

AGREEMENT FOR CONSULTANT SERVICES
Stuart Street Water Tank Replacement Project
MKN & ASSOCIATES, INC. (2024MKN-01)

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of January 11, 2024, between **MKN & 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 January 11, 2024, and shall remain and continue in effect until May 31, 2025, or 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 26, 2023 (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. Michael Kielborn shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant the not to exceed amount of \$185,273 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)

2024MKN-01

Page 2 of 13

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 delegate 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;

2024MKN-01

Page 3 of 13

(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) Indemnification for Professional Liability. 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

2024MKN-01

Page 4 of 13

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) Indemnification for Other Than Professional Liability. 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) Indemnification for Design Professional Services. 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 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

2024MKN-01

Page 5 of 13

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**

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

2024MKN-01

Page 6 of 13

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

Copy to: Timothy J. Carmel
Carmel & Naccasha, LLP
694 Santa Rosa Street
San Luis Obispo, CA 93401

To Consultant: MKN & Associates, Inc
Attn: Jon Hanlon
354 Pacific Street
San Luis Obispo, CA 93401

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.

2024MKN-01

Page 7 of 13

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**

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 shall be in writing and shall be made only with the mutual written consent of all the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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.

2024MKN-01

Page 8 of 13

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

MKN & ASSOCIATES, INC.

DocuSigned by:

Matthew McElhenie

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Matthew McElhenie, General Manager

DocuSigned by:

Eileen Shields

4DE58927AE27460...

By: Eileen Shields, PE

Its: Vice President

ATTEST:

DocuSigned by:

Haley Dodson

27CDBD8EE42E4C4...

Haley Dodson, Confidential Administrative
Assistant

Approved as to Form:

DocuSigned by:

Timothy Carmel

B64D40A50AA141E...

Timothy J. Carmel, District Counsel

2024MKN-01
Page 9 of 13

EXHIBIT A
CONSULTANT'S PROPOSAL

2024MKN-01

Page 10 of 13

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:

2024MKN-01

Page 11 of 13

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.

2024MKN-01

Page 12 of 13

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

2024MKN-01

Page 13 of 13

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 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.



MKN & Associates, Inc.
354 Pacific Street
San Luis Obispo, CA 93401

October 26, 2023

James Green
Water Systems Superintendent
Cambria Community Services District
Delivered electronically – jgreen@cambriacsd.org

RE: Proposal for Stuart Street Tanks Replacement Project – Revision 1

Dear Mr. Green,

MKN & Associates, Inc. (MKN) is pleased to submit this proposal for the Cambria Community Services District (District) Stuart Street Tanks Replacement Project. Included in this proposal is our proposed scope and fee based on our understanding of the project.

Project Background

The District has requested that MKN provide engineering design and bid/construction phase services for the replacement of both Tank No. 1 and Tank No. 2 at the Stuart Street Tank Facility. The existing bolted steel distribution storage tanks were constructed in 1992 and are located in the residential area of Lodge Hill on Stuart Street in the unincorporated community of Cambria in San Luis Obispo County.

The District has previously considered project alternatives including the construction of a new 486,000 gallon tank and construction of a new 735,000 gallon tank at the Stuart Street Tank Site. In 2011, the District adopted an Initial Study – Mitigated Negative Declaration (IN-MND) to comply with California Environmental Quality Act (CEQA) for these alternatives. The 2011 IS-MND identified potentially significant but mitigable impacts to aesthetics, air quality, biological resources, and noise. The construction of either larger tank alternative has not been pursued further, and the District is now pursuing the replacement of both existing tanks in kind to match existing storage capacities. It is possible that an Addendum to the 2011 IN-MND can satisfy CEQA requirements for the replacement of both tanks.

While the District has secured funding through the USEPA Community Project Funding Grants program, environmental impacts must be considered under the National Environmental Policy Act (NEPA). Further evaluation is required to determine whether the project qualifies for a USEPA Categorical Exclusion (CATEX), including the evaluation of potential impacts of biological and cultural resources.

Both tanks are located in the Coastal Zone. As a result, unless appealed, the County of San Luis Obispo (County) will have Coastal Development Permit (CDP) authority over the project. Further evaluation will be required to determine whether the project can qualify for a CDP permit exemption.

The District has expressed preference for bolted tanks to match the existing tanks. Tank No. 1 has a storage capacity of 212,000 gallons and diameter of 40 feet. Tank No. 2 has a storage capacity of 125,000 gallons and a diameter of 30 feet. Both tanks are 24 feet tall and currently provide 1 foot of freeboard, with the overflow at 23 feet. Based on our preliminary review, 1 foot of freeboard will not meet current AWWA requirements for seismic activity, and the new tanks will require an increased height of 3 to 4 feet to maintain the existing storage capacity. Depending on the condition of the existing tank foundations, it may be possible to reuse the



existing foundation(s) with the new tanks; further investigation will be required to determine whether this is feasible or if new foundation(s) are required. To minimize impacts to operational and emergency storage during construction, each tank will be demolished and replaced sequentially during the off-season, where consumption is historically lower and risk of fire is reduced.

Scope of Work

The following scope of work is provided for replacement of both tanks with similarly sized, bolted steel tanks.

Task Group 100 – Project Management and QA/QC, and Meetings

Task 101 – Project Management, QA/QC, and Meetings

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, coordination with subconsultants, and coordination with the District. MKN's Project Manager will review the status of budget, schedule, and relevant project issues with the District on a bi-weekly basis via email or phone. MKN will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

Task 102 – Meetings

MKN has included four (4) meetings as part of this scope of services. The following meetings are included:

- Kick Off Meeting and Site Visit
- Environmental Permitting Meeting
- Thirty Percent (30%) Design Review Meeting
- Ninety Percent (90%) Design Review Meeting

Deliverables: Meeting Agendas/Meeting Minutes (4 total).

Task 103 – Data Review

MKN will review record drawings, topographic survey, tank operation data, and permitting requirements.

Deliverables: Data Request

Task Group 200 – Preliminary Engineering

Task 201 – Topographic Survey

MKN's surveying subconsultant, MBS, will visit the project site and produce a 1-foot contour map, with planimetric features including footprint of existing structures, surface evidence of utilities, trees (over 6" dia.) with approximate canopies, fencing, edge of pavement, and other items which are visible and present at the time of the survey. The map will be drawn at 1"=10' scale on a 24" by 36" sheet. Further details on MBS's scope are provided in the Appendix.



Deliverables: Topographic Survey sheet in PDF and AutoCAD format

Task 202 – Geotechnical Engineering

MKN's geotechnical subconsultant, Earth Systems (ES), will perform a site reconnaissance to observe and document current site conditions. ES will review information available in the original geotechnical report along with previous field and laboratory data. A geotechnical engineering report will be prepared that includes project site conditions for soil, bedrock, and groundwater conditions, site preparation, grading criteria, foundation recommendations, bearing capacities, seismic criteria, liquefaction potential, and drainage recommendations.

The tank site lies within a designated Geologic Study Area (GSA) as defined by the County of San Luis Obispo. Prior to receiving a building permit, the County's geologist will review the geologic report to evaluate its adequacy in terms of included information, analysis, and conclusions and recommendations. If additional subsurface exploration, analysis, or study is required to address the County geologist's requirements associated with the GSA, additional scope/fee will be required. Further details on Earth System's scope are provided in the Appendix.

Deliverables: Geotechnical Engineering Report

Task Group 300 – Design Phase Services

Tasks 301 - 303 – Preparation of 30%, 90%, and 100% Construction Documents

Following the Project Kickoff Meeting, MKN will proceed with preparation of plans and specifications for the construction of the replacement tanks, piping, impressed current cathodic protection system, and appurtenances. MKN will provide construction plans for District input and review at the 30% completion level. Construction documents including plans, technical specifications, and Engineer's Opinion of Probable Construction Cost will be provided for District input and review at the 90% and 100% completion level.

Deliverables:

- Construction plans at 30%, 90%, and 100% in electronic (PDF) format
- Construction specifications at 90% and 100% in electronic (PDF) format
- Cost opinions at 30%, 90% and 100% in electronic (PDF) format

Task 304 – Structural Engineering

MKN's structural subconsultant, SSG, will prepare structural engineering plans and specifications for the tank foundations and structural elements of the tanks. The tanks will be designed in compliance with AWWA D-103 recommendations. SSG will attend the Project Kickoff Meeting and evaluate the existing foundations to determine whether the existing ring foundation(s) are reusable. If record information on the foundations is not available, it is recommended that the District expose a portion of the foundation using a backhoe or mini-excavator to allow the MKN team to evaluate the existing foundation. If it is determined that the existing foundation(s) are not suitable for reuse, SSG will design new foundation(s) with appropriate anchorage. Further details on SSG's scope are provided in the Appendix.



