



**CITY COUNCIL MEETING
AGENDA SUMMARY**

Tuesday, September 26, 2023

CLOSED SESSION MEETING 5:00 P.M.

REGULAR MEETING 6:00 P.M.

In person at:

Arroyo Grande City Council Chambers
215 E. Branch Street, Arroyo Grande, CA 93420

AND via Zoom at:

<https://us02web.zoom.us/j/86752345420>

Please click the link above to join the Zoom Meeting:

Webinar ID: 867 5234 5420

Or by Telephone: 1-669-900-6833; 1-346-248-7799

This City Council meeting is being conducted in a hybrid in-person/virtual format. Members of the public may participate and provide public comment on agenda items during the meeting in person at the location identified above, by joining the Zoom meeting, or by submitting written public comments to the Clerk of the Council at publiccomment@arroyogrande.org. Meetings will be broadcast live on Channel 20 and streamed on the City's website and www.slo-span.org.

CLOSED SESSION MEETING 5:00 P.M.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. PUBLIC COMMENT ON CLOSED SESSION ITEMS**
- 5. CLOSED SESSION**

The City Council will recess to a closed session for the following and will report any reportable action at the City Council Regular meeting at 6:00 p.m.:

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 potential case.

6. ADJOURNMENT

REGULAR MEETING 6:00 P.M.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. MOMENT OF REFLECTION**
- 4. FLAG SALUTE**

5. AGENDA REVIEW

5.a Closed Session Announcements

City Attorney Rosen will announce any reportable action from the following:

September 26, 2023 Closed Session Meeting:

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION:

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 potential case.

5.b Ordinances read in title only

Recommended Action:

Move that all ordinances presented at the meeting shall be read by title only and all further readings be waived.

6. SPECIAL PRESENTATIONS

6.a Honorary Proclamation Recognizing Domestic Violence Awareness Month

6.b Honorary Proclamation Declaring Fire Prevention Week

**6.c Interim City Manager Communications
(ROBESON)**

Recommended Action:

Receive correspondence/comments as presented by the Interim City Manager and Provide direction, as necessary.

7. CITY COUNCIL REPORTS

7.a MAYOR RAY RUSSOM:

1. California Joint Powers Insurance Authority (CJPIA)
2. Central Cost Blue Regional Recycled Water Authority Board
3. San Luis Obispo County Mayor's Meeting
4. South San Luis Obispo County Sanitation District (SSLOCSD)
5. Other

7.b MAYOR PRO TEM BARNEICH:

1. Audit Committee
2. Homeless Services Oversight Council (HSOC)
3. Zone 3 Water Advisory Board
4. Other

7.c COUNCIL MEMBER GEORGE:

1. Five Cities Fire Authority
2. Tourism Business Improvement District Advisory Board
3. Visit SLO CAL Advisory Board
4. Other

7.d COUNCIL MEMBER GUTHRIE:

1. County Water Resources Advisory Committee (WRAC)
2. Council of Governments/Regional Transit Authority/ South County Transit (SLOCOG/SLORTA/SCT)
3. Integrated Waste Management Authority Board (IWMA)
4. REACH Economic Development Roundtable
5. Other

7.e COUNCIL MEMBER SECREST:

1. Air Pollution Control District (APCD)
2. South County Chambers of Commerce Arroyo Grande Business Meeting
3. South County Chambers of Commerce Governmental Affairs Committee
4. Other

8. COMMUNITY COMMENTS AND SUGGESTIONS

This public comment period is an invitation to members of the community to present issues, thoughts, or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters that are within the jurisdiction of the City Council. Members of the public may provide public comment in-person or remotely by joining the Zoom meeting utilizing one of the methods provided below. Please use the “raise hand” feature to indicate your desire to provide public comment.

- Click the link below to join the webinar: <https://us02web.zoom.us/j/86752345420>; Webinar ID: 867 5234 5420
- Or by Telephone: 1-669-900-6833; 1-346-248-7799
Press * 9 to “raise hand” for public comment

The Brown Act restricts the Council from taking formal action on matters not published on the agenda. In response to your comments, the Mayor or presiding Council Member may:

- Direct City staff to assist or coordinate with you.
- A Council Member may state a desire to meet with you.
- It may be the desire of the Council to place your issue or matter on a future Council agenda.

Please adhere to the following procedures when addressing the Council:

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

9. CONSENT AGENDA

The following routine items listed below are scheduled for consideration as a group. The recommendations for each item are noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Council Member may request that any item be withdrawn from the Consent Agenda to permit discussion or change the recommended course of

action. The City Council may approve the remainder of the Consent Agenda on one motion.

9.a Consideration of Cash Disbursement Ratification
(VALENTINE)

Recommended Action:

1) Ratify the attached listing of cash disbursements for the period of August 16 through August 31, 2023; 2) Determine that ratifying the cash disbursements is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

9.b Consideration of a Homeless Service Grant Agreement with 5Cities Homeless Coalition
(VALENTINE)

Recommended Action:

1) Review the proposal from 5CHC and authorize the Interim City Manager to execute a Grant Agreement between the City and 5CHC for Winter Shelter Support in the City subject to any, minor, technical, or non-substantive changes as approved by the Interim City Manager and City Attorney that effectuates City Council's intent; 2) Make findings that approval of an agreement and expenditure of funds is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

9.c Approval of Minutes
(MATSON)

Recommended Action:

Approve the minutes of the Regular City Council Meeting of September 12, 2023, as submitted.

