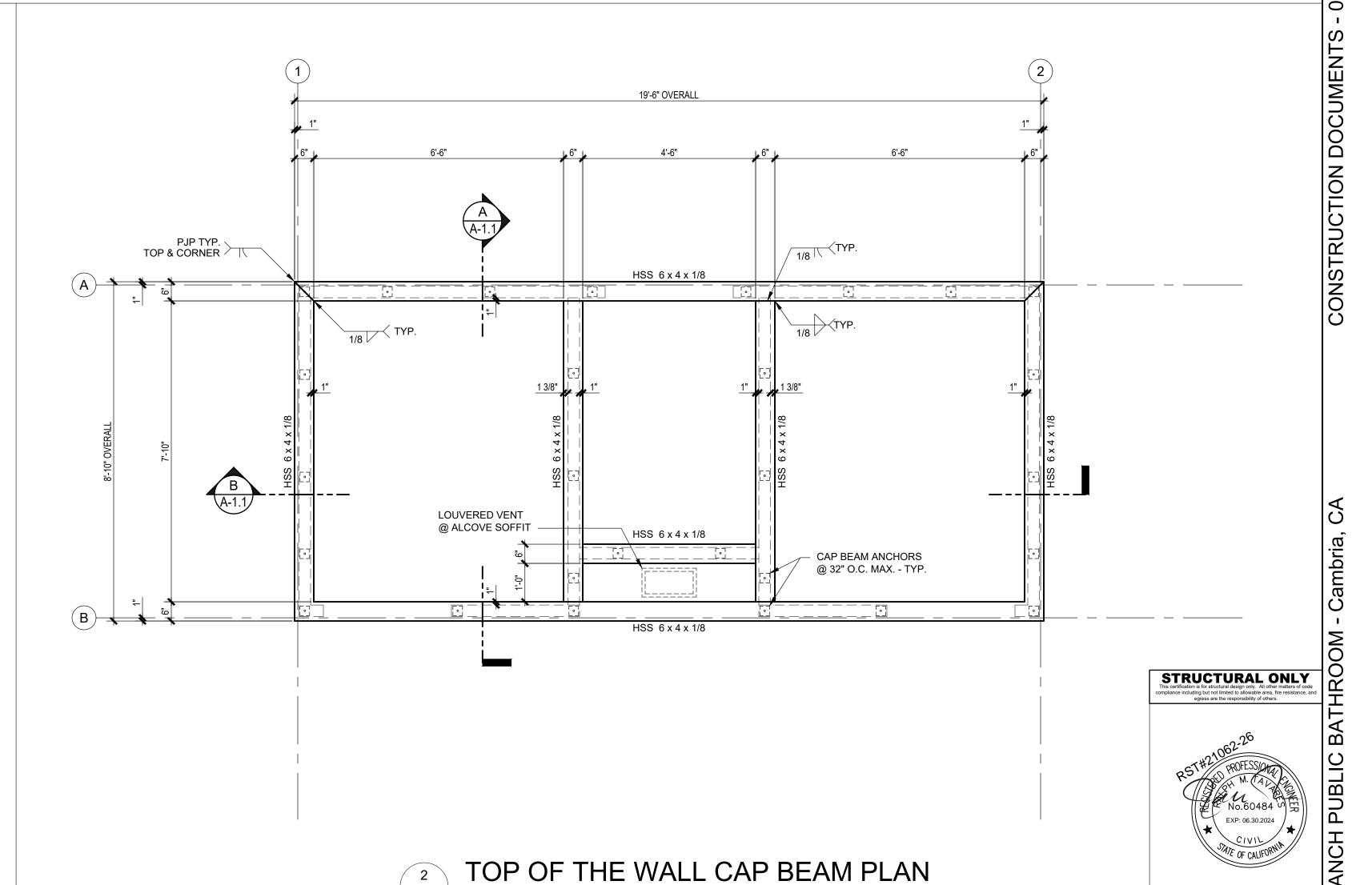


**CONSTRUCTION DOCUMENTS** 

06/23/2023

A-1.1

Description



SHEET TITLE:

**BUILDING SECTIONS, ROOF FRAMING** 

& TOP OF THE WALL CAP BEAM

**PLANS & FASTENING SCHEDULE** 

SCALE: 1/2"=1'-0"

**FISCALINI RANCH PUBLIC BATHROOM** 

Cambria, CA

PROJECT NAME AND LOCATION:

PROJECT OWNER:

**CAMBRIA COMMUNITY** 

**SERVICES DISTRICT** 

Cambria, CA

PUBLIC RESTROOM COMPANY

2587 Business Pkwy, Minden, NV 89423

Ph: 888-888-2060 | Fax: 888-888-1448

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TYPE

WALLS TO 7'-4"

CAP BEAM

ABOVE CAP BEAM

SIDING

VENT TRIM

VENT FRAMES

VENT SCREENS

WALLS

DESCRIPTION

C.M.U. - PRECISION

F.R.C. - TEXTURED PATTERN

1" x 5 1/2" F.R.C. TRIM BOARD

1 1/2" x 1 1/2" 1/8" STEEL ANGLE BAR

STAINLESS STEEL WIRE MESH ( 1" x 1" x 3/16" )

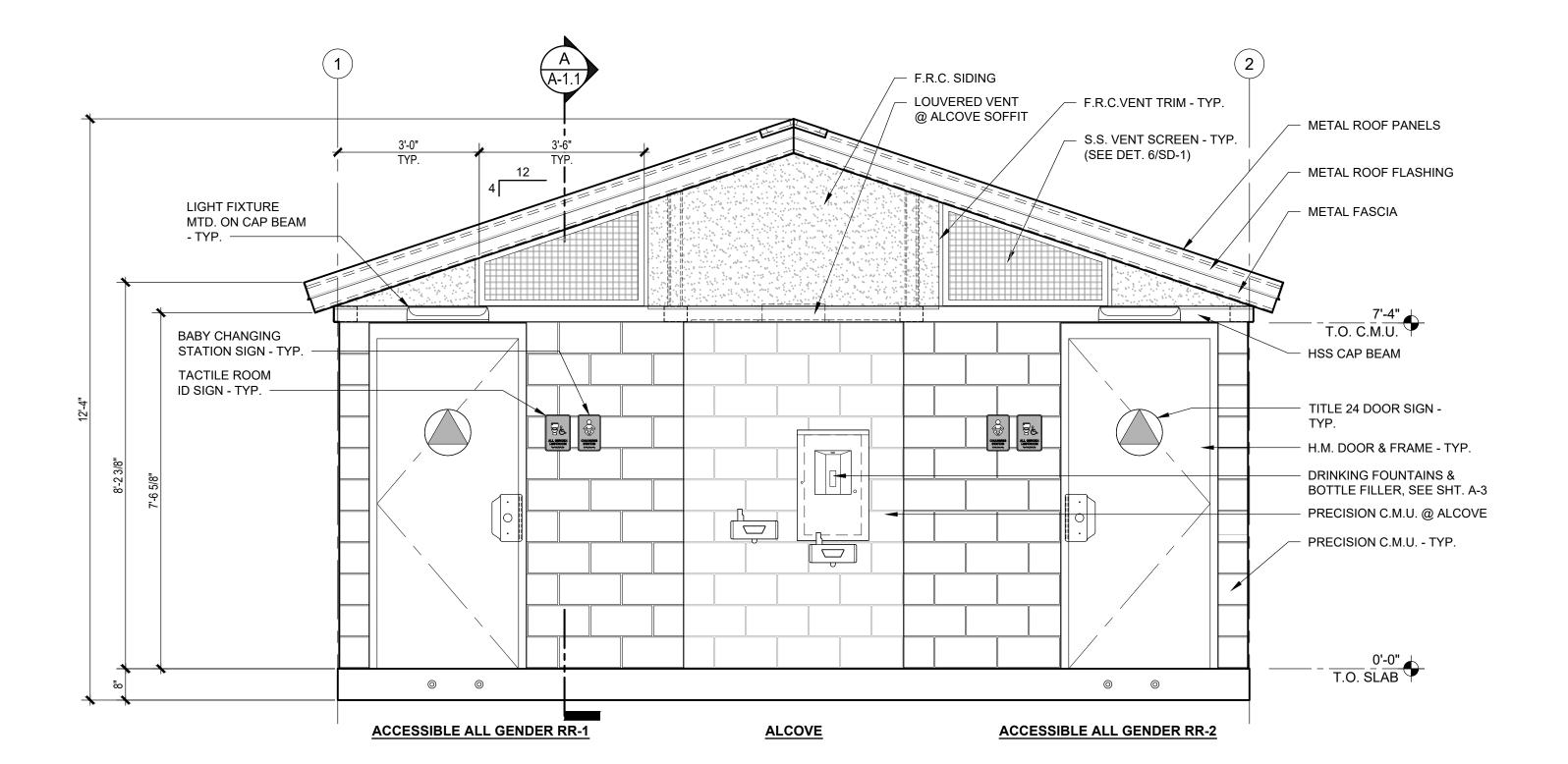
STEEL

ALCOVE (BACK & SIDE WALLS) | C.M.U. - PRECISION

	TYPE	DESCRIPTION	FINISH	BRAND / COLOR	NOTES
	ROOF	<u> </u>	•	•	
FILLER, 2 COATS FINISH - SEMI-GLOSS	ROOFING	26 GA. 16" STRIATED STANDING SEAM METAL ROOF PANELS	PREFINISHED	METAL SALES "IMAGE II" / BROWN (12)	OVER ICE & WATER SHIELD HT
FILLER, 2 COATS FINISH - SEMI-GLOSS	FLASHINGS	26 GA. METAL	PREFINISHED	METAL SALES "IMAGE II" / MATCH ROOF COLOR	-
t, 2 COATS FINISH - SEMI-GLOSS	SOFFITS	F.R.C. TEXTURED PATTERN	PAINTED	PITTSBURGH PITT-TECH / MATCH METAL SALES ANTIQUE BRONZE (D4)	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
	FASCIA	16 GA. METAL	PAINTED	PITTSBURGH PITT-TECH / MATCH METAL SALES ANTIQUE BRONZE (D4)	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS
	DOORS & FRAMES				
	ALL DOORS & FRAMES	HOLLOW METAL	PAINTED	PITTSBURGH PITT-TECH / MATCH METAL SALES ANTIQUE BRONZE (D4)	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOS
, 2 COATS FINISH - SEMI-GLOSS					
, 2 COATS FINISH - SEMI-GLOSS	OTHER	•			
R, 2 COATS FINISH - SEMI-GLOSS	MISC. FLASHINGS	GALV. METAL OVER CAP BEAM	PAINTED	MATCH ADJACENT COLOR	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS

SUNVENT #157FL / NATURAL

SMART VENT - INSULATED FLOOD VENT MODEL 1540 - 520 (QTY. - 4)



BRAND / COLOR

PITTSBURGH PITT-TECH / MATCH METAL SALES - ASH GRAY (25)

PITTSBURGH PITT-TECH / MATCH METAL SALES - ASH GRAY (25)

PITTSBURGH PITT-TECH / MATCH METAL SALES - ANTIQUE BRONZE (D4)

PITTSBURGH PITT-TECH / MATCH METAL SALES - ASH GRAY (25)

PITTSBURGH PITT-TECH / MATCH METAL SALES - ASH GRAY (25)

PITTSBURGH PITT-TECH / MATCH VENT TRIM COLOR

**FINISH** 

PAINTED

PAINTED

PAINTED

PAINTED

PAINTED

PAINTED

NATURAL

NOTES

2 COATS BLOCK FILLER, 2 COATS FINISH - SEMI-GLOSS

2 COATS BLOCK FILLER, 2 COATS FINISH - SEMI-GLOSS

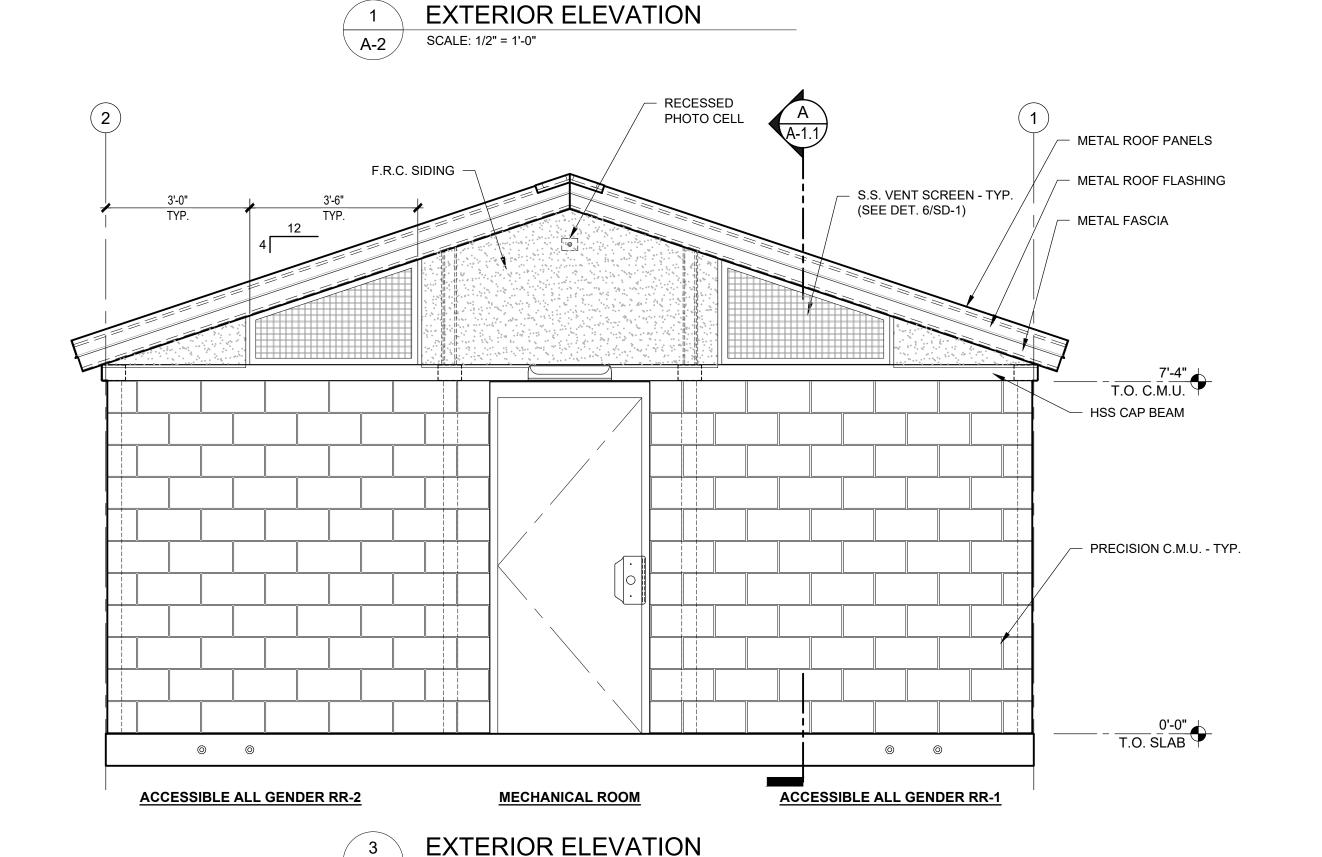
1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS

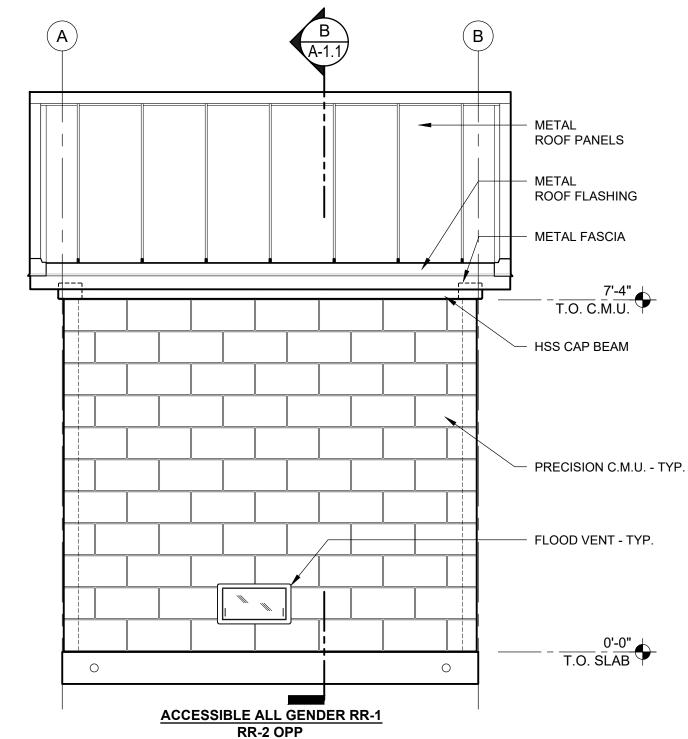
LOUVERED VENT

FLOOD VENTS

16" x 8"

STAINLESS STEEL





ALUMINUM

NATURAL

#### NOTE:

SD SHEET REFERENCED HEREIN CONTAIN PROPRIETARY INFORMATION AND THEREFORE ARE NOT AN INTEGRAL PART OF THE PLANS. SD SHEETS SHALL BE UTILIZED FOR ENGINEERING PURPOSES AND INTERNAL USE ONLY.

AT ALCOVE SOFFIT

COUNTY OF SLO PLANNING AND BUILDIN REVIEWED FOR CODE COMPLIANCE by Matt Varvel Project No: PMTC2022-00061 Date: 02/29/20 he approval of these plans shall not perm violations of county or state laws. e County may revoke this permit or requir corrections if they are in error. These approved plans shall be made available when inspections are requested. All changes must be approved.

NATURAL VENTILATION CALC.

Natural Ventilation rates per CMC Section 403.7

Section 402.2 - The Natural Ventilation is provided through the open vents and the undercut of the exterior door which have no sweep or threshold.

Section 420.2 - the minimum openable area of these means of natural ventilation, shall meet the 4% of the floor area requirement.

54 SQ. FT.

54 SQ. FT x .04 = 2.16 SQ. FT.

ACCESSIBLE ALL GENDER RR-1

FLOOR AREA

VENT REQUIRED

**EXTERIOR ELEVATION** 

SCALE: 1/2" = 1'-0"

VENT PROVIDED 7.00 SQ. FT

**ACCESSIBLE ALL GENDER RR-2** 

54 SQ. FT. FLOOR AREA 54 SQ. FT x .04 = 2.16 SQ. FT. VENT REQUIRED VENT PROVIDED 7.00 SQ. FT.

STRUCTURAL ONLY

DO NOT SCALE - DIMENSIONS PRESIDE 24x36 SHEET = SCALE AS NOTED 11x17 SHEET = NTS

Description

**CONSTRUCTION DOCUMENTS** 06/23/2023

SCALE: 1/2" = 1'-0"

A-2

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PUBLIC RESTROOM COMPANY 587 Business Pkwy, Minden, NV 89423 Ph: 888-888-2060 | Fax: 888-888-1448

**CAMBRIA COMMUNITY** SERVICES DISTRICT Cambria, CA

PROJECT OWNER:

PROJECT NAME AND LOCATION: **FISCALINI RANCH PUBLIC BATHROOM** Cambria, CA

**EXTERIOR ELEVATIONS &** FINISH SCHEDULE

SHEET TITLE:

Checked by: Current Date:

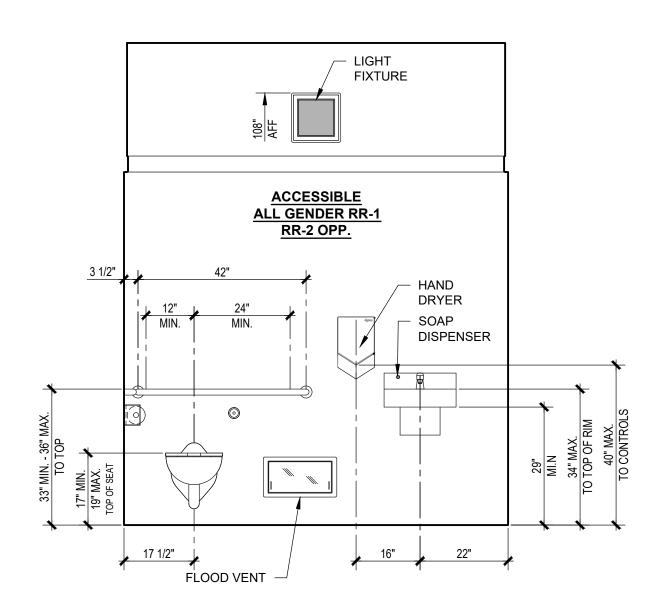
Drawn by:

11060 **DF** Job No. JC/DC 01/29/2024 03/27/2023

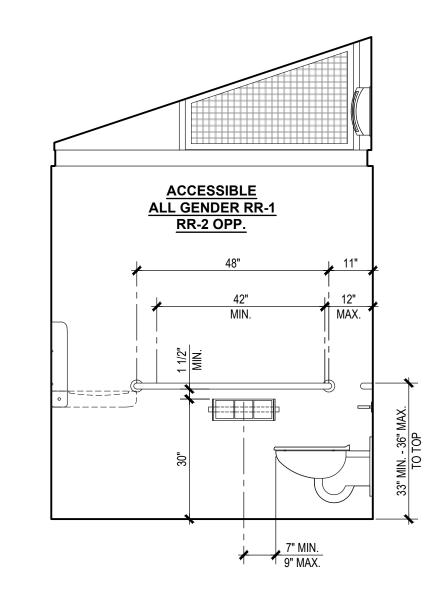
INTERIOR FINISH SCHEDULE								
COMPONENT	DESCRIPTION	FINISH	BRAND / COLOR	NOTES				
FLOOR								
RESTROOMS	CONCRETE	POLYMER COATING	GRAY POLYMER w/ TAN BLEND FLAKES A1434 (#B22-2102)	WITH SKID RESISTANT ADDITIVE				
MECHANICAL ROOM	CONCRETE	POLYMER COATING	GRAY POLYMER w/ TAN BLEND FLAKES A1434 (#B22-2102)	WITH SKID RESISTANT ADDITIVE				
ALCOVE	CONCRETE	LIGHT BROOM	NATURAL / SEALED	INTEGRAL ADDITIVE FOR ODOR, STAINING & MOISTURE RESISTANCE				
WALLS	·			·				
RESTROOMS	C.M.U PRECISION	BLOCK FILLER / PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	2 COATS BLOCK FILLER, 2 COATS FINISH SEMI-GLOSS				
CAP BEAM	STEEL	PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS				
ABOVE CAP BEAM	F.R.C TEXTURED PATTERN	PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS				
MECHANICAL ROOM	C.M.U PRECISION	BLOCK FILLER / PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	1 COAT BLOCK FILLER, 1 COAT FINISH - SEMI-GLOSS				
CAP BEAM	STEEL	PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS				
ABOVE CAP BEAM	WOOD SHEATHING	PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS				
CEILING								
RESTROOMS	F.R.C TEXTURED PATTERN	PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS				
MECHANICAL ROOM	F.R.C TEXTURED PATTERN	PAINTED	PITTSBURGH / PURE WHITE #90-374 PITT-TECH	1 COAT PRIMER, 2 COATS FINISH - SEMI-GLOSS				

RESTROOM ACCESSORIES & SPECIALTIES  MOUNT WITH VANDAL RESISTANT SS SCREWS							
ACCESSORIES	QTY	SIZE/STYLE	MANUF./ITEM#	PRC#	FINISH / COLOR / STYLE	NOTES	
GRAB BAR	2	42"	BOBRICK B-6806-42 (OR EQ.)	H1118	STAINLESS STEEL	MOUNT 33" MIN 36" MAX. A.F.F. TO TOP	
GRAB BAR	2	48"	BOBRICK B-6806-48 (OR EQ.)	H1119	STAINLESS STEEL	MOUNT 33" MIN 36" MAX. A.F.F. TO TOP	
TOILET PAPER HOLDER	2	VANDAL RESISTANT 3-ROLL	ROYCE ROLLS TP-3	H1152	STAINLESS STEEL	MOUNT 30" A.F.F. TO TOP	
HAND DRYER	2	SURFACE MOUNTED	DYSON AIRBLADE V	L1417	SPRAYED NICKEL	MOUNT 40" MAX. A.F.F. TO CONTROL	
UTILITY HOOK	2	SURFACE MOUNTED	BOBRICK B-670	H1143	STAINLESS STEEL	MOUNT 48" MAX. A.F.F. TO TOP OF HOOK	
COAD DIODENICED	2	THRU WALL VALVE	ASI #0353	H1421	POLISHED CHROME	MOUNT @ LAVATORY BACKSPLASH	
SOAP DISPENSER	1	RESERVOIR SOAP TANK	PROPRIETARY N-0378	H1420	STAINLESS STEEL	MOUNT IN MECHANICAL ROOM	
BABY CHANGING STATION	2	SURFACE MOUNTED	FOUNDATIONS 200-EH-1	H1108	STAINLESS STEEL / POLY	MOUNT 34" MAX. A.F.F. TO TOP OF WORK SURFACE	
SIGNS - TACTILE ROOM ID ACCESSIBLE "ALL GENDER"	2	RECTANGULAR - RECESSED	SIGN ELEMENTS	H1315	ALUMINUM BLUE	MOUNT 60" A.F.F. TO CENTER - SEE SHEET A-2	
SIGNS - ACCESSIBLE PICTOGRAM "BLANK"	2	12" CIRCLE / TRIANGLE	SIGN ELEMENTS	H1307	BLUE ON ALUMINUM	MOUNT 59" A.F.F. TO CENTER - SEE SHEET A-2	
SIGNS - "BABY CHANGING STATION"	2	RECTANGULAR - RECESSED	SIGN ELEMENTS	H1320	ALUMINUM BLUE	MOUNT 60" A.F.F. TO CENTER - SEE SHEET A-2	
LOUVERED VENT	1	16" x 8"	SUNVENT #157FL	C1000	ALUMINUM / NATURAL	MOUNTED @ ALCOVE SOFFIT	
"NON-POTABLE WATER SIGNAGE"	1	TBD	SEE P-1 FOR TYPE	-	-	MOUNTED IN MECHANICAL ROOM	

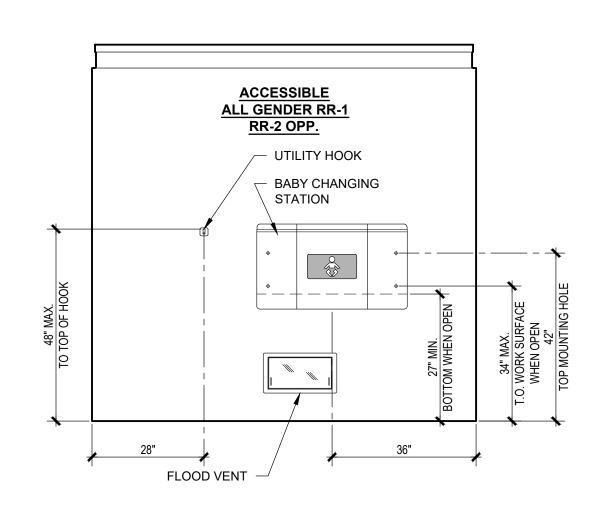
COUNTY OF SLO PLANNING AND BUILDING REVIEWED FOR CODE COMPLIANCE by Matt Varvel Project No: PMTC2022-00061 Date: 02/29/2024 The approval of these plans shall not permit violations of county or state laws. The County may revoke this permit or require corrections if they are in error. These approved plans shall be made available when inspections are requested.
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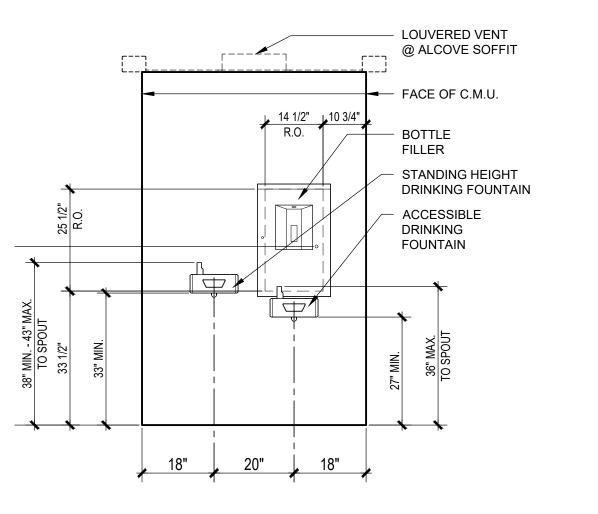




INTERIOR ELEVATION SCALE: 1/2" = 1'-0"







4	D.F. ALCOVE ELEVATION
A-3	SCALE: 1/2" = 1'-0"

Ŋ	No.	Description	Date	
:04 A				
4 11				
ın-2				

CONSTRUCTION DOCUMENTS 06/23/2023

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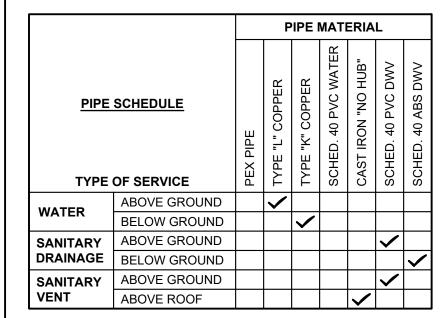
PROJECT OWNER: **CAMBRIA COMMUNITY** SERVICES DISTRICT Cambria, CA

PROJECT NAME AND LOCATION: FISCALINI RANCH PUBLIC BATHROOM Cambria, CA

SHEET TITLE: **EQUIPMENT PLAN, INTERIOR ELEVATIONS & SCHEDULES** 

		SHEET = SCALE /	AS NOTED
Drawn by:	DF	Job No.	1100
Checked by:	JC/DC		
Current Date:	01/29/2024	A	-3

Start Date: **03/27/2023** 



INTERIOR WALL -

MOUNTED WITH 13/16"

(ELECTRO CHROMATE)

**UNI-STRUT & PIPE CLAMPS** 

PER 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

TOP OF PIPE

- CHAPTER 5 SECTION 5.303.3 INDOOR WATER USE
- WATER CLOSET FLUSH VALVE SHALL NOT EXCEED 1.28 gpf. LAVATORY METERING FAUCETS SHALL NOT EXCEED 0.20 gal



VENT CAP-CAST IRON FINAL LOCATION TBD

4" VTR —

FOR DF & BF - TYP

MIN. 1 1/2" LAVATORY VENT

LINE ABOVE C.O. - TYP.