Task Group 400 – Environmental Permitting

Task 401 – Environmental Permitting

MKN's environmental permitting subconsultant, Rincon, will evaluate the CEQA, NEPA, and CDP permitting requirements associated with the project. Rincon will host a kickoff meeting with MKN and the District and will be available for additional coordination calls as needed. Rincon will prepare an Addendum to the IS-MND previously obtained by the District in 2011. The Addendum will include evaluation of air quality and greenhouse gas emissions, energy, noise, and biological resources.

Rincon will ensure that the District meets USEPA funding award requirements under NEPA, which will include the preparation of a biological resources memorandum and cultural resources memorandum, in compliance with the NEPA Categorical Exclusion Checklist.

Finally, Rincon will prepare a pre-application package for exemption from a Coastal Development Permit. If the County determines a CDP exemption is not appropriate, Rincon can provide permitting assistance related to the acquisition of a regular CDP for the proposed project for additional fee. Additional details on Rincon's scope are provided in the Appendix.

Deliverables:

- Addendum to 2011 IS-MND – CEQA Compliance
- Biological Resources Memorandum – NEPA Compliance
- Cultural Resources Memorandum – NEPA Compliance
- Pre-application package for CDP Exemption

Task Group 500 – Bid and Construction Phase Services

Upon final District approval of project plans and specifications, MKN will provide the following support services during the bid and construction phases:

Task 501 – Bid Phase Support

MKN's Project Manager will attend the bidders' conferences for the Project, prepare notes, log questions from bidders, and prepare up to three addenda, if necessary. MKN will also assist the District in tabulating and comparing the bids, and evaluating bidder qualifications, based on financial and reference checks. It is assumed that the District will advertise for bids, reproduce and distribute contract documents to prospective bidders, maintain a list of bidders, and host the bidders' conference.

Task 502 – Construction Coordination Meetings

MKN will attend the pre-construction meeting for the Project. MKN will also attend construction meetings with the Contractor, subcontractors, and District staff. Attendance at up to five (5) meetings is anticipated.

Task 503 – Requests for Information

MKN will review, coordinate with District staff and respond to Contractor's Requests for Information (RFIs). Up to two (2) RFIs are anticipated.



Exhibit A

Cambria Community Services District
 Proposal for Stuart Street Tanks Replacement Project
 October 2023

Task 504 – Submittal Review

MKN will review technical submittals provided by Contractor. Submittals will be reviewed for general conformance to the Contract Documents. Subsequent to Engineer's review, MKN will return the submittal to the Contractor. MKN will maintain a log of shop drawings that have been submitted, and the disposition. Up to fifteen (15) total shop drawing submittals and resubmittal reviews are anticipated.

Task 505 – Record Drawings

MKN will prepare construction record drawings based on redline markups by the Contractor.

Fee Estimate

MKN proposes to complete this work on a time and materials basis with a total budget not to exceed \$185,273 based on the 2024 MKN rate schedule and estimated level of effort (attached). A summary of level of effort for the project is provided in **Table A**.

Table A. Fee Summary	
Preliminary Engineering	\$6,655
Design	\$98,355
Environmental Permitting	\$61,523
Bid and Construction Phase	\$18,740
Total Budget	\$185,273

Schedule

The anticipated schedule for the project is included in **Table B**.

Table B. Anticipated Project Schedule	
Deliverable	Duration
30% Construction Documents	16 Weeks from Kickoff
90% Construction Documents	8 Weeks from Receipt of 30% Comments
100% Construction Documents	4 Weeks from Receipt of 90% Comments

We would like to express our thanks to the District for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is (805) 440-4380 and email is jhanlon@mknassociates.us.

Sincerely,

Jon Hanlon, PE
 Principal Engineer



Exhibit A

Cambria Community Services District
Proposal for Stuart Street Tanks Replacement Project
October 2023

Enclosures:

- Rate Schedule
- Level of Effort
- Scope of Work: Rincon, MBS, Earth Systems, SSG

Cambria Community Services District
Exhibit A
Stuart Street Tanks Replacement



	Principal Engineer	Senior Project Engineer	Assistant Engineer II	Senior Design Technician/Drafter	Total Hours (MKN)	Labor (MKN)	Survey (MBS)	Geotechnical Engineering (Earth Systems)	Structural Engineering (SSG)	Environmental Permitting (Rincon)	Non-Labor Costs	Total Fee
Hourly Rates	245	210	155	170								
Task Group 100 – Project Management, Meetings and QA/QC												
Task 101 – Project Management and QA/QC	16	8	4		28	\$6,220	\$ -	\$ -	\$ -	\$ -	\$0	\$ 6,220
Task 102 – Meetings and Kickoff Site Visit (4)	6		8		14	\$2,710	\$ -	\$ -	\$ -	\$ -	\$0	\$ 2,710
Task 103 – Data Review	2	2	8		12	\$2,150	\$ -	\$ -	\$ -	\$ -	\$0	\$ 2,150
Subtotal	24	10	20	0	54	\$ 11,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,080
Task Group 200 – Preliminary Engineering												
Task 201 – Topographic Survey (MBS)					0	\$ -	\$ 3,740	\$ -	\$ -	\$ -	\$3,740	\$ 3,740
Task 205 – Geotechnical Engineering (Earth Systems)					0	\$ -	\$ -	\$ 2,915	\$ -	\$ -	\$2,915	\$ 2,915
Subtotal	0	0	0	0	0	\$ -	\$ 3,740	\$ 2,915	\$ -	\$ -	\$ 6,655	\$ 6,655
Task Group 300 – Design Phase Services												
Task 301 – 30% Plans	6	16	32	40	94	\$16,590	\$ -	\$ -	\$ -	\$ -	\$0	\$ 16,590
30% Specifications	4	8	32		44	\$7,620	\$ -	\$ -	\$ -	\$ -	\$0	\$ 7,620
Task 302 – 90% Plans	8	24	70	40	142	\$24,650	\$ -	\$ -	\$ -	\$ -	\$0	\$ 24,650
90% Specifications	4	8	40		52	\$8,860	\$ -	\$ -	\$ -	\$ -	\$0	\$ 8,860
Task 303 – 100% Plans	4	8	24	20	56	\$9,780	\$ -	\$ -	\$ -	\$ -	\$0	\$ 9,780
100% Specifications	2	8	16		26	\$4,650	\$ -	\$ -	\$ -	\$ -	\$0	\$ 4,650
Task 304 – Structural Engineering (SSG)					0	\$ -	\$ -	\$ -	\$ 15,125	\$ -	\$15,125	\$ 15,125
Subtotal	28	72	214	100	414	\$ 72,150	\$ -	\$ -	\$ 15,125	\$ -	\$ 15,125	\$ 87,275
Task Group 400 – Environmental Permitting												
Task 401 – Environmental Permitting (Rincon)					0	\$ -	\$ -	\$ -	\$ -	\$ 61,523	\$61,523	\$ 61,523
Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ 61,523	\$ 61,523	\$ 61,523
Task Group 500 – Bid and Construction Phase Services												
Task 501 – Bid Phase Support		4	4		8	\$1,460	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 2,835
Task 502 – Construction Coordination Meetings (5)		5			5	\$1,050	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 2,425
Task 503 – Requests for Information (2)		2	2		4	\$730	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 2,105
Task 504 – Submittal Review (15 total)		12	24		36	\$6,240	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 7,615
Task 505 – Record Drawings		2	4	16	22	\$3,760	\$ -	\$ -	\$ -	\$ -	\$0	\$ 3,760
Subtotal	0	25	34	16	75	\$ 13,240	\$ -	\$ -	\$ 5,500	\$ -	\$ 5,500	\$ 18,740
TOTAL BUDGET	52	107	268	116	543	\$96,470	\$ 3,740	\$ 2,915	\$ 20,625	\$ 61,523	\$ 88,803	\$ 185,273



2024 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$110
	Strategic Communications Coordinator	\$115
	Strategic Communications Specialist	\$140
Designers and Technicians	CAD Technician I	\$130
	CAD Design Technician II	\$150
	Senior Designer	\$170
Planning	GIS Specialist	\$165
	Planner I	\$185
	Planner II	\$195
	Senior Planner	\$205
Engineers	Engineering Technician	\$100
	Assistant Engineer I	\$135
	Assistant Engineer II	\$155
	Project Engineer I	\$180
	Project Engineer II	\$195
	Senior Engineer I	\$210
	Senior Engineer II	\$220
	Senior Engineer III	\$235
Principal Engineer	\$245	
Project Management	Project Manager	\$220
	Senior Project Manager	\$254
	Project Director	\$275
	Senior Project Director	\$295
Construction Management Services	Scheduler	\$170
	Construction Inspector	\$190
	Assistant Resident Engineer	\$190
	Resident Engineer	\$202
	Construction Manager	\$220
	Principal Construction Manager	\$259

The foregoing Billing Rate Schedule is effective through December 31, 2024 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate

**Rincon Consultants, Inc.**

1530 Monterey Street Suite D
San Luis Obispo, California 93401
805-547-0900

October 6, 2023
Rincon Project No. 23-15239

Jon Hanlon, Principal Engineer, PE
MKN & Associates
354 Pacific Street
San Luis Obispo, California 93401
Via email: jhanlon@mknassociates.us

Subject: Proposal to Provide Environmental Consulting Services for the Cambria Community Services District Stuart Street Water Tanks Project, San Luis Obispo County, California

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal to MKN & Associates (MKN) for environmental consulting services for the Cambria Community Services District's (CSD) Stuart Street Water Tanks Project (herein referred to as the "proposed project" or "modified project"). The following proposal describes our understanding of the project, our proposed approach, a schedule for completion of the project, and our cost proposal for the assignment.

