

AGENDA
FOR THE REGULAR MEETING OF THE GOVERNING BOARD
TO BE HELD August 6, 2013

The regular meeting of the Governing Board will be held commencing at 5:30 p.m. The location of the meeting is at 5300 Sixth Street, Carpinteria, California.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD APPROVAL OF AGENDA AS [SUBMITTED] [MODIFIED]
Board President asks the Board, public, staff, and legal counsel if there are any additions and/or modifications to the Agenda.

I. APPROVAL OF MINUTES AS [SUBMITTED] [MODIFIED]
July 16, 2013

II. PUBLIC FORUM
The public may address the Governing Board on items of interest to the public which are not already on this evening's agenda and are within the subject matter jurisdiction of the Board. The time allotted for this discussion shall be pursuant to Board Bylaws.

III. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report (Pages 1 -22)

Description: General Manager to review his written report regarding the following issues:

- Quarterly Incident Report
- Aerobic Digester Replacement Project Update
- SCAP Monthly Report
- Operations Update

2. Resolution No. R-266 (Pages 23 -95)
Adoption of Final Mitigated Negative Declaration West Padaro Lane Main Sewer Extension Project

Description: The Board to review and consider adopting Resolution No. R-266 Adoption of Final Mitigated Negative Declaration for the West Padaro Main Sewer Extension Project.

Staff Recommendation: Adoption of Resolution No. R-266.

3. **Notice of Award – Cash Contract No. 405** (Pages 96-171)
Rincon Point Septic to Sewer Conversion Project

Description: The Board to review and consider issuing a Notice of Award for construction of the Rincon Point Septic to Sewer Conversion Project to Travis Agricultural Construction, Inc. of Ventura, California.

Staff Recommendation: Approval of issuance of Notice of Award to Travis Agricultural Construction, Inc.

4. **Cash Contract No. 404** (Pages 172-180)
Rincon Point Offsite Improvements and Pump Station Project

Description: The Board to review and consider approval of Cash Contract No. 404 with Tierra Contracting, Inc. for the Rincon Point Offsite Improvements and Pump Station Project.

Staff Recommendation: Approval of Cash Contract No. 404.

5. **Multi-Agency Agreement** (Pages 181 – 190)
For Cooperative Use of a Safety and Training Officer - 2013 Update

Description: The Board to review and consider authorization to enter into a multi-agency agreement for the cooperative employment and utilization of a joint Safety and Training Officer.

Staff Recommendation: Authorize the General Manager to enter into the Multi-Agency Agreement for Cooperative Use of a Safety and Training Officer on the District's behalf.

6. **Contract Document Acceptance and** (Pages 191-192)
Authorization to Solicit Bids
Collection System Rehabilitation Project – Cash Contract No. 410

Description: The Board to review and consider accepting the Contract Documents for the Collection System Rehabilitation Project prepared by District staff and authorize solicitation of bids for construction.

Staff Recommendation: Acceptance of the 100% complete Contract Documents for the Collections System Rehabilitation Project and authorize advertisement and solicitation of bids for construction.

IV. BOARD ITEMS

A. **COMMITTEE REPORTS**

Description: Verbal reports by the committee chairperson(s) of the following committees:

- Standing Finance Committee
- Standing Personnel Committee
- Standing Public Relations Committee

(Pages 193-195)

B. GENERAL ITEMS

1. CASA Legislative Committee Report (Jeff Moorhouse)
 - Discussion of pending legislation affecting CASA member agencies.
2. LAFCO Report (Jeff Moorhouse)
3. SBCSDA (Santa Barbara – California Special Districts Association) Report
4. CSRMA Report (Jeff Moorhouse)
5. Board Member Vacation Dates
6. Future Agenda Items

V. ADJOURNMENT

FURTHER INFORMATION AVAILABLE

A staff report providing more detailed information is available for most agenda items and may be reviewed in the District office during regular hours (Monday - Friday from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.). Copies of individual reports may be requested at this office. Call (805) 684-7214 extension 10 for more information.

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact the District's Board Secretary at (805) 684-7214, extension 10, at least 48 hours prior to the start of the meeting.

Next Ordinance Available.....#14
Next Resolution Available.....R-267
Posting Date.....08/02/13

**CARPINTERIA SANITARY DISTRICT
IN THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA**

MINUTES

These are the **minutes** of the **regular** meeting of the Governing Board of the Carpinteria Sanitary District in the City of Carpinteria, County of Santa Barbara, and State of California.

The Governing Board of the Carpinteria Sanitary District held a regular meeting on **July 16, 2013**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California.

Directors Present: Jeff Moorhouse – President
Mike Modugno – President Pro-Tem
Michael Damron – Treasurer - **absent**
Lin Graf – Secretary
Gerald Velasco – Secretary Pro-Tem

Staff Present: Craig Murray – General Manager
Kim Garcia – Board Clerk
Hamid Hosseini – Finance Director

Legal Counsel
Present: Anthony Trembley – Musick, Peeler & Garrett, LLP

Public Present: None

President Moorhouse called the meeting to order and asked Director Graf to lead those present in the Pledge of Allegiance.

President Moorhouse noted for the record that Director Damron would be absent from tonight's meeting.

Board Approval of Agenda - President Moorhouse asked if there were any modifications and/or changes to the agenda. Hearing none, President Moorhouse said the agenda was approved as submitted.

Board Approval of Minutes of the Meeting of July 2, 2013 – Director Graf made a motion that the Minutes of the July 2, 2013 Regular Board meeting be approved as submitted; Director Velasco seconded the motion, and the motion was approved by a 4-0 vote.

Public Forum – None.

General Manager's Status Report – General Manager reported on the following:
Rincon Point Septic to Sewer Project Update – General Manager said bids were opened on Thursday, July 11, 2013 for the onsite portion of the Rincon Point septic to sewer project and the results were favorable. The apparent low bidder was Travis Agricultural Construction with a bid of \$1,256,553. Penfield and Smith will prepare a bid tabulation spreadsheet and commence detailed review of the bids received. **Smartcover Installations** – General Manager said installation of two new Smartcover manhole level monitoring units was completed. One was placed upstream of the crossing under Carpinteria Creek north of the Union Pacific Railroad tracks. The second unit was placed upstream of an inverted siphon on Via Real adjacent to the Polo Fields. This site was the location of an SSO in 2012. **IRWMP Grant Payment** – General Manager said the District received the final 10% retention payment of \$125,000 from the Prop 50 IRWMP grant for the Bluffs Sewer Relocation Project. Although the grant required significant effort to administer, it was a major benefit to District ratepayers. **Operations Update** – General Manager said the treatment plant is operating well and in full compliance with our NPDES discharge permit. A copy of the plant performance report for the week ending July 11th was attached. The collections system is operating well. No SSOs or other significant problems have occurred since the last Board meeting. Collections staff responded to an E-One pump failure that resulted from a malfunctioning water softener and a lateral blockage on La Brea where roots were removed. Staff is working on capital procurements for FY 2013/14 and planning other scheduled CIP projects. Scrubber media for OCU-3 was received and successfully changed out. Staff is implementing a comprehensive monitoring program to assess performance of new media in relation to our existing APCD permit requirements. A new sludge transfer pump was installed at the dewatering building as an interim solution and to provide flexibility during construction of the new aerobic digesters. Director Modugno asked that the plant performance report include permit effluent limitation values as well as the actual monitoring results.

Notice of Award – Rincon Point Offsite Improvements and Pump Station Project – General Manager said this project includes construction of approximately 1,360 linear feet of 8-inch diameter gravity sewer in Carpinteria Avenue, trenchless installation of 2,900 linear feet of 4-inch diameter HDPE force main in the US 101 right of way and construction of a sewage pump station, utility building and appurtenances.

General Manager said that on July 2, 2013 the District received six bids for the Rincon Point Offsite Improvements and Pump Station Project. The bids were opened publicly at the District office and it was determined that the apparent low bidder was Tierra Contracting, Inc., with a bid of \$1,459,771.

General Manager said the second low bidder was Specialty Construction of San Luis Obispo. Specialty asked for a complete copy of Tierra's bid which the District provided.

General Manager said the bid package submitted was determined to be complete and Tierra was deemed to have submitted the lowest responsive and responsible bid. Penfield & Smith, the project engineer, reviewed the bid packages and prepared a letter recommending contract award. There were several minor clerical errors within the bid document, but were determined to be immaterial irregularities that do not have a bearing on the validity of the bid.

General Manager said that it was staff's recommendation that the Board approve issuance of a Notice of Award for the Rincon Point Offsite Improvements and Pump Station Project to Tierra Contracting, Inc., of Santa Barbara, California, who was determined to be the lowest responsive, responsible bidder for this project with a bid amount of \$1,459,771.

Director Modugno made a motion that the Board approve issuance of a Notice of Award for the Rincon Point Offsite Improvements and Pump Station Project to Tierra

Contracting, Inc. of Santa Barbara, California; Director Graf seconded the motion. Legal Counsel suggested that the Board include a waiver of minor bid irregularities as part of the motion. Director Modugno and Director Graf accepted the modification and the motion, as modified, was approved by a 4-0 vote.

Cash Contract No. 412- Penfield & Smith - Construction Management, Inspection and Support Services for the Rincon Point Offsite Improvements and Pump Station Project and Rincon Point Septic to Sewer Conversion Project – General Manager said that this important project is funded by the homeowners, through Assessment District 2007-1 and based on construction bid amounts, it appears that adequate funds exist to undertake the entire project inclusive of the comprehensive construction period support services proposed by Penfield & Smith.

General Manager said project management throughout the design phase has been largely handled by Penfield & Smith. District staff solicited a proposal to provide construction management, inspection, and construction period engineering support for both Rincon projects. Their letter proposal dated, July 5, 2013, is included an Exhibit “A” to Cash Contract No. 414 and was attached for review.

General Manager said that their services would be based on a time and materials basis with a not to exceed project fee of \$498,400. District staff considers this estimated to be very conservative. Full time inspection services were assumed for the full duration of both projects. It’s likely that there will be overlap and periods of time where one individual can cover both projects which are anticipated to reduce costs.

General Manager said that it was staff’s recommendation that the Board approve Cash Contract No. 412 between the District and Penfield & Smith for construction management and related services on the Rincon Point Offsite Improvements and Pump Station Project and Rincon Septic to Sewer Conversion Project, with a not to exceed fee of \$498,400.

Director Graf made a motion that the Board approve Cash Contract No. 412 between the District and Penfield & Smith as presented; Director Modugno seconded the motion and the motion was approved by a 4-0 vote.

Resolution No. R-265 – Commending and Thanking Steven Gemeinhardt for 15 Years of Dedicated Service to the District – General Manager said that after over 15 years of dedicated service, Steve has indicated his desire to retire from the District on Friday, July 19, 2013. The District staff and Board of Directors thanked Steve for his years of loyal, reliable and committed service to the agency.

General Manager said there will be an appreciation luncheon for Steve on Friday, July 19th at 11:30. Board members are welcome and encouraged to attend.

General Manager said it was staff’s recommendation that the Board adopt Resolution No. R-265, as submitted.

Director Graf made a motion that the Board adopt Resolution No. R-265 Commending and Thanking Steven Gemeinhardt for 15 Years of Dedicated Service to the District; Director Velasco seconded the motion, and the motion was approved by the following 4-0 roll call vote: Director Graf voted aye, President Moorhouse voted aye, Director Modugno voted aye, and Director Velasco voted aye.

Finance Committee – Did not meet.

Personnel Committee – Did not meet.

Public Relations Committee – Did not meet.

CASA Legislative Committee Report – President Moorhouse reported that an email was sent to Board members regarding pending bills.

LAFCO Report – None.

SBCSDA Report – None.

CSRMA Report – None.

Board Member Vacation Dates – None.

Future Agenda Items – None.

Adjournment There being no further items to discuss, President Moorhouse adjourned the meeting at 6:05 p.m.

Jeff Moorhouse
President

Lin Graf
Secretary

Mike Modugno
President Pro-Tem

Gerald Velasco
Secretary Pro-Tem

Michael Damron
Treasurer



Carpinteria Sanitary District

Board of Directors Meeting
General Manager's Status Report

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: **General Manager's Status Report**
DATE: August 6, 2013

Quarterly Incident Report. Attached is a summary table detailing incidents, complaints and other customer interactions during the second quarter of 2013.

Aerobic Digester Replacement Project Update. Carollo Engineers is advancing the design to the 95% completion stage. Blower selection and specification remains an outstanding item, following a decision to migrate away from high speed turbo blowers. Although the most energy efficient solution, the turbo blowers have been proving to be less than ideal in applications with varying tank levels (i.e. pressure fluctuations). I visited the Palm Valley Water Reclamation Facility in Goodyear, AZ to observe an installation of hybrid positive displacement blowers manufactured by Aerzen. This machine is positive displacement type blower, with twisted lobes, that is reported to be up to 20% more energy efficient than the traditional PD blower design. The design team is evaluating this equipment further for consideration as an alternate bid item.

SCAP Monthly Report. Attached is a copy of the July 2013 SCAP monthly update. The District's membership in the Southern California Alliance of POTWs is very beneficial and I include this publication periodically for the Board to see what issues and concerns are in the forefront for SCAP.

Operations Update: WWTP and Collection System operations updates are as follows:

- The treatment plant is operating well and in full compliance with our NPDES discharge permit.
- District staff responded to a reported sewer overflow on Via Real west of the Polo Fields on the evening of Sunday, July 28th. A mainline blockage, later attributed to an accumulation of grease, caused approximately 150 gallons of wastewater to be released from a cleanout at an adjacent house. We cleared the mainline blockage and undertook cleanup and restoration efforts on the impacted private property. Follow up reporting, investigation and coordination with the homeowner was conducted the next day.
- Supervisory operations staff attended a full-day fall protection training/certification program held at the CSD offices (coordinated by the Safety and Training Officer). Information obtained is being conveyed to the entire staff.

Date	Location	Incident/Complaint	Determination/Resolution
4/20/2013	Santa Claus Lane	Alarm	District staff responded to a Smartcover alarm. Line was cleared and some foreign debris removed.
4/26/2013	Sand Point Rd	Alarm	Collection staff responded to an E-One Alarm callout. Resident disarmed alarm and upon arrival the problem seems to have been resolved.
5/17/2013	Santa Claus Lane	Alarm	District staff responded to a Smartcover alarm. Line was cleared with jetter.
5/24/2013	Fiesta Dr	Back up	Collection staff responded to a residence. A lateral stoppage in the line between the main and the property line clean out cause a spill of less than two gallons. Debris was cleaned and the gorlitz was used to clean to lateral clog.
5/29/2013	Sand Point Rd	Back up	Collection staff responded to a call from a resident believing there was a problem with the e-one. Upon arrival staff verified that the pump and panel were working within normal limits but upstream plumbing was affected. Provided caller with a list of local plumbers.

[Homepage](#)

[Air Quality Report](#)

[Biosolids Report](#)

[Collections Report](#)

[Energy Report](#)

[Water Issues Report](#)

[Pretreatment Report](#)

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www.facebook.com/SCAPUPDATE



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Executive Director's Message

HAPPY JULY 4TH INDEPENDENCE DAY!

DESIGNER WATER? REALLY!

DIVERSITY IS THE SOLUTION!



It's all about choices these days! The year was 1776 and our founding fathers had an important decision to make. One that would forever change the course of history. Should they remain loyal to the Crown and accept a future of continued tyranny from a country that many were now a generation removed from or forge ahead independently, while forming a new nation based on principles gleaned from centuries of oppression. Fortunately for us and all generations to follow, they made the right choice.

I'm sure you have had to make tough decisions before, maybe not to the same extent as our founding fathers, but important choices nonetheless. For example, you sit down to eat at an upscale restaurant and inevitably the waiter comes up to your table and the first thing he asks is, "would you prefer premium bottled water or tap water"? The seconds tick by and like a computer your mind races through a number of responses such as, "I didn't even know I had a choice" or "I wonder how much the bottled stuff costs"? Stalling for more time you put the poor waiter on the spot and ask if he knows what's the source of their tap water? Is it from the Colorado River, northern California or from a local supply? Is the TDS less than 300mg/l? Inevitably, the waiter either gives you an icy stare or shrugs and says he has no idea.

Until a recent visit to West Basin Municipal Water District's (West Basin) Edward C. Little Water Recycling Facility (ECLWRC), located in El Segundo, I had no idea that there were similar choices to be made when ordering recycled water?



Edward C. Little Water Recycling Facility

The ECLWRF was named after Edward C. Little in honor of his commitment to West Basin, the water industry, and to providing a reliable water supply for the region. Mr. Little is a former Culver City councilman and current vice president of the West Basin Board of Directors, while serving his fifth term on the Board. The ELWRF has just completed its fifth expansion (Phase V), since its initial construction in 1995, nearly doubling the plant's production of recycled water.

In terms of recycled water, West Basin proudly boasts they produce five different qualities of "designer" or custom-made recycled water that meet the unique needs of its municipal, commercial and industrial customers. Recently, I had an opportunity to sit down with Marc Serna, West Basin's Manager of Engineering, and Ron Wildermuth-Public and Government Affairs Manager to learn more about West Basin's unique approach to providing recycled water to its customers. Marc explained that the ECLWRF is the largest water recycling facility of its kind in the United States and is the only treatment facility in the country that produces five different qualities of custom made recycled water. The facility produces 30 million gallons of water every day, conserving enough drinking water to meet the needs of 60,000 households for a year.



Marc and Ron

The five types of designer water include:

- Tertiary Water (Title 22) for a wide variety of industrial and irrigation uses;
- Nitrified Water for industrial cooling towers;
- Softened Reverse Osmosis Water: Secondary treated wastewater purified by micro-filtration (MF), followed by reverse osmosis (RO), and disinfection for groundwater recharge;
- Pure Reverse Osmosis Water for refinery low-pressure boiler feed water; and
- Ultra-Pure Reverse Osmosis Water for refinery high-pressure boiler feed water.

Let's say you are a city that operates a golf course and have a need for a reliable source of irrigation water. Simply dial up West Basin's number and put in an order for their Title 22, Tertiary Water to meet your irrigation needs [editor's note: obviously a distribution pipe is also needed]. Or possibly you operate an oil refinery and you need

feed water for both your low and high pressure boilers. For these applications, West Basin offers a choice of Pure Reverse Osmosis Water or Ultra-Pure Reverse Osmosis Water, which is produced by passing the water through the R.O. unit a second time.

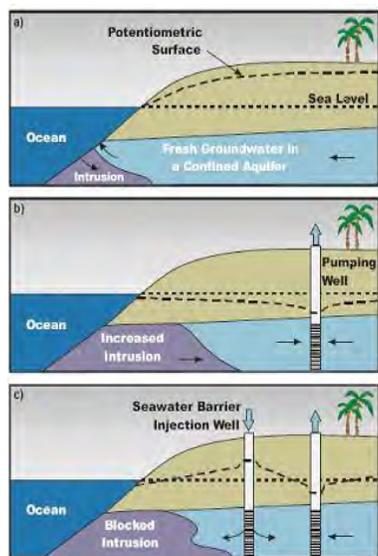


Figure 1 - Seawater Intrusion and Barrier Wells:
 a) Natural condition where the potentiometric surface slopes towards the ocean and there is minimal intrusion;
 b) Excessive pumping draws the potentiometric surface below sea level causing increased seawater intrusion; and
 c) Injection well builds up pressure so that the potentiometric surface rises above sea level and blocks the intrusion.

Perhaps the most unique aspect of West Basin's operation is its involvement with maintaining two seawater barriers in an on-going effort to protect the regions groundwater resources. As early as 1918 saltwater began intruding into the drinking water wells in El Segundo due largely to over-drafting of the groundwater basin by pumpers. The continued degradation of the groundwater provided the impetus to resolve the problem and after 29 long years of studies and legal actions, the West Basin MWD was finally formed in 1947 by a vote of the people.

Over the next 20 years the District worked on various legal issues including groundwater adjudication, new legislation to form conservation zones within the Los Angeles County Flood Control District (LACFCD) and the construction of test barriers to access the effectiveness of using freshwater as a hydraulic barrier. Ultimately, the first seawater barrier, the West Coast Basin Seawater Barrier, was constructed in 1968 by the LACFCD consisting of 94 recharge wells, injecting 50

million gallons per day of fresh water into the ground, along with the installation of 256 observation wells.

A seawater barrier is a series of injection wells positioned like a dam between the ocean and the groundwater aquifer. These wells inject water along the barrier to ensure that the water level near the ocean stays high enough to keep the seawater from seeping into the aquifer. A combination of West Basin’s high quality recycled water and imported water is injected into the seawater barriers. There are two seawater barriers that receive this combination of water: the aforementioned West Coast Basin Seawater Barrier and the Dominguez Gap Barrier that was constructed in 1971. LACFCD owns, operates, and maintains the barrier projects and the Water Replenishment District of Southern California (WRD) purchases the water that is injected into the barriers.

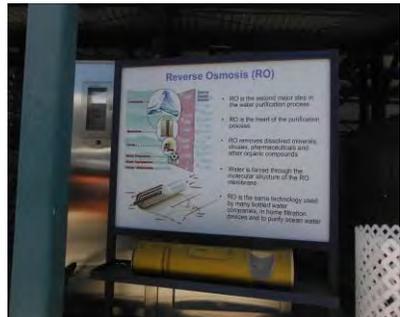
Initially, West Basin supplied Colorado River Water to the barriers until 1974 when it switched to State Project Water. It wasn’t until after construction of its Water Recycling Facility in 1995 that West Basin was able to deliver high quality recycled water to the barriers. West Basin has until now provided a combination of imported water and recycled water to the West Coast Barrier project, steadily increasing its percentage of recycled water from 25% of the barrier’s demand to what now has become 100%, thanks to the recently completed Phase V expansion of the ELWRF.

It’s important to mention that one of the “designer” waters produced by West Basin exclusively for groundwater recharge is Softened Reverse Osmosis Water. This particular designer water consists of secondary treated wastewater, obtained from the City of Los Angeles’ Hyperion Wastewater Plant, that is purified by micro-filtration (MF) followed by reverse osmosis (RO) and disinfection. This is high quality drinking water that I personally tested by drinking straight from the discharge pipeline at the ECLWRF. So with all honesty, I can now say I have safely consumed water from Hyperion.



Ron pulling a drinking water sample

As part of the ECLWRF Phase V Upgrade, West Basin installed an Ozone Pretreatment System that is used to increase micro-filtration efficiency. According to Marc, “as far as he knows they are the first in the nation to use Ozone for this purpose”. He went on to



A cutout of the R.O. filter



Older Style Submerged MFs



Ozone Pretreatment System

state that because of the Ozone they project a \$50 per acre-foot savings in maintenance costs associated with operating the MFs. Speaking of filter membranes, West Basin has been truly innovative when it comes to selecting the correct membrane for the application. They employ a design/build concept and begin by creating a short-list of pre-qualified contractors and then require a life cycle analysis of each membrane type submitted. The selected contractor then must conduct a pilot test supporting their claims for performance and estimated operational cost.

Throughout the interview, it became clear to me that West Basin is continually looking for ways in which it can offset



R.O. Filters

imported water by developing local supplies. One such project underway is West Basin’s operation of a Temporary Ocean-Water Desalination Demonstration Facility (Demonstration Facility) at the SEA Lab in Redondo Beach. The purpose of which is to conduct research and testing on full-scale equipment that also protects the environment. Their stated goal is to increase production of desalinated ocean-water so that it will comprise 10% of the drinking water they supply to their customers by 2020.



Desalination Demonstration Facility

Larger agencies such as West Basin have the luxury, and I suppose the obligation, to promote public awareness and education when it comes to protecting our scarce water resources. West Basin, as expected, does a great job at this and its student outreach program, headed up by West Basin’s Education Coordinator, Darryl Ramos-Young, is nothing short of outstanding. There are 14 school districts within West Basin’s service area and they make two entirely different field trips available to any school wishing to send their students. West Basin even goes so far as to provide free buses for transportation of the students. They even go the extra mile by requiring the buses to have seat belts and run on green fuel.

The first program is called the *Water Explorations School Tour Program* and



involves conducting indoor and outdoor activities at the ECLWRF Visitor Center. This trip is designed for 3rd to 12th grade students and lasts about 5 hours. The indoor activities include a treasure hunt that teaches them about water issues in California, water cycle principles, water conservation and water infrastructure. The learning session includes an outside tour of the ECLWRF and is followed up with a trip to either the Sea Lab, operated by the Los Angeles Conservation Corps, or the aquarium on the Redondo Beach pier.



Ron and John sampling the desalinated water

The second program is called the *Splash Science Traveling Tide Pool Program* and is geared for 4th and 5th graders. The fall and winter program provides for a 45-minute tour of the Desalination Demonstration Facility and a “touch tank” experience of the sea creatures located next door at the Sea Lab. The spring and summer program is classroom oriented and includes an aqueduct race and an audience response period using hand held computers. Each



Water Conservation Kit

student is also given a water conservation kit to take home that contains a shower timer, leak detector, low flow nozzle, activity booklet and a note pad to report on their water wasting friends. Other programs include the *2013 Solar Cup Competition*, a *Student Art Contest* and a *Teach and Test* program sponsored by the Surfrider Foundation, where student volunteers from four local high schools collect water samples and analyze the water quality from South Bay beaches for one year.



Darryl Ramos-Young and Ron Wildermuth

These days I am always interested to see what our public agencies are doing in terms of environmental awareness. What I found is through West Basin’s recycled water efforts, the Hyperion Wastewater Plant is discharging 10% less effluent into the Santa Monica Bay. A 60,000 SF solar power generating station at the ELWRF produces approximately 10% of its peak power needs, while reducing carbon dioxide by 356 tons per year. West Basin also has implemented an *Ocean Friendly Gardens Program* in partnership with the Surfrider Foundation, providing free native, ocean-friendly landscaping workshops and available rebates for the 'smart' sprinkler controller. “Ocean Friendly” revolves around conservation, permeability and retention, all with the aim of conserving water while still creating aesthetic gardens.

Objectives of the program are:

- Increase water supply reliability
- Improve water quality
- Conduct public educational workshops
- Increase water awareness through water efficient demonstration gardens

The benefits to this project occur in the following ways:

- Water Conservation (20-50%)
- Runoff Reduction (by up to 70%)
- Public Education
- Use of Efficient Technology
- Create Areas of Biological Significance that has resulted in the construction of 10 such gardens within their service area.

Residential weather-based irrigation controller



Native plant garden



Commercial weather-based irrigation controller



It is apparent that West Basin manages a diverse portfolio of water sources that includes imported water from the Colorado River and Northern California, high quality recycled waters and future desalinized water. Through the leadership of the Board of Directors and the General manger, Rich Nagel, West Basin continues its tradition of being a forward thinking, world-class water agency that is a leader in conservation efforts community outreach.

Reuseably yours,
John Pastore, Executive Director

Comments?

If you would like to leave a comment about content or layout of this newsletter, please feel free to contact us at [SCAP](#).

Clean Water Summit Partners Update by John Pastore, SCAP

No new meeting date scheduled at this time.



Reader’s Poll: Which photo do you like best?

AIR QUALITY COMMITTEE REPORT

Kris Flaig, Chair
kris.flaig@lacity.org

David Rothbart, Vice Chair
drothbart@lacsdsd.org

LOCAL AIR DISTRICT NEWS AT A GLANCE

Posted meeting dates and proposed new rule development for the following air districts can be found at these sites:

[Imperial County APCD](#)

[Mojave Desert AQMD](#)

[San Diego APCD](#)

[Santa Barbara APCD](#)

[Ventura County APCD](#)

[South Coast AQMD](#)

[SCAP Air Quality Committee Update](#) by Kris Flaig, Chair-City of LA

With the recent deluge of workshops and webcasts, it is sometimes hard to cover them all. Thankfully, within the SCAP Air Quality cadre there are a number of people who can contribute to the effort. We might be thankful as well that some of these events are only preludes to regulations that are to be released... soon.

Recent events of significance include a general AB32 Scoping Plan workshop (copy can be found [here](#) and on the SCAP website) and one focused on Southern California, which warmed over the 5 expected areas of changes. In mid-August, we can expect to see a preliminary draft of the 2013 update.

There was the CARB webcast on changes to the GHG Mandatory Reporting Requirements (MRR). For most of us POTWs, this amounts to more data collection as thresholds come down, with the addition of having to report biomethane (if you have it), even if it does not take you into Cap and Trade. In mid-July, we should see CARB's proposed regulatory language, followed by a formal regulatory proposal in mid-September.

CARB also had an EJAC Meeting, which must have been low on CARB's list of priorities, as it was not a webcast!

There was a webcast featuring both CARB and CalRecycle looking at the Waste Management Sector, including composting and anaerobic digestion, MSW thermal technologies, and reducing landfill waste from the baseline by 75%. CalRecycle moves slowly, but has every right to surprise us (and has!).

There was the LCFS Workshop, the amendments for which leave us a tiny hole to possibly wedge wider for a CARB protocol on offsets. In July, CARB will hold 3 more LCFS Regulatory Amendments Workshop webcasts, giving us more opportunities to comment on breaking down barriers. Seems they want to tell us something.

CEC held a Workshop on Increasing Demand Response Capabilities in California. This is key for two reasons: lots of projects are necessary to replace power formerly produced by the San Onofre Nuclear Generating Station; and barriers must be brought down to enable POTWs to contribute the full breadth of our capabilities.

There was an USEPA webinar on CHP, during which EBMUD and OCSD got to present their projects, a turbine and ICE, respectively, and a few of their air quality problems. USEPA may have more educational presentations in the coming months.

The point is that, even if you cannot attend in person, you can many times attend on-line. I've heard it said that hearing the message first-hand can often enable you to address the issues.

July 2nd will have been a joint meeting for the CWCCG and CASA Energy Group with video conferencing, as well.. The face-to-face component was deemed necessary to get better connected. We'll then resume web-based meetings as a matter of efficiency and saving our agencies' travel budgets.

In all your travels, I hope you make it to some of these webcasts and webinars, and the occasional meeting that is not on the web. In all your travels, I hope the changing climate meets you half-way with a warm sun and light breeze.

BIOSOLIDS COMMITTEE REPORT

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Tom Meregillano, Vice Chair
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Diane Gilbert Jones, Vice Chair
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[CalRecycle 75% Recycling Goal](#) by Tom Meregillano, Vice Chair-OCSD

SCAP continues to work closely with CASA and Tri-TAC to seek clarity on the status of the CalRecycle's plan to achieve 75% recycling goal of AB 341. In particular, the interest has been on the possibility that CalRecycle may eliminate biosolids as an alternative daily cover (ADC) at municipal solid waste landfills along with its associated recycling credits. Last year, CalRecycle solicited comments on their preliminary plan, which many POTWs and sanitary associations responded. On June 18, 2013, CalRecycle hosted a workshop is to seek public input on a draft Waste Sector Management Plan that discusses activities to achieve the 75% recycling goal of AB 341 (see link below). It is still unclear the fate of biosolids at municipal solid waste landfills. With the lack of infrastructure and markets in place for alternative options for biosolids, the possibility of prohibiting biosolids as an ADC is a concern. CASA is scheduled to meet with CalRecycle to gain further insight. Link: <http://www.calrecycle.ca.gov/Actions/PublicNoticeDetail.aspx?id=986&aiid=900>.

[Conferences, Workshops. Etc. Update](#) by Matt Bao, chair-LACSD

8th Annual California Bioresources Alliance Symposium, "A Call to Action", September 18-19, 2013 – The eighth annual California Bioresources Alliance Symposium will be held on September 18-19, 2013 from 9:00 AM to 5:00 PM at the Cal/EPA Building, 1001 I Street, Sacramento. CPUC Commissioner Carla Peterman will give a keynote on the future of bioenergy, and the opening session will focus on recent California legislation addressing bioresources. Other sessions include an update on the Bioenergy Action Plan, biogas challenges faced by wastewater treatment plants, the federal/state dairy digester initiative and dairy clustering, forestry products and urban residuals options, facility siting issues, and use of bioresources for mine reclamation. The afternoon of the second day there will be a field trip to the Sacramento Regional Wastewater Treatment Plant to see the Sacramento Municipal Utilities District biogas enhancement project and the Synagro biosolids pelletizer. The symposium brings together sector professionals,

municipalities, regulators, legislators, state and federal agencies, researchers, financiers, and others involved in California organic residuals. The two day event is co-hosted by University of California (UC) Davis Extension and the US Environmental Protection Agency, Region 9. Contact Lauren Fondahl, US EPA Region 9, at fondahl.lauren@epa.gov (415) 972-3514 for more information on the content of the symposium, or Magy Hoyer at mehoyer@ucdavis.edu (530) 754-8508 for information on registration, becoming a sponsor, or other questions about the Symposium.

COLLECTIONS COMMITTEE REPORT

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[Layperson's Guide to California Wastewater](#) by Dindo Carrillo, Vice Chair-OCSD

The Water Education Foundation (Foundation) has just announced the release of the Layperson's Guide to California Wastewater, funded by CWEA, Sacramento Regional County Sanitation District, and CWEA's Clean Water Summit Partners (CASA, SCAP, CVCWA, and BACWA). Often referred to as mini-textbooks, the 28-page guide is an in-depth, easy-to-understand publication that provides background information on the history of wastewater treatment and how wastewater is collected, conveyed, treated and disposed of today. The members of the Clean Water Summit Partners contributed to the development of the guide to help meet the need to have a credible, readable resource on wastewater. Although, the Foundation exercised editorial control, as with all their layperson's guides, and is responsible for the final content.

The Guide offers case studies of treatment plants and their processes. The regulatory and legal requirements of wastewater treatment are described, along with current challenges facing the industry and a list of additional resources. If your agency has an interest to the Guide please visit www.watereducation.org and look for Layperson's Guide to California Wastewater. The cost of the Guide is \$10 each. Possibilities include giving copies to members of the public who tour your plant, to your Board of Directors or City Council, and to new staff or those unfamiliar with the field. [**editor's note:** one copy of the Guide is being sent to each SCAP member agency free of charge]

[Stop, Don't Flush That](#) by Jennifer Fulcher, WEF Highlights-June 12, 2013

WEF members work to solve nondispersibles problem!

Robert Villée, Plainfield Area Regional Sewerage Authority (Middlesex, N.J.) executive director, worked with authority staff to test flushable-product claims using this system (*Photo courtesy of Villée*). Wastewater treatment systems operate 24-hours a day, 7-days a week — that is, until an item that doesn't belong makes its way into the system, clogging pipes and causing headaches for operators.



Defining nondispersibles

Perpetrators mucking up the system are known as “nondispersibles,” which currently means anything other than human waste and toilet paper that's flushed down the toilet, explained Robert Villée, Plainfield Area Regional Sewerage Authority (Middlesex, N.J.) executive

director and Water Environment Federation (WEF; Alexandria, Va.) Collection Systems Committee (CSC) Flushables Task Group member.

“The industry reference for dispersability is two-ply toilet paper ... [which] starts to break apart when the toilet is flushed and is indistinguishable in the wastewater system in a matter of seconds,” Villée said. Anything labeled as flushable should start to break apart during the flush and completely disperse within 5 minutes, he added. “Our mantra is, ‘It’s not flushable if it’s not dispersible,’” Villée said.



(A DC Water (Washington) pump clogged by nondispersible items flushed down the toilet. Photo courtesy of Hiram Tanner, DC Water manager.)

Only the wastewater industry uses this definition; manufacturers will label any product capable of making it through a home’s plumbing system as flushable, explained Hiram Tanner, DC Water (Washington) manager and WEF House of Delegates (HOD) Nondispersible Workgroup member. But in collection systems, treatment plants, and septic systems, nondispersibles clog pumps, pipes, and valves; overwhelm screens and bar racks; and block sewer mains. They can cause sanitary sewer overflows and require expensive repairs and replacement of pumps, screens, and other equipment, Tanner said. Nondispersible items also cause problems in private plumbing systems; they can cause sewers to back up into basements, leaving homeowners holding the bill for costly repairs, said Aubrey Strause, Verdant Water PLLC (Scarborough, Maine) owner and CSC Flushables Task Group member.

Misleading or absent labels compound the problem



A senior mechanic performs routine dragging in an Orange County Sanitation District lift station pump. *(Photo courtesy of Ingrid Hellebrand, Orange County Sanitation District.)*

The problem of nondispersibles in wastewater treatment systems has grown as more people use and flush such disposable toiletries as baby wipes, cotton swabs, and household cleaning wipes. One reason these nondispersible items end up in toilets is because they are mislabeled, Strause said. She explained that consumers often unknowingly flush items that collection systems can’t handle because of product packaging:

- Words such as “biodegradable” imply that a product can be flushed.
- Labels may lack or obscure the [“no flush” logo](#) created by manufacturer standard via the International Nonwovens and Disposables Association (INDA; Cary, N.C.).
- Products may erroneously label nondispersible items as flushable.

Devising an action plan

“The core need is to educate the public that things that don’t act like toilet paper should not be flushed,” Strause said. Consumers can encourage change by educating each other and bringing complaints to the attention of manufacturers, she added. The wastewater sector should work proactively to drive changes, taking the lead to develop standards for what’s flushable, Strause said. “We need to define dispersability from a wastewater utility perspective,” Villée said. Also needed is a transparent and independent test that mimics wastewater treatment operations and confirms flushability; this “will be the cornerstone of any future legislation,” Villée said. Next would come uniform labeling standards for products. “Nondispersibles should have ‘Do Not Flush’ prominently displayed on the front of a package,” Villée said. Often, consumers do not see labels on products, and many products do not

Independently, WEF CSC members have been spreading the word on nondispersibles. They have been giving presentations at conferences and events across the country, as well as sending letters and information to and discussing the issue with government, manufacturer, and industry leaders. Villée has even been working to put manufacturers' flushable-product claims to the test. He has assisted in two field studies in Portland, Maine, to see if flushable products are dispersing in sewer lines, he said. In addition, he recently worked with Plainfield Area Regional Sewerage Authority staff to test flushable-product claims. He found that "flushable" wipes took an average of 10 flushes before pieces started to break off, and one piece remained intact for 100 flushes, he said.

WEF Member Associations also have been working on the issue. The New England Water Environment Association recently released the position paper [Management of Non-Dispersibles in Wastewater](#).

Article: Groveland Sewer District says rate won't rise! by Chris Caskey, The Union Democrat-June 07, 2013

Groveland Community Services District board members said Thursday they will attempt to avoid rate hikes to pay for \$375,000 in fines and work required under a state legal settlement over sewage spills in 2010 and 2011. "We're not considering raising rates at this moment," said board President Steve Perreira, responding to concerns over the issue raised during the board's regular meeting.

The settlement with the California Regional Water Quality Control Board's Central Valley Region requires the district to pay a \$187,500 fine, broken into four equal installments over two years, to a spill cleanup fund administered by the state. The district also agreed to spend \$187,500 for repairs and upgrades to the district sewage-treatment system. The money, officials said, will come from reserves and will be paid back over time.

Jon Sterling, the interim district general manager, said GCSD is looking at purchasing and installing a centrifuge unit for the biosolids produced, known as sludge, at the plant. While it is not related to spills, the unit helps process the sludge, which was one of the problems cited by the water board with the overall system. The district has five years to pay for and install any plant improvements under the settlement. "It will actually help us to stay in compliance within our waste water discharge permit," Sterling said.

The regional water board and GCSD had been negotiating a settlement since 2011 over large sewage spills in August 2010 and March 2011. State water board officials accused the district of failing to properly report the spills and their sizes, which were eventually determined to be up to 59,000 and 96,000 gallons in raw sewage, respectively. District officials initially reported the spills, which reached local waterways, including Pine Mountain Lake, as 50 and 1,000 gallons. The state also accused the district of failing to properly maintain and manage the sewer system, keep records, and train employees on spill procedures.

The district could have been fined up to \$824,930 for its violations. And while the district is only paying \$375,000 directly for the settlement, Sterling estimates the district has spent over \$188,000 on legal fees, engineering costs and other expenses. Perreira said the GCSD board will release a final report in September or October that details the total amount the spills and violations cost the district, warning the public that it will be a "gi-normous" amount.

ENERGY MANAGEMENT COMMITTEE REPORT

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Electricity Prices Back on the Rise by Andre Schmidt, LACSD

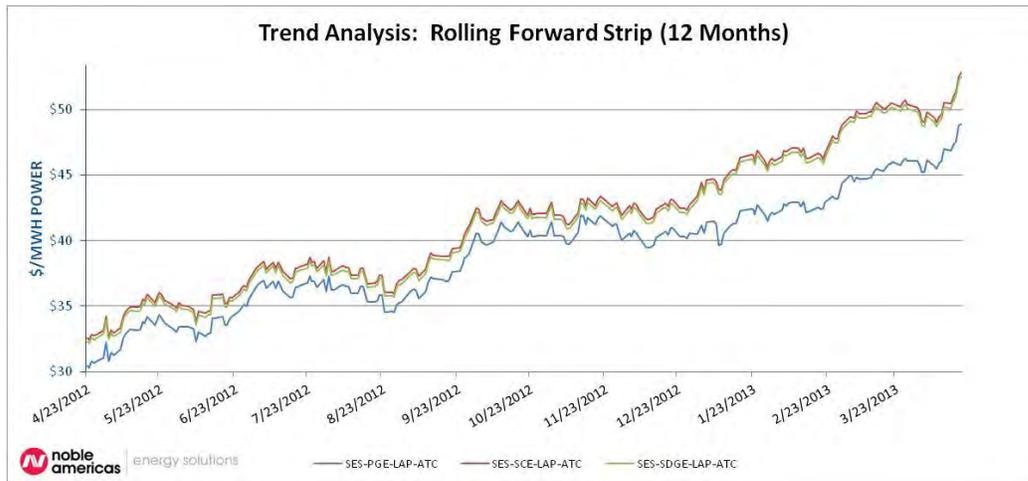
After seeing flat or even decreasing electricity prices over the past few years, prices appear to be on the rise once again. SCE has projected a 13.9% system average rate increase for its bundled customers, and the increases are likely to continue in future years (albeit hopefully in less dramatic fashion). This is being driven by a number of different factors.

1. Approval of SCE’s 2012 General Rate Case was delayed by a year. This resulted in 2012 rate increases going into effect in early 2013, almost concurrent with 2013 rate increases.
2. Natural gas prices have doubled in the past year from historic lows of under \$2 per MMBTU in April 2012 (see Figure 1). This has resulted in sustained increases in wholesale electricity prices over the past year, as demonstrated by Figure 2.
3. The shutdown of the San Onofre Nuclear Generating Station and corresponding supply constraints has caused a further increase in wholesale power prices in Southern California. Historically power prices in Southern California have been a couple dollars higher per MWh than Northern California (see Figure 2). But today prices are about \$5 higher in Southern California compared to Northern California. SCE and SDG&E have had to buy higher priced replacement power to make up for the loss of power from SONGS.
4. High priced renewables contracts are coming online to meet new Renewables Portfolio Standard requirements. In addition, the utilities are bringing new transmission projects online to bring the renewable energy to load centers.
5. Aging infrastructure such as power poles and transformers are reaching the end of their useful life and the utilities are budgeting large sums for replacement.

Looks like it’s time to sharpen our pencils and adjust operation budgets to account for higher electricity prices that are likely here to stay.

