

**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO  
AND SAN LUIS OBISPO GREEN BUILD  
FOR DEVELOPMENT OF A  
SEPTIC SYSTEM DECOMMISSIONING and REUSE PLAN FOR THE  
LOS OSOS WASTEWATER PROJECT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "County," and San Luis Obispo Green Build, a California Non-Profit Corporation whose address is 246 Higuera Street, Post Office Box 12043, San Luis Obispo, CA 93406, herein called "SLO Green Build".

The County department responsible for administering this Agreement is the Department of Public Works, and all written communications hereunder with the County shall be addressed to the Department of Public Works.

**WHEREAS**, the County has developed a project known as the Los Osos Wastewater Project, herein called the "Project"; and

**WHEREAS**, the Project was issued a Coastal Development Permit by the California Coastal Commission on September 7, 2010 subject to various Conditions of Approval including the requirement to develop and implement a Septic System Decommissioning and Reuse Plan, herein called the "Plan"; and

**WHEREAS**, the intent of the Plan is to provide a process for evaluating septic systems for possible on-site reuse, including for on-site filtration and percolation of stormwater to the degree feasible and appropriate, and a process for implementing such conversion or for implementing appropriate abandonment measure depending on which measure property owners choose; and

**WHEREAS**, the County desires to develop the Plan in complete compliance with the requirements of the California Coastal Commission and integrate the Plan with all other Conditions of Approval applied to the Project by the California Coastal

Commission, United States Department of Agriculture, United State Fish and Wildlife Service and the County of San Luis Obispo; and

**WHEREAS**, the County of San Luis Obispo has need for special services and advice with respect to the work described herein; and

**WHEREAS**, SLO Green Build warrants that it is specially trained, experienced, expert and competent to perform such special services;

**NOW, THEREFORE**, the parties agree with the above recitals, and hereby further agree as follows:

**ARTICLE 1. SCOPE OF WORK.** SLO Green Build shall, at its own cost and expense, provide all the services, equipment, and materials necessary to complete the work described in the Scope of Work, hereafter collectively "Work", attached hereto as Exhibit A. SLO Green Build warrants and represents that said Work encompasses all professional services necessary for SLO Green Build's preparation of the Septic System Decommissioning and Reuse Plan for the Los Osos Wastewater Project. All Work shall be performed to the highest professional standard.

**ARTICLE 2. TIME FOR COMPLETION OF WORK.** No Work shall be commenced prior to SLO Green Build's receipt of the County's Notice to Proceed. All Work shall be completed no later than January 31, 2014, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

## **ARTICLE 3. PAYMENT FOR SERVICES.**

### **A. Compensation**

1. The County shall pay to SLO Green Build as compensation in full for all Work required by the Agreement a sum not to exceed \$88,250. SLO Green Build's compensation shall be based in actual services performed and costs incurred at the rates set forth for each task in SLO Green Build's Cost Proposal attached hereto as Exhibit B. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement.

2. SLO Green Build will initiate work on each task (1 through 6) below only after receiving a written Notice to Proceed for each individual task. The County will issue task-by-task written Notice to Proceed in coordination with the needs of the County and the Project. SLO Green Build will not initiate any work on any task prior to receiving the written Notice to Proceed from the County. Funds may be reallocated between tasks only with prior written approval pursuant to paragraph 3.A.4. below.

Task 1: For a sum not to exceed \$36,000, research the potential for the reuse of septic system components, including the tank and/or leach field, to address:

- a. Applicable building codes
- b. System component requirements
- c. Component condition requirements
- d. System capacity potential
- e. Contact, at a minimum, the following:
  - I. County Health Department
  - II. County Building Department
  - III. Regional Water Quality Control Board
  - IV. State Water Resources Control Board
  - V. California Department of Public Health
  - VI. Septic system operations professionals

SLO Green Build Is not required to secure approval for the Plan from any regulatory agency.

Prepare a Task 1 letter report that documents steps a through e above and includes the results of all research regarding the feasibility of the reuse of septic system components. When the County receives and approves the Task 1 Letter Report, this task is complete.

Task 2: For a sum not to exceed \$9, 200, develop a suite of feasible alternatives for the reuse of septic system components (tank and/or leach field) to benefit:

- a. Groundwater recharge
- b. Runoff reduction,
- c. Water conservation
- d. Water quality

Prepare a Task 2 letter report that describes a suite of feasible alternatives for the reuse of septic system components (tank and/or leach field) to benefit groundwater recharge, runoff reduction, water conservation and water quality, as appropriate. When the County receives and approves the Task 2 Letter Report, this task is complete.

Task 3: For a sum not to exceed \$18,400, prepare system reuse minimum standards designed to protect public and environmental health, and as a guide for construction inspections, including:

- a. Tank condition
- b. Leach field condition
- c. Initial cleaning & sanitation standards
- d. Plumbing and electrical connections

Prepare a Task 3 letter report that describes system reuse minimum standards designed to protect public and environmental health, and as a guide for construction inspections. When the County receives and approves the Task 3 Letter Report, this task is complete.