Background

Cambria CSD is planning to replace two existing water storage tanks on Stuart Street: one 212,000-gallon bolted steel tank and one 125,000-gallon bolted steel tank. The tanks were originally constructed in 1992. The tanks will be replaced "in kind" with new bolted steel tanks of the same volume. Current code requires the tank roof be three to four feet higher than the existing tank heights (24 feet). The tanks are located in a residential area at 1975 Stuart Street (Assessor's Parcel Number 024-142-043) in the unincorporated community of Cambria in San Luis Obispo County. The project site is located in the Coastal Zone, but not within the appeal zone or the California Coastal Commission's (CCC) original jurisdiction.

In the mid-2000s, Cambria CSD explored a number of alternatives for replacing the Stuart Street tanks. Rincon understands that in 2011, Cambria CSD adopted a California Environmental Quality Act (CEQA) Initial Study – Mitigated Negative Declaration (IS-MND) for the "Stuart Street & Fiscalini Tank Sites Storage Project." The 2011 IS-MND analyzed two project alternatives: Alternative 1 involved construction of a new 486,000-gallon water tank at the existing Stuart Street Tank Site, and Alternative 2 involved relocation of the existing 125,000-gallon water tank from the Stuart Street Tank Site to the Fiscalini Tank Site, and construction of a new 735,000-gallon replacement water tank at the Stuart Street Tank Site. The 2011 IS-MND identified potentially significant but mitigable impacts to aesthetics, air quality, biological resources, and noise.

We understand Cambria CSD has secured funding from the United States Environmental Protection Agency (USEPA) Community Project Funding grants program.

Scope of Work

Rincon assumes Cambria CSD will provide a copy of the Final IS-MND for the Stuart Street & Fiscalini Tank Sites Storage Project prior to initiation of CEQA analysis. We reserve the right to revise the following scope if the Final IS-MND is substantially different than the Public Draft IS-MND provided to Rincon to inform this scope of work.



Exhibit A

MKN & Associates

Cambria Community Services District Stuart Street Water Tanks Project

Task 1 Project Management

Project management tasks include in-house management of Rincon staff during the course of this scope of work, responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, and other similar tasks. Within five days of Notice to Proceed, Rincon will schedule a kickoff meeting with MKN and Cambria CSD, which will consist of a one-hour conference call to confirm project details, review the proposed deliverable schedule for the project, share and discuss preliminary data requests, and establish a communication protocol. It is anticipated that up to three additional coordination calls (estimated at 30 minutes each) with Cambria CSD and MKN will occur to ensure regular communication and status updates.

Task 2 IS-MND Addendum

In 2011, Cambria CSD adopted an IS-MND for a previous iteration of the project (herein referred to as “previously approved project”), identifying potentially significant but mitigable impacts to aesthetics, air quality, biological resources, and noise. Based on the current proposed design details (“modified project”), we anticipate the appropriate CEQA pathway to be an Addendum to the 2011 IS-MND. An Addendum is the appropriate document when minor technical changes are proposed and when such changes would not result in additional significant environmental effects beyond those already identified in the earlier environmental document. An Addendum need not be circulated for public review.

The Addendum will compare the impacts of the modified project to those of the previously approved project as described in the Final IS-MND. It is presumed that the analysis will find that the modified project will not have new significant environmental effects and will not increase the severity of previously identified significant environmental effects. If this turns out not to be the case, we will notify MKN and Cambria CSD immediately to discuss an appropriate course of action.

The Addendum will specifically focus on evaluating the impacts on those environmental resources that would be potentially affected by the proposed design changes, which are anticipated to be air quality, energy, greenhouse gas emissions, and transportation due to the extended construction schedule and increased number of material deliveries. The potential for the modified project to result in additional environmental effects will be discussed generally for each issue area analyzed in the 2011 IS-MND. In addition, the analysis will briefly discuss the issues of energy, tribal cultural resources, transportation, and wildfire, which are topics that were added to or modified in the CEQA Guidelines Appendix G checklist after adoption of the 2011 IS-MND.

Task 2.1 Air Quality and Greenhouse Gas Emissions Addendum Sections

Rincon will use the recommended methodologies outlined in the San Luis Obispo County Air Pollution Control District (SLOAPCD) CEQA Air Quality Handbook to prepare the air quality and greenhouse gas (GHG) emissions analysis for the modified project. Since publication of the 2011 IS-MND, SLOAPCD has updated its recommended criteria air pollutant and GHG significance thresholds. Rincon will model the modified project’s construction air pollutant and GHG emissions using the latest version of California Emissions Estimator Model (CalEEMod) and compare with the latest SLOAPCD thresholds. Long-term air pollutant and GHG emissions are anticipated to be minimal and will be evaluated qualitatively in comparison to the 2011 IS-MND. Mitigation measures from the 2011 IS-MND will be applied to the modified project, where appropriate. SLOAPCD does not have quantified thresholds of significance for construction GHG emissions. Therefore, impacts from the modified project’s construction GHG emissions will be addressed qualitatively in comparison to the 2011 IS-MND. Operational GHG emissions are anticipated to be minimal and will also be addressed qualitatively.



Task 2.2 Energy Addendum Section

Since the 2011 IS-MND was adopted, the CEQA Guidelines Appendix G Checklist was revised to include energy as a standalone resource category. To address potential energy impacts, Rincon will quantitatively estimate project-related energy consumption and prepare an analysis to be incorporated into the addendum. Rincon will estimate construction fuel consumption based on the construction scenario modeled in CalEEMod as part of the air quality analysis. The quantitative estimates of construction energy needs in addition to the project's compliance with energy efficiency regulations will be used to assess whether the project's energy use would be considered wasteful, inefficient, or an unnecessary consumption of energy. Long-term energy use is anticipated to be minimal and will be evaluated qualitatively. This section will address consistency of the modified project with applicable plans for renewable energy and energy efficiency, if any.

Task 2.3 Noise Addendum Section

Consistent with the analysis in the 2011 IS-MND, the noise analysis in the Addendum will be conducted in accordance with County of San Luis Obispo guidelines, standards, and ordinances. The noise analysis will examine both temporary construction noise, traffic noise, and long-term operational noise. Ambient noise measurements are not proposed. The noise analysis will qualitatively compare construction noise impacts from the modified project to the previously approved project. In addition, long-term noise impacts are anticipated to be minimal and will be addressed qualitatively. Mitigation measures from the 2011 IS-MND will be applied to the modified project, where appropriate.

Task 2.4 Other Addendum Sections

Under this task, Rincon will prepare the other Addendum sections. Rincon will utilize species lists obtained in Task 3.2, Biological Resources Memorandum, as well as the site visit outlined in Task 3.2 to inform the Biological Resources section of the Addendum. Rincon will also update the Cultural Resources Assessment Report to reflect the proposed design changes.

Rincon will complete a Notice of Determination (NOD) form for filing with the County Clerk's office upon certification of the document and project approval. Rincon will file the NOD with the County Clerk and the State Clearinghouse. It is assumed Cambria CSD will be responsible for payment of the filing fees.

Assumptions:

- MKN and/or Cambria CSD will provide digital versions (e.g., AutoCAD, GIS, or Google Earth files) of defined project impact areas that include work limits (including construction staging areas) and a description of proposed work, including estimated maximum depth of disturbance.
- The IS-MND Addendum analysis will be supported by the technical studies prepared under Tasks 3.2 and 3.3.
- No paleontological field survey, fossils records search, or noise measurements will be conducted.
- The transportation analysis for the IS-MND will utilize construction traffic estimates provided by MKN along with standard construction traffic control measures. Additional traffic modeling will not be conducted as part of this scope of work.
- Computerized modeling to characterize hydrology, drainage patterns, and other existing physical conditions will not be conducted as part of the project. Rather, existing information including previously prepared maps and models will be utilized to the extent feasible.
- Rincon will submit an electronic version of the IS-MND Addendum to Cambria CSD and MKN for review. One round of consolidated comments from MKN and one round of consolidated comments from Cambria CSD will be addressed (two rounds of revisions in total) before finalizing the IS-MND



Exhibit A

MKN & Associates

Cambria Community Services District Stuart Street Water Tanks Project

Addendum. Rincon will then provide electronic versions of the finalized document for Cambria CSD approval.