9.d Authorize Change Order No. 3 to Quincon, Inc. for Construction of the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation Project, PW 2020-08
(KAHN)

Recommended Action:

1) Authorize the City Manager to execute Change Order No. 3 with Quincon, Inc. for the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation project, 2) Approve a budget adjustment request in the amount of \$51,662; and 3) Make findings that Caltrans, as lead agency, has determined that the project is categorically excluded from the requirements to prepare and Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA) pursuant to 23 CFR 771.117(d): activity (d)(13) covering bridge rehabilitation that avoids an adverse effect to historic properties under the National Historic Preservation Act

9.e Consideration of Three Action Items for the Traffic Way Bridge Replacement Project 1) Adoption of Mitigated Negative Declaration; 2) Approve a Contract for Consulting Services with Hamner Jewell Associates; and 3) Approve a Program Supplement Agreement
(KAHN)

Recommended Action:

1) Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program for the Traffic Way Bridge Replacement Project and instructing the City Clerk to file a Notice of Determination; 2) Approve and authorize the Mayor to execute City's standard Professional Services Agreement for Consultant Services with Hamner Jewell Associates to provide Right-of-Way Services for the Traffic Way Bridge Replacement Project in substantially final form (subject to minor revisions as approved by the City Manager consistent with Council direction); and 3) Adopt a Resolution authorizing the Mayor to execute the Program Supplement Agreement No. F017 for Federal-Aid Project No. 05-5199F15 for the Traffic Way Bridge Replacement Project.

9.f Monthly Water Supply and Demand Update
(KAHN)

Recommended Action:

Receive and file the Monthly Water Supply and Demand Update.

9.g Consideration of a Consultant Services Agreement for Building Division Staff, Plan Review, and Inspection Services
(PEDROTTI)

Recommended Action:

1) Approve and authorize the Mayor to execute the Professional Services Agreement for Consultant Services for Building Division staff, plan review, and inspection services; 2) Make findings that the approval of a Professional Services Agreement for the contemplated services is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

10. PUBLIC HEARINGS

10.a Consider Introduction of Ordinance Updating Chapter 3.08 of the City's Municipal Code, Purchasing System, Designate Dollar Thresholds for Awarding Contracts, and Consider Updated Purchasing Policies and Procedures Manual
(VALENTINE)

Recommended Action:

1) Introduce the Ordinance amending Arroyo Grande Municipal Code Chapter 3.08 of Title 3 to Update the City's Purchasing System; 2) Adopt a Resolution designating dollar thresholds for awarding contracts; 3) Review a draft of the updated Purchasing Policies and Procedures Manual; and 4) Make findings that introducing a proposed Ordinance, adopting a Resolution designating dollar thresholds for awarding contracts, and reviewing the purchasing policies and procedures manual is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

11. OLD BUSINESS
None.

12. NEW BUSINESS

12.a Consider Introduction of Tally Ho Road Speed Limit Reduction Ordinance

(KAHN)

Recommended Action:

1) Waive the first reading and introduce for reading by title only an ordinance authorizing a speed limit reduction on Tally Ho Road between James Way and Highway 227 from 35 mph to 30 mph' and 2) Make findings that the speed limit adjustment is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.) Other than the replacement of existing street signs, there is no additional physical alteration or construction associated with this action, and this speed adjustment is not anticipated to alter traffic patterns other than to reduce speed.

12.b Discussion of SLOCOG Supplemental Funding Efforts

(KAHN)

Recommended Action:

Receive an update, discuss, and provide feedback to Councilmember Guthrie for the SLOCOG Board of Directors

13. COUNCIL COMMUNICATIONS

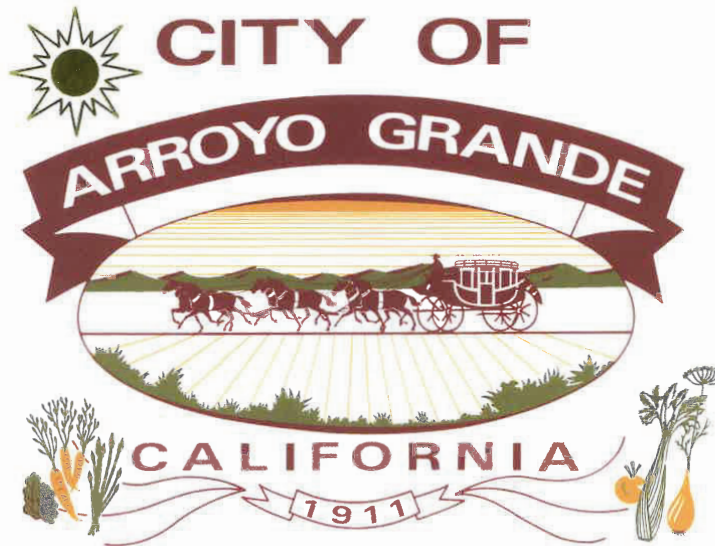
Any Council Member may ask a question for clarification, make an announcement, or report briefly on his or her activities. In addition, subject to Council policies and procedures, Council Members may request staff to report back to the Council at a subsequent meeting concerning any matter or request that staff place a matter of business on a future agenda. Any request to place a matter of business for original consideration on a future agenda requires the concurrence of at least one other Council Member.

14. ADJOURNMENT

All staff reports or other written documentation, including any supplemental material distributed to a majority of the City Council within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the City Clerk's office, 300 E. Branch Street, Arroyo Grande. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for disability-related modification or accommodation, contact the Legislative and Information Services Department at 805-473-5400 as soon as possible and at least 48 hours prior to the meeting date.

This agenda was prepared and posted pursuant to Government Code Section 54954.2 Agenda reports can be accessed and downloaded from the City's website at www.arroyogrande.org If you would like to subscribe to receive email or text message notifications when agendas are posted, you can sign up online through the "Notify Me" feature.

City Council Meetings are cablecast live and videotaped for replay on Arroyo Grande's Government Access Channel 20. The rebroadcast schedule is published at www.slo-span.org.