Task 4: For a sum not to exceed \$8,250, prepare Public Education materials, including:

- a. A homeowners guide to septic system decommissioning and reuse, in an electronic format suitable for reproduction by the County, using and including:

- I. Formats employed in the San Luis Obispo Guide to the Use of Graywater (San Luis Obispo Coalition of Appropriate Technology 2009 ) and the San Luis Obispo Guide to Rain Water Management for Low Impact Development (San Luis Obispo Coalition of Appropriate Technology 2010)

- II. Text

- III. Graphics

- IV. Homeowner self assessment guidelines and methods

- b. Public Presentation and Education Materials, using and including:

- I. Electronic media presentations (Power Point)

- II. Seminar syllabus and related materials

- III. Direct mailing materials

- IV. Door hangers

When the County receives and approves the Homeowners Guide and Public Presentation and Education Materials, Task 4 is complete.

Task 5: For a sum not to exceed \$2,900, develop a Uniform On-site Assessment Method and Materials including:

- a. Assessment methodologies
- b. Field assessment forms

When the County receives and approves the Uniform On-site assessment Method and Materials, Task 5 is complete.

Task 6: For a sum not to exceed \$13,500, present Public Education sessions in various forums, including:

- a. Elected Boards and appointed commission meetings
- b. Community-wide meetings
- c. Focus groups, including:
  - I. Water and wastewater professionals
  - II. Construction trades and contractors

### III. Community service groups

Compensation for Public Education sessions will be set at \$400 for each Elected Boards and Commissions sessions, \$4,000 for each Community-wide session, and \$400 for each Focus Group session, up to the maximum of \$13,500.

3. The County will disburse the funds provided for in paragraph 2 above by reimbursing SLO Green Build for its reasonable and actual expenses incurred in performing this Agreement, within the limits set forth in paragraph 2 above and detailed in Exhibit B, the Project Budget, upon receipt of satisfactory documentation of SLO Green Build's expenses and the work performed. SLO Green Build shall provide monthly statements documenting its expenses and performance. SLO Green Build shall maintain accounting books and records in accordance with the San Luis Obispo County Auditor's requirements, which are available online at [http://www.slocounty.ca.gov/AC/Policies\\_and\\_Procedures.htm](http://www.slocounty.ca.gov/AC/Policies_and_Procedures.htm), and incorporated herein by this reference. SLO Green Build shall make those records available to the County at no cost upon reasonable advance notice, to allow the County to audit or otherwise verify SLO Green Build's claimed reasonable and necessary expenses incurred in performing this Agreement.

4. No change in the character or extent of the work to be performed by SLO Green Build shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment in phase-by-phase costs, adjustment of time, and adjustment of the sum to be paid by County to SLO Green Build, if any. A contingency fund of \$8,825 is hereby created to address such changes to the scope of services and/or completion date. The County's Board of Supervisors hereby delegates to the Director of Public Works and Transportation the authority to sign amendments to this Agreement that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be

approved by the Board. These additional funds are intended to provide the County with flexibility to respond to unanticipated events or conditions, and SLO Green Build has no right to make any claim against these funds except as so expressly provided in a written amendment to this Agreement.

5. The Los Osos Wastewater Project is a County program and SLO Green Build shall use funds provided under this Agreement only for this purpose.

**B. Federal Acquisition Regulations** SLO Green Build understands and agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items. SLO Green Build also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to SLO Green Build that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by SLO Green Build to COUNTY. Any subcontract entered into by SLO Green Build relating to this Agreement, shall bind the subcontractor to all of the provisions of this paragraph by incorporating the provisions of this paragraph in any such subcontract, and substituting the name of the subcontractor in place of the words "SLO Green Build" where it appears in this paragraph.

**C. Prompt Payment of Funds** The COUNTY shall hold retainage from SLO Green Build and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to SLO Green Build based on these acceptances. SLO Green Build, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the COUNTY. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the COUNTY's prior written approval.

Any violation of this provision shall subject SLO Green Build or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to SLO Green Build or subconsultant in the event of a dispute involving late payment or nonpayment by SLO Green Build, deficient subconsultant performance, or noncompliance by a subcontractor.

**D. SLO Green Build's Assigned Personnel** All work performed under this Agreement shall be performed by the SLO Green Build personnel identified in the Organizational Chart, attached hereto as Exhibit C, and incorporated herein by this reference. Any changes to the key personnel designated on this Organizational Chart must be approved in writing by the COUNTY's Project Manager.

#### **ARTICLE 4. ACCOUNTING RECORDS.**

A. SLO Green Build shall maintain accounting records in accordance with generally accepted accounting principles. SLO Green Build shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. SLO Green Build shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal, and payroll journal.

B. SLO Green Build shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be commingled with other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to SLO Green Build's cost accounting records.

C. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever

is later. SLO Green Build shall safeguard the accounting records and supporting documentation.

D. SLO Green Build shall make the accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having SLO Green Build's accounting records audited, at SLO Green Build's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) calendar days after completion of the audit.

E. The State, the State auditor, United States Department of Agriculture, or any authorized representative of the Federal Government having jurisdiction under Federal law or regulations (including the basis of Federal Funding in whole or in part) shall have access to any book, record, any documents of SLO Green Build that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. SLO Green Build must also maintain records for five (5) years from the date of final payment.

F. Any subcontract entered into by SLO Green Build relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the words "SLO Green Build" where it appears in this Article.

**ARTICLE 5. NON-ASSIGNMENT OF AGREEMENT.** Inasmuch as this Agreement is intended to secure the specialized services of SLO Green Build, SLO Green Build may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of COUNTY and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

**ARTICLE 6. INSURANCE.** SLO Green Build, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its

operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of SLO Green Build's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the COUNTY, its officers, employees, volunteers, and agents. For purposes of the insurance policies required hereunder, the term "COUNTY" shall include officers, employees, volunteers, and agents of the County of San Luis Obispo, California, individually or collectively.