- The IS-MND Addendum will not be circulated for public comment.
- This scope does not include digital accessibility compliance for project documents. No hard copies will be required.
- Rincon's attendance at public hearings/meetings for the project will not be required.

Task 3 NEPA Documentation

We understand Cambria CSD has secured funding through the USEPA Community Project Funding grants program. The National Environmental Policy Act (NEPA) requires evaluation of how federal actions, including funding approvals, may affect the quality of the environment. Under NEPA, environmental impacts must be considered before USEPA can grant a funding award.

The USEPA Categorical Exclusion (CATEX) Checklist provides information on assessing whether a project may be considered for a CATEX. Per 40 Code of Federal Regulations Part 6 Subpart B, the following applicable category of proposed actions may be categorically excluded if the proposed action does not involve any extraordinary circumstances:

“(ii) Actions relating to existing infrastructure systems (such as sewer systems; drinking water supply systems; and stormwater systems, including combined sewer overflow systems) that involve minor upgrading, or minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and system components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems) or construction of new minor ancillary facilities adjacent to or on the same property as existing facilities. This category does not include actions that: involve new or relocated discharges to surface or ground water; will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water; will provide capacity to serve a population 30% greater than the existing population; are not supported by the state, or other regional growth plan or strategy; or directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purposes of future development.”

Ultimately, USEPA makes CATEX determinations based on its own regulations. Funding applicants can provide environmental information to inform and support USEPA's CATEX determination process. USEPA will independently review the information provided and determine whether a project is eligible for a CATEX.

Task 3.1 Biological Resources Memorandum

We understand a Biological Constraints Analysis was prepared in 2007 by Bonterra. Due to the age of the report, we anticipate USEPA will require updated database queries and an updated reconnaissance site visit to inform the NEPA determination. While we will take into account the 2007 Biological Constraints Analysis, Rincon will also conduct an updated analysis to assess the site for special status biological resources potentially present on or adjacent to the project site and provide the results of the analysis in a brief technical memorandum. Special status biological resources for the purposes of the CATEX documentation are those that are relevant to federal laws and regulations, such as but not limited to federally listed species and their critical habitat, federal wetlands and waters of United States, and compliance with the Migratory Bird Treaty Act.

Rincon will request an updated official species list through the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation database species list and will review the USFWS



Exhibit A

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Cambria Community Services District Stuart Street Water Tanks Project

Critical Habitat Portal. Additionally, we will query the California Department of Fish and Wildlife California Natural Diversity Database and the California Native Plant Society Inventory of Rare and Endangered Vascular Plants of California databases for federally listed wildlife and plant occurrences in the *Cambria, California* United States Geological Survey 7.5-minute quadrangle as well as the surrounding quadrangles. Following the database queries, we will conduct a reconnaissance site visit to verify existing conditions have not changed since preparation of the 2007 Biological Constraints Analysis. We will also use existing data sources, such as aerial photographs, soil surveys, and topographic maps, to determine the habitat conditions on the site.

The technical memorandum will include figures depicting the project site, habitats within the project site, and federally protected resources, if present. Based on preliminary review, federally protected resources are likely to be limited to nesting birds protected by the Migratory Bird Treaty Act.

Rincon will provide a draft of the technical memorandum, which includes the results of the database queries, reconnaissance visit, and assessment of project effects.

Assumptions:

- Cambria CSD will provide full right-of-entry to all portions of the project site in written format at Notice to Proceed. Rincon will have safe access, and no access issues will be encountered during fieldwork. Rincon is not responsible for delays due to weather, site conditions (e.g., prohibited access, flooding, fire, safety), or other conditions outside of Rincon's control.
- The identification of potential special-status species habitat is based on a suitability analysis level only and does not include definitive surveys for the presence or absence of the species which may be present. Definitive surveys for special-status plant and wildlife species generally require specific survey protocols requiring extensive field survey time to be conducted only at certain times of the year. If such surveys are necessary, a separate scope and cost estimate can be provided.
- Preparation of permit applications or technical studies related to species listed under the federal and/or state Endangered Species Acts or jurisdictional waters is not included in this scope of work. If it is determined that listed species or jurisdictional waters would be affected by the project, the appropriate additional permit application(s) and technical studies can be prepared under a separate scope and cost.
- The reconnaissance site visit, including travel time and preparation, can be completed by one biologist in a single 8-hour day.
- Rincon will address one round of consolidated comments on the technical memorandum from MKN and one round of consolidated comments from Cambria CSD.
- Consultation support with USFWS and coordination with the USEPA regarding biological resources is not included.
- The memorandum will be submitted in electronic format; no hard copies will be provided.

Task 3.2 Cultural Resources Memorandum

Because Cambria CSD has secured federal funding through USEPA's Community Project Funding grants program, the project is subject to Section 106 of the National Historic Preservation Act (Section 106; NHPA) review with the USEPA as the lead federal agency.

A desktop review indicates the project site is bounded by a residential development, with seven residences located immediately adjacent to (within 100 feet of) the existing water tanks. Of these seven residences, five were constructed in the early- to mid-1980s and do not meet the 45- and 50-year age thresholds for consideration as historical resources and historic properties pursuant to CEQA and Section 106, respectively. The remaining two structures were built in the early 1960s and do meet the age thresholds for consideration as historical resources and historic properties. However, the



Exhibit A

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Cambria Community Services District Stuart Street Water Tanks Project

project, which would replace existing water tanks with new water tanks, would not directly alter or damage the two residences and would not introduce visual elements that would result in indirect visual effects/impacts. Therefore, Rincon assumes the two residences will not require documentation or evaluation.

Rincon reviewed the cultural resources assessment report prepared in 2007 to support the project's 2011 IS-MND. The report summarizes the methods and results of a records search and pedestrian survey. Given the report is over 15 years old and addresses only CEQA requirements, Rincon recommends a new cultural resources assessment complying with both CEQA and Section 106 be prepared to assess the current conditions of the project site and satisfy USEPA requirements.

The following scope of work outlines the tasks to be completed as part of a CEQA- and Section 106-compliant cultural resources assessment to support the IS-MND Addendum and USEPA's Section 106 needs.

Area of Potential Effects Map Delineation

In accordance with the regulations of 36 Code of Federal Regulations 800.16(d), Rincon will delineate an Area of Potential Effects (APE) for the project. The APE will encompass resources in the vicinity of the project site, if present, that have the potential for historic significance, should be evaluated for National Register of Historic Places (NRHP) eligibility, and may be directly or indirectly affected by the undertaking. Rincon assumes the APE will include the parcel in which the existing water tanks are located, as well as staging areas and the boundaries of any known cultural resources overlapping or immediately adjacent to the project footprint.

Cultural Resources Records Search

Rincon will request a records search through the California Historical Resources Information System (CHRIS) Central Coast Information Center (CCIC), which will encompass the APE and a 0.5-mile radius around it. The purpose of the records search is to identify previously recorded cultural resources and previous studies overlapping or in the vicinity of the APE. In addition, Rincon will examine the following databases of known cultural resources to identify historic properties with the potential to be affected by the project: NRHP, California Register of Historical Resources, Built Environment Resources Directory, Archaeological Determinations of Eligibility, and California Historical Landmarks lists.

Sacred Lands File Request and Native American Outreach

Under this task, Rincon will contact the California Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search and a list of Native American contacts. The SLF search will indicate whether cultural resources of interest to Native Americans are present within the vicinity of the APE. The NAHC will provide a list of Native American contacts culturally affiliated with the APE's vicinity. The timeline associated with NAHC SLF search requests is out of Rincon's control; these requests are typically completed within four to six weeks. This task does not constitute Native American consultation under Section 106. Formal Section 106 consultation will be conducted by USEPA. Rincon assumes Cambria CSD and USEPA will not require Section 106 outreach to be conducted by Rincon unless a change order is authorized.

Cultural Resource Survey

Upon completion of the records search, Rincon will conduct a cultural resources survey of the APE, which is anticipated to be primarily comprised of paved or otherwise developed surfaces. The purpose of the survey will be to characterize the APE's current condition and examine any unpaved visible ground surfaces within the APE to assess the presence of archaeological resources. For the purposes of this scope and cost, Rincon assumes the survey will be negative for cultural resources. Should



Exhibit A

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Cambria Community Services District Stuart Street Water Tanks Project

cultural resources be identified during the survey, work associated with their documentation and assessment may be completed under a separate scope and cost.