Figure 1: Henry Hub Gulf Coast Natural Gas Spot Price





[Who will pay for nuke’s \\$4.3B costs?](#) By Dan McSwain, San Diego Union Tribune--June 8, 2013

For better and worse, Southern California’s only nuclear power plant is being scrapped. Now begins an epic struggle over who gets stuck with the unpaid bill for nearly \$4.3 billion.

I feel a bit guilty raining on this historic moment with a messy discussion of cost. When the San Onofre plant was expanded in the 1970s, it represented a last hurrah in the waning days of the nation’s Atomic Age optimism, promising cheap and abundant electricity for 40 years without a molecule of the air pollution that plagued Southern California.

The plant drew opposition from the start that grew as people flocked to new homes in north San Diego and south Orange counties, and nuclear meltdowns shoved the words Three Mile Island, Chernobyl and Fukushima into the common vernacular. Many people just didn’t trust the government and a private company to protect them from radioactive disaster. Now the plant’s operator, Southern California Edison, is pulling the plug. The proximate cause is the utility’s botched installation of a heat-transfer system — it amounts to an elaborate radiator. Yet Ted Craver, Edison’s CEO, made it clear Friday that political pressure doomed the plant, as the utility faced years of hearings, lawsuits and regulatory “uncertainty.”

But before I get into why San Onofre was shut down, let’s get back to that tawdry matter of money. It turns out that cheap nuclear energy hasn’t been cheap at all, at least in Southern California. The uncollected costs to build and run San Onofre stand at roughly \$4.3 billion. In filings to federal regulators Friday, Edison said its share was \$3.4 billion. San Diego Gas & Electric, which owns 20 percent of the plant, estimates its costs at \$866 million. In addition, Edison estimates that “decommissioning” the plant will cost \$4.12 billion. This is a process that, for decades, will employ 400 workers or so dismantling the reactors and storing spent nuclear fuel. Consumers have already been paying for this massive project for about 30 years, through a line item on utility bills called “nuclear decommissioning fee” or something similar. The project is about 90 percent funded, with the money in a state-run investment pool, Edison officials say.

This brings us to about \$8.4 billion in costs for San Onofre. That’s a big number, but bear in mind that nearly half is already squirreled away. Meanwhile, the California Public Utilities Commission is conducting a giant, quasi-judicial

process to decide who pays that \$4.3 billion of uncollected cost. This figure includes the ill-fated upgrade that included a faulty heat-transfer system, nuclear fuel, replacement power and other costs. If the plant was running, regulators would ordinarily spread these costs out over years on utility bills. But the plant isn't running, so all bets are off. For the next year or two, the PUC will hear arguments from a cast of hundreds that include utility executives, consumer advocates and the public, including an "intervenor" represented by Michael Aguirre, the pugnacious former San Diego City Attorney. This uncertainty over how much, and even whether, the utility gets paid, is the chief reason Edison decided to shutter the plant.

In most businesses, a broken asset launches a panicked effort to fix it, so the company can resume using it to make money. Indeed, Edison's supplier said it was ready and able to fix or replace its heat transfer systems. But in the world of regulated monopolies, the chief question for an executive is whether politicians and regulators will allow the utility to collect its investments from its customers. With everybody from U.S. senators to neighborhood groups trying to scuttle its nuke, Edison faced years of litigation and regulatory uncertainty — with the meter running for its shareholders. This shutdown decision was a "no-brainer," from a business standpoint.

From the outside, the PUC's decision on what happens now seems obvious. Edison screwed up, so its shareholders should eat the \$4.3 billion, right? Historically, the opposite has happened, with consumers generally paying for utility industry mistakes. For a particularly painful example, look no further than California's 2000-'01 power crisis, which cost consumers billions and lingers on bills to this day. Having state regulators bless your industry's decisions provides lots of cover, it turns out. Still, the utilities are bracing for losses. On Friday, Edison alerted investors to potential losses ranging from \$450 million to \$650 million. SDG&E gave a range between \$30 million and \$110 million.

Edison has also filed a \$234 million claim with the nuclear industry's insurance fund, along with a \$139 million warranty claim with the company that made the failed generators. All these moving parts suggest a regulatory fight about who pays the rest — upward of \$3.3 billion.

This leaves the PUC with a tough decision. If it socks the utilities too hard, they won't be able to attract enough capital to install all the "smart grid" gadgets necessary for California's transition to greater reliance on wind, solar and other renewable energy sources. If the brunt is piled onto the bills of consumers, who already pay among the nation's highest utility rates, regulators risk further increasing the drag on the state's lagging economy. My prediction is that consumers will indeed get the worst of this debacle, but regulators will trickle the damage onto bills in small amounts over decades.

Meanwhile, Southern California will scramble to find enough power, especially if hot summers ensue, or wildfires under rural power lines crimp energy imports. San Onofre supplied 20 percent of SDG&E's power supply, and 17 percent of Edison's. Craver, the Edison CEO, said that power plants using natural gas will fill most of that gap, with a smattering of renewable resources. The reason is partly technical: Fossil-fueled plants can ramp up quickly to meet demand, while renewable energy can be disrupted by clouds or windless days. San Onofre's shutdown increases the odds that the operator of Carlsbad's Encina power plant will replace the hulking, 50-year-old generator, which burns natural gas, with a more efficient version. Carlsbad residents have opposed the "repowering."

Building new power plants throughout Southern California will cost money and increase air pollution, to mention just a few of the less apparent costs of a nuclear free community. Certainly, the cost is well worth it for many of the millions of people who've lived in fear that a nuclear mishap could threaten their communities. After all, that \$8.4 billion tab to retire and pay for San Onofre boils down to \$1,333 per meter for Edison and SDG&E's customers. We should know in a year or two who pays it.

WATER ISSUES COMMITTEE REPORT

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Jennifer Shepardson, Vice Chair

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SWRCB Bio-Objectives Policy Implementation by John Pastore, SCAP

The SWRCB conducted a workshop earlier in the year to discuss its Biological Assessment Tools for California Streams. The following is short summary to refresh everyone's memory as to what is going on.

The SWRCB intends to set new Policy Goals in conjunction with implementing a new Bio-Objective Policy for freshwater streams in California. At the workshop the following topics of discussion were covered:

- Defining Reference Condition
- Numeric Scoring Tools
- Stressor Identification Guidance
- Scientific Review Process
- Next Steps
- Public Comments

State Water Board staff also presented the following policy goals it hopes to achieve upon completion of this process:

- Formally adopt biological assessment methods and thresholds for assessing attainment of aquatic life beneficial uses
- Establish a consistent, statewide framework for interpreting biological data
- Institute policy with statewide consistency AND regional flexibility
- Establish policy for identifying and protecting high quality streams
- Set reasonable expectations for modified streams

Public comments from CASA, SCAP, CVCWA, Tri-TAC, CFA, City of San Diego, Las Virgenes MWD/Trifuno JPA, LADWP and Heal the Bay were received and evaluated by SWRCB staff. A Tri-TAC working group was formed and has been in discussion over the proposed policy from a technical standpoint. The working group will be meeting next week to discuss the following specific areas concern:

1. Summary of Implementation Options 1, 2, and 3 provided by SWRCB
 - a. Discussion of our understanding and identification of areas needing clarification
2. Discuss and Develop Major/Over-arching Tri-TAC Positions
 - a. Numeric Water Quality Standard or Numeric Water Quality Target
 - b. Addressing Areas Where Reference Expectations are Unreasonable
 - i. Identify where we think these areas are and attempt to understand where the SWRCB thinks they may be.
 - ii. Consider exemptions for some or all directly in the policy.
 - iii. Use of Category 4C designation to exempt these locations
 - iv. Consider the setting of alternative thresholds ("Best Attainable") for these locations
 - v. Consider applying a "no further degradation" approach to these locations
 - vi. Any other options?
3. A review of other approaches taken by states in developing biological objectives.

WASTEWATER PRETREATMENT COMMITTEE REPORT

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[June 11th SCAP Pretreatment Committee Meeting](#) by John Pastore, SCAP

More than 30 participants attended last month’s Pretreatment Committee meeting held at the Inland Empire Utilities Agency in Chino. OCSD’s Director of Facilities Support Services Division, Nick Arhontes, presented the group with the latest information



concerning the growing problem for wastewater agencies related to the flushing of non-dispersible materials. Nick’s “[What2Flush?](#)” presentation has become legendary and Nick does a great job at keeping it updated with the very latest news from both a regional and national perspective. Nick also previewed SCAP’s [Non-Dispersible Incident Reporting Form](#) and encouraged agencies to begin using it, as SCAP will be compiling a database of information for future use. A copy of all of Nick’s presentations can be found on the SCAP website [here](#).



In addition, SCAP’s executive director, John Pastore, made a presentation outlining the SWRCB’s planned initiatives for pretreatment program oversight. Staff from the SWRCB has recently been joining local Regional Board and EPA contractor teams during Pretreatment Compliance Inspections (PCIs) and Pretreatment Compliance Audits (PCAs). Based on experiences from these PCIs and PCAs, the SWRCB is considering instituting the following initiatives as part of its pretreatment program elements:

1. Expedite Delivery of Final Reports
2. Aggressively Support Enforcement Actions
3. Yet to be determined implementation details of enforcement actions

For further information, a copy of John’s presentation is posted on the SCAP website [here](#).

[Tri-TAC Pesticide Steering Committee Update – June 2013](#) by Kelly Moran, TDC Environmental

The attached Federal Register Notice below formalizes the requirement for a permit for aquatic pesticides applications. California’s regulatory program to implement this requirement is already in place (See [this link](#)).



2013-15445.pdf

ANNOUNCEMENTS

News from EMWD

Public and Governmental Affairs Department



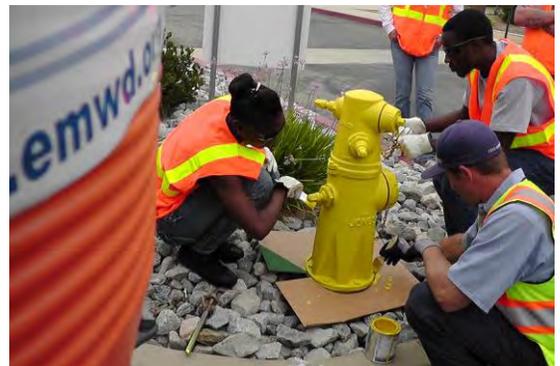
[EMWD, County partner on Youth Ecology Corps pilot program](#)

Perris, CA (June 13, 2013) — Eastern Municipal Water District and the Riverside County Workforce Investment Board (WIB) have partnered on a pilot program for area youth who will perform a number of projects this summer as part of a Youth Ecology Corps.

Six students will get hands-on training as part of the first-year program and will work for six weeks to obtain on-the-job training in real-world environments.

Throughout the program, which began on June 4, 2013, the students will participate both independently and alongside EMWD staff on a number of projects, including the rehabilitation of District-owned fire hydrants, maintenance at the manmade San Jacinto Wetlands and a beautification of the Temecula Valley Regional Water Reclamation Facility.

Corps members will also have the opportunity to shadow EMWD employees, tour District facilities, learn about water and wastewater issues and interview staff across multiple departments to learn more about potential career paths.



“I am extremely excited about this program and the opportunity it will provide this group of young, driven individuals,” Riverside County Third District Supervisor Jeff Stone said. “I am confident this program will be a great success and set the tone for similar opportunities in years to come.”

Corps members will perform work in several different cities within EMWD’s 542-square mile service area and were also given extensive training on safety protocols while on the job.

Riverside County’s Empower Youth Opportunity Center, operated by California Family Life Center, administers the program on behalf of the WIB. The Youth Opportunity Center is funded by the federal Workforce Investment Act (WIA). “Partnering with EMWD on the Youth Ecology Corps gives us the opportunity to meet our goal to educate, employ and develop the skills of young people in our county,” WIB Director Felicia Flournoy said. “In addition to providing an important service to the community, these young people will exit the program with a better understanding of environmental issues as well as valuable job skills and potential career opportunities that will help them in the future.”

The six Corps members, who are all from the San Jacinto Valley, will earn an hourly wage as part of the program.

The goal of the program is to provide real-world opportunities for youth, ages 16-21, to better prepare them for long-term success in the work force. Among the components the program focuses on are academic achievement, leadership, career guidance and job retention.

“Eastern Municipal Water District is proud to be a part of this pilot program,” Board President Phil Paule said. “The opportunities presented to these young adults will have a meaningful and lasting impact on them and their communities. We are proud of each of them for their interest and the hard work they put forward.”

News from EMWD

Public and Governmental Affairs Department —



[New EMWD children’s book focuses on recycled water](#)

Perris, CA (June 10, 2013) — Eastern Municipal Water District is proud to announce the release of its latest student-produced children’s book that focuses on the role that recycled water plays within our community.

“Professor Purrkis Ponders Purple Pipes” is the sixth book authored by area middle school students as part of EMWD’s award-winning “Write Off” contest. The program encourages students to create books for grade school students that focus on water quality and conservation. EMWD partners with Rancho California Water District to present the annual contest. Professor Purrkis will soon join the other EMWD books as being available for download for the iPad, Kindle Fire and Nook Color from www.emwd.com/ebooks. EMWD is the only water agency in California to produce e-books.



“Professor Purrkis” was written and illustrated by Temecula Middle School students Iliana Reyes and Alyssa Rossi. Temecula Middle School teacher Susan Sarkis served as their mentor/advisor.

Rossi and Reyes, who were honored at an EMWD awards ceremony, presented author readings at their former elementary schools in May. Roughly 350 students from eight different schools participated in the “Write Off” contest in 2012-13.

“These girls worked really hard for weeks on this,” EMWD Education Specialist Malea Ortloff said. “It was important to them to turn in a perfect project, and they did an amazing job.” Professor Purrkis Ponders Purple Pipes co-author and illustrators Alyssa Rossi and Iliana Reyes.

In the book, three students – Otis Turtle, Claire Bear and Presley Peacock – are given a homework assignment to create a poster about recycled water.

To learn more, the trio seeks the assistance of Professor Purrkis, who helps the students understand the process of turning wastewater into recycled water that can be used for beneficial purposes.

EMWD's series of books, which focus on water quality and conservation, began in 2009 as part of a "Write Off" contest among area students. Since then, five of the previous six books have been written by area middle school students and all six have been illustrated by students from schools within EMWD's service area.

The other books include "Gobi's Adventure," "Bartholomew Investigates how to Use Water Wisely," "Otis the Turtle gets Water Wise," "Cody the Crocodile Contemplates his Water Wise Propensity," "Mabel the Mouse and Breezy Bird Learn About Tap Water Quality: It's Good!" and "Gobi and Aguat Get Savvy about Water Quality."

Eastern Municipal Water District is one of the state's largest suppliers of recycled water, with more than 90 percent of its reclaimed water being recycled for beneficial use on agriculture, golf courses, parks and public landscaping. Recycled water is the high-quality effluent from the wastewater treatment process that has been disinfected and is safe for landscape and crop irrigation.

"As all water agencies face the reality of a limited water supply, it is important for us to help educate our stakeholders about the value of recycled water," EMWD President Phil Paule said. "Bringing the message of recycled water to classrooms allows us to educate our students on this important topic and provide lessons they will carry with them for years to come."

In conjunction with the release of the book, EMWD designs grade-level appropriate curriculum that will be used in classrooms across the region as part of EMWD's extensive classroom education program. EMWD's Education Department will reach roughly 60,000 students throughout the school year with educational opportunities in classrooms and at EMWD facilities.

For more information on EMWD's educational programs or to download the e-books, please visit www.emwd.org.

NEW SCAP MEMBERS

We wish to welcome our newest 2012-13 SCAP members:

City of Chula Vista

City of Huntington Beach

Padre Dam Municipal Water District

Santa Ana Watershed Protection Authority

Noble Americas

Anaergia Services

Jericho Systems, Inc

Helio Power, Inc.

DohertyTech, Inc. – Los Angeles

Facility Process Solutions Consulting, LLC

Thank you for your support!

..... SCAP Staff

Non Sequitur

I was born an American; I will live an American; I shall die an American.

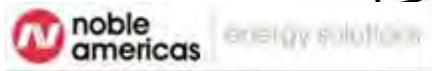
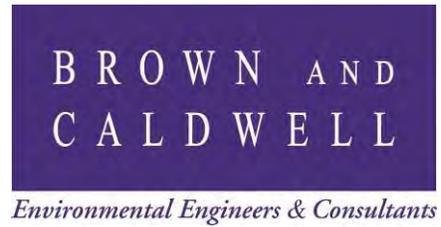
- *Speech (July 17, 1850)*

July 2013

Some of our Supporting SCAP Associate Members

ATKINS

DUDEK



NWRI



SYNAGRO





Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: Resolution No. R-266: Adoption of Final Mitigated Negative Declaration West Padaro Lane Main Sewer Extension Project

DATE: August 6, 2013

REQUESTED ACTION: Adopt Resolution No. R-266, adopting a Mitigated Negative Declaration for the West Padaro Lane Main Sewer Extension Project and approving related actions.

BACKGROUND: The West Padaro Lane Main Sewer Extension Project involves construction of approximately 6,100 linear feet of 8-inch diameter gravity sewer main located primarily within the paved travel lanes of Padaro. At the crossing of Toro Canyon Creek, the sewer pipeline will be attached to the existing concrete bridge structure, above the 100-year floodplain elevation. The work also includes construction of a number of lateral sewers from the new main to the bordering property line of those parcels that will be connected to the new sewer in the near future.

The project is being proposed by CalProp 1 LLC (CalProp), the record owner of one of the westernmost residential parcels on Padaro Lane. The District has previously entered into a Sewer Construction Agreement, through which CalProp agreed to pay all of the project costs, including planning, permitting and construction. Although CalProp is responsible for the costs associated with environmental review, the District is the Lead Agency for this project for purposes of compliance with the California Environmental Quality Act (CEQA).

CalProp engaged Dudek, Inc. to prepare an Initial Study and Mitigated Negative Declaration (MND) for the project in accordance CEQA. The Draft MND was completed in June 2013. The document was sent to the State Clearinghouse, placed on the District's website, and circulated for public review. A Notice of Intent to Adopt a Mitigated Negative Declaration was filed with the Santa Barbara County Clerk and published in the local newspaper of record. A public comment period ran from June 28, 2013 to August 5, 2013 in conformance with State law.

The District received written comments on the Draft MND from the Native American Heritage Commission and Mr. Patrick Tumamait. Dudek and the District collaboratively prepared responses to the comments and incorporated these into a Final MND document. The comments and responses are included as Appendix A.

A complete copy of the Final MND for the West Padaro Lane Main Sewer Extension Project is included herewith for reference. Also attached to this staff report is Resolution No. R-266. This resolution, if approved, authorizes the following basic actions:

1. Adopts the Final Mitigated Negative Declaration
2. Adopts a Mitigation Monitoring and Reporting Program for the Project (Appendix B)
3. Approves Project Findings
4. Approves the Project and Finds it to be Consistent with the County General Plan
5. Identifies the Location of the Project Record as the District Administration Office

If Resolution No R-266 is adopted by the Board, District staff will file a Notice of Determination within the statutory time requirements.

A Coastal Development Permit and a Conditional Use permit from the County of Santa Barbara will be required for this project and will be obtained by CalProp. This permit process will include public hearings in accordance with Government Code requirements. Although not strictly required, notice of tonight's meeting and consideration of this item was printed in the Santa Barbara News Press on July 26, 2013.

Representatives from Dudek and CalProp will be on hand to provide an overview of the Final MND and to address any comments or questions raised by the Board or by members of the public.

RECOMMENDATION: Staff recommends that the Board adopt Resolution No. R-266 adopting a Final Mitigated Negative Declaration for the West Padaro Lane Main Sewer Extension Project and approving the project and related actions.

SUGGESTED MOTION: I move that the Board adopt Resolution No. R-266 adopting a Final Mitigated Negative Declaration for the West Padaro Lane Main Sewer Extension Project and approving the project and related actions.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachments: 1) West Padaro Lane Main Sewer Extension Project Final Mitigated Negative Declaration.
2) Resolution No. R-266

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West Padaro Lane Main Sewer Extension Project

FINAL **Mitigated Negative Declaration / Initial Study**

Prepared by:

Carpinteria Sanitary District
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Prepared with the assistance of:

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August 2013



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1.0 REQUEST/PROJECT DESCRIPTION

The Carpinteria Sanitary District West Padaro Lane Sewer Main Extension Project (proposed Project) is an approximately 4,100-foot long extension of a Carpinteria Sanitary District (District) sewer main line along 21 parcels fronting the western portion of Padaro Lane, in the unincorporated Carpinteria area (see Figure 1). The new 8-inch diameter, polyvinyl chloride (PVC) pipeline would begin at an existing District manhole just east of Garrapata Creek, and terminate at a point adjacent to 2781 Padaro lane (APN 005-260-011), approximately 1,000 feet west of Toro Canyon Creek. The sewer line would be generally located within the westbound lane of Padaro Lane, and would include 12 manholes spaced approximately 300 feet apart.

The objective of the proposed Project is to eliminate the use of existing individual wastewater treatment septic systems and reduce the need for potential future septic systems in the proposed Project area. These actions would be consistent with the Santa Barbara County Toro Canyon Community Plan Policy WW-TC-1 and related development standards that direct the implementation of wastewater treatment systems that reduce reliance on septic systems, and extension of sewer lines within the Padaro Lane Rural Neighborhood. Replacement of existing septic systems with connections to the District sewer would incrementally reduce the risk of septic failure and potential impacts on surface water quality and the biotic community of Garrapata and Toro Canyon creeks, as well as nearby beaches and ocean water into which the creeks drain. Reduction of existing and future septic system use would also address potential impacts on local groundwater quality degradation.

The proposed sewer line extension would be funded by individual private property owners accessing the District facility, and would be dedicated to the District for public use. Property owners along Padaro Lane would have the opportunity to abandon their current septic systems, or construct new laterals for future development, and pay for the construction of sewer laterals to tie in to the new sewer main line. Permitting and construction of individual sewer line laterals would occur incrementally, and would be addressed at that future date.

Annexation

Of the 21 parcels that would be served by the proposed sewer main, the most westerly six parcels are located within the Summerland Sanitary District boundary. The proposed Project would therefore require the detachment of these six parcels from the Summerland Sanitary District and the annexation of these parcels, along with 15 other Padaro Lane parcels, into the District. The parcels proposed for annexation and detachment are listed on Table 1 (see page 2). Inclusion of these westerly parcels in the project facilitates the financing and construction of the overall project, assuring the benefits of elimination of septic systems on the easterly parcels.

Project Construction

Sewer line extension trenching and pipeline placement would last between 5 to 6 weeks. Construction would begin at the manhole terminus of the existing District Padaro Lane sewer main just east of Garrapata Creek, and would end near APN 005-260-011 (see Figure 1). Sewer pipeline excavation depth would average approximately 6 feet, with certain sections as shallow as 3 feet adjacent to the Toro Canyon Creek Bridge. A trench up to 3-feet wide would be dug using an excavator. Other equipment would likely include: one Caterpillar 950 Loader; a 10-wheeler dump truck for hauling of dirt; and a man lift with basket for bridge work. Construction would result in 3,100 cubic yards (CY) of excavated material and 2,200 CY of exported material. The exported material would be taken to Santa Barbara Sand and Gravel in Elwood Canyon, Goleta. Cement sand slurry would be placed in the excavated trench subsequent to placement of the pipe as backfill to

prevent future road subsidence. Slurry would be imported from Santa Barbara or Ventura and would amount to approximately 2,200 CY. As an alternative, the District proposes to retain an engineering inspector approved by Santa Barbara County Public Works Department to monitor full-time the backfilling and recompaction of native excavated soils in the trench after the placement of the new pipeline. The monitor would ensure that Santa Barbara County Public Works Roads Division compaction standards are consistently met. This alternative would eliminate the need to export excavated soils to Goleta and import of the cement sand slurry to the project site.

**Table 1.
Parcels Proposed for Annexation into Carpinteria Sanitary District**

APN	Padaro Lane Address	Parcel Size (acres)
005-380-033	3003	2.38
005-380-034	Undeveloped	1.01
005-380-035	Undeveloped	1.00
005-380-038	3001	3.24
005-380-023	Undeveloped	2.05
005-380-025	3055	2.32
005-380-036	3091	1.00
005-380-037	3099	1.00
005-380-013	3111	2.02
005-380-021	3151	4.17
005-380-028	3165	1.95
005-380-029	3177	1.80
005-380-030	3191	3.46
005-380-031	Undeveloped	2.01
005-390-071	3197	0.98
Proposed Detachments from Summerland Sanitary District		
005-260-018	2825	10.25
005-260-016	2937	4.20
005-260-019	2781	10.01
005-260-012	2779	3.00
005-260-013	2777	6.05
005-260-014	2773	3.02

At the Toro Canyon Creek Bridge, the sewer line would be hung from the north side of the bridge and would be supported by engineered stainless steel hangar assemblies. The construction occurring over three work days would be done from above the bridge using a man lift with basket. The man lift would be used to lower a worker over the bridge to complete installation of the pipe; no heavy equipment would traverse outside the Padaro Lane road shoulder. Minor limbing of two oak trees and one sycamore tree adjacent to the bridge would potentially be required. If any trimming of coast live oak trees is necessary as part of project construction, it would be completed only by hand and under

the direction of a P&D approved arborist/biologist: The pipeline would be excavated in the Padaro Lane shoulder adjacent to the bridge abutments, but all excavation would occur from the road.

Future Sewer Line Connections

The District would install “wyes” (a “Y”-shaped connection) with the sewer pipeline to allow for future individual parcel connections. The timing of incremental, individual future parcel connections is not known at this time; these actions would be subject to applicable permitting requirements applied by the County of Santa Barbara.

Three existing parcels located to the westerly end of the project area are of sufficient size as to potentially allow for future land divisions yielding five additional single family residences:

- 005-260-018: 10.25 acres could be divided to provide two additional parcels of 3 acres each;
- 005-260-019: 10.01 acres could be divided to provide two additional parcels of 3 acres each; and
- 005-260-013: 6.05 acres could be divided to provide one additional parcel of 3 acres.

These three parcels are all large parcels that could similarly develop with onsite septic systems or other treatment. They are also all within the Summerland Sanitary District, and so could alternatively fund connection to that District’s treatment plant, in which case the benefits of the subject project with elimination of septic systems on smaller parcels to the east within the proposed Project area would not be achieved. As the construction of sewer infrastructure proximal to these three existing parcels might be argued to have some potential to “foster...the construction of additional housing, either directly or indirectly, in the surrounding environment” (CEQA Guidelines Section 15162.2[d]), the District has conservatively chosen to also address long-term impacts associated with five additional single-family residences in this document.

Permits Required

- Annexation to the Carpinteria Sanitary District (and concurrent detachment from the Summerland Sanitary District) - Santa Barbara Local Agency Formation Commission
- Coastal Development Permit – County of Santa Barbara
- Grading Permit and Road Encroachment Permit - County of Santa Barbara

2.0 PROJECT LOCATION

The proposed Project is located on Padaro Lane, extending between the Beach Club and Garrapata Creek westward to 2773 Padaro Lane (APN 005-260-014), approximately 1,000 feet west of Toro Canyon Creek, in the First Supervisorial District. The western terminus of the project is located approximately 1,000 feet to the southeast of the Padaro Lane/U.S. Highway 101 interchange.

2.1 Site Information	
Comprehensive Plan Designation	Coastal, Coastal Commission Appeals Jurisdiction. <i>Toro Canyon Plan Area:</i> 15 easterly parcels - Rural Area, Padaro Lane Existing Developed Rural Neighborhood. Residential-0.33 (0.33 units per acre or 1 unit per three acres) <i>Summerland Community Plan Area:</i> 4 westerly parcels- Beach Residential. Residential-0.33 (0.33 units per acre or 1 unit per three acres)
Zoning District, Ordinance	Article II Coastal Zoning Ordinance. Residential 3-E-1, 3-acre minimum lot size- 20 parcels. Residential 8-R-1, 8,000 s.f. minimum lot size – one parcel (APN 005-390-071). Environmentally Sensitive Habitat Overlay- eucalyptus windrows and creek riparian areas. Design Control Overlay and Flood Hazard Overlay- Toro Canyon Creek. Toro Canyon Plan Overlay Summerland Community Plan Overlay
Site Size	12,300 s.f. (sewer corridor - 4,100 s.f. long, 3 ft. wide)
Present Use & Development	Residential – 17 lots with single-family units; 4 undeveloped lots .
Surrounding Uses/Zoning	North: Union Pacific Railroad, U.S. Highway 101 South: Residential 3-E-1; Residential 8-R-1 (Padaro Lane Beach Club) East: Padaro Lane, Residential 8-R-1 West: Padaro Lane, Residential 3-E-1
Access	Padaro Lane
Public Services	Water Supply: Montecito Water District, Carpinteria Water District (easternmost section of project site) Sewage: Individual septic systems Fire: Carpinteria-Summerland Fire Protection District Station # 2

3.0 ENVIRONMENTAL SETTING

3.1 PHYSICAL SETTING

Slope/Topography: The project site spans 4,100 feet of Padaro Lane. The eastern terminus of the site is located 66 feet above sea level and the western terminus is located at 40 feet above sea level.

Fauna: Toro Canyon Community Plan Butterfly Habitat ESHs abutting the south shoulder of Padaro Lane near APNs 005-380-038 and 005-380-029.

Flora: Landscaping primarily categorized by ornamental shrubs and street trees on north and south shoulder of Padaro Lane. Eucalyptus trees near the Butterfly Habitat and Potential Butterfly Habitat ESHs. Toro Canyon Community Plan Southern Coast Live Oak Riparian Forest or Stream ESHs on the south shoulder of Padaro Lane near Toro Canyon Creek and Garrapata Creek.

Archaeological Sites: CA-SBA-13 is recorded on both sides of Toro Creek, south of the proposed pipeline corridor.

Soils: Milpitas-Positas fine sandy loams, characterized by medium runoff and moderate erosion hazard, are located to the west of Toro Canyon Creek. Small section of Goleta fine sandy loam, also characterized by

medium runoff and moderate erosion hazard, is directly east of Toro Canyon Creek. Ballard fine sandy loam, which has medium runoff and slight erosion hazard, encompasses the majority of the eastern portion of the project site.

Surface Water Bodies: Toro Canyon Creek crosses underneath Padaro Lane on the westerly portion of the project site, and Garrapata Creek crosses underneath Padaro Lane via a culvert at the far eastern end of the site.

Surrounding Land Uses: Single-family residential to the south, Union Pacific Railroad and U.S. Highway 101 to the north.

Existing Structures: No existing structures within roadway. Toro Canyon Creek is conveyed underneath Padaro Lane by a bridge, and Garrapata Creek is conveyed under the road way via a stone and cement box culvert.

3.2 ENVIRONMENTAL BASELINE

The environmental baseline from which the project's impacts are measured consists of the on the ground conditions described above.

4.0 POTENTIALLY SIGNIFICANT EFFECTS CHECKLIST

The following checklist indicates the potential level of impact and is defined as follows:

Potentially Significant Impact: A fair argument can be made, based on the substantial evidence in the file, that an effect may be significant.

Less Than Significant Impact with Mitigation: Incorporation of mitigation measures has reduced an effect from a Potentially Significant Impact to a Less Than Significant Impact.

Less Than Significant Impact: An impact is considered adverse but does not trigger a significance threshold.

No Impact: There is adequate support that the referenced information sources show that the impact simply does not apply to the subject project.

The following analysis is formatted as follows: *Environmental Setting* provides a description of the resource baseline; *Pipeline Construction* describes potential impacts related to the construction of the proposed project; and *Future Sewer Line Connections* describes potential impacts related to the long-term buildout of parcels serviced by the sewer pipeline extension.

4.1 AESTHETICS/VISUAL RESOURCES

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. The obstruction of any scenic vista or view open to the public or the creation of an aesthetically offensive site open to public view?			√		
b. Change to the visual character of an area?			√		
c. Glare or night lighting which may affect adjoining areas?				√	
d. Visually incompatible structures?				√	

Existing Setting

The section of Padaro Lane within the project area provides access to low density, single family residential development to the south. Road shoulders are undeveloped, and no street lights exist. Vegetation adjacent to both road shoulders is predominantly non-native, ornamental trees (Monterrey cypress, black acacia, and pittosporum) with scattered ornamental shrubs. The vegetation frames the public views of the project area. The section of Padaro Lane encompassed by the project site is not identified by either the Summerland Community Plan or the Toro Canyon Community Plan as a scenic corridor or vista.

There is no portion of the project area where one can view the ocean from US 101 and no portion which is recognized in the Toro Canyon Plan as a scenic view corridor. Fleeting views of the project site are experienced from southbound U.S. Highway 101 in the Summerland Area. The view of Padaro Lane from US 101, however, is secondary to that of the Pacific Ocean and the Loon Point bluffs, which are dominating visual resources, and are recognized in the Toro Canyon Community Plan as a scenic view corridor. The western portion of the project site is also experienced from the Loon Point County Beach parking lot, located just to the west of the westerly terminus of the project site.

Impact Discussion

Pipeline Construction

- a.** The proposed Project would result in construction over a 5- to 6-week period. Construction equipment activity including an excavator, a 950 loader, and dump trucks hauling excavated soils from the pipeline trench would result in an aesthetically incompatible presence. These construction impacts on the visual character of the area would be relatively short-term. The brief duration of the impact would be adverse, but less than significant.

Since the site itself does not contain any scenic vistas, the temporary construction activity would not result in the obstruction of any views on the site. However, the construction activity may be visible to the public from U.S. Highway 101, a scenic corridor. But, activity associated with the project would not obstruct the view of any of the visual resources that characterize the view from the highway, such as the ocean, mountains, and farmland. The construction activity would also be visible to the public from the Loon Point County Beach parking lot. The parking lot does not, however, represent a location where individuals spend any amount of time recreating, and the parking lot is not identified by the Summerland Community Plan as within a scenic corridor. In addition, because the construction activity would be temporary, the proposed Project impacts to the public view from the parking lot would be less than significant. Therefore, the impact to scenic vistas from U.S. Highway 101 and the public parking lot to the project site would be less than significant.

- b. Activity during the 5- to 6- week construction period would result in a temporary change to the visual character of the Padaro Lane area. As the installation of the sewer pipe would progress along the roadway, views of the vegetation framing Padaro Lane would be incrementally blocked by construction activity. However, the visual character of the area would be unaffected in the long-term. Because the impact on the visual character of the area would be temporary, this impact would be less than significant.
- c. All construction activity would occur between the standard hours of 8:00 a.m. and 5:00 p.m. on weekdays and would not require night lighting. No use or installation of any reflective surfaces would occur. The only construction materials not buried in the roadway would be associated with the pipeline hung from metal straps underneath the Toro Canyon Creek bridge. The metal straps would be out of public view and would reflect light northward. Existing vegetation between Padaro Lane and the UPRR would block any glare generated in the early morning experienced by train passengers. Therefore, no proposed Project impact associated with daytime glare or night lighting would result.
- d. The proposed project does not involve the construction of any structures. The pipeline hung from the Toro Canyon Creek bridge would be underneath the existing structure and not represent any incompatible, free standing visual feature. Therefore, no proposed Project impact associated with incompatible structures would result.

Long-Term Buildout

- a-d. Potential development of five single family residences resulting from possible subdivisions of APN 005-260-13, -018, and -019 would be subject to land use goals and policies identified in the Summerland Community Plan and Coastal Zoning Ordinance. Similar to if the parcels were being serviced by an extension of a Summerland Sanitary District sewer main, the structures would be required to be consistent with surrounding structure bulk and scale, ensuring their compatibility with existing development, as anticipated in Summerland Community Plan buildout. Lighting fixtures would be subject to standard conditions minimizing diffusion of light and glare would be reduced by permit plan review standards. Long-term project impacts on aesthetics would be less than significant.

Mitigation and Residual Impact:

As proposed Project impacts on aesthetics would be less than significant, no mitigation measures are required. Residual impacts would be less than significant.

4.2 AGRICULTURAL RESOURCES

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Convert prime agricultural land to non-agricultural use, impair agricultural land productivity (whether prime or non-prime) or conflict with agricultural preserve programs?				√	
b. An effect upon any unique or other farmland of State or Local Importance?				√	

Environmental Setting:

The proposed Project site including Padaro and adjacent residential parcels does not contain a combination of acreage and/or soils which render the site an important agricultural resource. The site does not adjoin and/or will not impact any neighboring agricultural operations.

Impacts

Pipeline Construction

a-b. As the Project area does not contain agricultural resources, no impacts would result.

Long-Term Buildout

a-b. As the surrounding residential parcels 005-260-13, -018, and -019 do not contain agricultural resources, no impacts would result.

Mitigation and Residual Impact:

As proposed Project impacts on agricultural resources would be less than significant, no mitigation measures are required. No residual impacts would result.

4.3 AIR QUALITY

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. The violation of any ambient air quality standard, a substantial contribution to an existing or projected air quality violation, or exposure of sensitive receptors to substantial pollutant concentrations (emissions from direct, indirect, mobile and stationary sources)?			√		
b. The creation of objectionable smoke, ash or odors?			√		
c. Extensive dust generation?			√		
Greenhouse Gases	Significant		Less Than Significant		
d. Emissions equivalent to or greater than 1,150 metric tons CO ₂ E/year ¹ ; or 4.9 metric tons CO ₂ E/service population/year (residents + employees) per year from both stationary and mobile sources during long-term operations? Or Failure to comply with Qualified greenhouse gas (GHG) Reduction Strategy?			√		

Existing Environmental Setting

The project site is located in the South Central Coast Air Basin, composed of Ventura County, Santa Barbara County, and San Luis Obispo County, and is under the jurisdiction of the Santa Barbara County Air Pollution Control District (APCD).

Air Quality Standards and Attainment Status. Criteria air pollutants are defined as pollutants for which the federal and state governments have established ambient air quality standards, or criteria, for outdoor concentrations to protect public health. The federal and state standards have been set, with an adequate margin of safety, at levels above which concentrations could be harmful to human health and welfare. These standards are designed to protect the most sensitive persons from illness or discomfort. Criteria air pollutants include the following: ozone (O₃), nitrogen dioxide (NO₂), carbon monoxide (CO), sulfur dioxide (SO₂), particulate matter with an aerodynamic diameter less than or equal to 10 microns in size (PM₁₀), particulate matter with an aerodynamic diameter less than or equal to 2.5 microns in size (PM_{2.5}),

¹ The effect each GHG has on climate change is measured as a combination of the volume or mass of its emissions and the potential of a gas or aerosol to trap heat in the atmosphere, known as its global warming potential (GWP). The carbon dioxide equivalent (CO₂E) for a gas is derived by multiplying the mass of the gas by the associated GWP, such that MT CO₂E = (metric tons of a GHG) x (GWP of the GHG). For example, the GWP for CH₄ is 21. This means that emissions of 1 metric ton of methane is equivalent to emissions of 21 metric tons of CO₂.

and lead. Although there are no ambient standards for reactive organic compounds (ROCs) (also referred to as reactive organic gases (ROGs) and volatile organic compounds (VOCs)) or oxides of nitrogen (NO_x), they are important as precursors to O₃.

Ambient air quality is determined by comparing contaminant levels in ambient air samples to national and State standards that are set by the United States Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). National Ambient Air Quality Standards (NAAQS) were first established in accordance with the federal Clean Air Act of 1970. The NAAQS describe acceptable air quality conditions designed to protect the health and welfare of the citizens of the nation.

CARB has established the California Ambient Air Quality Standards (CAAQS), which are generally more restrictive than the NAAQS. The CAAQS describe adverse conditions; that is, pollution levels must be below these standards before a basin can attain the standard. The NAAQS and CAAQS are presented in Table 4.3-1, Ambient Air Quality Standards.

**Table 4.3-1
Ambient Air Quality Standards**

Pollutant	Average Time	California Standards	National Standards
O ₃	1 hour	0.09 ppm (180 µg/m ³)	—
	8 hours	0.070 ppm (137 µg/m ³)	0.075 ppm (147 µg/m ³)
NO ₂	1 hour	0.18 ppm (339 µg/m ³)	0.100 ppm (188 µg/m ³)
	Annual Arithmetic Mean	0.030 ppm (57 µg/m ³)	0.053 ppm (100 µg/m ³)
CO	1 hour	20 ppm (23 mg/m ³)	35 ppm (40 mg/m ³)
	8 hours	9.0 ppm (10 mg/m ³)	9 ppm (10 mg/m ³)
SO ₂	1 hour	0.25 ppm (655 µg/m ³)	0.075 ppm (196 µg/m ³)
	24 hours	0.04 ppm (105 µg/m ³)	0.14 ppm
	Annual Arithmetic Mean	—	0.030 ppm
PM ₁₀	24 hours	50 µg/m ³	150 µg/m ³
	Annual Arithmetic Mean	20 µg/m ³	—
PM _{2.5}	24 hours	—	35 µg/m ³
	Annual Arithmetic Mean	12 µg/m ³	12.0 µg/m ³

Source: CARB 2012a

ppm = parts per million by volume; µg/m³ = micrograms per cubic meter; mg/m³ = milligrams per cubic meter

The attainment classifications for these criteria pollutants are outlined in Table 4.3-2, Santa Barbara County Attainment Classification.

**Table 4.3-2
Santa Barbara County Attainment Classification**

Pollutant	Averaging Time	State Designation/Classification	National Designation/Classification
O ₃	8 hour	Nonattainment	Unclassifiable/Attainment
	1 hour	Nonattainment	Attainment (Maintenance)
NO ₂	1 hour	Attainment	—
	Annual arithmetic mean	Attainment	Unclassifiable/Attainment
CO	1 hour, 8 hour	Attainment	Unclassifiable/Attainment
SO ₂	1 hour, 24 hour, Annual arithmetic mean	Attainment	Unclassifiable
PM ₁₀	24 hour	Nonattainment	Unclassifiable
	Annual arithmetic mean	Nonattainment	—
PM _{2.5}	24 hour, Annual arithmetic mean	Unclassified	Unclassifiable/Attainment

Source: CARB 2012b, EPA 2012a

As shown in Table 4.3-2, Santa Barbara County is designated as a nonattainment area for state O₃ 8-hour standards and for state PM₁₀ standards. It is an attainment area or unclassified for all other standards.

Air Quality Monitoring Data. The APCD maintains ambient air quality monitoring stations throughout the South Central Coast Air Basin. The closest ambient air quality monitoring station to the project site is located on Gobernador Canyon Road in Carpinteria, which measures O₃ and NO₂. The nearest station measuring CO, PM₁₀, and PM_{2.5} is the Santa Barbara monitoring station located at 700 E. Canon Perdido. The Exxon Site 10-UCSB West Campus monitoring station is the nearest station to the project site that measures SO₂. The most recent background ambient air quality data from 2009 to 2011 are presented in Table 4.3-3.