1 1/2" DRAIN LINE

FOR LAV - TYP. -

2" HORIZONTAL

VENT LINE - TYP.

LINE ABOVE C.O. - TYP.

F.D. VENT

EMERG. F.D. - TYP.

BY OTHERS - UTILITY BOX MARKED

FINAL LOCATION TBD) WASTE

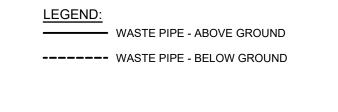
STUB & CLEAN OUT IN BOX

"SEWER" WITHIN 6 FT. OF BUILDING

**ABOVE GROUND** 

**BELOW GROUND** 

LINE ABOVE



CO = CLEAN OUT

---- VENT PIPE

FIXTURE UNITS \_\_\_\_

D.W.V. ABOVE GRADE .

D.W.V. BELOW GRADE .

**GENERAL NOTES:** 

ON SITE BY OTHERS.

NO HUB COUPLING.

BELOW ROOF.

• D.W.V. MATERIAL - P.V.C. or A.B.S.

WASTE PIPE

WASTE AND VENT PIPING:

SIZE OF BUILDING FLOOR DRAINS \_\_\_\_\_ 2"

SIZE OF BUILDING MAIN SEWER \_\_\_\_\_ 4'

- AGGREGATE AREA \_\_\_\_\_\_ 12.566 SQ. IN.

• SIZED TO 2022 CALIFORNIA PLUMBING CODE

• D.W.V. UNDERGROUND MATERIAL - P.V.C. or A.B.S.

• CONTINUATION OF WASTE TO MAIN SEWER TO BE DONE

• ALL FLOOR DRAINS SHALL TRAP IN MECHANICAL ROOM

AND HAVE REMOVABLE TRAPS FOR WINTERIZATION.

RESTROOM FLOOR DRAIN TRAPS TO CONNECT TO D.W.V.

IN MECHANICAL ROOM WITH STAINLESS STEEL BAND &

• V.T.R. SHALL BE CAST IRON WITH VANDAL CAP TO 24"

• LAVATORY TRAPS IN MECHANICAL ROOM SHALL HAVE

• SLOPE ALL D.W.V. PIPING 1/4" NOM.DRAIN LINE TO BE

• INSTALL GRATES AT FLOOR OPENING IF APPLICABLE.

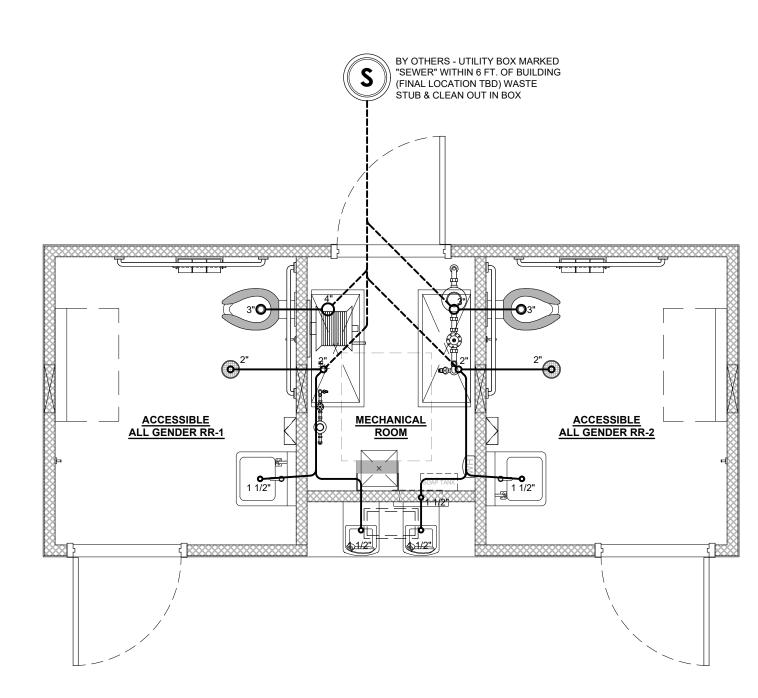
DRAIN PLUGS FOR WINTERIZATION.

SLOPED TO MAIN SEWER LINE.

. . . . . PVC SCH 40 OR ABS SCH 40

. PVC SCH 40 OR ABS SCH 40

BELOW GROUND PLUMBING LAYOUT TO BE DETERMINED BASED ON FINAL UTILITY LOCATION PROVIDED BY OWNER / GENERAL CONTRACTOR





Description

**CONSTRUCTION DOCUMENTS** 06/23/2023

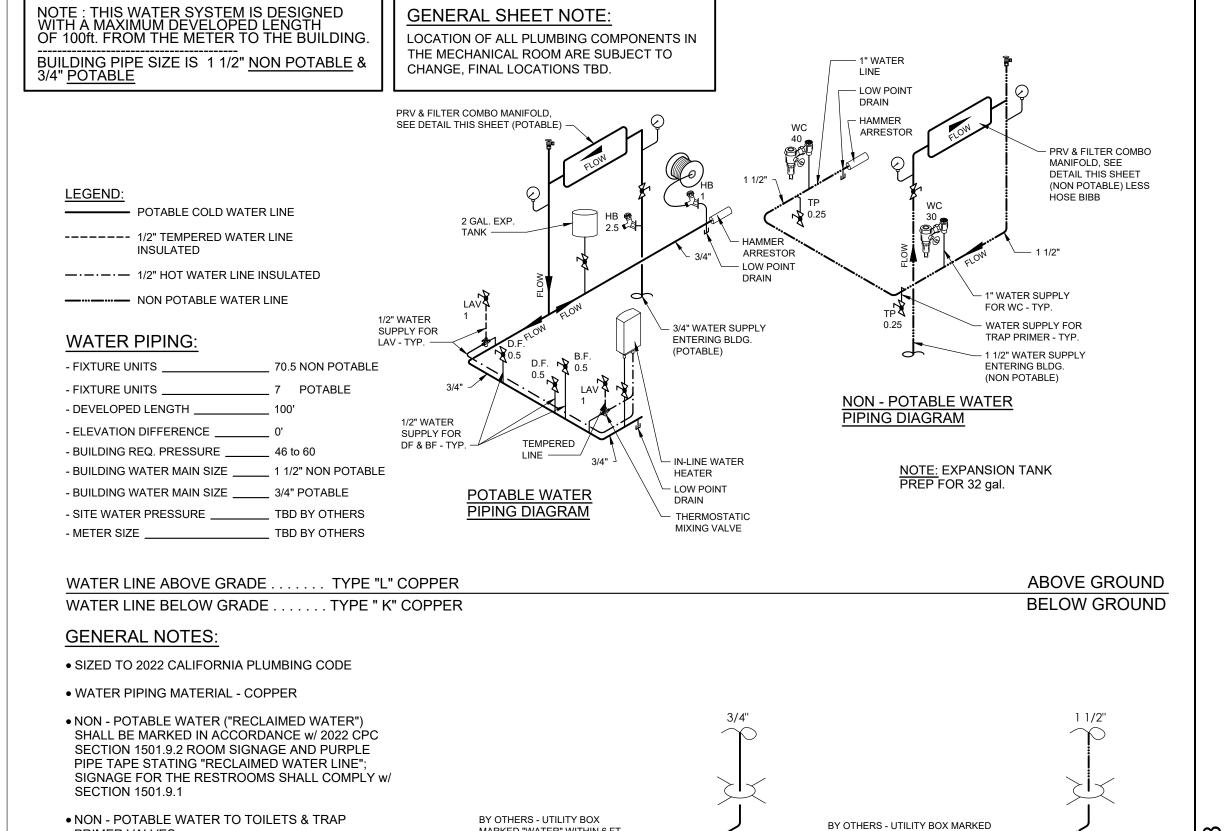
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Building Better Places To Go Ph: 888-888-2060 Fax: 888-888-1448

PROJECT OWNER: Cambria, CA PROJECT NAME AND LOCATION: Cambria, CA

SHEET TITLE: **PLUMBING PLANS & SCHEDULES** 

11060 **DF** Job No. JC/DC



STRAPPED PER CODE.

• HOT & TEMPERED WATER LINES (IF ANY) TO BE

CONTINUATION OF WATER MAIN TO BE DONE ON

• SLOPE ALL WATER PIPING TO LOW POINT DRAIN

• HAMMER ARRESTORS INSTALLED TO CODE

WATER HEATER SHALL BE ANCHORED OR

WATER PIPING ISOMETRIC

MARKED "WATER" WITHIN 6 FT.

OF BUILDING (FINAL LOCATION

TBD) SHUT-OFF VALVE IN BOX

---- WATER MAIN - BELOW GROUND POTABLE COLD WATER LINE ---- 1/2" TEMPERED WATER LINE —·—·— 1/2" HOT WATER LINE INSULATED

----- NON - POTABLE WATER LINE

PRIMER VALVES

SITE BY OTHERS

DRAINS FOR WINTERIZATION.

INSULATED

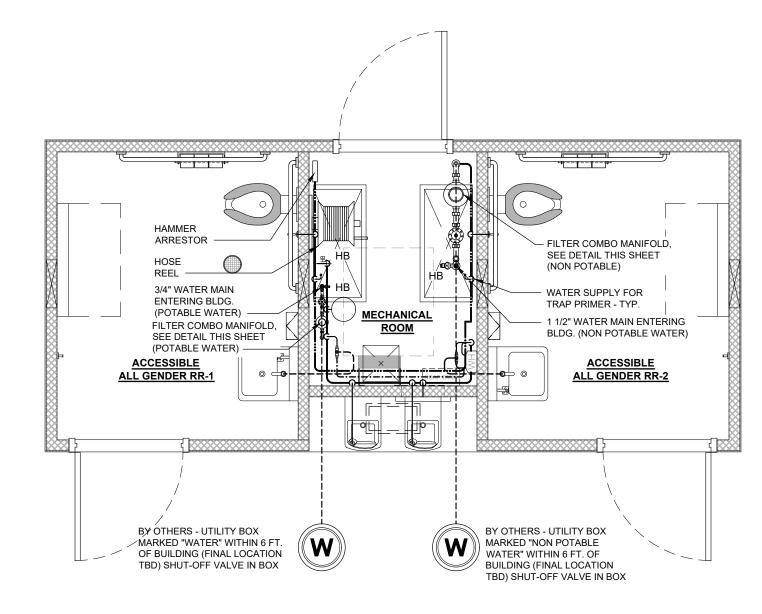
BELOW GROUND PLUMBING LAYOUT TO BE DETERMINED BASED ON FINAL UTILITY LOCATION PROVIDED BY OWNER / GENERAL CONTRACTOR

OUNTY OF SLO PLANNING AND BUILDING REVIEWED FOR CODE COMPLIANCE by Matt Varvel piect No: PMTC2022-00061 Date: 02/29/ e approval of these plans shall not perm olations of county or state laws. corrections if they are in error. These approved plans shall be made available when inspections are requested. All changes must be approved.

'NON - POTABLE WATER" WITHIN 6

FT. OF BUILDING (FINAL LOCATION

TBD) SHUT-OFF VALVE IN BOX





DO NOT SCALE - DIMENSIONS PRESIDE 24x36 SHEET = SCALE AS NOTED 11x17 SHEET = NTS

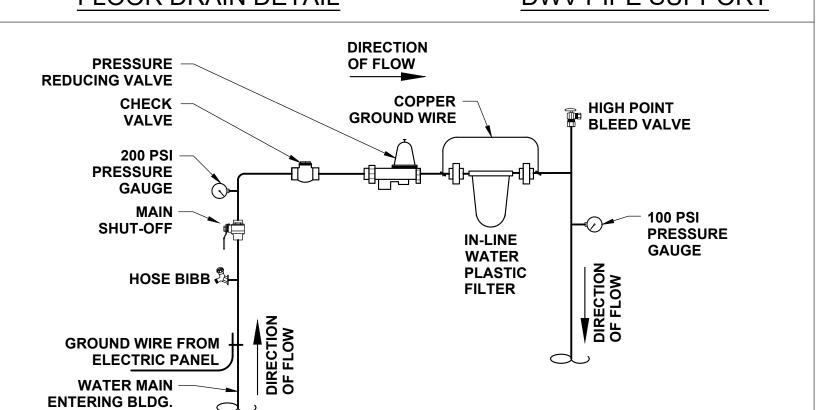
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**CAMBRIA COMMUNITY** 

**FISCALINI RANCH PUBLIC BATHROOM** 

Drawn by: Checked by: Current Date: 01/29/2024 03/27/2023

TO WATER SUPPLY -MIDDLE OF PIPE TRAP PRIMER - S.S. BAND (REMOVABLE TRAP) BASE OF PIPE 2" FLOOR DRAIN -- PULTRUDED FIBERGLASS SLOPE FLOOR TO FLOOR GRATES DRAIN FINISH FLOOR DRAIN PIPE TO **SLAB OPENING** IN CHASE BUILDING P-TRAP TO BE DRAIN LOCATED 30" MAX FROM FLOOR DRAIN FLOOR DRAIN DETAIL **DWV PIPE SUPPORT** 



PRV & FILTER COMBO MANIFOLD

PUBLIC RESTROOM COMPANY 587 Business Pkwy, Minden, NV 89423

**SERVICES DISTRICT** 

				EI ECTDIC	AL COMPONENTS SCHEDULE						
	LLEGINICAL COMIT CIALITIS SCIILDOLL										
SYMBOL		QTY.	RATING	DESCRIPTION	MODEL	HEIGHT TO TOP	COMMENTS	PRC #			
ELECTRICAL PANEL		1	100 AMP MAIN BREAKER	120/240 SINGLE PHASE w/ PLUG-ON BREAKERS; NEMA 1 ENCLOSURE	SQUARE D QO120M100 (OR EQUAL)	72" A.F.F. TOP OF PANEL	FURRED OUT AS NEEDED	L1902			
LIGHT - RESTROOMS		2	15 WATTS	15 WATT LED	LUMINAIRE SWP1212-15W-4000K-120V-OP-BRZ-OCC	±108" A.F.F.	BUILT-IN OCCUPANCY SENSOR / BYPASS SWITCH	L1168.5			
LIGHT - EXTERIOR		3	10 WATTS	10 WATT LED	LUMINAIRE AEL-12-10W-4000K-DP-BZH	SEE SHEET A-2 (ON CAP BEAM)	PHOTOCELL / BYPASS SWITCH	L1153			
LIGHT- MECHANICAL ROOM		1	15 WATTS	15 WATT LED	GREENLIGHTING AL-41L	CEILING MOUNTED	MANUAL ON/OFF SWITCH	L1107			
RECEPTACLE	∯ GFCI	1	1500 WATTS	20 AMP GFCI RECEPTACLE	LEVITON GFNT2-W	48" A.F.F.	-	L1876			
SWITCH - SINGLE POLE	\$	2	-	SINGLE POLE MANUAL ON/OFF SWITCH	LEVITON 1221-W & 1221-R	MAX. 48" A.F.F. TO TOP	(1) MANUAL ON/OFF SWITCH - (1) BYPASS SWITCH	L1868 & L1870			
SWITCH - 2 POLE	\$2	1	-	DOUBLE POLE MANUAL ON/OFF SWITCH	LEVITON 1222-2W	MAX. 48" A.F.F. TO TOP	(1) BYPASS SWITCH (INTERIOR LIGHTS)	L1872			
HAND DRYER	HD	2	1000 WATTS	SURFACE MOUNTED ELECTRIC	DYSON AIRBLADE V	40" MAX. A.F.F. TO CONTROLS	-	L1417			
WATER HEATER	WH	1	9600 WATTS	IN-LINE WATER HEATER	STEIBEL DHC-E 8/10 2 CLASSIC		WIRED FOR 9.6 KW (STAGE 2) OUTPUT	L1319.5			
PHOTOCELL	•	1	1800 WATTS RATED	PHOTOCELL	INTERMATIC EK4336S	ON GABLE END WALL	CONTROLS EXTERIOR LIGHTS	L1896			
EMERGENCY LIGHT		1	3 WATTS	EMERGENCY LIGHT	LITHONIA MODEL #ELM2L (OR EQUAL)	ABOVE CAP BEAM	WIRE AHEAD OF SWITCH	L1198			

GENERAL SHEET NOTE:

LOCATION OF ALL ELECTRICAL COMPONENTS IN THE MECHANICAL ROOM ARE SUBJECT TO CHANGE, FINAL LOCATIONS TBD.

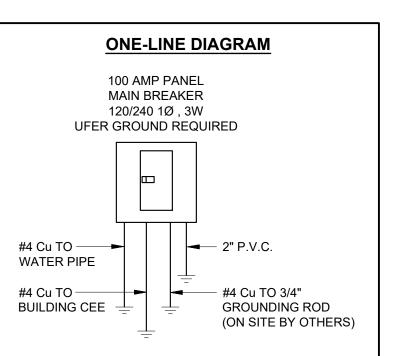
> COUNTY OF SLO PLANNING AND BUILDING REVIEWED FOR CODE COMPLIANCE by Matt Varvel Project No: PMTC2022-00061 Date: 02/29/202 The approval of these plans shall not permi violations of county or state laws. The County may revoke this permit or requir corrections if they are in error. These approved plans shall be made available when inspections are requested.
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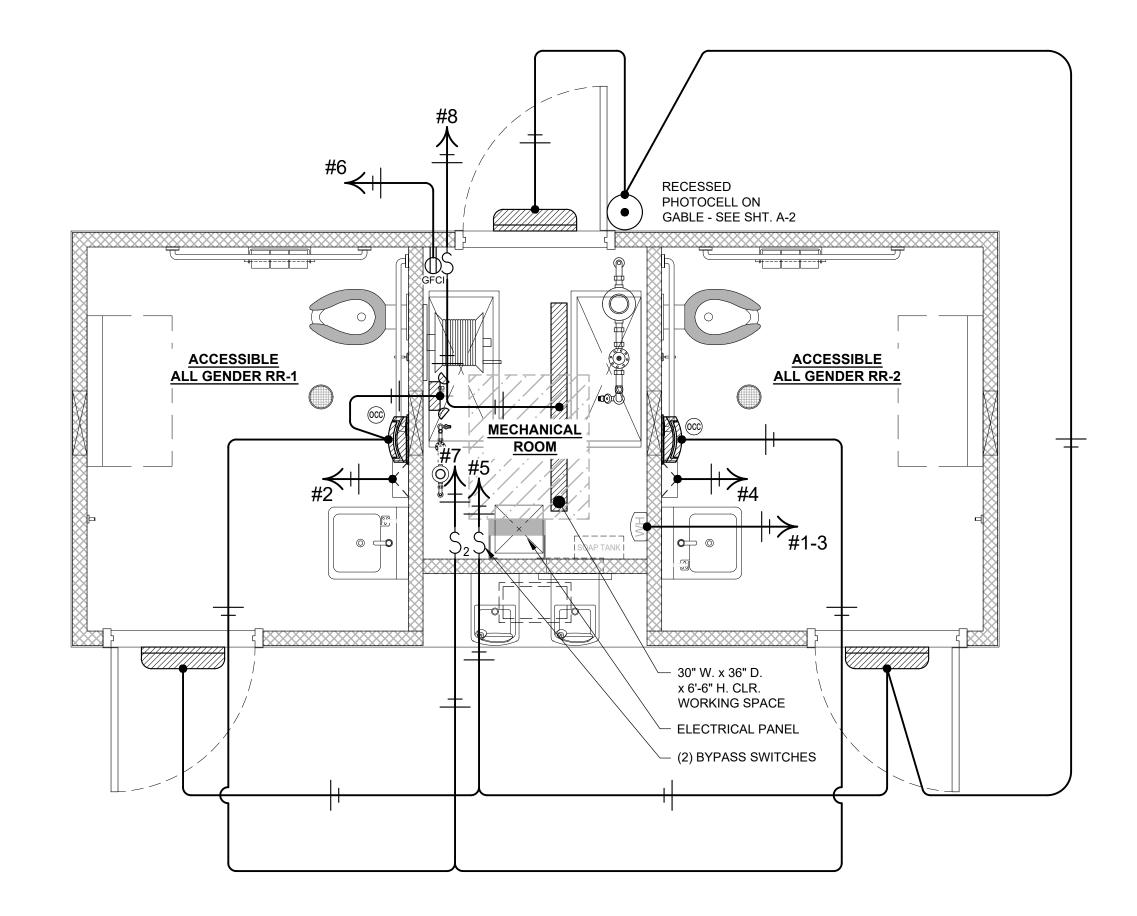
LIGHTING CONTROLS SCHEDULE						
CONTROLS						
OCCUPANCY SENSOR BUILT-IN TO LIGHT FIXTURE / BYPASS SWITCH "ON" OVERRIDES OCC. SENSOR FOR MAINTENANCE						
MANUAL ON/OFF SWITCH (AREA HOUSES ELECTRICAL EQUIPMENT)						
PHOTOCELL / BYPASS SWITCH "ON" OVERRIDES PHOTOCELL FOR MAINTENANCE						

٠.	ALL CONDUCTORS ARE INSULATED THHN COPPER WIRES.
	RATING OF STANDARD PANEL MAIN BREAKER IS 22,000
	A.I.R.
3.	WIRING METHOD IN METALLIC CONDUIT.
١.	INSTALL CEE GROUND IN SLAB, TERMINATING IN MECH.
	ROOM
	GREEN GROUNDING CONDUCTOR IN ALL RACEWAYS.

	NOTE: ALL CONDUCTORS COPPER				MAIN BREAKER			SINGLE PHASE					
	CKT	DESCRIPTION	CIR. BREAKER TRIP AMPS	WIRE SIZE	TOTAL V.A.		100 AMP		TOTAL V.A.	WIRE SIZE	CIR. BREAKER TRIP AMPS	DESCRIPTION	СКТ
5	1	WATER HEATER	40	8	4800	]	<del>-</del>	_	1000	12	20	HAND DRYER / ACC. RR-2	2
$\int_{-\infty}^{\infty}$	3	" "	"	"	4800	]	<del>-   • ′</del>	_	1000	12	20	HAND DRYER / ACC. RR-1	4
	5	EXTERIOR LIGHTS	20	12	30	]	<del>-</del>	_	1500	12	20	DEDICATED DUPLEX RECEPTACLE - GFCI	6
	7	RESTROOM LIGHTS	20	12	33	]	<del>-</del>		15	12	20	MECHANICAL ROOM LIGHTS	8
	9					]	<del>-                                     </del>	_					10
	11					]	<del>-   • ′</del>	_					12
	13					]	<del>-</del>	_					14
	15					]	<del></del>						16
	17					]	<del>-</del>						18
	19					]							20

	ELE	ECTRICAL LOA	D CALCULATI	ONS				
PANEL: 120/240 VOLTS		SINGLE PHASE	100	AMP MAIN BREA	KER			
COMPONENT		CONNECTED LOAD (V.A.)						
EXTERIOR LIGHTING		30	CONNECTED LOAD x 1.25		37.50			
INTERIOR LIGHTING		48	CONNECTED LOAD x 1.25		60.00			
WATER HEATER		9600	CONNECTED LOAD x 1.00		9600.00			
(1) HAND DRYER (LARGEST MC	TOR)	1000	CONNECTED LOAD x 1.25		1250.00			
(1) HAND DRYER		1000	CONNECTED LOAD x 1.00	1000.00				
DEDICATED RECEPTACLE - GF	CI	1500	CONNECTED LOAD x 1.00	1500.00				
TOTAL LOAD		13178	TOTAL LOAD		13447.50			
TOTAL CONNECTED LOAD	KVA	13.178	TOTAL CALCULATED	KVA	13.448			
TOTAL CONNECTED LOAD	AMPS	54.908	LOAD		56.031			





BY OTHERS - UTILITY BOX MARKED "ELECTRIC" -WITHIN 6 FT. OF BUILDING (FINAL LOCATION TBD)



DO NOT SCALE - DIMENSIONS PRESIDE 24x36 SHEET = SCALE AS NOTED 11x17 SHEET = NTS

Description

CONSTRUCTION DOCUMENTS 06/23/2023

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.
2587 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060   Fax: 888-888-1448

PROJECT OWNER: **CAMBRIA COMMUNITY** SERVICES DISTRICT Cambria, CA

PROJECT NAME AND LOCATION: FISCALINI RANCH PUBLIC BATHROOM Cambria, CA

SHEET TITLE: **ELECTRICAL PLAN & SCHEDULES** 

11060 **DF** Job No. Drawn by: JC/DC Checked by: 01/29/2024 Current Date:

03/27/2023

#### NOTES: (LIGHT WEIGHT CONCRETE)

- . ALL REBAR TO BE GRADE 60.
- 2. ALL WELDABLE REINFORCEMENTS TO BE ASTM A706.
- 3. CONCRETE STRENGTH BASIS DESIGN IS MIN. 2500 PSI WITH SPECIAL ADDITIVE.
- 4. MINIMUM CONCRETE COVER = 1 1/2" FOR #4 AND #5 BARS.TOP BARS MAY BE LOWER ONLY WHERE REQUIRED BY SPECIFIED SLOPES.
- 5. PROVIDE (2) #5 BARS @ 8" O.C. TOP & BOTTOM AT PERIMETER OF EACH SLAB &

PROVIDE (3) #5 BARS @ 8" O.C. TOP & BOTTOM AT EACH LIFTING LOCATION.