Cultural Resources Assessment Report

Upon completion of the tasks outlined above, Rincon will prepare a letter report summarizing the methods and results of the records searches, outreach, and pedestrian survey. Rincon assumes USEPA will accept a letter report format technical document for a negative study. The letter report will also include a review of historical maps and aerial photographs, as well as geologic and soils maps to provide an assessment of the APE's subsurface archaeological sensitivity. Rincon will conduct a limited quantitative assessment of whether the project's vibration-generating construction activities would potentially impact the adjacent historic-age buildings or structures using standard vibration screening distances. The letter report will be prepared in compliance with CEQA and Section 106 of the NHPA and will identify whether a CATEX is the appropriate NEPA pathway from a cultural resources perspective based on the project's potential to cause an adverse effect to historic properties.

For the purposes of this proposal, Rincon assumes USEPA will not object to a joint Section 106/CEQA letter report. A separate scope and cost will be submitted should USEPA object to CEQA references in the letter report. Rincon will provide a draft copy of the letter report to MKN for review and comment. Rincon will then provide a draft copy of the letter report to Cambria CSD for review and comment. Rincon assumes one round of consolidated comments from MKN and one round from Cambria CSD will be addressed (two rounds of revisions in total) before finalizing the report.

State Historic Preservation Officer Concurrence Letter

Based on the findings of the Section 106 Cultural Resources Assessment prepared, Rincon will draft a consultation letter on behalf of Cambria CSD for submittal to the California SHPO, using the template format provided by USEPA.

Assumptions:

- MKN will provide project GIS data in the form of GIS files for the development of the APE map.
- The APE's horizontal extent will include the parcels in which the water tanks are located as well as any adjacent staging areas. The two adjacent historic-age buildings will not be subject to effects/impacts and, therefore, will not be incorporated into the APE.
- The APE's vertical extent will include the maximum height of the water tanks as well as the maximum depth of excavation.
- Cambria CSD will provide full right-of-entry to all portions of the project site in written format at Notice to Proceed. Rincon will have safe access, and no access issues will be encountered during fieldwork. Rincon is not responsible for delays due to weather, site conditions (e.g., prohibited access, flooding, fire, safety), or other conditions outside of Rincon's control.
- The direct cost for the CHRIS records search will not exceed \$800. The timeline associated with CHRIS records search requests is out of Rincon's control; these requests are typically completed within two to four weeks.
- The NAHC will provide the SLF search results and tribal contact list within four to six weeks of Rincon's request.
- The Native American and local interested party outreach included in this scope is meant for information gathering purposes and does not constitute formal government-to-government consultation pursuant to Section 106 of the NHPA.
- USEPA will officially contact and follow up with all applicable Native American Tribes for formal Section 106 consultation.



Exhibit A

MKN & Associates

Cambria Community Services District Stuart Street Water Tanks Project

- The project would not introduce new visual elements, and no indirect visual effects/impacts are anticipated.
- No groundborne vibration effects/impacts to the two adjacent historic-age structures are anticipated. However, should vibration-generating construction equipment (e.g., vibratory rollers) be used within the standard vibration screening distances of the historic-age buildings, work associated with more detailed quantitative analysis and development of site-specific mitigation may be conducted under a separate scope and cost.
- The current scope assumes no adjacent built environment resources will require documentation or evaluation. Should built environment resources require documentation and evaluation, the work may be conducted under a separate scope and cost.
- The pedestrian survey will be conducted by one cultural resources specialist in the span of a 6-hour day including travel time.
- No archaeological testing or evaluation will be conducted, and no archaeological artifacts, samples, or specimens will be collected.
- No cultural resources will be identified as a result of the archival research or survey. Should resources be identified, work associated with their documentation and assessment may be conducted under a separate scope and cost.
- Rincon assumes a letter report is an appropriate format to present the methods and results of the cultural resources study. Should it be determined that a full technical report would be a more appropriate format, work associated with the report's preparation may be conducted under a separate scope and cost.
- One round of consolidated comments from MKN and one round from Cambria CSD will be addressed (two rounds of revisions in total) before finalizing the cultural resources letter report.
- Subsequent to submittal of the consultation letter, consultation with SHPO will be handled by Cambria CSD and USEPA with no assistance from Rincon.
- Rincon will address one round of consolidated comments on the SHPO Concurrence Letter from Cambria CSD to be provided in electronic, editable format. We assume revisions based on comments will be minor and will not require substantive changes.
- All deliverables will be provided in electronic format (PDF and/or Word).

Task 3.3 NEPA Categorical Exclusion (CATEX) Checklist

Based on direction provided by Cambria CSD and a review of USEPA's implementing regulations (40 Code of Federal Regulations 6.100-6.406), Rincon anticipates the appropriate level of NEPA documentation will be a CATEX because the project consists of functional replacement with no expansion of capacity for an existing drinking water supply system and will not provide capacity to serve a population 30 percent greater than the existing population or future development. In support of this effort, Rincon will prepare the USEPA's CATEX Checklist for the project and include supporting statements to discuss whether any of the "extraordinary circumstances" listed in 40 Code of Federal Regulations 6.204(b) are applicable to the project.

Assumptions:

- USEPA will determine a CATEX is the appropriate level of NEPA documentation for the proposed project and will not require preparation of an Environmental Assessment or Environmental Impact Statement.
- The CATEX Checklist will be prepared using the 2011 IS-MND, the IS-MND Addendum prepared under Task 2, the results of the Biological Resources and Cultural Resources Memoranda



Exhibit A

MKN & Associates

Cambria Community Services District Stuart Street Water Tanks Project

prepared under Tasks 3.1 and 3.2, and a desktop review of other readily available online resources and documents. No additional fieldwork will be conducted in support of the CATEX Checklist.

- Rincon will address one round of consolidated comments from Cambria CSD to be provided in electronic, editable format. We assume revisions based on comments will be minor and will not require substantive changes.
- The CATEX Checklist will be submitted in electronic format; no hard copies will be provided.

Task 4 Coastal Development Permit

The proposed project is located in the Coastal Zone but outside the retained permit jurisdiction of the CCC. The project is not within the appeal zone or the CCC's original jurisdiction. As a result, the County of San Luis Obispo (County) will have Coastal Development Permit (CDP) authority over the project. Based on our current understanding of the proposed project, it appears the project may qualify for a CDP exemption under the County's regulations for "repair and maintenance" activities, applicable to existing public infrastructure projects, provided certain criteria are met. In order to determine whether the project, in fact, qualifies for such an exemption, Rincon recommends engaging in the County's Pre-Application process. In addition to determining the proper permitting pathway, the Pre-Application will also provide important feedback on application submittal requirements and identify potential ordinance and/or policy concerns if a regular CDP is required.

Task 4.1 Preparation of a Pre-Application Package for CDP Exemption

Rincon will prepare a pre-application package, which will include a summary of the scope of the proposed project and conceptual drawings, and a request for feedback from County staff on whether the project qualifies for a CDP Exemption. The Pre-Application will also seek staff's input on the project's overall consistency with the County's adopted Coastal Plan and ordinance provisions. Additionally, we will request guidance on submittal requirements and processing timelines for the proposed project if it is determined that a regular CDP is required. The specific tasks associated with the Pre-Application process will include:

- **Kick-Off Meeting.** Rincon's Project Manager and one staff member will attend one, 1-hour virtual meeting with MKN and Cambria CSD to discuss the scope and content of Pre-Application-related process.
- **Compile Application Information.** Rincon will prepare the necessary Pre-Application package consistent with the submittal requirements of the San Luis Obispo County. The application will include project description information and conceptual drawings, a summary of the project's consistency with key provisions of the applicable zoning/General Plan designations, and include specific questions, developed in coordination with Cambria CSD, on the applicability of a CDP Exemption and the feasibility of the project should a regular CDP instead be required. Rincon will submit a draft of the application materials to Cambria CSD for review and approval.
- **Pre-Application Meeting Attendance.** Rincon's Project Manager and one staff member will attend a one, 2-hour, virtual meeting with County staff to discuss feedback on the project and the related permit process.
- **Post-Meeting Follow-up.** Rincon's Project Manager and one staff member will attend a one, 1-hour virtual meeting with Cambria CSD to discuss the County's responses to the Pre-Application and project feasibility.
- **CDP Exemption Application.** Rincon will prepare and submit the necessary CDP Exemption application materials, coordinate with County staff on any questions, and respond to requests for additional information. It is assumed the turnaround time to receive the exemption will be approximately 30 days from the date of submittal.