**Table 4.3-3
Ambient Air Quality Data
(parts per million (ppm) unless otherwise indicated)**

Pollutant	Averaging Time	2009	2010	2011	Most Stringent Ambient Air Quality Standard	Monitoring Station
O ₃	1-hour	0.110	0.093	0.110	0.09	Carpinteria – Gobernador Road
	8-hour	0.095	0.079	0.085	0.070	
NO ₂	1-hour	0.046	0.030	0.030	0.18	Carpinteria – Gobernador Road
	Annual	0.002	0.001	0.002	0.030	
CO	1-hour*	3.4	3.2	2.5	20	Santa Barbara - Canon Perdido
	8-hour	1.57	1.07	1.89	9.0	
SO ₂	1-hour*	0.004	0.005	0.003	20	UCSB West Campus
	24-hour	0.001	0.001	0.001	0.04	
	Annual	0.000	0.000	0.000	0.030	
PM ₁₀	24-hour	125.9 µg/m ³	57.6 µg/m ³	69.4 µg/m ³	50 µg/m ³	Santa Barbara - Canon Perdido
	Annual	28.2 µg/m ³	-- µg/m ³	25.0 µg/m ³	20 µg/m ³	
PM _{2.5}	24-hour	25.3 µg/m ³	12.1 µg/m ³	25.9 µg/m ³	35 µg/m ³	Santa Barbara - Canon Perdido
	Annual	10.0 µg/m ³	10.2 µg/m ³	10.9 µg/m ³	12 µg/m ³	

Source: CARB 2013a, *Data were taken from EPA 2012b.

Notes:

µg/m³ = micrograms per cubic meter

ND = there was insufficient or no data available to determine the value.

As Table 4.3-3 demonstrates, air quality within the project region is in compliance with both CAAQS and NAAQS for NO₂, CO, SO₂, and PM_{2.5}. Federal and state 1-hour and 8-hour O₃ standards were, however, exceeded during each of the last 3 years reported. The PM₁₀ levels reported at the Canon Perdido air monitoring station exceeded the state 24-hour standard during each of the last 3 years reported and the annual PM₁₀ standard in 2009 and 2011; the federal 24-hour PM₁₀ standard was not exceeded.

Santa Barbara County Air Pollution Control District. The APCD Rules and Regulations establish emission limitations and control requirements for various sources, based upon their source type and magnitude of emissions. The APCD rules applicable to the proposed project may include the following:

- Rule 302 (Visible Emissions). Rule 302 prohibits emissions of visible air contaminants from any potential source of air contaminants. The rule prohibits air contaminants, other than water vapor, that are a certain level of darkness or opacity from being discharged for a combined period of more than three minutes in any one hour.
- Rule 303 (Nuisance). This rule could apply to fugitive dust emitted during proposed construction activities or odors during operation. This rule states that a person shall not discharge air contaminants

from any source that can cause injury, detriment, nuisance, or annoyance to any considerable number of persons, or that can endanger the comfort, repose, health, or safety of any such persons or their business or property.

- Rule 311 (Sulfur Content of Fuels). The purpose of this rule is to limit the sulfur content in gaseous fuels, diesel and other liquid fuels, and solid fuels for the purpose of both reducing the formation of SO_x and particulates during combustion.
- Rule 329 (Cutback and Emulsified Asphalt Paving Materials). This rule applies to the application and sale of cutback and emulsified asphalt materials for the paving, construction and maintenance of streets, highways parking lots and driveways and reduces potential emissions by restricting the percent by volume of ROCs in asphalt material.
- Rule 345 (Control of Fugitive Dust from Construction and Demolition Activities). Rule 345 establishes limits on the generation of visible fugitive dust emissions at demolition and construction sites. The rule includes measures for minimizing fugitive dust from on-site activities and from trucks moving on- and off-site.

Greenhouse Gases and Climate Change. Climate change refers to any significant change in measures of climate, such as temperature, precipitation or wind, which occur over several decades or longer (EPA 2012).

Gases that trap heat in the atmosphere are often called greenhouse gases (GHGs). The greenhouse effect traps heat in the troposphere through a three-fold process as follows: Short-wave radiation emitted by the Sun is absorbed by the Earth; the Earth emits a portion of this energy in the form of long-wave radiation; and GHGs in the upper atmosphere absorb this long-wave radiation and emit this long-wave radiation into space and toward the Earth. This “trapping” of the long-wave (thermal) radiation emitted back toward the Earth is the underlying process of the greenhouse effect. Principal GHGs include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), O₃, and water vapor (H₂O). Some GHGs, such as CO₂, CH₄, and N₂O, occur naturally and are emitted to the atmosphere through natural processes and human activities. Of these gases, CO₂ and CH₄ are emitted in the greatest quantities from human activities. Emissions of CO₂ are largely by-products of fossil fuel combustion, whereas CH₄ results mostly from off-gassing associated with agricultural practices and landfills. Man-made GHGs, which have a much greater heat-absorption potential than CO₂, include fluorinated gases, such as hydrofluorocarbons (HFCs), perfluorocarbons (PFC), sulfur hexafluoride (SF₆), and nitrogen trifluoride (NF₃), which are associated with certain industrial products and processes (CAT 2006).

According to the 2010 GHG inventory data compiled by the CARB for the California Greenhouse Gas Inventory for 2000–2010, California emitted 452 million metric tons CO₂E of GHGs, including emissions resulting from out-of-state electrical generation (CARB 2013b). The primary contributors to GHG emissions in California are transportation, electric power production from both in-state and out-of-state sources, industry, agriculture and forestry, and other sources, which include commercial and residential activities.

Globally, climate change has the potential to impact numerous environmental resources though uncertain impacts related to future air temperatures and precipitation patterns. Although climate change is driven by global atmospheric conditions, climate change impacts are felt locally. Climate change is already affecting California: Average temperatures have increased, leading to more extreme hot days and fewer cold nights; shifts in the water cycle have been observed, with less winter precipitation falling as snow, and both snowmelt and rainwater running off earlier in the year; sea levels have risen; and wildland fires are becoming more frequent and intense due to dry seasons that start earlier and end later (CAT 2010).

Environmental Thresholds

Air Quality Impact Analysis Thresholds. Air quality impacts are evaluated on both a short-term and long-term basis. Short-term impacts are generally considered to occur during project construction while long-term impacts are associated with project operation.

Air quality threshold criteria are developed and applied using federal, state and local data and methodologies including computerized modeling techniques. State CEQA Guidelines state in Appendix G, that for air quality, a project will ordinarily have a significant effect on the environment if it will:

- Violate any ambient State or Federal air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

Chapter 5 of the Santa Barbara County Environmental Thresholds and Guidelines Manual (as amended in 2008) addresses the subject of air quality. The thresholds provide that a proposed project will not have a significant impact on air quality if operation of the project will:

- Emit (from all project sources, mobile and stationary), less than the daily trigger (55 pounds per day of NO_x or ROC, 80 pounds per day for PM₁₀) for offsets set in the APCD New Source Review Rule, for any pollutant; and
- Emit less than 25 pounds per day of NO_x or ROC from motor vehicle trips only; and
- Not cause or contribute to a violation of any California or National Ambient Air Quality Standard (except ozone); and
- Not exceed the APCD health risk public notification thresholds adopted by the APCD Board; and
- Be consistent with the adopted federal and state Air Quality Plans.

Due to the relatively low background ambient CO levels in Santa Barbara County, localized CO impacts associated with congested intersections are not expected to exceed the CO health related air quality standards as a result of the proposed Project. Therefore, CO “hotspots” analyses are not required.

The County has not established thresholds for temporary impacts associated with construction activities. The APCD also does not currently have recommended quantitative thresholds of significance for short-term construction emissions; however, the APCD uses “25 tons per year for ROC [i.e., ROG] or NO_x as a guideline for determining the significance of construction impacts” (APCD 2011).

Although quantitative thresholds of significance are not currently in place for short-term emissions, CEQA requires that short-term impacts such as exhaust emissions from construction equipment and fugitive dust generation during grading be discussed in the environmental document. In the interest of public disclosure, the APCD recommends that construction-related NO_x, ROC, PM₁₀ and PM_{2.5} emissions from diesel and gasoline powered equipment, paving, and other activities be quantified.

Standard dust control measures must be implemented for any discretionary project involving earth-moving activities. Some projects have the potential for construction-related dust to cause a nuisance. Because Santa Barbara County is currently in nonattainment for the state PM₁₀ standard, dust mitigation measures are required for all discretionary construction activities (regardless of the significance of the fugitive dust impacts) based on policies within the 1979 Air Quality Attainment Plan (APCD 2011). In addition, the County’s Grading Ordinance requires standard dust control conditions for all projects involving grading activities.

Greenhouse Gas Analysis Methodology. The County’s methodology to address Global Climate Change in CEQA documents is evolving. The County of Santa Barbara is currently referring to the San Luis

Obispo County Air Pollution Control District (SLOCAPCD) thresholds for GHG emissions as guidance for County of Santa Barbara projects. The SLOCAPCD has established GHG emissions thresholds as defined in their CEQA Air Quality Handbook (SLOCAPCD 2012). SLOCAPCD adopted operational GHG emissions thresholds include the following, where any of these criteria can be used to evaluate a project's GHG emissions:

- Compliance with Qualified GHG Reduction Strategy; OR
- 1,150 metric tons CO₂E/year; OR
- 4.9 MT CO₂E/service population/year (residents + employees).

SLOCAPCD guidance also indicates that the short-term GHG emissions from the construction phase should be amortized over the life of the project, which is 50 years for residential projects and 25 years for commercial projects. The proposed project would not generate long-term, operational emissions. In the interest of public disclosure, this assessment includes estimated GHG emissions generated during construction of the proposed project.

Impact Discussion

a. Potential Air Quality Impacts.

Short-Term Construction Emissions. Construction of the proposed sewer pipeline extension would result in a temporary addition of pollutants to the local airshed caused by soil disturbance, dust emissions, and combustion pollutants from on-site construction equipment, as well as from personal vehicles, vendor trucks, and off-site trucks hauling construction materials. NO_x and CO emissions would primarily result from the use of construction equipment and motor vehicles. Fugitive dust emissions would primarily result from trenching activities. Construction emissions can vary substantially from day to day, depending on the level of activity, the specific type of operation, and, for dust, the prevailing weather conditions. Therefore, such emission levels can only be approximately estimated with a corresponding uncertainty in precise ambient air quality impacts.

Emissions from the construction phase of the project were estimated through the use of the California Emissions Estimator Model (CalEEMod) Version 2011.1.1 available online (<http://www.caleemod.com>). Project constructed was assumed to start in August 2013 and would last 6 weeks (30 working days). Trenching and installation of the 4,100-linear foot sewer line was assumed to occur over 5 weeks (25 days) and would entail operation of an excavator and a loader. The contractor would dig a trench approximately 3 feet wide and 6 feet deep with an excavator to install the pipeline in a linear sequence. Following pipe installation, cement sand slurry or compacted native excavated soils would be deposited into the trench as backfill. Installation of the pipeline at the Toro Canyon Creek Bridge is estimated to be completed in 3 days and would include operation of one man lift to hang the sewer line on the north side of the bridge and an excavator to install the pipeline in the Padaro Lane shoulder. Plug paving would occur for an estimated 15 days during pipeline trenching activities to patch up asphalt and would require operation of a small double drum roller and a skip loader for 2 hours per day. After the pipeline is installed, final paving would occur over 2 days using the same equipment as plug paving, but operating the roller and loader for 8 hours per day.

Construction would result in 3,100 cubic yards (CY) of excavated material; 2,200 CY of excavated material would be exported material to Ellwood Canyon in Goleta, approximately 30 miles from the project site. It was assumed that 2,200 CY of cement sand slurry applied as backfill during pipeline installation would be imported using heavy-heavy-duty-trucks traveling 30 miles one-way from Ventura. Native excavated soils would be used as backfill in place of the cement sand slurry if feasible, which would reduce or eliminate truck emissions associated with export of the excavated native soils and import of cement sand slurry. To estimate maximum, or worse-case, project-generated construction emissions,

import of slurry material and export of excavated soils was assumed to account for potential pollutant emissions generated during truck travel.

Estimated maximum daily construction emissions are presented in Table 4.3-4. Complete model results and additional details of the construction schedule are included in Appendix A.

**Table 4.3-4
Estimated Maximum Daily Construction Emissions
(pounds/day unmitigated)**

	ROC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Proposed Project ¹ (2013)	3.67	29.86	21.30	0.04	6.94	1.30

Notes: See Appendix A for detailed results

¹ Maximum emissions of the Summer and Winter model results.

These estimates reflect compliance with APCD standard dust control measures, resulting in a 61% reduction of on-site fugitive dust.

Although neither the County nor the APCD currently have quantitative thresholds of significance in place for short-term or construction emissions, the APCD uses 25 tons per year for ROC or NO_x as a guideline for determining the significance of construction impacts. Table 4.3-5 presents estimated annual construction emissions in 2013.

**Table 4.3-5
Estimated Annual Construction Emissions
(tons/year unmitigated)**

	ROC	NO _x	CO	SO _x	PM ₁₀	PM _{2.5}
Proposed Project (2013)	0.05	0.37	0.27	0.00	0.08	0.02
APCD Guideline	25	25	N/A	N/A	N/A	N/A

Notes: See Appendix A for detailed results.

These estimates reflect compliance with APCD standard dust control measures, resulting in a 61% reduction of on-site fugitive dust.

As shown in Table 4.3-5, annual construction emissions would not exceed the APCD guideline for construction-related ROC or NO_x emissions. Implementation of County-required Mitigation Measure AQ-1 would ensure less-than-significant PM₁₀ and PM_{2.5} fugitive dust emissions and implementation of state requirements noted in Mitigation Measure AQ-2 would reduce combustion pollutants associated with equipment exhaust.

Long-term Operation Emissions. Once the proposed sewer extension pipeline is installed, no routine daily operational activities that would generate air pollutant emissions would occur. In the event that maintenance or repair of the pipeline would be required, trenching and paving of a localized portion of the sewer system may occur, as analyzed in the proposed project's construction emissions assessment (Appendix A). However, maintenance or repair activity would likely result in less emissions compared to the analyzed construction scenario that assumes construction of a larger portion of the pipeline in addition to emissions associated with vendor and haul truck trips. These potential repair activities would be temporary and would not be a source of long-term operational emissions. As the project would not result in a new land use that would involve operational activities, air quality impacts associated with operational air pollutant emissions would be less than significant.

b. Potential Odor, Smoke, or Ash Impacts

Visible Emissions. The proposed project is not anticipated to generate smoke or ash during construction or operation. Furthermore, compliance with APCD rules and County standards would ensure that potential impacts related to visible emissions would be minimized. The project would be required to comply with APCD Rule 302 (Visible Emissions), which prohibits emissions of visible air contaminants from any potential source of air contaminants, and Rule 303 (Nuisance), which prohibits discharge of air contaminants from any source that can cause injury, detriment, nuisance, or annoyance to any

considerable number of persons, or that can endanger the comfort, repose, health, or safety of any such persons or their business or property.

Odors. Certain projects have the potential to cause significant odor impacts because of the nature of their operation and their location. Examples of odor-generating land uses include fast food restaurants, bakeries, and coffee roasting facilities (APCD 2011). Land uses and industrial operations that are also associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, and landfills. Odors are a form of air pollution that is most obvious to the general public. Odors can present significant problems for both the source and surrounding community. Although offensive odors seldom cause physical harm, they can be annoying and cause concern. Construction and operation of the proposed sewer line extension would not create objectionable odors affecting a substantial number of people.

Construction Odor Impacts. Potential sources that may emit odors during construction activities include diesel equipment and gasoline fumes and asphalt paving material. Odors from these sources would be localized and generally confined to the project site. The proposed sewer line would be installed in a linear fashion, with the construction contractor completing approximately 150 to 200 feet of pipeline per day; therefore, construction activity would not occur in one location for an extended period of time. The proposed project would utilize typical construction techniques in compliance with County and APCD rules. The project would be required to comply with APCD Rule 311, which limits the sulfur content in gas and diesel fuel, which would reduce the formation of SO_x during combustion and associated odors. Additionally, potential odors would be temporary. As such, proposed project construction would not cause an odor nuisance, and odor impacts would be less than significant.

Operational Odor Impacts. The proposed project entails construction of a sewer line that would extend the existing sewer system and would not result in the creation of a new land use that is commonly associated with odors. The sewer pipelines would be installed underground and would not produce a source of odor. Furthermore, the sewer line would replace septic systems that utilize anaerobic wastewater treatment and could be a source of odors. Therefore, project operations would result in a less-than-significant odor impact.

c. Potential Fugitive Dust Impacts

The proposed project is not anticipated to generate substantial fugitive dust emissions. As stated previously, the APCD has not established construction PM₁₀ emissions thresholds. However, since the County is currently in nonattainment for the state PM₁₀ standard, dust mitigation measures are required for all discretionary construction activities, regardless of the significance of the fugitive dust impacts, based on policies within the 1979 Air Quality Attainment Plan. These measures are required for all projects involving earthmoving activities over 50 cubic yards regardless of the project size or duration (County of Santa Barbara 2008). Proper implementation of these measures is assumed to fully mitigate fugitive dust emissions.

Mitigation Measure AQ-1, Fugitive Dust, would be implemented to reduce fugitive dust PM₁₀ emissions generated during earthmoving construction activities and further reduce the project's less than significant PM₁₀ emissions.

d. Greenhouse Gases / Global Climate Change

Global climate change is a cumulative impact; a project participates in the potential impact through its incremental contribution combined with the cumulative increase of all other sources of GHGs. Thus, GHG impacts are recognized as exclusively cumulative impacts; there are no non-cumulative GHG emission impacts from a climate change perspective (CAPCOA 2008).

Construction GHG Emissions. Construction of the proposed sewer line extension would result in GHG emissions, which are primarily associated with use of off-road construction equipment and vehicles and on-road construction and worker vehicles. CalEEMod was used to calculate the annual GHG emissions, expressed in units of carbon dioxide equivalent (CO₂E), based on the construction scenario described in above in the air quality impact assessment and Appendix A. Table 4.3-6 presents construction emissions for 2013. Estimates include emissions from on-site (off-road equipment) and off-site (on-road trucks and worker vehicles) sources during all construction phases.

**Table 4.3-6
Estimated Annual Construction Greenhouse Gas Emissions**

	MT CO ₂	MT CH ₄	MT N ₂ O	MT CO ₂ E
Proposed Project (2013)	47	0.00	0.00	47

Source: See Appendix A for detailed results.

MT CO₂ – metric tons carbon dioxide

MT CH₄ – metric tons methane

MT N₂O – metric tons nitrous oxide

MT CO₂E – metric tons carbon dioxide equivalent

As shown in Table 4.3-6, the estimated total GHG emissions during construction would be 47 metric tons CO₂E in the 2013. Additional details regarding these calculations are found in Appendix A. Although the project is not a commercial project, the life of the project is assumed to be 25 years for the purpose of applying the SLOCAPCD GHG t hresholds. Estimated project-generated construction emissions amortized over 25 years would be approximately 2 MT CO₂E/year, which is much less than the significance threshold of 1,150 MT CO₂E/year. Construction-related GHG emissions would occur over six weeks and would not represent a long-term source of GHG emissions. As the project would not cause a cumulatively considerable contribution, it would result in a cumulative impact in terms of climate change that is less than significant.

Operational GHG Emission. As discussed under the air quality analysis, the proposed project would not involve long-term operational activities. Potential maintenance or repair of sewer pipeline would be temporary and would not result in a substantial source of GHG operational emissions. Furthermore, the sewer line would replace septic systems that utilize anaerobic wastewater treatment, which results in emissions of CH₄, a GH G. Accordingly, the proposed project would not generate operational GHG emissions that would have a significant impact on the environment.

Cumulative Impacts

Air Quality. Cumulative air quality impacts are the effect of long-term emissions of the proposed project on the projected regional air quality or localized air pollution problems in the County. The County’s Environmental Thresholds were developed, in part, to define the point at which a project’s contribution to a regionally significant impact constitutes a significant effect at the project level. As discussed in the County’s 1993 CEQA Guidelines (as amended in January 2008), the cumulative contribution of project emissions to regional levels should be compared with existing programs and plans, including the APCD’s 2007 Clean Air Plan (APCD 2007). To evaluate the cumulative impacts of localized pollutants, the contribution of the project’s emissions to background levels should be considered. Due to the County’s nonattainment status for ozone and the regional nature of the pollutant, if a project’s total emissions of the ozone precursors (NO_x or ROC) exceed the long-term threshold, then the project’s cumulative impacts will be considered significant. The proposed project would not generate significant long-term, operational emissions and would not exceed the thresholds of significance for air quality. Therefore, the project’s contribution to regionally significant air pollutant emissions is not considerable, and its cumulative effect is less than significant.

Greenhouse Gases. The proposed project would generate short-term construction emissions, but would not generate daily operational emissions. Project construction activities would last approximately 6 weeks and would not generate a substantial amount of GHG emissions during construction. Furthermore,

cumulative development throughout the County would incrementally increase GHG emissions. However, all new development within the County must be consistent with the County's General Plan/Local Coastal Land Use Plans; as a result, all such development would be within the projections contained in the adopted 2007 Clean Air Plan. Therefore, cumulative development in the County will not hinder progress toward attainment of the County's air quality objectives, including greenhouse gas reductions, and cumulative impacts are considered less than significant.

Long-Term Buildout

- a-d. Potential development of five single-family residences resulting from possible subdivisions of APN 005-260-13, -018, and -019 would be subject to the County of Santa Barbara's and the APCD's rules, regulations, and policies. Construction of the single-family residences anticipated in the Summerland Community Plan buildout would be required to comply with County dust mitigation measures to reduce fugitive dust PM₁₀ emissions potentially generated during earthmoving construction activities. As with the proposed project, construction of the single-family residences would be required to comply with APCD Rule 302 (Visible Emissions), Rule 303 (Nuisance), Rule 311 (Sulfur Content of Fuels), Rule 329 (Cutback and Emulsified Asphalt Paving Materials) and Rule 345 (Control of Fugitive Dust from Construction and Demolition Activities). The rules and standard conditions would be applied individually to each project and would help to reduce construction emissions.

Attachment A, Screening Table, of the APCD's Scope and Content (2011) estimates the size of projects with potentially significant emissions (i.e., likely to generate approximately 22.5 pounds per day of ROG [i.e., ROC] or NO_x). The screening table identifies 140 homes as the threshold for detached, single-family homes on individual lots. Pursuant to the Scope and Content Screening Table, development of five single-family residences would not likely result in significant pollutant emissions of ozone precursors.

The SLOCAPCD CEQA Handbook (2012) provides screening criteria guidance for GHG analyses and estimates the size of a project expected to exceed the SLOCAPCD annual GHG Bright Line threshold of 1,150 MT CO₂E/year from operational and amortized construction impacts. The screening table indicates that development of 70 urban single-family homes would be expected to exceed the adopted GHG threshold. Accordingly, development of five urban single-family residences would likely not generate significant GHG emissions that would result in a cumulatively considerable contribution to climate change impacts.

Long-term impacts associated with the incremental buildout of five additional single family homes is not anticipated to generate significant criteria air pollutant or GHG emissions that would exceed thresholds. Regardless, County and APCD rules, regulations, and policies would be applied as applicable.

Mitigation and Residual Impact

The project would not result in significant project-specific short-term or long-term air quality impacts. As Santa Barbara County is currently in nonattainment for the state PM₁₀ standard, dust mitigation measures are required for all discretionary construction activities. Implementation of standard conditions placed on the grading plan as implemented through Chapter 14 (Grading Ordinance) of the County Code, along with standard APCD conditions would further reduce the project's less than significant short-term impact. The following mitigation measures, required by the APCD, the County, or state regulations would further reduce less-than-significant project-generated construction air pollutant emissions.

1. **AQ-1 Fugitive Dust.** Consistent with APCD requirements, the following dust control measures shall be implemented by the contractor/builder to reduce fugitive dust PM₁₀ emissions generated during earthmoving construction activities (APCD 2011):

- a. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency should be required whenever the wind speed exceeds 15 mph. Reclaimed water should be used whenever possible. However, reclaimed water should not be used in or around crops for human consumption.
- b. Minimize amount of disturbed area and reduce on-site vehicle speeds to 15 miles per hour or less.
- c. If importation, exportation, and stockpiling of fill material are involved, soil stockpiled for more than 2 days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.
- d. Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.
- e. After clearing, grading, earthmoving, or excavation is completed, treat the disturbed area by watering or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.
- f. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the APCD prior to land use clearance for map recordation and land use clearance for finish grading of the structure.
- g. Prior to land use clearance, the applicant shall include, as a note on a separate informational sheet to be recorded with map, these dust control requirements. All requirements shall be shown on grading and building plans.

Plan Requirements and Timing: All requirements shall be shown on grading and building plans and as a note on a separate information sheet to be recorded with map. Requirements shall be shown on plans or maps prior to land use clearance or map recordation. Conditions shall be adhered to throughout construction.

Monitoring: Permit Compliance inspectors shall perform periodic spot checks during construction to ensure compliance with requirements. APCD inspectors shall respond to nuisance complaints.

2. **AQ-2 Equipment Exhaust.** Particulate emissions from diesel exhaust are classified as carcinogenic by the State of California. The following is a list of regulatory requirements and control strategies that should be implemented to the maximum extent feasible. The following measures are required by state regulations (APCD 2011):

- a. All portable diesel-powered construction equipment shall be registered with the state's portable equipment registration program or shall obtain an APCD permit.
- b. Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-use Off-road Diesel Vehicles (Title 13 California Code of Regulations, Chapter 9, § 2449), the purpose of which is to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use (existing) off-road diesel-fueled vehicles.

- c. All commercial diesel vehicles are subject to Title 13, § 2485 of the California Code of Regulations, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to five minutes; electric auxiliary power units should be used whenever possible.

Plan Requirements and Timing: Measures should be shown on grading and building plans, and should be adhered to throughout trenching, hauling, and construction activities..

Monitoring: Permit Compliance inspectors shall perform periodic spot checks during construction to ensure compliance with requirements.

4.4 BIOLOGICAL RESOURCES

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
Flora					
a. A loss or disturbance to a unique, rare or threatened plant community?				√	
b. A reduction in the numbers or restriction in the range of any unique, rare or threatened species of plants?				√	
c. A reduction in the extent, diversity, or quality of native vegetation (including brush removal for fire prevention and flood control improvements)?		√			
d. An impact on non-native vegetation whether naturalized or horticultural if of habitat value?				√	
e. The loss of healthy native specimen trees?				√	
f. Introduction of herbicides, pesticides, animal life, human habitation, non-native plants or other factors that would change or hamper the existing habitat?			√		
Fauna					
g. A reduction in the numbers, a restriction in the range, or an impact to the critical habitat of any unique, rare, threatened or endangered species of animals?		√			
h. A reduction in the diversity or numbers of animals onsite (including mammals, birds, reptiles, amphibians, fish or invertebrates)?				√	
i. A deterioration of existing fish or wildlife habitat (for foraging, breeding, roosting, nesting, etc.)?		√			
j. Introduction of barriers to movement of any resident or migratory fish or wildlife species?				√	
k. Introduction of any factors (light, fencing, noise, human presence and/or domestic animals) which could hinder the normal activities of wildlife?			√		

Existing Plant and Animal Communities/Conditions:

Background and Methods:

General biological resources surveys of the project site, specifically where the project crosses Toro and Garrapata Creeks at Padaro Lane, were conducted on April 2 and 6, 2013 by Dudek senior ecologist John Davis IV. The surveys included a review of the Toro Canyon Creek’s riparian vegetation, jurisdictional boundaries, and oak tree locations, and for both creeks, a general inventory of plant and wildlife species using

the habitat, and for the entire project site, and a habitat assessment for special-status plant and wildlife species that occur in the vicinity of the site. A query of the California Natural Diversity Data Base (CNDDB) records was performed for sensitive biological resources that are documented within the United State Geologic Survey (USGS) Carpinteria 7.5 quadrangle (USGS quad).

The Project site exists on the coastal plain near the middle of the southernmost boundary of the USGS quad. For sensitive biological resources that are documented nearby, especially special-status species, locations and habitat requirements were compared to the habitat available on-site. The Toro Canyon Community Plan (County of Santa Barbara 2004) identifies several unique habitats found in the coastal zone as Environmentally Sensitive Habitat (ESH). The southern coast live oak riparian forest or streams associated with Toro Canyon and Garrapata Creeks and eucalyptus groves and suitable riparian habitat of Toro Canyon Creek that serves as monarch butterfly wintering roosting (or aggregation) sites were the two ESH's designated in the Community Plan. No federally endangered southern steelhead critical habitat occurs in Toro or Garrapata Creeks, as it is very unlikely that the species inhabit these watersheds.

The two biological site visits conducted in April, 2013 were when many plants are in blooming conditions, including the three species that had the possibility of occurring within the Project site and vicinity; two of these are perennial and are identifiable outside of the blooming period. These plants consisted of the Santa Barbara honeysuckle (*Lonicera subspicata* var. *subspicata*), Nuttall's scrub oak (*Quercus dumosa*), and white-veined monardella (*Monardella hypoleuca* ssp. *hypoleuca*). None of these plant species were observed in Toro Canyon Creek and are not likely to occur in potential future sewer lateral corridors.

Flora:

The Project site occurs primarily within the confines of Padaro Lane with one segment of the proposed sewer line spanning the west side of the Toro Canyon Creek bridge through California sycamore-coast live oak riparian woodland associated with Toro Canyon Creek. Staging areas may abut, but not intrude into the non-native ornamental vegetation found along the edge of Padaro Lane. Based on surveys of Toro Creek directly beneath and to the area north of the proposed sewer line location, no special-status plants are expected to occur on the Project site; coastal grassland habitats that could support special status plants such as the southern tarplant do not exist on the five parcels west of Toro Canyon Creek that could potentially be subdivided.

One natural habitat type is present on the property and is described below based on the Toro Canyon Plan (County 2004) and the site visits:

California Sycamore-Coast Live Oak Riparian Woodland, an Environmental Sensitive Habitat (ESH) under the Toro Canyon Plan (County 2004), forms a narrow riparian vegetation community, approximately 170-feet wide at Padaro Lane that straddles the stream course of Toro Creek, and to a lesser degree, for Garrapata Creek. The mostly closed-riparian canopy, where Padaro Lane crosses Toro Canyon Creek, is composed primarily of coast live oak (*Quercus agrifolia*) and California sycamore (*Platanus racemosa*) in the canopy. A few non-native trees have been planted as ornamentals that contribute to the closed canopy aspect of the riparian corridor, including Monterey cypress (*Cupressus macrocarpa*). Understory plant species include poison oak (*Toxicodendron diversilobum*), mugwort (*Artemisia douglasiana*), wood mint (*Stachys bullata*), coyote bush (*Baccharis pilularis*), giant horsetail (Equisetum sp.), and umbrella sedge (*Cyperus involucratus*). The latter species intermittently border the edges of the active (low-flow) channel of Toro Canyon Creek, and are not extensive enough to warrant recognition as freshwater marsh. However, the understory of this plant community is thoroughly infested with invasive, non-native ornamental and ruderal species, such as periwinkle (*Vinca sp.*), nasturtium (*Tropaeolum majus*), and Algerian ivy (*Hedera helix*).

Fauna:

No special-status animal species are known to occur in the low portion of Toro Canyon or Garrapata Creeks near or adjacent to Padaro Lane where the sewer line extension is proposed. Critical habitat for the southern steelhead occurs in many creeks in the area: Carpinteria, Romero, San Ysidro, Montecito and Sycamore Creeks. However, neither critical habitat nor southern steelhead occur in Toro Canyon or Garrapata creeks (Caltrans 2012 and NMFS 2013).

However, several of the future sewer laterals extend south into areas that contain at least one special-status animals species identified in the CNDDB (CDFW 2013), Toro Canyon Plan (County 2004), and in the *Monarch Butterfly Overwintering Sites in Santa Barbara County, California* (Meade 1999).

The following special-status animal species have the potential to occur in the area:

Monarch Butterfly. Two documented and one potential aggregation (i.e. roost) sites for wintering Monarch butterflies are documented in the Summerland Community Plan and Toro Canyon Community Plan areas in the vicinity of the proposed Project corridor. The most westerly site, Site 96, is located at the mouth of Toro Canyon Creek, approximately 800 feet south of the proposed sewer corridor, and is comprised of riparian vegetation that includes eucalyptus, California sycamores, black cottonwoods, and willows (Meade 1999). Site 96 was identified based on a 25-year history of biologists and property owners living along Padaro Lane noting that Monarch butterflies have formed transitory, autumnal, and/or overwintering (permanent) roosts during fall and winter in the Padaro Lane area (Duca MND, County of Santa Barbara, 2011). The Summerland Community Plan (SCP), adopted in 1992, designated ESH as only the riparian corridor of Toro Creek. The Toro Canyon Community Plan, adopted in 2004, maintained the ESH designation for Monarch butterflies and covers the western portion of APN 005-380-038 (3001 Padaro Lane) extending to the property boundary, approximately 30 feet south of the proposed sewer trench. The second site, located on APN 005-380-029 (3177 Padaro Lane), is the most populated Monarch butterfly [winter] colony (potentially used between November 1 and February 15) in Santa Barbara County south of Ellwood (Meade 1999). The Site 97 is a dense eucalyptus grove with a canopy that extends beyond the northern property line and into Padaro Lane, based on a review of current aerial photography (Google Maps 2013). The Toro Canyon Plan designates Sites 96 and 97 as Environmentally Sensitive Habitat – Toro Canyon Plan (ESH-TCP), Monarch butterfly Habitat (County 2004). Lastly, a north-south trending eucalyptus group of trees within APN 005-390-071 (3197 Padaro Lane) is identified as Potential Monarch Butterfly Habitat in the Toro Canyon Plan (County 2004). The canopy of the trees also extends northward beyond the property boundary, and into Padaro Lane.

Toro Canyon Community Plan Development Standard BIO-TC-1.4 (COASTAL) for Monarch butterfly habitat states.

Development shall be required to include the following buffer areas from the boundaries of Environmentally Sensitive Habitat (ESH):

- Monarch butterfly habitat - A minimum 50 feet from any side of the habitat;

Other Special Status Animal Species. No other special-status animal species are likely to occur on the Project site (main sewer line) or future sewer laterals.

Common Wildlife Species. Common wildlife species observed during the biological survey and species expected to found in the on-site habitats include herpetofauna (reptile and amphibians) species includes coast range western fence lizard (*Sceloporus occidentalis bocourti*), gopher snake (*Pituophis melanoleucus*), and Baja California tree frog (*Pseudacris hypochondriaca*); bird species include Anna's hummingbird (*Calypte anna*); song sparrow (*Melospiza melodia*), California towhee (*Pipilo crissalis*), spotted towhee (*Pipilo maculatus*), downy woodpecker (*Picoides pubescens*), brown towhee (*Pipilo fuscus*), lesser goldfinch (*Carduelis psaltria*), purple finch (*Carpodacus purpureus*), American robin (*Turdus migratorius*), oak

titmouse (*Baeolophus inornatus*); yellow-rumped warbler (*Dendroica coronata*), wrenit (*Chamaea fasciata*), and white-crowned sparrow (*Zonotrichia leucophrys*). Padaro Lane is bordered by a variety of mature trees forming a canopy with scattered open areas that may provide foraging and roosting along with limited nesting opportunities for a number of raptors including the red-tailed hawk (*Buteo jamaicensis*), red-shouldered hawk (*Buteo lineatus*), Cooper's hawk (*Accipiter cooperii*) (roosting only), great horned owl (*Bubo virginianus*), barn owl (*Tyto alba*), and western screech owl (*Megascops kennicottii*). Mammals that may occur on-site include Virginia opossum (*Didelphis virginiana*); broad-footed mole (*Scapanus latimanus*); raccoon (*Procyon lotor*); deer mouse (*Peromyscus maniculatus*); brush mouse (*Peromyscus boylii*), and striped skunk (*Mephitis mephitis*). No mammals were observed during the April surveys.

Thresholds:

Santa Barbara County's Environmental Thresholds and Guidelines Manual (County 2008) include guidelines for the assessment of biological resource impacts. The following thresholds are applicable to this Project:

Wetlands: Projects which result in a net loss of important wetland area or wetland habitat value, either through direct or indirect impacts to wetland vegetation, degradation of water quality, or would threaten the continuity of wetland-dependant animal or plant species are considered to have a potentially significant effect on the environment. Projects which substantially interrupt wildlife access, use and dispersal in wetland areas would typically be considered to have a potentially significant impact. Projects which disrupt the hydrology of wetlands systems would be considered to have a potentially significant impact.

Riparian Habitats: Project created impacts may be considered significant due to: direct removal of riparian vegetation; disruption of riparian wildlife habitat, particularly animal dispersal corridors and or understory vegetation; or intrusion within the upland edge of the riparian canopy leading to potential disruption of animal migration, breeding, etc. through increased noise, light and glare, and human or domestic animal intrusion; or construction activity which disrupts critical time periods for fish and other wildlife species.

Individual Native Trees: Project created impacts may be considered significant due to the loss of 10% or more of the trees of biological value on a Project site.

Other Rare Habitat Types: The Manual recognizes that not all habitat-types found in Santa Barbara County are addressed by the habitat-specific guidelines. Impacts to other habitat types or species may be considered significant, based on substantial evidence in the record, if they substantially: (1) reduce or eliminate species diversity or abundance; (2) reduce or eliminate the quality of nesting areas; (3) limit reproductive capacity through losses of individuals or habitat; (4) fragment, eliminate, or otherwise disrupt foraging areas and/or access to food sources; (5) limit or fragment range and movement; or (6) interfere with natural processes, such as fire or flooding, upon which the habitat depends.

Development buffers from Environmentally Sensitive Habitats (ESH) buffers are identified in the Toro Canyon Plan (County 2008).

BIO-TC-1.4 (COASTAL) Development shall be required to include the following:

- Southern Coast Live Oak Riparian Forest corridors and streams – 50 feet in Rural Neighborhoods, as measured from the outer edge of the canopy or the top of creek bank, whichever is greater;
- The buffer for Southern Coast Live Oak Riparian Forests and streams may be adjusted upward or downward on a case-by-case basis given site specific conditions. Adjustment of the buffer shall be based upon site specific conditions such as slopes, biological resources, and erosion potential, as evaluated and determined by Planning and Development in consultation with other County agencies, such as Environmental Health Services and the Flood Control District (County 2008).
- The development standard also allows the adjustment of the riparian buffer based on site specific conditions and adjustment of the other buffers if strict adherence would preclude reasonable use of the property. In this case, the riparian buffer would be reduced to allow for installation of the main

sewer line along the north bridge. Four (4) oak trees would be partially impacted (i.e. secondary limbs pruned back) to clear a space for the main to cross the creek, adjacent to the bridge. No other development would occur at this site as part of this Project, therefore, no other buffer adjustments are necessary.

Impact Discussion:

Pipeline Construction

- a. The project would not result in the loss of a unique, rare, or threatened plant communities identified on the site. The majority of the sewer line would occur within boundaries of Padaro Lane, with the exception of a short segment that would span the north side of the bridge over Toro Creek.
- b. Installation of the main sewer line within the Padaro Lane corridor would not impact any rare or threatened species of plants.
- c. Approximately four (4) coast live oak trees could be minimally impacted during installation of the main sewer line that would be suspended from the side of the bridge. If trimming of any of these trees were required during installation of the line, it would be performed under the direction of a qualified arborist to ensure the health of the tree canopy.
- d. Proposed sewer corridor excavation within the Padaro Lane pavement would not result in removal of any non-native vegetation that would have the potential to change habitat qualities. In particular, the trenching would not require removal through limbing of any eucalyptus tree or other non-native tree canopy associated with the two designated and one potential Toro Canyon Community Plan ESH areas associated with Monarch butterfly habitats.
- e. No healthy native specimen trees would be lost. As noted in c. above, minor trimming of four coast live oaks in the vicinity of the Toro Canyon Creek bridge footings could be necessary to allow for hanging of the sewer line from the bridge. This would be a temporary, minor impact on the integrity of the trees, and be less than significant.
- f. Project construction activities would be short-term and would not introduce herbicides, pesticides, animal life, human habitation, or non-native plants. No impact on biological resources would result.
- g. The Project sewer line corridor excavation, though temporary and limited to 6 weeks, could impact foraging and roosting along with limited nesting opportunities for a number of raptors if the activity would occur between March to September. This would be a potential short-term significant impact on the critical habitat of special status raptor species.
- h. The Project sewer line corridor excavation 6-week construction within the Padaro Lane roadway would have no effect on the diversity or abundance of wildlife on-site.
- i. The Project sewer line corridor excavation would occur within 50 feet of three Monarch butterfly habitat designated ESH areas, and one potential Monarch butterfly habitat area. If construction were to occur during the roosting period of November 1 to February 15, construction noise could potentially impact the ability of the butterfly to roost. Construction adjacent to each of the three areas, however, would not last more than one day. The limited duration of construction activity within 50 feet of the designated and potential Monarch butterfly habitats is considered less than significant.
- j. The Project sewer line corridor excavation within the existing Padaro Lane road pavement would not create any barriers to movement of a resident or migratory fish or wildlife species. No construction equipment activity would occur within the riparian corridor of Toro Canyon Creek, as the sewer pipeline would be hung from the bridge. Impacts on biological resources would be less than significant.

- k. The Project sewer line corridor excavation within the existing Padaro Lane roadway would not introduce any factors including light, fencing, long-term noise and increased human presence, and/or domestic animals that could hinder the normal activities of wildlife. The 6-week construction period would create a minimal noise impact that would commence slowly along the 4,100-foot corridor. Impacts on biological resources would be less than significant.

Long-Term Buildout

- a. Potential future sewer lateral extensions would extend to three parcels west of Toro Canyon Creek. All of these potential parcels would be a substantial distance from the Toro Canyon Creek riparian corridors considered an Environmental Sensitive Habitats (ESH). No impacts to sensitive biological habitats would occur.
- b. Installation of future lateral sewer lines would not encroach within coastal grassland and/or disturbed site conditions that would potentially support special-status plants. No impacts on biological resources would occur.
- c, e. Potential buildout of the additional parcels within the Summerland Community Plan area would be addressed incrementally relative to Plan policies addressing biological resource protection. A ny potential reduction in the quality of native vegetation on the three parcels, such as tree removal, would be conditioned with standard measures to reduce impacts on biological resources to less than significant.
- d. Potential sewer lateral extensions within 50 feet of the two designated and one potential Toro Canyon Community Plan ESH areas associated with Monarch butterfly habitats would be subject to incremental plan consistency review, including avoidance of habitat disturbance during the roosting period. Imposition of standard measures would reduce impacts on biological resources to less than significant.
- f. The Project could potentially facilitate increased human habitation associated with five additional subdivided parcels. This would be a less than significant increase, and the buildout would be consistent with impacts previously addressed in the Summerland Community Plan. Impacts on biological resources would be less than significant.
- g. The Project sewer line laterals excavation, though temporary, could impact foraging and roosting along with limited nesting opportunities for a number of raptors if the activity would occur between March to September. This would be a potential short-term significant impact on the critical habitat of special status raptor species.
- h. Potential buildout of the additional parcels within the Summerland Community Plan area and potential sewer line lateral excavation would not result in ANY reduction in the diversity or abundance of wildlife.
- i. Future extension of sewer line laterals would have a less than significant potential for deterioration of fish and wildlife habitat, as they would occur outside of aquatic and riparian habitats. Potential buildout of the additional parcels within the Summerland Community Plan area would occur substantially more than 50 feet from designated Monarch Butterfly habitat ESH on Toro Canyon Creek.
- j. Potential buildout of the five additional parcels within the Summerland Community Plan area and future extension of sewer line laterals would not create any barriers to movement of a resident or migratory fish or wildlife species.
- k. Potential buildout of the five additional parcels within the Summerland Community Plan area could result in a minimal increase in night light, fencing, noise, human presence and domestic animals that

could hinder the normal activities of wildlife. The buildout parcels, however, are already surrounded by and part of residential estates such that the development represents infill in a previously developed area. Impacts on biological resources would be less than significant.