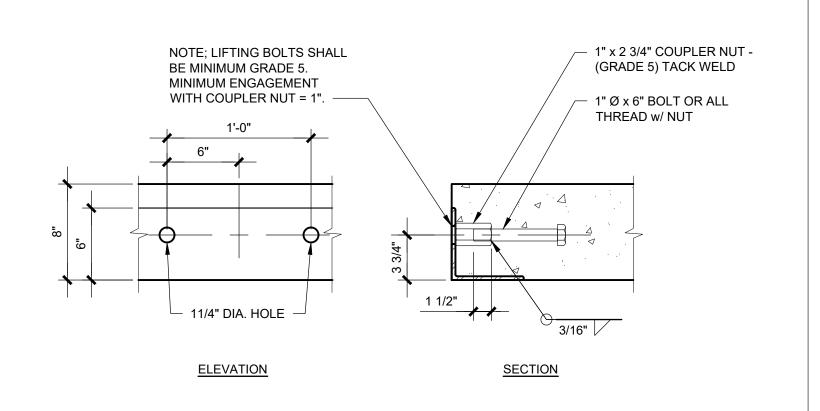
- TOP MAT: ADD TRIMMER BARS NEXT TO BLOCK OUTS IF CLEARANCE TO REGULAR LAYOUT IS GREATER THAN 2".
  TRIMMER BARS EXTEND 18" PAST OPENING, OR TERMINATE WITH 90° HOOK AND 8" EXTENSION. CENTER OF
- TRIMMER BARS TO BLOCK OUTS TO BE 2", TYP.

  7. PROVIDE (2) DIAGONAL 24" LONG #4 REBARS (1 @ TOP MAT & 1 @ BOTTOM MAT) @ EACH SLAB OPENING.
- SMALL BLOCK OUTS (8" x 8" MAX.) MAY BE ADDED AS REQUIRED FOR SERVICES. ADD DIAGONAL TRIMMER BARS IF CLEARANCE TO REGULAR LAYOUT IS GREATER THAN 2".
- 9. SPLICES: #4 BARS 20" LAP

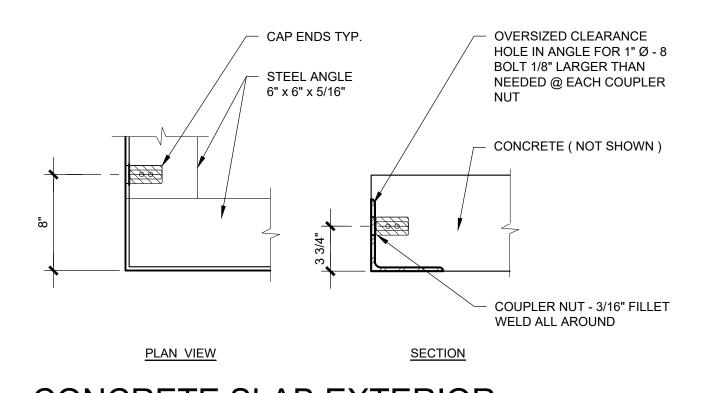
#5 BARS - 24" LAP

- 10. PROTECT PIPE & FLOOR DRAINS THAT WILL BE ENCASED IN THE CONCRETE BY PROVIDING AN APPROVED WRAP.
- 11. ONLY WHERE NOTED, IT IS ACCEPTABLE TO NOTCH HORIZONTAL LEG OF PERIMETER ANGLE.
- 12. ALL EXPOSED FACES OF SLAB PERIMETER STEEL ANGLES SHALL RECEIVE GALVANIZING PAINT COATING.

SLAB LOADS SCHEDULE								
MARK	LOCATION	VERTICAL LOAD	LATERAL LOAD					
A	WALL LINE (GRID) 1 & 2	400 plf	1130 lbs					
В	WALL LINE (GRID) A & B	920 plf	1080 lbs					



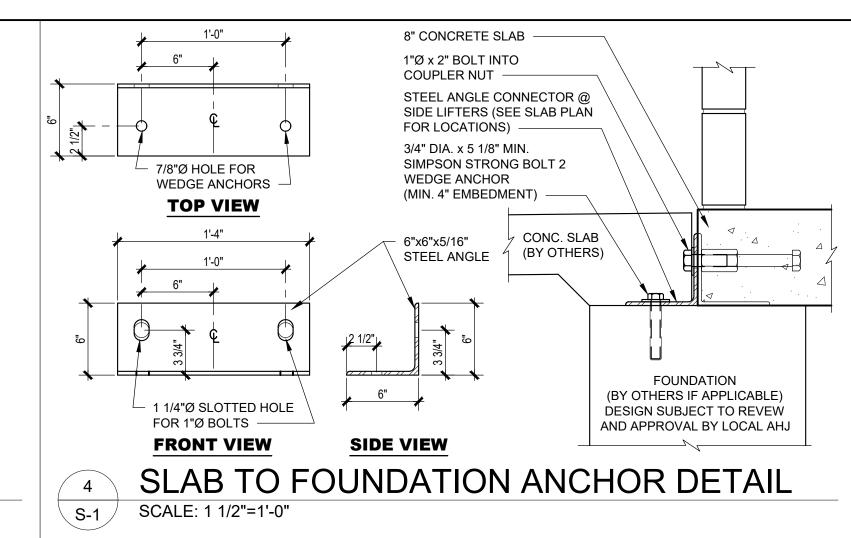
RIGGING EMBEDDED ANCHOR DETAIL
SCALE: 1 1/2"=1'-0"



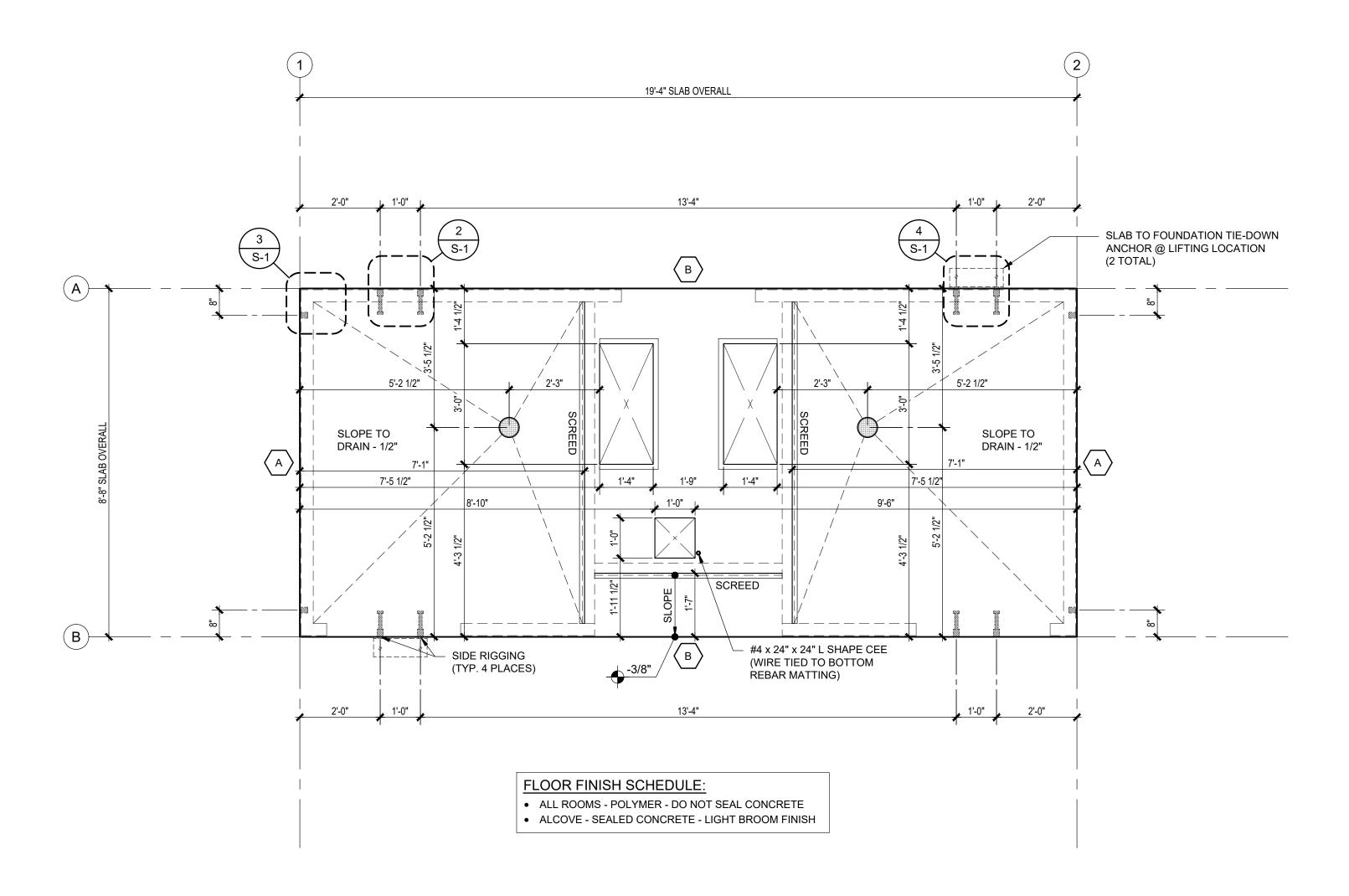
CONCRETE SLAB EXTERIOR

STEEL FRAME @ CORNER DETAIL

S-1 SCALE: 1 1/2"=1'-0"



COUNTY OF SLO PLANNING AND BUILDING
REVIEWED FOR CODE COMPLIANCE
by Matt Varvel
Project No: PMTC2022-00061 Date: 02/29/2024
The approval of these plans shall not permit
violations of county or state laws.
The County may revoke this permit or require
corrections if they are in error. These
approved plans shall be made available
when inspections are requested.
All changes must be approved.



CONCRETE SLAB & STEEL PERIMETER PLAN

SCALE: 1/2"=1'-0"

No. Description Date

INDUSTRIES, INC.
P.O. BOX 489
945 Olney St.
Aumsville. OR 97325-0489

CONSTRUCTION DOCUMENTS 06/23/2023

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PUBLIC RESTROOM COMPANY

Building Better Places To Go.
2587 Business Pkwy, Minden, NV 89423
Ph: 888-888-2060 | Fax: 888-888-1448

PROJECT OWNER:

CAMBRIA COMMUNITY

SERVICES DISTRICT

Cambria, CA

PROJECT NAME AND LOCATION:

FISCALINI RANCH PUBLIC BATHROOM

Cambria, CA

CONCRETE SLAB & STEEL
PERIMETER PLAN & DETAILS

SHEET TITLE:

 Drawn by:
 DF
 J

 Checked by:
 JC/DC

 Current Date:
 01/29/2024

 Start Date:
 03/27/2023

DF Job No. 11060 5/DC 024 023

PROFESSIONAL NO.60484 OF THE EXP: 06.30.2024

EXP: 06.30.2024

DO NOT SCALE - DIMENSIONS PRESIDE

STRUCTURAL ONLY

## Fiscalini Ranch Preserve Community Park Phase 1 Grading

### Environmental Monitoring Plan

PREPARED FOR: Environmental Division Planning and Building Department County of San Luis Obispo Contact: Kerry Brown

Phone: 805-781-5713

March 2016

### firma

Landscape Architecture Planning Environmental Studies Ecological Restoration

187 Tank Farm Road San Luis Obispo CA 93401 805. 781.9800

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## **ENVIRONMENTAL MONITORING PLAN**Fiscalini Ranch Preserve Community Park Phase 1 Grading

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GRADING PLANS: Phase 1 Grading prepared by Civil Design Studio

#### I. MANAGEMENT ORGANIZATION

#### A. MANAGEMENT AND COMMUNICATIONS

Management responsibility and communications procedures must be clearly delineated and understood by all personnel involved in compliance with and execution of the project to ensure optimal working relationships and appropriate reporting. This Environmental Monitoring Plan is designed to facilitate clear lines of responsibility and contact, and expedite management and communications in the field.

The Cambria Community Service District maintains overall authority to implement the conditions of approval passed by the Planning Commission and defined in this document. The CCSD will employee qualified staff, e.g. the Fiscalini Ranch Manager, as Environmental Monitor. The CCSD Monitor will handle the field management, decision making, and will have the final authorization of the environmental monitoring, The CCSD Environmental Monitor will have indirect management over construction. The Environmental Monitor would report directly to the CCSD and will also communicate with the construction supervisor.

Frequent and regular communication with the contractor will be essential for successful compliance. It will be the responsibility of the Environmental Monitor to inform the construction supervisor as to where and how the Environmental Monitor can be contacted.

#### **B. RESPONSIBILITY AND AUTHORITY**

The Cambria Community Service District is responsible for the implementation of the Environmental Monitoring Plan. The Environmental Monitor will report to the County.

It will be the responsibility of the Environmental Monitor to keep in close contact with the construction supervisor and alert to the proposed construction schedule. This construction supervisor will keep the Environmental Monitor informed of day-to-day activities during construction. The Environmental Monitor will field check the activities on a regular basis, and will be on the site during critical activities as defined in the conditions of approval.

The specific roles of key team members are defined below:

#### 1. Department of Planning and Development

The County staff person assigned to the project will be responsible for approving and verifying compliance with all conditions and may visit the construction area and perform visual checks on an as-needed basis. The staff person will review all plans and review and initial field reports. As a Condition of Approval is met, the staff person will sign off that the project has met the condition as specified. The staff person will perform all ministerial functions as needed to manage the County-related duties of the Monitoring Plan. This person will also act as liaison with the County departments, will review all construction plans, and all changes to the Monitoring Program.

#### 2. Environmental Monitor

The Environmental Monitor has two key functions: 1) liaison with the County and the construction crew, and 2) management and reporting of field monitoring activities.

The Environmental Monitor designated by the CCSD will be responsible for the hiring of any additional specialists, such as a monitoring biologist or monitoring archaeologist that may be necessary to meet the Conditions of Approval (COA) for the project. The Environmental Monitor will coordinate in the field with the construction supervisor and delegate authority to the monitors as needed to observe construction activities and report on compliance. Environmental Monitoring field reports will be completed to document observations and compliance with various COA identified in Table 1. The CCSD shall retain copies of all field reports and submit final field report to the County at the time of grading permit closeout.

The Environmental Monitor will be responsible for identifying new impacts (previously unknown) that may occur during project construction, and will recommend mitigation measures for new impacts in consultation with the construction supervisor. In consultation with County Staff, the Environmental Monitor may specify new or additional or substitution mitigation measures to be implemented on an as-needed basis in order to respond to site conditions and comply with all Conditions of Approval. The intent is to provide the Environmental Monitor with enough flexibility in the field to "custom fit" mitigation efforts to actual impact(s) without significantly increasing these efforts or costs. The Environmental Monitor's recommendations will also be subject to the established communication and arbitration procedures described in this document.

The Environmental Monitor should not commit construction supervisor to additional measures not included in the Conditions of Approval without prior written authorization from CCSD and the County. Prior written authorization to implement additional mitigation measures would not be necessary for relatively minor issues or if the construction schedules would be affected when the matter is urgent and must be resolved as soon as possible. In these situations, the Environmental Monitor will request verbal authorizations from both CCSD and the County and will document the authorizations in writing.

The Environmental Monitor will note, question and report any activity observed that does not appear to be within the scope of the conditions of approval and any other applicable permits.

The Environmental Monitor must be aware of the construction specifications, just as the construction contractor must be aware of the environmental issues.

At the completion of a task, the Environmental Monitor will record the status of various COA from **Table 1–Summary of Conditions of Approval** and inform the CCSD. The Environmental Monitor will be responsible for ensuring that copies of all reports are transmitted to the appropriate groups.

A summary of responsibilities is given as follows:

 Authority to monitor all construction activities as necessary to ensure compliance with Conditions of Approval for the Phase 1 Grading of East Fiscalini Ranch Park Recreation Improvements which authorizes:

Site Grading and drainage:28.12 AC Total.

- Responsible for compiling, preparing and or transmitting the necessary reports to CCSD, the County ED and other agencies.
- Maintaining the Summary of Compliance Status (of COA listed in Table 1) up to date, based on field observations and communications with contractor supervisor on site.
- Communicating on a weekly basis with construction supervisor to forecast environmental personnel needs for the upcoming week, based on the anticipated construction schedule to be provided by the contractor. The construction supervisor will notify the Environmental Monitor of changes to the anticipated construction schedules.

The Environmental Monitor is not responsible for the means and methods employed by the construction crew and will only address such when the means or methods employed would create new impacts to the environment, or be likely to fail to mitigate impacts. The means, methods and/or performance standards for impact mitigation and compliance with the conditions of approval are considered to be defined by 1) the operating permit, 2) the plans and specifications (as applicable), 3) the conditions of approval, and 4) the final authority of the County as interpreters of 1-3 above.

The Environmental Monitor's responsibility, including consultants retained by the CCSD, is limited to observation and reporting, and as such the monitor does not assume liability for environmental damage in the event of failed or incomplete mitigation attempts or environmental damage resulting from negligence, any activities on the site beyond the scope of the County permit, and activities beyond the scope of the conditions of approval.

#### 3. Construction Supervisor

The principal responsibility of the contractor supervisor regarding this Environmental Monitoring Plan is to ensure compliance with the County's conditions and to act as liaison between the Environmental Monitor and the construction staff. The contractor supervisor will keep the Environmental Monitor informed as to the timing of specific construction activities and/or implementation of specific mitigation programs.

The construction supervisor will work with the Environmental Monitor to foster a cooperative spirit among the construction crew and the environmental team. Problems between the two groups, such as in communication issues, compliance with conditions, or requests for changes will be dealt with by the construction supervisor and the Environmental Monitor. It will be the responsibility of the construction supervisor to educate the construction crew as to the importance of compliance with the conditions of approval. The construction supervisor will ensure that contractor compliance is consistent with the conditions of approval.

The construction supervisor will also be responsible for informing the Environmental Monitor in advance of the anticipated construction schedule, to allow the Environmental Monitor ample time to schedule any appropriate environmental personnel to be on the site at a specific time. Major changes to the construction schedule shall be communicated to the Environmental Monitor by the construction supervisor at least 48 hours in advance. Minor changes will be reported to the Environmental Monitor prior to beginning the work, and shall not constitute significant deviations from the anticipated schedule. The construction supervisor and the Environmental Monitor will meet weekly during construction to review compliance and construction status and to forecast the work planned for the upcoming week.

#### C. CREW ORIENTATION

All environmental and construction personnel will receive an orientation. The briefings will be coordinated by the construction supervisor and conducted by the Environmental Monitor. The Environmental Monitor will have the prime responsibility for designing and conducting the orientations. The intent of the briefings will be to acquaint the construction crews with the environmental sensitivities of the project site and to introduce the environmental team to the construction team and construction specifications. All field teams must understand that construction stoppage will be used when necessary.

At a minimum, a briefing will be required for each phase of construction that is constructed by a different contractor. If necessary, additional briefings will be held if different construction workers are employed, or if new construction or environmental crews are used that were not working on the project at the time of the initial briefing.

The briefings will provide background information on the project, the purpose of the Environmental Monitoring Plan, and a thorough discussion of lines of authority and communication. Procedures to be carried out for reporting violations and enforcement criteria will be thoroughly discussed. The orientation will specify that the construction crew is responsible for the implementation of the conditions contained in the Environmental Monitoring Plan. The contractor will receive a copy of the Environmental Monitoring Plan prior to commencement of work, and copies will be kept on the site at all times. Similarly, the environmental team will be given access to the construction specifications.

#### II. MONITORING AND REPORTING PROCEDURES

#### A. MONITORING CRITERIA

The monitoring criteria are the Mitigation Measures required by the County of San Luis Obispo (see **Table 1 Summary of Mitigation Measures Table**). The mitigation measures provide the Environmental Monitoring Criteria and summarize the applicable conditions. Table 1 indicates the responsibility and monitoring authority for each condition and provides references to pertinent plans, specifications and programs, as applicable.

The Environmental Mitigation Plan is a dynamic, working document that will function as the principal tool used by the Environmental Monitor for tracking compliance in the field. The Environmental Monitor will update this table as needed to indicate compliance status. In addition, compliance status will be kept by the County as staff processes the monitoring reports and/or field reports.

#### B. COMPLIANCE CRITERIA

There are two categories of compliance criteria: one for field monitoring of construction activities and one for office review of construction drawings. While each is equally important to achieve compliance, it is the field compliance criteria that could lead to construction stoppage. The Environmental Monitor will be responsible for monitoring field activities and transmitting information regarding condition compliance and review of the construction plans by affected agencies.

The Environmental Monitor has authority to stop work temporarily to notify the contractor supervisor concerning any potential or actual permit violations. The Environmental Monitor shall identify violations or circumstances that warrant stopping work and immediately notify the contractor supervisor. The Environmental Monitor has authority to stop work.

Three types of compliance violations are recognized:

- Minor violations that are noted by the Environmental Monitor, recorded on field reports, and rectified by the applicant and rechecked subsequently by the Environmental Monitor for compliance.
- 2) Violations that may be minor or major, but which are agreed upon in the field as violations by the Environmental Monitor and Contractor and can be immediately rectified, without significant work stoppage.
- 3) Violations that cannot be resolved quickly, or require County input or decisions, or are subject to arbitration due to disagreement. These violations require work stoppage.

#### C. ARBITRATION PROCEDURES

All efforts will be made by the CCSD to resolve disputed compliance issues in the field prior to the need to resort to formal arbitration. Initial efforts to resolve disputed issues will include the contractor supervisor. However, in the event that this is not possible, the system for arbitration is contained herein to handle disputes regarding compliance procedures.

The first step requires the Environmental Monitor to identify the disputed issue, record it in the field report, and meet with the construction supervisor to discuss the problem. If no resolution can be agreed to at this meeting, it may be necessary for an additional specialist to be present at this meeting. During this period of arbitration, construction stoppage or redirection of construction may be implemented. (NOTE: Construction halts would be at the specific location of dispute only, not the entire project. All other activities which are continuing to be monitored or do not need to be monitored may proceed during arbitration.) The County will have the authority to decide the appropriate course of action to achieve resolution of the disputed issue. If any of the parties do not agree with the decision, they may appeal the issue to the Director of Planning and Building. If no resolution is achieved the matter would be appealed to the Planning Commission. The Board of Supervisors will have final authority over the decision.

A final report detailing the disputed issue, the meetings held, and the final decision of the arbitration will be prepared by the Environmental Monitor and forwarded to the County, and construction supervisor.

Environm	Environmental Monitoring Plan				
Field R	eport		Cambria Community Service District		
Project:	Fiscalini Ranch Pl	nase I Grading			
Date of	nspection:				
Present:	- (	CCSD Environ	mental Mitigation Monitor		
Observa	tions:				

Action: o Compliance noted o Re-inspect when complete

o Stop work o Other: Pre-Start Meeting

Copies:

Summary of Conditions of Approval Fiscalini Ranch Preserve Community Park-Phase 1 Grading

		TABLE 1: CONDITIONS OF APPR	ROVAL	
COA	EIR Mitigation Measure	Requirement of Condition	Environmental Monitor (EM) Action	Reporting Requirements
5		Services: At the time of application for construction permits, the applicant shall provide a letter from Cambria Community Services District stating they are willing and able to service the property.		CCSD Letter submitted to County of San Luis Obispo
6		Drainage: At the time of application for any required construction permits, the applicant shall submit complete drainage plans and erosion and sedimentation control plans for review and approval in accordance with Title 23 of the Land Use Ordinance.		Grading Plans submitted to County of San Luis Obispo
7	AES-4b	Upon application for construction permits from the County, and prior to site disturbance, proposed trail and road design plans shall include the following standards and concepts:  a. All boardwalks, bridges, retaining structures, edge stops, railing and other visible features shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landcover.  b. All path and access road surfaces, including emergency and maintenance vehicle roads shall match the color of the adjacent native earth. Decomposed granite and polymer surfaces, "all-weather surfaces," American Disabilities Act (ADA) compliant stable surfaces, and compacted imported earth surfaces shall be designed and constructed to match the color of the adjacent soil. This requirement shall also apply to all road-related culverts, rock slope protection, and drainage systems.  c. All trail and road design shall minimize grading by following the natural contours of the land as much as possible. Where grading is unavoidable, all slopes shall include slope-rounding to reduce the engineered appearance of the earthwork.	EM to observe and prepare field report	EM Field Report
15	AQ-1	Upon application for construction permits and prior to site disturbance, a Dust Control Plan shall be prepared and submitted to the APCD for approval prior to commencement of construction activities. The Dust Control Plan shall:  a. Use APCD approved BMPs and dust mitigation measures; b. Provide provisions for monitoring dust and construction debris during construction; c. Designate a person or persons to monitor the dust control program and to order increased watering or other measures as necessary to prevent transport of dust off-site. Duties should include holiday and weekend periods when work may not be in progress; d. Provide the name and telephone number of such persons to the APCD prior to construction commencement. e. Identify compliant handling procedures. f. Fill out a daily dust observation log.	Control Plan approval by APCD.	EM Field Report

16	AQ-3	Upon application for construction permits and prior to site disturbance, the	See Ph.1 Grading	
10	^Q 3	following mitigation measures shall be shown on all project plans and	Plans prepared by	
		implemented during the appropriate grading and construction phases to		
		reduce PM <sub>10</sub> emissions during earth moving activities:	Civil Deisgn Studio	
		a. Reduce the amount of the disturbed area where possible.		
		b. Water trucks or sprinkler systems shall be used in sufficient quantities to		
		prevent airborne dust from leaving the site. Increased watering frequency shall		
		be required whenever wind speeds exceed 15 mph. Reclaimed (non-potable)		
		water shall be used whenever possible.		
		c. All dirt stockpile areas shall be sprayed daily as needed.		
		d. Exposed ground areas that are planned to be reworked at dates greater		
		than one month after initial grading shall be sown with a fast-germinating		
		native grass seed (native to the FRP) and watered until vegetation is		
		established.		
		e. All disturbed soil areas not subject to re-vegetation shall be stabilized using		
		approved chemical soil binders, jute netting, or other methods approved in		
		advance by the APCD.		
		f. All roadways, driveways, sidewalks, etc. to be paved should be completed as		
		soon as possible after initial site grading. In addition, building pads shall be		
		laid as soon as possible after grading unless seeding or soil binders are used.		
		g. Vehicle speed for all construction vehicles shall be posted to not exceed 15		
		mph on any unpaved surface at the construction site.		
		h. All trucks hauling dirt, sand, or other loose materials are to be covered or		
		shall maintain at least two feet of free board (minimum vertical distance		
		between top of load and top of trailer) in accordance with CVC § 23114.		
		i. Wheel washers shall be installed where vehicles enter and exit unpaved		
		roads onto streets, or wash off trucks and equipment leaving the site.		
		j. Streets shall be swept at the end of each day if visible soil material is carried		
		onto adjacent paved roads. Water sweepers with reclaimed water shall be used		
		when feasible.		
		k. Permanent dust control measures shall be implemented as soon as possible		
		following completion of any soil disturbing activities.		