**HONORARY PROCLAMATION DECLARING
OCTOBER 2023 AS
“DOMESTIC VIOLENCE AWARENESS MONTH”**

WHEREAS, Dating and Domestic Violence Awareness Month calls attention to the fact that intimate partner violence is widespread and impacts every person in Arroyo Grande; and

WHEREAS, LUMINA ALLIANCE provides essential, lifesaving services for survivors, their children, and families throughout San Luis Obispo County including Arroyo Grande;

WHEREAS, domestic violence is a pattern of control in an intimate relationship where one person uses coercion and violence to gain power and control over his or her partner; and

WHEREAS, domestic violence can result in physical injury, psychological trauma, and even death. The devastating consequences of domestic violence can cross generations and can last a lifetime; and

WHEREAS, there is a need to focus on the individualized needs of domestic violence survivors;

WHEREAS, the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and those living with disabilities, increases their vulnerability to intimate partner violence; and

WHEREAS, LUMINA ALLIANCE continues to provide a safe environment to those affected by domestic violence with crisis intervention, counseling, education, legal services, and emergency safe housing, with the help of dedicated volunteers and professionals; and

WHEREAS, LUMINA ALLIANCE has received over two thousand calls to the crisis & information line, provided more than six thousand collective nights for shelter clients, and provided more than four thousand eight hundred hours of therapy; and

WHEREAS, LUMINA ALLIANCE serves as “A Bright Light During Dark Times” for survivors of Intimate Partner Violence, illuminating a path towards safety and healing.

WHEREAS, the City of Arroyo Grande strongly supports the efforts of LUMINA ALLIANCE, how every segment of our society can work together to better address intimate partner violence, and how to help survivors connect with services; and

NOW, THEREFORE BE IT RESOLVED, that I, Caren Ray Russom, Mayor of the City of Arroyo Grande, do hereby declare, October 2023 as “Domestic Violence Awareness Month” and recognize the important work done by domestic violence programs.

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the
Seal of the City of Arroyo Grande to be affixed this 26th day of September 2023.**

CAREN RAY RUSSOM, MAYOR





**HONORARY PROCLAMATION
DECLARING OCTOBER 8-14, 2023 AS
"FIRE PREVENTION WEEK"**

WHEREAS, the City of Arroyo Grande is committed to ensuring the safety and security of all those living in and visiting Arroyo Grande; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, the Five Cities Fire Authority is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Arroyo Grande residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention Week™ theme, "Cooking safety starts with you. Pay attention to fire prevention!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, BE IT RESOLVED, that I, Caren Ray Russom, Mayor of the City of Arroyo Grande, do hereby declare October 8–14, 2023, as Fire Prevention Week throughout the City, and urge all the people of Arroyo Grande to check their kitchens for fire hazards and to use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of our local fire department, the Five Cities Fire Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the
Seal of the City of Arroyo Grande to be affixed this 26th day of September 2023.

CAREN RAY RUSSOM, MAYOR





MEMORANDUM

TO: City Council

FROM: Nicole Valentine, Administrative Services Director

BY: Lynda Horejsi, Accounting Manager

SUBJECT: Consideration of Cash Disbursement Ratification

DATE: September 26, 2023

SUMMARY OF ACTION:

Review and ratify cash disbursements.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

There is a \$ 1,177,968.77 fiscal impact that includes the following items:

- | | |
|----------------------------|---------------|
| • Accounts Payable Checks | \$ 754,083.85 |
| • Payroll & Benefit Checks | \$ 423,884.92 |

RECOMMENDATION:

1) Ratify the attached listing of cash disbursements for the period of August 16 through August 31, 2023; 2) Determine that ratifying the cash disbursements is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

BACKGROUND:

Cash disbursements are made weekly based on the submission of all required documents supporting the invoices submitted for payment. Prior to payment, Administrative Services staff reviews all disbursement documents to ensure that they meet the approval requirements adopted in the Municipal Code and the City's Purchasing Policies and Procedures Manual.

ANALYSIS OF ISSUES:

The attached listing represents the cash disbursements required of normal and usual operations during the period. The disbursements are accounted for in the FY 2022-23 and FY 2023-24 budgets.

Item 9.a.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendation;
2. Do not approve staff's recommendation; or
3. Provide other direction to staff.

ADVANTAGES:

- The Administrative Services Department monitors payments of invoices for accountability, accuracy, and completeness using standards approved by the City Council.
- Invoices are paid in a timely manner to establish goodwill with merchants.
- Discounts are taken where applicable.

DISADVANTAGES:

There are no disadvantages identified in this recommendation.

ENVIRONMENTAL REVIEW:

Ratifying the cash disbursements is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. August 16 – August 31, 2023 – Accounts Payable Check Register
2. August 25, 2023 – Payroll & Benefit Check Register