Optional Task 4.2 As-Needed Coastal Development Permitting Assistance

If the County determines a CDP exemption is not appropriate, Rincon will provide permitting assistance related to the acquisition of a regular CDP for the proposed project. The tasks associated with permitting assistance will include the following:

- **Kick-Off Meeting with Cambria CSD Staff.** Rincon's CDP lead staff member and Project Manager will attend one, 1-hour virtual meeting with Cambria CSD staff to discuss CDP application-related items and processes, including construction schedule, construction staging requirements, and public outreach protocol.
- **Obtain and Review Background Information.** Rincon will review the relevant sections of the San Luis Obispo County Local Coastal Program (LCP) to identify relevant development standards and policy directives to identify any potential project inconsistencies. Relevant technical studies, previously issued permits (including County and Coastal Commission), engineering drawings, easement/title documents, and applicable maps will also be reviewed.
- **Compile Application Information.** Rincon will prepare the necessary permit application packages identified from the Pre-Application meeting. The application will include project description information and drawings, information on the project's consistency with the County's LCP, and other related application requirements such as maps/exhibits, mailing list, and the required supporting environmental analysis/mitigation measures. Rincon will submit the applications to Cambria CSD electronically for review and respond to one round of consolidated comments on the application documents.
- **Submit Application and Follow-Up.** Upon review and authorization from Cambria CSD, Rincon will electronically submit the application materials to the County and follow up weekly with staff. Regular check-ins and application tracking will allow any outstanding questions or incompleteness items to be addressed quickly and allow for timely approval of applications. Follow-up activities will include telephone, email, or written correspondence, or meetings with County staff as necessary.
- **Public Hearing Attendance.** As determined necessary, Rincon will attend up to two, two-hour public hearings to answer questions related to the project and related permit process. Rincon will also prepare and deliver presentation materials that summarize the project and the permitting process. For the purposes of this proposal, it is assumed the meetings will be virtual.

Assumptions

- MKN and Cambria CSD will provide all necessary site plans, conceptual drawings, construction information, and other project description details sufficient to compile a thorough project summary.
- Any County fees associated with the Pre-Application will be paid by Cambria CSD.
- Cambria CSD will be responsible for printing and posting any notices required for the project's CDP application.
- Rincon will review and respond up to one (1) incompleteness letter by the County.
- Rincon's scope of work does not include preparation of any stamped/addressed envelopes for CDP noticing that may be required by the County.
- The County will not require preparation of a sea level rise study because the project would involve in-kind replacement.
- Rincon's scope of work does not include any items that are related to potential appeals to the project's CDP.
- Deliverables will be submitted electronically. No hard copies will be provided.



Cost

Exhibit A

MKN & Associates

Cambria Community Services District Stuart Street Water Tanks Project

As shown in [Table 1](#) below, our proposed budget for the scope of work is **\$55,929.60** without Optional Task 4.2: Coastal Development Permitting Assistance included. With Optional Task 4.2: Coastal Development Permitting Assistance included, our proposed budget for the scope of work is **\$72,481.60**.

This cost estimate relies on the following assumptions.

Assumptions:

- This project assumes a schedule of 4 months from NTP and assumes commencement in late 2023 or early 2024. Project delays or extensions to the schedule outside of Rincon's control and beyond this timeframe may require additional budget for project management activities and/or escalation of fees, to be negotiated as needed with the District.
- No changes to the project description will occur after it is provided to Rincon.

Table 1 Cost Summary

Task	Estimated Cost
Task 1 Project Management	\$5,820.00
Task 2 IS-MND Addendum	
Task 2.1 Air Quality and Greenhouse Gas Addendum Sections	\$3,672.00
Task 2.2 Energy Addendum Section	\$1,836.00
Task 2.3 Noise Addendum Section	\$3,090.00
Task 2.4 Other Addendum Sections	\$6,285.00
Task 3 NEPA Documentation	
Task 3.1 Biological Resources Memorandum	\$7,229.00
Task 3.2 Cultural Resources Memorandum	\$15,112.60
Task 3.3 NEPA Categorical Exclusion (CATEX) Checklist	\$6,330.00
Task 4 Coastal Development Permit	
Task 4.1 Preparation of a Pre-Application Package for CDP Exemption	\$6,555.00
Total (without Optional Tasks)	\$55,929.60
Optional Task 4.2 As-Needed Coastal Development Permitting Assistance¹	\$16,552.00
Total (with Optional Task)	\$72,481.60

~~¹This optional task will only be needed if the County determines a GDP Exemption is not appropriate, and a GDP is required for the project.~~

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Amanda Antonelli at 805-947-4864 or aantonelli@rinconconsultants.com or Jennifer Haddow at 805-644-4455 or jhaddow@rinconconsultants.com

Sincerely,

Rincon Consultants, Inc.

Amanda Antonelli

Jennifer Haddow



Exhibit A

MKN & Associates

Cambria Community Services District Stuart Street Water Tanks Project

Amanda Antonelli, MESM
Senior Environmental Planner/Project Manager

Jennifer Haddow, PhD
Principal Environmental Scientist



Michael B Stanton, PLS 5702
3559 S. Higuera Street
San Luis Obispo, CA 93401

Mike@mbslandsurveys.com

Phone: 805.594.1960

Fax: 805.594.1966

September 27, 2023

Jon Hanlon, PE
MKN Associates Inc
354 Pacific Street
San Luis Obispo, CA 93401
(805) 440-4380
jhanlon@mknassociates.us

RE: Proposal for Surveying Services – Stuart Street Tank Site, Cambria
APN: 024-142-043 (CAM PINES M U4 BL 93 LTS 4 THRU 6 & 44 THRU 48)

Dear Jon:

Per your request, we are providing you with this proposal for surveying services for your project at Stuart Street Tank Site in Cambria. It is our understanding that you need a topographic map for engineering design. Since this project is paid for with public funds, we assume prevailing wages will need to be paid for all field work. We can perform the following services:

A. Topographic Survey

This work will include a field survey of the area shown in pink on the site plan attached lot sufficient to produce a one-foot contour map, with planimetric features including; footprint of existing structures, surface evidence of utilities, trees (over 6" dia.) with approximate canopies, fencing, edge of pavement, and other items which are visible and present at the time of the survey. The map will be drawn at 1"=10' scale on a 24" by 36" sheet. The vertical datum will be based on an official city bench mark if available near the site. The boundary will be based on the 1991 survey by NCE (65 RS 77)

Fixed Fee: \$3,400

Site Plan:



Exhibit A

Stuart Street Tank Site
September 27, 2023
Page 2

Terms and Conditions:

This proposal hereby incorporates MBS Land Surveys "General Provisions, Terms and Conditions" attached hereto and made a part hereof. If you would like us to proceed, sign below and return a copy to us via scan, fax or mail.

Sincerely,

Authorized to proceed:



Michael B. Stanton, PLS 5702

_____ MKN Associates Inc

_____ Date

Q:\PROPOSALS\PROPOSALS SENT\P1183 Stuart Street Tanks Cambria\Stuart Street Tank Site, Cambria.docx



October 3, 2023

Jon Hanlon
MKN Associates
354 Pacific Street
San Luis Obispo, CA 93401

PROJECT: STUART STREET TANK REPLACEMENT
1975 STUART STREET
CAMBRIA, CALIFORNIA

SUBJECT: Proposal to Provide a Geotechnical Engineering Report

REF.: 1) Email Request for Proposal (RFP) from Jon Hanlon
2) A geotechnical report titled, "Proposed Stuart Street Tank Replacement, Cambria, California," by Earth Systems Consultants Northern California, Pacific Geoscience Division, dated November 20, 1991.

Dear Mr. Hanlon:

As requested, this proposal has been prepared to provide a geotechnical engineering report for the proposed tank replacement project at 1975 Stuart Street in Cambria, California. Based on correspondence with you, we understand the district will be replacing the existing two bolted steel tanks with two new bolted steel tanks of the same size. The geotechnical engineering report will be based upon the referenced report by Earth Systems Consultants Northern California (Reference 2).

We assume the tanks will be constructed with shallow conventional foundation elements with loading conditions similar to those provided for the original geotechnical investigation. Preliminary grading elevations were not available; however, we assume finish grades will be approximately those of existing site grades. Minor grading cuts and fills on the order of about 1 to 2 feet are anticipated.

SCOPE OF SERVICES

Geotechnical Engineering Investigation

We will perform a site reconnaissance to observe and document current site conditions. Additionally, we will review information available in the original geotechnical report (Reference 2). Previous field and laboratory data will be reviewed and evaluated with respect to development of geotechnical criteria for this project. The following items will be addressed in the geotechnical engineering report:

- Soil, bedrock, and groundwater conditions encountered
- Site preparation



Stuart Street Tank Replacement 2
Cambria, California

October 3, 2023

- Grading criteria
- Foundation recommendations
- Maximum allowable bearing capacities
- 2022 California Building Code (CBC) seismic criteria
- Liquefaction potential
- Estimated total and differential settlement
- Drainage around improvements
- Observation and testing

Information gathered will be compiled into a geotechnical engineering report intended to fulfill the requirements of applicable portions of Sections 1803.1 through 1803.6, J104.3, and J104.4 of the 2022 CBC, as they apply to this project, and common geotechnical engineering practice in this area under similar conditions at this time. It is our intent that the report will be used exclusively by the client to form the geotechnical basis of the design of the project as described herein and the preparation of plans and specifications. One digital copy (.pdf format) of the final report will be provided to the client. Additional electronic copies of the report will be forwarded to others as directed.