17	AQ-5	Upon application for construction permits and prior to site disturbance, the	EM to verify	EM Field Report
17	\rac{1}{2}	applicant shall submit grading plans and a construction schedule	construction schedule	Livi Field Report
		demonstrating that soil material would not be moved at a rate more than	and equipment	
		53,500 cubic yards (cy) in a quarter or 2,000 cy in a day. If material would be		
		moved at this rate (or greater), the applicant shall implement the following		
		standard APCD mitigation measures for the project's construction equipment:		
		a. Maintain all construction equipment in proper tune according to		
		manufacturer's specifications.		
		b. Fuel all off-road and portable diesel powered equipment, including but not		
		limited to bulldozers, grader, cranes, loaders, scrapers, backhoes, generator		
		sets, compressors, auxiliary power units, with Air Resources Board (ARB)		
		certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).		
		c. Maximize to the extent feasible, the use of diesel construction equipment		
		meeting the ARB's 1996 or newer certification standard for off-road heavy-		
		duty diesel engines.		
		d. All on and off-road diesel equipment shall not be allowed to idle for more		
		than 5 minutes. Signs shall be posted in the designated queuing areas to remind drivers and operators of the 5 minute idling limit.		
		e. Electrify equipment where feasible.		
		f. Substitute gasoline-powered for diesel-powered equipment where feasible.		
		g. Use alternatively fueled construction equipment onsite where feasible, such		
		as compressed natural gas (CNG) liquefied natural gas (LNG), propane, or		
		biodiesel.		
		h. Best Available Control Technology (BACT - implementation of DOCs or		
		CDPFs) for construction equipment shall be required and the applicant shall		
		provide the grading amounts and schedule to the APCD Planning Division as		
		soon as they are available so that the appropriate level of BACT can be defined.		
		i. At least 3 months prior to construction, the construction company awarded		
		the contract shall contact the APCD Planning Division (805-781-5912) to		
		coordinate the implementation of this mitigation measure. This company will		
		also provide the APCD with proof that the Standard (a-h above) and BACT		
		mitigation measures have been implemented prior to the start of construction		
20	BIO-3	Upon application for construction permits from the County, and site	,	EM Field Report
		disturbance, the CCSD or its designee shall prepare a Storm Water Pollution		
		Prevention Plan (SWPPP) consistent with guidelines, which shall include		
		detailed sediment and erosion control plans consistent with any required		
		Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically		
		address protection of drainages, and riparian and wetland resources on and		
		adjacent to the project site. Compliance shall be verified by the project		
28	GEO-3	environmental monitor through submission of compliance reports.  Upon application for construction permits to the County of San Luis Obispo,	Soo Dh. 1. Crading	EM Field Report
20	GLO-3	prior to site disturbance, and during management of the Fiscalini Ranch		LM Fleid Report
		Preserve (FRP), the CCSD or its designee shall implement the following	ae p. epaea 27	
		measures:	Civil Deisgn Studio	
		a. Implement soil stabilization and erosion prevention measures identified in		
		the Public Access and Management Plan (RRM, 2003).		
		b. If proposed, final design plans for the Creek to Ridge Trail shall demonstrate		
		that the trail alignment is located over less steep areas, and shall include the		
	1	use of water bars where needed.		

32	GEO-9	Upon application for construction permits to implement the Community Park	See Ph.1 Grading	
-	1020 3	Master Plan and prior to site disturbance, the CCSD or its designee shall	Plans prepared by	
		consult with the County of San Luis Obispo to stabilize the offsite drainage		
		swale in the vicinity of Piney Way. The applicant shall also implement the	Civil Deisgn Studio	
		storm-drain system described in the Community Park Master Plan Grading and		
		Drainage Concept (Firma, 2006) to capture runoff from both watersheds in		
		this area and convey runoff across the site to Santa Rosa Creek. The condition		
		of the hillside vegetation shall be monitored prior to finalizing plans for the		
	<u> </u>	storm-drain system.		
40	N-2	Upon application for construction permits from the County of San Luis Obispo,	See Ph.1 Grading	EM Field Report and CCSD
		the CCSD or project developer shall submit a Noise Reduction Plan prepared by	Plans for Noise	Notification to surrounding
		a qualified acoustical consultant for review and approval by the County	Control Plan.	residences
		Planning Department. The Noise Reduction Plan shall include but is not limited	EM to verify proper	
		to the following standards:	notification.	
		a. Limit all phases of construction to the hours of 7:00 AM to 9:00 PM Monday	notineation.	
		through Friday as required by County ordinance;		
		b. Regular notification of all existing and future residences within 1,000 feet of		
		the site boundary concerning the construction schedule;		
		c. Shield especially loud pieces of stationary construction equipment;		
		d. Locate portable generators, air compressors, etc. away from sensitive noise		
		receptors;		
		e. Limit grouping major pieces of equipment operating in one area to the		
		greatest extent feasible;		
		f. Place heavily trafficked areas such as the maintenance yard, equipment,		
		tools, and other construction oriented operations in locations that would be the		
		least disruptive to surrounding sensitive noise receptors;		
		;		
		g. Use newer equipment that is quieter and ensure that all equipment items		
		have the manufacturers' recommended noise abatement measures, such as		
		mufflers, engine covers, and engine vibration isolators intact and operational.		
		Internal combustion engines used for any purpose on or related to the job		
		shall be equipped with a muffler or baffle of a type recommended by the		
		manufacturer;		
		h. Conduct worker-training meetings to educate and encourage noise		
		awareness and sensitivity. This training should focus on worker conduct while		
		in the vicinity of sensitive receptors (i.e., minimizing and locating the use of		
		circular saws in areas adjacent to sensitive receptors and being mindful of		
		shouting and the loud use of attention drawing language); and,		
		i. Notify surrounding residences in advance of the construction schedule when		
		unavoidable construction noise and upcoming construction activities likely to		
		produce an adverse noise environment are expected. Noticing shall provide		
		phone number of the project manager, construction foreman, and any other		
		pertinent project team members. This notice shall be given one week in		
		advance, and at a minimum of one day in advance if anticipated activities have		
		partance, and at a minimum of one day in davance if anticipated activities flave		1

55	BIO-2	Prior to construction, the CCSD or its designee shall prepare a project-specific	Qualified EM	Environmental Monitoring
		environmental monitoring plan coordinated with mitigation measures within	designated by CCSD	Plan has been submitted to
		this EIR, and shall provide funding for a qualified environmental monitor for	,	the County.
		the construction phases of the project to ensure compliance with EIR		<b>,</b>
		mitigation measures, and any applicable agency permit conditions. The		
		monitor shall be responsible for (1) ensuring that procedures for verifying		
		compliance with environmental mitigations are followed; (2) lines of		
		communication and reporting methods; (3) daily and weekly reporting of		
		compliance; (4) construction crew training regarding environmentally sensitive		
		areas; (5) authority to stop work; and (6) action to be taken in the event of		
		non-compliance. Monitoring shall be at a frequency and duration determined		
		by the affected agencies (e.g., Army Corps of Engineers, Regional Water		
		Quality Control Board, California Department of Fish and Game, California		
		Coastal Commission, and the County of San Luis Obispo).		
56	BIO-14	Prior to initiation of construction activities, including trail improvements	Pre-construction Bio	EM Field Report
		requiring ground disturbance and/or use of heavy equipment, the CCSD or its	Survey 30 days prior	
		designee shall retain a qualified biologist to conduct a pre-activity survey for	to the beginning of	
		active nests, dens, or burrows. The survey shall be conducted within 30 days	site disturbance and	
		prior to proposed site disturbance and construction activities. Results of the	construction activities	
		survey shall immediately be submitted to the CDFG as necessary. The survey	conducted by a	
		report shall include the date of the survey, methods of inspection, and	qualified biologist.	
		findings. Disturbance of any active nest, den, or burrow shall be prohibited.	qualified biologist.	
		a. If active burrows of Monterey dusky-footed woodrats are found within		
		proposed development areas during the survey, the biologist shall establish an		
		appropriate buffer area to protect the nest(s). No site disturbance shall occur		
		within the buffer area until a Memorandum of Understanding (MOU) is		
		obtained from CDFG. An alternative to buffer area is to disassemble nests by		
		hand outside of the nesting season (February through September) and allow		
		the woodrats to leave the site.		
		b. If the pre-construction survey finds potential American badger dens, they		
		shall be inspected to determine whether they are occupied. The survey shall		
		cover the entire property, and shall examine both old and new dens. If		
		potential badger dens are too long to completely inspect from the entrance, a		
		fiber optic scope shall be used to examine the den to the end. If a fiber optic		
		scope is not available, occupation of the den can be determined by partially		
		obscuring the den entrance with sticks and leaves to indicate animal passage		
		into and out of the den and dusting the den entrance with a fine layer of dust		
		or tracking material for three consecutive nights and examining the following		
		mornings for footprints. Inactive dens may be excavated by hand with a		
		shovel to prevent re-use of dens during construction. If badgers are found in		
		dens on the property between February and July, nursing young may be		
		present. To avoid disturbance and the possibility of direct take of adults and		
		nursing young, and to prevent badgers form becoming trapped in burrows		
		during construction activity, no grading shall occur within 100 feet of active		
		badger dens between February and July. If badger dens are found on the		
		property during the pre-construction survey, the CDFG wildlife biologist for the		
		area shall be contacted to review current allowable management practices.		

57	BIO-16	adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only	f Santa Rosa	EM Field Report
		United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.		
58	BIO-17	Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the	to verify etion of Pre- vironmental less Training ducted by ed biologist.	EM Field Report
60	BIO-25	Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly	onstruction Bird Survey conducted 7 prior to the ning of site ance if work uring the bird ng season ruary 15 - ember 1). ey shall be rmed by a ed biologist.	EM Field Report

61	BIO-26	Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented.  If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all measures identified in the "Staff Report for Mitigating Impacts to the Burrowing Owl" (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).	survey for Burrowing Owl 30 days prior to the beginning of site disturbance and construction activities. Survey shall be conducted by a qualified biologist.	EM Field Report
62	CULT-3	Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.	archeologist and Native American monitor will monitor all earth disturbing activity. If any	EM Field Report
66	AQ-2	Prior to site disturbance, the applicant shall:  a. Obtain a compliance review with the APCD prior to the initiation of any construction activities;  b. Provide a list of all heavy-duty construction equipment operating at the site to the APCD. The list shall include the make, model, engine size, and year of each piece of equipment. This compliance review will identify all equipment and operations requiring permits and will assist in the identification of suitable equipment for the catalyzed diesel particulate filter; and,	prior to construction.	EM to submit heavy-duty equipment list to APCD.
67	AQ-4	During construction, the applicant shall maintain monthly compliance checks throughout the construction phase, verifying that all equipment and operations continue to comply with the APCD requirements.		EM Field Report

68	BIO-5	To avoid erosion and downstream sedimentation, and to avoid impacts to	FM to observe and	EM Field Report
		aquatic species, no work within or immediately adjacent to on-site drainages		Lift Field Report
		(within fifty feet) shall occur during the rainy season (October 15 through April		
		30), unless authorized by an affected agency (e.g., Army Corps of Engineers,		
		Regional Water Quality Control Board, California Department of Fish and		
	DIO C	Game, California Coastal Commission, and the County of San Luis Obispo).	TM to observe and	CM Ciald Danage
59	BIO-6	Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by		EM Field Report
		404/401/1602 permit conditions. No equipment shall be staged and no		
		temporary placement of fill shall occur in creeks and drainages.		
70	BIO-7	Soil stockpiles shall not be placed in areas that have the potential for	FM to observe and	EM Field Report
		significant runoff during the rainy season. All project-related spills of		Elitica Report
		hazardous materials within or adjacent to project sites shall be cleaned up		
		immediately. Spill prevention and cleanup materials shall be on-site at all		
		times during construction. Cleaning and refueling of equipment and vehicles		
		shall occur only within designated staging areas. The staging areas shall		
		conform to standard Best Management Practices applicable to attaining zero		
		discharge of stormwater runoff. No maintenance, cleaning, or fueling of		
		equipment shall occur within wetland or riparian areas, or within fifty feet of		
		such areas. At a minimum, all project equipment and vehicles shall be		
		checked and maintained on a daily basis to ensure proper operation and to		
		avoid potential leaks or spills.		
72	BIO-9	Following completion of ground-disturbing activities within or immediately		EM Field Report
		adjacent to riparian or wetland areas, all disturbed and barren areas shall be	report. See Ph.1	
		immediately revegetated with appropriate native vegetation to reduce the risk	Grading Plans	
		of erosion, per the requirements of the Habitat Revegetation and Restoration	prepared by Civil	
		Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are	Deisgn Studio	
		characteristic of habitats in the project site area.		
74	BIO-12	A qualified biological monitor shall be retained consistent with BIO/mm-2 to	An approved biologist	EM Field Report
•		ensure that remaining plants and habitats are not inadvertently disturbed		Elitica Report
		during construction activities. Prior to any project-related ground disturbance,	on the identification	
		all contractors associated with the construction phases of the proposed project	and biology of	
		shall be trained by the biological monitor on the identification and biology of	sensitive plant	
		sensitive plant species and habitats known in the vicinity of the project area.	species and habitats	
		Work areas should also be clearly delineated and flagged to limit vehicular and	for construction staff.	
		foot access to only those areas necessary for project completion. These areas	An approved higherist	
		should be designated by the biological monitor to avoid/discourage	will far as all areas	
		unnecessary damage to sensitive species and nabitats within and near the	Tim remee an areas	
		project area.	with sensitive species	
			habitatprior to the	
			beginning of	
			construction.	
			EM to observe and	
			report.	
5	BIO-15	To the extent practicable, construction activities within or adjacent to Santa		EM Field Report
	1	Rosa Creek (within 100 feet) shall be conducted during the dry season (May	report	
		15 through October 15).	. 000.0	

78	BIO-20	During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, rand disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.		EM Field Report
79	BIO-21		EM to observe and report	EM Field Report
82	CUL-23	In the event archaeological or historical resources are unearthed or E	EM to observe and report	EM Field Report
85	N-1	During construction activities, the use of equipment shall be limited to allowed work hours as defined in the existing <i>County Noise Ordinance</i> , r 7:00 A.M. to 9:00 P.M. (Monday through Friday) and 8:00 A.M. to 5:00 P.M. (Saturday and Sunday).		EM Field Report
88	CUL-4	Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County	Archaeological Monitor to prepare summary report for CCSD	EM to submit report to County
111		On-going condition of approval (valid for the life of the project), the project's various developments shall comply with the requirements of the National Pollutant Discharge Elimination System Phase I and / or Phase II storm water program and the County's Storm Water Pollution Control and Discharge Ordinance, Title 8, Section 8.68 et sec.		EM Field Report
113		<b>General</b> , Annual monitoring reports shall be submitted to the County Planning Department consistent with the mitigation measures.		
114		General, CCSD will provide adequate timely notification to the County and the public before projects commence by including them on the CCSD	CCSD to provide notification of projects	Project notification to be provided on Board of Directors Agenda

# AGREEMENT FOR CONSULTANT SERVICES Environmental Monitoring for the East Ranch Community Park Restroom Installation Project Padre Associates, Inc (2024PADRE-01)

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and effective as of November \_\_\_\_\_, 2024, between **Padre Associates, Inc** ("Consultant"), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

#### 1. **TERM**

This Agreement shall commence on its effective date and shall remain and continue in effect until completion of the work described in Consultant's proposal, unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant's proposal dated October 2, 2024 (the "Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

#### 3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

#### 4. **AGREEMENT ADMINISTRATION**

District's General Manager shall represent District in all matters pertaining to the administration of this Agreement. Simon Poulter shall represent Consultant in all matters pertaining to the administration of this Agreement.

#### 5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit A, in monthly progress payments based on time spent on each task.

#### 6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- (a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- (b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

#### 7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) The completion of the work specified in Exhibit A.
- (b) Bankruptcy or insolvency of any party
- (c) Sale of Consultant's business
- (d) Assignment of this Agreement by Consultant without the consent of District.

#### 8. **DEFAULT OF CONSULTANT**

- (a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.
- (b) If the District Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without

prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

#### 9. **LAWS TO BE OBSERVED**. Consultant shall:

- (a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;
- (b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;
- (c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above:
- (d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and
- (e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

#### 10. **OWNERSHIP OF DOCUMENTS**

- (a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.
- (b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed

pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 11. **INDEMNIFICATION**

- (a) <u>Indemnification for Professional Liability</u>. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.
- (b) <u>Indemnification for Other Than Professional Liability</u>. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.
- (c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.
- (d) <u>Indemnification for Design Professional Services.</u> Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold

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harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

#### 12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B," attached hereto and incorporated herein as though set forth in full.

#### 13. **INDEPENDENT CONSULTANT**

- (a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.
- (b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

#### 14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cambria Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cambria Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

#### 15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

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No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

### 16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- (a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- (b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

#### 17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: General Manager

Cambria Community Services District

PO Box 65

Cambria, CA 93428

2025PADRE-01 November 2024 Page **7** of **14** 

Copy to: Timothy J. Carmel

Carmel & Naccasha, LLP 694 Santa Rosa Street San Luis Obispo, CA 93401

To Consultant: Padre Associates, Inc

1861 Knoll Dr Ventura, CA 93003

#### 18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

#### 19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cambria Community Services District.

#### 20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

#### 21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

#### 22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit A, attached hereto and previously incorporated herein. In the event of a conflict between Consultant's Proposal and this Agreement, the terms of the Agreement shall prevail.

#### 23. **CONSTRUCTION**

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The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

#### 24. **AMENDMENTS**

Amendments to this Agreement <u>shall be in writing</u> and shall be made only with the mutual written consent of all the parties to this Agreement.

#### 25. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT	Padre Associates, Inc		
By:	Ву:		
Matthew McElhenie			
District General Manager	Its:		
ATTEST:			
Haley Dodson, Confidential Administrative Assistant			
Approved As To Form:			
Timothy J. Carmel, District Counsel			

# EXHIBIT A

# **CONSULTANT'S PROPOSAL**

#### EXHIBIT B

#### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

- 1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.
- 2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
- 3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.
- 4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.
- 5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
- 6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.
- 7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

- 8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- 9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.
- 10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.
- 11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- 12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.
- 13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- 14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

- 15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.
- 16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.
- 17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.
- 18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
- 20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- 21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.
- 22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes

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no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

# ENVIRONMENTAL MONITORING FOR THE EAST RANCH COMMUNITY PARK RESTROOM INSTALLATION PROJECT

#### Prepared for:

Cambria Community Service District PO Box 65 Cambria, California 93428

#### Prepared by:

Padre Associates, Inc. 369 Pacific Street San Luis Obispo, California 93401

OCTOBER 2024





October 2, 2024

Project No. 2402-3871

Cambria Community Service District PO Box 65 Cambria, CA 93428

Attn: James Green

Subject: Environmental Monitoring for the East Ranch Community Park Restroom Installation

**Project** 

Dear Mr. Green:

Padre Associates, Inc. (Padre) is pleased to submit this proposal in response to the Request for Proposals (RFP) for Environmental Monitoring for the East Ranch Community Park Restroom Installation Project (Project) issued by the Cambria Community Service District (CCSD) on September 20, 2024. Padre has assembled a highly qualified team of environmental monitors to support the Project's proposed construction phases. Padre offers the CCSD in-house archaeologists and biologists that frequently collaborate and have professional relationships with local tribal members. Padre will also provide cost-savings by combining the roles and responsibilities of the Environmental Monitor with those of the archaeological monitor.

If awarded the contract, it is Padre's intention to adhere to the provisions described in the RFP and the attached proposal. If you should have any questions regarding Padre's proposal, please contact Rachael J. Letter in our San Luis Obispo office at (805) 245-2650 or Simon Poulter in our Ventura office at (805) 701-1581.

Sincerely,

Padre Associates, Inc.

anchoel J Letter

Rachael J. Letter, M.S., RPA

Senior Archaeologist

Simon Poulter

Principal, Environmental Services Group



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#### 1.0 INTRODUCTION

Padre Associates, Inc. (Padre) is pleased to submit this proposal in response to the Request for Proposals (RFP) for Environmental Monitoring for the East Ranch Community Park Restroom Installation Project (Project) issued by the Cambria Community Service District (CCSD) on September 20, 2024. Padre is a California-certified small business (No. 0025798) multidisciplinary consulting firm with complementary service lines in environmental sciences, geoenvironmental services, and geotechnical/civil engineering. Padre employs 60 professional staff across our San Luis Obispo, Ventura, Bakersfield, and Sacramento offices, with our headquarters in Ventura, California.

**Key Staff.** Our staff have a proven track record of successfully completing projects. Staff members are locally-based and have a history of collaborative relationships with clients and local tribal members.

**Proven Management Approach.** Padre utilizes a proven management approach tailored to the client's needs, ensuring quality and timely response and completion of task requests. Continuous feedback loops are utilized to afford internal training of team members. A single point of contact is maintained with client and staff to ensure continuity and consistency of project communications.



Commitment to our Clients. Meeting our clients' needs regarding quality, cost, and timing, while ensuring environmental and regulatory compliance is paramount. Padre manages projects with an "end-point" driven approach, where project completion and client satisfaction are integral to the solutions we provide clients.

Involvement of Senior Staff. Experienced senior staff members are actively involved in daily project work and are readily available to address project-related issues. These senior staff members generally have at least 15 to 35 years of applied experience in their field of specialty.



**Providing Customized Services.** We have the flexibility to customize our services to match client requirements. Our involvement can range from complete management of a complex, multi-disciplined project to assisting with limited aspects of a client-led project.

Strong Relationships with Governmental and Regulatory Agencies.

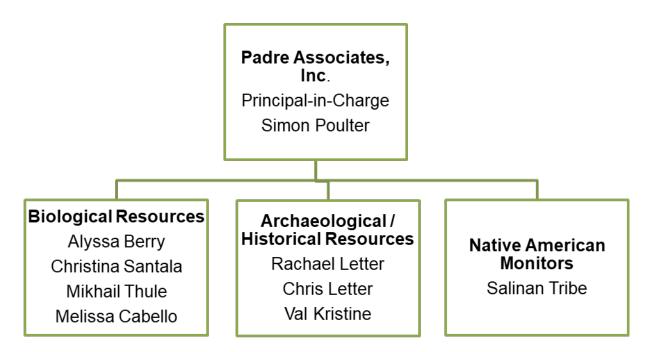
Padre staff has strong, well-developed working relationships with local, regional, State, and Federal regulatory agencies. Our staff's reputation of integrity and knowledge of continually changing regulatory requirements enhances our ability to assist in regulatory negotiations on behalf of our clients.





#### 2.0 QUALIFICATIONS

Padre has a team of four biologists and three archaeologists in our San Luis Obispo office that will be available to support the Project. Each professional has extensive experience conducting construction monitoring and permit compliance. This wealth of experience allows our team members to make informed decisions in the field to keep construction activities going while complying with conditions of approval. Our archaeologists have respectful working relationships with local tribes and routinely subcontract Native American Monitors for a variety of projects.



#### 2.1 KEY PERSONNEL EXPERIENCE

Padre's key personnel for the Project include biologists and archaeologists, who are also cross-trained in environmental compliance and Storm Water Pollution Prevention Plan (SWPPP) inspections. This versatility allows Padre to implement the project with fewer staff, resulting in cost savings to the client. The following section provides an overview of individual Padre key personnel and their areas of expertise related to the services requested in the RFQ. Detailed resumes are included in Appendix A.

#### PROJECT MANAGEMENT - CEQA/PERMITTING

**Mr. Simon Poulter.** Mr. Poulter will serve as the Principal-in-Charge and will also provide quality control functions during the proposed contract. Mr. Poulter is one of the four founding partners of Padre and has been working as an environmental consultant for over 35 years. He was the program manager for resources management services at Fugro West for six years prior to establishing Padre Associates. Mr. Poulter currently manages Padre's Environmental Sciences Group. In this role, he is responsible for supervising day to day operations of the group including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects. Mr. Poulter's experience includes the preparation of numerous environmental

Cambria Community Service District Environmental Monitoring East Ranch Community Park Restroom Installation Project



impact reports (EIA/EIR/EIS), resource assessment studies, and environmental training programs for projects within the western United States, as well as several international projects. Mr. Poulter has extensive experience in San Luis Obispo County including permitting review of the decommissioning of the Diablo Nuclear Generation Station, regulatory support for ongoing restoration at the Guadalupe Dunes Remediation Site and permitting support for the Cayucos Water Treatment Plant. Mr. Poulter has a B.A. in Marine/Aquatic Biology and Physical Geography and an M.R.P. in Environmental Planning.

Mr. Robert Vander Weele. Mr. Vander Weele will be an in-house advisor for the Environmental Monitor for issues regarding noise and air quality compliance. Mr. Vander Weele joined Padre in 2010 and has over 24 years of professional experience as an environmental geologist and environmental consultant. His work experience has been focused on environmental site assessment, remediation, impact assessment, and permitting for private and public-sector clients. Mr. Vander Weele's primary area of environmental impact assessment expertise includes air quality monitoring, air emissions modeling, noise modeling, geologic characterization, and hydrogeological modeling. He is also experienced in the preparation of environmental documentation for NEPA and CEQA. Mr. Vander Weele holds a B.S. degree in Hydrogeology from Western Michigan University, Kalamazoo, Michigan and is a registered professional Geologist in the State of California.

#### **BIOLOGICAL RESOURCES**

**Ms. Alyssa Berry.** Ms. Berry will be responsible for managing the Biological Monitors during Project implementation and provide guidance on permit compliance. Ms. Berry joined Padre Associates in 2010 and has over 18 years of experience assessing biological resources in California. Ms. Berry has considerable experience in San Luis Obispo County managing complex construction monitoring projects and permit compliance. As a Senior Biologist, Ms. Berry is responsible for managing the San Luis Obispo office biological staff, biological surveying and reporting, permit compliance monitoring, agency communications, biological resource studies, permit applications, sensitive species surveys, habitat restoration, mitigation monitoring, and project management.

Ms. Berry has supported infrastructure and transportation projects that required biological monitoring and has overseen environmental compliance monitoring for several projects throughout the Central Coast. She gained valuable experience coordinating the biological monitoring efforts at the recent Marsh Street Bridge Replacement Project, which involved nesting bird pre-construction surveys, nesting deterrent deployment, biological monitoring and pre-activity surveys for sensitive wildlife, and comprehensive permit compliance and reporting. In addition, Ms. Berry specializes in habitat restoration project planning and implementation for wetland, oak woodland, grassland, and coastal dune habitat types. She is proficient in delineating jurisdictional wetlands and waters. Ms. Berry has been approved on project specific Biological Opinions to relocate California red-legged frog and steelhead. She has relocated tidewater goby under the direct supervision of a permitted biologist. Ms. Berry holds a B.A. degree in Earth and Environmental Science from Wesleyan University.

**Ms. Christina Santala.** Ms. Santala will be an alternate Biological Monitor during Project construction and will provide guidance on permit compliance, as needed. Ms. Santala joined Padre in 2007 and has over 25 years of experience in the environmental field. She is currently a

Cambria Community Service District Environmental Monitoring East Ranch Community Park Restroom Installation Project



Project Biologist specializing in botanical resources and ecological restoration for projects located throughout the California central coast. Ms. Santala has assisted and managed various types of projects related to residential and commercial development, bridge replacement and improvement, utility pipeline and facilities decommissioning, and oil field exploration and development. Her project specific field work includes oak tree inventory surveys, rare plant presence/absence surveys, vegetation type identification and mapping, aquatic resource delineation surveys, qualitative and quantitative botanical monitoring, habitat restoration plan development and implementation, native seed collection, pre-activity nesting bird and special-status species surveys, and special-status species presence/absence surveys. Other project related tasks include report writing, literature and database searches, data analysis, project planning, and submittal of environmental permit applications to federal, state, and local agencies including ACOE, CDFW, and RWQCB. Ms. Santala earned a B.S. degree in Biological Sciences from California Polytechnic State University San Luis Obispo, and has attended continuing education classes focused on botany, plant taxonomy, vegetation classification and mapping, soil taxonomy, aquatic resources delineation, and special-status aquatic wildlife.