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
1	08/16/2023	298483	\$ 4,682.69	09/23 RETIREE MEDICAL	010.4099.5136	ICMA RETIREMENT CORP
2	08/16/2023	298483	602.12	09/23 RETIREE MEDICAL	010.0000.1111	ICMA RETIREMENT CORP
3	08/16/2023	298483	358.87	09/23 RETIREE MEDICAL	220.4303.5136	ICMA RETIREMENT CORP
4	08/18/2023	298484	36.00	BACTI TEST-WALNUT ST MAIN SHUT-OFF	640.4710.5310	ABALONE COAST ANALYTICAL INC
5	08/18/2023	298485	1,000.00	08/20 SUMMER CONCERT SERIES SOUND	010.4421.5504	ADEPT EVENTS LLC
6	08/18/2023	298486	185.96	DRY ERASE BOARDS, MARKERS	010.4130.5201	AMAZON CAPITAL SERVICES
7	08/18/2023	298486	381.66	INVESTIGATION SUPPLIES-FLASHDRIVE	010.4204.5255	AMAZON CAPITAL SERVICES
8	08/18/2023	298487	167.92	08/23 COMM MAINT	010.4204.5606	APPLIED TECHNOLOGY GROUP INC
9	08/18/2023	298488	183.52	ACCT#238451-01839190 RADIO	010.4145.5403	AT & T
10	08/18/2023	298489	174.61	BAN#9391033184 473-5100 PD	010.4201.5403	AT&T
11	08/18/2023	298489	68.81	BAN#9391033187 481-6944 PD	010.4201.5403	AT&T
12	08/18/2023	298489	30.16	BAN#9391033183 473-2198 PD	010.4201.5403	AT&T
13	08/18/2023	298490	80.00	07/23 DOGGIE CLASSES	010.4424.5351	IRINA BEATTY
14	08/18/2023	298491	3,212.39	PATROL SUPPLIES-PARKING CITATION FORMS	010.4201.5201	BOONE PRINTING & GRAPHICS INC
15	08/18/2023	298492	138.42	HATS- 10 SMALL, 20 LG/XL	640.4712.5143	BRAND CREATIVE
16	08/18/2023	298492	198.42	HATS- 10 SMALL, 20 LG/XL	010.4420.5143	BRAND CREATIVE
17	08/18/2023	298492	60.00	HATS- 10 SMALL, 20 LG/XL	612.4610.5143	BRAND CREATIVE
18	08/18/2023	298492	198.41	HATS- 10 SMALL, 20 LG/XL	220.4303.5143	BRAND CREATIVE
19	08/18/2023	298493	800.00	08/20 SUMMER CONCERT SERIES BAND	010.4421.5504	SUSAN RITCHIE BRATCHER
20	08/18/2023	298494	161.67	SOFTBALLS (24)	010.4424.5257	BSN SPORTS, LLC
21	08/18/2023	298495	1,380.00	LE POINT CHRG STN YEARLY SUBSCRIPTION	010.4145.5508	CHARGEPOINT INC
22	08/18/2023	298496	1,349.00	ACCT#8245100960302509 CITY HALL	010.4140.5303	CHARTER COMMUNICATIONS
23	08/18/2023	298496	122.12	ACCT#8245100960129431 COUNCIL CHAMBER	010.4145.5401	CHARTER COMMUNICATIONS
24	08/18/2023	298496	185.15	ACCT#8245100960223572 PD TV	010.4145.5401	CHARTER COMMUNICATIONS
25	08/18/2023	298496	987.20	ACCT#8245100960223598 PD VOICE	010.4145.5401	CHARTER COMMUNICATIONS
26	08/18/2023	298496	451.58	ACCT#8245100960211288 PW TV, VOICE	010.4145.5401	CHARTER COMMUNICATIONS
27	08/18/2023	298496	736.80	ACCT#8245100960211288 PW TV, VOICE	010.4145.5401	CHARTER COMMUNICATIONS
28	08/18/2023	298496	761.32	ACCT#8245100960211791 REC TV, VOICE	010.4145.5401	CHARTER COMMUNICATIONS
29	08/18/2023	298496	200.51	ACCT#8245100960216667 WOMEN'S CENTER	010.4145.5401	CHARTER COMMUNICATIONS
30	08/18/2023	298496	327.16	ACCT#8245100960216667 WOMEN'S CENTER	010.4145.5401	CHARTER COMMUNICATIONS
31	08/18/2023	298496	739.65	ACCT#8245100960301246 COUNCIL	211.4101.5330	CHARTER COMMUNICATIONS
32	08/18/2023	298496	1,349.00	ACCT#8245100960301246 COUNCIL	211.4101.5330	CHARTER COMMUNICATIONS
33	08/18/2023	298496	199.98	ACCT#8245100960104152 PD INTERNET	010.4201.5403	CHARTER COMMUNICATIONS
34	08/18/2023	298496	103.20	ACCT#8245100960104152 PD INTERNET	010.4201.5403	CHARTER COMMUNICATIONS
35	08/18/2023	298497	58.63	ACCT#090058901 -CITY HALL TV	010.4145.5401	CHARTER COMMUNICATIONS
36	08/18/2023	298498	412.50	07/23-STAFF AUGMENTATION	010.4140.5303	CIO SOLUTIONS LP
37	08/18/2023	298499	50.00	PARK DEPOSIT REFUND-ELM ST	010.0000.2206	SARAH CORDOVA
38	08/18/2023	298499	96.00	PARK RENTAL REFUND-LESS ADMIN	010.0000.4354	SARAH CORDOVA