Cumulative Impacts:

Since the proposed construction Project would occur over a 6-week period, and impacts on biological resources would be extremely short term. The existing conditions for areas subject to built out of future sewer laterals is rural residential with considerable landscaping incorporated into well-spaced housing units; this activity would not result in an adverse cumulatively effect on the County’s biological resources. Development of the remaining parcels would also not have an impact cumulatively, since these sites are already disturbed and avoidance of Environmental Sensitive Habitats would be conditioned. The proposed Project’s contribution to cumulative impacts on biological resources would be less than significant.

Mitigation and Residual Impact:

The following mitigation measures would reduce the Project’s biological resource impacts to a less than significant level:

BIO-1: Tree Protection Plan – Construction Component. The Applicant shall submit a Tree Protection Plan (TPP) prepared by a P&D-approved arborist and/or biologist and designed to protect existing native coast live oak trees. The Applicant shall comply with and specify the following as notes on the Grading Plans:

- a. Fencing of all trees to be protected at least six feet outside the dripline with highly visible construction fencing at least 3 ft high, staked to prevent any collapse, and with signs identifying the protection area placed in adjacent to the bridge.
- b. Fencing/staking/signage shall be maintained throughout construction activities.
- c. If any trimming of coast live oak trees is necessary as part of project construction, it shall be completed only by hand and under the direction of a P&D-approved arborist/biologist:

The following activities are not permitted:

- 1. Cutting any roots of one-inch in diameter or greater.
- 2. Tree removal.

Plan Requirements: The Applicant shall: (1) submit the TPP; (2) include all applicable components in the TPP; (3) include as notes or depictions all plan components listed above, graphically depicting all those related construction, and temporarily and/or permanently installed protection measures. **Timing:** The Applicant shall comply with this measure prior to issuance of the Coastal Development Permit. Plan components shall be included on all plans prior to the issuance of grading and building permits. The Applicant shall install tree protection measures on-site prior to issuance of grading and building permits and pre-construction meeting. **Monitoring:** The Applicant shall demonstrate that trees identified for protection were not damaged or removed or, if damage or removal occurred, that correction is completed as required by the TPP.

BIO-2: Tree Protection Plan-Unexpected Damage and Mitigation. In the event of unexpected damage to oak trees, the damaged trees shall be mitigated on a minimum 3:1 ratio. Any performance securities required for installation and maintenance of replacement trees shall be released after its inspection and approval of such installation and maintenance.

Plan Requirements: The Applicant shall include this as a note on the TPP. **Timing:** The Applicant shall comply with this measure prior to issuance of the Coastal Development Permit. Plan components shall be included on all plans prior to the issuance of grading permits. **Monitoring:** The Applicant shall demonstrate that trees identified for protection were not damaged or, if damage occurred, that correction is completed as required by the TPP.

BIO-3: Nesting Birds. The applicant shall retain and pay for a qualified biologist to inspect and monitor the Project site for bird and raptor nesting activity. If construction is to take place during the raptor nesting season (March to September), a qualified biologist shall conduct a pre-construction bird and raptor nesting inspection not more than one week prior to the proposed beginning of construction activity. If birds or raptors are determined to be nesting on or within the vicinity of the project site, no construction activities, including, but not limited to grading or heavy equipment operation, shall take place within 500 feet of the raptor nest or within 300 feet (or the property line, whichever is closer) of a bird nest. Certain construction activities may be allowed on a case-by-case basis.

Plan Requirements and Timing: At a minimum of two days prior to the proposed beginning of construction activity, the results of the survey shall be reviewed and approved. This condition shall be printed on all final grading building plans. **Monitoring:** Site inspections shall be performed throughout the construction phase.

With the incorporation of these measures, residual impacts to biological resources would be less than significant.

4.5 CULTURAL RESOURCES

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
Archaeological Resources					
a. Disruption, alteration, destruction, or adverse effect on a recorded prehistoric or historic archaeological site (note site number below)?			√		
b. Disruption or removal of human remains?				√	
c. Increased potential for trespassing, vandalizing, or sabotaging archaeological resources?				√	
d. Ground disturbances in an area with potential cultural resource sensitivity based on the location of known historic or prehistoric sites?			√		
Ethnic Resources					
e. Disruption of or adverse effects upon a prehistoric or historic archaeological site or property of historic or cultural significance to a community or ethnic group?			√		
f. Increased potential for trespassing, vandalizing, or sabotaging ethnic, sacred, or ceremonial places?			√		
g. The potential to conflict with or restrict existing religious, sacred, or educational use of the area?				√	

Existing Setting:

For at least the past 10,000 years, the area that is now Santa Barbara County has been inhabited by Chumash Indians and their ancestors. Based on records on file at the Central Coast Information Center of the University of California, Santa Barbara (CCIC), and several investigations undertaken in the project vicinity, two prehistoric archaeological sites, CA-SBA-13 and -1566, are located in the vicinity of the proposed project. The recorded site boundaries do not extend within the proposed Project pipeline corridor within Padaro Lane, but no systematic sub-surface archaeological investigations have previously occurred within the area of proposed excavation. No religious, sacred, or educational uses of the proposed Project area and vicinity exist, but local Chumash representatives consider that the Padaro Lane community to be generally an area of high heritage value sensitivity.

County Environmental Thresholds: The County Environmental Thresholds and Guidelines Manual contains guidelines for identification, significance determination, and mitigation of impacts to important cultural resources. Chapter 8 of the Manual, the *Archaeological Resources Guidelines: Archaeological, Historic and Ethnic Element*, specifies that if a resource cannot be avoided, it must be evaluated for importance under CEQA. CEQA Section 15064.5 contains the criteria for evaluating the importance of archaeological and historical resources. For archaeological resources, the criterion usually applied is: (D), “Has yielded, or may be likely to yield, information important in prehistory or history”. If an archaeological site does not meet any of the four CEQA criteria in Section 15064.5, additional criteria for a “unique archaeological resource” are contained in Section 21083.2 of the Public Resource Code, which states that a “unique archaeological resource is an archaeological artifact, object, or site that: 1) contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information; 2) has a special and particular quality such as being the oldest of its type or the best available example of its type; or 3) is directly associated with a scientifically recognized important prehistoric or historic event or person. A project that may cause a substantial adverse effect on an archaeological resource may have a significant effect on the environment.

Impact Discussion:

Pipeline Construction

a-g. A systematic Extended Phase 1 archaeological investigation was undertaken to evaluate the potential for subsurface archaeological resources within the proposed pipeline corridor on April 9, 2013. Twelve solid core geoprobes, 2-inches in diameter, were excavated to the depth of the proposed pipeline trench in locations along the proposed impact area. Four of these were located closest to the recorded CA-SBA-13 and -1566 site boundaries. The excavations were supervised by County-qualified archaeologist Ken Victorino, RPA, and were observed by Chumash elder and consultant Gilbert Unzueta. Mitch Borneyasz, a geomorphologist expert in the interpretation of archaeological soils, examined the soil samples to determine the potential extent of any previous ground disturbances. None of the geoprobes identified the presence of potentially significant archaeological resources. Therefore, the potential for undiscovered cultural resources to exist onsite is low. However, in the event that previously unidentified cultural resources are discovered during site development, the standard archaeological discovery condition (Mitigation Measure CUL-1) would mitigate impacts to cultural resources to less than significant levels.

Long-Term Buildout

a-g. Potential residential development of residential parcels 005-260-13, -018, and -019 south of Padaro Lane would occur in sufficient proximity to recorded cultural resources such that standard procedures for the assessment of potential impacts on cultural resources would be required by Santa Barbara County. This would include a systematic Phase 1 survey, and if necessary, an Extended Phase 1 subsurface excavation investigation, of proposed development envelopes. In order to achieve consistency with Summerland Community Plan plans and policies and the County’s Coastal Zoning Ordinance, development would have to demonstrate avoidance of any significant cultural resources to the extent feasible. In certain instances, this would include consultation and coordination with interested local Chumash representatives to achieve a design and protocol for project implementation that would address all concerns regarding their heritage values. These standard evaluation practices would ensure that long-term impacts on cultural resources would be reduced to less than significant levels.

Mitigation and Residual Impact:

The following mitigation measure would reduce the project’s cultural resource impacts to a less than significant level:

CUL-1 In the event archaeological remains are encountered during grading, work shall be stopped immediately or redirected until a P&D qualified archaeologist and Native American representative are retained by the applicant to evaluate the significance of the find pursuant to Phase 2

investigations of the County Archaeological Guidelines. If remains are found to be significant, they shall be subject to a Phase 3 mitigation program consistent with County Archaeological Guidelines and funded by the applicant.

Plan Requirements/Timing: This condition shall be printed on all building and grading plans.
Monitoring: The Applicant shall spot check in the field.

With the incorporation of this measure, residual impacts would be less than significant.

Cumulative Impacts:

Since the project would not significant impact cultural resources, it would not have a cumulative considerable effect on the County’s cultural resources.

4.6 ENERGY

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Substantial increase in demand, especially during peak periods, upon existing sources of energy?				√	
b. Requirement for the development or extension of new sources of energy?				√	

Existing Setting:

Private electrical and natural gas utility companies provide service to customers in Central and Southern California, including the unincorporated areas of Santa Barbara County.

Impact Discussion:

The County has not identified significance thresholds for electrical and/or natural gas service impacts (Thresholds and Guidelines Manual).

Pipeline Construction

a-b. Pipeline construction equipment would have no impact on the existing electrical and natural gas service infrastructure, as all equipment would be individually fueled.

Long-Term Buildout

a-b. The incremental buildout of five additional single family homes would all be served by existing energy service infrastructure from Padaro Lane. The buildout of existing Summerland Community Plan residential designated parcels has been anticipated in existing connections. No additional impact would result.

Mitigation and Residual Impact:

Because no impacts on energy would result, no mitigation measures are required. Residual impacts would be less than significant.

4.7 FIRE PROTECTION

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Introduction of development into an existing high fire hazard area?				√	
b. Project-caused high fire hazard?				√	
c. Introduction of development into an area without adequate water pressure, fire hydrants or adequate access for fire-fighting?			√		
d. Introduction of development that will hamper fire prevention techniques such as controlled burns or backfiring in high fire hazard areas?				√	
e. Development of structures beyond safe Fire Dept. response time?			√		

Existing Setting:

The proposed Project site is located in the Carpinteria-Summerland Fire Protection District. The site is within the Fire District’s five-minute response zone and is not part of a High Fire Hazard Area. The residential parcels with the potential for future subdivision are parts of existing estates with no expanses of natural vegetation.

Impact Discussion:

- a. Because short-term Project construction would not result in the introduction of any new development in a High Fire Hazard Area, there are no impacts associated with development in a High Fire Hazard Area.
- b. Proposed Project construction would involve the extension of a sewer line within an existing road. These short-term construction activities would not result in the creation of a high fire hazard, so there are no impacts associated with a project-caused high fire hazard.
- c-e. The proposed Project would involve only short-term construction activities related to the installment of the sewer pipe; no new development would result. Therefore, no activities impeding fire prevention techniques or that impacting fire-fighting infrastructure and response time would result.

Long-Term Buildout

- a-b. Potential development of five single family residences resulting from possible subdivisions of APN 005-260-13, -018, and -019 would be subject to land use goals and policies identified in the Summerland Community Plan and Coastal Zoning Ordinance. These potential residences would not be located in an existing High Fire Hazard Area and would not result in a high fire hazard. No impacts are associated with development in High Fire Hazard Area or with development that would create a high fire hazard.
- c. Any future residential development would be required to be consistent with Carpinteria-Summerland Fire District standards, which include provisions for adequate fire hydrants, water supply, and access. Since the area currently has adequate fire-protection infrastructure, and since approval of any new residences would require provisions ensuring the development of adequate fire protection infrastructure, any impacts associated with lack of water pressure, hydrants, or access would be less than significant.
- d. Because these potential new residences would not be in a High Fire Hazard Area, they would not hinder any fire prevention techniques in High Fire Hazard Areas.
- e. Potential new residences would be located within the five-minute response zone, so no impacts would be associated with development outside of a safe Fire Department response time.

Mitigation and Residual Impact:

Because proposed Project impacts on fire protection would be less than significant, no mitigation measures are required. Residual impacts would be less than significant.

4.8 GEOLOGIC PROCESSES

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Exposure to or production of unstable earth conditions such as landslides, earthquakes, liquefaction, soil creep, mudslides, ground failure (including expansive, compressible, collapsible soils), or similar hazards?			√		
b. Disruption, displacement, compaction or overcovering of the soil by cuts, fills or extensive grading?			√		
c. Exposure to or production of permanent changes in topography, such as bluff retreat or sea level rise?			√		
d. The destruction, covering or modification of any unique geologic, paleontologic or physical features?				√	
e. Any increase in wind or water erosion of soils, either on or off the site?			√		
f. Changes in deposition or erosion of beach sands or dunes, or changes in siltation, deposition or erosion which may modify the channel of a river, or stream, or the bed of the ocean, or any bay, inlet or lake?				√	
g. The placement of septic disposal systems in impermeable soils with severe constraints to disposal of liquid effluent?				√	
h. Extraction of mineral or ore?				√	
i. Excessive grading on slopes of over 20%?				√	
j. Sand or gravel removal or loss of topsoil?			√		
k. Vibrations, from short-term construction or long-term operation, which may affect adjoining areas?			√		
l. Excessive spoils, tailings or over-burden?			√		

Existing Setting:

The Loon Point Fault is known to exist approximately 600 feet to the southwest of the western terminus of the pipeline. The fault runs generally northward from this spot, but its existence along the project site is unknown.

The project area has nearly level topography and encompasses three types of soils: Milpitas-Positas fine sandy loam to the west; Goleta fine sandy loam just to the east of Toro Canyon Creek; and Ballard fine sandy loam on the eastern half of the site (USDA 1982). Each of these soils has medium runoff rates. Milpitas-Positas and Goleta fine sandy loams have a moderate erosion hazard, and Ballard fine sandy loam has a slight erosion hazard. The Summerland Community Plan Geological Resources Map identifies the area surrounding Toro Canyon Creek including the project site as having a “moderate” potential to host liquefiable soils. An area of the project site beginning at Toro Canyon Creek and spanning 700 feet westward is identified in the Summerland Community Plan as having expansive soils. Both expansive and compressible soils are present in an area of the project site spanning about 500 feet to the east of the western terminus of the pipeline.

The residences just to the south of the project site use septic systems, which are described in the Toro Canyon Community Plan as a factor that can exacerbate landslide hazards.

Impact Discussion:

Pipeline Construction

- a. The proposed Project would involve the installment of a sewer pipeline within an existing road. The Loon Point Fault has the potential to exist along the project construction site, although it's precise location is unknown. The potential existence of a fault line within or near the project site creates the potential for a geologic hazard. In addition, expansive, compressible, and liquefiable soils exist on the project site. But because the proposed pipeline would be constructed using standard engineering procedures consistent with state seismic building standards, and because several existing utilities have been successfully located in the road with no adverse seismic or soil-related impacts, impacts related to the potential for seismic activity and soil instability on the site would be less than significant.
- b. The construction required to install the sewer pipeline would involve the excavation of a trench within an existing roadway that would be at most 6-feet deep and 3-feet wide. Some disruption and displacement of soil on the project site would result from the excavation process. If concrete slurry would be placed in the pipeline to backfill the excavated trench, displaced soil would be exported to Santa Barbara Sand and Gravel in Elwood Canyon, Goleta; no recompaction of the excavated trench soils would occur. If excavated soils were reused in the excavated trench as construction progresses, recompaction would occur consistent with standard engineering practices. Thus, the impacts from excavation potential for compaction would be less than significant.
- c. Although the pipeline construction would temporarily create a change in topography due to the excavation of the trench, once the trench has been filled the original topography of the road would be restored. Thus, permanent changes in topography resulting from the proposed Project would be less than significant.
- d. The proposed Project construction site would be located within an existing road under geologically recent alluvium that is not characterized by any unique geological, paleontologic, or physical features. Thus, project construction would have no impact on any such unique features.
- e. Construction of the proposed pipeline would result in the excavation of a trench within an existing road. This excavation would temporarily and incrementally expose the underlying soils to erosion by wind or water in the event of either windy or rainy conditions. However, because the exposure of these soils would be temporary, and because the trench would be filled in as construction progresses, potential impacts involving erosion of underlying soils would be less than significant.
- f. The proposed sewer pipeline extension and the construction required to install it would not be located on or near any beach sands, dunes, bays, inlets, or lakes. Thus, the proposed Project would not result in impacts involving erosion, deposition, or siltation of any of these water bodies or sand formations. Although the project site would be located near the stream channel of Toro Canyon and Garrapata creeks, no construction would occur within the stream channels, and the introduction of a the sewer line near these creeks would not cause changes in siltation, deposition, or erosion. Thus, the proposed Project would not result in impacts involving erosion, deposition, or siltation of steam channels.
- g-i. The proposed Project would result in the extension of a sewer line such that it would not involve the introduction of any septic systems to the area, nor would it involve the extraction of minerals or ore. Construction would take place on a level road, so no grading on slopes over 20% would be required.

Thus, the proposed Project would not result in any adverse impacts involving septic systems, mineral or ore extraction, or grading on steep slopes.

- j. The construction involved with the proposed Project would require the excavation of a trench in an existing road that would be up to 6-feet deep and up to 3-feet wide. The excavation of this trench would result in the removal of the soil that is beneath the existing roadway, some of which would potentially be exported to Santa Barbara Sand and Gravel. Although much of the soil located on the proposed construction site would be removed and lost, it is currently beneath a paved roadway, and the narrow, linear nature of the site renders this area of lost soil relatively small in comparison to the surrounding area. Thus, loss of soil would be less than significant. If soils were reused and placed in the excavated trench, no impact on soils would occur.
- k. The construction required to install the proposed pipeline would involve the use of an excavator, a loader, and dump truck. The construction activity and the use of this heavy construction equipment have the potential to result in vibrations which could affect the nearby residential neighborhood. However, the construction would be 6 weeks long, and all construction activity would occur between the standard hours of 8:00 a.m. and 5:00 p.m. and would not occur on weekends or on recognized state holidays. Because of the temporary nature of the construction and the restricted times, impacts involving vibrations would be less than significant.
- l. Because the installation of the sewer pipe would require the excavation of a trench, some tailings and overburden would result. However, these would be properly exported to an outside location and would thus not pose a significant impact to the environment of the project area.

Long-Term Buildout

- a. Any seismic or soil-related impacts resulting from the incremental buildout of five additional single family homes in the vicinity of the Loon Point fault line would be addressed at the time of the development of these residences. The homes would be built consistent with state seismic building standards; thus, seismic and soil-related impacts of potential buildout would be less than significant.
- b,c. The construction of five additional single-family residences would not result in significant disruption or displacement of soils, or in significant permanent changes in topography. Any soil displacement or disruption due to grading would be minor relative to the minimum 3-acre parcel size of the subdivision. Some properties may be beachfront, and setbacks accounting for sea level rise would be implemented per project in accordance with County standards.
- d,h. No unique geologic, paleontologic, or physical features and no minerals or ore are present on the sites of the potential five residences. Thus, no impacts involving these resources would result.
- e-f, j,l. The construction of five additional single-family residences would not result in significant increases in soil erosion; siltation, deposition, or erosion of beach dunes or water bodies; loss of topsoil; or excessive tailings.
- g. This proposed Project would result in the extension of a sewer line that would serve these five residences in the event of buildout. Thus, no impacts would result from septic disposal.
- i. Extension of sewer service to such potential residences would not result in grading on slopes greater than 20%; thus, no impacts would result.
- k. The five potential single-family residences would be located on parcels of 3 acres or more in size. Construction activity scheduling would be limited in accordance with County standards. The short-term and small-scale nature of this construction, combined with the large parcel size and implementation of routine standards, would make impacts related to vibrations less than significant.

Mitigation and Residual Impact:

Because proposed Project impacts pertaining to geologic processes would be less than significant, no mitigation measures are required. Residual impacts would be less than significant.

4.9 HAZARDOUS MATERIALS/RISK OF UPSET

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. In the known history of this property, have there been any past uses, storage or discharge of hazardous materials (e.g., fuel or oil stored in underground tanks, pesticides, solvents or other chemicals)?			√		
b. The use, storage or distribution of hazardous or toxic materials?		√			
c. A risk of an explosion or the release of hazardous substances (e.g., oil, gas, biocides, bacteria, pesticides, chemicals or radiation) in the event of an accident or upset conditions?		√			
d. Possible interference with an emergency response plan or an emergency evacuation plan?			√		
e. The creation of a potential public health hazard?		√			
f. Public safety hazards (e.g., due to development near chemical or industrial activity, producing oil wells, toxic disposal sites, etc.)?				√	
g. Exposure to hazards from oil or gas pipelines or oil well facilities?				√	
h. The contamination of a public water supply?			√		

Existing Setting:

A natural gas line runs generally 20 to 30 feet south of the location of the proposed sewer pipeline. Two creeks traverse the project site, Toro Canyon to the west and Garrapata to the east. The Toro Canyon Community Plan Groundwater Resources map indicates that the project site is a part of the Confined Groundwater Area.

Impact Discussion:

Pipeline Construction

- a. There is no evidence that hazardous materials were used, stored or spilled on site in the past. Impacts involving hazardous materials/risk of upset would be less than significant.
- b,c. Fueling of heavy equipment during construction activities would occur within staging areas. There is the potential for release of these hazardous fuels if proper storage is not provided. An unintended release of construction equipment fuels would be a potentially significant hazardous materials impact.
- d. Traffic flow in portions of the west-bound lane of Padaro Lane would be restricted during the 6-week construction period. Construction traffic would be regulated such that no interference with emergency response capabilities to the project site or to other properties in the project area would occur. Impacts on emergency response would thus be less than significant.

- e. Any potential public health hazards that would result from the proposed Project would be related to the inadvertent release or spill of fuels or solvents used in construction equipment. This is considered a potentially significant risk of upset impact.
- f. The proposed Project would involve the installation of a sewer extension within an existing road. No development would occur near toxic disposal sites, chemical or industrial activities, or producing oil wells. Thus, no impacts on public safety hazards would result from this project.
- g. The construction of the proposed pipeline would occur within an existing road, about 20 to 30 feet removed from the nearest gas line. Thus, the proposed Project would not disturb any oil or gas pipelines or any oil well facilities, and no impacts would be associated with hazards involving these pipelines or well facilities.
- h. The proposed project site is a part of the Confined Groundwater Area of the Toro Canyon Community Plan area. However, because the excavation involved with the construction of the pipeline would not breach the depth of the groundwater level, impacts on public water supply would be less than significant.

Long-Term Buildout

- a-h. Potential buildout could result in the development of five single-family residences. This development would not occur on sites where hazardous materials had been stored or spilled in the past. It would not result in significant impacts involving in the use, storage, or release of hazardous materials, nor would it result in significant interference with an emergency response plan. The incremental development of five single-family residences would also not result in a public health hazard, a public safety hazard, an exposure to oil or gas pipelines, or the contamination of the public water supply. Thus, no significant impacts involving hazardous materials would result from the potential incremental buildout of five single-family homes.

Mitigation and Residual Impact:

The following mitigation measures would reduce the project's effects regarding hazardous materials and/or risk of upset to a less than significant level:

HAZ-1 Construction equipment fuels shall be stored, handled, and disposed of in a manner which minimizes the potential for risk of upset.

Plan Requirements and Timing: Bulk storage locations for construction materials and any measures proposed to contain the materials shall be shown on the grading plans submitted to the County of Santa Barbara prior to start of construction.

Monitoring: The Applicant shall site inspect prior to the commencement of and as needed during all grading and construction activities.

With the incorporation of these measures, residual impacts would be less than significant.

4.10 HISTORIC RESOURCES

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Adverse physical or aesthetic impacts on a structure or property at least 50 years old and/or of historic or cultural significance to the community, state or nation?				√	
b. Beneficial impacts to an historic resource by providing rehabilitation, protection in a conservation/open easement, etc.?				√	

Existing Setting:

No structures or formal landscape features currently exist on the project site.

Impact Discussion:

As no historic resources are within the project area, no impacts would result.

Mitigation and Residual Impact: No impacts are identified. No mitigations are necessary.

4.11 LAND USE

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Structures and/or land use incompatible with existing land use?			√		
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				√	
c. The induction of substantial growth or concentration of population?			√		
d. The extension of sewer trunk lines or access roads with capacity to serve new development beyond this proposed project?			√		
e. Loss of existing affordable dwellings through demolition, conversion or removal?				√	
f. Displacement of substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				√	
g. Displacement of substantial numbers of people, necessitating the construction of replacement housing elsewhere?				√	
h. The loss of a substantial amount of open space?				√	

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
i. An economic or social effect that would result in a physical change (i.e., closure of a freeway ramp results in isolation of an area, businesses located in the vicinity close, neighborhood degenerates, and buildings deteriorate. Or, if construction of new freeway divides an existing community, the construction would be the physical change, but the economic/social effect on the community would be the basis for determining that the physical change would be significant)?				√	
j. Conflicts with adopted airport safety zones?				√	

Existing Setting:

The project area is located within the rural designated areas of the Summerland Community Plan and Toro Canyon Community Plan, which is situated between the communities of Santa Barbara and Carpinteria. The project area is identified as a Rural Neighborhood (RN) in both community plans and is located within the Coastal Zone boundary. The site is bounded by Single-family residential to the south, Union Pacific Railroad and U.S. Highway 101 to the north. Toro Canyon Creek is conveyed underneath Padaro Lane by a bridge, and Garrapata Creek is conveyed under the road way via a stone and cement box culvert. The creek areas are mapped in the Toro Canyon Community Plan as Environmentally Sensitive Habitat areas for Southern Coast Live Oak Riparian Forest or Streams, with a portion of the project area (APNs: 005-380-029, -030, 033, -034, and -038) mapped as Monarch Butterfly Habitat, with APN 005-390-071 mapped as an area of potential Monarch Butterfly Habitat requiring further study during permit review.

Impact Discussion:

Pipeline Construction

- a. The proposed sewer line extension would occur within the road right-of-way of Padaro Lane. Padaro Lane serves single-family residential development located between the roadway and the coastline, as well as the county parking lot for the Loon Point coastal access trail at the western end of the lane. The project would be compatible with existing land uses in the area. Impacts involving construction of the sewer line extension would be less than significant.

- b. Coastal Land Use Plan Policy 2-10 and LAFCO policies discourage extending sewer service to rural areas because such extensions can encourage development intensification. However, an exception is granted for those areas where public health hazards are an issue. The Padaro Lane Rural Developed Neighborhood is located in close proximity to the ocean and waterways that feed to the ocean. Therefore, limited sewer line extensions are recommended for this area to minimize potential health hazards from the use of septic systems near the ocean. The objective of the proposed Project is to eliminate the use of existing individual wastewater treatment septic systems and reduce the need for potential future septic systems in the proposed Project area. These actions would be consistent with the Santa Barbara County Toro Canyon Community Plan Policy WW-TC-1 and related development standards that direct the implementation of wastewater treatment systems that reduce reliance on septic system, and extension of sewer lines within the Padaro Lane Rural Neighborhood. Replacement of existing septic systems with connections to the District sewer would incrementally reduce the risk of septic failure and potential impacts on surface water quality and the biotic community of Garrapata and Toro Canyon creeks, as well as nearby beaches and ocean water into which the creeks drain. Reduction of existing and future septic system use would also address potential impacts on local groundwater quality degradation.

The Toro Canyon Community Plan identifies a portion of the areas adjacent to the project site as ESH for Monarch Butterfly Habitat or as potential Monarch Butterfly Habitat. In addition, Toro Canyon Creek and Garrapata Creek that traverse the project area are also identified as ESH along the creek corridors. The Toro Canyon Community Plan contains the following policy to protect ESH areas.

Policy BIO-TC-1: Environmentally Sensitive Habitat (ESH) areas shall be protected and, where appropriate, enhanced.

The proposed project has been designed to minimize disturbances within the creek corridors and adjacent ESH designated areas. At the Toro Canyon Creek Bridge, the sewer line would be hung from the north side of the bridge and would be supported by engineered stainless steel hangar assemblies. The construction would be done from above the bridge using a man lift with basket. The man lift would be used to lower a worker over the bridge to complete installation of the pipe; no heavy equipment would traverse outside the Padaro Lane road shoulder. Minor limbing of two oak trees and one sycamore tree adjacent to the bridge would potentially be required. The pipeline would be excavated in the Padaro Lane shoulder adjacent to the bridge abutments, but all excavation would occur from the road. Therefore, impacts to ESH areas adjacent to the project area from construction of the sewer pipeline extension would be less than significant.

Consequently, the proposed sewer line would not conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project site. The land use and zoning designations would not be altered as a result of the proposed sewer line extension. The proposed project would not conflict with the policies of the Summerland or Toro Canyon Community Plans or with the Coastal Land Use Plan.

c, d. The proposed sewer line extension would result in an approximately 4,100-foot long extension of a Carpinteria Sanitary District (District) sewer main line along 21 parcels fronting the western portion of Padaro Lane. The District would also install “wyes” connections in the main sewer to accommodate future individual parcel connections. The timing of incremental, individual future parcel connections is not known at this time; these actions would be subject to future permitting by the County of Santa Barbara. However, three of the 21 existing parcels located within the CSD Annexation project area are of sufficient size as to potentially allow for future land divisions yielding up to five additional single family residences:

- 005-260-018: 10.25 acres could be divided to provide two additional parcels of 3 acres each;
- 005-260-019: 10.01 acres could be divided to provide two additional parcels of 3 acres each; and
- 005-260-013: 6.05 acres could be divided to provide one additional parcel of 3 acres.

The proposed extension of sewer disposal to these three existing parcels is conservatively considered to have the potential to “foster... the construction of additional housing, either directly or indirectly, in the surrounding environment” (CEQA Guidelines Section 15162.2[d]). The potential for five additional single-family residences would not induce population growth beyond that which could be accommodated under the Summerland Community Plan and zoning code. The construction of the sewer line would not facilitate growth beyond the project area and would not result in substantial growth from the potential incremental buildout of five single-family homes. Therefore, impacts related to population growth would be less than significant. Inclusion of these westerly parcels in the project facilitates the financing and construction of the overall project, assuring the benefits of elimination of septic systems on the easterly parcels.

e-j. The proposed sewer line extension would be located beneath the existing roadway of Padaro Lane. The project would not result in the loss of affordable housing, loss of open space, or a significant

displacement of people. The project does not conflict with any airport safety zones and would not result in a significant physical change to the area. Therefore, the project would have no impacts on land use.

Long-Term Buildout

a-j. Potential development of up to five single family residences resulting from possible subdivisions of 005-260-13, -018, and -019 would be subject to land use goals and policies identified in the Summerland Community Plan and Coastal Zoning Ordinance. The incremental buildout of five additional single family residences would not result in long-term impacts on land use.

Mitigation and Residual Impact:

Because proposed Project impacts on land use would be less than significant, no mitigation measures are required. Residual impacts would be less than significant.

4.12 NOISE

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Long-term exposure of people to noise levels exceeding County thresholds (e.g. locating noise sensitive uses next to an airport)?				√	
b. Short-term exposure of people to noise levels exceeding County thresholds?		√			
c. Project-generated substantial increase in the ambient noise levels for adjoining areas (either day or night)?		√			

Existing Setting:

Noise is generally defined as unwanted or objectionable sound which is measured on a logarithmic scale and expressed in decibels (dB(A)). The duration of noise and the time period at which it occurs are important values in determining impacts on noise-sensitive land uses. The Community Noise Equivalent Level (CNEL) and Day-Night Average Level (L_{dn}) are noise indices which account for differences in intrusiveness between day- and night-time uses. County noise thresholds are: 1) 65 dB(A) CNEL maximum for exterior exposure, and 2) 45 dB(A) CNEL maximum for interior exposure of noise-sensitive uses. Noise-sensitive land uses include residential dwellings.

Surrounding noise-sensitive uses consist of residences located between 50 and 600 feet south of the project’s construction footprint. The majority of these residences are located within 800 feet of the U.S. Highway 101/Union Pacific Railroad corridor, which generally runs parallel to the project site and is about 100 feet north of the construction footprint. L_{dn} values of 60 dB(A) or more exist within 1,000 feet of this transportation corridor, as reported by the Santa Barbara County Noise Element. The Noise Element also indicates that the railroad itself generates a CNEL value of about 70 dB(A) within 800 feet of the tracks, which is calculated based on the average of all train noise over a 24-hour period.

Impact Discussion:

Pipeline Construction

a. The proposed Project would consist of a 6-week construction project that would result in the installation of a sewer line. Long-term operation of the sewer line would not result in any increase of noise levels; thus, no impacts associated with long-term exposure to noise would result from this project.

- b. The construction associated with the proposed Project would involve excavating a trench, which requires heavy construction equipment. The excavation and use of this equipment would result in a short-term increase of exposure to noise that would exceed County thresholds. However, with mitigation, this impact would be less than significant due to the short-term nature of the construction project and due to the fact that most of the residential dwellings near the project site are already in an area that exceeds County noise thresholds as a result of the railroad/highway corridor.
- c. The construction activity associated with the proposed Project would result in the generation of a substantial increase in the ambient noise levels for adjoining areas. However, due to the short-term nature of the construction and due to the fact that the project area already exceeds County noise thresholds, mitigation would render this impact less than significant.

Long-Term Buildout

- a.c. Long-term noise generated by the ongoing residential use related to the incremental buildout of five additional single-family homes would not: 1) exceed County thresholds, or 2) substantially increase ambient noise levels in adjoining areas. Residences would be built consistent with County standards to address any noise-related impacts associated with the proximity of the railroad/highway corridor. Thus, impacts pertaining to long-term exposure to noise and to project-generated noise would be less than significant.
- b. Short-term increases in noise levels resulting from the incremental construction of the five potential residences would be less than significant with construction times limited per County standards. Time limitations would be addressed at the time of proposal of each potential project.

Mitigation and Residual Impact:

The following mitigation measure would reduce the project’s noise impacts to a less than significant level:

NOI-1. Construction activity for the installation of the sewer line shall be limited to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. No construction shall occur on State holidays (e.g., Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours. **Plan Requirements:** Three signs stating these restrictions shall be provided by the applicant and posted on site. **Timing:** Signs shall be in place prior to beginning of and throughout grading and construction activities. Violations may result in suspension of permits. **Monitoring:** Building Inspectors shall spot check and respond to complaints.

With the incorporation of these measures, residual impacts would be less than significant.

4.13 PUBLIC FACILITIES

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. A need for new or altered police protection and/or health care services?				√	
b. Student generation exceeding school capacity?				√	
c. Significant amounts of solid waste or breach any national, state, or local standards or thresholds relating to solid waste disposal and generation (including recycling facilities and existing landfill capacity)?			√		
d. A need for new or altered sewer system facilities (sewer lines, lift-stations, etc.)?			√		

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
e. The construction of new storm water drainage or water quality control facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				√	

Existing Setting:

The residences located south of the proposed Project site currently use private septic disposal systems. The Toro Canyon Community Plan indicates that most septic systems eventually fail, which can lead to groundwater and surface water contamination. The proximity of the project site to the ocean and the two creeks traversing the project site that drain to the ocean, Garrapata and Toro Canyon, make any septic failure events in the area particularly detrimental to the surface water quality.

Impact Discussion:

Pipeline Construction

- a,b. Pipeline construction would not involve an increase in the need for police protection, health care services, or school capacity. Therefore, pipeline construction would have no impact on existing police protection, health care services, or school capacity.
- c. The trenching and excavation associated with the installation of the sewer line would be a single activity, such that no on-going demand on landfill capacity would occur. Therefore, the proposed project would not generate solid waste in excess of County thresholds; thus, impacts on solid waste generation would be less than significant.
- d. The sewer line extension would generate new wastewater requiring treatment as Padaro Lane residents transition from private septic systems to use of the sewer line. The wastewater from residences connected to the extended sewer line would be treated by the Carpinteria Sanitary District (District), which has a capacity of 2.5 million gallons per day (mgd). Since the District currently treats an average of 1.4 mgd, it is treating 56% of capacity daily and thus has 44% surplus capacity (Carpinteria Sanitary District Bluffs Sewer Relocation Project, Initial Study and Mitigated Negative Declaration, May 2009). The addition of wastewater from the Padaro Lane residences as a result of the proposed sewer line extension would not exceed this surplus capacity. Laterals would be constructed by individual homeowners. Thus, the impact of the proposed Project on sewer system facilities would be less than significant.
- e. Since the sewer extension would be placed within an existing roadway, the Project would not result in the creation of new impervious surfaces; thus, impacts on storm water drainage would be less than significant.

Enhancement of water quality control facilities: The proposed Project would decrease environmental impacts associated with water quality control facilities. The transition of residences on the westerly stretch of Padaro Lane from individual septic systems to a sewer system would protect the two nearby creeks and the nearby beaches from water quality impacts associated with septic system failure. Action WW-TC-1.5 of the Toro Canyon Plan states that the County shall work with the Carpinteria Sanitary District and Local Agency Formation Commissions to extend sewer lines within designated Rural Neighborhoods. The Padaro Lane neighborhood that the proposed sewer extension would service is designated by the Toro Canyon Community Plan as an Existing Developed Rural Neighborhood. Thus, the proposed Project would be consistent with the Toro Canyon Community Plan in its goal of extending a sewer line to the proposed Project area. Since the proposed Project

would result in the enhancement of water quality control facilities, impacts would be less than significant.

Long-Term Buildout

- a. The incremental buildout of five additional single family homes would not create a substantial impact on demand for police protection or health care services; thus, impacts on these public facilities would be less than significant.
- b. A significant level of school impacts is generally considered to occur when a project would generate sufficient students to require an additional classroom. Incremental addition of five single-family homes would not generate the need for an additional classroom; thus, impacts on school capacity would be less than significant.
- c. A project is considered to result in significant impacts to landfill capacity if it would generate 196 tons per year of solid waste. Santa Barbara County Solid Waste Thresholds indicate that five additional single-family households would result in a increase of approximately 14 tons of solid waste per year (3.01 people per household x 5 households x 0.95 tons/year). Thus, solid waste generated by incremental buildout would be less than significant.
- d. The proposed Project would result in a sewer line that could service buildout of the potential five additional residences, and each individual homeowner would be responsible for the construction of a sewer lateral. Thus, no new sewer facilities would be required by the five additional residences. Because the District has 44% surplus capacity for wastewater treatment, as discussed above, the impact of the additional effluent from five households on sewer facilities would be less than significant.
- e. Incremental buildout of five additional single-family homes would create new impervious surfaces that could result in greater surface runoff from the properties since there would be less open ground capable of absorbing rainwater. However, this increased surface runoff would be minor relative to the minimum 3-acre parcel size of such subdivision. No additional drainage or water quality control facilities would be necessary to serve these five potential homes; thus, impacts to storm water drainage would be less than significant.

Enhancement of water quality control facilities: One of the objectives of the proposed Project is to reduce the need for potential future septic systems in the proposed Project area. The Project would alleviate the need for septic systems on five potential new properties, which would address impacts to surface water quality that are associated with septic systems.

Mitigation and Residual Impact:

Because proposed Project impacts on public facilities would be less than significant, no mitigation measures are required. Residual impacts would be less than significant.

4.14 RECREATION

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Conflict with established recreational uses of the area?			√		
b. Conflict with biking, equestrian and hiking trails?			√		
c. Substantial impact on the quality or quantity of existing recreational opportunities (e.g., overuse of an area with constraints on numbers of people, vehicles, animals, etc. which might safely use the area)?			√		

Existing Setting:

There is no recreational access along Padaro Lane designated in the Summerland or Toro Canyon Community Plans. Although casual bicycling may occur along Padaro Lane, the road is not a designated bikeway. A County parking lot that provides access to the beach is located on the north side of Padaro Lane near the western terminus of the proposed project site, and an existing off-road hiking trail extends from this parking lot, crossing underneath Padaro Lane and continuing to the beach.

Impact Discussion:

Pipeline Construction

- a. The proposed Project would involve a 6-week construction period during which portions of the westbound lane of Padaro Lane would be inaccessible to cyclists. Safe passage around the construction area would be provided by flaggers and posted signs, so any casual cycling that may occur along Padaro Lane would be allowed to continue throughout the construction period. Beachgoers using the County parking lot at the western end of the project site would potentially be inconvenienced by construction activity. However, access to the lot would not be precluded, and no construction activity would take place within the lot. Because the hiking trail that extends from this lot crosses underneath Padaro Lane, construction activity would not interfere with the use of the trail. Although pipeline construction would potentially conflict with the recreational use of the beach parking lot and with the recreational use of Padaro Lane for casual cycling, these conflicts would be short-term, and both cycling and use of the parking lot would be allowed to continue throughout the construction period; thus, impacts would be less than significant.
- b. There are no designated biking, equestrian, or hiking trails along Padaro Lane. The hiking trail that extends from the beach access parking lot to the beach passes beneath the Padaro Lane over crossing and would thus not be significantly affected by construction. Impacts on these recreational resources would therefore be less than significant.
- c. Construction activity would not put a strain on the quantity of existing recreational opportunities along Padaro Lane, since both cycling and access to the beach parking lot would continue to be permitted, and construction would not lead to any increase in use of these resources. However, cyclists and anyone using the beach parking lot would potentially be inconvenienced by the construction, which may affect the quality of these two recreational opportunities. Due to the short-term nature of the construction activities, impacts to the quality of recreational opportunities would be less than significant.

Long-Term Buildout

- a. Potential development of five single-family residences would not conflict with any cyclists along Padaro Lane or with the use of the beach parking lot; thus, impacts would be less than significant.
- b. There are no designated biking, equestrian, or hiking trails on the locations of these potential residences. The existing off-road hiking trail would not be obstructed or significantly affected by the construction or permanent occupancy of these residences; thus, impacts to designated trails would be less than significant.
- c. The incremental increases in population to the Padaro Lane area resulting from long-term buildout would not be large enough to have a significant effect on the quantity of recreational resources in the Padaro Lane area or in any other area of the County. These potential residents would pay Quimby fees, which would offset any incremental impacts that the additional residents would have on the recreational resources of the county. Because these residences would be located on existing private property, impacts to the quality of the recreational uses of the area would be less than significant.

Mitigation and Residual Impact:

Because proposed Project impacts on recreation would be less than significant, no mitigation measures are required. Residual impacts would be less than significant.

4.15 TRANSPORTATION/CIRCULATION

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Generation of substantial additional vehicular movement (daily, peak-hour, etc.) in relation to existing traffic load and capacity of the street system?			√		
b. A need for private or public road maintenance, or need for new road(s)?				√	
c. Effects on existing parking facilities, or demand for new parking?				√	
d. Substantial impact upon existing transit systems (e.g. bus service) or alteration of present patterns of circulation or movement of people and/or goods?				√	
e. Alteration to waterborne, rail or air traffic?				√	
f. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians (including short-term construction and long-term operational)?		√			
g. Inadequate sight distance?			√		
ingress/egress?				√	
general road capacity?			√		
emergency access?			√		
h. Impacts to Congestion Management Plan system?				√	

Existing Setting:

Padaro Lane is a two-lane road. All intersections in the vicinity are regulated by stop signs and are operating at acceptable levels of service. There are no existing designated bike paths along Padaro Lane. Undeveloped walking paths exist on both sides of the road.