We have assumed that the client as well as the architect/engineer, do not have specific requirements for additional soil sampling and laboratory testing, or report content for the geotechnical engineering report. In the event there are specific requirements, this proposal and associated fees may require revision.

The final report will not address issues in the domain of the contractor such as, but not limited to, site safety, subsidence of the site due to compaction, loss of volume due to stripping of the site, shrinkage of soils during compaction, excavatability, shoring, temporary slope angles, construction means and methods, etc. Testing or evaluation of the soil for radioisotopes, lead, or mold potential, asbestos (naturally occurring or man-made), hydrocarbons, toxic substances, or other chemical properties are all beyond the scope of the proposed investigation. Ancillary structures such as temporary access roads, fences, signage, light poles, and nonstructural fills are also not within our proposed work scope and will not be addressed. A full geologic hazards report is not included in the scope of work contained in this proposal. However, if it is determined to be needed, we are happy to provide a proposal for the additional scope.

FEES

Based upon the scope of services outlined above, we propose to provide our services on a fixed fee basis. Fees to be charged will be as follows, per task:

Geotechnical Engineering Report \$2,650.00

**CONDITIONS**

The fees and work scopes contained in this proposal will remain in effect for 90 days from the date of issue. Please note that the above quotations are fixed fees that do not include charges for meetings, plan reviews, additional infiltration tests, consultation beyond the completion of the report, report revisions to address changes in design, construction observation or testing, or other such services. While any of these (or other) services may be necessary on this project, construction observation and testing services are required by the CBC and will be required by the permitting jurisdiction; a geotechnical plan review is also likely to be required by the jurisdiction. At this time, these fees cannot be reasonably estimated; however, estimates for such fees can be prepared as the project reaches appropriate stages. Fees for these and other additional services available through our firm will be charged at the fee schedule rates in effect at the time of the request for services. Based upon our current workload, we anticipate that the lead engineer for the project will be the undersigned.

Analyses of the soil for chemical properties including hydrocarbons, corrosivity, radioisotopes, etc.; estimates of material shrinkage; construction issues within the domain of the contractor, and any other services not specifically noted in the preceding paragraphs are beyond the scope of the proposed investigation. Assessments of the site for asbestos (either naturally occurring or in man-made products), radioisotopes, lead or mold potential are beyond the scope of the proposed services. Design of infiltration systems is also beyond the proposed scope of services.

If the client finds the proposed scope of work, terms, and fees satisfactory, the return of the attached work order, indicating the legal entity that will be our client and signed and dated by the party responsible for payment, will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

We thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Earth Systems Pacific

Robert Down, PE
Principal Engineer

Jennifer Campbell, PE
Project Engineer

Attachments: Work Order
Terms
Accounts Payable Information Request

Doc. No.: SLO-2310-010.PRP/cr



EARTH SYSTEMS ^{Exhibit A}

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: October 3, 2023 **Doc. No.:** SLO-2310-010.PRP

Name of Project: STUART STREET TANK REPLACEMENT

Order Received by: Robert W. Down

Client Name: MKN Associates; Attn.: Jon Hanlon

Client Address: 354 Pacific Street, San Luis Obispo, CA 93401

Location of Project: 1975 Stuart Street, Cambria California

Scope of Services: Per Proposal dated October 3, 2023

Fees to be Charged: Per Proposal dated October 3, 2023*

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

Earth Systems Pacific

Robert W. Down, PE 70206
Senior Vice President

10/3/2023

Date

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

AGREED TO AND ACCEPTED:

Cambria Community Services District

Client (Party responsible for payment)

Matthew McElhenie

by Authorized Representative (please print)

Matthew McElhenie

General Manager

Signature and Title
1/12/2024

Date
805-927-6230

Telephone Number

mmcelhenie@cambriacsd.org

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

*The fees quoted are predicated upon our understanding that none of our services are subject to California or Federal Prevailing Wage Law. In the event that it is determined or alleged that Prevailing Wage Law applies to any aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given. **January 2023 Fee Schedule**

TERMS FOR SERVICES
Exhibit A

- 1. INVESTIGATION, MONITORING & INSPECTION.** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.
- 2. SITE ACCESS & UTILITIES.** Client has sole responsibility for securing site access and locating utilities.
- 3. BILLING AND PAYMENT.** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.
- 4. OWNERSHIP OF DOCUMENTS.** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.
- 5. TERMINATION.** This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.
- 6. RISK ALLOCATION.** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.
- 7. HAZARDOUS MATERIALS.** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.
- 8. CALIFORNIA PREVAILING WAGE LAW.** Client represents and warrants that the Project is not a public works project which is subject to the California Prevailing Wage ("Code"). Client acknowledges that Consultant is relying on this representation and warranty in good faith and has negotiated the terms of this contract based on such reliance. In the event that it is determined by any federal, state or local agency, or any appropriate judicial or administrative body, that any of the services performed by Consultant on the Project are subject to the provisions of the Code and that Consultant is required to pay a specified prevailing wage rate for all or any portion of such services, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, actions, demands, deficiencies, levies, assessments, judgments, penalties, interest, expenses and recoveries arising from or related to Consultant's noncompliance with the Code based on Consultant's reliance on Client's aforesaid representation and warranty. This indemnity shall include, but shall not be limited to, Client's obligation to pay any additional compensation necessary to adjust Consultant's employees' wages to conform with the Code, including for past services on this Project, costs to comply with the apprenticeship requirements, certified payrolls and other administrative costs to comply with the Code. No refunds will be provided to the Client in the event of any subsequent determination that Consultant's services or the project is not subject to the Code.
- 9. THIRD PARTIES AND ASSIGNMENT.** This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.
- 10. GOVERNING LAW, SURVIVAL AND FORUM SELECTION.** The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



EARTH SYSTEMS

4378 Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

Accounts Payable Information Request

Thank you for this opportunity to be of service on your project. Please complete and return this form to allow us to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Earth Systems Pacific Project Name and No.	STUART STREET TANK REPLACEMENT
---	---------------------------------------

CLIENT'S BILLING REQUIREMENTS:

CLIENT	Cambria Community Services District
CLIENT'S PROJECT NAME	Replacement of Stuart Street Tanks
CLIENT'S PROJECT NO.	To be determined.
PURCHASE ORDER NO. (if applicable)	To be determined.
ADDITIONAL INFORMATION REQUIRED ON INVOICES	Additional information for invoicing should include hours spent on environmental engineering and design engineering.
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: Accounts Payable E-mail: accountspayable@cambriacsd.org Phone No.: 805-927-6223
INVOICE DELIVERY METHOD	E-mail: jgreen@cambriacsd.org; treaper@cambriacsd.org Mailing Address: Po Box 65 Cambria, CA 93428
FORM COMPLETED BY AND DATE	DocuSigned by: <i>Matthew McElhenie</i> 1/12/2024 <small>03DA2D7CA89B440...</small>

Doc. No.: SLO-2310-010.PRP/cr

Exhibit A



Project No.: S23273

October 5, 2023

Jon Hanlon, P.E.
via: jhanlon@mkassociates.us
Michael K. Nunley & Associates
PO Box 1604
Arroyo Grande, CA 93421

RE: Structural Engineering Services for:
Cambria CSD - Stuart Street Reservoir Replacement
Cambria, CA

Dear Mr. Hanlon,

We thank you for considering SSG Structural Engineers, LLP as a member of your design team for the Cambria CSD - Reservoir Replacement project. As a structural engineering firm in the heart of the Central Coast, we have had the opportunity to collaborate on water and wastewater projects throughout the state. Our services include complete structural design with special attention to project specific details, client budget, and design team collaboration. We are also available during construction for construction administration and structural observation services with a focus on availability and communication.

Based on our conversations, we have prepared the following Structural Engineering Services proposal for your consideration.

EXHIBIT A

1. PROJECT SCOPE OF WORK

A. Project Description:

1. Replacement of two existing bolted steel water storage tanks
2. The tanks are on an existing ring wall foundation.

B. Items Provided by others:

- a. As-built drawings if available
- b. Construction services to expose section of foundation to verify size and depth
- c. Testing services from ESP for GPR rebar location to verify foundation capacities
- d. Geotechnical information and recommendations if applicable.

Page | 1

Exhibit A



Project No.: S23273

October 5, 2023



Photo of Existing Bolted Tanks to be replaced - MKN

- C. Project Deliverables (Subject to terms and conditions of Exhibit B):
1. Participation in project kick-off meeting with design and construction consultants to be held in the general San Luis Obispo area.
 2. Structural Coordination of Foundation Investigation.
 - a. Support MKN in coordination with the CSD to find all information available and discernible for existing foundations
 3. Structural Phase One - Review of Foundation & Limitations
 - a. Provide analysis of found information from foundation investigation to determine if foundation is salvagable/reusable/augmentable
 - b. Two options will be investigated:
 - i. How to limit new tanks to reuse existing foundation
 - ii. How to augment an additive solution to get desired outcome of new tanks
 4. Structural Phase Two - PS&E of chosen solution
 - a. Based on the outcome of Phase one design new tank foundation and anchorage solution.