Mr. Mikhail Thule. Mr. Thule will be one of the primary Biological Monitors for the Project. Mr. Thule joined Padre in 2024 and has over four years of experience in natural resource surveys. Mr. Thule has experience in the coastal dunes and inland areas of the central coast, with a focus on vegetation mapping, rare plants, habitat restoration, and threatened and endangered wildlife surveys. Mr. Thule has conducted protocol rare plant surveys and special-status wildlife surveys for projects within Santa Barbara, San Luis Obispo, and Monterey counties. Mr. Thule is responsible for conducting sensitive plant and animal surveys, nesting bird surveys, biological resources assessments, restoration implementation, and construction monitoring. Mr. Thule has been trained in wetland delineations and has assisted in numerous delineations of both state and federal jurisdictional wetlands. Mr. Thule has been approved on project specific biological opinions to independently relocate California red-legged frog. Mr. Thule has also been authorized by the California Department of Fish and Wildlife as a Designated Biologist for various special-status wildlife species.

**Ms. Melissa Cabello.** Ms. Cabello will be one of the primary Biological Monitors for the Project. Ms. Cabello joined Padre Associates, Inc. in 2023 after earning a B.S. in Environmental Resource Management with a concentration in Forestry. Ms. Cabello is experienced in conducting a variety of biological field surveys, pre-activity surveys, nesting bird surveys, and identifying threatened and endangered species. Ms. Cabello has monitored construction activities to protect biological resources and conducted restoration performance monitoring and rare plant surveys. Ms. Cabello has been trained to safely relocate California red-legged frog under the supervision of a permitted biologist.

#### **CULTURAL RESOURCES**

**Ms.** Rachael Letter. Ms. Letter will be the Senior Archaeologist/Project Manager and will be the primary coordinator for Archaeological and Native American Monitors. Ms. Letter joined Padre in 2014 and has 18 years of experience as an archaeologist and cultural resource management professional, with more than 14 years in the state of California. Ms. Letter serves as a senior archaeologist and project manager for prehistoric and historic archaeological investigations. Ms. Letter's responsibilities include day-to-day project management for all phases of archaeological investigation, background research, Native American consultation, preparing

Cambria Community Service District Environmental Monitoring East Ranch Community Park Restroom Installation Project



technical reports, assisting with the preparation of environmental documents, and coordinating cultural resource monitors. She frequently directs archaeological pedestrian surveys and testing programs in San Luis Obispo, Santa Barbara, Monterey, Kern, Ventura, Fresno, and San Joaquin counties. Recently, Ms. Letter directed extended Phase I testing in support of the Morro Bay Power Plant Battery Energy Storage System Project and coordinated cultural resource monitors for the Buckley Road Extension of the Avila Ranch Development Project in the City. Ms. Letter holds a B.A. degree in Archaeology from the University of Evansville and a M.S. degree in Industrial Archaeology from Michigan Technological University.

**Mr. Chris Letter.** Mr. Letter joined Padre in 2014 and has 19 years of experience as an archaeologist and cultural resource management professional, with more than 14 years in the state of California. Mr. Letter serves as a staff archaeologist for prehistoric and historic archaeological investigations. Mr. Letter's responsibilities include completing all phases of archaeological survey and testing, assisting with archaeological records searches and archival research, artifact processing and cataloging, and archaeological monitoring. He frequently conducts Phase I pedestrian surveys and monitors construction projects in San Luis Obispo, Santa Barbara, Kern, Fresno, and Ventura counties. Recently, Mr. Letter completed extended Phase I testing in support of the Morro Bay Power Plant Battery Energy Storage System Project. Mr. Letter holds a B.A. degree in Anthropology from Northern Arizona University.

**Mr. Varick "Val" Kirstine.** Mr. Kirstine joined Padre in 2016 and has 19 years of field experience as an archaeologist in the Central and Southern Coast regions of California. He serves as staff archaeologist for prehistoric and historic archaeological investigations. Mr. Kirstine's responsibilities include conducting all phases of archaeological survey and testing, site documentation, background research, artifact analysis and processing, archaeological monitoring, and report and site record preparation. He frequently conducts Phase I pedestrian surveys and monitors construction projects in San Luis Obispo, Santa Barbara, Kern, Fresno, and Ventura counties. Mr. Kirstine has also completed extended Phase I and Phase II excavations at multiple Early American, Rancho and Mission period sites – including Mission Nuestra Senora de la Soledad, Mission San Buenaventura, and Mission San Miguel.

#### 2.2 FIRM EXPERIENCE

Padre utilizes a multidisciplinary approach to provide a full spectrum of environmental and permitting services for local and regional projects. Our staff works with project designers and regulatory agencies to provide practical, environmentally sensitive solutions to facilitate project implementation. Padre has worked on commercial, industrial, residential, infrastructure and planning programs and projects ranging from routine assessments to complex controversial and regionally significant projects. The following is a general description of our services. Padre's representative project experience can be found in Appendix B.

#### 2.2.1 Biological Services

Padre offers a highly qualified team of local biologists with extensive experience in conducting pre-activity surveys for special-status species, environmental awareness training of construction crews, and mitigation monitoring and reporting during construction operations. In addition, Padre can assist clients in the permitting process during project planning stages, and provide guidance and biological services pursuant to CEQA, as well as jurisdictional wetland



determinations and delineations in accordance with ACOE guidelines. A summary of the biological services that Padre can provide to the CCSD includes:

- Biological Resource Assessments
- Federal Biological Assessments
- · Botanical resources inventories and mapping;
- Construction monitoring;
- Restoration plan development, design, and implementation;
- Restoration of wetland, riparian, and upland habitats;
- Special-status wildlife and botanical presence/absence surveys;
- · Nesting bird surveys; and
- Water quality monitoring.

Padre biologists have been authorized on previous projects to handle and relocate sensitive wildlife species, including California red-legged frog, steelhead, tidewater goby, and western pond turtle, and are trained in identification of other sensitive wildlife including, but not limited to, nesting birds, western spadefoot, American badger, and burrowing owl.



#### 2.2.2 Archaeological Services

Padre's archaeological staff offers a full spectrum of archaeological services and is familiar with the City's Archaeological Resource Preservation Program Guidelines. Our senior archaeologist meets the U.S. Secretary of the Interior's Professional Qualifications Standards for archaeology and is a Registered Professional Archaeologist. Padre's management and technical



teams work together to design and implement subsurface excavations that maximize the recovery of field data and provide a conclusive determination of significance and CRHR/NRHP eligibility. If an important archaeological resource will be significantly impacted by a project, Padre offers a full range of data recovery services including professional project design, intensive-level research, exacting field techniques and technical reports and documents. Additionally, Padre has a laboratory facility in San Luis Obispo for artifact analysis and works with local curation facilities to conserve the artifacts recovered as a part of our field investigations.

Padre's senior archaeologist and seasoned archaeological staff have successfully coordinated archaeological and Native American monitors for a variety of high-profile monitoring projects such as the Guadalupe Restoration Project, the Morro Bay Power Plant Marine Terminal Decommissioning Project, and the Carpinteria Oil and Gas Plant Decommissioning Project. All three projects required daily communication with project monitors as well as direct communication with Native American tribal representatives. With over 15 years of monitoring experience, Padre's staff archaeologists can make critical decisions in the field to prevent unnecessary delays and reduce cost.

Padre's archaeological staff also provide cultural awareness training for construction personnel and develop archaeological monitoring protocols to simplify emergency discovery procedures. Padre also has in-house capabilities to design brochures, displays, and programs to meet project needs for public involvement and education.

#### 2.2.3 Noise Studies

Padre has extensive experience with noise studies for environmental planning documents for a wide range of residential, commercial, industrial, and military projects. Our staff is trained to utilize the latest in noise monitoring equipment to conduct noise monitoring for use in data collection and noise level compliance. Our staff professionals have experience with many noise prediction models, such as:

- Federal Aviation Administration Aviation Environmental Design Tool (AEDT);
- Federal Highway Administration's Traffic Noise Model 2.5 (TNM 2.5); and
- Small Arms Range Noise Assessment Model (SARNAM).

#### 2.2.4 Air Quality Studies

Padre has extensive experience with air quality modeling for environmental planning documents for a wide range of residential, commercial, industrial, and military projects. Our staff professionals have developed several in-house modeling spreadsheets and have experience with many air quality model programs, such as:

- California Emissions Estimator Model (CalEEMod);
- California Air Resources Board's Emission Factors (EMFAC) Model; and
- Federal Aviation Administration's Aviation Environmental Design Tool (AEDT).

Additionally, our staff is trained to utilize numerous types of air quality monitoring equipment to conduct short—or long-term air quality monitoring for data collection and compliance reporting.



#### 2.3 WORK PROGRAM

During project execution, the Project Manager assigned to the project is tasked with monitoring and controlling the budget, schedule, conformance to project requirements, and assembling a permanent record (file) of the project. There are several tools available to the Project Manager to assist in these tasks, including the accounting system.

Padre utilizes Deltek AJERA which is an integrated project management and accounting system that ensures accurate and up-to-date accounting for seamless communication and accessible reporting. The following is a partial list of AJERA features that Padre utilizes daily:

- Project Command Center: single interface for project setup, budgeting, and reporting;
- Customizable project views by user;
- Project reporting: real-time, work in progress, billed, budgeted, and spent (dollars and hours);
- Project budgeting: top-down, bottom-up, or by distribution;
- Timesheets and expense reports: integrated, electronic approval workflow
- Invoicing: backup detail, adjustments, invoicing groups, rate tables, and
- Billing review: paperless for the internal billing process.

#### 2.4 REFERENCES

The following people are familiar with Padre's capabilities:

City of San Luis Obispo City Administration Mr. Freddy Otte (805) 781-7511



County of San Luis Obispo Public Works Mr. Dan Van Beveren (805) 781-5252

Caltrans District 5 Central Coast Biology Branch Amy Millan (805) 441-4160





#### 3.0 SCOPE OF SERVICES

Padre's qualified biologists and archaeologists, along with subcontracted Native American tribal representatives, will complete all tasks as specified in the RFQ. All services will be conducted in compliance with the Project's Conditions of Approval (COA) and Environmental Monitoring Plan. Padre understands that Phase I construction activities will be scheduled between November 20, 2024 and December 19, 2024, requiring pre-construction surveys, environmental awareness training, environmental monitoring, and compliance reporting. Phase II construction activities will occur between January 2, 2025 and January 31, 2025 and involve installation of the restroom structure, pouring sidewalks, and project closeout.

#### Task 1. Project Management and Environmental Monitoring

Padre's Project Managers, Rachael Letter, and Senior Biologist, Alyssa Berry will attend a kick-off meeting to discuss the project schedule and environmental monitoring schedule. Ms. Letter will provide senior oversight for the Environmental Monitor and manage communications between the construction contractor, CCSD, and the in-field construction monitors. The role of the Environmental Monitor will be executed by the staff archaeologist in conjunction with cultural monitoring. Environmental Monitor responsibilities that extend beyond the scope of the construction monitoring task will be executed by the Project Manager.

#### Task 2. Biological Pre-construction Surveys and Reporting

Padre will provide qualified biologists to perform the required pre-activity surveys. Preactivity surveys will be combined to the greatest extent feasible to reduce costs and increase efficiency while complying with COA BIO-14, BIO-16, and BIO-26. The Padre biologist, who has also been trained in SWPPP as a Qualified Stormwater Practitioner (QSP), shall confirm compliance with COA BIO-3 to ensure that drainages and aquatic resources are protected.

Padre plans to conduct the environmental awareness training on the first scheduled day of construction activities and will provide follow-up training to new personnel as they arrive at the Project. Padre will document attendance at the training for compliance reporting per COA BIO-17.

If tree trimming is required for the installation of the building structure, Padre recommends that this activity be conducted during the Phase I construction activities to avoid unnecessary conflicts with the nesting bird season. However, if this is not feasible, a Padre biologist will conduct a nesting bird survey within one week of vegetation removal activities, per COA BIO-25.

#### Task 3. Cultural Monitoring and Reporting

Padre will provide one Staff Archaeologist and one Native American representative to monitor all ground disturbing activities, per the approved monitoring plan. The monitoring will initially be full-time, and the monitors will be present whenever any earth-moving activity is undertaken in soils not previously disturbed by the Project. The monitors will observe soils and trench walls exposed during construction to determine if any potentially significant artifacts, features, or deposits are exposed. The monitors will have the authority to halt construction to investigate any potentially significant artifacts, features, or deposits unearthed during excavation. The monitors will complete a daily monitoring log to record project activities, events, observations,



and other important communications. A daily log will be completed for each monitoring day and submitted to the CCSD weekly. The monitors will also take digital color photographs to track Project progress and document compliance with the various permit terms and conditions of Project approval.

In the event any significant archaeological resources or human remains are unearthed or discovered, construction activities within the immediate vicinity (precise area to be determined by the archaeologist in the field) shall cease and Ms. Letter will be contacted immediately. Padre will then contact the CCSD (or its designee), the County Environmental Coordinator, and the County Planning Department to develop a plan to evaluate and, if necessary, mitigate the resource. The discovery of significant archaeological resources, including human remains, would require additional coordination and planning that has not been included in this proposal and would require a change order and budget augment.

Padre assumes the monitors will be provided with an updated construction schedule, at least one week in advance, throughout the duration of the Project. Padre's scope and budget assumes cultural monitoring for a total of 7 working days, for 10 hours per day. If additional cultural monitoring is required, Padre is available to provide cultural monitoring services at an hourly rate.

#### **COST ESTIMATE**

Padre will complete the proposed scope of services as time and materials. Padre has estimated the cost based on information provided in the RFP. Padre will not exceed the total estimated cost without prior written approval. This proposal is valid for 120 days following the date of this letter.

Several assumptions have been made in developing this proposal and cost estimate and, if not valid, will constitute a change in the scope of services requiring an adjustment in Project cost. Padre will notify the CCSD of any such changes in writing. Assumptions and limitations to our scope of services are provided below:

- The CCSD will provide copies of agency permits and compliance documents prepared for the Project for Padre's review;
- The CCSD will provide a set of approved construction plans of the Project for Padre's use;
- The scope includes two pre-construction biological surveys, one for each phase of construction;
- Padre has assumed that biological monitoring is not required for construction activities;
- Padre assumes that the construction contractor will be responsible for providing labor and materials for implementation of conditions of approval such as protective fencing and erosion control Best Management Practices (BMPs) installation;
- The scope includes 7 days of cultural resource monitoring at a time and materials rate that includes 10 hours per day, and



 This proposal does not include specialized services, such as osteological analysis, attending meetings to discuss significant finds or human remains, archaeological surveys if the Project limits are extended beyond the present survey limits, archaeological subsurface testing, data recovery excavation, or artifact processing or curation. In the event these services are needed, additional costs will be subject to a budget augment.

**Table 1. Cost Estimate** 

Personnel/Item	Rate	Hours /Units	Cost					
Task 1. Project Management and Environmental Monitoring								
Principal Professional II	\$220	1	\$220					
Senior Professional II	\$170	4	\$680.00					
Senior Professional	\$160	32	\$5,120.00					
Staff Professional II	\$115	16	\$1,840.00					
Vehicle	\$90	11	\$990.00					
		Subtotal	\$8,850.00					
Task 2. Biological Pre-construction Surveys and Reporting								
Senior Biologist II	\$170	4	\$680.00					
Project Biologist	\$125	28	\$3,500.00					
Vehicle	\$90	2	\$180.00					
	1	Subtotal	\$4,360.00					
Task 3. Cultural Resource Monit	toring and Re	eporting						
Senior Archaeologist	\$160	0.25	\$40.00					
Staff Archaeologist	\$100	10	\$1,000					
Native American Monitor	\$115	10	\$1,150					
Vehicle	\$90	1	\$90					
		Day Rate	\$2,280.00					
Cultural Monitoring Day Rate	\$2,280.00	7	\$15,960.00					
Senior Archaeologist	\$160	4	\$640					
Project Archaeologist	\$125	6	\$750					
Senior GIS Specialist	\$115	1	\$115					
		Subtotal	\$17,465					
		Total	\$39,525					

# **APPENDIX A**

## **STAFF RESUMES**



### Simon A. Poulter

Principal, Environmental Sciences Group

**EDUCATION:** M.R.P. Environmental Planning, University of Pennsylvania, 1985

B.A. Marine/Aquatic Biology and Physical Geography, Wittenberg University, 1980

**EXPERIENCE:** 

Mr. Poulter has over 30 years of experience as a project manager and environmental scientist responsible for the preparation of physical, biological, and cultural resource assessments for inland, coastal, and outer continental shelf projects. Mr. Poulter is a founding Principal of Padre Associates, Inc. and currently manages the firm's Environmental Sciences group. In this role, he is responsible for supervising day to day operations of the group, including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects.

Mr. Poulter has extensive experience with the development of permitting strategies, permit acquisition and permit condition compliance for coastal development and decommissioning projects. He manages the larger coastal permitting projects conducted by Padre and oversees all such projects.

Mr. Poulter also directs the preparation of environmental assessment documentation mandated under both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA).

Representative projects Mr. Poulter has actively supervised and participated in include:

**Diablo Canyon Nuclear Power Plant Decommissioning - Permitting Project Management Plan, Avila Beach.** Mr. Poulter served as Padre's Principal-in-Charge for assisting PG&E with the preparation of a Permitting Project Management Plan for the decommissioning of the Diablo Canyon Power Plant. The Permitting Project Management Plan included preparation of a Benchmarking Study, Permitting Conceptual Phasing Report, and a Permitting Strategy Report. Padre also assisted PG&E with the preparation of a comprehensive permitting project schedule and a detailed permitting cost estimate that covered the complete decommissioning of the existing power plant and possible re-use of key site facilities.

High Energy 3D Offshore Seismic Survey, and Ocean Bottom Seismometer Project, San Luis Obispo County, California. Mr. Poulter was the project Principal-in-Charge for Environmental Permitting Services for a proposed High Energy 3D Offshore Survey to be conducted offshore of the PG&E Diablo Nuclear Power Generation Station. Project application packages included a Project Description, Biological Assessment, Essential Fish Habitat Assessment, Marine Wildlife Contingency Plan, Section 404 Dredge and Fill Permit, Air Quality Calculation, and Incidental Harassment Authorization. The application packages were sent to jurisdictional agencies including the CSLC, CCC, National Oceanic Atmospheric Administration, National Marine Fisheries Service (NMFS), United States Fish and Wildlife Service (USFWS) and USACOE. Documents prepared by Padre were used by the CSLC in their preparation of an EIR as well as an Incidental



Take Authorization from the NMFS and USFWS. Dates of Service: January 2010 to October 2013.

Encina Marine Oil Terminal Decommissioning Planning, Carlsbad, California. Padre has been providing various forms of project assistance for the proposed decommissioning project. Mr. Poulter is the Principal-in-Charge of Padre's efforts on behalf of the client, Cabrillo Power I LLC. Padre tasks to date have included: preparation of a Project Execution Plan (including numerous supporting plans such as a Marine Wildlife Contingency Plan and Oil Spill Response Plan); coordination with the California State Lands Commission (CSLC) regarding the client's State tidelands lease; assisting the CSLC with the preparation of CEQA compliance documentation for the project; preparation of permit applications (Coastal Development Permit from the California Coastal Commission [CCC], Section 404 Permit from the United States Army Corps of Engineers [USACOE], Section 401 Certification from the Regional Water Quality Control Board [RWQCB] and Right-of-Entry Permit from the California Department of Parks and Recreation); review of contractor bid documentation; and development of mitigation and permit condition tracking documents. Dates of Service: February 2014 to Present.

ExxonMobil Santa Ynez Unit Offshore Power System Reliability - B (OPSR-B) Phase 2 Project, Santa Barbara County and Offshore, California. Padre prepared a Mitigated Negative Declaration on behalf of the CSLC for the project. The project includes the installation and operation of replacement cables and electrical systems from the Las Flores Canyon Processing Facility in Santa Barbara County to Outer Continental Shelf Platforms Harmony and Heritage, and the retrieval of existing out-of-service cables form selected locations within the project area. The CSLC amended the existing State Lease PRC 7163.1, a General Lease - Right-of-Way Use, to allow for project implementation. Dates of Service: April 2013 to October 2016.

Chevron 4H Platform Decommissioning Project - Shell Mounds Disposition, Offshore California. Mr. Poulter has assisted Chevron with the submission of various project application information intended to enable the State Lands Commission and associated responsible agencies to comparatively evaluate the final disposition of the remaining 4H Platform Shell Mounds disposition. These efforts have included extensive biological and geophysical assessment of the remaining mounds as well as a review of a wide range of potential alternatives for both the removal and retention of the mounds. Dates of Service: 1998 to Present.

# PROFESSIONAL AFFILIATIONS:

City of Carpinteria, Former Chairman Planning Commission

Former Chairmen, City of Carpinteria General Plan and Local Coastal Plan Update Committee

National Association of Environmental Professionals - Former Board Member



## Robert Vander Weele P.G.

Project Manager

**EDUCATION:** 

B.S. Hydrogeology, 1998, Western Michigan University, Kalamazoo, Michigan

QUALIFICATIONS:

State of California Registered Professional Geologist No. 8241.

Qualified Storm Water Pollution Prevention Plan Developer and Practitioner

(QSD/QSP) Certificate No. G08241

**EXPERIENCE:** 

Mr. Vander Weele joined Padre Associates, Inc. in 2010 and has over 25 years of professional experience as an environmental geologist and environmental consultant. His work experience has been focused on environmental site assessment, remediation, environmental impact assessment and permitting for private and public-sector clients. Mr. Vander Weele's primary area of environmental impact assessment expertise includes air quality monitoring, air emissions modeling, noise modeling, geologic characterization, and hydrogeological modeling. He is also experienced in the preparation of environmental documentation under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

Mr. Vander Weele's responsibilities have also included field management of large- scale remediation and site assessment projects, preparation of remedial action plans, technical work plans, assessment reports and closure reports, evaluation of analytical laboratory data, data analysis, risk assessments and coordination with regulatory personnel. Mr. Vander Weele has experience supervising and directing activities that have included soil/bedrock drilling and logging, soil/bedrock sample collection and classification, monitoring and remediation well installation, contaminated soil excavations, removal and in-place closure of underground storage tanks, hydraulic lifts, and oil-water separators. Mr. Vander Weele has performed SWPPP compliance monitoring and reporting activities for large remediation and industrial projects. He has prepared geologic maps/geologic crosssections portraying contaminant distribution, collected soil vapor, soil, and groundwater samples, prepared soil boring logs, designed and overseen the installation of groundwater monitoring, vapor extraction, and air sparge/ozone wells, conducted groundwater pump, soil vapor extraction, and air/ozone sparge pilot tests.

Representative projects Mr. Vander Weele has completed include:

Noise Impact Analysis Update, Los Osos Valley Road / US 101 Interchange Improvements Project, San Luis Obispo, California. Mr. Vander Weele conducted a noise impact analysis update for the City of San Luis Obispo, which consisted of a noise survey, noise modeling and the production of the final report documenting the results.

Oil and Gas IS/MNDs, California. Mr. Vander Weele has conducted criteria pollutant emissions modeling, greenhouse gas (GHG) emissions modeling and noise modeling for numerous Initial Study/Mitigated Negative Declaration



(IS/MND) related to proposed Oil and Gas decommissioning and expansion projects.

**Dynegy Morro Bay Power Plant Marine Terminal Decommissioning Project, Morro Bay, California.** Mr. Vander Weele conducted the air emissions modeling and prepared the air quality and GHG sections of the IS/MND for the decommissioning project. Mr Vander Weele also conducted a noise survey and prepared the noise section of the IS/MND. During project implementation, Mr Vander Weele provided professional geologic oversight of the onshore pipeline removal activities.

Chevron San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo, California. Mr. Vander Weele conducted criteria pollutant emissions modeling for the Construction Activity Management Plan (CAMP) for the San Luis Obispo Tank Farm Restoration Project.

Construction Activity Management Plan (CAMP), California. Mr. Vander Weele has prepared numerous CAMPs for construction projects throughout San Luis Obispo County.

Chevron Lost Hills Solar Project, Lost Hills, California. Mr. Vander Weele conducted air emissions modeling for the IS/MND for the proposed Chevron Lost Hills Solar Project.

Chevron Lost Hills Oil Field Air Monitoring Project, Lost Hills, California. Mr. Vander Weele conducted and managed air emissions monitoring activities during oil well stimulation treatments at the Chevron Lost Hills Oilfield. He also prepared a final report for submittal to the California Air Resources Control Board (CARB) discussing the air monitoring program, analytical results, data interpretation, conclusions, and recommendations.

**Cantil Solar Project, California City, California.** Mr. Vander Weele prepared an Air Quality Impact Assessment for the proposed Cantil Solar Project.

Bureau of Land Management (BLM) San Joaquin Valley Oil and Gas Ambient Air Monitoring Project, Kern County, California. Mr. Vander Weele setup and maintained the BLM's Environmental Beta-Attenuation Mass Monitors (E-BAM) in the southern portion of the San Joaquin Valley. He further provided the BLM with data management of the air quality data obtained from the E-BAM units.

Phase I and Phase II Environmental Site Assessments (ESA) / California, Connecticut, Massachusetts, Michigan, New Jersey, North Carolina, and Washington State. Conducted numerous Phase I and Phase II ESAs at residential, commercial, and industrial facilities.

**EXPERIENCE:** 



## Rachael J. Letter, RPA

Senior Archaeologist/Project Manager

**EDUCATION:** M.S. Industrial Archaeology, Michigan Technological University, 2005

B.A. Archaeology, University of Evansville, 2003

**REGISTRATIONS:** Registered Professional Archaeologist (ID# 989275)

Ms. Letter has 18 years of experience as an archaeologist and cultural resource management professional, with more than 14 years in the state of California. She joined Padre Associates, Inc. (Padre) in 2014 and serves as senior archaeologist and project manager for prehistoric and historic archaeological investigations. Ms. Letter's responsibilities include day-to-day project management for all phases of archaeological survey and testing, completing archaeological records searches and archival research, Native American consultation and coordination, and preparing technical reports and site records. She currently manages Padre's Archaeological Group and coordinates archaeological and Native American monitors for ongoing remediation projects.

Ms. Letter has directed and conducted archaeological projects in San Luis Obispo, Santa Barbara, Ventura, Monterey, Kern, Los Angeles, Inyo, Fresno, and San Joaquin counties. Representative archaeological projects she has managed include:

Mid-Higuera Bypass Project, City of San Luis Obispo. Ms. Letter is currently Senior Archaeologist for this Project, which requires excavation along San Luis Creek to offset downtown flooding during future rain events. As specified in the Project environmental documents, she has prepared a cultural resource monitoring and testing plan that has been reviewed and approved by City and County officials. Recently, Ms. Letter directed exploratory backhoe trenching within a location close to San Luis Creek that has been identified as potentially sensitive for buried historicaged deposits. Upon completion of testing, Ms. Letter will summarize the results in a technical report.

Nipomo Sheriff Substation Project #320215, Nipomo. Ms. Letter is currently Senior Archaeologist for this Project, which includes the survey of a County-owned vacant parcel in Nipomo. A records search completed at the Central Coast Information Center identified one historic-aged railway site within the southwest corner of the Project site. Ms. Letter directed the Phase I pedestrian survey that relocated the resource and determined that the resource conditions had changed since its initial documentation. She then reported the records search and survey results in a technical report to the County, which recommended monitoring during construction.