#### **A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:
  - \$1,000,000 each occurrence (combined single limit);
  - \$1,000,000 for personal injury liability;
  - \$1,000,000 aggregate for products-completed operations; and
  - \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to SLO Green Build's work under this Agreement.

2. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one-million (\$1,000,000) dollars for each occurrence, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. SLO Green

Build shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of COUNTY.

3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL"). This policy shall include at least the following coverages and policy limits:

- a. Workers' Compensation insurance as required by the laws of the State of California; and
- b. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI by disease.

**B. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS.** Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by SLO Green Build and approved by the COUNTY before work is begun pursuant to this Agreement. At the option of the COUNTY, SLO Green Build shall either reduce or eliminate such deductibles or self-insured retentions as respect the COUNTY, its officers, employees, volunteers, and agents, or shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

**C. ENDORSEMENTS.** All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of SLO Green Build's performance of work under this Agreement (CGL & BAL);

3. If the insurance policy covers an “accident” basis, it must be changed to “occurrence” (CGL & BAL)
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance COUNTY may possess, including any self-insured retention COUNTY may have, and any other insurance COUNTY does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such reduction or cancellation to COUNTY at the address set forth below (All Policies);
6. SLO Green Build and its insurers shall agree to waive all rights of subrogation against the COUNTY, its officers, employees, volunteers, and agents for any loss arising under this Agreement (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

**D. ABSENCE OF INSURANCE COVERAGE.** COUNTY may direct SLO Green Build to immediately cease all activities with respect to this Agreement if it determines that SLO Green Build fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered SLO Green Build’s delay and expense. At the COUNTY’S discretion, under conditions of lapse, the COUNTY may purchase appropriate insurance and charge all costs related to such policy to SLO Green Build.

**E. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.** Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, SLO Green Build, or each of SLO Green Build’s insurance brokers or companies, shall provide COUNTY a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the

insurance companies providing insurance for SLO Green Build shall have, and provide evidence of, a Best Rating Service rate of A-FSCVII or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

John Waddell  
Department of Public Works  
County Government Center Room 207  
San Luis Obispo CA 93408

**ARTICLE 7. INDEMNIFICATION.**

SLO Green Build shall defend, indemnify and hold harmless the COUNTY, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the COUNTY, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the COUNTY, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by SLO Green Build, or its agents, employees, or other independent contractors directly responsible to SLO Green Build including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.

8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

#### **ARTICLE 8. INSURANCE AND INDEMNIFICATION AS MATERIAL**

**PROVISIONS.** The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to SLO Green Build by the indemnification and insurance clauses.

#### **ARTICLE 9. DOCUMENTS, INFORMATION, AND MATERIALS OWNERSHIP.**

A. All documents, information, and materials of any and every type prepared by SLO Green Build pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by SLO Green Build in performing work under this Agreement, whether completed or in process. SLO Green Build shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

B. SLO Green Build understands and agrees that the applicable patent rights provisions described in 41 CFR 1-91, shall be used to determine rights to inventions.

C. Any subcontract entered into by SLO Green Build relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the words "SLO Green Build" where it appears in this Article.

**ARTICLE 10. TERMINATION OF AGREEMENT WITHOUT CAUSE.** Either party may terminate this contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, SLO Green Build shall be entitled to no further compensation or payment of any type from the COUNTY.

**ARTICLE 11. TERMINATION OF AGREEMENT FOR CAUSE.** If SLO Green Build fails to perform SLO Green Build's duties to the satisfaction of the COUNTY, or if SLO Green Build fails to fulfill in a timely and professional manner SLO Green Build's obligations under this Agreement or if SLO Green Build shall violate any of the terms or provisions of this Agreement or if SLO Green Build, SLO Green Build's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to SLO Green Build. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. SLO Green Build shall be paid for all work satisfactorily completed prior to the effective date of such termination. If COUNTY's termination of the Agreement for cause is defective for any reason, including but not limited to COUNTY's reliance on erroneous facts concerning SLO Green Build's performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause thirty (30) calendar days following the COUNTY's written

notice of termination for cause to SLO Green Build, and the COUNTY's maximum liability shall not exceed the amount payable to SLO Green Build under Article 10 above.

**ARTICLE 12. COMPLIANCE WITH LAWS.** SLO Green Build shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement.

**ARTICLE 13. COVENANT AGAINST CONTINGENT FEES.** SLO Green Build warrants that it has not employed or retained any company or person, other than a bona fide employee working for SLO Green Build, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 14. NONDISCRIMINATION.** SLO Green Build shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United State Department of Agriculture, Title 7, Code of Federal Regulations, Part 15, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. SLO Green Build's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the SLO Green Build has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

## **ARTICLE 15. DISPUTES & CLAIMS.**

A. Notice of Potential Claim. SLO Green Build shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless SLO Green Build has provided the COUNTY with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which SLO Green Build believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that SLO Green Build shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the COUNTY, or in all other cases within fifteen (15) calendar days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. SLO Green Build hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the COUNTY Director of Public Works.

B. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the COUNTY on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. SLO Green Build shall not be entitled to any additional compensation unless SLO Green Build has (1) provided the COUNTY with a timely written Notice of Actual Claim and (2) followed the

procedures set forth in Public Contract Code section 20104.2 and 20104.4.

C. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the SLO Green Build from full and timely performance in accordance with the terms of this Agreement.

**ARTICLE 16. SLO GREEN BUILD IS AN INDEPENDENT CONTRACTOR.** It is expressly understood that in the performance of the services herein provided, SLO Green Build shall be, and is, an independent contractor, and is not an agent or employee of COUNTY. SLO Green Build has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting SLO Green Build in the performance of the services rendered hereunder. SLO Green Build shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

**ARTICLE 17. ENTIRE AGREEMENT AND MODIFICATION.** This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. SLO Green Build shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Any changes increasing SLO Green Build's compensation and/or benefits must be approved by the COUNTY's Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the COUNTY. SLO Green Build specifically acknowledges that in entering into and executing this Agreement, SLO Green Build relies solely upon the provisions contained in this Agreement and no others. If there is any conflict between the language in the body of this Agreement and any exhibits attached hereto, the body of this Agreement shall take precedence.

**ARTICLE 18. ENFORCEABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 19. WARRANTY OF SLO GREEN BUILD.** SLO Green Build warrants that SLO Green Build and each of the personnel employed or otherwise retained by SLO Green Build for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

**ARTICLE 20. SUBCONTRACTORS.**

A. Other than work designated in Exhibits A, B, and C to be performed by other persons or entities, SLO Green Build shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY. In the event the COUNTY provides written authorization for work to be performed by a subcontractor, the use of the words "subcontractor" and "subcontract" in this Article shall refer to such authorized subcontracting to a subcontractor of the first tier or any other tier.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subcontractors, and no subcontract shall relieve SLO Green Build of his/her responsibilities and obligations hereunder. SLO Green Build agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by SLO Green Build. SLO Green Build's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to SLO Green Build.

C. Any subcontract entered into by SLO Green Build relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the words "SLO Green

Build” where it appears in this Article.

D. SLO Green Build shall pay its subcontractors within ten ( 10) calendar days from receipt of each payment made to SLO Green Build by the COUNTY.

E. Any substitution of subcontractors must be approved in writing by the COUNTY’s Project Manager in advance of assigning work to a substitute subcontractor.

F. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

G. For purposes of this Agreement, the term “subcontractor” includes subconsultants.

## **ARTICLE 21. EQUIPMENT PURCHASE**

A. Prior authorization in writing, by the COUNTY’s Project Manager, shall be required before SLO Green Build enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for equipment. SLO Green Build shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. Any equipment purchased as a result of this Agreement is subject to the following: “SLO Green Build shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, SLO Green Build may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If SLO Green Build elects to keep the equipment, fair market value shall be determined at SLO Green Build’s

expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and SLO Green Build, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.”

C. All subcontracts in excess of \$25,000 shall contain the above provisions.

**ARTICLE 22. APPLICABLE LAW AND VENUE.** This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**ARTICLE 23. NOTICES.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Mr. Paavo Ogren, Director  
San Luis Obispo County  
Department of Public Works  
County Government Center, Room 207  
San Luis Obispo, CA 93408

and to SLO Green Build:

Ms	Lana Adams
SLO	Green Build
P.O.	Box 12043
San	Luis Obispo, CA 93406

**ARTICLE 24. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.**

Pursuant to Government Code section 7550, if the total cost of this Agreement is over \$5,000, SLO Green Build shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

**ARTICLE 25. CONFIDENTIALITY OF DATA.**

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to SLO Green Build in order to carry out this Agreement, shall be protected by the SLO Green Build from unauthorized use and disclosure, and shall not be made available to any individual or organization by SLO Green Build without the prior written approval of COUNTY.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this Agreement, shall not authorize SLO Green Build to further disclose such information, or disseminate the same on any other occasion.

C. All information related to the construction estimate is confidential, and shall not be disclosed by SLO Green Build to any entity other than the COUNTY.

D. Any subcontract entered into by SLO Green Build relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the words "SLO Green Build" where it appears in this Article.

**ARTICLE 26. RESTRICTIVE COVENANT.** SLO Green Build agrees that it will not, during the continuance of this Agreement, perform or otherwise exercise the

services described in Exhibit A for any one except for the COUNTY, unless and until said COUNTY waives this restriction.

**ARTICLE 27. CONFLICT OF INTEREST.**

A. SLO Green Build shall disclose any financial, business, or other relationship with COUNTY that may be affected by the outcome of this Agreement, or any ensuing COUNTY construction project. SLO Green Build shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow.

B. SLO Green Build hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract entered into SLO Green Build relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the words "SLO Green Build" where it appears in this Article.

D. SLO Green Build hereby certifies that neither SLO Green Build, nor any firm affiliated with SLO Green Build will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of one or more of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

**ARTICLE 28. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION.** SLO Green Build warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration,

either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE 29. NONLOBBYING CERTIFICATION.**

A. SLO Green Build certifies to the best of his/ her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of SLO Green Build to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; SLO Green Build shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is attached hereto as Exhibit D and incorporated herein by this reference.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. SLO Green Build also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson of the Board  
County of San Luis Obispo  
State of California

ATTEST:

\_\_\_\_\_  
County Clerk and Ex-Officio Clerk of the  
Board of Supervisors, County of San Luis Obispo,  
State of California