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
39	08/18/2023	298500	\$ 372.59	ACCT#2901-1271650-01 METRO INTERNET	010.4140.5303	DIGITAL WEST NETWORKS INC
40	08/18/2023	298501	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	SIMONE FAUQUET
41	08/18/2023	298502	122.60	CORP YARD SEWER BILL	612.0000.4751	CITY OF GROVER BEACH
42	08/18/2023	298503	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	AMBER HELMACE
43	08/18/2023	298504	125.00	REFUND DOGGIE CLASS	010.0000.4605	STEVE HOWARTH
44	08/18/2023	298505	94.50	MEMORY MAGIC CLASS	010.4424.5351	HELEN JACOBSEN
45	08/18/2023	298506	71.83	FUEL	010.4203.5608	JB DEWAR, INC
46	08/18/2023	298507	734.50	06/23 PROF FEES-400 W BRANCH	010.0000.2563	KOSMONT & ASSOCIATES INC
47	08/18/2023	298507	998.40	07/23 PROF FEES- 400 W BRANCH	010.0000.2563	KOSMONT & ASSOCIATES INC
48	08/18/2023	298508	60.00	BASKETBALL SCORER- 4 GAMES X \$	010.4424.5352	JHADE LA PAZ
49	08/18/2023	298508	105.00	BASKETBALL SCORER- 7 GAMES X \$	010.4424.5352	JHADE LA PAZ
50	08/18/2023	298510	21.53	WHITE MARKING PAINT	010.4301.5273	MINER'S ACE HARDWARE, INC
51	08/18/2023	298511	416.00	WINDOW TINT FOR SWAT VAN	010.4203.5601	MOBILEWORKS OF SANTA MARIA
52	08/18/2023	298512	251.83	MAINT AGREEMENT-COPIER	010.4204.5602	OFFICE1
53	08/18/2023	298513	50.00	PARK DEPOSIT REFUND-ELM ST	010.0000.2206	FRED ORTIZ
54	08/18/2023	298514	34.40	ELECTRIC-WELL #11 352 LA CANADA	640.4711.5402	PACIFIC GAS & ELECTRIC CO
55	08/18/2023	298515	37.50	UNIFORM CLEANING-PD ADMIN	010.4201.5303	PARAMOUNT CLEANERS
56	08/18/2023	298515	514.00	UNIFORM CLEANING-PATROL SVCS	010.4203.5303	PARAMOUNT CLEANERS
57	08/18/2023	298515	60.00	UNIFORM CLEANING-PD SUPPORT SVCS	010.4204.5303	PARAMOUNT CLEANERS
58	08/18/2023	298516	200.00	06/30 PARKING CITATION PROCESS	010.4204.5303	PHOENIX GROUP
59	08/18/2023	298517	98.36	POSTAGE METER INK	010.4201.5208	PITNEY BOWES
60	08/18/2023	298518	251.63	POSTAGE MACHINE LEASE-5/23-8/22	010.4204.5602	PITNEY BOWES, INC
61	08/18/2023	298519	50.00	PARK DEPOSIT REFUND-ELM ST	010.0000.2206	MELISSA PIWOWARSKI
62	08/18/2023	298520	22.22	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	PRUDENTIAL OVERALL SUPPLY
63	08/18/2023	298520	31.68	STREETS DEPT UNIFORMS	220.4303.5143	PRUDENTIAL OVERALL SUPPLY
64	08/18/2023	298520	44.22	WATER DEPT UNIFORMS	640.4712.5143	PRUDENTIAL OVERALL SUPPLY
65	08/18/2023	298520	34.95	AUTO SHOP UNIFORMS	010.4305.5143	PRUDENTIAL OVERALL SUPPLY
66	08/18/2023	298520	23.54	BLDG MAINT UNIFORMS	010.4213.5143	PRUDENTIAL OVERALL SUPPLY
67	08/18/2023	298520	54.26	PARKS DEPT UNIFORMS	010.4420.5143	PRUDENTIAL OVERALL SUPPLY
68	08/18/2023	298520	22.22	SEWER DEPT UNIFORMS	612.4610.5143	PRUDENTIAL OVERALL SUPPLY
69	08/18/2023	298520	22.22	SOTO SPORTS COMPLEX UNIFORMS	010.4430.5143	PRUDENTIAL OVERALL SUPPLY
70	08/18/2023	298520	31.68	STREETS DEPT UNIFORMS	220.4303.5143	PRUDENTIAL OVERALL SUPPLY
71	08/18/2023	298520	42.46	WATER DEPT UNIFORMS	640.4712.5143	PRUDENTIAL OVERALL SUPPLY
72	08/18/2023	298520	15.95	AUTO SHOP UNIFORMS	010.4305.5143	PRUDENTIAL OVERALL SUPPLY
73	08/18/2023	298520	23.54	BLDG MAINT UNIFORMS	010.4213.5143	PRUDENTIAL OVERALL SUPPLY
74	08/18/2023	298520	34.76	PARKS DEPT UNIFORMS	010.4420.5143	PRUDENTIAL OVERALL SUPPLY
75	08/18/2023	298520	22.22	SEWER DEPT UNIFORMS	612.4610.5143	PRUDENTIAL OVERALL SUPPLY
76	08/18/2023	298521	4,124.03	AMMUNITION	010.4204.5255	SAN DIEGO POLICE EQUIPMENT CO

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
77	08/18/2023	298522	\$ 85.00	ADULT SOFTBALL SCORER- 5 GAMES	010.4424.5352	MARTINA SARMIENTO
78	08/18/2023	298523	75.00	06/23 PARKING CITATION REV DIST	010.0000.4203	SLO COUNTY AUDITOR-CONTROLLER
79	08/18/2023	298524	22.10	GAS SERVICES-200 N HALCYON	010.4145.5401	SOCALGAS
80	08/18/2023	298524	14.30	GAS SERVICES-350 S ELM ST	010.4145.5401	SOCALGAS
81	08/18/2023	298524	110.78	GAS SERVICES-1375 SH ST	010.4145.5401	SOCALGAS
82	08/18/2023	298525	417.00	TRAINING/TUITION-REGISTRATION	010.4203.5501	SOUTH BAY REGIONAL PUBLIC
83	08/18/2023	298526	25.49	CAR WASHES-B409	010.4301.5601	SUNSET NORTH CAR WASH
84	08/18/2023	298527	80.00	D2 WATER DIST CERT-EMPLOYEE	640.4712.5501	SWRCB-DWOCF
85	08/18/2023	298528	643.80	PATROL SCHEDULING SOFTWARE LICENSE	010.4204.5607	TIMECLOCK PLUS LLC
86	08/18/2023	298529	75.00	07/23 INVESTIGATIVE SVCS	010.4204.5303	TRANSUNION RISK
87	08/18/2023	298530	50.00	PARK DEPOSIT REFUND-RANCHO GRANDE	010.0000.2206	BETHANY TRAUGHBER
88	08/18/2023	298531	76.11	ACCT#808089883-00003 REC CELL	010.4425.5255	VERIZON WIRELESS
89	08/18/2023	298532	26,681.08	06/23 TMD ASSESSMENT REMITTANCE	761.0000.2007	VISIT SLO CAL
90	08/18/2023	298532	(533.62)	06/23 CITY ADMIN FEE	010.0000.4771	VISIT SLO CAL
91	08/18/2023	298533	614.05	COPY MACHINE LEASE PYMT	010.4201.5803	WELLS FARGO VENDOR FINANCIAL
92	08/18/2023	298534	115.86	UB Refund Cst #00026840	640.0000.2301	TONI MATTOCK
93	08/18/2023	298535	23.84	UB Refund Cst #00028511	640.0000.2301	JOSEPH MURPHY
94	08/18/2023	298536	156.66	UB Refund Cst #00005233	640.0000.2301	RAFAEL NARVAEZ
95	08/18/2023	298537	91.28	UB Refund Cst #00029092	640.0000.2301	PLUS PROPERTY MGMT
96	08/18/2023	298538	508.84	UB Refund Cst #00021441	640.0000.2301	JAMES STORTON
97	08/25/2023	298539	505.00	STORMWATER SAMPLING	010.4301.5503	ABALONE COAST ANALYTICAL INC
98	08/25/2023	298539	304.00	WATER SAMPLES- FAIR OAKS WATER	640.5911.7001	ABALONE COAST ANALYTICAL INC
99	08/25/2023	298539	304.00	WATER SAMPLES-FAIR OAKS WATER	640.5911.7001	ABALONE COAST ANALYTICAL INC
100	08/25/2023	298540	9,873.21	PATROL EQUIPMENT-RIFLES	271.4202.6201	ADAMSON INDUSTRIES, INC
101	08/25/2023	298541	1,000.00	08/27 SUMMER CONCERT SERIES SOUND	010.4421.5504	ADEPT EVENTS LLC
102	08/25/2023	298542	7.71	ADM SVCS OFFICE SUPPLIES	010.4120.5201	AMAZON CAPITAL SERVICES
103	08/25/2023	298542	1,356.30	PW ADMIN-MONITORS, MOUSE	010.4307.5201	AMAZON CAPITAL SERVICES
104	08/25/2023	298542	258.58	IT-KEYBOARDS	010.4140.5602	AMAZON CAPITAL SERVICES
105	08/25/2023	298543	1,747.16	FLEET BATTERIES	010.4204.5601	BATTERY SYSTEMS
106	08/25/2023	298544	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	HANNAH BAUMGARTNER
107	08/25/2023	298545	2,369.02	PATROL-FIRST AID SUPPLIES & EQ	010.4203.5272	BOUND TREE MEDICAL, LLC
108	08/25/2023	298546	67.69	WORK ORDER TABLETS	640.4710.5306	BURDINE PRINTING (DBA)
109	08/25/2023	298547	5.58	VACTOR-HOSE CLAMPS	612.4610.5255	CARQUEST AUTO PARTS
110	08/25/2023	298547	26.38	PW-23 CAR WASH & CLEANING SUPPLIES	010.4305.5601	CARQUEST AUTO PARTS
111	08/25/2023	298547	5.94	PW-5 SOCKET	640.4712.5273	CARQUEST AUTO PARTS
112	08/25/2023	298548	178.39	SAFETY BOOTS	010.4301.5148	CARR'S BOOTS & WESTERN
113	08/25/2023	298549	500.00	07/23 WATER SAMPLES	640.4710.5310	CLINICAL LABORATORY OF
114	08/25/2023	298550	368.63	KYOCERA COPIER LEASE	010.4421.5602	DE LAGE LANDEN FINANCIAL SVCS