Hacienda Pipeline Replacement Project, Cayucos. Ms. Letter is currently Senior Archaeologist for this Project that required the replacement of a main waterline along Hacienda Drive in the community of Cayucos. A records search identified a prehistoric-aged resource directly adjacent to the proposed Project alignment;



however, no resources were observed during the pedestrian survey. Ms. Letter reported these results in a letter report to the County and recommended archaeological monitoring within a prescribed buffer. Ms. Letter managed the archaeological monitors during pipeline installation and coordinated with a local osteologist when possible human remains were encountered. A final monitoring summary report is in preparation.

Avila Ranch Development Project, City of San Luis Obispo. Ms. Letter is currently Senior Archaeologist and coordinates archaeological and tribal monitors in support of the Avila Ranch Development Project in the southern part of the City of San Luis Obispo. In compliance with the mitigation measures included in the Project Environmental Impact Report, one Padre archaeologist and one member of the local Chumash tribe monitor all Project-related ground disturbance for the presence of significant cultural materials and features. Prior to ground disturbance, the Padre archaeologist provides cultural resource awareness training for all construction personnel. Once all ground disturbance is complete, Ms. Letter will prepare a cultural resource completion report summarizing all encountered finds. Cultural concerns associated with this project have required frequent communication with the yak tit'u tit'u Northern Chumash tribe.

Avila Emergency Interconnect Repair Project, Avila Beach. At the request of the County of San Luis Obispo Public Work Department, Ms. Letter is currently Senior Archaeologist in support of the replacement of the emergency interconnect pipeline between the Lopez Water Distribution System and the San Miguelito Mutual Water Company. Because the Project site is within a significant prehistoricaged resource, Ms. Letter has prepared a cultural resources monitoring plan to be followed in the event intact cultural resources are encountered during ground disturbance. Once construction begins, Ms. Letter will coordinate archaeological and tribal monitors, and prepare a summary report once construction is complete.

Santa Rosa Creek Road Repair and Alignment, Cambria. Ms. Letter acted as Senior Archaeologist for this Project, which includes repairs and a realignment of a portion of Santa Rosa Creek Road that was washed-out during the 2016 rainy season. A records search completed at the Central Coast Information Center identified one prehistoric habitation site within the southwest corner of the Project site. Ms. Letter directed the Phase I pedestrian survey, which relocated the prehistoric habitation site and significantly expanded the site's boundaries to the north and east. She then reported the records search and survey results in a technical report to the County and recommended Phase II subsurface testing and evaluation within the portions of the Project that will impact the archaeological site.

Railroad Safety Trail – Taft to Pepper, City of San Luis Obispo. On behalf of the City of San Luis Obispo Public Work Department, Ms. Letter acted as Senior Archaeologist for the extension of the Railroad Safety Trail from its current terminus at Taft Street to Pepper Street in the City of San Luis Obispo. Ms. Letter consulted with the Caltrans District 5 archaeologist to define the Project APE and conducted the Phase I pedestrian survey. She also reviewed the records search results and consulted with local Native American tribes about the Project. Once completed, she reported all findings in the ASR and HPSR and assisted the City with AB 52 consultation.



## Varick "Val" Kirstine

Staff Archaeologist

#### **EDUCATION:**

Moorpark College, Cuesta College, Enrolling at Oregon State University, Winter 2025

Mr. Kirstine has 19 years of field experience as an archaeologist in the Central and Southern Coast regions of California. At Padre, Mr. Kirstine works from the San Luis Obispo office as a staff archaeologist for prehistoric and historic archaeological investigations. His responsibilities include conducting all phases of archaeological survey and testing, site documentation, background research, artifact analysis and processing, archaeological monitoring, and report and site record preparation. He frequently conducts Phase I pedestrian surveys and monitors construction projects in San Luis Obispo, Santa Barbara, Kern, Fresno, and Ventura counties. Recently, Mr. Kirstine served as lead archaeological monitor for the Avila Ranch Development Project, Morro Bay Power Plant Marine Terminal Decommissioning Project and the Guadalupe Restoration Project in San Luis Obispo County.

#### **EXPERIENCE:**

Price Canyon Slope Repair Project, City of San Luis Obispo. Mr. Kirstine acted as Staff Archaeologist and lead archaeological monitor for this Project, which repaired slopes along a section of Price Canyon Road that was damaged by storms in 2017. He provided cultural resource awareness training for construction personnel, and monitored all ground disturbance. As lead archaeological monitor, Mr. Kirstine also managed the day-to-day schedule for the Project and completed daily monitoring logs. Increased cultural concerns associated with this Project have required frequent communication with the yak tityu tityu yak tithini Northern Chumash Tribe.

Hacienda Pipeline Replacement Project, Cayucos. Mr. Kirstine recently served as archaeological monitor for this Project that required the replacement of a main waterline along Hacienda Drive in the community of Cayucos. A records search identified a prehistoric-aged resource directly adjacent to the proposed Project alignment; however, no resources were observed during the pedestrian survey. Mr. Kirstine monitored all ground-disturbing activities during pipeline installation and coordinated with a local osteologist when possible human remains were encountered. Mr. Kirstine is currently assisting with the preparation of a final monitoring summary report.

Avila Ranch Development Project, City of San Luis Obispo. Mr. Kirstine currently serves as lead archaeological monitor for the Avila Ranch Development Project in the southern part of the City of San Luis Obispo. In compliance with the mitigation measures included in the Project Environmental Impact Report, one Padre archaeologist and one member of the local Chumash tribe monitor all Project-related ground disturbance for the presence of significant cultural materials and features. Prior to ground disturbance, Mr. Kirstine provides cultural resource awareness training for all construction personnel. Once all ground disturbance is complete, Mr. Kirstine will assist with the preparation of a cultural resource completion report summarizing all encountered finds. Cultural concerns associated



with this project have required ongoing coordination with the *yak tit<sup>y</sup>u tit<sup>y</sup>u* Northern Chumash tribe.

Santa Rosa Creek Road Repair and Alignment, Cambria. Ms. Kirstine completed a Phase I Archaeological Survey for this Project, which included repairs and a realignment of a portion of Santa Rosa Creek Road that was washed-out during the 2016 rainy season. A records search completed at the Central Coast Information Center identified one prehistoric habitation site within the southwest corner of the Project site. Mr. Kirstine conducted the Phase I pedestrian survey, which relocated the prehistoric habitation site and significantly expanded the site's boundaries to the north and east. He later assisted with the preparation of a technical report summarizing the survey results and completed a Department of Parks and Recreation archaeological site record update.

Morro Bay Power Plant Marine Terminal Decommissioning Project, San Luis Obispo County. For this Project, Mr. Kirstine acted as Staff Archaeologist and as lead archaeological monitor. He provided cultural resource awareness training for construction personnel and monitored ground disturbing activities. As lead archaeological monitor, he managed the day-to-day schedule for the Project, which involved coordination with the yak tityu tityu yak tithini Northern Chumash Tribe, the Northern Chumash Tribal Council, and the Xolon Salinan Tribe. Mr. Kirstine recorded several prehistoric isolates and updated records for one previously recorded prehistoric habitation site. Upon completion of field work, Mr. Kirstine coauthored a technical report summarizing the results of the monitoring.

Nipomo Lighting District Improvements Project. On the request of the San Luis Obispo County Public Works Department, Mr. Kirstine completed the Phase I survey of seven LED installation locations throughout Nipomo. The records search revealed that one Project location was situated within a disturbed prehistoric site and another Project location was located approximately 165 feet southeast of a prehistoric site. Because the survey was negative for cultural resources. and no ground disturbance was planned for either of these locations, the Project was recommended to proceed as planned. Mr. Kirstine later coauthored a technical report summarizing the records search and pedestrian survey results.

Guadalupe Restoration Project, San Luis Obispo County. Mr. Kirstine acted as Staff Archaeologist and lead archaeological monitor for an oil field remediation in southern San Luis Obispo County. He provided cultural resource awareness training for construction personnel, conducted Phase I pedestrian surveys and status checks of known sites, site documentation, and long-term construction monitoring. As lead archaeological monitor, Mr. Kirstine also managed the day-to-day schedule for the Project, completed daily monitoring logs, and monthly progress reports. Increased cultural concerns associated with this Project have required frequent communication with the yak tityu tityu yak tithini Northern Chumash Tribe.



## Christopher J. Letter, B.A.

Staff Archaeologist

**EDUCATION:** 

B.A. Anthropology with a Minor in Geography, Northern Arizona University, 1994

**EXPERIENCE:** 

Mr. Letter has over 19 years of experience as an archaeologist and cultural resource management professional, with more than 14 years in the state of California. At Padre Associates, Inc. (Padre), He serves as a staff archaeologist for prehistoric and historic archaeological investigations. His responsibilities include completing all phases of archaeological survey and testing, site mapping and documentation, assisting with archaeological records searches and archival research, artifact processing, lithic analysis and cataloging, Native American coordination, archaeological monitoring, and the preparation of technical reports. He frequently conducts Phase I pedestrian surveys and monitors construction projects in Kern, San Luis Obispo, Santa Barbara, Fresno, and Ventura counties.

**Mid-Higuera Bypass Project, City of San Luis Obispo.** Mr. Letter acted as Project Archaeologist for this Project, which required excavation along San Luis Creek to offset downtown flooding during future rain events. He has completed background research and has directed exploratory backhoe trenching within a location close to San Luis Creek that had been identified as potentially sensitive for buried historic-aged deposits. Upon completion of testing, Mr. Letter assisted with preparation of the technical report.

**Nipomo Sheriff Substation Project #320215, Nipomo.** Mr. Letter, acting as Field Director, has completed Phase I Archaeological study for this Project, which includes the survey of a County-owned vacant parcel in Nipomo. A records search completed at the Central Coast Information Center identified one historic-aged railway site within the southwest corner of the Project site. He conducted the Phase I pedestrian survey that relocated the resource and determined that the resource conditions had changed since its initial documentation. He also assisted with the preparation of the technical report, which recommended monitoring during construction.

Hacienda Pipeline Replacement Project, Cayucos. Mr. Letter, acting as Field Director, has completed Phase I Archaeological study for a Project that required the replacement of a main waterline along Hacienda Drive in the community of Cayucos. A records search identified a prehistoric-aged resource directly adjacent to the proposed Project alignment; however, no resources were observed during the pedestrian survey. He also monitored ground disturbing activities during pipeline installation. Mr. Letter also assisted with the preparation of the technical report

Avila Ranch Development Project, City of San Luis Obispo. Mr. Letter acted as Field Director in support of the of the Avila Ranch Development Project in the southern part of the City of San Luis Obispo. Because the Project took place in a culturally sensitive area, coordination with a Native American monitor was necessary. He monitored ground disturbing activities related to construction. Prior



to ground disturbance, He provided cultural resource awareness training for all construction personnel.

Phase I Archaeological Study, Spanish Vineyards Development Project, Arroyo Grande, San Luis Obispo County. Mr. Letter, acting as Field Director, has completed Phase I Archaeological study for a new residential construction project in Arroyo Grande. He has conducted a pre-construction intensive pedestrian survey at a private residence in Arroyo Grande. Because the records search and Phase I survey did identify cultural resources within the Project Area, recommendations were made to minimize project impacts. Mr. Letter also assisted with the preparation of the technical report.

Extended Phase I Testing, Morro Bay Power Plant Battery Energy Storage System Project, San Luis Obispo County. Mr. Letter acted as Field Director and managed a Geoprobe testing rig in support of the construction of structures to house battery storage equipment. The purpose of testing was to establish the extent of cultural deposits present within the Project site. Because the Project took place within a culturally sensitive area, coordination with a Native American monitor was necessary. The subsurface testing consisted of visual inspection of the soil cores for cultural materials as well as the collection of soil samples for chemical signature testing. Mr. Letter also assisted with the preparation of the technical report.

Phase II Testing: Beachwalk Inn Hotel Project, 150 Hinds Avenue and 147 Stimson Avenue, Pismo Beach, San Luis Obispo County. At the request of Nexus Development Corporation, Padre and Cultural Resources Services (Rebecca Anastasio) conducted Phase II testing for a proposed hotel development located at 150 Hinds Avenue and 147 Stimson Avenue in the City of Pismo Beach. The Project site was once the location of several historic structures from the early 20th century. In accordance with CEQA mandates and planning directives from the city of Pismo Beach, Padre archaeologists directed the excavation of a series of backhoe trenches to determine the presence or absence of subsurface archaeological deposits within the APE. Although historic materials were found during the Phase II testing, they were not significant and the Project was recommended to proceed as planned, provided that an archaeological monitor would supervise all future ground-disturbing activity. Acting as a Project Archaeologist Mr. Letter directed backhoe trenching and additional responsibilities include recording features and artifact processing.

Harbor Terrace Campground Development Project, Avila Beach, San Luis Obispo County. Mr. Letter, acting as a Staff Archaeologist monitored ground disturbing activities in support of the development of a commercial property in Avila Beach. Mr. Letter also assisted with the Phase III Data Recovery of a portion of a prehistoric site within the same parcel. Because the Project took place within a culturally sensitive area, coordination with a Native American monitor was necessary. Mr. Letter excavated test units and assisted with artifact processing as well as assisting with the preparation of the technical report.





## Alyssa Berry

Senior Biologist / Project Manager

**EDUCATION:** 

.A. Earth and Environmental Science, Wesleyan University, May 2004

Santa Barbara City College, Coursework in zoology and ornithology, Spring

2006

University of Pennsylvania, Geology Field Course, Red Lodge, Montana.

June 2003

School of International Training, Comparative Ecology, Ecuador. Spring 2003

**EXPERIENCE:** 

Ms. Berry joined Padre in 2010 and has over 18 years of experience in natural resource surveys. Ms. Berry has extensive experience in the coastal dunes and inland areas of the central coast, with focus on vegetation mapping, rare plants, habitat restoration, and threatened and endangered wildlife surveys. Ms. Berry's restoration experience includes creation and performance monitoring of freshwater wetlands, foredunes, coastal dune scrub, oak woodlands, and California native grasslands. Ms. Berry has conducted protocol rare plant surveys and special-status wildlife surveys for projects throughout Santa Barbara, San Luis Obispo, Monterey, and Kern counties.

Ms. Berry currently manages Padre's Biological Group in the San Luis Obispo office and is responsible for organizing biological surveys, permit compliance monitoring, biological resource studies, and restoration project management. Ms. Berry has been trained in delineation of wetlands and waters. Ms. Berry has delineated several wetlands and numerous waters, prepared Jurisdictional Determination Reports, and supported Section 404/401/1600 permitting.

Representative projects Ms. Berry has managed or assisted with include

Marsh Street Bridge Replacement Project, City of San Luis Obispo, CA. Ms. Berry managed the environmental compliance and biological monitoring for the project. Key compliance components included nesting birds, steelhead, CRLF, and regulatory permits (Water Quality Certification and CDFW Streambed Alteration Agreement). She coordinated with the project team managers, trained construction personnel on environmental permit conditions, monitored water quality, conducted pre-activity surveys, monitored installation and removal of the dewatering and diversion system, monitored active nests, and implemented nest deterrence measures. She was approved under the Federal Highways Administration's Federal Aid Program (8-8-10-F-58) Programmatic Biological Opinion) to relocated CRLF. She helped to relocate a juvenile steelhead from the project site during dewatering activities, under the authorization of National Marine Fisheries Service (NMFS) Biological Opinion (BRLS-5016(050)).

Railroad Safety Trail, City of San Luis Obispo, CA. Ms. Berry conducted biological and aquatic resources surveys and prepared a Natural Environmental Study (NES) for the project under Padre's on-call services





contract with the Public Works Department. The Railroad Safety Trail included a new segment of the Railroad Safety Trail from California Boulevard and Taft Street to Phillips Lane and a new pedestrian/bike bridge to Pepper Street.

Casmalia Mineral Fee Remediation, Casmalia, CA. Ms. Berry has conducted biological field surveys, construction monitoring, and restoration at the Casmalia Mineral Fee since 2011. Ms. Berry regularly performs preactivity nesting bird surveys and botanical surveys and general biological resource clearance surveys in support of on-going remediation activities. In addition, Ms. Berry has inspected abandoned buildings at the Project site for the presence/absence of bats.

Morro Bay Battery Energy Storage Project, City of Morro Bay, CA. Ms. Berry coordinated and conducted biological resource surveys, prepared biological resource assessment reports, and reviewed the draft Environmental Impact Report for the project. The Morro Bay Battery Storage Project proposes to redevelop a former powerplant into a renewable energy storage facility. Key issues included removal and encroachment into Environmentally Sensitive Habitat Areas (ESHA), special-status plants and wildlife, and native tree removals.

Guadalupe Restoration Project, San Luis Obispo County, CA. Ms. Berry worked closely with regulatory representatives from the County of San Luis Obispo, California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and California Coastal Commission to achieve project compliance with permit conditions. She has adhered to a multi-agency approved Wetland Restoration and Mitigation Plan through planting, photopoint monitoring, vegetation sampling, and jurisdictional delineations. She has seeded and monitored coastal dune scrub restoration and reference sites, using the point-intercept method and one-meter belt transects. Ms. Berry has managed the seed collection, propagation, and replacement planting of three California threatened and endangered plants.

CERTIFICATIONS, PERMITS AND TRAINING: Wetland Delineation Training, Wetland Training Institute, 2016

Measuring and Monitoring Plant Populations, California Native Plant Society, 2012

California Tiger Salamander Workshop, Elkhorn Slough, 2009

Blunt-nosed Leopard Lizard Identification Workshop, California State University, Bakersfield, 2009

California red-legged frog Survey Techniques Workshop, Elkhorn Slough, 2008

Desert Tortoise Workshop, Desert Tortoise Council, Ridgecrest, 2007

PROFESSIONAL AFFILIATIONS:

California Native Plant Society, member

California Native Grassland Association, member

Central Coast Wildlife Society, member





## Christina Santala

Senior Biologist

**EDUCATION:** 

B.S. Biological Sciences, California Polytechnic State University, San Luis Obispo,

**EXPERIENCE:** 

Ms. Santala joined Padre Associates, Inc. in April 2007 and has over 25 years of experience in the environmental field. Ms. Santala specializes in botany and ecological restoration of upland, riparian, and wetland habitats associated with utility pipeline and facilities decommissioning, oil field exploration, development, and remediation, bridge replacement and improvement, residential and commercial development, and streambed alteration projects. In addition, Ms. Santala is experienced in conducting aquatic resources delineations and jurisdictional determinations in accordance with the United States Army Corps of Engineers (ACOE) guidelines.

Representative projects Ms. Santala has managed and assisted with include:

San Luis Obispo Tank Farm Remediation and Restoration Project, San Luis Obispo County, California. Ms. Santala was involved with this soil remediation and habitat restoration project for over ten years and served as lead restoration ecologist for initial restoration activities. Specific tasks included construction monitoring, pre-activity biological surveys, rare plant surveys and mapping, vegetation type identification and mapping, rare plant seed collection, botanical inventory surveys, weed management, development and implementation of the project habitat restoration plan, and California red-legged frog USFWS protocol level surveys.

Biological Resources Assessment Surveys, San Luis Obispo City and County, California. Ms. Santala completed numerous biological resources assessment surveys focused on the existing biological resources and the suitability of the habitat to support special-status plant and wildlife species, and presence/absence of special-status plant and wildlife species within the proposed residential and commercial project sites. Specific tasks included desktop review and database research, botanical and wildlife inventories, vegetation classification and mapping, aquatic resources delineations and jurisdictional determinations, report writing including preparation of avoidance and minimization and mitigation measures to protect potentially occurring special-status biological resources. In addition, Ms. Santala fostered and maintained and open communication with the client to ensure successful completion of the project.





# EXPERIENCE CONTINUED:

Cuyama River Tanker Spill Restoration Project, Santa Barbara and San Luis Obispo Counties, California. Ms. Santala conducted biological baseline surveys and developed and implemented the habitat restoration and mitigation plan for this project. Specific tasks included rare plant and botanical inventory surveys, vegetation classification and mapping, development mitigation strategies and restoration performance criteria focused on establishment of riparian habitat, (CNPS)/California Department of Fish and Wildlife vegetation rapid assessment protocol surveys, report writing, and is currently involved with ongoing restoration site monitoring and annual reporting.

Morro Bay Power Plant Battery Storage Project, Morro Bay, California. Ms. Santala was involved with biological technical studies in support of the Environmental Impact Report prepared for the proposed project. Specific tasks included completion of botanical and wildlife inventories, surveys focused on suitability of the habitat to support potentially occurring special-status plant and wildlife species, rare plant surveys and mapping, tree inventory and mapping, vegetation classification and mapping, site constraints analysis, and report preparation.

Camp Roberts High Water Bridge Restoration Project, Monterey County California. Ms. Santala was involved with biological field surveys and restoration plan development and monitoring for this project. Specific tasks included baseline vegetation and botanical surveys, aquatic resources delineation and jurisdictional determination surveys, development and implementation of the project restoration plan for wetland, riparian, and upland habitats, qualitative and quantitative restoration monitoring for the duration of the monitoring period, and associated report writing.

#### CERTIFICATIONS, PERMITS AND TRAINING:

CDFW Plant Voucher Collecting Permit 2081(a)-21-016-V.

Rare Pond Species Survey Techniques Workshop (California red-legged frog, California tiger salamander and southwestern pond turtle), Laguna de Santa Rosa Foundation, 2008.

Flowering Plant Families Workshop, Jepson Herbarium, 2010.

Manual of California Vegetation Second Edition Workshop, California Native Plant Society, 2012.

Soil Morphology and Hydric Soils Workshop, California Native Plant Society, 2015.

Wetland Delineation Workshop, Jepson Herbarium, 2015.

Grass ID Workshop; California Native Plant Society, 2023.

# PROFESSIONAL AFFILIATIONS:

California Native Plant Society, member.



## Mikhail Thule

Project Biologist

**EDUCATION:** 

B.S. Biology: Ecology & Evolution, University of California Santa Cruz, June 2016

Cal Poly San Luis Obispo, Aquatic/Semi-Aquatic Herpetofauna Workshop, May 2018

**EXPERIENCE:** 

Mr. Thule joined Padre in 2024 and has over 4 years of experience in natural resource surveys. Mr. Thule has experience in the coastal dunes and inland areas of the central coast, with a focus on vegetation mapping, rare plants, habitat restoration, and threatened and endangered wildlife surveys. Mr. Thule's restoration experience includes creation and performance monitoring of freshwater wetlands, foredunes, coastal dune scrub, oak woodlands, and California native grasslands. Mr. Thule has conducted protocol rare plant surveys and special-status wildlife surveys for projects within Santa Barbara, San Luis Obispo, and Monterey county.

Mr. Thule currently supports Padre's Biological Group in the San Luis Obispo office and is responsible for conducting sensitive plant and animal surveys, nesting bird surveys, biological resources assessments, and restoration implementation. Mr. Thule has been trained in wetland delineations and has assisted in numerous delineations of both state and federal jurisdictional wetlands. Mr. Thule is experienced in conducting protocol level surveys for listed botanical and wildlife species within sensitive habitats.

Representative projects Mr. Thule has worked on include

Chorro Street Art Fence Installation, City of San Luis Obispo, CA. Mr. Thule worked as the primary biologist conducting the nesting bird surveys for any potential nesting habitat disturbances during construction activities of the Chorro Street Art Fence Installation project. Mr. Thule worked alongside the contractors to identify trees to be removed as well as additional trees and/or other potential nesting habitats within the area of potential disturbance to maintain compliance with the City of SLO Public Works department CRB No. 15.2.

San Luis Obispo, CA. Mr. Thule worked as the project primary botanical and wildlife monitor for daily construction activities. Mr. Thule supported the project's remediation and restoration with pre-disturbance biological surveys, vernal pool fairy shrimp and other sensitive wildlife surveys, wildlife relocations, sensitive plant population mapping, soils management, nesting bird surveys, and wildlife deterrence management. Mr. Thule was also the project's primary SWPPP practitioner designing erosion control measures, conducting weekly inspections, rain event action plans, and stormwater sampling and reporting. Mr. Thule worked closely with





contractors to manage the design and implementation of restoration features such as a CDFW permitted streambed alteration, wetlands including fairy shrimp habitat, and grasslands. Mr. Thule was responsible for the reporting of biological activities from weekly to annual documents.

Dangermond Preserve Oak Woodland Restoration, Lompoc, CA. Mr. Thule supported the implementation of restoration programs including the oak woodland weed abatement, botanical surveys, and sensitive wildlife monitoring programs. Mr. Thule conducted surveys of sensitive biological resources within oak woodland, grassland, riparian, and wetland habitats throughout multiple restoration sites on the preserve.

Dynegy Morro Bay Power Plant Decommissioning, Morro Bay, CA. Mr. Thule provided biological and compliance monitoring during the offshore pipeline abandonment. As a marine mammal monitor, Mr. Thule worked from the crane barge conducting surveys for marine mammals within various set exclusion zones during different stages of project activities. As a compliance monitor, Mr. Thule oversaw the decommissioning activities of the offshore pipeline removal phases.

Guadalupe Restoration Project, San Luis Obispo County, CA. Mr. Thule worked as a project primary botanical and wildlife monitor supporting both the geo-environmental and ecological team conducting a wide variety of tasks. Mr. Thule was a team lead for the SWPPP, including inspections, erosion prevention planning, and rain event action plans. Mr. Thule supported the restoration monitoring program by running vegetation transects and quadrats to assess the progress of restoration by native plant recruitment. Mr. Thule conducted listed plant surveys for beach spectacle pod, La Graciosa Thistle, and surf thistle to assess population size. Mr. Thule led protocol level eye shine surveys of the federally endangered California red-legged frog (CRLF). Mr. Thule assisted in the crayfish trapping as part of the conservation program for the federally endangered tidewater goby population in the Santa Maria River.

CERTIFICATIONS, PERMITS AND TRAINING: Qualified Storm Water Pollution Prevention Plan (SWPPP) Practitioner (QSP): #26910, California

Certified Erosion, Sediment, & Stormwater Inspector (CESSWI): #5371, EnviroCert International

California Anostraca and Nostraca Identification Class, Fairy Shrimp ID, California

PROFESSIONAL AFFILIATIONS:

Central Coast Wildlife Society, member



### Melissa Cabello

Staff Biologist

**EDUCATION:** 

B.S. Environmental Resource Management, California State University Bakersfield, California. 2023

**EXPERIENCE:** 

Ms. Cabello joined Padre Associates, Inc. in May 2023 after earning a B.S. in Environmental Resource Management with a concentration in Forestry. Ms. Cabello is responsible for providing environmental oversight for a range of projects within San Luis Obispo County. Ms. Cabello is experienced in conducting a variety of biological resource surveys, construction monitoring, pre-activity surveys, nesting bird surveys, and identifying threatened and endangered species (including but not limited to San Joaquin kit fox, California red-legged frog, California tiger salamander, and blunt-nosed leopard lizard).

Representative projects Ms. Cabello has worked on include:

**SR-46** Cholame Construction – San Luis Obispo County, CA; January 2024 to present. Ms. Cabello is an approved biological monitor and has assisted with providing weekly fence inspections as well as pre-activity biological surveys for sensitive species including nesting birds, California red-legged frog, California tiger salamander, potential SJKF dens, and other sensitive species within the SR-46 Cholame Construction Project in San Luis Obispo County.

Chorro Creek Bank Stabilization Project – San Luis Obispo, CA; February 2024 to present. Ms. Cabello assisted with conducting a field survey and desktop review focusing on existing biological resources, suitability of the habitat to support special-status plant and wildlife species known to occur in the Project region, and presence/absence of special-status plant and wildlife species within the Project site. Additionally, Ms. Cabello assisted with preparing a Biological Resource Assessment (BRA) report and Biological Assessment (BA) report in support of the Project's permit applications.