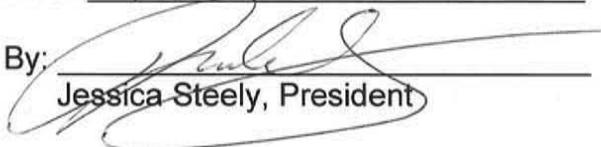
Date: \_\_\_\_\_

SLO GREEN BUILD, A CALIFORNIA  
NON-PROFIT CORPORATION

Date: 12/22/11

By:   
Lana Adams, Executive Director

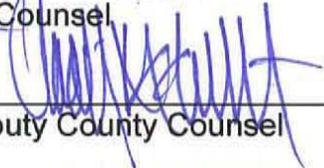
Date: 12-22-11

By:   
Jessica Steely, President

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN

County Counsel

By:   
Deputy County Counsel

Date: 1.6.2012



**SLO Green Build**  
**Los Osos Septic Decommission & Reuse Plan**  
**LOSDRP**

~ Scope of Work ~

SLO Green Build, SLOGB, proposes this Scope of Work for the Septic Decommission and Reuse Plan, LOSDRP (LOS DRIP). LOSDRP will be designed for SLO County, SLOC, to aid in the design, development and implementation of a septic decommission and reuse plan aimed at reusing septic tanks and leach fields for rainwater storage in the community of Los Osos.

SLOGB will be responsible for overseeing this planning effort and will work directly with SLOC. SLOGB staff, member contractors, design & appropriate technologies professionals and others will be consulted to provide local sources of information.

SLOGB shall:

- Provide project coordination with SLOC project representative
- Attend all project team meetings
- Review material provided by sub-contractors prior to submittal to County to confirm that it meets the objectives set forth in this proposal.
- Provide reports as designated below Tasks 1-4.
- Complete each task prior to moving onto the next task unless specifically approved by SLOC
- Bill SLOC on a monthly basis.

The work for the planning study is broken into six tasks

- Task 1: Research reuse of septic system components
- Task 2: Develop alternatives for reuse of septic system components
- Task 3: Prepare system reuse standards
- Task 4: Prepare Public Education materials
- Task 5: Develop a Uniform On-site Assessment Method and Materials
- Task 6: Present Public Education

**Task 1. Research Reuse:**

The goal of this Task is to research the potential for the reuse of Los Osos septic system components including the tank and/or leach field. This research shall include items a-e below. SLOGB will prepare a Task 1 letter report documenting steps a through e below including results of all research regarding the feasibility of the reuse of septic system components.

- a. Encompass researching applicable building codes within SLO County and other codes to assess relevance to this project.
- b. Include researching and evaluating other septic decommission and reuse programs to utilize for possible models.
- c. Meet and discuss the project with the SLOGB staff and our project engineer and:
  - County Health and Building Departments
  - Regional Water Resources Control Board
  - State Department of Public Health and Water Resources Control Board
  - SLO County septic system operations and professionals. ( **See Appendix 1C**)

The purpose of these meetings is to educate and collaborate to insure success of LOSDRP. Two meetings per group are estimated.

- d. Use available data to develop system component requirements
- e. Use available data to develop system capacity potential.

**Task 2. Develop Alternatives:**

The goal of Task 2 is to develop a suite of feasible alternatives for the reuse of septic system components (tank and/or leach field). SLOGB will provide feasible alternatives including the following elements:

- a. Detailed description of each alternative
- b. Estimated material, equipment and construction costs for each alternative assuming a typical septic system based on the findings from Task 1.

**EXHIBIT A**

- c. Estimated operation and maintenance effort and costs for each alternative
- d. Evaluation for each alternative of impacts related to the four primary benefits, a-d below
- e. Evaluation for each alternative of other potential impacts, integration with landscaping, plumbing and other systems
- f. Overall evaluation of feasibility for each alternative

SLOGB will prepare a Task 2 letter report developing alternatives included in steps a through f, for the reuse of septic system components (tank and/or leach field) as appropriate:

- a. Groundwater recharge  
SLOGB will include, in the development of feasible alternatives, criteria for evaluation of the alternative's impact on groundwater recharge. Simplified hydrological modeling and water balance estimating will be used to compare an abandoned septic system with each alternative.
- b. Runoff reduction  
SLOGB will include, in the development of feasible alternatives, criteria for evaluation of the alternative's impact on runoff reduction. For example, low impact development, rainwater harvesting, and similar alternative approaches are applicable to impact runoff reduction while graywater and similar alternatives may or may not have a direct impact on runoff reduction. Simplified hydraulics and water balance estimating based on a typical lots, house sizes, roof areas, and so on (depending on findings from Task 1) will be used to compare an abandoned septic system with each alternative.
- c. Water conservation  
SLOGB will include, in the development of feasible alternatives, criteria for evaluation of the alternative's impact on water conservation. Indoor and outdoor water uses to be offset with applicable alternatives, such as graywater and rainwater, have an impact on urban residential water conservation. Water conservation criteria will be based on typical household water use for local residents and will be used to compare an abandoned septic system with each alternative.
- d. Water quality  
SLOGB will include, in the development of feasible alternatives, criteria for evaluation of the alternative's impact on water quality. Approaches for improving water quality such as storm water retention and treatment will be evaluated for overall qualitative and quantitative factors such as pollution reduction, peak flow retention, and infiltration impacts, where applicable. Feasible alternatives will be compared with an abandoned septic system scenario.