Exhibit A



structural engineers

Project No.: S23273

October 5, 2023

- b. Provide MKN with foundation plans, detailing and anchorage
- c. Work with ESP on new solutions based on their revised Geotechnical Investigation
- 5. Preparation of Structural Calculations shall be based on:
 - a. 2022 California Building Code
 - b. ASCE 7-16 - Minimum Design Loads for Buildings and Other Structures
 - c. AWWA D103 - Bolted Carbon Steel Tanks
- 6. Preparation of Structural Drawings to include the following:
 - a. Foundation plans
 - b. Structural Detail Sheets
 - c. Structural Notes/Sheet Specifications
 - d. Structural Specification Sections (CSI Format)
- 7. Respond to Structural Plan Review by the Authority Having Jurisdiction.
- 8. Construction Administration Support:
 - a. Review of Contractor Submittals and Shop Drawings as they pertain to the approved Structural Construction Documents.
 - b. Response to Contractor Requests for Information (RFI's) as they pertain to the approved Structural Construction Documents.

Exhibit A



structural engineers

Project No.: S23273

October 5, 2023

2. COMPENSATION:

Item	Compensation
Structural Foundation Investigation	\$2,500
Structural Phase One - Foundation Test Fit	\$5,250
Structural Phase Two - Construction Documents	\$6,000
Construction Administration	HNTE \$5,000

All fees for services performed will be billed in accordance with the Prime Agreement.

Exhibit A



Project No.: S23273

October 5, 2023

3. **EXCLUSIONS:** The following services are specifically excluded from the scope of services provided under the conditions of this proposal.
- A. Services outside the generally accepted scope for the practice of Structural Engineering.
 - B. Structural Observation
 - C. Soils and/or Geotechnical Engineering or testing.
 - D. Detailed review of engineering design work completed by others.
 - E. Preparation of demolition drawings, site surveys or building services surveys
 - F. Material testing or Special Inspection Services
 - G. Design revisions, partial or complete outside the scope of Design Development.
 - H. Preparation of Record Drawings from the contractors 'As-Built' drawings.
 - I. The review and approval of substitute or alternate materials.
 - J. Site, grading or civil related design.
 - K. Utilities or the support and housing of utilities located more than five (5) feet outside the building footprint.
 - L. Site and landscape furnishings and relocation of site utilities, including those running within five (5) feet of the building footprint.
 - M. Site shoring or shoring design for any means and methods of the contractor during excavations.
 - N. Construction cost or scheduling estimating.
 - O. Special construction consulting and inspection services.
 - P. Payment of Municipal, Agency or permit fees.
 - Q. Safety supervision.
 - R. Preparation/Production of Shop Drawings.
 - S. Specialty Foundation Solutions not noted in the geotechnical engineering report if received after structural completion of 50% Schematic Design (i.e. deep foundation or mat/raft foundations).
 - T. Corrosion engineering.
 - U. Cal-Green, LEED® or other sustainable Consulting outside of that related to the scope of Structural Engineering.

Some of these services can be provided on a time and material basis, should they become necessary during the course of the project.

Exhibit A



structural engineers

Project No.: S23273

October 5, 2023

EXHIBIT B

1. EXTRA WORK

Any additional work that may be required, and not specified in the Work Description portion of "EXHIBIT A", will be considered as Extra Work. All revisions of completed work required by the client or changes in governmental policies, codes, ordinances or requirements will also be considered as Extra Work. All Extra Work will be charged on a time and material basis.

2. ADDITIONAL SERVICES

Additional work requiring the services of outside consultants or other direct expenses (i.e., mileage, shipping, printing, etc.,) shall be reimbursed at the rate of 1.10 times the direct cost.

3. ABANDONMENT OR TERMINATION OF PROJECT

If this project is abandoned or terminated, and written or verbal notice is given, payment will be due for all services performed up to the date of notice, including all Extra Work and Reimbursable Expenses.

Exhibit A



Project No.: S23273

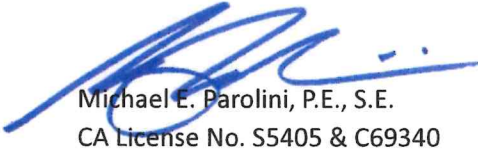
October 5, 2023

This agreement shall be considered valid until November 29, 2023. At that time, this office reserves the right to modify it in both scope and fee.

Please acknowledge your receipt of this proposal by signing the Acknowledgement of Receipt below which is not a Notice to Proceed. The proposal and its associated scope of work is anticipated to be incorporated into the sub-consultant agreement from your office upon award of project.

We thank you again for the invitation to propose on the Cambria CSD - Reservoir Replacement project and welcome the opportunity to collaborate with your design team. If you have any questions, please feel free to contact our office.

Sincerely yours,



Michael E. Parolini, P.E., S.E.
CA License No. S5405 & C69340

attached: Employee Hourly Rate Sheet

This proposal/agreement are instruments of service and are the property of SSG Structural Engineers, LLP. All drawings, information, specifications, ideas, designs and arrangements represented within proposal (as well as, attached exhibits, addenda, etc.) shall remain the property of the Engineer. No part thereof shall be copied, disclosed to other or used in connection with any work or project other than the specific project for which they have been prepared and developed, without the expressed written consent of the Engineer.

Copyright 2023, SSG Structural Engineers, LLP

Exhibit A



structural engineers

Project No.: S23273

October 5, 2023

ACKNOWLEDGEMENT OF RECEIPT

Please sign below to indicate receipt of this proposal and provide full contact information,
This is not Authorization to Proceed

Cambria CSD - Reservoir Replacement

Received by:

Title:

Printed Name:

Date:

Billing Party Name:

Billing Address (including city, state, and zip):

Billing Email:

Billing Party Phone:

Please note that SSG invoices and statements are sent by email. Invoices will come directly to you from our billing platform while statements are sent manually by our Account Coordinator.

Please add the following addresses to your Safe Senders list:

- CoreNotifications@bqe.com
- accounts@ssgse.com
- jeff.lafranchi@ssgse.com

If you have any questions, please contact us at accounts@ssgse.com.

Exhibit A



structural engineers

Project No.: S23273

October 5, 2023

EMPLOYEE HOURLY RATE SHEET

Effective January 1, 2023

Position	Rate
Principal Structural Engineer	\$220 / hr
Principal Engineer	\$210 / hr
Senior Structural Engineer	\$165 / hr
Structural Engineer	\$150 / hr
Senior Project Engineer	\$140 / hr
Project Engineer	\$130 / hr
Staff Engineer	\$120 / hr
Production (CAD) Operator	\$95 / hr
Production (CAD) Technician	\$80 / hr
Administrative Professional	\$60 / hr

Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost
(Mileage, Travel, Printing, Shipping, Etc.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 19689 7th Avenue NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Jim Ledbetter CA License #0H74270 PHONE (A/C, No, Ext): 360-626-2019 FAX (A/C, No): 360-626-2019 E-MAIL ADDRESS: jim.ledbetter@assuredpartners.com														
License#: 6003745	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Casualty Company</td> <td style="text-align: center;">11991</td> </tr> <tr> <td>INSURER B : RLI INSURANCE COMPANY</td> <td style="text-align: center;">13056</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Casualty Company	11991	INSURER B : RLI INSURANCE COMPANY	13056	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1376976769** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PSB0009820	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PSB0009820	12/10/2023	12/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	PSE0004816	12/10/2023	12/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A		Y	PSW0005276	12/10/2023	12/10/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			JEO0001941	6/21/2023	6/21/2024	Per Claim 2,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability, Umbrella / Excess Liability and Workers Compensation / Employers Liability in favor of the Additional Insured.
 Project: Stuart Street Water Tank Replacement Project.
 Cambria Community Services District, its officials employees and agents are additional insureds per the attached. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 days Notice of Cancellation per the attached.

CERTIFICATE HOLDER Cambria Community Services District PO Box 65 Cambria CA 93428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Policy Number: PSE0004816

RLI Insurance Company

Michael K Nunley and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location**
- B. Additional Insured – Primary/Non-contributory**
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph **2.a.** of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a.** The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1)** injury and damage included in the products-completed operations hazard or;
 - (2)** any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1)** premises involving the same or connecting lots;
- (2)** premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3)** premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSB0009820
Named Insured: Michael K Nunley and

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06****(Ed. 4-84)****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/10/2023

Policy No. PSW0005276

Endorsement No.

Insured Michael K Nunley and

Insurance Company

RLI Insurance Company

Countersigned By _____