Impact Discussion:

Pipeline Construction

- a. The proposed Project would result in a 6-week construction period during which portions of the westbound lane would be closed intermittently. Construction activity would involve the excavation of a trench and the installation of a sewer pipeline within the trench. Dump trucks would be used to haul excavated dirt from the site to Santa Barbara Sand and Gravel in Goleta, and slurry required for backfill would be imported to the site from Santa Barbara or Ventura. If soil backfill were approved, these activities would not occur. Trips required for hauling excavated dirt and slurry would increase vehicular movement. However, due to the short-term and small-scale nature of the construction activities, increases in vehicular traffic due to the hauling of dirt to and from the project site would be a temporary and negligible increase over existing traffic levels. Thus, the project’s generation of additional vehicular movement would be less than significant.
- b. The proposed Project would result in the installation of a pipeline extension within an existing roadway. No new roads would result, and no need for public or private road maintenance would result from the project; thus, no impacts involving new roads or road maintenance would result.

- c. The proposed Project would result in the construction and installation of a sewer pipeline extension. Construction activity would not create demand for new parking facilities. Parking along the shoulder of the westbound lane of Padaro Lane would be temporarily and incrementally obstructed by construction activity. However, due to the short-term and incremental nature of this obstruction, the proposed project's impacts to parking would be less than significant.
- d. The construction activity would not prevent or obstruct bus travel and would not lead to an increase in bus ridership in the area. Because only the westbound lane of Padaro Lane would be temporarily and incrementally closed as a result of construction activity, the proposed Project would not alter any circulation patterns in movement of people or goods. Thus, no impacts would be associated with bus service or circulation of people or goods.
- e. The proposed Project would result in the installation of a sewer extension within an existing road; thus, no impacts to waterborne, rail, or air traffic would result.
- f. Construction activity associated with the proposed Project would result in temporary and incremental closures of the westbound lane of Padaro Lane. At the site of these closures, the eastbound lane would be shared by both eastbound and westbound motorists, bicyclists, and pedestrians. This sharing of the eastbound lane would have the potential to result in a short-term, significant increase in traffic hazards to motorists, bicyclists, and pedestrians and would thus be a potentially significant traffic impact. However, preparation and implementation of a Construction Traffic Control Plan (Mitigation Measure CIRC-1), which would include flaggers, signs, and cones would mitigate impacts to short-term traffic hazards to less than significant levels.
- g. **Sight Distance:** Construction activity would have the potential to obstruct sight distance on Padaro Lane. However, a Traffic Control Plan (Mitigation Measure CIRC-1) will be established to address the potential traffic hazards discussed above in (f) and would provide safety measures, including flaggers and signs that would make impacts to sight distance less than significant.

Ingress/Egress: No additional ingresses/egresses would be required by the proposed Project, and no ingresses/egresses would be impacted by the construction activity; thus, no impacts would result.

General Road Capacity: General road capacity would be temporarily decreased by incremental closures of the westbound lane. However, Padaro Lane does not have heavy traffic flow, and traffic would be regulated by flaggers and signs, as required by the Traffic Control Plan; thus, temporary impacts to the road capacity would be less than significant.

Emergency access: Because portions of the westbound lane would be temporarily and incrementally closed, emergency access would potentially be impacted. However, access would be available at all times via the eastbound lane, and flaggers and signs would ensure the safe passage of emergency vehicles around the construction site. Thus, impacts to emergency access would be less than significant.

- h. No Congestion Management Plan system is in place for the Padaro Lane neighborhood. Thus, the proposed Project would not have an impact on a Congestion Management Plan system.

Long-Term Buildout

- a. Potential development of five single-family residences would add 50 average daily trips and 5 peak hour trips to area roadways, a negligible increase over existing levels. Levels of service would not be affected; thus, impacts involving additional vehicular movement would be less than significant.
- b. The development of five additional single-family residences would not result in a need for new roads or for road maintenance; thus, no impacts to new roads or to road maintenance would result.
- c. The potential five single-family residences would be located on lots of at least 3 acres. Thus, parking for these residences would be available on each property, and no demands for new parking or impacts to existing parking would result.
- d. Construction and occupancy of the five potential single-family residences would not obstruct any existing transit systems. The incremental increase in population that would result from potential buildout would be negligible in relationship to the capacity of transit systems. The five potential single-family residences would not alter the movement of people or goods. Thus, no impacts would be associated with existing transit systems or circulation patterns.
- e. The construction and occupancy of the five potential single-family residences along an existing roadway would not alter any waterborne, rail, or air traffic. Thus, no impacts to these transportation resources would result.
- f. Construction and occupancy of the five potential single-family residences would not result in an increase in traffic, pedestrian, or bicycle safety hazards. Impacts would thus be less than significant.
- g. **Sight Distance:** Construction and occupancy of the potential residences would not impact sight distance.

Ingress/egress: Additional private driveways along Padaro Lane would result from the construction of the potential five single-family residences. However, small scale of the potential development and the lack of traffic along Padaro Lane would make any impacts related to the additional driveways less than significant.

General Road Capacity: Although potential buildout would increase the number of average daily trips and peak hour trips in the area, these additional trips would be a negligible increase over existing traffic levels. Thus, impacts to general road capacity would be less than significant.

Emergency Access: Potential development of five single-family houses would not pose a significant impact to emergency access in the area.

- h. No Congestion Management Plan is in place for the Padaro Lane neighborhood. Additional daily and peak hour trips generated by potential buildout would not impact any nearby Congestion Management Plans. Thus, no impacts to Congestion Management Plans would result.

Mitigation and Residual Impact:

The following mitigation measure would reduce the project's noise impacts to a less than significant level:

CIRC-1. Construction Traffic Control Plan. A Construction Traffic Control Plan (CTCP) shall be prepared and implemented, which shall be approved by the County of Santa Barbara. The CTCP shall include, but not be limited to the following:

- (1) Provide traffic controls (e.g., flaggers, signs, and orange cones) when west bound lane is closed due to pipeline construction;

- (2) Close the pipeline trench for the non-work hours with approved plating, and surround the trench with safety barriers, if necessary; and
- (3) Notify residents or owners of any properties within 1,000 feet and/or adjacent to the pipeline ROW of the construction schedule at least one week before construction in their vicinity;
- (4) Provide access to the affected properties during construction; and
- (5) No construction parking will occur in the public parking lot (e.g., Loon Point County Parking Lot).

Plan Requirements: Flaggers, signs, and cones shall be provided by the applicant and posted at the project site. **Timing:** Signs, orange cones, and flaggers shall be in place prior to beginning of and throughout construction activities. Violations may result in suspension of permits. **Monitoring:** Building Inspectors and Permit Compliance shall spot check and respond to complaints.

CIRC-2: Road Encroachment Permit. The applicant shall obtain all necessary roadway encroachment permits from the County Public Works Department for construction of the sewer pipeline in the rights-of-way of Padaro Lane. **Timing:** A copy of the encroachment permit shall be provided to P&D prior to commencement of construction activities. The road encroachment permit shall include/define the specific measures to be included as part of Traffic Control Plan for the project.

With the incorporation of these measures, residual impacts would be less than significant.

4.16 WATER RESOURCES/FLOODING

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
a. Changes in currents, or the course or direction of water movements, in either marine or fresh waters?				√	
b. Changes in percolation rates, drainage patterns or the rate and amount of surface water runoff?				√	
c. Change in the amount of surface water in any water body?				√	
d. Discharge, directly or through a storm drain system, into surface waters (including but not limited to wetlands, riparian areas, ponds, springs, creeks, streams, rivers, lakes, estuaries, tidal areas, bays, ocean, etc) or alteration of surface water quality, including but not limited to temperature, dissolved oxygen, turbidity, or thermal water pollution?		√			
e. Alterations to the course or flow of flood water or need for private or public flood control projects?				√	
f. Exposure of people or property to water related hazards such as flooding (placement of project in 100 year flood plain), accelerated runoff or tsunamis, sea level rise, or seawater intrusion?				√	
g. Alteration of the direction or rate of flow of groundwater?				√	

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
h. Change in the quantity of groundwater, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or recharge interference?				√	
i. Overdraft or over-commitment of any groundwater basin? Or, a significant increase in the existing overdraft or over-commitment of any groundwater basin?				√	
j. The substantial degradation of groundwater quality including saltwater intrusion?				√	
k. Substantial reduction in the amount of water otherwise available for public water supplies?			√		
l. Introduction of storm water pollutants (e.g., oil, grease, pesticides, nutrients, sediments, pathogens, etc.) into groundwater or surface water?		√			

Existing Setting:

Toro Canyon Creek crosses underneath Padaro Lane on the westerly portion of the project site and Garrapata Creek crosses underneath Padaro Lane via a culvert at the far eastern end of the project site. The new 8-inch diameter, polyvinyl chloride (PVC) pipeline would begin at an existing District manhole just east of Garrapata Creek and terminate at a point adjacent to 2781 Padaro lane (APN 005-260-011), approximately 1,000 feet west of Toro Canyon Creek.

Impact Discussion:

Pipeline Construction

- a. Construction activity would involve the excavation of a trench and the installation of a sewer pipeline within the trench within an existing paved roadway. The proposed project has been designed to minimize disturbances within the creek corridors. At the Toro Canyon Creek Bridge, the sewer line would be hung from the north side of the bridge and would be supported by engineered stainless steel hangar assemblies. The construction would be done from above the bridge using a man lift with basket. The man lift would be used to lower a worker over the bridge to complete installation of the pipe; no heavy equipment would traverse outside the Padaro Lane road shoulder. The pipeline would be excavated in the Padaro Lane shoulder adjacent to the bridge abutments, but all excavation would occur from the road. The proposed project would not result in a change in currents or the course of direction of water movements in fresh waters traveling in Toro Canyon and Garrapata Creeks. Therefore, no impacts to the currents or direction of water movements within these creeks would occur.
- b-d. Construction activities such as trenching in a paved roadway would minimize temporary runoff and erosion problems, as all work would be confined to that trench. Application of standard County grading, erosion, and drainage-control measures would ensure that no significant increase of erosion or storm water runoff would occur. However, per Toro Canyon Plan DevStd FLD-TC-2.5, which states the following:

DevStd FLD-TC-2.5: Excavation and grading for development shall be limited to the dry season of the year (i.e., April 15th to November 1st) unless an approved erosion control plan is in place and all measures therein are in effect.

An erosion control plan would be required to be prepared and implemented to ensure all erosion control measures are in place to minimize the potential for erosion from storm-water runoff.

Construction of the pipeline would not create a change in impermeable surfaces, since the sewer line would be located beneath an existing roadway, which would be restored and repaved after installation of the pipeline. The project would not result in the creation of new impervious surfaces and there would be no change in drainage patterns or percolation rates. Therefore, impacts on surface runoff and drainage patterns resulting from the proposed Project would be less than significant with incorporation of standard County grading, erosion, and drainage-control measures and implementation of an erosion control plan (Mitigation Measure Water-1) should construction occur during the rainy season.

The project area is within the region covered by the Central Coast Regional Water Quality Control Board (CCRWCB). The CCRWCB governs non-point discharges associated with stormwater drainage in the County of Santa Barbara. Per State regulations, Storm Water Pollution Prevention Plan (SWPPP) would be required for development of over 1 acre (43,560 s.f.). The proposed project, however, would disturb only 12,300 s.f. (4,100 ft. long X 3 ft. wide), such that a SWPPP would not be required. Water quality impacts from runoff during temporary construction activities and long-term operation activities would be less than significant with implementation of the aforementioned county requirements.

- e-f. Local drainage problems currently exist along the southeastern end of Padaro Lane where runoff has exceeded the capacity of local drainage channels and flowed across the roadway to flood residences and residential improvements. The easternmost portion of the proposed project is located within this area. Pursuant to Toro Canyon Plan DevStd FLD-TC-1.4, development within the floodplain areas or areas with potential drainage issues shall be subject to Flood Control District review and approval. The proposed project would be reviewed by County Flood Control to ensure proper design. Furthermore, the proposed project involves installation of a new sewer line beneath an existing roadway, which as designed will maintain existing creek banks, channel inverts and channel bottoms. As a result, it would not place people at a risk for flooding in the event of a 100-year flood. Therefore, no impacts with respect to flooding would occur.

Predictions about the long-term effects of global climate change include rising sea levels due to melting of glaciers and thermal expansion. Rising sea levels could increase the incidence of flooding in coastal areas with altitudes at or near sea-level. Although the exact rate of future sea level rise is unknown, the Intergovernmental Panel on Climate Change has estimated that sea levels may rise between 50 and 90 centimeters (approximately 1.6 to 3 feet) by the year 2100². Although the project does involve lands near sea level, the area proposed for development of the new sewer line is situated at a minimum of 30 feet above current sea level. Therefore, even if these rates of sea level rise are realized, the development area would remain well above sea level within that planning horizon.

² The Intergovernmental Panel on Climate Change is a scientific intergovernmental body set up by the World Meteorological Organization (WMO) and by the United Nations Environment Programme (UNEP).

- g-l. One of the objectives of the proposed Project is to reduce the need for potential future septic systems in the proposed Project area. The Project would alleviate the need for septic systems on five potential new properties, which would address impacts to surface water quality that are associated with septic systems. Replacement of existing septic systems with connections to the District sewer would incrementally reduce the risk of septic failure and potential impacts on surface water quality. Reduction of existing and future septic system use would address potential impacts on local groundwater quality degradation. Furthermore, the project will be constructed primarily in a paved roadway, which will be restored and repaved; no change to absorption rates or the amount of runoff from the project site would occur. Therefore, no impacts to the groundwater quality or supply would occur.

Long-Term Buildout

- a-d, g-l. Incremental buildout of five additional single-family homes could create new impervious surfaces that could result in greater surface runoff from the properties since there would be less open ground capable of absorbing rainwater. However, this increased surface runoff would be minor relative to the minimum 3-acre parcel size of the subdivisions. No additional drainage or water quality control facilities would be necessary to serve these five potential homes; thus, impacts to storm water drainage and water quality would be less than significant.
- e-f. Incremental buildout of five additional single-family homes may increase exposure of people and property to potential flood hazards during a 100-year flood event for those properties located adjacent to Toro Canyon Creek. However, future development of these parcels would be subject to land use goals and policies identified in the Summerland Community Plan and Coastal Zoning Ordinance, including County of Santa Barbara standard conditions of approval and approval by County Flood Control. Therefore, long-term impacts to flood hazards would be less than significant.

Mitigation and Residual Impact:

The following mitigation measure would reduce the project's water resources/flooding impacts to a less than significant level:

WATER-1: Erosion and Sediment Control Plan. The applicant shall make every attempt to limit excavation to the dry season of the year (i.e., April 15 to November 1). In the event that construction occurs within the rainy season of the year, an erosion control plan shall be designed to minimize erosion within 100 feet of Toro Canyon Creek and Garrapata Creek. Best Management Practices (BMPs) such as silt fencing, straw bales, and sand bags, shall be installed prior to work involving ground disturbance. **Plan Requirements and Timing:** This requirement shall be noted on all grading plans. **Monitoring:** The applicant shall site inspect throughout the construction period to ensure proper use and maintenance of the BMPs.

WATER-2: During construction, washing or refueling/servicing of concrete trucks, equipment, or similar activities shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Wash water shall not be discharged to the storm drains, street, drainage ditches, creeks, or wetlands. Areas designated for washing functions shall be at least 100 feet from any storm drain, water body including Toro Canyon Creek and Garrapata Creek, or sensitive biological resources. The location(s) of the washout area(s) shall be clearly noted at the construction site with signs. **Plan Requirements:** The applicant shall designate a washout area,

acceptable to P&D, and this area shall be shown on the construction and/or grading and building plans. **Timing:** The wash off area shall be designated on all plans. The washout area(s) shall be in place and maintained throughout construction. **Monitoring:** The applicant shall check plans and site inspect throughout the construction period to ensure proper use and maintenance of the washout area(s).

5.0 INFORMATION SOURCES

5.1 Comprehensive Plan *(check those sources used):*

<input type="checkbox"/>	Seismic Safety/Safety Element	<input type="checkbox"/>	Conservation Element
<input type="checkbox"/>	Open Space Element	<input type="checkbox"/>	Noise Element
<input type="checkbox"/>	Coastal Plan and Maps	<input type="checkbox"/>	Circulation Element
<input type="checkbox"/>	ERME	<input checked="" type="checkbox"/>	Summerland Community Plan
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Toro Canyon Community Plan

5.2 Other Sources *(check those sources used):*

<input checked="" type="checkbox"/>	Field work	<input type="checkbox"/>	Ag Preserve maps
<input checked="" type="checkbox"/>	Calculations	<input type="checkbox"/>	Flood Control maps
<input checked="" type="checkbox"/>	Project plans	<input checked="" type="checkbox"/>	Other technical references (reports, survey, etc.)
<input type="checkbox"/>	Traffic studies	<input checked="" type="checkbox"/>	Planning files, maps, reports
<input type="checkbox"/>	Records	<input checked="" type="checkbox"/>	Zoning maps
<input checked="" type="checkbox"/>	Grading plans	<input checked="" type="checkbox"/>	Soils maps/reports
<input checked="" type="checkbox"/>	Elevation, architectural renderings	<input checked="" type="checkbox"/>	Plant maps
<input checked="" type="checkbox"/>	Published geological map/reports	<input checked="" type="checkbox"/>	Archaeological maps and reports
<input checked="" type="checkbox"/>	Topographical maps	<input checked="" type="checkbox"/>	Other

6.0 PROJECT SPECIFIC *(short- and long-term)* **AND CUMULATIVE IMPACT SUMMARY**

Short-Term Pipeline Construction: Common, potential impacts during the 6-week construction resulting from equipment activity on a air quality, biological resources (wildlife), noise, hazardous materials/risk of upset, and water quality.

Long-Term Buildout: Extension of sewer lateral within existing developed residential parcels resulting in short-term construction impacts. Potential for buildout of Summerland Community Plan parcels west of Toro Canyon Creek (5 residences).

7.0 MANDATORY FINDINGS OF SIGNIFICANCE

Will the proposal result in:	Poten. Signif.	Less than Signif. with Mitigation	Less Than Signif.	No Impact	Reviewed Under Previous Document
1. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, contribute significantly to greenhouse gas emissions or significantly increase energy consumption, or eliminate important examples of the major periods of California history or prehistory?		√			
2. Does the project have the potential to achieve short-term to the disadvantage of long-term environmental goals?				√	
3. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects and the effects of probable future projects.)			√		
4. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			√		
5. Is there disagreement supported by facts, reasonable assumptions predicated upon facts and/or expert opinion supported by facts over the significance of an effect which would warrant investigation in an EIR ?				√	

1. Short-term impacts during construction would be feasibly mitigated by standard conditions ensuring that sensitive wildlife species (i.e., Monarch butterflies and raptor nesting) would be reduced to less than significance.
2. Extension of sewer disposal to residences along Padaro Lane would reduce the use of septic systems and potential for future failures, reducing potential for impacts on surface and groundwater resources.
- 3-5. Short-term construction impacts related to pipeline construction would last only 6 weeks and would have a less than significant contribution to regional cumulative impacts. Long-term buildout of three parcels (total of 5 potential residences) in the Summerland Community Plan area west of Toro Canyon Creek would be conditioned to be consistent with existing policies and development standards ensuring protection of environmental resources.

8.0 RECOMMENDATION BY DISTRICT

On the basis of the Initial Study, the District finds that the proposed project WILL NOT have a significant effect on the environment and, therefore, recommends that a Negative Declaration (ND) be prepared.

PROJECT EVALUATOR: David Stone, Dudek, Consultant

DATE: May 21, 2013

9.0 ATTACHMENTS

1. Vicinity Map
2. Site Plan

10.0 REFERENCES:

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APPENDIX A

Comments and Responses

APPENDIX B

Mitigation Monitoring and Reporting Program

MITIGATION MONITORING AND REPORTING PROGRAM

The following table addresses requirements identified in CEQA Guidelines Section 15091(d) and 15097 that Lead Agencies, such as Carpinteria Sanitary District, adopt a program for reporting or monitoring the implementation of mitigation measures identified in an EIR as project conditions of approval. For each mitigation measure identified in the Mitigated Negative Declaration, the following monitoring components are identified: action required; timing of implementation; and enforcement agency responsible for monitoring measure implementation.

MITIGATION MONITORING AND REPORTING PROGRAM West Padaro Lane Sewer Main Extension Mitigated Negative Declaration			
Mitigation Measure	Action Required	Timing	Enforcement Agency
AIR QUALITY			
<p>AQ-1 Fugitive Dust. Consistent with APCD requirements, the following dust control measures shall be implemented by the contractor/builder to reduce fugitive dust PM₁₀ emissions generated during earthmoving construction activities (APCD 2011):</p> <ul style="list-style-type: none"> h. During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency should be required whenever the wind speed exceeds 15 mph. Reclaimed water should be used whenever possible. However, reclaimed water should not be used in or around crops for human consumption. i. Minimize amount of disturbed area and reduce on-site vehicle speeds to 15 miles per hour or less. 	<p>All requirements shall be shown on Construction Plans and as a note on a separate information sheet to be recorded with the plan.</p>	<p>Construction Plans shall be approved prior to land use clearance.</p> <p>Conditions shall be adhered to throughout construction.</p>	<p>Carpinteria Sanitary District</p>

MITIGATION MONITORING AND REPORTING PROGRAM
West Padaro Lane Sewer Main Extension Mitigated Negative Declaration

Mitigation Measure	Action Required	Timing	Enforcement Agency
<p>j. If importation, exportation, and stockpiling of fill material are involved, soil stockpiled for more than 2 days shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.</p> <p>k. Gravel pads shall be installed at all access points to prevent tracking of mud onto public roads.</p> <p>l. After clearing, grading, earthmoving, or excavation is completed, treat the disturbed area by watering or revegetating, or by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur.</p> <p>m. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary, to prevent transport of dust off site. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the APCD prior to land use clearance for map recordation and land use clearance for finish grading of the structure.</p> <p>n. Prior to land use clearance, the applicant shall include, as a note on a separate informational sheet to be recorded with</p>			

MITIGATION MONITORING AND REPORTING PROGRAM
West Padaro Lane Sewer Main Extension Mitigated Negative Declaration

Mitigation Measure	Action Required	Timing	Enforcement Agency
<p>map, these dust control requirements. All requirements shall be shown on Construction Plans.</p>			
<p>AQ-2 Equipment Exhaust. Particulate emissions from diesel exhaust are classified as carcinogenic by the State of California. The following is a list of regulatory requirements and control strategies that should be implemented to the maximum extent feasible. The following measures are required by state regulations (APCD 2011):</p> <ul style="list-style-type: none"> d. All portable diesel-powered construction equipment shall be registered with the state's portable equipment registration program or shall obtain an APCD permit. e. Fleet owners of mobile construction equipment are subject to the CARB Regulation for In-use Off-road Diesel Vehicles (Title 13 California Code of Regulations, Chapter 9, § 2449), the purpose of which is to reduce diesel particulate matter (PM) and criteria pollutant emissions from in-use (existing) off-road diesel-fueled vehicles. f. All commercial diesel vehicles are subject to Title 13, § 2485 of the California Code of Regulations, limiting engine idling time. Idling of heavy-duty diesel construction equipment and trucks during loading and unloading shall be limited to five minutes; electric auxiliary power units should be used 	<p>Measures shall be shown on Construction Plans.</p>	<p>Construction Plans shall be approved prior to Coastal Development Permit issuance.</p> <p>Measures shall be adhered to throughout trenching, hauling, and construction activities.</p>	<p>Carpinteria Sanitary District - County of Santa Barbara</p>

MITIGATION MONITORING AND REPORTING PROGRAM
West Padaro Lane Sewer Main Extension Mitigated Negative Declaration

Mitigation Measure	Action Required	Timing	Enforcement Agency
whenever possible.			
BIOLOGICAL RESOURCES			
<p>BIO-1 Tree Protection Plan - Construction Component. The Applicant shall submit a Tree Protection Plan (TPP) prepared by a P&D-approved arborist and/or biologist and designed to protect existing native coast live oak trees. The Applicant shall comply with and specify the following as notes on the Grading Plans:</p> <ul style="list-style-type: none"> a. Fencing of all trees to be protected at least six feet outside the dripline with highly visible construction fencing at least 3 ft high, staked to prevent any collapse, and with signs identifying the protection area placed in adjacent to the bridge. b. Fencing/staking/signage shall be maintained throughout construction activities. c. If any trimming of coast live oak trees is necessary as part of project construction, it shall be completed only by hand and under the direction of a P&D-approved arborist/biologist: <p>The following activities are not permitted:</p> <ul style="list-style-type: none"> 1. Cutting any roots of one-inch in diameter or greater. 2. Tree removal. 	<p>The Applicant shall: (1) submit the TPP; (2) include all applicable components in the TPP; (3) include as notes or depictions all plan components listed above, graphically depicting all those related construction, and temporarily and/or permanently installed protection measures.</p>	<p>The TPP shall be approved prior to Coastal Development Permit issuance.</p> <p>The Applicant shall install tree protection measures on-site prior to the pre-construction meeting.</p>	<p>Carpinteria Sanitary District - County of Santa Barbara</p>
<p>BIO-2 Tree Protection Plan-Unexpected Damage and Mitigation. In the event of unexpected damage to oak trees, the damaged trees shall be mitigated on</p>	<p>The Applicant shall include this as a note on the TPP.</p>	<p>The TPP shall be approved prior to Coastal Development Permit issuance.</p>	<p>Carpinteria Sanitary District - County of Santa Barbara</p>

MITIGATION MONITORING AND REPORTING PROGRAM
West Padaro Lane Sewer Main Extension Mitigated Negative Declaration

Mitigation Measure	Action Required	Timing	Enforcement Agency
<p>a minimum 3:1 ratio. Any performance securities required for installation and maintenance of replacement trees shall be released after its inspection and approval of such installation and maintenance.</p>		<p>Measures shall be adhered to throughout all construction activities.</p>	
<p>BIO-3 Nesting Birds. The applicant shall retain and pay for a qualified biologist to inspect and monitor the Project site for bird and raptor nesting activity. If construction is to take place during the raptor nesting season (March to September), a qualified biologist shall conduct a pre-construction bird and raptor nesting inspection not more than one week prior to the proposed beginning of construction activity. If birds or raptors are determined to be nesting on or within the vicinity of the project site, no construction activities, including, but not limited to grading or heavy equipment operation, shall take place within 500 feet of the raptor nest or within 300 feet (or the property line, whichever is closer) of a bird nest. Certain construction activities may be allowed on a case-by-case basis.</p>	<p>This condition shall be printed on all Construction Plans.</p>	<p>The results of the survey shall be approved a minimum of two days prior to the proposed beginning of construction activity.</p>	<p>Carpinteria Sanitary District - County of Santa Barbara</p>
CULTURAL RESOURCES			
<p>CUL-1. In the event archaeological remains are encountered during grading, work shall be stopped immediately or redirected until a P&D qualified archaeologist and Native American representative are retained by the applicant to evaluate the significance of the find pursuant to Phase 2 investigations of the County Archaeological Guidelines. If remains are found to be significant, they shall be subject to a Phase 3 mitigation program consistent with County Archaeological Guidelines and funded by the applicant.</p>	<p>This condition shall be printed on all Construction Plans.</p>	<p>Measures shall be adhered to throughout all construction activities.</p>	<p>Carpinteria Sanitary District - County of Santa Barbara</p>

MITIGATION MONITORING AND REPORTING PROGRAM
West Padaro Lane Sewer Main Extension Mitigated Negative Declaration

Mitigation Measure	Action Required	Timing	Enforcement Agency
HAZARDOUS MATERIALS/RISK OF UPSET			
HAZ-1. Construction equipment fuels shall be stored, handled, and disposed of in a manner which minimizes the potential for risk of upset.	Bulk storage locations for construction materials and any measures proposed to contain the materials shall be shown on the Construction Plans.	Construction Plans shall be approved prior to Coastal Development Permit issuance. Proposed measures for containing hazardous materials shall be installed prior to the start of construction in a manner consistent with the approved grading plans. Measures shall be adhered to throughout trenching, hauling, and construction activities.	Carpinteria Sanitary District - County of Santa Barbara
NOISE			
NOI-1. Construction activity for the installation of the sewer line shall be limited to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. No construction shall occur on State holidays (e.g., Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours.	Three signs stating these restrictions shall be identified on a Construction Traffic Plan provided by the applicant.	The Construction Traffic Plan shall be approved prior to Coastal Development Permit issuance. Signs shall be in place prior to beginning of and throughout grading and construction activities. Violations may result in suspension of permits.	Carpinteria Sanitary District - County of Santa Barbara
TRANSPORTATION/CIRCULATION			
CIRC-1 Construction Traffic Control Plan. A Construction Traffic Control Plan (CTCP) shall be prepared and implemented, which shall be approved by the County of Santa Barbara. The	The applicant shall integrate Construction Traffic Control Plan measures into the Construction Traffic Plan.	The Construction Traffic Control Plan shall be approved prior to Coastal Development Permit issuance.	Carpinteria Sanitary District - County of Santa Barbara

MITIGATION MONITORING AND REPORTING PROGRAM
West Padaro Lane Sewer Main Extension Mitigated Negative Declaration

Mitigation Measure	Action Required	Timing	Enforcement Agency
<p>CTCP shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> (1) Provide traffic controls (e.g., flaggers, signs, and orange cones) when west bound lane is closed due to pipeline construction; (2) Close the pipeline trench for the non-work hours with approved plating, and surround the trench with safety barriers, if necessary; and (3) Notify residents or owners of any properties within 1,000 feet and/or adjacent to the pipeline ROW of the construction schedule at least one week before construction in their vicinity; (4) Provide access to the affected properties during construction; and (5) Prohibit construction parking in the public parking lot (e.g., Loon Point County Parking Lot). 		<p>Construction Traffic Control Plan components shall be in place prior to beginning of and throughout construction activities.</p>	
<p>CIRC-2 Road Encroachment Permit. The applicant shall obtain all necessary roadway encroachment permits from the County Public Works Department for construction of the sewer pipeline in the rights-of-way of Padaro Lane.</p>	<p>The road encroachment permit shall include/define the specific measures to be included as part of Traffic Control Plan for the project.</p>	<p>A copy of the encroachment permit shall be provided to the County Public Works Department prior to commencement of construction activities.</p>	<p>Carpinteria Sanitary District - County of Santa Barbara</p>
WATER RESOURCES/FLOODING			
<p>WATER-1 Erosion and Sediment Control Plan. The applicant shall make every attempt to limit excavation to the dry season of the year (i.e., April 15 to November 1). In the event that construction occurs within the rainy season of the year, an erosion control plan shall be designed to minimize</p>	<p>This requirement shall be noted on all grading plans.</p>	<p>The Erosion and Sediment Control Plan shall be approved prior to Coastal Development Permit issuance.</p>	<p>Carpinteria Sanitary District - County of Santa Barbara</p>

MITIGATION MONITORING AND REPORTING PROGRAM
West Padaro Lane Sewer Main Extension Mitigated Negative Declaration

Mitigation Measure	Action Required	Timing	Enforcement Agency
<p>erosion within 100 feet of Toro Canyon Creek and Garrapata Creek. Best Management Practices (BMPs) such as silt fencing, straw bales, and sand bags, shall be installed prior to work involving ground disturbance.</p>			
<p>WATER-2. During construction, washing or refueling/servicing of concrete trucks, equipment, or similar activities shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Wash water shall not be discharged to the storm drains, street, drainage ditches, creeks, or wetlands. Areas designated for washing functions shall be at least 100 feet from any storm drain, water body including Toro Canyon Creek and Garrapata Creek, or sensitive biological resources. The location(s) of the washout area(s) shall be clearly noted at the construction site with signs.</p>	<p>The applicant shall designate a washout area shown on the construction and/or Construction Plans.</p>	<p>Construction Plans shall be approved prior to Coastal Development Permit issuance.</p> <p>Measures shall be adhered to throughout trenching, hauling, and construction activities.</p>	<p>Carpinteria Sanitary District</p>

RESOLUTION NO. R-266

A RESOLUTION OF THE GOVERNING BOARD OF CARPINTERIA SANITARY DISTRICT ADOPTING A MITIGATED NEGATIVE DECLARATION FOR THE WEST PADARO LANE MAIN SEWER EXTENSION PROJECT AND APPROVING THE PROJECT AND RELATED ACTIONS

WHEREAS, the Carpinteria Sanitary District, hereinafter referred to as “District,” prepared an Initial Study to identify potentially significant effects that may result from the construction of the West Padaro Lane Main Sewer Extension Project, hereinafter referred to as “Project”; and

WHEREAS, the Initial Study determined that the Project may have certain potentially significant impacts on the environment; and

WHEREAS, the District prepared a Draft Mitigated Negative Declaration based on the findings of the Initial Study; and

WHEREAS, mitigation measures were identified in the Draft Mitigated Negative Declaration that avoid potentially significant impacts or mitigate the effects to a point where no significant environmental impact would occur; and

WHEREAS, the District released the Draft Mitigated Negative Declaration for public review commencing on June 28, 2013, and provided a notice of intent to adopt a Mitigated Negative Declaration in accordance with Section 15072 of the CEQA guidelines; and

WHEREAS, the District provided a public review period of not less than 30 days and sent copies of the Draft Mitigated Negative Declaration to the State Clearinghouse in accordance with Section 15073 of the CEQA Guidelines; and

WHEREAS, the District, as lead agency, received and considered oral and written comments on the Draft Mitigated Negative Declaration and prepared written responses to said comments which were integrated into a proposed Final Mitigated Negative Declaration; and

WHEREAS, the District published a notice in the newspaper on July 26, 2013 advising the general public of the District’s Board of Director’s consideration on August 6, 2013, to consider approval and adoption of the Final Mitigated Negative Declaration and approval of the Project; and

WHEREAS, on August 6, 2013 the Board of Directors of the District held a duly noticed public meeting to consider adoption of a Final Mitigated Negative Declaration for the Project, at which time evidence, both oral and written, including the Final Mitigated Negative Declaration and staff report, was presented and received and testimony was heard from all interested parties appearing on the matter.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District certifies that the Final Mitigated Negative Declaration has been completed in compliance with CEQA; that the information contained in the Final Mitigated Negative Declaration was reviewed and considered by the District’s Board of Directors before approval; that on the basis of the whole record before it, there is no substantial evidence in the record that the Project will have a significant effect on the environment; that the Final Mitigated Negative Declaration reflects the independent judgment and analysis of the District as lead agency for the proposed Project; and that the Board of Directors hereby adopts the Final Mitigated Negative Declaration for the West Padaro Lane Main Sewer Extension Project.

BE IT FURTHER RESOLVED that the Board of Directors of the District approves of and imposes the mitigation measures set forth in the Final Mitigated Negative Declaration and hereby adopts the Mitigation Monitoring and Reporting Program for the West Padaro Lane Main Sewer Extension Project as set forth in Appendix B of the Final Mitigated Negative Declaration, and further finds that the mitigation measures are fully enforceable through permit conditions, agreements or other measures.

BE IT FURTHER RESOLVED that the Board of Directors of the District hereby approves project findings as set forth in Attachment A of this resolution in accordance with Section 15074 of the CEQA Guidelines.

BE IT FURTHER RESOLVED that the Board of Directors of the District hereby approves the West Padaro Lane Main Sewer Extension Project and finds that the Project is consistent with the County of Santa Barbara Comprehensive Plan, the Coastal Land Use Plan, the Toro Canyon Plan and the Summerland Community Plan.

BE IT FURTHER RESOLVED that the documents and other materials that constitute the record of the proceedings upon which the District's decision is based are located at the District's office located at 5300 Sixth Street, Carpinteria, CA 93013. The custodian of the records is the Board Secretary.

BE IT FURTHER RESOLVED that the foregoing recitals are hereby incorporated by reference.

PASSED AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on the 6th day of August 2013 by the following vote to wit:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Resolution No. R-266 was thereupon declared, carried, and adopted.

Dated this 6th day of August 2013

APPROVED:

Jeff Moorhouse
President of the Governing Board of
CARPINTERIA SANITARY DISTRICT

ATTEST:

Lin Graf
Secretary of the Governing Board of
CARPINTERIA SANITARY DISTRICT

ATTACHMENT A

CEQA FINDINGS WEST PADARO MAIN SEWER EXTENSION PROJECT

FINDINGS OF FACT PURSUANT TO SEC 21081 OF THE PUBLIC RESOURCES CODE and SECTION 15074 OF THE STATE CEQA GUIDELINES.

A. Consideration of the MND

The Mitigated Negative Declaration / Initial Study (MND) has been presented to the Board of the Carpinteria Sanitary District (Board) and each member present has reviewed and considered the MND prior to approval of this project. The MND reflects the independent judgment of the Board and meets the standards for adequacy of an MND as stated within the Guidelines for the California Environmental Quality Act (CEQA) as amended, and is adequate for this proposed project.

B. Full Disclosure and Adequacy of the MND

The Board finds that the MND constitutes a complete, accurate, and adequate good faith effort at full disclosure under CEQA and contains sufficient information and analysis to intelligently take into account the environmental consequences of the project. The Board hereby adopts the MND.

C. Findings Addressing the Significant Impacts Identified in the MND

The Board approves the West Padaro Lane Main Sewer Extension Project, which is a project within the meaning of CEQA (Public Resources Code Section 21065 et seq.), requiring the preparation of an MND. The Board has prepared and adopted an MND that satisfies all CEQA requirements.

The MND identifies significant project-specific impacts to biological resources, hazardous materials, transportation/circulation, and water resources. The MND identifies mitigation measures to mitigate impacts to biological resources, hazardous materials, transportation/ circulation, and water resources to less than significant levels, as discussed below.

Biological Resources

Incidental impacts to specimen trees and/or native trees within the construction corridor, particularly in proximity to Toro Canyon Creek could occur. The potential to impact nesting birds within or adjacent to the work area also exists. These potential impacts are considered potentially significant.

The following mitigation measures would reduce the Project's biological resource impacts to a less than significant level:

BIO-1: Tree Protection Plan – Construction Component. The Applicant shall submit a Tree Protection Plan (TPP) prepared by a P&D-approved arborist and/or biologist and designed to protect existing native coast live oak trees. The Applicant shall comply with and specify the following as notes on the Grading Plans:

- a. Fencing of all trees to be protected at least six feet outside the dripline with highly visible construction fencing at least 3 ft high, staked to prevent any collapse, and with signs identifying the protection area placed in adjacent to the bridge.
- b. Fencing/staking/signage shall be maintained throughout construction activities.
- c. If any trimming of coast live oak trees is necessary as part of project construction, it shall be completed only by hand and under the direction of a P&D-approved arborist/biologist:

The following activities are not permitted:

1. Cutting any roots of one-inch in diameter or greater.
2. Tree removal.

Plan Requirements: The Applicant shall: (1) submit the TPP; (2) include all applicable components in the TPP; (3) include as notes or depictions all plan components listed above, graphically depicting all those related construction, and temporarily and/or permanently installed protection measures. **Timing:** The Applicant shall comply with this measure prior to issuance of the Coastal Development Permit. Plan components shall be included on all plans prior to the issuance of grading and building permits. The Applicant shall install tree protection measures on-site prior to issuance of grading and building permits and pre-construction meeting. **Monitoring:** The Applicant shall demonstrate that trees identified for protection were not damaged or removed or, if damage or removal occurred, that correction is completed as required by the TPP.

BIO-2: Tree Protection Plan-Unexpected Damage and Mitigation. In the event of unexpected damage to oak trees, the damaged trees shall be mitigated on a minimum 3:1 ratio. Any performance securities required for installation and maintenance of replacement trees shall be released after its inspection and approval of such installation and maintenance.

Plan Requirements: The Applicant shall include this as a note on the TPP. **Timing:** The Applicant shall comply with this measure prior to issuance of the Coastal Development Permit. Plan components shall be included on all plans prior to the issuance of grading permits. **Monitoring:** The Applicant shall demonstrate that trees identified for protection were not damaged or, if damage occurred, that correction is completed as required by the TPP.

BIO-3: Nesting Birds. The applicant shall retain and pay for a qualified biologist to inspect and monitor the Project site for bird and raptor nesting activity. If construction is to take place during the raptor nesting season (March to September), a qualified biologist shall conduct a pre-construction bird and raptor nesting inspection not more than one week prior to the proposed beginning of construction activity. If birds or raptors are determined to be nesting on or within the vicinity of the project site, no construction activities, including, but not limited to grading or heavy equipment operation, shall take place within 500 feet of the raptor nest or within 300 feet (or the property line, whichever is closer) of a bird nest. Certain construction activities may be allowed on a case-by-case basis.

Plan Requirements and Timing: At a minimum of two days prior to the proposed beginning of construction activity, the results of the survey shall be reviewed and approved. This condition shall be printed on all final grading building plans. **Monitoring:** Site inspections shall be performed throughout the construction phase.

Hazardous Materials / Risk of Upset

Potentially significant environmental impacts could result from inadvertent spills of fuels or other

hazardous materials during the construction activities. The following mitigation measure would reduce the project's effects regarding hazardous materials and/or risk of upset to a less than significant level:

HAZ-1 Fuel Handling. Construction equipment fuels shall be stored, handled, and disposed of in a manner which minimizes the potential for risk of upset.

Plan Requirements and Timing: Bulk storage locations for construction materials and any measures proposed to contain the materials shall be shown on the grading plans submitted to the County of Santa Barbara prior to start of construction.

Monitoring: The Applicant shall site inspect prior to the commencement of and as needed during all grading and construction activities.

Noise

Short term increases in noise levels resulting from construction activities could have potentially significant impacts on neighboring residents or public receptors. The following mitigation measure would reduce the project's noise impacts to a less than significant level:

NOI-1. Work Hour Limitations. Construction activity for the installation of the sewer line shall be limited to the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. No construction shall occur on State holidays (e.g., Thanksgiving, Labor Day). Construction equipment maintenance shall be limited to the same hours. **Plan Requirements:** Three signs stating these restrictions shall be provided by the applicant and posted on site. **Timing:** Signs shall be in place prior to beginning of and throughout grading and construction activities. Violations may result in suspension of permits. **Monitoring:** Building Inspectors shall spot check and respond to complaints.

Transportation / Circulation

Short term impacts to local area traffic flow during construction of the proposed pipeline could potentially be considered significant. The following mitigation measure would reduce the project's transportation / circulation impacts to a less than significant level:

CIRC-1. Construction Traffic Control Plan. A Construction Traffic Control Plan (CTCP) shall be prepared and implemented, which shall be approved by the County of Santa Barbara. The CTCP shall include, but not be limited to the following:

- (1) Provide traffic controls (e.g., flaggers, signs, and orange cones) when west bound lane is closed due to pipeline construction;
- (2) Close the pipeline trench for the non-work hours with approved plating, and surround the trench with safety barriers, if necessary; and
- (3) Notify residents or owners of any properties within 1,000 feet and/or adjacent to the pipeline ROW of the construction schedule at least one week before construction in their vicinity;
- (4) Provide access to the affected properties during construction; and
- (5) No construction parking will occur in the public parking lot (e.g., Loon Point County Parking Lot).