### **Task 3. Develop System Reuse Standards:**

The goal of Task 3 is to prepare a Septic Tank and Leach Field System Conversion Guide that will serve as the Task 3 letter report that meets the task requirements: specifically, to describe system reuse minimum standards designed to protect public and environmental health, and as a guide for construction inspections, including addressing the tank condition, leach field condition, initial cleaning & sanitation standards, and plumbing and electrical connections.

SLOGB will develop the minimum standards for system reuse in a guide format that will facilitate professionals and inspectors with protecting public and environmental health with the following elements:

- a. General Scope
  - Performance Objectives
  - Related Standards
- b. Design Basis and Requirements
  - Calculations & Design Basis
- c. Components and Materials
  - Collection & Conveyance Systems
  - Storage Systems
  - Piping, Appurtenances & Inlets/Outlets
  - Pumping Systems
  - Filtration & Disinfection Systems
  - Labeling Requirements
- d. Installation Requirements
- e. Testing & Commissioning
  - Tank Condition Evaluation
  - Leach Field Condition Evaluation
- f. Initial Cleaning & Sanitation Standards
  - Disconnection Requirements

## EXHIBIT A

- Disinfection Requirements
- Water Quality Testing Requirements
- g. Plumbing and Electrical Connections
- h. Inspections
- i. Operation & Maintenance

The Septic Tank and Leach Field System Conversion Guide will include specifications for evaluating the integrity and proper conversion of existing septic tanks to be used as rainwater harvesting or other uses. The Conversion Guide may contain instructions, procedures, diagrams and/or drawings, references to applicable requirements and other standards, code and ordinance requirements, industry practices, and challenges typical encountered.

**Note: Initial Public Presentations will occur here as noted in Task 6**

#### **Task 4. Prepare Public Education Materials:**

The goal of Task 4 is develop the materials for public/community education of the LOSDRP.

SLOGB will:

- a. Prepare a homeowners guide to septic system decommissioning and reuse, utilizing all information, collected in Tasks 1-3, in an electronic format suitable for reproduction by the County. This will be based on the format utilized by SLOGB in the San Luis Obispo Guide to the Use of Graywater (San Luis Obispo Coalition of Appropriate Technology 2009) and the San Luis Obispo Guide to Rain Water Management for Low Impact Development (San Luis Obispo Coalition of Appropriate Technology 2010). Included in this guide will be text, graphics, and homeowner self assessment guidelines and methods
- b. Develop Public Presentation and Education Task 4 develops the material regarding LOSDRP and the LOSDRP Guide that will then be presented in Task 6. SLOGB will create the education materials which will be provided electronically to SLOC and will include:
  - Electronic media presentation (Power Point)
  - Seminar syllabus and related materials
  - Direct mailing materials
  - Door hangers

**Note: County input into the Guide will occur within this Task.**

#### **Task 5. Develop Onsite Assessment:**

The Task 5 goal is to develop a Uniform On-site Assessment Method and Materials.

SLOGB will develop:

- a. Assessment methodologies will include procedures, tools, materials, and techniques used to evaluate the performance of reuse systems, specifically related to groundwater recharge, runoff reduction, water conservation and water quality.
- b. Field assessment forms will focus on observations as well as qualitative and quantitative data to be used by field technicians to facilitate the performance evaluation of reuse systems. Recommended corrective actions and procedures will be included for systems not performing as necessary.

#### **Task 6. Present Public Education:**

The goal of this task is to get the word out by presenting Public Education sessions in various forums. SLOGB will provide the presentations of the LOSDRP utilizing materials discussed in Task 4 to the following groups:

- a) Elected Boards and appointed commission meetings
  - SLO County Board of Supervisors
  - Los Osos Community Service District
  - Los Osos Community Advisory Council
  - Regional Water Board
- b) Community-wide meetings-
  - SLOGB will put on two Appropriate Technology Kickoff events. These community events will include, LOSDRIP, food, music, beverages, related business tables and guest speakers.
- c) Focus groups, including:
  - Water and wastewater professionals-2 meetings (see Appendix I for list of potential names)
  - Construction trades and contractors-2 meetings Appendix II
  - Community service groups-3 meetings Appendix III

**Note: These presentations will occur between Tasks 3 & 4 as well as at this time.**

## EXHIBIT A

## Appendix I - Water & Septic

### A. Water Purveyors 3 Purveyors in the "Urban Services Line"

- Los Osos Community Services Department (LOCSD water service area)  
(805) 528-1053  
2315 Bayview Heights Drive  
Los Osos, CA 93402-3915
- Cal Cities Water aka Golden State Water Company (Southern California Water Company)  
(800)-999-4033  
1140 Los Olivos Ave  
Los Osos, CA 93402
- S & T Mutual Water Company  
(805) 528-0643  
2055 11TH St  
Los Osos, CA 93402

### B. Septic Professionals

- **BP General Engineering & Ed's Excavating**  
(805) 528-0882  
PO Box 6973  
Los Osos, CA 93412
- **[A's Septic Pumping Service](#)**  
805-528-0432  
Po Box 6996  
Los Osos, CA 93412
- **Valley Septic**  
SLO: (805) 541-1603  
SM: (805) 481-9700  
5460 Lorraine Ave  
Santa Maria, CA 93455
- **Clay's Septic and Jetting**  
Los Osos: (805) 528-2620  
Nipomo: (805) 929-5065  
952 Live Oak Ridge Road  
Nipomo, CA 93444
- **Ingram & Greene**  
(805) 466-0462
- **Barks Plumbing**  
SLO: 805-543-2635  
SM: (805) 928-5823  
1700 North Broadway,  
Santa Maria, CA
- **Roto Rooter**  
(805) 543-9288  
3380 Broad Street,  
San Luis Obispo