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
115	08/25/2023	298551	\$ 484.23	(2) 21 FT 2" GALV STEEL PIPE	640.4712.5610	FAMCON PIPE AND SUPPLY INC
116	08/25/2023	298552	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	NINA GOFFINET
117	08/25/2023	298553	5.00	BUS LIC OVERPYMT BL23-000246	010.0000.4050	TOM GRIFFIN
118	08/25/2023	298554	117.45	(6) PIPE THREAD COMPOUND	640.4712.5610	ICONIX WATERWORKS (US) INC
119	08/25/2023	298555	120.79	FUEL	010.4203.5608	JB DEWAR, INC
120	08/25/2023	298555	5,061.37	1000 GAL DIESEL	010.0000.1202	JB DEWAR, INC
121	08/25/2023	298556	90.00	SOFTBALL SCORER- 4 GAMES X \$15	010.4424.5352	TERRA KISSINGER
122	08/25/2023	298557	50.00	08/04/23 ROUND ROBIN PICKLEBAL	010.4424.5351	MAUREEN LEWIS
123	08/25/2023	298558	4,749.05	EMPLOYEE WELLNESS-CORDICO APP	010.4201.5303	LEXIPOL LLC
124	08/25/2023	298559	180.00	06/23 OCC FACILITY USAGE-ZUMBA	010.4424.5251	LUCIA MAR UNIFIED SCHOOL DIST
125	08/25/2023	298559	1,042.50	06/23 OCC FACILITY USE-BASKETBALL	010.4424.5257	LUCIA MAR UNIFIED SCHOOL DIST
126	08/25/2023	298559	112.50	06/23 CIM SUMMER DAY CAMP-OCEANVIEW	010.4425.5303	LUCIA MAR UNIFIED SCHOOL DIST
127	08/25/2023	298559	88.50	06/30/23 CIM FIELD TRIP RANCHO GRANDE	010.4425.5303	LUCIA MAR UNIFIED SCHOOL DIST
128	08/25/2023	298559	216.92	06/27/23 CIM FIELD TRIP RANCHO GRANDE	010.4425.5303	LUCIA MAR UNIFIED SCHOOL DIST
129	08/25/2023	298559	138.25	06/16 CIM FIELD TRIP- TURTLE RESERVE	010.4425.5303	LUCIA MAR UNIFIED SCHOOL DIST
130	08/25/2023	298559	85.75	06/21 CIM FIELD TRIP AGHS POOL	010.4425.5303	LUCIA MAR UNIFIED SCHOOL DIST
131	08/25/2023	298560	107.21	(3) OXYGEN BOTTLE EXHANGE	010.4305.5603	MATHESON TRI-GAS INC
132	08/25/2023	298561	700.00	08/27 SUMMER CONCERT SERIES BAND	010.4421.5504	GLENN MCARDLE
133	08/25/2023	298562	150.00	SOTO BASIN SUMP PUMPS-PULL MOTOR	010.4430.5603	MELLO & SON'S PUMPS & MOTORS
134	08/25/2023	298563	10.76	MARKING PAINT	010.4301.5273	MINER'S ACE HARDWARE, INC
135	08/25/2023	298564	50.00	PARK DEPOSIT REFUND-RANCHO GRANDE	010.0000.2206	ROBERT NAVARRO
136	08/25/2023	298564	14.00	REFUND OVERPYMT-PARK RENTAL CHARGE	010.0000.4354	ROBERT NAVARRO
137	08/25/2023	298565	1,700.00	1/8 X1/8 PAGE ADVERTISING	010.4421.5504	NEW TIMES
138	08/25/2023	298566	276.00	06/23 K RAIL RENTAL	010.4919.5303	PACIFIC PETROLEUM CALIFORNIA
139	08/25/2023	298566	276.00	07/23 K RAIL RENTAL	010.4919.5303	PACIFIC PETROLEUM CALIFORNIA
140	08/25/2023	298567	50.00	PARK DEPOSIT REFUND-RANCHO GRANDE	010.0000.2206	NILESH PATEL
141	08/25/2023	298568	532.11	POSTAGE MACHINE LEASE FEE	010.4102.5602	PITNEY BOWES, INC
142	08/25/2023	298569	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	FELAINE POWELL
143	08/25/2023	298570	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	JOE ROULEAU
144	08/25/2023	298571	667.00	CASH FOR GRASS 667 SQ FT	226.4306.5554	KURT SALTZMAN
145	08/25/2023	298572	72.79	PW-4 OIL CHG	010.4301.5601	SANTA MARIA TIRE, INC
146	08/25/2023	298573	7,200.00	MONTHLY STREET SWEEPING	220.4303.5303	SCA
147	08/25/2023	298573	2,700.00	MONTHLY STREET SWEEPING	010.4307.5303	SCA
148	08/25/2023	298574	900.00	CASH FOR GRASS- 900 SQ FT	226.4306.5554	ANDREW SEILER
149	08/25/2023	298575	3,258.00	ANNUAL SLOCOG MEMBERSHIP FY23/24	010.4145.5503	SLO COUNCIL OF GOVERNMENTS
150	08/25/2023	298576	2,749.40	CROSS CONNECTION PROGRAM MANAGEMENT	640.4710.5303	SLO COUNTY ENVIRONMENTAL
151	08/25/2023	298577	770.00	EXPLORER COMPETITION REGISTRATION	010.0000.2027	SLO COUNTY SHERIFF'S OFFICE
152	08/25/2023	298578	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	CAROL SMITH