Plan Requirements: Flaggers, signs, and cones shall be provided by the applicant and posted at the project site. **Timing:** Signs, orange cones, and flaggers shall be in place prior to beginning of and throughout construction activities. Violations may result in suspension of permits. **Monitoring:** Building Inspectors and Permit Compliance shall spot check and respond to complaints.

CIRC-2: Road Encroachment Permit. The applicant shall obtain all necessary roadway encroachment permits from the County Public Works Department for construction of the sewer pipeline in the rights-of-way of Padaro Lane. **Timing:** A copy of the encroachment permit shall be provided to P&D prior to commencement of construction activities. The road encroachment permit shall include/define the specific measures to be included as part of Traffic Control Plan for the project.

Water Resources

Construction activities could potentially result in the discharge of sediment or other contaminants into surface waters or area storm drains with associated potentially significant impacts. The following mitigation measures would reduce the project's impact to a less than significant level:

WATER-1: Erosion and Sediment Control Plan. The applicant shall make every attempt to limit excavation to the dry season of the year (i.e., April 15 to November 1). In the event that construction occurs within the rainy season of the year, an erosion control plan shall be designed to minimize erosion within 100 feet of Toro Canyon Creek and Garrapata Creek. Best Management Practices (BMPs) such as silt fencing, straw bales, and sand bags, shall be installed prior to work involving ground disturbance. **Plan Requirements and Timing:** This requirement shall be noted on all grading plans. **Monitoring:** The applicant shall site inspect throughout the construction period to ensure proper use and maintenance of the BMPs.

WATER-2: Wash Out Location Standards. During construction, washing or refueling/servicing of concrete trucks, equipment, or similar activities shall occur only in areas where polluted water and materials can be contained for subsequent removal from the site. Wash water shall not be discharged to the storm drains, street, drainage ditches, creeks, or wetlands. Areas designated for washing functions shall be at least 100 feet from any storm drain, water body including Toro Canyon Creek and Garrapata Creek, or sensitive biological resources. The location(s) of the washout area(s) shall be clearly noted at the construction site with signs. **Plan Requirements:** The applicant shall designate a washout area, acceptable to P&D, and this area shall be shown on the construction and/or grading and building plans. **Timing:** The wash off area shall be designated on all plans. The washout area(s) shall be in place and maintained throughout construction. **Monitoring:** The applicant shall check plans and site inspect throughout the construction period to ensure proper use and maintenance of the washout area(s).



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Notice of Award – Cash Contract No. 405
Rincon Point Septic to Sewer Conversion Project**

DATE: August 6, 2013

REQUESTED ACTION: That the Board consider issuing a Notice of Award for construction of the Rincon Point Septic to Sewer Conversion Project to Travis Agricultural Construction, Inc. of Ventura, California.

FUNDING SOURCE: Assessment District 2007-1 / Prop. 84 CBI Grant

BACKGROUND: The Rincon Point Septic to Sewer Conversion Project is one part of a larger project to provide public sewer service to the Rincon Point residential community. This project includes construction of a low pressure sewer system to serve the 72 existing residential properties within Rincon Point. A grinder pump tank, pump, control panel and necessary appurtenances will be installed at each home, with the septic tank(s) concurrently abandoned. Approximately 5,000 linear feet of 2-inch and 3-inch diameter force main piping will be constructed using trenchless methods to collect and convey wastewater to the proposed central pump station in Rincon Beach Park. The District Board of Directors authorized solicitation of competitive bids for this project on May 7, 2013.

Bids for construction of the Rincon Point Septic to Sewer Conversion Project were received on July 11, 2013 at 2:00 p.m. Four bids were received prior to the bidding deadline and each bid was opened publicly at the District administrative office. The apparent low bidder was Travis Agricultural Construction, Inc. (Travis Ag) of Ventura, California, with a bid of \$1,256,553. This bid amount is in line with construction cost estimates prepared by the design team and sufficient funding is available to move forward with project implementation.

Penfield & Smith undertook a comprehensive review of the apparent low bid from Travis Ag and the three other received bids. A bid tabulation summary was prepared which presents the results of the competitive bidding process. Penfield & Smith identified two minor mathematical errors in the bid from Travis Ag. The total price for Item 6 was off by \$19 and was adjusted to \$10,936 in accordance with the procedures set forth in Paragraph 6.01 of the bid from. Their total bid price, which is determined as the sum of all 82 bid item prices, was also incorrect and was adjusted from \$1,256,553 to \$1,257,557. The overall discrepancy of \$1,004 is not material in this case, as the next lowest low bid was \$1,492,990.

The bid from Travis Ag submittal appears to be complete and it included the required bid security. Travis Ag maintains the required contractor license, verified through the state licensing board. Based on their independent review, Penfield & Smith prepared a letter recommending contract award to Travis Ag. A copy of their recommendation letter is attached for reference.

Travis Ag provided a comprehensive list of similar projects completed in recent years with their bid package. In 2012 Travis Ag successfully completed construction of the Sand Point Road Septic to Sewer Conversion Project for the District. Their performance on this project was very satisfactory and we believe that Travis Ag has the qualifications and resources to successfully complete this important project.

On July 17, 2013 the District received a formal bid protest from Mr. Fred Heidarian of Green Building Corporation (GBC), the contractor that submitted the second lowest bid for this project. A copy of their bid protest letter is attached. This matter was considered by District legal counsel and the claims put forth by GBC were each found to lack merit. The District prepared a letter to GBC in response to their bid protest, a copy of which is also attached. Travis Ag was given an opportunity to respond to the bid protest, based on GBC's assertion that they were not a responsible bidder. Their email response is attached for reference. For reference, Travis Ag's complete bid package is provided herewith.

Travis Ag is believed to be the lowest responsive, responsible bidder. If approved, a Notice of Award will be transmitted to Travis Ag with a Contract Agreement. The contractor will return the signed agreement, with required bonds and insurance certificates, for consideration by the Board. Within ten (10) days after issuing the Notice of Award, bid securities will be returned to non-successful bidders.

RECOMMENDATION: Staff recommends that the Board reject the bid protest filed by Green Building Corporation, Inc.; waive minor irregularities in the bid from Travis Ag; and approve issuance of a Notice of Award for the Rincon Point Septic to Sewer Conversion Project to Travis Agricultural Construction, Inc. of Ventura, California, who was determined to be the lowest responsive, responsible bidder for this project with a bid amount of \$1,257,557.

SUGGESTED MOTION: I move that the Board approve the following actions:

- 1) Reject the bid protest filed by Mr. Fred Heidarian of Green Building Corporation.
- 2) Waive any minor bid irregularities that may exist in the bid submitted by Travis Agricultural Construction, Inc.
- 3) Approve issuance of a Notice of Award for the Rincon Point Septic to Sewer Conversion Project to Travis Agricultural Construction, Inc. of Ventura, California.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachments: Notice of Award
Penfield & Smith Award Recommendation Letter
Green Building Corporation Bid Protest
District Response Letter
Travis Agricultural Construction Response
Travis Agricultural Construction Bid Package

DOCUMENT 00510

NOTICE OF AWARD

Date: August 6, 2013.

To: Travis Agricultural Construction, Inc.
(Bidder)

Address: 10435 Telegraph Road
Ventura, CA 93004

Project: Rincon Point Septic to Sewer Conversion Project
OWNER Cash Contract No.405:

Construction of the Rincon Point Septic to Sewer Conversion Project together with all appurtenant work and facilities, as shown on the Drawings and as specified herein. The work involves the construction of a low pressure sewer system consisting of small diameter sewer pipelines, installation of owner-furnished grinder pump stations on seventy two (72) private properties, electrical connections for the pump station and control panel, abandonment of septic tanks/systems on each property and restoration of disturbed areas. The project also includes potholing existing utilities, traffic control, and ancillary work as herein specified and as shown on the Drawings.

The Bid Price of your contract is \$ One million two hundred fifty seven thousand five hundred
and fifty seven (\$1,257,557.00) Dollars

Two copies of the Agreement Form accompany this Notice of Award.

Unless otherwise indicated, you must respond within 15 days of the date of this Notice of Award; that is, by August 21, 2013. We plan to award this Project at the OWNER'S regular board meeting on September 3, 2013.

1. You must deliver to the OWNER two fully executed Agreement forms.
2. You must deliver with the executed Agreement such Bonds and certificates of insurance as specified in paragraphs 2.01 and 5.03 of the General Conditions and Document 00618, Guaranty Bond.
3. To comply with the insurance requirements to endorse the OWNER, the ENGINEER, and the OWNER'S Consultant as additional insureds, the following statement must appear on each of the insurance certificates:

"The OWNER, its directors, officials, employees, agents, ENGINEER and Consultant are named as additional insureds as regards OWNER Cash Contract Number 405."

4. You must also deliver with the executed Agreement, copies of all current Business Licenses for you as General Contractor and for all Subcontractors working on the Project.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

After award of contract by the Board of Directors, the OWNER will return to you one fully signed Agreement Form.

CARPINTERIA SANITARY DISTRICT

(Signature)

August 6, 2013

(Date)

CARPINTERIA SANITARY DISTRICT
5300 Sixth Street
Carpinteria, CA 93013
805-684-7214

END OF DOCUMENT



Penfield & Smith

111 East Victoria Street
Santa Barbara, CA 93101

tel 805-963-9532
fax 805-966-9801

www.penfieldsmith.com

Santa Barbara
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GIS

W.O. 16269.42

July 29, 2013

Mr. Craig Murray, P.E.
General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, California 93013

Subject: **Rincon Point Septic to Sewer Conversion Project
Bid Analysis and Recommendation**

Dear Mr. Murray:

Attached is a tabulation of the bids received for the subject project on July 11, 2013. Travis Agricultural Construction, Inc. (Travis AG) is the apparent low bidder with a bid of \$1,257,557. The second lowest bid was from Green Building Corporation with a bid of \$1,492,990.

We have reviewed Travis AG's qualifications submitted with the bid proposal. Based on their experience and our knowledge of the Contractor, it is our opinion that Travis AG is qualified for this project. As you know, Travis AG successfully constructed the Sand Point Road Septic to Sewer Conversion Project and is familiar with the equipment and installation procedures.

Travis AG's contractor license number is 588676, Class A (General Engineering Contractor) and HAZ (Hazardous Substances Removal) Certification. The license is current and active. The license expiration date is February 28, 2015.

Travis AG listed the following subcontractors:

- Ventura Directional Drilling, Inc. – Directional Drilling
- Diener's Electric, Inc. – Electrical
- United Site Services – Septic Pumping & Portable Restrooms
- Total Barricade Service, Inc. – Traffic Control
- Trench Shoring – Steel Plates
- Benner and Carpenter - Surveying

The subcontractor's licenses are current and active.

Mr. Craig Murray, P.E.
July 29, 2013
Page 2

The required bid documents were executed and included:

- List of Subcontractors;
- List of Equipment Manufacturers;
- Contractor's Qualification Statement;
- The "Equal Opportunity Program Certificate" was signed;
- The "Non-collusion Affidavit" was executed and notarized;
- The "Certificate of Drug-Free Workplace Requirements" was signed;
- Bid Bond for 10% of Bid Amount.
- Addendum No. 1 Acknowledgement.

Travis Ag's bonding company is *The Ohio Casualty Insurance Company (OCIC)*. In accordance with the Contract Standard Conditions, *OCIC* is listed in the Department of Treasury's Circular 570 (NAIC #24074). *OCIC* has a Moody's Financial Strength Rating of A2 with a stable outlook. Per Moody's Global Long Term Ratings, obligations rated 'A' are judged to be upper-medium grade and are subject to low credit risk. Per Moody's Global Short Term Ratings *OCIC* is rated 'Prime-1' and have a superior ability to repay short-term debt obligations.

There were two mathematical errors in Travis AG's bid document. The first error was on Bid Item No. 6, the product of the unit price times the estimated quantity (19 x \$575.578) was \$10,917.00; the correct multiplication should have yielded \$10,936.00, a difference of \$19.00. The second error was in the addition of all the bid items in the bid schedule for the total amount bid. Travis AG's total amount written in words was \$1,256,553.00; the correct summation of the bid items was \$1,257,557.00, a difference of \$1,004.00.

Bid Form (Document 00410), Section 6.01, clearly describes how discrepancies in the bid schedule are to be addressed. The following is an excerpt: "The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that if the unit price is ambiguous, unintelligible, or uncertain for any case, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. The basis of award shall be the total of all bid items.

As you know, Green Building Corporation filed a bid protest dated July 17, 2013 citing irregularities in Travis AG's bid. The District has already responded to the bid protest in correspondence dated July 24, 2013. We agree with the District's conclusion that there is no merit to the bid protest from Green Building Corporation.

Based on our review of the information submitted with the bid, we recommend that the District award the project to Travis Agricultural Construction, Inc.



Mr. Craig Murray, P.E.
July 29, 2013
Page 3

If you have questions or require additional information, please call the undersigned at (805) 963-9538, extension 113.

Sincerely,

PENFIELD & SMITH



David W. Rundle, P.E.
Vice President | Principal Engineer

Enclosures: 1) Bid Tabulation
 2) Contractor License Details
 3) Moody's Credit Rating

W:\work\16000-16999\16269\40 Design - Rincon\Bid Documents\ 20130724 Rincon Onsite Bid Recommend Ltr



BID TABULATION

Carpinteria Sanitary District
 Rincon Point Septic to Sewer Conversion Project
 Bid Date: 7/11/2013
 W.O. #16269.42



Penfield & Smith
 111 East Victoria Street
 Santa Barbara, CA 93101
 (805) 963-9532

Rincon Point Septic to Sewer Conversion Project				Travis Agricultural Construction, Inc.		Green Building Corp.		MGE Underground, Inc.		Specialty Construction, Inc.	
Item	Description	Unit	Quantity	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
GENERAL											
1	Mobilization, Bonds, Insurance & Management	LS	1	\$45,930	\$45,930	\$232,000	\$232,000	\$198,000	\$198,000	\$143,000	\$143,000
2	Pothole Existing Utilities	LS	1	\$53,816	\$53,816	\$35,000	\$35,000	\$29,000	\$29,000	\$48,000	\$48,000
3	Traffic Control Plan & Implementation	LS	1	\$39,278	\$39,278	\$15,000	\$15,000	\$20,000	\$20,000	\$56,100	\$56,100
4	Environmental Control (Water, Noise & Dust)	LS	1	\$28,764	\$28,764	\$20,000	\$20,000	\$5,000	\$5,000	\$12,500	\$12,500
5	OSHA and Other Safety Requirements	LS	1	\$6,505	\$6,505	\$5,000	\$5,000	\$23,000	\$23,000	\$30,000	\$30,000
6	Archaeological Ph. 3 Investigation Assistance	EA	19	\$575.578	\$10,936	\$2,000	\$38,000	\$1,200	\$22,800	\$1,280	\$24,320
7	Construction Surveying	LS	1	\$18,047	\$18,047	\$30,000	\$30,000	\$17,000	\$17,000	\$6,600	\$6,600
8	Project Signage	LS	1	\$985	\$985	\$3,500	\$3,500	\$1,300	\$1,300	\$1,800	\$1,800
9	2" Force Main Construction - HDD	LF	2554	\$38.1574	\$97,454	\$50.00	\$127,700	\$46.50	\$118,761	\$53.00	\$135,362
10	3" Force Main Construction - HDD	LF	2378	\$32.378	\$76,995	\$55.00	\$130,790	\$42.50	\$101,065	\$54.00	\$128,412
RINCON POINT LANE											
11	1 Rincon Point Lane / APN 001-230-049	LS	1	\$11,635	\$11,635	\$9,300	\$9,300	\$16,000	\$16,000	\$29,000	\$29,000
12	2 Rincon Point Lane / APN 001-230-050	LS	1	\$12,044	\$12,044	\$8,100	\$8,100	\$16,000	\$16,000	\$29,500	\$29,500
13	3 Rincon Point Lane / APN 001-230-051	LS	1	\$11,648	\$11,648	\$8,300	\$8,300	\$18,000	\$18,000	\$29,000	\$29,000
14	4 Rincon Point Lane / APN 001-230-052	LS	1	\$14,046	\$14,046	\$9,100	\$9,100	\$17,000	\$17,000	\$29,400	\$29,400
15	5 Rincon Point Lane / APN 001-230-053	LS	1	\$14,096	\$14,096	\$9,500	\$9,500	\$16,000	\$16,000	\$29,400	\$29,400
16	6 Rincon Point Lane / APN 001-230-054	LS	1	\$11,906	\$11,906	\$8,200	\$8,200	\$21,000	\$21,000	\$28,900	\$28,900
17	7 Rincon Point Lane / APN 001-230-055	LS	1	\$14,204	\$14,204	\$9,100	\$9,100	\$19,500	\$19,500	\$31,500	\$31,500
18	8 Rincon Point Lane / APN 001-230-056	LS	1	\$11,548	\$11,548	\$9,500	\$9,500	\$22,000	\$22,000	\$29,200	\$29,200
19	9 Rincon Point Lane / APN 001-230-057	LS	1	\$11,456	\$11,456	\$10,500	\$10,500	20000	\$20,000	\$29,200	\$29,200
20	10 Rincon Point Lane / APN 001-230-058	LS	1	\$14,159	\$14,159	\$13,700	\$13,700	\$22,000	\$22,000	\$31,500	\$31,500
RINCON POINT ROAD											
21	108 Rincon Point Road / APN 001-230-006	LS	1	\$11,950	\$11,950	\$13,700	\$13,700	\$24,500	\$24,500	\$36,000	\$36,000
22	116 Rincon Point Road / APN 001-230-007	LS	1	\$10,868	\$10,868	\$8,800	\$8,800	\$19,000	\$19,000	\$29,000	\$29,000
23	124 Rincon Point Road / APN 001-230-008	LS	1	\$11,297	\$11,297	\$12,000	\$12,000	\$21,500	\$21,500	\$36,000	\$36,000
24	132 Rincon Point Road / APN 001-230-009	LS	1	\$10,950	\$10,950	\$9,800	\$9,800	\$20,000	\$20,000	\$29,000	\$29,000
25	140 Rincon Point Road / APN 001-230-010	LS	1	\$12,633	\$12,633	\$10,800	\$10,800	\$22,000	\$22,000	\$29,500	\$29,500
26	150 Rincon Point Road / APN 001-230-027	LS	1	\$11,393	\$11,393	\$9,300	\$9,300	\$20,000	\$20,000	\$30,000	\$30,000
27	156 Rincon Point Road / APN 001-230-028	LS	1	\$14,453	\$14,453	\$9,800	\$9,800	\$22,500	\$22,500	\$31,000	\$31,000
28	162 Rincon Point Road / APN 001-230-029	LS	1	\$13,561	\$13,561	\$16,000	\$16,000	\$27,000	\$27,000	\$38,000	\$38,000
29	168 Rincon Point Road / APN 001-230-030	LS	1	\$14,506	\$14,506	\$13,500	\$13,500	\$26,000	\$26,000	\$31,000	\$31,000
30	170 Rincon Point Road / APN 001-230-012	LS	1	\$11,901	\$11,901	\$12,300	\$12,300	\$22,500	\$22,500	\$30,000	\$30,000
31	172 Rincon Point Road / APN 001-230-022	LS	1	\$17,489	\$17,489	\$11,300	\$11,300	\$22,000	\$22,000	\$29,800	\$29,800
32	176 Rincon Point Road / APN 001-230-033	LS	1	\$13,673	\$13,673	\$13,000	\$13,000	\$24,500	\$24,500	\$30,500	\$30,500
33	180 Rincon Point Road / APN 001-230-034	LS	1	\$10,900	\$10,900	\$13,300	\$13,300	\$25,500	\$25,500	\$30,000	\$30,000
34	181 Rincon Point Road / APN 001-230-031	LS	1	\$14,677	\$14,677	\$10,500	\$10,500	\$22,500	\$22,500	\$30,000	\$30,000
35	182 Rincon Point Road / APN 001-230-035	LS	1	\$15,701	\$15,701	\$14,000	\$14,000	\$28,500	\$28,500	\$38,000	\$38,000
36	183 Rincon Point Road / APN 001-230-032	LS	1	\$12,220	\$12,220	\$13,300	\$13,300	\$22,000	\$22,000	\$30,000	\$30,000
37	184 Rincon Point Road / APN 001-230-039	LS	1	\$8,497	\$8,497	\$12,300	\$12,300	\$20,000	\$20,000	\$30,000	\$30,000
38	185 Rincon Point Road / APN 001-230-018	LS	1	\$12,646	\$12,646	\$16,000	\$16,000	\$23,000	\$23,000	\$31,000	\$31,000
39	187 Rincon Point Road / APN 001-230-044	LS	1	\$10,869	\$10,869	\$13,300	\$13,300	\$22,000	\$22,000	\$36,500	\$36,500
40	191 Rincon Point Road / APN 001-230-037	LS	1	\$12,515	\$12,515	\$12,000	\$12,000	\$24,500	\$24,500	\$36,500	\$36,500
41	195 Rincon Point Road / APN 001-230-020	LS	1	\$10,820	\$10,820	\$12,000	\$12,000	\$24,000	\$24,000	\$36,500	\$36,500
42	196 Rincon Point Road / APN 001-230-014	LS	1	\$12,720	\$12,720	\$12,600	\$12,600	\$21,000	\$21,000	\$29,000	\$29,000
43	203 Rincon Point Road / APN 001-230-048	LS	1	\$12,619	\$12,619	\$10,500	\$10,500	\$23,000	\$23,000	\$29,000	\$29,000
44	207 Rincon Point Road / APN 001-230-047	LS	1	\$13,543	\$13,543	\$11,500	\$11,500	\$25,000	\$25,000	\$36,500	\$36,500
PUESTA DEL SOL											
45	8050 Puesta Del Sol / APN 008-0-170-380	LS	1	\$13,397	\$13,397	\$11,500	\$11,500	\$22,000	\$22,000	\$29,500	\$29,500
46	8058 Puesta Del Sol / APN 008-0-170-305	LS	1	\$13,145	\$13,145	\$10,800	\$10,800	\$25,000	\$25,000	\$36,500	\$36,500
47	8061 Puesta Del Sol / APN 008-0-170-400	LS	1	\$11,887	\$11,887	\$10,500	\$10,500	\$22,000	\$22,000	\$29,000	\$29,000
48	8062 Puesta Del Sol / APN 008-0-170-055	LS	1	\$12,785	\$12,785	\$10,800	\$10,800	\$24,500	\$24,500	\$36,500	\$36,500
49	8068 Puesta Del Sol / APN 008-0-170-065	LS	1	\$11,811	\$11,811	\$12,800	\$12,800	\$23,000	\$23,000	\$30,000	\$30,000
50	8072 Puesta Del Sol / APN 008-0-170-075	LS	1	\$12,182	\$12,182	\$11,000	\$11,000	\$23,000	\$23,000	\$34,000	\$34,000
51	8078 Puesta Del Sol / APN 008-0-170-570	LS	1	\$13,572	\$13,572	\$12,300	\$12,300	\$25,000	\$25,000	\$30,000	\$30,000
52	8082 Puesta Del Sol / APN 008-0-170-100	LS	1	\$11,276	\$11,276	\$12,000	\$12,000	\$25,000	\$25,000	\$30,000	\$30,000
53	8086 Puesta Del Sol / APN 008-0-170-115	LS	1	\$12,574	\$12,574	\$13,300	\$13,300	\$27,000	\$27,000	\$37,000	\$37,000
54	8088 Puesta Del Sol / APN 008-0-170-120	LS	1	\$10,909	\$10,909	\$12,300	\$12,300	\$24,000	\$24,000	\$37,000	\$37,000
55	8092 Puesta Del Sol / APN 008-0-170-130	LS	1	\$11,684	\$11,684	\$13,800	\$13,800	\$24,000	\$24,000	\$30,000	\$30,000
56	8094 Puesta Del Sol / APN 008-0-170-140	LS	1	\$12,858	\$12,858	\$14,000	\$14,000	\$24,000	\$24,000	\$30,000	\$30,000
57	8096 Puesta Del Sol / APN 008-0-170-155	LS	1	\$11,860	\$11,860	\$11,000	\$11,000	\$22,500	\$22,500	\$30,000	\$30,000
58	8098 Puesta Del Sol / APN 008-0-170-520	LS	1	\$9,625	\$9,625	\$11,000	\$11,000	\$20,000	\$20,000	\$30,000	\$30,000
59	8102 Puesta Del Sol / APN 008-0-170-165	LS	1	\$10,852	\$10,852	\$12,300	\$12,300	\$24,000	\$24,000	\$37,000	\$37,000
60	8104 Puesta Del Sol / APN 008-0-170-175	LS	1	\$11,414	\$11,414	\$12,300	\$12,300	\$23,000	\$23,000	\$30,500	\$30,500
61	8108 Puesta Del Sol / APN 008-0-170-180	LS	1	\$13,100	\$13,100	\$13,800	\$13,800	\$25,000	\$25,000	\$30,500	\$30,500
62	8109 Puesta Del Sol / APN 008-0-170-490	LS	1	\$11,534	\$11,534	\$12,500	\$12,500	\$29,000	\$29,000	\$37,000	\$37,000
63	8111 Puesta Del Sol / APN 008-0-170-480	LS	1	\$11,639	\$11,639	\$11,500	\$11,500	\$21,500	\$21,500	\$30,000	\$30,000
64	8112 Puesta Del Sol / APN 008-0-170-195	LS	1	\$13,802	\$13,802	\$14,000	\$14,000	\$24,000	\$24,000	\$31,000	\$31,000
65	8113 Puesta Del Sol / APN 008-0-170-255	LS	1	\$11,078	\$11,078	\$12,300	\$12,300	\$23,500	\$23,500	\$30,000	\$30,000
66	8120 Puesta Del Sol / APN 008-0-170-200	LS	1	\$13,995	\$13,995	\$13,500	\$13,500	\$26,500	\$26,500	\$30,000	\$30,000
67	8128 Puesta Del Sol / APN 008-0-170-345	LS	1	\$13,372	\$13,372	\$13,000	\$13,000	\$27,000	\$27,000	\$30,000	\$30,000
68	8132 Puesta Del Sol / APN 008-0-170-365	LS	1	\$11,898	\$11,898	\$10,000	\$10,000	\$22,000	\$22,000	\$30,000	\$30,000
69	8133 Puesta Del Sol / APN 008-0-170-270	LS	1	\$13,468	\$13,468	\$15,300	\$15,300	\$30,000	\$30,000	\$30,000	\$30,000
70	8134 Puesta Del Sol / APN 008-0-170-355	LS	1	\$10,751	\$10,751	\$10,800	\$10,800	\$22,000	\$22,000	\$30,000	\$30,000
BUENA FORTUNA											
71	8077 Buena Fortuna / APN 008-0-170-410	LS	1	\$13,607	\$13,607	\$16,300	\$16,300	\$29,000	\$29,000	\$32,000	\$32,000
72	8084 Buena Fortuna / APN 008-0-170-530	LS	1	\$10,382	\$10,382	\$10,300	\$10,300	\$22,000	\$22,000	\$29,000	\$29,000
73	8085 Buena Fortuna / APN 008-0-170-420	LS	1	\$11,770	\$11,770	\$13,500	\$13,500	\$23,500	\$23,500	\$30,000	\$30,000
74	8099 Buena Fortuna / APN 008-0-170-430	LS	1	\$10,796	\$10,796	\$12,800	\$12,800	\$24,000	\$24,000	\$30,000	\$30,000
75	8105 Buena Fortuna / APN 008-0-170-440	LS	1	\$11,767	\$11,767	\$14,300	\$14,300	\$25,000	\$25,000	\$30,500	\$30,500
76	8106 Buena Fortuna / APN 008-0-170-510	LS	1	\$11,735	\$11,735	\$12,300	\$12,300	\$25,000	\$25,000	\$29,000	\$29,000
77	8107 Buena Fortuna / APN 008-0-170-450	LS	1	\$11,133	\$11,133	\$13,300	\$13,300	\$25,000	\$25,000	\$30,000	\$30,000
78	8110 Buena Fortuna / APN 008-0-170-500	LS	1								



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 588676

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

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	588676	Extract Date	7/29/2013
Business Information	TRAVIS AGRICULTURAL CONSTRUCTION INC Business Phone Number: (805) 647-7211 P O BOX 4666 VENTURA, CA 93007		
Entity	Corporation		
Issue Date	02/20/1990		
Reissue Date	02/20/2001		
Expire Date	02/28/2015		
License Status	ACTIVE This license is current and active. All information below should be reviewed.		
Classifications	CLASS	DESCRIPTION	
	A	GENERAL ENGINEERING CONTRACTOR	
Certifications	CERT	DESCRIPTION	
	HAZ	HAZARDOUS SUBSTANCES REMOVAL	
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA . Bond Number: 831126C Bond Amount: \$12,500 Effective Date: 01/01/2007 Contractor's Bond History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) BARTLE REX DALE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.		

Effective Date: 02/20/2001

WORKERS' COMPENSATION

This license has workers compensation insurance with
[WESCO INSURANCE COMPANY](#)

Workers' Compensation

Policy Number: WWC3055190

Effective Date: 03/01/2013

Expire Date: 03/01/2014

[Workers' Compensation History](#)

Miscellaneous Information

DATE	DESCRIPTION
02/20/2001	LICENSE REISSUED TO ANOTHER ENTITY

Personnel List

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DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 831782

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

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	831782	Extract Date	7/29/2013
Business Information	VENTURA DIRECTIONAL DRILLING Business Phone Number: (805) 642-5000 4115 TRANSPORT ST VENTURA, CA 93003		
Entity	Corporation		
Issue Date	02/03/2004		
Expire Date	02/28/2014		
License Status	ACTIVE This license is current and active. All information below should be reviewed.		
Classifications	CLASS	DESCRIPTION	
	D09	DRILLING, BLASTING AND OIL FIELD WORK	
	A	GENERAL ENGINEERING CONTRACTOR	
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY . Bond Number: SC6346692 Bond Amount: \$12,500 Effective Date: 03/02/2009 Contractor's Bond History		
	BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) FIELDS JOHN LAWRENCE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 02/03/2004		
Workers' Compensation	WORKERS' COMPENSATION		

This license has workers compensation insurance with
[STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 1967834

Effective Date: 06/01/2011

Expire Date: 06/01/2014

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

[Personnel List](#)

[Other Licenses](#)

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DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 289432

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CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#), only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	289432	Extract Date 7/29/2013				
Business Information	DIENER'S ELECTRIC INC Business Phone Number: (805) 988-1515 P O BOX 946 OXNARD, CA 93032					
Entity	Corporation					
Issue Date	12/07/1973					
Expire Date	04/30/2015					
License Status	ACTIVE This license is current and active. All information below should be reviewed.					
Classifications	<table border="1"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>C10</td> <td>ELECTRICAL</td> </tr> </tbody> </table>		CLASS	DESCRIPTION	C10	ELECTRICAL
CLASS	DESCRIPTION					
C10	ELECTRICAL					
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY . Bond Number: SC6312680 Bond Amount: \$12,500 Effective Date: 03/02/2009 Contractor's Bond History BOND OF QUALIFYING INDIVIDUAL 1. The Responsible Managing Officer (RMO) DIENER ROBERT REAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required. Effective Date: 04/23/1985					
Workers' Compensation	WORKERS' COMPENSATION					

This license has workers compensation insurance with
[TRAVELERS INDEMNITY COMPANY \(THE\)](#)

Policy Number: 4TJUB9242N43712

Effective Date: 10/01/2012

Expire Date: 10/01/2013

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List	Other Licenses
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DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 873553

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

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	873553	Extract Date 7/29/2013				
Business Information	UNITED SITE SERVICES OF CALIFORNIA INC Business Phone Number: (508) 594-2562 200 FRIBERG PARKWAY STE 4000 WESTBOROUGH, MA 01581					
Entity	Corporation					
Issue Date	02/28/2006					
Expire Date	02/28/2014					
License Status	ACTIVE This license is current and active. All information below should be reviewed.					
Classifications	<table border="1"> <thead> <tr> <th>CLASS</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>C10</td> <td>ELECTRICAL</td> </tr> </tbody> </table>		CLASS	DESCRIPTION	C10	ELECTRICAL
CLASS	DESCRIPTION					
C10	ELECTRICAL					
Bonding	CONTRACTOR'S BOND This license filed a Contractor's Bond with LIBERTY MUTUAL INSURANCE COMPANY . Bond Number: 674009310 Bond Amount: \$12,500 Effective Date: 01/01/2007 Contractor's Bond History BOND OF QUALIFYING INDIVIDUAL 1. This license filed Bond of Qualifying Individual number 09079796 for MOTCH LANCE REME in the amount of \$12,500 with FIDELITY AND DEPOSIT COMPANY OF MARYLAND . Effective Date: 02/12/2013					
Workers' Compensation	WORKERS' COMPENSATION					

This license has workers compensation insurance with
[SAFETY NATIONAL CASUALTY CORPORATION](#)

Policy Number: LSDS4047370

Effective Date: 11/03/2012

Expire Date: 11/03/2013

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List	Other Licenses
--------------------------------	--------------------------------

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Copyright © 2010 State of California



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail - License # 826823

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

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	826823	Extract Date 7/29/2013
	TOTAL BARRICADE SERVICE INC	
Business Information	Business Phone Number: (805) 485-0345	
	P O BOX 7114 OXNARD, CA 93031-7114	
Entity	Corporation	
Issue Date	10/29/2003	
Expire Date	10/31/2013	
License Status	ACTIVE This license is current and active. All information below should be reviewed.	
Classifications	CLASS	DESCRIPTION
	C31	CONSTRUCTION ZONE TRAFFIC CONTROL
	CONTRACTOR'S BOND	
	This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY .	
	Bond Number: SC6057268	
	Bond Amount: \$12,500	
	Effective Date: 03/02/2009	
Bonding	Contractor's Bond History	
	BOND OF QUALIFYING INDIVIDUAL	
	1. The Responsible Managing Officer (RMO) ARANA EDUARDO certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.	
	Effective Date: 10/29/2003	
Workers' Compensation	WORKERS' COMPENSATION	

This license has workers compensation insurance with
[STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9050860

Effective Date: 04/01/2013

Expire Date: 04/01/2014

[Workers' Compensation History](#)

Personnel List

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Ohio Casualty Insurance Company

Ticker: **OCAS** | Moody's Org ID: **600045554**

Long Term Rating > **A2, Not on Watch**
 Outlook > **Stable**
 Other Debts on Watch?: **No**

Market Segment: **Financial Institutions**
 Industry: **INSURANCE: PROPERTY & CASUALTY**
 Domicile: **UNITED STATES**

Analyst | **Market Signals**
 Analyst: **Paul Bauer**

[Research](#) | [Ratings](#) | [Family Tree](#)

[Rating Class Detail](#) | [Debt List](#) | [Issuer Outlook](#)

Results: 1

Class	Rating	Date	Action	Watch Status
Insurance Financial Strength	A2	27 Aug 2007	RATING RAISED	Not on Watch

Rating Class History: Insurance Financial Strength

Results: 6

Date	Currency	Rating	Action
27 Aug 2007		A2	Upgrade
07 May 2007		A3	On Watch - Possible Upgrade
27 Nov 2002		A3	Downgrade
31 Oct 2002		A2	On Watch - Possible Downgrade
13 Mar 2002		A2	CONFIRMED
17 Dec 1998		A2	New

¹ This date does not capture any Confirmations or Watch actions. Please refer to the rating history section for additional information.

For credit ratings that are derived exclusively from an existing credit rating of a program, series, category/class of debt, support provider or primary rated entity, or that replace a previously assigned provisional rating at the same rating level, Moody's publishes a rating announcement on that series, category/class of debt or program as a whole, on the support provider or primary rated entity, or on the provisional rating, but often does not publish a specific rating announcement on each subsequent bond or note for which the credit rating is derived from the existing credit rating. Rating announcements are usually press releases classified as Rating Actions on www.moody's.com. Please refer to the Research tab on the issuer/entity page for the rating announcement.

July 17th, 2013

Mr. Craig Murray
General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA. 93013

RE: Bid Protest - Rincon Point Septic to Sewer Conversion Project - Contract No. 405

Dear Mr. Murray:

This letter serves as Green Building Corporation's (GBC) bid protest for the above referenced public bid, which was held on July 11, 2013 at 2:00 p.m. Travis Agricultural (Travis AG) submitted the lowest bid at \$1,257,553.00. GBC believes **the bid of Travis Agricultural is non-responsible/non-responsive**, and we direct the Carpinteria Sanitary District (District) to the items listed below.

I. Prohibited notary used by Travis AG due to a conflict of interest.

The "Noncollusion Declaration to be Executed by Bidder and Submitted with Bid" (Attachment A) form submitted by Travis AG is notarized by Armine Bartle, who also serves as the Corporate Treasurer and Secretary for Travis AG. Due to Armine Bartle's ownership position with Travis AG as a corporate officer, and her relationship to Rex Bartle, whose signature Armine notarized poses a severe conflict of interest. According to the California Secretary of State, this conflict of interest prohibits this notary, thus making the notarization void.

In the bid package submitted by Travis AG, Armine Bartle's signature appears on a few pages. Armine's signature is on bid form 00410-15 (Attachment B), and bid bond form 00432-1 (Attachment C). Travis AG included a copy of its "Minutes of Annual Shareholder Meeting of 2012" (Attachment D), in which Armine Bartle is listed as the corporation's Secretary and Treasurer, and Rex Bartle is listed as the corporation's President.

II. Travis AG made an unauthorized bid modification by not initialing.

On Bid Form page 00410-5 (Attachment E), Travis AG makes a modification for the Unit Price of Bid Item #9, however Travis AG fails to initial the modification as instructed in Article 16. In the Instructions to Bidders, page 00200-9 section 16.02 (Attachment F) states that any changes or corrections shall be initialed by the Bidder.

III. Travis AG's unit price for bid item #6 is unclear.

On Bid Form page 00410-5 (Attachment G), Travis AG writes "575578" for the Unit Price of Bid Item#6, which has a quantity of 19. Travis AG fails to put any decimal or commas in the Unit Price. If Travis AG's intention is a Unit Price of \$575,578, this would make their Total Price for bid item #6 \$10,935,982.00. At that price, Travis AG is no longer the lowest bidder. In the Instructions to Bidders, page 00200-8 section 14.01.C (Attachment H) states that discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices.

GBC respectfully requests that after review of the above facts, the District reject the bid of Travis AG as nonresponsive. Green Building Corporation is the lowest most responsible and responsive bidder and an award to GBC is proper.

I am available at (818)987-6059 to provide you with additional information.

Sincerely,



Fred Heidarian

President

Green Building Corporation

DOCUMENT 00456
"NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID" [Public Contract Code § 7106]

State of California)
County of Ventura) §

The undersigned declares:

I am the President of Travis Agricultural Construction the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7-11-13 [date], at Ventura [city], California [state]."

Dated: [Signature] July 11, 2013 Bidder: Travis Agricultural Construction Inc.

By: [Signature]
(Signature)

Title: President

Continued next page

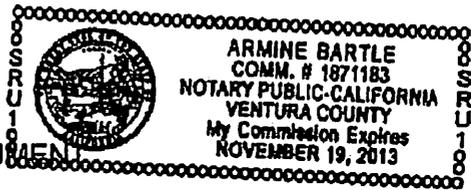
STATE OF CALIFORNIA)
COUNTY OF Ventura) §

On June 21, 2013 before me, Armine Bartle, a notary public, personally appeared Armine Bartle, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Armine Bartle



END OF DOCUMENT

"Attachment B"

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

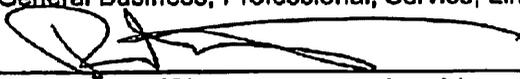
Phone Number: () _____ FAX Number () _____

A Corporation

Corporation Name: Travis Agricultural Construction Inc. (SEAL)

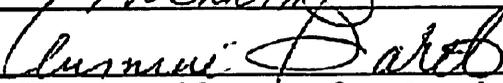
State of Incorporation: CA

Type (General Business, Professional, Service, Limited Liability): Service

By: 
(Signature - attach evidence of authority to sign)

Name (typed or printed): Rex Bartle

Title: President

Attest: 
(Signature of Corporate Secretary, Acting Secretary or other officer)

Business address: 10435 Telegraph Rd. Ventura CA 93004

Phone Number: (805) 647-7211 FAX Number: (805) 647-3423

Date of Qualification to do business is 02/01/86

"Attachment C"

DOCUMENT 00432

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

Travis Agricultural Construction, Inc
10435 Telegraph Road
Ventura, CA 93004-1778

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company
71 Stevenson Street, Suite 600
San Francisco, CA 94105

OWNER (Name and Address):

Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

BID

Bid Due Date: July 11, 2013
Project (Brief Description Including Location): Rincon Point Sepsic to Sewer Conversion Project

BOND

Bond Number: TRAG0001
Date: (Not later than Bid Due Date): June 24, 2013
Penal Sum: Ten Percent of Bid Amount (10%)***

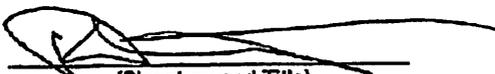
IN WITNESS WHEREOF, Surety and Bidder, Intending to be legally bound hereby, subject to the terms printed on the reverse side hereof (page 00432-2), do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

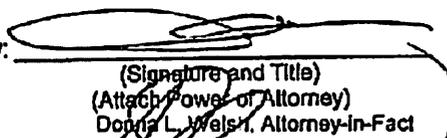
BIDDER

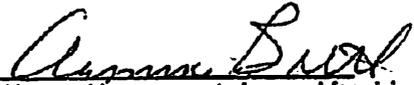
SURETY

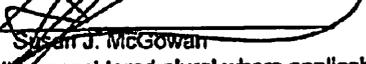
Travis Agricultural Construction, Inc. (SEAL)
(Bidder's Name and Corporate Seal)

The Ohio Casualty Insurance Company (SEAL)
(Surety's Name and Corporate Seal)

By: 
(Signature and Title)

By: 
(Signature and Title)
(Attach Power of Attorney)
Donna L. Welsh, Attorney-in-Fact

Attest: 

Attest: 
Susan J. McGowan

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

"Attachment D"

T · R · A · V · I · S

CA Lic. A-588676-HAZ

Rex Bartle



A California S Corporation

MINUTES OF ANNUAL SHAREHOLDERS' MEETING OF 2012

The annual meeting of shareholders was held at 11:00 a.m. on November 15, 2012 at the headquarters of Travis Agricultural Construction, Inc. at 10435 Telegraph Road, Ventura, CA. Present were shareholders Rex and Jeri Bartle. Also present was Armine Bartle, secretary-treasurer of the corporation.

By unanimous vote of all outstanding shares, the shareholders elected the following persons to service on the Board of Directors for the coming year.

PRESIDENT: REX BARTLE

VICE-PRESIDENT: JERI BARTLE

SECRETARY-TREASURER: ARMINE BARTLE

By unanimous vote, the shareholders also ratified all the acts of the officers and directors for the previous year.

There being no further business to come before the shareholders, the meeting was adjourned at 11:30 a.m.

CERTIFICATION BY SECRETARY

I, Armine Bartle, am the duly elected secretary of Travis Agricultural Construction, Inc., a California S Corporation. I hereby certify that the above minutes are a true and accurate record of the business conducted at the meeting of shareholders held on November 15, 2012.