### C. Water and Wastewater Professionals

- Central Coast Water Quality Control Board
- Coastal San Luis Resource Conservation District  
645 Main Street, Suite F

EXHIBIT A

- Morro Bay, CA 93442
- County Public Works
  - County Environmental Health
  - National Water Research Institute (peer review of alternatives analysis)
- AECOM Engineers (I don't know if they have worked in Los Osos)  
805.542.9840  
1194 Pacific Street; Suite 204  
San Luis Obispo , CA 93401
  - CAROLLO Engineers, Walnut Creek  
Los Osos Waste Water Improvement Project Contract  
2700 Ygnacio Valley Road, Suite 300  
Walnut Creek, CA 94598  
(925) 932-1710  
(800) 523-5826
  - Michael Brandman Associates, Environmental Consultant (2008 Alternatives, EIR)  
220 Commerce, Suite 200  
Irvine, CA 92602  
714.508.4100 (office)  
Presentation of EIR for SLO County, in partnership with:  
Kennedy/Jenks, Bauer Environmental Services, Hopkins Groundwater Consultants, Inc., Far  
Western Anthropological Resource Group, Inc., and Associated Transportation Engineers
  - Fluid Resource Management  
Head quarters: 805.597.7100  
Grover Beach, CA 93433  
SLO: 225 Suburban Road  
San Luis Obispo, CA 93401-7503
  - Kennedy/Jenks (EIR help, Alternatives Analysis 2008)  
949-261-1577  
2355 Main Street, Suite 140  
Irvine, CA 92614
  - MWH, Engineers  
(805) 528-9384  
1236 Los Osos Valley Road  
Los Osos, CA 93402-3360
  - Wallace Group, Engineers  
(805) 544-4011  
612 Clarion Court  
San Luis Obispo, CA 93401-8177

## EXHIBIT A

## Appendix II - Community Service Groups

### A. Business

- **Los Osos Chamber of Commerce**  
2315 Bayview Heights Drive  
Los Osos, CA 93402-3915781 Los Osos Valley Road, Los Osos, CA 93402  
Mailing Address: P.O. Box 6282, Los Osos, CA 93412  
(805) 528-4884 FAX (805) 528-8401  
Email: [info@lobpcchamber.org](mailto:info@lobpcchamber.org)  
[www.lobpcchamber.org](http://www.lobpcchamber.org)
- **Board of Realtors**  
Scenic Coast Association of Realtors  
830 Morro Bay Blvd.  
Morro Bay 93442  
(805)772-4405  
<http://www.sceniccoast.org>
- **Kiwanis Club of Bay Osos**  
Boyd Lowe  
P.O. Box 6014  
Los Osos 93412  
(805)528-1945  
<http://www.lososaskiwanis>

### B. Groups

- Los Osos Sustainability Group  
Keith Wimer
- Morro Bay National Estuary Program  
601 Embarcadero, Suite 11  
Morro Bay CA 93442  
805-772-3834  
[staff@mbnep.org](mailto:staff@mbnep.org)
- Sierra Club  
Andrew Christy  
P.O. Box 15755  
San Luis Obispo, CA 93406  
543-8717.
- Surfriders  
PO Box 13222  
San Luis Obispo CA 93406
- EcoSLO  
PO Box 13222  
San Luis Obispo CA 93406  
(805) 544-1777  
[info@ecoslo.org](mailto:info@ecoslo.org)
- Coastalkeeper

## EXHIBIT A

Gordon Hensley  
Environment in the Public Interest/San Luis Obispo COASTKEEPER®  
1013 Monterey Street, Suite 202  
San Luis Obispo, California 93401  
805 781-9932  
[Coastkeeper@epicenteronline.org](mailto:Coastkeeper@epicenteronline.org)