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
153	08/25/2023	298579	\$ 90.00	08/08/23 E-FLYER	010.4421.5504	SOUTH COUNTY CHAMBERS
154	08/25/2023	298580	195,212.80	07/23 SEWER SERVICES COLLECTION	760.0000.2304	SOUTH SLO COUNTY SANIT DIST
155	08/25/2023	298580	2,475.00	07/23 SEWER SVC HOOKUPS (1)	760.0000.2305	SOUTH SLO COUNTY SANIT DIST
156	08/25/2023	298580	8.81	CITY ACCT-215 E BRANCH	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
157	08/25/2023	298580	8.81	CITY ACCT-300 E BRANCH	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
158	08/25/2023	298580	8.81	CITY ACCT-211 VERNON ST	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
159	08/25/2023	298580	8.81	CITY ACCT-RANCHO GRANDE PARK	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
160	08/25/2023	298580	8.81	CITY ACCT-STROTHER PARK	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
161	08/25/2023	298580	8.81	CITY ACCT-SHORT ST RESTROOMS	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
162	08/25/2023	298580	8.81	CITY ACCT-ELM ST PARK	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
163	08/25/2023	298580	8.81	CITY ACCT-203 N RENA	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
164	08/25/2023	298580	8.81	CITY ACCT-1221 ASH ST	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
165	08/25/2023	298580	8.81	CITY ACCT-SOTO SPORTS COMPLEX	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
166	08/25/2023	298580	8.81	CITY ACCT-127 SHORT ST	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
167	08/25/2023	298580	8.81	CITY ACCT-211 N HALCYON RD	010.4145.5401	SOUTH SLO COUNTY SANIT DIST
168	08/25/2023	298581	500.00	FACILITY USAGE-QUILTING SPRING	010.4424.5251	ST JOHN'S LUTHERAN CHURCH
169	08/25/2023	298581	500.00	FACILITY USAGE- KNITTING SUMMER	010.4424.5251	ST JOHN'S LUTHERAN CHURCH
170	08/25/2023	298582	5,916.00	SWINGING BRIDGE REHAB	350.5620.7301	SWCA ENVIRONMENTAL CONSULTANTS
171	08/25/2023	298583	160.00	GRADE D-2 OPERATOR CERTIFICATION	640.4712.5501	SWRCB-DWOC
172	08/25/2023	298584	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	TARTAGLIA ENGINEERING
173	08/25/2023	298585	1,600.00	ENTERPRISE ERP FINANCIAL MGMT SYSTEM	350.5453.7301	TYLER TECHNOLOGIES INC
174	08/25/2023	298586	527.75	MAYORS MEETING SUPPLIES	010.4001.5501	U.S. BANK
175	08/25/2023	298586	(650.00)	LOCC ANNUAL CONF REFUND-MCDONALD	010.4101.5503	U.S. BANK
176	08/25/2023	298586	1,200.00	ICMA MEMBERSHIP	010.4101.5503	U.S. BANK
177	08/25/2023	298586	58.00	SPEC DEP SUPPLIES-NEWSLETTER E	010.4102.5255	U.S. BANK
178	08/25/2023	298586	323.99	(2) 24" MONITORS-PERMIT TECH	010.4130.5201	U.S. BANK
179	08/25/2023	298586	608.81	ZOOM	010.4140.5303	U.S. BANK
180	08/25/2023	298586	9.99	NETWORKS SOLUTIONS DOMAIN REGISTRATION	010.4140.5303	U.S. BANK
181	08/25/2023	298586	88.25	EMPLOYEE WELLNESS SUPPLIES	010.4201.5303	U.S. BANK
182	08/25/2023	298586	155.00	MEMBERSHIP -CPCA	010.4201.5503	U.S. BANK
183	08/25/2023	298586	1,370.25	BLDG MAINT-LOBBY DOOR GLASS	010.4201.5604	U.S. BANK
184	08/25/2023	298586	312.48	DG FOR GROUNDS MAINT.	010.4201.5605	U.S. BANK
185	08/25/2023	298586	10.50	ABPA PRACTICE EXAM BOOK	010.4420.5255	U.S. BANK
186	08/25/2023	298586	269.32	PWR TRIM EDGER SIDE ARM ASSEMBLY	010.4420.5603	U.S. BANK
187	08/25/2023	298586	155.26	AMAZON, FACEBOOK- SUMMER CONCERTS	010.4421.5504	U.S. BANK
188	08/25/2023	298586	1,064.75	SPEC EVENTS- FAMILY DANCE, AIP	010.4424.5252	U.S. BANK
189	08/25/2023	298586	45.70	FACEBOOK AD-SPEC EVENTS PROMOTIONS	010.4424.5353	U.S. BANK
190	08/25/2023	298586	712.77	SUMMER SUPPLIES	010.4425.5255	U.S. BANK