**Purple Amole Monitoring – San Miguel, CA; March 2024 to present.** Ms. Cabello assisted with providing protocol-level Purple amole monitoring, for the federally listed Purple amole, occurring at the CMD's Camp Roberts Military Training Site located in San Luis Obispo County. This project includes annual vegetative and reproductive monitoring, installation of seed traps, and photographs from established photo monitoring points.

Ridge Road Templeton BRA – Templeton, CA; August 2023. Ms. Cabello assisted with conducting a field survey and desktop review focusing on existing biological resources, suitability of the habitat to support special-status plant and wildlife species known to occur in the Project region, and presence/absence of special-status plant and wildlife species within the Project site and access road. Additionally, Ms. Cabello assisted with preparing a Biological Resource Assessment (BRA) report for the project.





Archaeological and Biological Studies, New Telecommunication Tower Project – Atascadero, CA; February 2024. Ms. Cabello assisted with conducting a field survey and desktop review focusing on existing biological resources, suitability of the habitat to support special-status plant and wildlife species known to occur in the Project region, and presence/absence of special-status plant and wildlife species within the Project site and access road. Additionally, Ms. Cabello assisted with preparing a Biological Resource Assessment (BRA) report for the project.

Avila Beach Drive Environmental Compliance – San Luis Obispo County, CA; September 2023. Ms. Cabello assisted with conducting a preconstruction wildlife survey for silvery legless lizards. Hand search methods were used during the survey in areas of disturbance where legless lizards were expected to be found (e.g., under shrubs, other vegetation, or debris). Hand search surveys were completed immediately prior to and during grading activities. Additionally, Ms. Cabello conducted construction monitoring during initial clearing and grading activities to capture and relocated reptiles, as needed.

PROFESSIONAL AFFILIATIONS:

California Native Plant Society, Member Central Coast Wildlife Society, Member

## **APPENDIX B**

REPRESENTATIVE PROJECT EXPERIENCE



#### REPRESENTATIVE EXPERIENCE

Padre personnel have extensive experience in environmental compliance, construction monitoring and biological and cultural resource studies. The paragraphs below provide a representative listing of our relevant local project experience.

#### **COMPLIANCE MITIGATION MONITORING AND REPORTING**

#### Marsh Street Bridge Project, San Luis Obispo

Services: Environmental Compliance Services

Client: Filippin Engineering, Inc.

As a subconsultant to Filippin Engineering, Padre provided environmental compliance services to the City of San Luis Obispo (City), in support of the Marsh Street Bridge Replacement Project (Project). Padre was responsible for documenting compliance with the Project's environmental permits, including Section 1600 Streambed Alteration Agreement, Section 401 Water Quality Certification, and a Caltrans Programmatic Biological Opinion. Padre's biologists were approved by the United States Fish and



Wildlife Service (USFWS) to independently survey for and relocate California red-legged frog prior to and during diversion and dewatering activities. National Marine Fisheries Service (NMFS) authorized Padre biologists to relocate steelhead encountered at the Project, under an emergency take permit. Padre biologists installed block nets and passively relocated steelhead prior to dewatering activities to avoid significant impacts to federally protected fish. Throughout the Project, Padre was a liaison between the City and regulatory agencies, submitting mandated reports and notifications, requesting variances for nesting bird buffers, and providing schedule updates. Padre monitored for special-status wildlife, including nesting birds, California red-legged frog, and steelhead during Project activities. Padre completed pre-activity surveys, construction monitoring, post-construction surveys, and compliance reporting per the Project's permits and Mitigation Monitoring and Reporting Program, as well as, provided worker environmental awareness training to all Project personnel.

### Cook Residence Biological and Archaeological Services; Nipomo, California

Services: Biological and Archaeological Studies, Compliance Services, and Subsurface Testing Client: Mr. and Ms. Cook

Padre completed biological and archaeological services in support of a residential construction project proposed within an approximately ten-acre parcel in the foothills of Nipomo. Biological services included a desktop review to determine the baseline environmental conditions, biological resources assessment field survey focused on existing botanical and wildlife resources, vegetation classification and mapping, suitability of the habitat to support special-status plants and wildlife, analysis of potential impacts to biological resources due to project



Cambria Community Service District Environmental Monitoring East Ranch Community Park Restroom Installation



implementation, and report preparation. Archaeological services consisted of an expedited archaeological records search from the Central Coast Information Center, completion of an extended Phase I pedestrian survey and subsurface investigation to identify archaeological sites and isolates within the project site, and survey report preparation. The San Luis Obispo County Department of Planning and Building approved the project and issued a Minor Use Permit that contained several Conditions of Approval related to biological and archaeological resources. Padre implemented the relevant measures including pre-activity surveys and construction monitoring to avoid and minimize impacts to biological and archaeological resources.

#### **BIOLOGICAL RESOURCES**

#### Cool Barn and Residence, Avila Beach, San Luis Obispo County

Services: Aquatic Resources Delineation, Biological Resource Assessment, Manzanita and Oak Replacement Plan, Compliance Monitoring, and Stormwater Pollution and Prevent Plan (SWPPP) Client: Monty Cool

Padre completed biological and archaeological services in support of this residential construction project within an approximately 55-acre parcel located approximately 1.5 miles east of Avila Beach. Biological services included completion of a biological resources assessment field survey, a follow-up spring botanical survey, an aquatic resources delineation survey conducted in accordance with United States Army Corps of Engineers guidelines, and report preparation to support Archaeological services consisted of an archaeological records search from the Central Coast



Information Center, completion of a Phase I archaeological pedestrian survey within the project site, and archaeological survey report preparation. The surveys were conducted to support the permit application for the project. The San Luis Obispo County Department of Planning and Building issued a Developer's Statement/Coastal Development Plan for the project that included mitigation measures to minimize impacts to biological resources, and no further archaeological component was needed. Padre implemented the measures including pre-construction wildlife surveys for Townsend's big-eared bat, Northern California legless lizard, sensitive bumblebees, and nesting birds, presentation of a worker's environmental awareness training, inventory and mapping of sensitive manzanita and oak trees and preparation of a manzanita and oak tree protection and replacement plan, daily pre-activity biological clearance surveys, construction monitoring, and preparation of a project completion report to summarize compliance with the County measures.



#### Various Residential and Commercial Development Projects, San Luis Obispo County

Services: Biological Resource Assessments Client: Multiple (full list available upon request)

Padre has conducted biological resources assessment surveys for numerous residential and small commercial projects throughout San Luis Obispo County within coastal and inland wetland, riparian, and upland habitats. The primary focus of the biological resources assessments was to provide the client with a complete and comprehensive summary of the existing biological and ecological conditions and special-status plants and wildlife that have the potential to occur within the project reaion. In addition. Padre and provided recommendations to avoid or minimize impacts to



biological resources, sensitive habitats, and potentially occurring special-status species. Key issue areas that Padre has encountered have included aquatic resources, wetland and riparian habitats, environmentally sensitive habitat areas, special-status plants and wildlife (California redlegged frog, western pond turtle, San Joaquin kit fox, American badger, burrowing owl), and oak trees. In addition to field work, Padre completed queries of environmental databases such as the California Department of Fish and Wildlife's California Natural Diversity Database, United States Fish and Wildlife's Critical Habitat Portal and National Wetland Inventory to obtain relevant information regarding biological resources of the project site.

#### **CULTURAL RESOURCES**

#### Mid-Higuera Bypass Project, City of San Luis Obispo

Services: Archaeological Subsurface Investigations, Construction Mitigation and Monitoring Client: City of San Luis Obispo, Public Works Department



Padre is currently providing cultural resource services in support of the Mid-Higuera Bypass Project, which requires excavation along San Luis Obispo Creek to offset downtown during future rain events. Pursuant to mitigation measures in the final environmental documents, Padre has prepared a cultural resource monitoring and testing plan that has been reviewed and approved by the City and County Flood Control District. Because previous studies identified one portion of the Project as sensitive for buried historicaged cultural deposits, Padre will complete

exploratory backhoe trenching in accordance with the approved testing plan. To determine the best placement of backhoe trenches to capture possible buried resources within the proposed grading area, Padre's GIS staff georeferenced relevant Sanborn Fire Insurance maps and the 95 percent design drawings on a current aerial photograph of the testing area to create a map of potential resource locations. Once testing is completed, Padre will process and analyze the artifacts collected and report all findings in a technical report.



#### Avila Ranch Development Project, Buckley Road Extension, City of San Luis Obispo

Services: Archaeological Monitoring Client: Wathen Castanos Homes

Padre currently provides archaeological and tribal monitors in support of the Buckley Road Extension, which is part of the larger Avila Ranch Development Project in the southern part of the City of San Luis Obispo. In compliance with the mitigation measures included in the Project Environmental Impact Report, one Padre archaeologist and one member of the local Chumash tribe monitor all Project-related ground disturbance for the presence of significant cultural materials and features. Prior to ground disturbance, the Padre archaeologist provides cultural resource awareness training for all construction



personnel. Padre is also contracted to monitor the remaining phases of the Avila Ranch Development Project in 2022 and beyond. Once all ground disturbance is complete, the senior archaeologist will prepare a cultural resource completion report summarizing all encountered finds. Cultural concerns associated with this project have required frequent communication with the *yak tit<sup>y</sup>u tit<sup>y</sup>u* Northern Chumash tribe.

#### Harbor Terrace Development Project, San Luis Obispo

Services: Archaeological Monitoring, Subsurface Investigation, Archaeological Data Recovery Client: RTA Harbor Terrace, LLC.

completed Padre archaeological extensive subsurface testing and longarchaeological term monitoring in support of a large commercial development project at a highly sensitive significant prehistoric site in Avila Beach. This Project required close coordination with Chumash tribal monitors. Primary tasks included the excavation of several data recovery units, water-assisted artifact screening, completion of soil profiles, documentation of



artifacts, the direction of heavy equipment, and the recovery of human remains.

# **APPENDIX C**

## PADRE 2024 FEE SCHEDULE



## 2024 STANDARD FEE SCHEDULE

#### **PROFESSIONAL SERVICES**

Principal Professional II\$	220/hr.
Principal Professional\$	190/hr.
Senior Professional II\$	170/hr.
Senior Professional\$	160/hr.
Project Professional II\$	135/hr.
Project Professional\$	125/hr.
Staff Professional II\$	115/hr.
Staff Professional\$	100/hr.
Senior Technician (Non-Prevailing Wage)\$	95/hr.
Senior Technician (Prevailing Wage)\$	100/hr.
Technician (Non-Prevailing Wage)\$	85/hr.
Technician (Prevailing Wage)\$	90/hr.
Senior GIS/CAD Specialist\$	115/hr.
GIS/CAD Specialist\$	100/hr.
Drafting\$	80/hr.
Word Processing/Technical Editor\$	85/hr.
*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.	

<sup>\*</sup>Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$450 per hour.

### **OTHER DIRECT CHARGES**

Subcontracted Services	Cost	t Plus 15%
Outside Reproduction	Cost	Plus 15%
Travel, Subsistence, and Expenses	Cost	l Plus 15%
Vehicle	\$	90/day
Photoionization Detector	\$	120/day
Nuclear Density Gauge	\$	85/day
Automobile Mileage	\$	0.85/mile



September 27, 2024

Mr. Tristan Reaper Program Manager, Engineering & Utilities Cambria Community Services District 5500 Heath Lane Cambria, CA 93428

Subject: **Environmental Monitoring Services Proposal for the Fiscalini Ranch Bathroom** 

Project, Cambria, San Luis Obispo County, California

Dear Mr. Reaper:

Kevin Merk Associates, LLC (KMA) is pleased to submit this scope of work and cost estimate to provide environmental monitoring services in support of the Cambria Community Services District's (CCSD) Bathroom Project on the Fiscalini Ranch. KMA would provide environmental monitoring oversight consistent with the County of San Luis Obispo's Conditions of Approval (PMTC2022-00061) and the project Environmental Monitoring Plan prepared by Firma (March 2016). KMA will provide biological resources services and will team with Central Coast Archeological Research Consultants (CCARC) to cover the cultural resources requirements, which includes a Native American monitor. A more detailed description of our work program is outlined below.

#### **SCOPE OF WORK**

**Pre-Activity Survey and Report.** KMA will conduct field work to clear the area prior to ground disturbing activities to search for active wood rat nests, badger dens and burrowing owl activity including occupied burrows. Please refer to BIO/mm-14, 25, and 26 for additional details regarding the County requirements. Since the project is occurring outside the nesting bird season, impacts to nesting birds are not expected. The survey will occur within 30 days prior to disturbance, and the methods and results of the survey will be provided to the CCSD in a report suitable for transmittal to the County and other agencies, if required. Active wood rat nests, burrowing owl burrows, or badger dens will require avoidance, but inactive nests/dens may be selectively removed once it is confirmed that no animals are present. Further inspection of a wood rat nest or badger den would be completed as detailed in the County's Environmental Mitigations (refer to BIO/mm-14).

**Environmental Awareness Training and Construction Monitoring.** KMA and CCARC will provide environmental awareness training on the first day of construction to ensure the contractor is aware of the sensitive resources present in the project area and establish the communication protocols expected during construction. Terry Joslin-Azevedo of CCARC will be the qualified archaeologist and will also provide a Native American monitor to observe all earth disturbing activities consistent with the Environmental Monitoring Plan and County requirements. CCARC will coordinate with the appropriate Northern Chumash Tribe of San Luis Obispo County and Region and/or Salinan Tribe of Monterey and San Luis Obispo Counties to monitor initial ground

disturbance. The monitoring effort assumes all earthwork will be completed in one week, and does

not include archaeological surveys, evaluations of cultural resources or architectural history/built environmental studies.

KMA's biological monitoring scope also anticipates one week of daily monitoring during earthwork, and then will scale back to spot checks as deemed appropriate in consultation with the CCSD and contractor. Archaeological and Native American monitoring will be complete after one week, but will be available on an as-needed, time and materials basis should additional trenching or ground disturbance be required after the first week. KMA and CCARC will work with the CCSD and contractor to ensure all County Conditions of Approval and required mitigation measures are implemented. As stated above, KMA biologists will continue to coordinate with the contractor after the initial site disturbance is completed and will conduct spot checks of project activities to document progress. KMA and CCARC will provide as-needed technical support to the project team following the initial earthwork, and answer questions or requests for information from the contractor. Once the building and all infrastructure are finished, KMA and CCARC will prepare completion reports documenting all construction work and include any pertinent observations made during the earth disturbing activities.

#### **COST ESTIMATE**

We propose to complete the above scope of work on a time and materials reimbursement basis against an estimated budget of \$45,970. Please refer to the attached cost estimate for further detail. Expenses for vehicle reimbursement, field equipment and other associated costs are also included. Additional tasks not identified above would be completed following written authorization from the CCSD on a time and materials basis consistent with our standard fee schedule and the existing Agreement for Consultant Services issued by the CCSD on May 16, 2022.

Thank you for the opportunity to provide environmental consulting services for this project. If you have any questions regarding this proposal, please call me directly.

Sincerely,

KEVIN MERK ASSOCIATES. LLC

Kevin B. Merk Principal Biologist

Attachments: Cost Estimate Spreadsheet

# Cambria Community Services District's Fiscalini Ranch Bathroom Project Budgetary Cost Estimate for Environmental Monitoring Services:

Task	Cost	Hours	Principal Biologist	Senior Biologist	Biologist	GIS Specialist	Admin	CCARC Archaeologist	CCARC NA Monitor
			\$165/hr	\$145/hr	\$125/hr	\$115/hr	\$85/hr	\$165/hr	\$140/hr
Task 1 - Pre-Activity Survey and Report	\$3,375	23	8	12		2	1		
Task 2 - Environmental Awareness Training	\$3,015	21	4	6		4	1	4	2
Task 3 - Construction Monitoring - Biological Resources*	\$14,235	99	32	32	32	2	1		
Task 4 - Construction Monitoring - Cultural Resources**	\$13,685	91					1	40	50
Task 5 - Final Completion Report - Biological Resources	\$3,665	25	8	14		2	1		
Task 6 - Final Completion Report - Cultural Resources	\$3,055	19					1	18	
Project Management	\$2,440	16	8	2			2	4	
Expenses (Vehicle, Field Equipment, Report Production)	\$2,500								
Total Budget Estimate	\$45,970	294	60	66	32	10	8	66	52

<sup>\*</sup>Assumes earthwork requiring full time biological monitoring will be completed in one week and monitoring can then be reduced to spot checks.



<sup>\*\*</sup>Assumes CCARC Archaeologist and Native American Monitor will be onsite one week during grading, excavation and trenching.

# Report on the October 22, 2024, Finance Standing Committee meeting, for the November 14, 2024, CCSD Board Agenda

The October 22, 2024, Regular Meeting of the Finance Standing Committee was held at the Veterans' Memorial Hall in person and via Zoom.

Committee Chair Tom Gray called the meeting to order at 10:00 a.m.

Other Committee members present were Vice-Chair Cheryl McDowell, Secretary David Pierson, Karen Chrisman, Keith Hinrichsen and Scott McCann.

Staff present were CCSD General Manager Matthew McElhenie Administrative Department Manager Denise Fritz and Confidential Administrative Assistant Haley Dodson.

Also attending were Dick Clark and Juli Amodei. Eric Johnson attended via Zoom.

In his **Chair Report**, Mr. Gray inquired of Ms. Fritz whether the scheduling of the next Committee meeting on Dec. 10 would allow enough time for consideration of an updated procedure for administrative cost allocation so that it can be adopted for the upcoming budget cycle. Ms. Fritz said she believed it would be.

In **Ad Hoc Committee Report(s)**, Ms. Fritz reported that the Long-Term Financial Planning Ad Hoc had not met in the prior month. She said she would work on modeling for administrative cost allocation and that ad hoc committee on that topic would have a report ready for the Finance Committee on Dec. 10.

There was no **Public Comment** from attendees in person or via Zoom. One comment was submitted in writing and is posted on the CCSD website.

On the **Consent Agenda**, the Committee approved the July 23, 2024, Regular Meeting Minutes by a vote of 5-0, with changes requested by Mr. Gray and Ms. Chrisman. Changes include a corrected spelling of General Manager McElhenie's name and a rephrasing of the discussion about skatepark maintenance. That latter was to clarify that the Committee discussed, but did not make formal recommendations, on the need to clean restrooms and to open and close the park daily.

**Regular Business** included the following items:

# 4.A Discussion and Consideration of the Fiscal Year 2024/2025 First Quarter Budget Report and Staff Recommendation

Ms. Fritz reviewed the changes to the budget in the 1st quarter. Mr. Hinrichsen asked for clarification on a number of items in the budget and Ms. Fritz provided explanations. Mr. Gray asked what the difference was between the Original Budget column and the Current Total Budget column. Ms. Fritz clarified that the Current Total Budget includes the encumbrances brought forward at the end of the previous fiscal year.

Mr. McElhenie then reported that there are probable significant cost increases in several of the enterprise projects listed in the CIP, including replacement of the water and effluent lines through San Simeon State Park (now expected to cost \$4.5 million), replacement of the Stuart Street tanks (approaching \$2.5 million) and water meter upgrades (now at \$2 million. There followed a discussion on the replacement of the customer water meters and the time and monies needed to get that project completed.

There was no public comment on this item.

Mr. Pierson moved to forward the report to the Board of Directors recommending approval.

Mr. Hinrichsen seconded the motion.

The motion passed 5-0.

#### 4.B Discussion and Consideration of Proposed Funding Framework for Skatepark Maintenance

This was a continuation of the Skatepark maintenance funding discussion begun by the Committee at its previous meeting on September 24, 2024. Mr. McElhenie noted that the Committee was unable from the available data to determine how much it would cost annually to maintain the park. After discussion with representatives of the Cambria Community Council (CCC) and Skate Cambria, he developed a proposal to pay for five years of maintenance from private funds while monitoring costs (including staff time) to determine long-term financing needs.

Dick Clark, President of the CCC, described how the maintenance could be funded through an annuity. The annuity would use both restricted and unrestricted funds currently held by the CCC, a total of \$62,000, to fund \$4,000 in maintenance each year. This combined with the \$1,000 pledge from the Cambria Lions Club would provide a budget of \$5,000 per year. Mr. McElhenie reported the CCSD staff is prepared to track all Skatepark costs for the first five years following construction to get a reasonable budget for the years following. There was then a discussion on who would hold and invest the \$62,000, the CCSD or the CCC.

There was public comment on this topic from Juli Amodei.

Mr. Pierson moved to recommend the proposed funding framework for skatepark maintenance to the Board of Directors using the combined funds of \$5,000 for the maintenance of the skate park. The \$62,000 would be held and invested by the CCC.

Ms. McDowell seconded the motion.

The motion passed 5-0.

Mr. Gray next asked for any **future agenda items**. Mr. Pierson requested the CIP items for the Veterans' Hall be updated and reviewed at the next meeting. Ms. McDowell asked for an update on the Veterans' Hall fee changes.

Mr. Gray adjourned the meeting at 11:20 a.m.

--Respectfully submitted by Tom Gray, Chair, Finance Standing Committee November 12, 2024 To: CCSD Board of Directors

From: Debra Scott, Chair, Policy Committee

Re: Policy Committee Regular Meeting, Thursday, October 24, 2024

The Policy Committee Meeting was called to order at 3:00 pm at the Cambria Veterans Hall by the Chairperson.

A quorum was established by the attendance of Committee Members: Gordon Heinrichs, Vice Chair, Donn Howell, Secretary, and Committee Members, Claudia Harmon-Worthen, and James Townsend. Committee Member Ted Key was not present due to an excused absence. Staff present were Matthew McElhenie, General Manager and Denise Fritz, Administrative Department Manager.

Three public members, Crosby and Laura Schwartz were present at the meeting on Zoom.

CHAIRMAN'S REPORT: The Chair reported her conversation with David Aguirre, Facilities & Resources Manager, as a follow up to a discussion at the last Policy Committee meeting related to a question by Committee Member Harmon-Worthen. The question was whether Mr. Aguirre needed further direction on how to deal with the homeless encampments that he addresses. Mr. Aguirre stated that he has sufficient direction based on his position description and the District's policies.

**COMMITTEE MEMBER COMMUNICATIONS:** There were no Committee Member communications.

**PUBLIC COMMENT:** There was no public comment.

**CONSENT AGENDA:** The August 22, 2024 Regular Meeting Minutes were approved with minimal edits. The Committee approved the minutes with the suggested edits.

#### **REGULAR BUSINESS:**

# 4.A. Review, Discussion, and Approval of the Procurement Policies and Procedures Policy 2135 Revisions and Approve Recommendations to the Board of Directors

This policy was forwarded to the Policy Committee for review after a second review by the Finance Committee. The policy in the committee packet was the draft edited by the Finance Committee after the Policy Committee's review and comments. Ms. Fritz informed the Finance Committee of the suggestions that were made by the Policy Committee. The Committee Members made several suggestions for further revisions to the draft policy. Ms. Fritz made notes regarding those suggestions and edits which will be provided to the Board of Directors when they consider the new policy during one of their November meetings. The Committee voted to approve the draft policy and forward their further comments to the Board for consideration.

Public Comment: There was no public comment.

# 4.B Discuss and Consider a Draft Policy to Address the Streetlights and Lights at Other Facilities under CCSD's Jurisdiction

The Board of Directors, at its October 10, 2024 meeting, directed the Policy Committee to draft a CCSD policy regarding Street lights and Lights at Other Facilities under CCSD Jurisdiction. The Chair encouraged the Committee Members to review the October 10<sup>th</sup> discussion during the Board meeting to better understand the needs of the Board for this policy. Committee Member Harmon-Worthen circulated a previous draft policy for this concern. The Chair assigned an ad hoc committee comprised of Committee Members Harmon-Worthen and Key to draft the initial version of the policy for review at the committee's December meeting. Both Committee Members accepted the ad hoc assignment (Ms. Harmon-Worthen at the meeting and Mr. Key via email after the

meeting). Ms. Harmon-Worthen suggested that the committee members read an article in the San Diego Magazine on Cambria's interest in adopting the Dark Skies Initiative.

Public comment: There was no public comment.

#### 4.C. Update and Discussion on the Climate Adaptation Policy Number 1060

The Chair reported to the Committee that the Board of Directors at its October 17<sup>th</sup> meeting approved the draft policy with a vote of 4 in favor and 1 against the policy. Few edits were suggested and approved by the Board. Those included deleting the second sentence of the "Purpose" section, to correct a typographical error in the second paragraph of that section, to change the words, "as soon as available" to "when feasible" in Section 1060.1 Policy Principles and Goals under Transportation section, and to remove a comma in the last sentence of the policy under 1060.2 Policy Procedures. The Committee approved the suggested changes and voiced support for the Board's approval of the policy and voiced understanding that the next step in climate adaptation for the CCSD would be for the Board President to assign an ad hoc committee of 2 Board members to begin the Climate Action Plan.

Public Comment: There was no public comment.

# 4.D. Discussion Regarding the CCSD Policy Handbook Index Contents and Direction for the Policy Committee

The Chair presented this agenda item, drawing the Committee Members' attention to the handout in the committee packet. She discussed the contents of the handbook index by pointing out the various actions that had been taken by the committee and the improvements that have been made in the contents of the handbook. She discussed the history of the Policy Committee, how and when it was formed in 2019 and the initial focus of the standing committee. Since that time, the Committee Bylaws have been revised to specifically focus the work of the Policy Committee. The Committee Members verbalized their perspective that the change in the Bylaws in 2022 had limited the focus of the committee so that it seemed that the Board was not supportive of the work of the committee. Discussion ensued related to what the committee might address during future meetings. The Chair reported to the committee that there was some movement with the Board to sunset the Policy Committee and rename and refocus the efforts of another standing committee. She described the Board's interest in addressing work related to fire safety and preparedness. General McElhenie described some of the conversations that he has had with Board members and Fire Chief Burkey related to a need for more work in this area. The Chair suggested to the Committee Members that they consider what direction the Policy Committee might take in the future if the committee continues. This topic will be on the Policy Committee's December meeting agenda for further discussion.

Public Comment: There was no public comment.

# 4.E. Discussion Regarding the Schedule for the 2025 Policy Committee Meetings

The Committee reviewed the dates for the 2025 meeting dates. Some comments were made about whether or not there will be a Policy Committee in 2025. The Chair reminded the members that they will need to reapply to be on a standing advisory committee in 2025. Committee Members Townsend and Harmon-Worthen stated that they may not reapply.

Public Comment: There was no public comment.

#### 5. FUTURE AGENDA ITEMS

The committee verbalized some future agenda items to be considered. They included:

- 1. Draft Policy to Address the Streetlights and Lights at Other Facilities under CCSD's Jurisdiction
- 2. Possible change in the Policy Committee's focus, charge, and name in 2025 based on the Board of Director's direction

Public Comment: There was no public comment.

The Policy Committee Meeting was adjourned at 4:59 p.m.

# PROS Committee Report for the November 8, 2024 CCSD Board Meeting

The CCSD Parks, Recreation and Open Space Committee held a meeting October 15, 2024, 2:00-3:45 PM, in person at the Vets Hall and via Zoom. We had a quorum, with all Committee Members present: Shannon Sutherland, Juli Amodei, Steve Kniffen Jim Bahringer and Jeff Wilson. PROS Committee Chair Thomas presided over the meeting.

Staff was represented by GM Matthew McElhenie and F&R Manager David Aguirre.

Public Present: Dick Clark. We had the following participants on zoom: Kitty Connally and Karen Argano.