Dated: November 15, 2012

A handwritten signature in cursive script, appearing to read "Armine Bartle", is written over a horizontal line.

"Attachment E"

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
9	2" Diameter Force Main Construction by HDD, complete, for the unit price of _____ dollars per linear foot.	L.F.	2,554	38.1574	97,454 ⁰⁰
10	3" Diameter Force Main Construction by HDD, complete, for the unit price of _____ dollars per linear foot.	L.F.	2,378	32.378	76,995 ⁰⁰
INDIVIDUAL LOT IMPROVEMENTS AND RESTORATION (72 TOTAL)					
RINCON POINT LANE					
11	1 Rincon Point Lane / APN 001-230-049 complete, for the lump sum price of <u>Eleven Thousand Six Hundred Thirty Five</u> dollars.	L.S.	1	11,635 ⁰⁰	11,635 ⁰⁰
12	2 Rincon Point Lane / APN 001-230-050 complete, for the lump sum price of <u>Twelve Thousand</u> dollars.	L.S.	1	12,044 ⁰⁰	12,044 ⁰⁰
13	3 Rincon Point Lane / APN 001-230-051 complete, for the lump sum price of _____ dollars.	L.S.	1	11,648 ⁰⁰	11,648 ⁰⁰
14	4 Rincon Point Lane / APN 001-230-052 complete, for the lump sum price of _____ dollars.	L.S.	1	14,046 ⁰⁰	14,046 ⁰⁰
15	5 Rincon Point Lane / APN 001-230-053 complete, for the lump sum price of _____ dollars.	L.S.	1	14,096 ⁰⁰	14,096 ⁰⁰
16	6 Rincon Point Lane / APN 001-230-054 complete, for the lump sum price of _____ dollars.	L.S.	1	11,906 ⁰⁰	11,906 ⁰⁰

"Attachment F"

security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED" and list the project title, bid date and bid time.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Unauthorized conditions, limitations, or modifications attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid Forms shall be without interlineations, alterations, or erasures. Any changes or corrections shall be initialed by the Bidder. Alternative Bids will not be considered unless expressly called for in Document 00100, Invitation to Bid. Oral, telegraphic, faxed or telephone Bids or modifications will not be considered.

16.03 In accordance with Sections 5101 and 5103, California Public Contract Code, withdrawal of Bids may be permitted for mistakes made in filling out the Bid but will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the drawings, specifications, and other Contracts Documents.

16.04 In the event Bidder alleges that a clerical error has been made in the list of subcontractors, the procedures for substitution shall be provided in accordance with Section 4107.5, California Public Contract Code.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in paragraph 2.01 of the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. A "responsible bidder" shall be a bidder as set forth in Public Contract Code §1103. Professional integrity and honesty shall be essential requirements. OWNER shall have absolute discretion as to the past work performance of any bidder and OWNER'S decision relating thereto shall be deemed correct and shall be conclusive and binding. OWNER may

"Attachment G"

BID SCHEDULE – RINCON POINT

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
1	Mobilization, Bonds, Insurance & Management for the lump sum price of _____ dollars.	Lump Sum (L.S.)	1	45,930 ⁰⁰	45,930 ⁰⁰
2	Pothole Existing Utilities for the lump sum price of _____ dollars.	L.S.	1	53,816 ⁰⁰	53,816 ⁰⁰
3	Traffic Control Plan and Implementation for the lump sum price of _____ dollars.	L.S.	1	39,278 ⁰⁰	39,278 ⁰⁰
4	Environmental Controls (Water, Noise, Dust, etc.) for the lump sum price of _____ dollars.	L.S.	1	28,764 ⁰⁰	28,764 ⁰⁰
5	OSHA Requirements and Other Safety Measures for the lump sum price of _____ dollars.	L.S.	1	6,505 ⁰⁰	6,505 ⁰⁰
6	Archaeological Phase 3 Investigation Assistance and Coordination (see bid item description) for the unit price of _____ dollars per each.	Each	19	575 ⁵⁷⁸	10,917 ⁰⁰
7	Construction Surveying, complete, for the unit price of _____ dollars.	L.S.	1	18,047 ⁰⁰	18,047 ⁰⁰
8	Project Signage, complete, for the lump sum price of _____ dollar.	L.S.	1	985 ⁰⁰	985 ⁰⁰

"Attachment H"

earthquake or tidal wave in an amount of at least 50 percent of the contract price. The determination of whether to require earthquake and tidal wave insurance will be made by OWNER prior to award of contract.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price:

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

D. In the evaluation of Bids, the lowest Bid shall be the lowest Bid price on the base contract without consideration of the prices on additive or deductive items, if any.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 15 - SUBMITTAL OF BID

15.01 Each prospective Bidder is furnished one copy of the Bidding Documents. The Bid Form is to be completed and submitted with the Bid security and all of the documents set forth in Article 24 herein, including the following data:

- A. 0451A - Construction Contractor's Qualification Statement for Engineered Construction.
- B. 00432 - Bid Bond.
- C. 00434 - List of Subcontractors.
- D. 00436 - List of Equipment Manufacturers.

Failure to provide all documents as set forth in Article 24 may result in OWNER, at its discretion, declaring the Bid to be non-responsive.

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid

SAFETY MEETING

BIO-SOLIDS

Meeting Date: 3-26-13 Make-Up Meeting Date: _____

Meeting Given By: Andy Honey Signature: Andy Honey

Safety Topic: Hearing Protection

What Was Directed/Discussed? (Attach meeting outline if necessary.): _____

Skipped the video "Hearing Protection Sounds Good to Me" from Coastal Video
Discussed each employee's individual audiometric results and how to read them
Discussed jobs requiring hearing protection including the gas processing, bio solids & micro-turbine areas

EMPLOYEE

SIGNATURE

Jackson Dennis _____



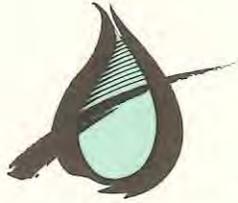
Potter Mark _____

Sauceda Nick _____

Thomas David _____

David F. Thomas
Mark Norris

Norris MARK _____



Carpinteria Sanitary District

5300 Sixth Street, Carpinteria, CA 93013
(805) 684-7214 • Admin Fax (805) 684-7213 • Plant Fax (805) 566-6599

July 24, 2013

Mr. Fred Heidarian
Green Building Corporation
6913 Alcove Ave.
North Hollywood, CA 91605

**Re: Response to BID Protest - Rincon Point Septic to Sewer Conversion Project
Cash Contract No. 405**

Dear Mr. Heidarian:

This is in response to the BID Protest letter dated July 17, 2013 that was submitted to the Carpinteria Sanitary District (hereinafter the "District") by the Green Building Corporation regarding the above-cited Cash Contract No. 405 (hereinafter "BID Protest Letter"). Upon review and consideration of the allegations set forth in the BID Protest Letter, District staff believes that the protests presented by the Green Building Corporation have no merit. On that basis, District staff will recommend that the Board reject the BID protests and award Cash Contract No. 405 to Travis Agricultural Construction, Inc. (hereinafter "Travis AG") as the lowest responsive, responsible bidder in accordance with the bids received on July 11, 2013.

Specifically, in its BID Protest Letter, the Green Building Corporation claims that Travis AG is "non-responsible/non-responsive" for the following three (3) reasons: 1) "Prohibited notary used by Travis AG due to a conflict of interest;" 2) "Travis AG made an unauthorized bid modification by not initialing;" and 3) "Travis AG's unit price for bid item No. 6 is unclear." As noted in more detail herein-below, District staff has diligently reviewed and examined these three allegations and believes that none have any merit.

1) Prohibited notary used by Travis AG due to a conflict of interest.

The notary public at issue, Armine Bartle, is apparently an employee of Travis AG and serves as its Corporate Secretary/Treasurer. Ms. Bartle, however, is not named individually as a "principal" to Cash Contract No. 405 and, more importantly, has no direct financial or beneficial interest in that particular "transaction." Thus, as an employee of Travis AG, Ms. Bartle does not appear to have any conflict of interest, and is therefore not precluded, under the provisions of California Government Section 8224 from performing a notarial act for Travis AG in connection with Cash Contract No. 405.

Mr. Fred Heidarian
July 24, 2013
Page 2 of 2

Specifically, Ms. Bartle's employment with Travis AG does not preclude her from notarizing the "Noncollusion Declaration to be Executed by Bidder and Submitted with Bid" pursuant to Cash Contract No. 405.

2) Travis AG made an unauthorized bid modification by not initialing.

Contrary to the allegations made in the BID Protest letter, an examination of the handwritten notations in Item No. 9 on Bid Form page 00410-5 shows no evidence of any material modifications or corrections of the Unit Price for Item No. 9. Rather, it appears that a dollar sign was stricken on that line item, and not any numerical values. As such, since there were no material modifications, interlineations, alterations or erasures, there was no need for that item to be initialed by the Bidder, Travis AG, pursuant to the provisions of Article 16, Section 16.02 (page 00200-9) of the Instructions to Bidder. The protest should therefore be rejected.

3) Travis AG's unit price for bid item #6 is unclear.

A plain and common sense reading of Item No. 6 on Bid Form page 00410-4 clearly shows that the Unit Price was listed as \$575.578, which, when multiplied by the estimated quantity of 19, is representative of the total bid of \$10,917.00, which was the value listed in the Total Price column. Although the Bidder, Travis AG, did not use decimal points, in the context of the entire page, it is obvious that the smaller size numbers reflect the use of decimal points. As such, Travis AG remains the lowest bidder for Cash Contract 405 and there is no discrepancy to be resolved pursuant to the provisions of Article 14, Section 14.01.C (page 00200-8) of the Instructions to Bidder. This protest should also be rejected.

Based on the foregoing, District staff will ask the Board to find no merit in the three protests raised by the Green Building Corporation listed and described herein-above, and recommend that all three protests be rejected and denied. This matter will now be submitted to the Board for its consideration.

Sincerely,
CARPINTERIA SANITARY DISTRICT



Craig M. Murray, P.E.
General Manager

cc: Carpinteria Sanitary District Board of Directors
Mr. Travis Bartle, Travis Agricultural Construction, Inc.

Craig Murray

From: Travis Bartle <tcb@travisag.com>
Sent: Friday, July 19, 2013 1:19 PM
To: Craig Murray; jack@travisag.com
Cc: rex@travisag.com; earwin@travisag.com
Subject: RE: Bid Protest

Craig,

Here is our response:

1. Armine Bartle is an employee of Travis Ag and per Government Code "a notary public has no direct financial or beneficial interest in a transaction where the notary public acts in the capacity of an employee for a person having a direct financial or beneficial interest in the transaction."
2. There was no need to initial bid item number 9 as there was no modification or correction made to the bid. It is a dollar symbol that was penned quickly, and we decided due to time constraints not to use dollar signs.
3. Bid item number 6, along with other bid items on this page, have no decimal points but rather small numbers used for the same purpose as a decimal. Our bid is representative of 19 units totalizing at \$10,917 as the bid states. The unit price is reflective of the total price of bid item #6 and is written in accordance with other bid items.

Please let me know if there is anything else you need or if I need to explain further.

Thanks,
Travis

Travis Bartle
Project Coordinator/Estimator
Travis Agricultural Construction, Inc
P:805.647.7211
F:805.647.3423
C:805.794.8507
E: tcb@travisag.com
www.travisag.com

From: Craig Murray [<mailto:CraigM@carpsan.com>]
Sent: Thursday, July 18, 2013 3:55 PM
To: tcb@travisag.com; jack@travisag.com
Subject: Bid Protest

Jack/Travis -

The Carpinteria Sanitary District received the attached bid protest letter from Green Building Corporation related to the Rincon Point Septic to Sewer Conversion Project. We are currently conducting an independent review of this bid

protest. Because the letter contends that Travis Agricultural Construction submitted a non-responsible bid, we would like to provide you an opportunity to respond directly to the issues raised.

Please provide a written response at your earliest convenience. Thank you.

Craig Murray, P.E.
General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
P 805.684.7214
C 805.451.7804

**DOCUMENT 00410
BID FORM**

PROJECT IDENTIFICATION:

**CARPINTERIA SANITARY DISTRICT
Rincon Point Septic to Sewer Conversion Project**

THIS BID IS SUBMITTED BY:

Travis Agricultural Construction, Inc.
(Bidder)

10435 Telegraph Rd, Ventura, CA 93004
(Bidder Address)

THIS BID IS SUBMITTED TO:

**CARPINTERIA SANITARY DISTRICT
5300 Sixth Street
Carpinteria, CA 93013**

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents within the specified time and for the price indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. <u>1</u>	Dated <u>June 28, 2013</u>
No. _____	Dated _____

B. Bidder has visited the site and become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Federal, state, and local Laws and Regulations and Permits that may affect cost, progress, and performance of the Work.

D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as Indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

J. In accordance with Section 1861, California Labor Code, the Bidder states the following as its certification:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Additional Requirements for California Public Works Contract.

A. DECLARATION OF LICENSE STATUS. The Bidder declares that it possesses a valid State of California Class A - General Engineering Contractor's license at the time of submitting this Bid. Bidder shall state its license number, classification and expiration date on its Bid Form.

B. PREVAILING WAGE RATES. The undersigned agrees that, if awarded the Contract, the undersigned and all of its subcontractors shall pay all laborers, workers, and mechanics employed in the performance of such Contract, or any subcontract there under, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, by the statutes and regulations applicable thereto.

C. NON-COLLUSION DECLARATION. In accordance with Public Contract Code Section 7106, Bidders are required to execute and submit with their Bid Document Number 00456 "Non-Collusion Declaration."

D. USE OF BID DEPOSITORIES. The Bidder declares that it has not used subcontractors' bids from a bid depository that in any way attempts to restrict, control, influence or regulate free open price competition among subcontractors in the submission of their bids to prime Bidders.

6.01 The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that if the unit price is ambiguous, unintelligible, or uncertain for any case, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. The basis of award shall be the total of all bid items.

The District reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the total price will be made at the stipulated unit price.

The District further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract.

Reference General Descriptions of the Work in Section C1-4.1 of the Special Provisions, "Bid Item Descriptions".

The Contractor shall perform an independent quantity take-off of the plans and bid accordingly. Quantities listed in the Proposal Bid Items Lists are intended only as a guide for the Contractor as to anticipated order of magnitude of work. Contractor will be reimbursed for quantity of item required by the Contract Documents and shown on the plans to neat line and grade or as actually installed.

BID SCHEDULE – RINCON POINT

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
1	Mobilization, Bonds, Insurance & Management for the lump sum price of _____ _____ _____dollars.	Lump Sum (L.S.)	1	45,930 ⁰⁰	45,930 ⁰⁰
2	Pothole Existing Utilities for the lump sum price of _____ _____ _____dollars.	L.S.	1	53,816 ⁰⁰	53,816 ⁰⁰
3	Traffic Control Plan and Implementation for the lump sum price of _____ _____ _____dollars.	L.S.	1	39,278 ⁰⁰	39,278 ⁰⁰
4	Environmental Controls (Water, Noise, Dust, etc.) for the lump sum price of _____ _____ _____dollars.	L.S.	1	28,764 ⁰⁰	28,764 ⁰⁰
5	OSHA Requirements and Other Safety Measures for the lump sum price of _____ _____ _____dollars.	L.S.	1	6,505 ⁰⁰	6,505 ⁰⁰
6	Archaeological Phase 3 Investigation Assistance and Coordination (see bid item description) for the unit price of _____ _____ _____dollars per each.	Each	19	575 ⁵⁷⁸	10,917 ⁰⁰
7	Construction Surveying, complete, for the unit price of _____ _____ _____dollars.	L.S.	1	18,047 ⁰⁰	18,047 ⁰⁰
8	Project Signage, complete, for the lump sum price of _____ _____ _____dollar.	L.S.	1	985 ⁰⁰	985 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
9	2" Diameter Force Main Construction by HDD, complete, for the unit price of _____ dollars per linear foot.	L.F.	2,554	38.1574	97,454 ⁰⁰
10	3" Diameter Force Main Construction by HDD, complete, for the unit price of _____ dollars per linear foot.	L.F.	2,378	32.378	76,995 ⁰⁰
INDIVIDUAL LOT IMPROVEMENTS AND RESTORATION (72 TOTAL)					
RINCON POINT LANE					
11	1 Rincon Point Lane / APN 001-230-049 complete, for the lump sum price of <u>Eleven Thousand Six Hundred Thirty Five</u> dollars.	L.S.	1	11,635 ⁰⁰	11,635 ⁰⁰
12	2 Rincon Point Lane / APN 001-230-050 complete, for the lump sum price of <u>Twelve Thousand</u> dollars.	L.S.	1	12,044 ⁰⁰	12,044 ⁰⁰
13	3 Rincon Point Lane / APN 001-230-051 complete, for the lump sum price of _____ dollars.	L.S.	1	11,648 ⁰⁰	11,648 ⁰⁰
14	4 Rincon Point Lane / APN 001-230-052 complete, for the lump sum price of _____ dollars.	L.S.	1	14,046 ⁰⁰	14,046 ⁰⁰
15	5 Rincon Point Lane / APN 001-230-053 complete, for the lump sum price of _____ dollars.	L.S.	1	14,096 ⁰⁰	14,096 ⁰⁰
16	6 Rincon Point Lane / APN 001-230-054 complete, for the lump sum price of _____ dollars.	L.S.	1	11,906 ⁰⁰	11,906 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
17	7 Rincon Point Lane / APN 001-230-055 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	14,204 ⁰⁰	14,204 ⁰⁰
18	8 Rincon Point Lane / APN 001-230-056 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	11,548 ⁰⁰	11,548 ⁰⁰
19	9 Rincon Point Lane / APN 001-230-057 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	11,456 ⁰⁰	11,456 ⁰⁰
20	10 Rincon Point Lane / APN 001-230-058 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	14,159 ⁰⁰	14,159 ⁰⁰
RINCON POINT ROAD					
21	108 Rincon Point Road / APN 001-230-006 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	11,950 ⁰⁰	11,950 ⁰⁰
22	116 Rincon Point Road / APN 001-230-007 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	10,868 ⁰⁰	10,868 ⁰⁰
23	124 Rincon Point Road / APN 001-230-008 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	11,297 ⁰⁰	11,297 ⁰⁰
24	132 Rincon Point Road / APN 001-230-009 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	10,950 ⁰⁰	10,950 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
25	140 Rincon Point Road / APN 001-230-010 complete, for the lump sum price of _____ dollars.	L.S.	1	12,633 ⁰⁰	12,633 ⁰⁰
26	150 Rincon Point Road / APN 001-230-027 complete, for the lump sum price of _____ dollars.	L.S.	1	11,393 ⁰⁰	11,393 ⁰⁰
27	156 Rincon Point Road / APN 001-230-028 complete, for the lump sum price of _____ dollars.	L.S.	1	14,453 ⁰⁰	14,453 ⁰⁰
28	162 Rincon Point Road / APN 001-230-029 complete, for the lump sum price of _____ dollars.	L.S.	1	13,561 ⁰⁰	13,561 ⁰⁰
29	168 Rincon Point Road / APN 001-230-030 complete, for the lump sum price of _____ dollars.	L.S.	1	14,506 ⁰⁰	14,506 ⁰⁰
30	170 Rincon Point Road / APN 001-230-012 complete, for the lump sum price of _____ dollars.	L.S.	1	11,901 ⁰⁰	11,901 ⁰⁰
31	172 Rincon Point Road / APN 001-230-022 complete, for the lump sum price of _____ dollars.	L.S.	1	17,489 ⁰⁰	17,489 ⁰⁰
32	176 Rincon Point Road / APN 001-230-033 complete, for the lump sum price of _____ dollars.	L.S.	1	13,673 ⁰⁰	13,673 ⁰⁰
33	180 Rincon Point Road / APN 001-230-034 complete, for the lump sum price of _____ dollars.	L.S.	1	10,900 ⁰⁰	10,900 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
	_____ dollars.				
34	181 Rincon Point Road / APN 001-230-031 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	14,677 ⁰⁰	14,677 ⁰⁰
35	182 Rincon Point Road / APN 001-230-035 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	15,701 ⁰⁰	15,701 ⁰⁰
36	183 Rincon Point Road / APN 001-230-032 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	12,220 ⁰⁰	12,220 ⁰⁰
37	184 Rincon Point Road / APN 001-230-039 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	8,497 ⁰⁰	8,497 ⁰⁰
38	185 Rincon Point Road / APN 001-230-018 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	12,646 ⁰⁰	12,646 ⁰⁰
39	187 Rincon Point Road / APN 001-230-044 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	10,869 ⁰⁰	10,869 ⁰⁰
40	191 Rincon Point Road / APN 001-230-037 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	12,515 ⁰⁰	12,515 ⁰⁰
41	195 Rincon Point Road / APN 001-230-020 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	10,820 ⁰⁰	10,820 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
42	196 Rincon Point Road / APN 001-230-014 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	12,720 ⁰⁰	12,720 ⁰⁰
43	203 Rincon Point Road / APN 001-230-048 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	12,619 ⁰⁰	12,619 ⁰⁰
44	207 Rincon Point Road / APN 001-230-047 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	13,543 ⁰⁰	13,543 ⁰⁰
PUESTA DEL SOL					
45	8050 Puesta Del Sol / APN 008-0-170-380 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	13,397 ⁰⁰	13,397 ⁰⁰
46	8058 Puesta Del Sol / APN 008-0-170-305 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	13,145 ⁰⁰	13,145 ⁰⁰
47	8061 Puesta Del Sol / APN 008-0-170-400 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	11,887 ⁰⁰	11,887 ⁰⁰
48	8062 Puesta Del Sol / APN 008-0-170-055 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	12,785 ⁰⁰	12,785 ⁰⁰
49	8068 Puesta Del Sol / APN 008-0-170-065 complete, for the lump sum price of _____ _____ dollars.	L.S.	1	11,811 ⁰⁰	11,811 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
50	8072 Puesta Del Sol / APN 008-0-170-075 complete, for the lump sum price of _____ dollars.	L.S.	1	12,182 ⁰⁰	12,182 ⁰⁰
51	8078 Puesta Del Sol / APN 008-0-170-570 complete, for the lump sum price of _____ dollars.	L.S.	1	13,572 ⁰⁰	13,572 ⁰⁰
52	8082 Puesta Del Sol / APN 008-0-170-100 complete, for the lump sum price of _____ dollars.	L.S.	1	11,276 ⁰⁰	11,276 ⁰⁰
53	8086 Puesta Del Sol / APN 008-0-170-115 complete, for the lump sum price of _____ dollars.	L.S.	1	12,574 ⁰⁰	12,574 ⁰⁰
54	8088 Puesta Del Sol / APN 008-0-170-120 complete, for the lump sum price of _____ dollars.	L.S.	1	10,909 ⁰⁰	10,909 ⁰⁰
55	8092 Puesta Del Sol / APN 008-0-170-130 complete, for the lump sum price of _____ dollars.	L.S.	1	11,684 ⁰⁰	11,684 ⁰⁰
56	8094 Puesta Del Sol / APN 008-0-170-140 complete, for the lump sum price of _____ dollars.	L.S.	1	12,858 ⁰⁰	12,858 ⁰⁰
57	8096 Puesta Del Sol / APN 008-0-170-155 complete, for the lump sum price of _____ dollars.	L.S.	1	11,860 ⁰⁰	11,860 ⁰⁰
58	8098 Puesta Del Sol / APN 008-0-170-520 complete, for the lump sum price of _____ dollars.	L.S.	1	9,625 ⁰⁰	9,625 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
59	8102 Puesta Del Sol / APN 008-0-170-165 complete, for the lump sum price of _____ dollars.	L.S.	1	10,852 ⁰⁰	10,852 ⁰⁰
60	8104 Puesta Del Sol / APN 008-0-170-175 complete, for the lump sum price of _____ dollars.	L.S.	1	11,414 ⁰⁰	11,414 ⁰⁰
61	8108 Puesta Del Sol / APN 008-0-170-180 complete, for the lump sum price of _____ dollars.	L.S.	1	13,100 ⁰⁰	13,100 ⁰⁰
62	8109 Puesta Del Sol / APN 008-0-170-490 complete, for the lump sum price of _____ dollars.	L.S.	1	11,534 ⁰⁰	11,534 ⁰⁰
63	8111 Puesta Del Sol / APN 008-0-170-480 complete, for the lump sum price of _____ dollars.	L.S.	1	11,639 ⁰⁰	11,639 ⁰⁰
64	8112 Puesta Del Sol / APN 008-0-170-195 complete, for the lump sum price of _____ dollars.	L.S.	1	13,802 ⁰⁰	13,802 ⁰⁰
65	8113 Puesta Del Sol / APN 008-0-170-255 complete, for the lump sum price of _____ dollars.	L.S.	1	11,078 ⁰⁰	11,078 ⁰⁰
66	8120 Puesta Del Sol / APN 008-0-170-200 complete, for the lump sum price of _____ dollars.	L.S.	1	13,995 ⁰⁰	13,995 ⁰⁰
67	8128 Puesta Del Sol / APN 008-0-170-345 complete, for the lump sum price of _____ dollars.	L.S.	1	13,372 ⁰⁰	13,372 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
68	8132 Puesta Del Sol / APN 008-0-170-365 complete, for the lump sum price of _____ dollars.	L.S.	1	11,898 ⁰⁰	11,898 ⁰⁰
69	8133 Puesta Del Sol / APN 008-0-170-270 complete, for the lump sum price of _____ dollars.	L.S.	1	13,468 ⁰⁰	13,468 ⁰⁰
70	8134 Puesta Del Sol / APN 008-0-170-355 complete, for the lump sum price of _____ dollars.	L.S.	1	10,751 ⁰⁰	10,751 ⁰⁰
BUENA FORTUNA					
71	8077 Buena Fortuna / APN 008-0-170-410 complete, for the lump sum price of _____ dollars.	L.S.	1	13,607 ⁰⁰	13,607 ⁰⁰
72	8084 Buena Fortuna / APN 008-0-170-530 complete, for the lump sum price of _____ dollars.	L.S.	1	10,382 ⁰⁰	10,382 ⁰⁰
73	8085 Buena Fortuna / APN 008-0-170-420 complete, for the lump sum price of _____ dollars.	L.S.	1	11,770 ⁰⁰	11,770 ⁰⁰
74	8099 Buena Fortuna / APN 008-0-170-430 complete, for the lump sum price of _____ dollars.	L.S.	1	10,796 ⁰⁰	10,796 ⁰⁰
75	8105 Buena Fortuna / APN 008-0-170-440 complete, for the lump sum price of _____ dollars.	L.S.	1	11,767 ⁰⁰	11,767 ⁰⁰

ITEM	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
76	8106 Buena Fortuna / APN 008-0-170-510 complete, for the lump sum price of _____ dollars.	L.S.	1	11,735 ⁰⁰	11,736 ⁰⁰
77	8107 Buena Fortuna / APN 008-0-170-450 complete, for the lump sum price of _____ dollars.	L.S.	1	11,133 ⁰⁰	11,133 ⁰⁰
78	8110 Buena Fortuna / APN 008-0-170-500 complete, for the lump sum price of _____ dollars.	L.S.	1	10,413 ⁰⁰	10,413 ⁰⁰
79	8111 Buena Fortuna / APN 001-230-042 complete, for the lump sum price of _____ dollars.	L.S.	1	10,601 ⁰⁰	10,601 ⁰⁰
80	8118 Buena Fortuna / APN 008-0-170-470 complete, for the lump sum price of _____ dollars.	L.S.	1	9,194 ⁰⁰	9,194 ⁰⁰
81	8119 Buena Fortuna / APN 008-0-170-460 complete, for the lump sum price of _____ dollars.	L.S.	1	11,169 ⁰⁰	11,169 ⁰⁰
82	8126 Buena Fortuna / APN 008-0-170-245 complete, for the lump sum price of _____ dollars.	L.S.	1	10,669 ⁰⁰	10,669 ⁰⁰

TOTAL AMOUNT OF ITEMS 1-82: \$ 1,256,553⁰⁰

TOTAL AMOUNT WRITTEN IN WORDS:

One Million Two Hundred Fifty Six Thousand Five Hundred Fifty Three dollars.



CARPINTERIA SANITARY DISTRICT

**ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS
FOR THE
RINCON POINT SEPTIC TO SEWER CONVERSION PROJECT
Cash Contract No. 405**

June 28, 2013

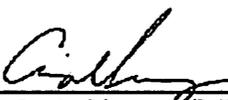
**OWNER: Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
Telephone: 805.684.7214**

TO: Plan Holders of Record/Attendees of Pre-Bid Meeting

REVISED BID DATE: Thursday, July 11, 2013, 2:00 p.m.

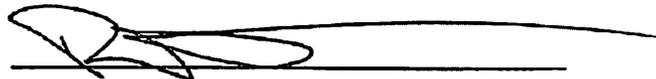
Notice is hereby given to prospective bidders that the Plans and Specifications for the **Rincon Point Septic to Sewer Conversion Project** dated May 20, 2013 have been modified as hereinafter set forth. This Addendum No. 1 shall form a part of the Contract Documents and takes precedence over the original Contract Documents.

Bidders shall acknowledge receipt of Addendum No. 1 in the space below. This Page AD1-1 shall be attached to the Proposal.

By 
Craig Murray, P.E. – General Manager
Carpinteria Sanitary District

ACKNOWLEDGMENT TO BE INCLUDED WITH SEALED PROPOSAL

I have received five (5) pages of Addendum No. 1.

Signed: 

Date: July 11, 2013

Addendum No. 1: June 28, 2013
Carpinteria Sanitary District
Rincon Point Septic to Sewer Conversion Project
Page AD1-2

GENERAL: The following changes, additions, or deletions shall be made to the following documents as noted and shall take precedence over the original Contract Documents; all other provisions remain the same.

RFI #1 Per the Specifications, Section C1-5 states that the "contractor is to become familiar with the local conditions that may affect cost, progress, or performance of the work". Based on the amount of sites and complexity of the project eight (8) working days since the mandatory pre-bid meeting is not an adequate duration to put together a competitive bid. The District also has another phase of the project bidding the same day, making it even more difficult for the prime contractor bidding both projects.

Providing more time and/or allowing another site visit would be beneficial to the District. Please revise the bid date to allow for more time.

RESPONSE: The project was advertised on May 24th and May 31st with the intent that perspective bidders would have approximately 5 weeks to prepare proposals. The bid date and time are hereby changed to **THURSDAY, JULY 11, 2013 AT 2:00 P.M.**

RFI #2: Per the Specifications, Section C1-10 D states that the contractor is to provide assistance with the (19 total) archeological investigation pits. It is anticipated that the investigation will approximately take 4 weeks.

If this investigation takes longer than above mentioned 4 weeks, how is the District to compensate the contractor for its added efforts/assistance in the investigation?

One solution would be to make this item a unit price item per week (Cost per week x 4).

RESPONSE: RFI #2 is regarding Bid Item Number 6. Bid the work item as described. If the time frame deviates from the anticipated duration a change can be negotiated or the additional work can be performed on a time and materials basis as agreed to by the District.

RFI #3: Per the Specifications, Section C1-14.1 states that "The contractor shall repair or replace all existing improvements within the projects limits which are not designated for removal which are damaged or removed as a result of its operations".

After reviewing the project photos and the grinder pump locations, many of the homes have plants and/or hardscape features that are unique or cannot be found locally. Please advise the contractor on how they are to proceed when these situations for restoration are unavailable?

RESPONSE: The expectation is that the Contractor will make a good faith effort to minimize damage where possible, employ methods and equipment to minimize impacts and salvage materials for restoration when possible. The sewer system layout has been coordinated with the property owners and designed to avoid unique features to the maximum extent feasible. If the Contractor has a concern about site improvements during construction the issue should be brought to the Inspector's attention for direction prior to disturbance.

RFI #4: Per the Specifications, Section C2-1.5 A states "Landscaping work shall be performed by a licensed landscape contractor". Is it the intent of the District to only have licensed landscaper perform this scope of work, or can the General Contractor under his Class A license perform these activities?

RESPONSE: The General Contractor can perform landscaping work. All landscaping work shall be performed in a professional and workmanlike manner.

RFI #5: Per the Specification, Section C2-3.2 F states "Residential water, gas, electric, telephone, and cable television service connection are unknown and not shown on the plans. It shall be the Contractor's responsibility to determine location and depths of such service connections that will fall within the path of the force alignments and directional drilling operations and excavations on individual residential lots."

Public Contract Code § 1104 states "No local public entity, charter city, or charter county shall require a bidder to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications on a public works project."

Please provide a bid item, quantifying the work for potholing and identifying the above mentioned service connection for each location?

RESPONSE: The existing utilities in the private streets have been mapped based on record utility data, surveyed USA markings and surface features. The information is from others and may not be complete or accurate. Bidders should base their pothole bids on the utilities as depicted on the plans. Bidders shall include the cost for potholing existing utilities in the private streets in Bid Item Number 2, "Pothole Existing Utilities".

Utility locating and potholing on the individual private lots shall be included in Bid Item Numbers 11-81, "Individual Lot Improvements & Restoration." The Contractor shall utilize a passive utility locator along the path of the forced lateral to locate subsurface features and minimize the potential conflicts. In most cases there is flexibility to slightly modify the alignment of force mains. It is impossible to quantify the number of potholes that will ultimately be required. Water meters

and gas meters are shown on the plans and should provide some guidance for determining potential crossings and conflicts with the proposed installations.

RFI #6: Can the Contractor test against the check valves that are provided by E/One Signa Mechanical when testing the 3-inch and 2-inch force main?

RESPONSE: The pressure test of the 2-Inch and 3-inch force mains shall include the testing of the 1.25-inch laterals up to and including the check valves that are part of the E/One Lateral Kits being furnished by the Carpinteria Sanitary District.

RFI #7: Throughout the Specifications it talks about removing the entire septic tank lid. Will this be required on all on the septic tanks?

RESPONSE: Septic tank lids need to be removed as required to install the E/One Grinder Pump Station tanks within the septic tanks. On properties where the E/One Pump Station is not being installed in the septic tank, the septic tank lids do not necessarily have to be removed; the septic tanks must be abandoned in accordance with the respective County's requirements.

RFI #8: Per the Specifications and Plan Sheet 31 of 32, Detail B & C shows that the E/One grinder units to be placed in the existing septic tanks.

Has the District performed investigations supporting that the units will fit within the proposed septic tanks as indicated in the drawings? Can the District please provide a spreadsheet stating the existing dimensions for each septic? The existing sizes will be needed to estimate pumping and abandonment cost. How is the contractor to be compensated for hardscape &/or landscape replacements, and the time required for discovery, when septic tanks are located beyond what is shown on the project plans?

RESPONSE: Septic tanks in the community date back to when the community was first established and records either do not exist or are unreliable. Septic tank sizes on each property vary and are unknown. Contractors shall base their bids on a typical commercially available 1,500 gallon precast concrete septic tank. The Contractor's compensation for larger or smaller tanks can be adjusted up or down based on actual documented cost for larger or smaller septic tank abandonment pumping and backfill as negotiated and agreed to by the District.

RFI #9: On Contract Drawing sheet 30 of 32 the Wastewater Combination Air Valve Detail "F" shows that a 1" ball valve is to be placed in a vertical position below grade. Shouldn't this valve be positioned in a horizontal position and a valve box added to allow operation from above grade? Please direct.

Addendum No. 1: June 28, 2013
Carpinteria Sanitary District
Rincon Point Septic to Sewer Conversion Project
Page AD1-5

RESPONSE: Bidders shall base their bids on the plans as shown.

RFI #10: Is it possible to delete the requirement to write out in words all unit prices for each item on the bid schedule? Subcontractor quotes are often not received until minutes before bid closure, on a multitude of items, which complicates last minute changes to the affected items. Discrepancies lead to bid protests and owner/contractor conflict. Please delete unit pricing in written words.

RESPONSE: The requirement to write out the unit prices or lump sum prices for each individual bid item is waived. However, the total bid amount must be written in words.

END OF ADDENDUM NUMBER 1

7.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in Article 4, Document 00520, Agreement.

7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in Article 4, Document 00520, Agreement.

8.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of cash, a certified or bank check, or a Bid Bond issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions;

B. List of Subcontractors and the List of Equipment Manufacturers, and other individuals and entities required to be identified in this Bid;

C. Required Construction Contractor's Qualification Statement with supporting data;

D. Non-Collusion Declaration;

E. Equal Opportunity Program Certificate;

F. Certification of Drug-Free Workplace Requirements.

9.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on July 21, 2013.

State Contractor License Number A-588676. (If applicable)

If Bidder is:

An individual

Name (typed or printed): n/a

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone Number: () _____ FAX Number: () _____

A Partnership

Partnership Name: M/A (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

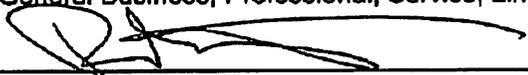
Phone Number: () _____ FAX Number () _____

A Corporation

Corporation Name: Travis Agricultural Construction Inc. (SEAL)

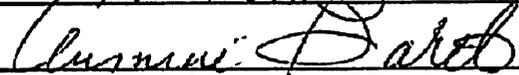
State of Incorporation: CA

Type (General Business, Professional, Service, Limited Liability): Service

By:  _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): Rex Bartle

Title: President

Attest:  _____
(Signature of Corporate Secretary, Acting Secretary or other officer)

Business address: 10435 Telegraph Rd. Ventura CA 93004

Phone Number: (805) 647-7211 FAX Number: (805) 647-3423

Date of Qualification to do business is 02/01/86

A Joint Venture

Joint Venturer Name: N/A (SEAL)

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: () _____ FAX Number: () _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner — attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone Number: () _____ FAX Number: () _____

Phone and FAX Number, and Address for receipt of official communications: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF DOCUMENT

DOCUMENT 00432

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date: _____

Project (Brief Description Including Location): _____

BOND

Bond Number: _____

Date: (Not later than Bid Due Date): _____

Penal Sum: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof (page 00432-2), do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Bidder's Name and Corporate Seal) (SEAL)

(Surety's Name and Corporate Seal) (SEAL)

By: _____
(Signature and Title)

By: _____
(Signature and Title)
(Attach Power of Attorney)

Attest: _____

Attest: _____

Note: (1) Above addresses are to be used for giving required notice.

(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

DOCUMENT 00432

BID BOND

PENAL SUM FORM

BIDDER (Name and Address):

Travis Agricultural Construction, Inc

10435 Telegraph Road

Ventura, CA 93004-1778

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company

71 Stevenson Street, Suite 600

San Francisco, CA 94105

OWNER (Name and Address):

Carpinteria Sanitary District

5300 Sixth Street

Carpinteria, CA 93013

BID

Bid Due Date: July 11, 2013

Project (Brief Description including Location): Rincon Point Septic to Sewer Conversion Project

BOND

Bond Number: TRAG0001

Date: (Not later than Bid Due Date): June 24, 2013

Penal Sum: Ten Percent of Bid Amount (10%)***

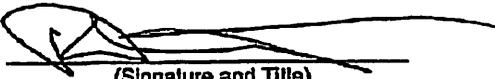
IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof (page 00432-2), do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Travis Agricultural Construction, Inc. (SEAL)
(Bidder's Name and Corporate Seal)

The Ohio Casualty Insurance Company (SEAL)
(Surety's Name and Corporate Seal)

By: 
(Signature and Title)

By: 
(Signature and Title)
(Attach Power of Attorney)
Donna L. Welsh, Attorney-in-Fact

Attest: 

Attest: 
Susan J. McGowan

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - a. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - b. All Bids are rejected by OWNER, or
 - c. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements of the State in which the Project is located. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer or proposal as applicable.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

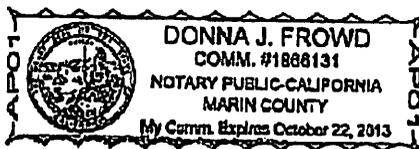
On June 24, 2013 before me, Donna J. Frowd, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 5841020

American Fire and Casualty Company
The Ohio Casualty Insurance Company

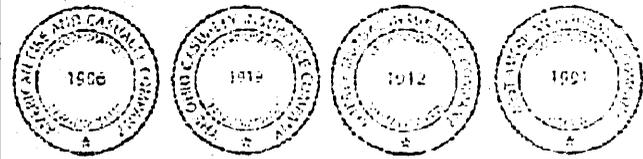
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

all of the city of Novato, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2013.



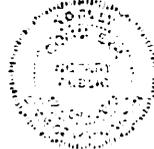
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 9th day of January, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

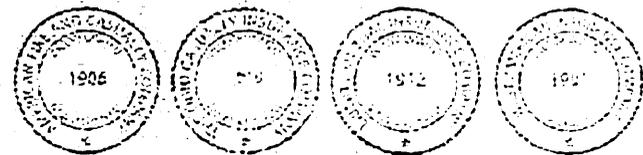
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NOT VALID FOR INTEREST RATE, RATE, INTEREST RATE OR RESIDUAL VALUE GUARANTEES.



A California S Corporation

MINUTES OF ANNUAL SHAREHOLDERS' MEETING OF 2012

The annual meeting of shareholders was held at 11:00 a.m. on November 15, 2012 at the headquarters of Travis Agricultural Construction, Inc. at 10435 Telegraph Road, Ventura, CA. Present were shareholders Rex and Jeri Bartle. Also present was Armine Bartle, secretary-treasurer of the corporation.

By unanimous vote of all outstanding shares, the shareholders elected the following persons to service on the Board of Directors for the coming year.

PRESIDENT: REX BARTLE

VICE-PRESIDENT: JERI BARTLE

SECRETARY-TREASURER: ARMINE BARTLE

By unanimous vote, the shareholders also ratified all the acts of the officers and directors for the previous year.

There being no further business to come before the shareholders, the meeting was adjourned at 11:30 a.m.

CERTIFICATION BY SECRETARY

I, Armine Bartle, am the duly elected secretary of Travis Agricultural Construction, Inc., a California S Corporation. I hereby certify that the above minutes are a true and accurate record of the business conducted at the meeting of shareholders held on November 15, 2012.

Dated: November 15, 2012

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - a. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - b. All Bids are rejected by OWNER, or
 - c. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements of the State in which the Project is located. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer or proposal as applicable.

END OF DOCUMENT

DOCUMENT 00434

LIST OF SUBCONTRACTORS
(Public Contract Code Section 4104)

The Bidder shall list below the names and location of place of business of each subcontractor who will perform work or labor or who will render service to the prime CONTRACTOR in or about the construction of the Work or improvement, or a subcontractor duly licensed who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent of the prime CONTRACTOR'S total Bid or, in the case of Bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime CONTRACTOR'S total Bid or \$10,000, whichever is greater. After the opening of Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of Work to be performed with the words "and/or" will not be permitted. The Bidder's attention is directed to the provisions of paragraph 6.06.B.1 of Document 00800, Supplementary Conditions, which stipulates the percent of the Work to be performed with the Bidder's own forces. Failure to comply with this requirement may render the Bid as non-responsive and may cause its rejection.