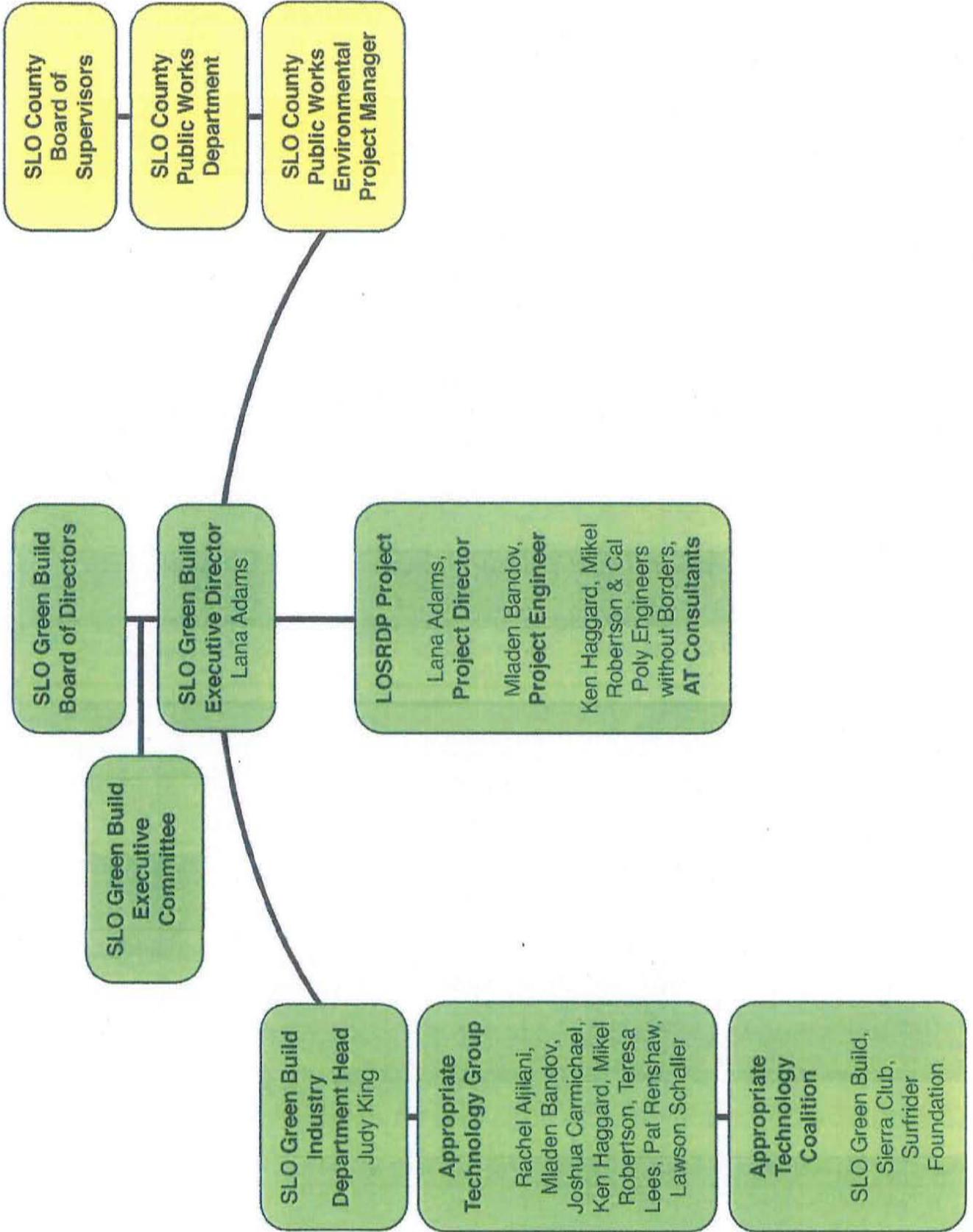
LOSDRP  
Proposal Budget

	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
<b>INCOME</b>						
440 County Contracts	\$36,000.00	\$9,200.00	\$18,400.00	\$8,250.00	\$2,900.00	\$13,500.00
<b>Total Income</b>	<b>\$36,000.00</b>	<b>\$9,200.00</b>	<b>\$18,400.00</b>	<b>\$8,250.00</b>	<b>\$2,900.00</b>	<b>\$13,500.00</b>
<b>EXPENSES</b>						
500 Payroll/Management	Task 1 \$3,100.00	Task 2 \$400.00	Task 3 \$600.00	Task 4 \$1,650.00	Task 5 \$300.00	Task 6 \$1,075.00
505 Staffing Contract Staffing Stipends	\$1,000.00					
506 Sub Contracting	\$17,000.00	\$7,600.00	\$15,400.00		\$2,225.00	
AT Consulting	\$3,500.00					
520 Contract-Public Events						\$8,000.00
530 Professional Services (Septic Inventory) (Guide & marketing Materials) (Meetings & Power Point)	\$6,000.00			\$5,525.00		\$2,400.00
<b>In Direct/Admin Overhead</b>	\$5,400.00	\$1,200.00	\$2,400.00	\$1,075.00	\$375.00	\$2,025.00
<b>Total Expense</b>	<b>\$36,000.00</b>	<b>\$9,200.00</b>	<b>\$18,400.00</b>	<b>\$8,250.00</b>	<b>\$2,900.00</b>	<b>\$13,500.00</b>
<b>BREAKDOWN EXPENSES</b>						
Payroll/Program Management	Task 1 \$3,100.00	Task 2 \$400.00	Task 3 \$600.00	Task 4 \$1,650.00	Task 5 \$300.00	Task 6 \$1,075.00
Sub Contracting Expense (505, 506, 536)	\$27,500.00	\$7,600.00	\$15,400.00	\$5,525.00	\$2,225.00	\$2,400.00
In Direct Program	\$5,400.00	\$1,200.00	\$2,400.00	\$1,075.00	\$375.00	\$2,025.00
<b>Totals</b>	<b>\$36,000.00</b>	<b>\$9,200.00</b>	<b>\$18,400.00</b>	<b>\$8,250.00</b>	<b>\$2,900.00</b>	<b>\$13,500.00</b>
<b>Totals</b>						<b>\$7,125.00</b>
						<b>\$60,650.00</b>
						<b>\$12,475.00</b>
						<b>\$8,000.00</b>
						<b>\$88,250.00</b>

EXHIBIT B

**LOS OSOS SEPTIC REUSE PROJECT ORGANIZATIONAL CHART**

12/21/11



**EXHIBIT C**

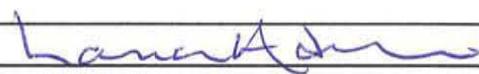
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> US Department of Agriculture & the EPA	<b>7. Federal Program Name/Description:</b> Rural Utilities Service  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Lana Adams</u> Title: <u>Executive Director</u> Telephone No.: <u>805 286 0072</u> Date: <u>1/21/12</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)