Chair Report: Chair Thomas reported on relevant discussions at recent CCSD Board meeting.

**Ad Hoc Committee Report**, Chair Thomas summarized the status of the 3 ad hoc committees initiated since the September 2023 formation of the PROS Committee:

- The East Ranch Community Park Phase 3 Plan is on the agenda.
- The Community Park Signage & Facilities Style Guide ad hoc committee, formed 11/7/2023, was disbanded 9/17/2024.
- We disbanded the **Open Space Management Plan** Ad Hoc Committee (formed 1/31/2024.) A CCSD Board Objective to *Develop a Management Plan for CCSD-owned undeveloped parcels* was added in March. Jeff Wilson will be the PROS Committee member responsible for working with the GM and others designated in the Strategic Plan.

**Committee Member Communications**, 2:06 PM: Jeff Wilson brought up concerns regarding the Sunday October 6 incident on Fiscalini Ranch Preserve, and suggested review and improvement of signage.

# **Reports from Affiliated Community Groups:**

Greenspace the Cambria Land Trust, 2:10 PM, Executive Director Karin Argano reported:

- The recent Saturday October 12 event at Creekside Reserve.
- Sunday October 20, 5:00 PM speaker series with Obi Kaufman at Saint Paul's.
- Greenspace Fiscal Year recently ended September 30.
- Working on the Master Plan for Strawberry Canyon

# **Public Comment Not on the Agenda**, 2:13 PM, None

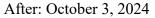
# **Reports & Project Updates:**

Facilities & Resources Manager's Report, 2:14 PM, David Aguirre reported:

- Facilities & Resources Maintenance Technician **Eduardo** (**Lalo**) **Alvarez** started Monday October 7. Lalo will be working 8:30 AM 6:00 PM with his Special Days Off (SDO) on alternating Mondays.
- Recent efforts cleaning up homeless encampments.
- Cleared the area at the bottom of the Cambria Pines Lodge stairs at Burton Drive, so that people walking down the stairs will be more visible to drivers.
- FFRP volunteers recent transition from weeding to trails.
- Upcoming support to the Lampton Cliffs restoration project
- Sunday October 13, Mr. Aguirre walked the FRP Boardwalk, identified 14 areas of concern regarding bluff access.
- Recently cleared the drainage at the South Windsor parking area (photos below).
- Planning 2<sup>nd</sup> interviews with 2 candidates this week.

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Before: September 18, 2024







#### Friends of the Fiscalini Ranch Preserve Report, 2:24 PM, FFRP Executive Director Kitty Connolly reported:

- Opened the Linking Boardwalk Trail October 11. Both David and Lalo were there. Kitty expressed appreciation for the donors. No public funds were involved in this project.
- Bikes were reported on the Linking Boardwalk Trail, working on signage.
- Linking Boardwalk Trail Dedication Saturday October 26, 10:00 AM.
- Plants arrived today from the Santa Barbara Botanical Garden, temporary storage at the Rancho Marino restoration nursery until the next planting work party.
- The first trails work party will be this Saturday October 19.

#### Skatepark Project Update Report, 2:27 PM, Juli Amodei reported:

- Appreciation to Mr. Aguirre for clearing the skatepark area of dirt and debris.
- As part of the Scarecrow Festival, Shredder is out front of the skate park.
- Continuing efforts regarding the Skatepark Maintenance Fund, hoping to reach a Memorandum of Understanding with the District by the end of November.
- Everything is on track for the grant, hoping for good news in early 2025.
- In September, the Board approved the contract with Spohn Ranch for preparation of plans and specifications.
- For information, see the following resources:
  - o Skate Cambria
  - o Cambria Skatepark on the CCSD website.

GM McElhenie followed up with further details.

#### East Ranch Community Park Restroom Project Update Report, 2:36 PM, GM McElhenie reported:

- Still targeting January 2025 delivery of the restroom building by The Public Restroom Company.
- Minor updates to the electrical plans.
- Some discussion regarding the pathway to the restroom.
- Shannon discussed permitting/ ADA requirements, and a preliminary pre-permitting meeting with the County.

**Consent Agenda**, 2:43 PM, the Committee unanimously approved the September 17, 2024 Meeting Minutes.

# In Regular Business:

**Update on Draft Community Park Phase 3 Plan Engagement Sessions**, 2:44 PM, Chair Thomas introduced the topic, and Community Park Phase 3 Plan Ad Hoc Committee Members Sutherland and Wilson led the

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discussion. Excellent progress to date engaging a wide range of community stakeholders. Vice Chair Sutherland updated the Engagement Plan with the objective of completing all community engagement assignments by December 1, to enable the ad hoc committee to bring the Phase 3 Plan and summary of engagement data to the December 17 PROS Committee meeting.

**Update on the <u>PROS Goals Progress Report</u>**, 3:13 PM, Vice Chair Sutherland led the discussion updating the PROS Goals Progress Report.

## Future Agenda Items, 3:43 PM

- For November 19: Update on Community Park Phase 3 Plan Engagement Sessions.
- For December: Bring the Community Park Phase 3 Plan, updated as appropriate based on the community engagement sessions, along with a summary of the engagement data to the December 17 PROS Committee meeting.
- Standing Committee terms expire January 2025, so I'll be asking who among the current PROS Committee members intend to reapply for the next term.

The next PROS Committee Regular Meeting is scheduled Tuesday, October 15, 2024, 2-4 PM.

Respectfully submitted, Michael Thomas, Director and PROS Committee Chair

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#### Resources and Infrastructure Committee Report for November 14, 2024 CCSD Meeting

A Special Meeting of the Resources & Infrastructure Committee was held on Monday September 30, 2024, in person at the Veterans Memorial Hall and via Zoom.

## Opening (Time 2:00pm)

The meeting was called to order at 2:00pm by Chairperson Dean.

Committee Members present were Chairperson Karen Dean, Vice Chair Steven Siebuhr, Secretary Derrik Williams, and Committee Members Jim Webb, Mark Meeks, and Dennis Dudzik.

Staff present were General Manager Matthew McElhenie, Confidential Administrative Assistant Haley Dodson, Utilities Department Manager James Green, Program Manager Tristan Reaper, Wastewater Superintendent Toni Artho, Water Department Superintendent Cody Meeks, and Administrative Technician Eric Johnson (remote).

Others present were Directors Michael Thomas and Harry Farmer (both remote), and public member Allan Dean.

#### Chair Report (Time 2:01 pm)

Chairperson Dean reported that today's Special Meeting replaces the October meeting. The next R&I meeting will be November 4 at 2:00pm.

#### Ad Hoc Subcommittee Reports (Time 2:01pm)

There were no Ad Hoc reports.

#### **Committee Member Communications (Time 2:01pm)**

There were no Committee Member communications.

#### **Utilities Department Manager Report (Time 2:02pm)**

Utilities Manager James Green gave a verbal update on the following projects:

- <u>San Simeon Water and Wastewater Transmission Lines:</u> The District is working with CalTrans on an encroachment permit for potholing along the transmission line path to gather geotechnical data. The District's Consultant is also working on an encroachment waiver for putting the pipes in an open trench.
- <u>Stuart Street Tanks</u>: The District has applied for a fee waiver from the County. The biological monitoring and reporting has been completed, and the EPA has responded with questions about vegetation removal. The award of funds from the EPA is expected in the 4<sup>th</sup> quarter of this year or the 1<sup>st</sup> quarter of 2025.
- ZLD (Zero Liquid Discharge): The ZLD equipment trailer is now not expected be completed until late November due to supply chain issues. The District is hoping to conduct the pilot project tests before the rain comes and changes the water quality from what would be representative of the quality of water when the WRF would be running. In addition, James Bishop from the RWQCB has expressed concerns about the District's proposed land discharge, and is requesting an analysis of the constituents in the discharge. This analysis will be provided by Global Water Innovations. The District will also be providing a site plan to County planning. Committee members have requested to be able to visit the site when the pilot project is underway.

• <u>East Ranch Park Restroom:</u> Program Manager Tristan Reaper reported that the District held a recent site walk with potential bidders for site preparation and restroom installation. The RFP bid submittal timeline closes on October 1<sup>st</sup>. A second RFP will be issued for Environmental monitoring.

Public Comment: There was no public comment on the above topics.

#### Consent Agenda (Time 2:15pm)

#### Consideration to Approve the September 9, 2024 Regular Meeting Minutes

Committee Member Webb moved to approve the minutes as written, motion was seconded by Committee Member Siebuhr. The minutes were approved unanimously.

#### **Regular Business**

# 4.A. Discussion Regarding Rodeo Grounds Pump Station Backup Power System Replacement Project and Review Bids Received in Response to RFP, and Consider Forwarding a Recommendation to the CCSD Board of Directors (Time 2:16pm).

Utilities Manager Green summarized the history of the current backup generator and explained why a new generator is needed, and the scope of work in the Request for Proposals (RFPs). The two bids received in response to the RFPs were reviewed.

Public Comment: There was no public comment on this item.

Committee Member Dudzik moved to recommend staff forward the lower bid received from Alpha Electrical to the CCSD Board of Directors, motion was seconded by Committee Member Webb. The motion was approved unanimously.

# 4.B. Receive and Review the Completed Watershed Sanitary Survey Update and Consider Forwarding a Recommendation to the CCSD Board Of Directors (Time: 2:27pm)

Utilities Department Manager Green explained that the Watershed Sanitary Survey is usually done every five years, this 2024 report is an update to the 2015 report and was originally planned for 2020. This is a document that is directed towards the regulatory agencies and therefore uses regulatory data and language.

Chairperson Dean commented on several items in the report: adding Hwy 1 and Hwy 46 to the map as well as San Simeon Creek Rd and Santa Rosa Creek Rd to Figure 1 would be helpful. There is a broken cross reference for Table 2 on page 83 of the PDF, the water meter wait list total on page 90 of the agenda is inaccurate, in the discussion of the area's vegetation there is no mention of Monterey Pines, and on page 118 of the agenda the word "pervious" should be "previous".

Committee Member Williams noted a few additional edits that should be incorporated.

Committee Member Dudzik pointed out that in 2020 the District's moratorium was forecast to end in 2025, and because that assumption is incorrect, the post 2025 population growth estimate is probably incorrect.

Utilities Department Manager Green pointed out that an Instream Flow Study for Santa Rosa Creek, similar to the Instream Flow Study that was performed for San Simeon Creek, has not been done. He suggests that the District consider performing an Instream Flow Study on Santa Rosa Creek, and several Committee Members concurred.

Public Comment: There was no public comment on this item.

Committee Member Williams moved to recommend Staff forward the Watershed Sanitary Survey Update, with the identified edits, to the CCSD Board of Directors, motioned was seconded by Committee Member Meeks. Motion was approved unanimously.

#### 4.C. Review Revised Standing Committee Bylaws (Time:2:27pm)

Chairperson Dean highlighted the following items in the Committee Bylaws:

- The Committee Chair is no longer a voting member of the committee, therefore does not count towards a quorum. A quorum is three members of the voting members of the committee. The committee chair cannot vote to break a tie.
- Standing Committee members shall not interfere with staff duties unless approved by the General Manager. Standing Committee members should not request or direct actions from staff all requests go through the General Manager.
- The Chairperson's duties are to oversee the Committee meetings and act as a liaison between the Committee and the Board. Requests from the Committee for items to take to the Board go through the Committee Chair.
- An ad hoc committee is two Committee members (because a quorum is three).
- The Committee Chair may appoint any one Committee member to a project.
- The Committee Chair cannot meet with an ad hoc committee or two Committee members outside of the Committee meetings.
- Any action by the Committee requires three votes. If only three Committee members are present, the
  vote must be unanimous.

#### 5. Future Agenda Items (Time: 3:03pm)

Chairperson Dean asked for any future agenda requests.

- Committee Member Dudzik recommends the Committee consider a Santa Rosa Creek Comprehensive Streamflow Restoration, Flood Risk Reduction, and Fire Risk Reduction Plan. There was a question as to whether this possibly could be better addressed by PROS or R&I. Mr Dudzik states that General Manager McElhenie and the Board President indicated that it fits more under R&I. Mr Dudzik will prepare a presentation for the November 4 R&I Meeting.
- Water Systems Superintendent Cody Meeks will give a presentation on satellite based leak detection.
- The Committee will receive an update from Wastewater Superintendent Toni Artho on the SST program.
- Water Systems Superintendent Meeks will bring a report on possible funding for an electric tractor.
- The Committee will receive information regarding scope and cost for a Wastewater Department EV charging station.
- SR4 tank repair costs and scope will be brought forward to R&I.
- Program Manager Reaper is working on developing the criteria for any possible new water source infrastructure.

• Utilities Department Manager Green will bring forward a report about the potential biomass cogeneration project after he hears back from the vendor.

# 6. Adjourn

Chairperson Dean Adjourned the meeting at 3:05pm.

The next R&I Meeting will be held November 4, 2024, at 2:00pm.

Respectfully submitted,

CCSD Director Karen Dean, Resources & Infrastructure Committee Chairperson

## NCAC October 16, 2024 Meeting Summary for the CCSD Board of Directors

The North Coast Advisory Council held a meeting October 16, 2024, 6:00-8:37 PM via Zoom. This report summarizes some of the more salient points discussed. For the convenience of those watching the recorded meetings on <u>YouTube</u>, approximate start times are noted at several points in this report. For further detail, please visit the well-organized NCAC website:

- Agendas with written reports: <a href="https://www.ncacslo.org/meeting-agendas">https://www.ncacslo.org/meeting-agendas</a>.
- Minutes: <a href="https://www.ncacslo.org/minutes-of-meetings">https://www.ncacslo.org/minutes-of-meetings</a>.

Other CCSD staff and Directors in attendance: GM Matthew McElhenie, Utilities Manager Jim Green, and Director Karen Dean were in attendance.

NCAC Chair Brian Glusovich put out the call for volunteers, with openings in Area 1 - San Simeon, Area - 2 Happy Hill, Area 5 - Lodge Hill East of Hwy. 1, Area 7 - Central Lodge Hill, Area 8 - East Lodge Hill/Top of the World, Business Rep, Hispanic Rep.

#### Public/Council Comment, 6:04 PM

• Jessica Scarffe spoke in favor of the C24 bond measure for the <u>Ambulance Station Replacement Project</u>.

#### **County and Local Agency Reports:**

County Supervisor, 6:07 PM: Blake Fixler provided an oral report for Supervisor Bruce Gibson:

- Reminder to the NCAC to request County funding.
- Following up from questions last month regarding the property on Main Street by the French Corner Bakery, a demo permit was requested in 2021, no current development plan.
- On the October 22 Board of Supervisors (BoS) agenda, item 26 is a request for proposals to assist with the San Simeon Dissolution process.
- Discussion about the Los Osos Growth Plan, unlocking a 35 year building moratorium
- Neither Bruce nor Blake can attend in November, they will be at the <u>California State Association of Counties</u> (CSAC) annual conference.

**NCAC Land Use Committee**, 6:19 PM: Jeff Kwasny discussed the status of previous referrals, directed participants to review the <u>Land Use Activities</u> page on the NCAC website, and welcomes input.

**Planning Interface**, 6:31 PM Ana Luvera provided a brief oral report, kudos to Jeff Kwasny and Land Use Committee, and provided an update on one of the California State Parks projects, discussed in May, proceeding with environmental review.

Law Enforcement (Sheriff and CHP) – provided a written report

#### **CCSD Updates:**

- 6:35 PM, Director Thomas presented the draft East Ranch Community Park Phase 3 Plan, answered several questions, and requested feedback via the form on the CCSD website.
- 7:09 PM, GM McElhenie and Utilities Manager Jim Green provided an oral report, an update on District projects, Stuart Street Tanks, the WRF CDP application, and explained that the ZLD Pilot Project will be delayed until Summer 2025.
- 7:13 PM, CCSD Fire Chief Burkey provided a brief oral report.
- 7:14 PM, Dave Pierson, Cambria Fire Safe Focus Group, provided an oral report, update on grants that will provide funding for weed abatement on CCSD vacant parcels.

#### **Guest Presentation:**

California Coastal Commission Representative Devon Jackson, 7:18 PM, provided a presentation on the California Coastal Act Overview, and shared his contact information: Devon.Jackson@Coastal.CA.gov.

#### **Reports from Standing Committees and Special Interest Representatives:**

- Agriculture Report, 7:50 PM, Brandy Cole provided a brief oral report.
- Outreach Committee, 7:50 PM, Karen Chrisman provided a brief oral report, 902 views of the communication for this meeting.
- **Environmental Report**, 7:50 PM, Christina Galloway provided a brief oral report, next month, wind farm lease holder representatives have been invited.

#### New Business, 8:02 PM,

A wide-ranging discussion on the need to educate the public on what CCSD does, the buildout reduction plan (BRP), water meter transfers, Equivalent Dwelling Units (EDU), and other practices of interest, with potential interest in a town hall.

The next NCAC Meeting will be November 20, 2024, at 6:00 PM via Zoom.

Respectfully submitted, Michael Thomas, CCSD Board of Directors

#### Friends of the Fiscalini Ranch Preserve October 8, 2024 meeting summary

The meeting was called to order at 4:02 PM by Chair Dianne Anderson. Also in attendance were Vice Chair Tom Loganbill, Secretary John Nixon, Treasurer Mary Maher, Executive Director Kitty Connolly, Board members Cathleen Campe, Shari Robascotti, Jose Luis Sanchez, PROS committee member Jeff Wilson, CCSD Board member and Parks, Recreation and Open Space Committee Chair Michael Thomas, and CCSD Board member and FFRP liaison Harry Farmer. FFRP Board member Rusty Burns arrived at 4:20 PM. Absent were assistant to ED Connolly Barbara Beuche, and Board members Bob Detweiler, Marvin Josephson, and Ellie Etter.

Minutes from the September 10th, 2024 were considered. The motion to approve was made by Cathleen Campe and seconded by Jose Luis Sanchez. Board approval was unanimous.

Under Agenda Item Matters for Decision, a lengthy and thoughtful discussion took place regarding donating funds to CambriaCA, the on line weekly newspaper that is now the only source of news and information for our community. Secretary Nixon said he's recently spoken to the Lions Club on this matter, and they decided to make an annual donation of \$1500 to CambriaCa, and they hoped other 501c3's would do the same. Secretary Nixon said he would also be reaching out to the Rotary Club. ED Connolly informed everyone she is on the Board of CambriaCa and is a monthly donor. Mary Maher remarked that CambriaCA provides, "good information for the community". Ms Robascotti added she "loves the breadth of the publication", plus it's free and unbiased. Chair Anderson added that the philosophy of the FFRP Board dovetails with the value provided by CambriaCA. After a bit more discussion Shari Robascotti made a motion that FFRP make a donation of \$1500, which she then increased to \$2000. The motion was seconded by Secretary Nixon. Chair Anderson then proposed amending the amount to \$2500, which was again seconded by Mr Nixon. The Board vote was unanimous for approval.

Under Matters for Discussion, PROS committee member Jeff Wilson provided a detailed report as to the current and potential future status of the East Ranch Community Park, which is currently in Phase 3. Comments were made as to the Community Park being aligned with the Ranch Conservation Easement. Mr Wilson confirmed this, as well as stating the Park is, "in a good place and getting traction". He remarked he is giving presentations to various community organizations as well as being available at the Friday afternoon Farmers Market. He added that the project has been in line with the Ranch Management Plan, the Master Environmental Impact Report, and the CCSD's Coastal Development Permit. His comments were more general than specific. Mr Wilson then described what would be involved in the Park, including a nature oriented playground, a sand volleyball court, a multi purpose open playground field that would allow for soccer, frisbee and kite flying, plus disc golf, a group picnic area, horseshoes and corn hole, a multi use trail, and a restroom. Mr Wilson also reported that Civil Engineer Monte Soto doesn't see any permitting difficulties, and that many projects would be bundled into the first construction permit, and there would be a single Request for Proposal for construction. And while this project needs to work its way through County Planning they were already well informed, as is CCSD staff. At this point ED Connolly asked what were the maximum number of folks that would be using the picnic area at one time, The number offered by Jeff was 25. Kitty then added that, "both Greenspace and FFRP are very excited" about the nature planting part of the Park. Vice Chair Loganbill asked about the amount of water use at the Park, to which Mr Wilson said, "no irrigation is proposed". Jeff then provided questionnaires to Board members to provide feedback.

ED Connolly then provided her Executive Director Report, which was mainly a discussion of the linking Boardwalk. She said a complication had arisen in that the Boardwalk was coming into the Bluff Trail too steep, and that there were the wrong number of footings. To remedy the problem, a small section of boarding was removed from the Bluff Trail with the area raised about 1 and 1/2 inches. Also, while initially only 40 feet of railing was planned for the Boardwalk, the length of railing was increased to 80 feet. Even with these obstacles and changes, the Trail would still be finished by the end of this week. A temporary plaque was being placed on

the Rock next to the conjunction of the Bluff Trail and Boardwalk, including the names of major donors Russ Wiggins and Thomas Ridley, as well as very involved local residents Richard Lee and Shirley Paulson-Lee, and Loree Parral and Walt Andrus, who gave planning support for the Boardwalk, and without whom the project would never had gotten going.

There was no Ranch Manager Report or Outreach and Development Report.

Treasurer Maher provided a brief report, stating that FFRP ended July with \$5.36M in long term investments, \$874K in short-term investments, and \$47K in checking. She added the likely budget would be modified in November, and that the CD would be maturing in mid October, and she'd suggest to the Finance Committee to "let it ride". She reminded us that FFRP long time accountant Lynne Singer would soon be retiring, and would finish out this year.

With the absence of Marvin Josephson, there was no Ranch Committee Report. However, Vice Chair Loganbill stated that tomorrow, Wednesday the 9th, would be the last day for weeding, and that the passionate, hard working group of volunteers would now transition to trail maintenance.

In the Stakeholder Report, ED Connolly said she'd be attending next week's SLO County Fire Safe Council meeting to discuss the Fire Safety Grant.

Finally, Rusty Burns conveyed he knew of someone who wishes to become an FFRP Board member, a message that was met with affirmation and enthusiasm.

Chair Anderson adjourned the meeting at 5:30 PM.

The next FFRP meeting will be on Tuesday, November 12th at 4PM at the Cambria Center for the Arts Green Room.

This summary written and submitted by CCSD Board member and FFRP liaison Harry Farmer.

#### Cambria Forest Committee October 11th, 2024 meeting summary

The meeting was called to order at 10:05 AM by Chair Crosby Swartz. In attendance were Treasurer Laura Swartz, FFRP Executive Director Kitty Connolly, Greenspace Vice President Donelle Morgan, Rancho Marino Reserve Director Keith Seydel, California Native Plant Society local representative Neil Havlik, CCSD Board Director and PROS Committee Chair Michael Thomas, and CCSD Board Director and Cambria Forest Committee liaison Harry Farmer.

There were no Public or Director comments.

As for approval of the meeting minutes, Chair Swartz recommends reading Director Farmer's September 11th meeting summary in the CCSD October 10th Agenda packet.

Treasurer Swartz reported CFC presently has \$2943.72 in the bank and no outstanding bills. She added that her and Crosby are still updating the Invasive Weed Guide, including working on substantial revisions, typing up different wording, and adding new photos provided by FFRP Ranch head volunteer coordinator Michael Thomas. Thank you Michael! Original author Christine Heinrichs is still participating in the update but has other projects of her own occupying her time. 150 copies will be printed, which Crosby feels should last for quite a while.

Under Organizational Reports, Neil Havlik stated that while he had nothing to report form the Native Plant Society, he spoke about a recent tour of the Covell Ranch taken by the group formerly known as Cambria University Women, now the California Community Scholarship Foundation. As his wife is a member, he was able to tag along. During the tour the thought occurred to him that the Covell Family might be interested in selling part of the property west of Bridge Street to a land conservation organization. The Nature Conservancy currently holds a conservation easement on that part of the ranch. A somewhat involved discussion took place. Greenspace representative Morgan will report on this discussion to their Executive Director.

There was no official report from the recent September Fire Safe Focus Group, though Mr Thomas attended the meeting and briefly provided some information that was discussed.

Laura again expressed her concern regarding burn piles on Rancho Marino, and the possible harm that could be done to young trees such as occurred in the Leimert area. Reserve Director Seydel confirmed that the burning of piles will be done by professionals during the rainy season.

FFRP Executive Director Kitty Connolly began her report by stating that the long anticipated linking Boardwalk would be finished today, and be available to walk on this weekend. Kitty expressed real enthusiasm she would be the first person to walk the Boardwalk this afternoon. The official dedication will be on Saturday, October 26 at 10AM. Reservations are requested. The Forest Health Grant being sought by FFRP and involving various agencies is moving forward, including an MOU that relates to the hopefully cooperative nature of the project.

Donnie Morgan provided an update on Greenspace matters. She stated Executive Director Argano would be meeting with San Simeon State Parks representatives in about 10 days to determine the date for the November tree planting, as well as discussing planting native plant seeds for understory. Donnie speculated that if the site for the trees is a new one that understory plating would be allowed, but if the tree plantings were located where other trees already exist planting understory would likely not be allowed. Needless to say the goal of Greenspace is to create a forest, not a tree farm. Donnie is also happy to report they are working with the California Native Plant Society, and that some of their plants would be put on the Greenspace property at Wilton Drive across from Pocahontas Park where the memorial benches and tables are. Ms Argano will be meeting with someone from the NPS to determine how the project will proceed. Also, someone has donated

native oaks that are being considered for planting, as they're were many more in the past. The Cambria Nursery is selling Monterey Pine seedlings supplied by Greenspace, and sales are going well. Greenspace is also beginning to work on a Strawberry Canyon Master Plan that will the main focus for 2025, just as the Creekside Reserve was the signature project for 2023-24. Greenspace is also working with the County to get permits to expand the native plant garden at the Reserve, as well as creating a Donor Wall to acknowledge folks who have contributed to Greenspace. Recent communication with Supervisor Bruce Gibson and his staff regarding work required at the entrance to Strawberry Canyon has been quite hopeful in addressing this problem with the County as to who is responsible for repairing and maintaining the culvert. Donnie also reminded us that author, artist, designer and naturalist Obi Kaufman will be giving a presentation on Sunday, October 20th at 5PM at St Paul's Episcopal Church on Eton Road. Reservations are requested, as is a donation of \$10, with snacks and a reception afterward. Finally, the moving figure Greenspace Sam which won the Blue Ribbon in the Pinedorado Parade is presently in the Scarecrow Festival digging and planting 24/7 via solar power at the corner of Main St and Cambria Drive. How cool is this!

Rancho Marino Reserve Director Keith Seydel was happy to report that the forest management/fuel reduction project that began months ago in the interior of Rancho Marino will be finished this week, something for which everyone was grateful.

There were no reports from The Land Conservancy of San Luis Obispo or the Upper Salinas-Las Tablas Resource Conservation District.

Crosby then referenced the American Forests Article on Reforestation that, while mainly focused on the southern Sierra's, was still applicable to our area regarding replanting, as we of course wish for the number of trees in our area to be increasing rather than not. Funding for projects such as these was briefly mentioned. Crosby also alluded to the severity of fires, such as how low severity fires could actually be beneficial to the forest, while high severity fires could not only do serious harm to the wooded areas, but also be destructive to seeds and topsoil. He mentioned most fires are a combination of low and high severity. There are areas where reforestation is taking place, and the focus is on not cutting down healthy trees. The article also highlights the fact that forests need help from we humans to survive, especially the collecting of seeds for replanting.

The meeting was adjourned at 10:53AM.

The next Cambria Forest Committee meeting is scheduled for Friday, November 15th at 10AM via Zoom.

This summary was written and submitted by CCSD Director and CFC liaison Harry Farmer.