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person
1. Directional Drill	831782	13%	Ventura Directional Drilling 4115 Transport Street, Ventura, CA 93007 Contact: John Fields
2. Electrical	289432	4%	Diener's Electric, 167 Lambert St 1533 Pine Street, Oxnard, CA 93036 Contact: Bob Diener
3. Septic Pumping temp restrooms	873553	3%	United Site Services 4511 N. Rowland Ave, El Monte, CA 91731 Contact: Crystal Fausto
4. Traffic Control	826823	1%	Total Barricade 701 Ventura Blvd, Oxnard, CA 93036 Contact: Tony Becerra
5. steel plates		1%	Trench Shoring 13626 Princeton Ave, Moorpark, CA 93021 Contact: Ken Jr.
6. Survey		1%	Benner and Carpenter, Inc. 506 E. Main Street, Santa Paula, CA 93060 Contact: Larry

Add additional sheets, if necessary.

BIDDER



(Signature)

July 11, 2013

(Date)

END OF DOCUMENT

DOCUMENT 00436

LIST OF EQUIPMENT MANUFACTURERS

Bidder shall list the manufacturer or supplier that will furnish the respective item of equipment for the Work. Bidder shall list only one manufacturer or supplier for each piece of equipment identified.

In the event any listed manufacturer or supplier differs from those manufacturers or suppliers specifically named in the specifications, Bidder shall submit complete information demonstrating that such manufacturer or supplier is capable of providing equipment that meets the requirements of the Contract Documents.

1. Information shall be submitted pursuant to the time period stipulated in Document 00200, Instructions to Bidders.
2. Information shall include data and documentation pursuant to paragraph 6.05 of Document 00700, General Conditions, and Special Provision Section C1-3, "Submittals."
3. Acceptance of a manufacturer or supplier listed by the Bidder shall not constitute a waiver of any provision of the Contract Documents.

Where manufacturer's or supplier's names are listed by the Bidder next to the specific item of equipment listed, this shall be interpreted to mean that such manufacturers and suppliers shall not be changed by the Bidder after the Bid opening, except as follows:

1. The manufacturer or supplier cannot provide equipment that meets the requirements of the Contract Documents, or
2. The manufacturer or supplier is unable to meet the delivery requirements necessary to maintain progress of the Project based upon the accepted construction schedule.

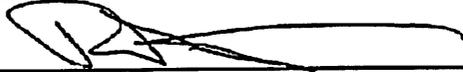
In the event Bidder changes the listed manufacturer or supplier due to reasons outlined above, Bidder shall propose an alternate manufacturer or supplier and submit complete information to demonstrate the alternative equipment meets the requirements of the Contract Documents.

Failure by Bidder to list names of manufacturers or suppliers for every item of equipment in the space provided may be cause for rejection of the Bid.

Detailed shop drawings shall be required for all items of equipment identified in the Contract Documents.

Equipment	Manufacturer, Model
a. Mini Excavator	CAT 303.5 ; 304
b. Skidsteer	CAT 259 ; 289
c. Backhoe	CAT 420
d. Air Compressor	Sullair 180CFM
e. Vacuum trailer	Ditchwitch RT40
f. Smooth Drum Roller	Wacker RD11
g.	
h.	
i.	
j.	
k.	

BIDDER



(Signature)

July 11, 2013

(Date)

END OF DOCUMENT

**CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT
FOR ENGINEERED CONSTRUCTION**

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e. Items 1 through 7, inclusive) is provided to the OWNER.

1. BIDDER/CONTRACTOR's name and street address:

Travis Agricultural Construction Inc.
10435 Telegraph Road, Ventura CA 93004

2. CONTRACTOR'S telephone number: (805) 647-7211

3. CONTRACTOR'S license: Primary Classification.

State License Number: A-588676 Expiration Date: 2/28/15

Supplemental license classifications: HAZ

Name of licensee if different from line (1), above: _____

4. Name of person who inspected the site of the proposed Work for the Bidder:

Name: Travis Bartle Date of inspection: 6-20-13

5. Surety Company and Agent who will provide the required Bonds on this Contract:

Name of Surety: The Ohio Casualty Insurance Company

Address: 71 Stevenson Street, Suite 600, San Francisco, CA 94105

Surety Company Agent: M.B. McGowan & Associates

Telephone Numbers: Agent (415) 892-1080 Surety (415) 537-2512

6. ATTACH TO THIS BID the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the CONTRACTOR.

7. ATTACH TO THIS BID a list of 3 projects completed as of recent date involving work of similar type and complexity, listing the following data for each project:

(1) Project Name: Septic to Sewer Conversion Sand Point Road

Contract Price: \$ 617,744.⁰⁰

Name, Address, and Telephone Number of OWNER'S Project Representative
Craig Murray (805) 684-7214 ext. 12

Carpinteria Sanitary District, 5310 Sixth Street, Carpinteria CA 93013

Date of Completion: 3-29-2012

(2) Project Name: Peck Road Pump Station

Contract Price: \$547,089.⁸¹

Name, Address, and Telephone Number of OWNER'S Project Representative:
Peter Fallini (805) 340-5683

Farmers Irrigation Co., 133 N. 10th Street, Santa Paula, CA 93060

Date of Completion: _____

(3) Project Name: GSW - Booster Pump with Related Fittings

Contract Price: \$401,550.⁰⁰

Name, Address, and Telephone Number of OWNER'S Project Representative:
Tony Perschon - 916-863-3621

Golden State Water, 3035 Prospect Park Dr., Ste. 60, Rancho Cordova, CA 95670

Date of Completion: 7-24-09

BIDDER



(Signature)

July 11, 2013

(Date)

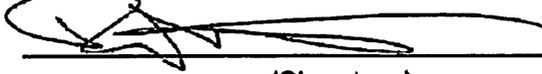
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DOCUMENT 00452

EQUAL OPPORTUNITY PROGRAM CERTIFICATE

The Bidder hereby certifies that Bidder is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, and all other applicable Federal and State laws and regulations relating to equal opportunity employment.

BIDDER



(Signature)

July 11, 2013

(Date)

Bidder's Name: Travis Agricultural Construction Inc.

Address: 10435 Telegraph Road
Ventura, CA, 93004

(The above certification of the Bidder regarding its equal opportunity program shall be filled out completely, signed, and submitted by each Bidder and shall be a part of the Contract Documents.)

END OF DOCUMENT

DOCUMENT 00456
"NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID" [Public Contract Code § 7106]

State of California)
County of Ventura) §

The undersigned declares:

I am the President of Travis Agricultural Construction the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 7-11-13 [date], at Ventura [city], California [state]."

Dated: [Signature] July 11, 2013 Bidder: Travis Agricultural Construction Inc.

By: [Signature]
(Signature)

Title: President

Continued next page

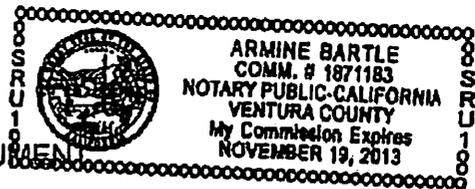
STATE OF CALIFORNIA)
COUNTY OF Ventura) §

On June 21, 2013 before me, Armine Bartle, a notary public, personally appeared Armine Bartle, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Armine Bartle



END OF DOCUMENT

DOCUMENT 00458

CERTIFICATION OF DRUG-FREE WORKPLACE REQUIREMENTS

The Bidder certifies that it will or will continue to provide a drug-free work place by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's work place and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the work place;
 - 2. The Bidder's policy of maintaining a drug-free work place;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the work place;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Paragraph A;
- D. Notifying the employee in the statement required by Paragraph A that, as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the work place no later than five calendar days after such conviction;
 - 3. Notify the employee that in the event of a major accident/incident resulting in loss of life, injury or damage to the facility, or equipment, all personnel involved shall be required to submit to substance testing as soon as possible after the incident, but not more than 4 hours after the incident.
- E. Notifying the OWNER in writing within 10 calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of Federal and State law; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Ventura } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

~~_____

 _____~~

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

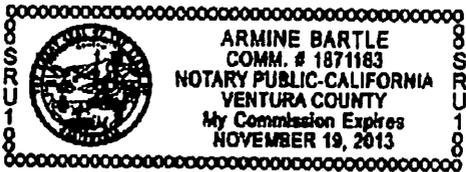
Subscribed and sworn to (or affirmed) before me on this

21 day of JUNE, 2013, by
Date Month Year

(1) KEVIN BARTLE
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (,) (,)

(2) _____
Name of Signer



Place Notary Seal Above

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Armine Bartle
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

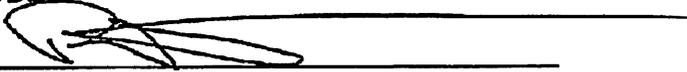
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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency;

- G. Making a good faith effort to continue to maintain a drug-free work place through implementation of Paragraphs A, B, C, D, E, and F.

BIDDER



(Signature)

July 11, 2013

(Date)

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

Date: _____, 2013.

To: _____
(Bidder)

Address: _____

**Project: Rincon Point Septic to Sewer Conversion Project
OWNER Cash Contract No.405:**

Construction of the Rincon Point Septic to Sewer Conversion Project together with all appurtenant work and facilities, as shown on the Drawings and as specified herein. The work involves the construction of a low pressure sewer system consisting of small diameter sewer pipelines, installation of owner-furnished grinder pump stations on seventy two (72) private properties, electrical connections for the pump station and control panel, abandonment of septic tanks/systems on each property and restoration of disturbed areas. The project also includes potholing existing utilities, traffic control, and ancillary work as herein specified and as shown on the Drawings.

The Bid Price of your contract is \$ _____
_____ Dollars

Two copies of the Agreement Form accompany this Notice of Award.

Unless otherwise indicated, you must respond within 15 days of the date of this Notice of Award; that is, by _____, 2013. We plan to award this Project at the OWNER'S regular board meeting on _____, 2013.

1. You must deliver to the OWNER two fully executed Agreement forms.
2. You must deliver with the executed Agreement such Bonds and certificates of insurance as specified in paragraphs 2.01 and 5.03 of the General Conditions and Document 00618, Guaranty Bond.
3. To comply with the insurance requirements to endorse the OWNER, the ENGINEER, and the OWNER'S Consultant as additional insureds, the following statement must appear on each of the insurance certificates:

"The OWNER, its directors, officials, employees, agents, ENGINEER and Consultant are named as additional insureds as regards OWNER Cash Contract Number 405."



Travis Agricultural Construction, Inc.

Rex Bartle, Owner and Manager of Travis Agricultural Construction, Inc. spent twelve years in water purification and agricultural construction before starting his company in 1986. With its roots firmly in the agricultural community, Travis Ag is diversified and offers complete utility contracting with an experienced work force. The company now employs thirty full time employees, many of whom have been with the company since it began.

Travis Agricultural Construction, Inc., a Licensed General Engineering Contractor, provides site work including dry and wet utilities, general excavation and drainage. Our company is involved in new construction as well as maintenance service for public and private water companies. Travis Ag is well established in Ventura and Santa Barbara Counties with a solid customer base established through personal referral.

Jack McCormick, Estimator and Project Manager since 1998 earned his B. S. in Environmental Horticulture at Cal Poly, has fourteen years experience in the agricultural and construction industry.



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: **Cash Contract No. 404**
Rincon Point Offsite Improvements and Pump Station Project
DATE: August 6, 2013

REQUESTED ACTION: That the Board approve Cash Contract No. 404 for the Rincon Point Offsite Improvements and Pump Station Project between the Carpinteria Sanitary District and Tierra Contracting, Inc. of Santa Barbara, California.

FUNDING SOURCE: AD 2007-1 / Prop 84 Clean Beaches Initiative Grant

BACKGROUND: The Board of Directors approved issuance of a Notice of Award for the subject project to Tierra Contracting, Inc. (Tierra) at its July 16, 2013 regular meeting. Notice was sent to Tierra on July 17, 2013 with two copies of the Contract Agreement. Tierra returned executed copies of the agreement, together with the requisite performance and payment bonds and certificates of insurance. The bonds and insurance certificates have been reviewed to verify compliance with contract requirements. The total contract amount will be **\$1,459,771**. Once the Contract Agreement is executed by the Board, Notice to Proceed (NTP) will be issued to Tierra. The contract performance period is 140 working days from the NTP date. Liquidated damages will apply for schedule noncompliance.

RECOMMENDATION: Staff recommends that the Board approve and execute Cash Contract No. 404 between the District and Tierra Contracting, Inc. for the Rincon Point Offsite Improvements and Pump Station Project.

SUGGESTED MOTION: I move that the Board approve and execute Cash Contract No. 404 between the District and Tierra Contracting, Inc. for the Rincon Point Offsite Improvements and Pump Station Project.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachment: Cash Contract No. 404
P:\Board\Staff Reports\2013\08-06-13\CC404_Tierra.doc

DOCUMENT 00520

AGREEMENT FORM

CASH CONTRACT NO. 404

THIS AGREEMENT is by and between the Carpinteria Sanitary District (hereinafter called OWNER) and Tierra Contracting, Inc

(Hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construction of the Rincon Point Offsite Improvements and Rincon Point Pump Station together with all appurtenant work and facilities, as shown on the Drawings and as specified herein. Construct approximately 1,360 linear feet of 8-inch diameter gravity sewer and four (4) concrete sewer manholes in City of Carpinteria right of way; horizontal directionally drill 2,900 linear feet of 4-inch diameter HDPE force main and construct bridge crossing of UPRR right of way in US 101 right of way; and construction of a sewage pump station, utility building and appurtenances. The project also includes potholing existing utilities, pipeline cleaning, CCTV inspection and video recording, traffic control, surface restoration and ancillary work as herein specified and as shown on the Drawings.

ARTICLE 2 - WORK

2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for completion of the Project. CONTRACTOR shall attend the preconstruction conference on the time and date indicated in the Notice to Proceed.

ARTICLE 3 - ENGINEER

3.01 The ENGINEER, Penfield & Smith, is to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, unless otherwise modified in the Supplementary Conditions.

ARTICLE 4 - CONTRACT TIMES

4.01 Time is of the Essence:

A. All time limits for Milestones, if any, completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage:

A. Pursuant to Section 20104.50 of California Public Contract Code, OWNER shall make progress payments within 30 days after receipt of CONTRACTOR'S undisputed and properly submitted Application for Payment less amounts which are authorized to be reserved or retained by state law and in accordance with paragraphs 6.02.A.1 and 6.02.A.2 below and paragraph 14.02.D of the General Conditions. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage). Additional retainage may not be deducted when the work is 50 percent complete per 6.02.A.1 .a, above.

2. Upon completion, OWNER may pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less up to 150 percent of ENGINEER'S estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of completion or alternatively, in dispute.

B. Pursuant to Section 22300 of California Public Contract Code, CONTRACTOR has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings required to be withheld by OWNER. For Escrow Agreement see Document 00602.

6.03 Final Payment:

A. Upon completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with paragraph 14.07 of the General Conditions.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the legal rate unless otherwise specified according to California law.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions,

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR,

information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. Invitation to Bid, Document 00100;
2. Instructions to Bidders, Section 00200;
3. List of Subcontractors, Document 00434;
4. List of Equipment Manufacturers, Section 00436;
5. Contractor's Qualification Statement, Document 00451A;
6. Equal Opportunity Program Certificate, Document 00452;
7. Noncollusion Declaration, Document 00456;
8. Certification of Drug-Free Workplace Requirements, Document 00458;
9. This Agreement, Document 00520;
10. Construction Performance Bond, Document 00612;
11. Labor and Materials Bond, Document 00614;
12. Guaranty Bond, Document 00618;
13. General Conditions, Document 00700;
14. Supplementary Conditions, Document 00800;
15. Specifications; Sections C1, C2 and C3;
16. Permits and Appendices;
17. Drawings;
18. Addenda (numbers __1__ to __1__ , inclusive);

10. Exhibits to this Agreement (enumerated as follows):

- a. CONTRACTOR'S Bid Form, Document 00410;
- b. Escrow Agreement for Security Deposits in Lieu of Retention,
Document 00602;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed, Document 00550;
- b. Written Amendments;
- c. Work Change Directives;
- d. Field Order(s).

B. There are no Contract Documents other than those listed above in this Article 9.

C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

D. All of the Contract Documents are incorporated herein by reference as if fully set forth.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Pursuant to California Labor Code Section 1770 et seq., Contractor and any

subcontractors shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.

10.06 In accordance with Section 1775, California Labor Code, CONTRACTOR shall forfeit to OWNER, as a penalty, not more than \$200 for each day, or portion thereof, for each worker paid, either by CONTRACTOR or any subcontractor, less than the prevailing rates as determined by the Director of California Department of Industrial Relations for the Work.

10.07 In the performance of the Work, a day's work shall be eight (8) hours of labor in any workday and forty (40) hours in any work week and any other work as required by Section 510, California Labor Code, and CONTRACTOR shall further conform to the requirements of Section 1813, California Labor Code, or forfeit to OWNER, as a penalty, the sum of \$25 for each worker employed in the execution of the Work by CONTRACTOR or any subcontractor, for each day during which any worker is required or permitted to labor more than eight (8) hours in any workday or more than forty (40) hours in any one calendar week in violation of Section 510.

10.08 CONTRACTOR shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by Section 3700, California Labor Code.

10.09 Contractor and each of its subcontractors shall keep accurate payroll records and otherwise comply with the provisions of California Labor Code Section 1776, which are incorporated herein by reference as if fully set forth.

10.10 In accordance with California Labor Code Section 6705, excavation of any trench or trenches 5 feet or more in depth, involving estimated expenditures in excess of \$25,000 shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection prepared by a registered civil or structural engineer. Contractor shall submit said detailed plan to OWNER for OWNER to accept.

10.11 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

10.12 All provisions of law which are required to be set forth in the Contract Documents are, if not otherwise specifically enumerated in these Contract Documents, incorporated by reference herein as if fully set forth.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on August 6, 2013 (which is the Effective Date of the Agreement).
D

OWNER

By: _____

Attest: _____

Address for giving notices:

Designated Representative:

Name Craig Murray

Title: General Manager

Address: 5300 Sixth Street
Carpinteria, CA 93013

Phone: (805) 684-7214 x12

Facsimile: (805) 684-7213

CONTRACTOR

By: _____

Attest: _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

**SUBJECT: Multi-Agency Agreement for Cooperative Use of a Safety and Training Officer
2013 Update**

DATE: August 6, 2013

REQUESTED ACTION: Board review and authorization to enter into an agreement with Goleta West Sanitary District, Ojai Valley Sanitary District and Ventura Regional Sanitation District for the cooperative employment and utilization of a joint Safety and Training Officer.

FUNDING SOURCE: Joint funding of all associated costs based on formula set forth in agreement.

BACKGROUND: In 2007 the District entered into a cooperative agreement with four other local sanitary districts to jointly employ a Safety and Training Officer. The original partners included the Goleta West Sanitary District (GWSD), the Montecito Sanitary District (MSD), the Ojai Valley Sanitary District (OVSD), the Summerland Sanitary District (SSD) and our agency.

The program has been successful, with a dedicated safety professional providing service to the partner agencies since 2007. Each district is now fully compliant with OSHA requirements and ongoing safety training is being provided. To date, Carpinteria Sanitary District has served as the host agency and the direct employer of the Safety and Training Officer. Costs for the entire program (fully burdened labor costs, vehicle expenses, training, etc.) are accounted for and apportioned fairly amongst the agencies. Each participating agency pays their contribution to the District early in the program year based on a budget estimate agreed to by the parties. The District receives an administrative fee to cover incidental costs associated with employment. No change to this arrangement is proposed.

An update to the original agreement is now proposed, to reflect the current composition of the cooperative partnership. SSD dropped out of the group after two years of participation, but due to the very small size of their agency this had little fiscal impact on the other partners. Effective July 1, 2013, MSD elected to discontinue participation in the cooperative. This would have had a more significant impact on the three remaining agencies, and collectively the remaining agency managers approached other local governmental agencies to find a new partner or partners.

Ventura Regional Sanitation District (VRSD) showed interest in the safety co-op. Following a series of meetings amongst the managers, and with the Safety and Training Officer, they committed to participation in the co-op. VRSD is a much larger agency, with 65 employees, and based on the agreement's cost apportionment formula they will pay a significant portion of the annual costs in the upcoming fiscal year. This is reasonable given their immediate compliance needs, as compared to the current partners at this time. The agreement contains a provision that allows for periodic review of the apportionment formula, if this is deemed appropriate in the future.

Attached is an updated Agreement for the Cooperative Use of a Safety and Training Officer between the four participating agencies. The management group felt it was appropriate to have each of the agency Boards consider the agreement, which had not changed since 2007.

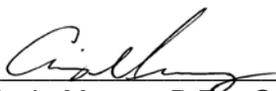
Employee safety remains of paramount importance and this program continues to offer the District a reliable, long-term compliance approach at a reasonable overall cost.

RECOMMENDATION: It is recommended that the Board review the proposed multi-agency agreement for the cooperative use of a Safety and Training Officer and authorize the General Manager to enter into the agreement on the District's behalf.

SUGGESTED MOTION: I move that the Board authorize the General Manager to enter into the proposed multi-agency agreement for the cooperative use of a Safety and Training Officer.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By:  _____
Craig Murray, P.E. - General Manager

Attachments: 2013 Agreement for the Cooperative Use of a Safety and Training Officer

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**AGREEMENT BETWEEN THE CARPINTERIA SANITARY DISTRICT,
GOLETA WEST SANITARY DISTRICT, OJAI VALLEY SANITARY
DISTRICT, AND VENTURA REGIONAL SANITATION DISTRICT
FOR THE COOPERATIVE USE OF A
SAFETY AND TRAINING OFFICER**

Recitals

A. This Agreement is between the Carpinteria Sanitary District of Santa Barbara County, California (hereinafter referred to as “CSD”), Goleta West Sanitary District of Santa Barbara County, California (hereinafter referred to as “GWSD”) Ojai Valley Sanitary District of Ventura County, California (hereinafter referred to as “OVSD”), and Ventura Regional Sanitation District (hereinafter referred to as “VRSD”). CSD, GWSD, OVSD and VRSD shall collectively be referred to as the “Parties.”

B. The Parties believe it is in their individual and collective interest to jointly fund, make use of, and direct the activities of the Safety and Training Officer (hereinafter referred to as the “Officer”) for the purpose of developing, coordinating, and implementing employee safety programs for each of the parties hereto in order to meet state and federal OSHA requirements. Since none of the Parties requires the services of a full-time Safety and Training Officer, the Parties have agreed to share, pursuant to the terms of this Agreement, the use of the Officer to provide services at a reasonable cost to each Party.

Agreement

The Parties hereto agree:

1.0 Purpose

1.1 The purpose of this Agreement is to provide for the engagement of an Officer to assist in developing, coordinating and implementing employee safety programs meeting State and Federal OSHA requirements; developing and implementing on-going programs for instruction on work-related procedures,

safety and professional development; developing safety policies and procedures; and making recommendations to supervisory personnel relating to safe working conditions and procedures. This Agreement also serves to specify the Parties' administrative needs and decision-making process in regard to employment of an Officer.

1.2 This Agreement is made for the sole and exclusive benefit of the Parties to this Agreement. Nothing in this Agreement is intended to, nor does it, grant or bestow any benefit on the Officer or any other third party who is not a signatory to the Agreement.

2.0 Term of Agreement

This Agreement shall commence upon its effective date as defined in section 7.0 and shall continue in effect until it is terminated pursuant to Section 6.0.

3.0 Administration

3.1 The Parties shall jointly cooperate and bear equally any costs associated with the screening of candidates for the Officer position. A "host agency" shall employ an Officer to provide services to each of the parties. None of the other parties will be considered an employer of the Officer.

3.2 The Officer shall be an employee of the host agency and shall receive the same benefits as the host agency employees, including workers' compensation coverage. Salary and benefit adjustments for the Officer will be made at the same time the host agency's other employees receive adjustments. The Officer shall receive the same salary and benefit adjustments as host agency employees. The Officer may also receive additional benefits and salary merit increases if approved by a majority of Parties.

3.3 The General Manager ("Manager") of the host agency will be the Officer's supervisor and shall be responsible for conducting a formal performance review of the Officer on an annual basis. The Manager of the host agency shall

have the ultimate authority for the conduct and outcome of the performance review. The General Managers of each of the Parties (the “Managers Group”) will provide input and assistance in the preparation and conduct of this review. The Officer shall be subject to the same employment rules and regulations as other employees of the host agency.

3.4 The Manager of the host agency shall allocate the time of the Officer in the performance of the Officer’s duties in approximate proportion to the respective percentages set forth in the column entitled “Total Percentage” in Section 3.5.

3.5 The Parties shall pay for all costs (“Total Cost”) associated with the Officer, as follows: (a) the first twenty percent (20%) of the Total Cost shall be divided equally among the parties, and (b) the remaining eighty percent (80%) of the Total Cost shall be divided among the Parties based upon the respective percentages set forth in the “% of Total No. of Employees” column in Table 1. Strictly for purposes of example, if the Total Cost represents \$100,000, the CSD would contribute: (a) \$5,000 (representing one-fourth of the first twenty percent); and (b) \$12,080 (representing 15.1% of the remaining eighty percent). The overall result is that CSD would pay approximately 17.1% of the Total Cost, as reflected in the “Cost Sharing Percentage” column in Table 1. “Total Cost” is defined as the complete burdened cost associated with the host agency’s employment of the Officer, including all salary and benefits, together with the administrative and clerical support overhead costs as set forth in Section 3.9 and any additional insurance costs as set forth in Section 5.3. For the purposes of Table 1 the Officer is not considered an employee of the host agency.

Table 1

	No. of Employees	% of Total No. of Employees	Cost Sharing Percentage
TOTAL	106	100%	100%
CSD	16	15.1%	17.1%
GWSD	6	5.7%	9.5%
OVSD	19	17.9%	19.3%
VRSD	65	61.3%	54.1%

These percentages shall be periodically reviewed by the Manager's Group.

3.6 Annual payments to the host agency by each of the other Parties for the next fiscal year shall be made, in advance, by August 31st and upon receipt of invoice from the host agency. Annual payments are intended to cover costs for an entire fiscal year. No partial refunds of annual payments made by any party shall be granted. On at least a quarterly basis, the Managers Group shall meet to review the progress of work and the allocation of time and expenditures. If for any reason any of the Parties decide to terminate their participation in this Agreement, the Parties that still participate shall pay for all costs of the Officer utilizing the same calculation method described in Section 3.5, adjusted to reflect a lesser number of Parties. Any Party which decides to terminate its participation in the Agreement shall be responsible and pay for all its share of Total Costs incurred prior to the effective date of its termination, consistent with Section 6.0.

3.7 The Managers Group will determine how to replace the individual in the Officer position if the need arises.

3.8 If for any reason the host agency decides it no longer wishes to serve as the host, it shall provide six (6) months' written notice to all Parties and the Managers Group will meet to discuss alternatives and determine which other Party will serve as host agency.

3.9 The host agency shall supply administrative and clerical support to the Officer and consequently incur administrative and overhead costs. The host agency shall recover these costs by charging the Parties to this Agreement a total of eight percent (8%) of the Officer's salary for administrative support. This percentage and the administrative support will be periodically reviewed by the Managers Group and modified if a majority of Managers agree.

3.10 CSD shall serve as "host agency" unless and until a different signatory is designated as "host agency by the Managers Group.

4.0 Officer Duties

4.1 The Officer shall develop and implement ongoing programs by providing instruction on work-related procedures, safety, and professional development; as well as develop policies and procedures, and provide recommendations to supervisory personnel concerning safe working conditions and procedures.

4.2 Under the general supervision of the Manager of the host agency, and direction of the Managers Group, the Officer shall perform duties in accordance with the attached job description for the Officer position.

4.3 By May 1 of each year the Officer shall complete an annual work plan which indicates what activities and schedule are anticipated for the coming fiscal year for each of the Parties and an annual budget for equipment and supplies.

4.4 The Officer shall complete a quarterly report on work activities accomplished. The quarterly report shall be furnished to each of the Parties.

5.0 Indemnification and Insurance

5.1 It is the intent of the Parties to this Agreement that each Party shall bear the legal responsibility for any liability arising from the work performed by the

Officer for that Party, and each Party shall defend and hold each of the other Parties harmless with regard to any liability arising from such work.

5.2 No Party to this Agreement, nor any officer, director, agency, or employee thereof, shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by the Officer for a particular Party to this Agreement, whether or not the work by the Officer was physically undertaken within the geographical jurisdiction of that Party. It is also understood and agreed that pursuant to California Government Code Section 895.4, or any other applicable provision of law, the Party for whom such services are being provided shall fully indemnify and hold harmless the other Parties from any liability imposed upon the other Parties for injury to persons or property occurring by reason of anything done or omitted to be done by the Officer while providing such services for said Party

5.3 Each Party agrees to name the other Parties to this Agreement as additional insureds on applicable liability insurance policies held by them providing coverage for bodily injury and property damage for liability arising out of the performance of this Agreement, and to furnish to the other parties a certificate or certificates of insurance evidencing such coverage. The host agency shall supply automobile insurance for the Officer, or include the Officer within its automobile liability policy(ies), with the other Parties named as additional insureds. The cost of such policy(ies) shall be included within the "Total Cost" of the Officer as set forth in Section 3.5.

5.4 Any liability arising from the employment of the Officer by the host agency or otherwise arising under this Agreement which is not addressed pursuant to Section 5.2 shall be apportioned among the Parties to this Agreement in a pro rata fashion (based on the Total Percentage column set forth in Section 3.5 herein), including, but not limited to, liabilities or costs arising out of employment claims,

Workers' Compensation claims, and/or disability retirement costs, and the costs associated with tendering or administering any such claims.

6.0 Termination

This Agreement may be terminated by the mutual written agreement of all Parties. A Party may terminate its participation in this Agreement effective June 30 of any year by providing notice no later than the preceding January 1.

7.0 Effective Date

The effective date of this Agreement shall be July 1, 2013.

8.0 Additional Parties

Additional Parties may be added to this Agreement, provided that written authorization is received from all Parties hereto. Additional Parties shall share in the Total Costs and bear all obligations as set forth herein.

9.0 Governing Law

This Agreement will be construed and interpreted in accordance with the laws of the State of California. Any dispute between the Parties hereto shall be filed and heard in the County of Santa Barbara.

10.0 Recitals

The foregoing recitals are incorporated by reference into this Agreement.

11.0 Severability

If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

As set forth by the following:

CARPINTERIA SANITARY DISTRICT

By: _____
Craig Murray, General Manager

GOLETA WEST SANITARY DISTRICT

By: _____
Mark Nation, General Manager/Superintendent

OJAI VALLEY SANITARY DISTRICT

By: _____
Jeff Palmer, General Manager

VENTURA REGIONAL SANITATION DISTRICT

By: _____
Mark Lawler, General Manager



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Contract Document Acceptance and Authorization to Solicit Bids
Collection System Rehabilitation Project – Cash Contract No. 410**

DATE: August 6, 2013

REQUESTED ACTION: That the Board accept the Contract Documents for the Collection System Rehabilitation Project prepared by District staff and authorize solicitation of bids for construction.

FUNDING SOURCE: CIP Fund (Authorized FY 2012/13)

BACKGROUND: Over the past several years the District has undertaken a comprehensive program to clean and video inspect its entire wastewater collection system. Review of the video data and the defect coding information culminated in a prioritized list of pipelines for repair and/or rehabilitation. This effort spanned an extended period of time and involved various levels of review to ensure that the pipes with the most severe defects, and those that presented the greatest risk of failure or blockage, rose to the top of the priority list.

The current remedial project will involve trenchless rehabilitation of approximately 16,000 linear feet of gravity sewer pipeline within our collection system. The work is specified to require the cured in place pipe (CIPP) method for pipe rehabilitation, however, pipebursting will be allowed for a number of pipe segments with excessive mineral scale deposits in the Padaro Lane area. The bulk of the pipes scheduled for renewal are 8-inch diameter vitrified clay.

CIPP lining involves the installation of a woven felt tube, impregnated with thermosetting polyester or epoxy resin, that is inflated to fit tight to the interior wall of an existing pipe. Heat is used to cure the resin and the result is a “pipe within a pipe” that has the full structural integrity of a new pipe. Robotic cutters are used to reinstate the existing lateral connections.

This is the first phase of a multi-phase pipeline rehabilitation program. There are a number of qualified CIPP lining contractors in the region and pricing on similar projects remains favorable at this time. A total of \$750,000 was authorized by the Board for this phase of the project. Copies of the contract documents – plans and specifications – are available for review at the District office.

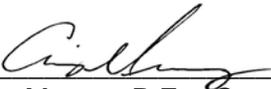
If approved and authorized for bidding, a public advertisement and bid process will be undertaken. A 90 working day contract period has been established which would set a target completion date in the first quarter of 2014.

RECOMMENDATION: Staff recommends that the 100% complete Contract Documents for the Collection System Rehabilitation Project be accepted and that authorization be given to advertise and solicit bids for construction.

SUGGESTED MOTION: I move that the Board accept the 100% complete Contract Documents for the Rincon Point component of the Collection System Rehabilitation Project and that authorization be given to advertise and solicit bids for construction.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By:  _____
Craig Murray, P.E. - General Manager

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**CARPINTERIA SANITARY DISTRICT
CSD BUDGET DETAIL**

June 2013

Account Number	Description	2012/2013 Budget	Y-T-D Estimate	Y-T-D Actual	Percentage YTD		Current Month	Notes
					Y-T-D Variance	Unexpen. Balance		
<u>Personnel Expenses</u>								
5010	Regular Salaries	1,342,700	1,342,700	1,249,146	93,554	93,554	93%	126,548
5030	Overtime	12,500	12,500	6,563	5,937	5,937	53%	416
5040	Special Duty Pay	36,800	36,800	36,583	217	217	99%	3,939
5050	Directors' Fees	17,500	17,500	13,150	4,350	4,350	75%	1,150
	Total Wages	1,409,500	1,409,500	1,305,443	104,057	104,057	93%	132,053
<u>Employee Benefits</u>								
5111	PERS	241,700	241,700	237,583	4,117	4,117	98%	18,246 Retro Payment
5112	Social Security	105,700	105,700	94,948	10,752	10,752	90%	9,933
5120	Medical Insurance	180,200	180,200	163,596	16,604	16,604	91%	(155)
5121	Retiree Health Benefit/GASB 45	0	0	0	0	0	0%	0
5122	Unemployment Insurance	7,400	7,400	4,444	2,956	2,956	60%	0
5124	Long-Term Disability	9,100	9,100	8,319	781	781	91%	0
5126	Life Insurance	4,500	4,500	4,007	493	493	89%	0
5127	Dental/Vision Self Funding Plan	42,500	42,500	30,655	11,845	11,845	72%	4,935
5128	Workers' Compensation	46,200	46,200	45,627	573	573	99%	0
5132	Employee Physicals & First Aid	2,400	2,400	1,621	779	779	68%	0
	Total Employee Benefits	639,700	639,700	590,800	48,900	48,900	92%	32,959
	TOTAL PERSONNEL	2,049,200	2,049,200	1,896,243	152,957	152,957	93%	165,012
<u>General Expenses</u>								
5210	Departmental Expense	12,500	12,500	8,910	3,590	3,590	71%	395
5215	Office Supplies	8,000	8,000	4,942	3,058	3,058	62%	633
5222	Directors Confs, Training & Misc.	15,000	15,000	12,892	2,108	2,108	86%	16
5226	Directors Election Expense	10,000	10,000	250	9,750	9,750	0%	0
5228	Directors Dental/Vision	12,500	12,500	8,875	3,625	3,625	71%	218
5231	District Liability Insurance	69,500	69,500	73,881	(4,381)	(4,381)	106%	0
5241	Uniform Expenses	12,000	12,000	13,787	(1,787)	(1,787)	115%	884 Uniform for New Employee
5242	Memberships and Dues	23,200	23,200	21,557	1,643	1,643	93%	618
5244	Conference & Training	21,000	21,000	15,858	5,142	5,142	76%	697
5246	Employee Education Reimb.	2,500	2,500	162	2,338	2,338	6%	0
5260	Vehicle Fuel Expenses	16,600	16,600	15,759	841	841	95%	1,556
5265	Employee Mileage Reimb.	2,000	2,000	1,436	564	564	72%	238
5270	Equipment Rental and Leases	4,700	4,700	3,804	896	896	81%	288
5290	Licenses and Permits	25,000	25,000	14,610	10,390	10,390	58%	0
	Total General	234,500	234,500	196,725	37,775	37,775	84%	5,543
<u>Environment & Monitoring</u>								
5310	Monitoring-Equipment Expense	27,500	27,500	19,772	7,728	7,728	72%	4,819
5320	Monitoring-Lab Work	15,500	15,500	12,287	3,213	3,213	79%	3,449
5330	Prop. 65 Clean-Up Expense	10,000	10,000	0	10,000	10,000	0%	0
	Total Environment & Monit.	53,000	53,000	32,058	20,942	20,942	60%	8,267
<u>Utilities</u>								
5410	So. California Gas	1,800	1,800	1,295	505	505	72%	87
5420	So. California Electric	184,000	184,000	186,050	(2,050)	(2,050)	101%	20,364 Rate Change by SCE
5430	Telephone	10,700	10,700	8,248	2,452	2,452	77%	569
5440	Water	12,100	12,100	11,895	205	205	98%	1,995
5450	Rubbish	5,000	5,000	4,587	413	413	92%	367
5480	Underground Service Alert	800	800	521	280	280	65%	39
5490	Building Alarm System	700	700	620	80	80	89%	0
	Total Utilities	215,100	215,100	213,216	1,884	1,884	99%	23,422

**CARPINTERIA SANITARY DISTRICT
CSD BUDGET DETAIL**

June 2013

Account Number	Description	2012/2013 Budget	Y-T-D Estimate	Y-T-D Actual	Percentage YTD		100% Expended Balance (%)	Current Month	Notes
					Y-T-D Variance	Unexpen. Balance			
<u>Sludge Disposal</u>									
5470	Sludge Disposal	125,000	125,000	108,369	16,631	16,631	87%	14,184	
	Total Sludge Disposal	125,000	125,000	108,369	16,631	16,631	87%	14,184	
<u>Supplies & Equipment</u>									
5510	General Supplies	15,000	15,000	15,487	(487)	(487)	103%	360	
5521	Odor Control Chemicals	35,000	35,000	28,375	6,625	6,625	81%	24,443	
5522	Chlorine-SO2	120,000	120,000	96,817	23,183	23,183	81%	10,776	
5524	Polymers	26,000	26,000	23,842	2,158	2,158	92%	652	
5525	Tools/Small Parts	4,300	4,300	4,423	(123)	(123)	103%	0	
5526	Fuel, Diesel, Lubricants	6,500	6,500	2,041	4,459	4,459	31%	(2,295)	
5527	Safety Equipment	5,700	5,700	4,864	836	836	85%	1,200	
	Total Supplies & Equipment	212,500	212,500	175,848	36,652	36,652	83%	35,136	
<u>Repairs & Maintenance</u>									
5610	Equipment (minor)	19,300	19,300	12,012	7,288	7,288	62%	2,850	
5620	Building Maintenance	8,000	8,000	4,378	3,622	3,622	55%	1,281	
5630	Grounds Maintenance	3,500	3,500	2,366	1,134	1,134	68%	0	
5640	Vehicles Maintenance	11,600	11,600	9,916	1,684	1,684	85%	406	
5650	Treatment Plant Maintenance	45,000	45,000	41,882	3,118	3,118	93%	9,269	
5680	Pump Station Maintenance	9,000	9,000	8,270	730	730	92%	0	
5690	Collection System Maintenance	82,000	82,000	61,908	20,092	20,092	75%	9,655	
	Total Repairs & Maint.	178,400	178,400	140,732	37,668	37,668	79%	23,461	
<u>Professional Services</u>									
5821	Accounting (Annual Audit)	8,800	8,800	8,800	0	0	100%	0	
5831	Legal Counsel	24,000	24,000	27,806	(3,806)	(3,806)	116%	5,592	
5843	Computer-Related Expenses	25,500	25,500	21,437	4,063	4,063	84%	1,095	
5844	SCADA Related Expenses	20,000	20,000	19,912	88	88	100%	0	
5847	Public Relations	15,000	15,000	9,214	5,786	5,786	61%	0	
5849	Professional Services	24,000	24,000	5,168	18,833	18,833	22%	1,223	
5851	Payroll Service-Paychex	4,600	4,600	4,200	400	400	91%	321	
5855	IDP/Monitoring Source Control	500	500	0	500	500	0%	0	
	Total Professional Services	122,400	122,400	96,537	25,863	25,863	79%	8,231	
<u>Other Expenses</u>									
6020	Admin Charges-SB County	10,000	10,000	5,672	4,328	4,328	57%	0	
6030	Debt Services Administration Fee	3,200	3,200	1,400	1,800	1,800	44%	0	
6031	LAFCO Pro-Rata Costs	3,800	3,800	3,023	777	777	80%	0	
6032	Regional Grant/Planning Costs	1,000	1,000	475	525	525	48%	0	
	Total Other Expenses	18,000	18,000	10,570	7,430	7,430	59%	0	
GRAND TOTALS		3,208,100	3,208,100	2,870,299	337,801	337,801	89%	283,257	

CARPINTERIA SANITARY DISTRICT
CAPITAL IMPROVEMENT PROJECT (CIP) EXPENDITURES
FY 2012/2013

Date: June 2013

CIP No.	Funding Source	Description	Project Starting Date	Budget	Project Cost to Date	% Expended	YTD Expense	MTD Expense	Variance	Comments
P-118	CIP/DIF	Bluffs Sewer Relocation Project	7/1/2008	\$ 2,300,000	2,033,317	88%	17,886	0	266,683	Completed 3/31/2013
P-132	CIP	Plum Street Sewer Replacement Project	7/1/2010	\$ 1,000,000	74,281	7%	10,303	0	925,719	In Design
P-138	CIP	Aerobic Digester Preliminary & Final Design	3/1/2012	\$ 350,000	384,793	110%	282,131	0	-34,793	In Design
P-139	CIP	Lift Station # 3 Pump Replacement	7/1/2012	\$ 20,000	19,187	96%	19,187	0	813	Completed 11/30/2012
P-140	CIP	Polymer Blending System	7/1/2012	\$ 13,000	12,638	97%	12,638	0	362	Completed 3/31/2013
P-141	CIP	Headworks Mechanical Bar Screen Overhaul	8/1/2012	\$ 65,000	60,802	94%	60,802	0	4,198	Completed 12/31/2012
P-142	CIP	Plant Air Compressor Replacement		\$ 35,000	23,231	66%	23,231	0	11,769	Completed 4/15/2013
	CIP	Collection System Rehabilitation Project-Phase 1		\$ 750,000	0	0%	0	0	750,000	
	CIP	Carpinteria Creek Suspended Line Crossing Restoration		\$ 200,000	0	0%	0	0	200,000	
Totals					4,733,000	2,608,249		426,178	0	2,124,751

Assessment District 2007-1 Projects

CIP No.	Funding Source	Description	Project Starting Date	Budget	Project Cost to Date	% Expended	YTD Expense	MTD Expense	Variance	Comments
P-201	Bonds	Rincon Point, Zone A	4/1/2009	\$ 5,281,217	877,918	17%	207,911	11,637	4,403,299	Bidding
P-202	Bonds	Sandyland Cove, Zone B	4/1/2009	\$ 1,464,519	1,754,739	120%	96,921	0	-290,220	Completed June 2013
P-203	Bonds	Sandpoint Road, Zone C	4/1/2009	\$ 963,928	1,121,950	116%	54,646	0	-158,022	Completed June 2013
Totals					\$ 7,709,664	3,754,606		359,477	11,637	3,955,058