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
191	08/25/2023	298586	\$ 435.26	SNACK SUPPLIES	010.4425.5259	U.S. BANK
192	08/25/2023	298586	556.00	CONTRACT SVCS	010.4425.5303	U.S. BANK
193	08/25/2023	298586	90.87	DMV PHYSICAL-UTILITIES	640.4712.5315	U.S. BANK
194	08/25/2023	298586	178.21	STAFF MEETING-B'FAST BURRITOS	010.4307.5201	U.S. BANK
195	08/25/2023	298586	114.19	(2) INK CARTRIDGES	010.4307.5201	U.S. BANK
196	08/25/2023	298586	50.04	WIRELESS KEYBOARD & MOUSE	010.4307.5201	U.S. BANK
197	08/25/2023	298586	1,583.84	UNIFORMS	010.4203.5272	U.S. BANK
198	08/25/2023	298586	268.73	TRAINING- TUITION, TOLLS	010.4203.5501	U.S. BANK
199	08/25/2023	298586	1,239.39	REPAIR & MAINT PD-4620 & 4621	010.4203.5601	U.S. BANK
200	08/25/2023	298586	221.09	FLEET MAINT-CLEANERS	010.4203.5601	U.S. BANK
201	08/25/2023	298586	695.36	REPAIR & MAINT. PD-4621 & 4620	010.4203.5601	U.S. BANK
202	08/25/2023	298586	548.92	TRAINING-LODGING	010.4204.5501	U.S. BANK
203	08/25/2023	298586	109.63	TRAINING-LODGING	010.4204.5501	U.S. BANK
204	08/25/2023	298586	69.76	EMPLOYEE WELLNESS SUPPLIES	010.4201.5303	U.S. BANK
205	08/25/2023	298586	594.82	REPAIR & MAINT PD-4621 & 4620	010.4203.5601	U.S. BANK
206	08/25/2023	298586	1,659.70	UNIFORMS	010.4204.5272	U.S. BANK
207	08/25/2023	298586	571.96	TRAINING-TUITION	010.4203.5501	U.S. BANK
208	08/25/2023	298586	115.80	OFFICE SUPPLIES	010.4201.5201	U.S. BANK
209	08/25/2023	298586	1,296.16	UNIFORMS	010.4203.5272	U.S. BANK
210	08/25/2023	298586	226.60	PATROL SUPPLIES	010.4203.5255	U.S. BANK
211	08/25/2023	298586	173.08	FLEET SUPPLIES	010.4203.5601	U.S. BANK
212	08/25/2023	298586	2,337.59	DOGGIE BAGS	010.4420.5605	U.S. BANK
213	08/25/2023	298586	72.23	MOTOROLA CONFERENCE FUEL, MEALS	010.4140.5501	U.S. BANK
214	08/25/2023	298586	145.45	AMAZON-OFFICE FURNITURE	010.4421.6001	U.S. BANK
215	08/25/2023	298586	215.49	PICKLEBALL CENTRAL-PICKLEBALLS	010.4424.5251	U.S. BANK
216	08/25/2023	298586	15.14	MEETING SUPPLIES-COFFEE	010.4421.5255	U.S. BANK
217	08/25/2023	298586	720.00	SPECIAL EVENTS-HARVEST FESTIVAL	010.4424.5252	U.S. BANK
218	08/25/2023	298586	96.68	SNACK SUPPLIES	010.4425.5259	U.S. BANK
219	08/25/2023	298586	380.00	CONTRACT SVCS	010.4425.5303	U.S. BANK
220	08/25/2023	298586	160.00	INTL CODE COUNCIL MEMBERSHIP	010.4130.5503	U.S. BANK
221	08/25/2023	298586	800.63	FURNITURE FOR CDD DIRECTOR OFFICE	010.4130.5201	U.S. BANK
222	08/25/2023	298586	86.38	OFFICE SUPPLIES-OFFICE MAX	010.4130.5201	U.S. BANK
223	08/25/2023	298586	50.90	AUTHORIZE.NET CC FEES	010.4145.5555	U.S. BANK
224	08/25/2023	298586	259.50	SUPPLIES FOR STAFF LUNCH	010.4145.5508	U.S. BANK
225	08/25/2023	298586	30.45	SUPPLIES FOR STAFF LUNCH	010.4145.5508	U.S. BANK
226	08/25/2023	298586	1,346.76	UNIFORMS	010.4203.5272	U.S. BANK
227	08/25/2023	298586	114.06	AMAZON- MISC ITEMS CHGD IN ERROR CREDIT TO BE	010.4201.5501	U.S. BANK
228	08/25/2023	298586	136.44	EMPLOYEE WELLNESS SUPPLIES	010.4201.5303	U.S. BANK

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
229	08/25/2023	298586	\$ 199.00	DROPBOX ANNUAL MEMBERSHIP	010.4002.5503	U.S. BANK
230	08/25/2023	298587	103.20	PIPE LOCATOR	640.4712.5273	USA BLUE BOOK
231	08/25/2023	298587	29.04	HAZARDOUS MATERIAL SIGN	640.4712.5604	USA BLUE BOOK
232	08/25/2023	298587	160.17	(5) HAZARDOUS MATERIALS SIGNS	640.4712.5604	USA BLUE BOOK
233	08/25/2023	298587	116.16	(4) HAZARDOUS MATERIALS SIGNS	640.4712.5604	USA BLUE BOOK
234	08/25/2023	298588	304.08	ACCT#472480460-00002 CITY IPAD	010.4145.5403	VERIZON WIRELESS
235	08/25/2023	298588	860.16	ACCT#208620661-00002 PD CELL PHONES	010.4201.5403	VERIZON WIRELESS
236	08/25/2023	298589	101.10	DOCUMENT SHREDDING SVC	010.4201.5303	VITAL RECORDS CONTROL
237	08/25/2023	298590	50.00	REFUND PARK DEPOSIT-STROTHER	010.0000.2206	TINA WALKER
238	08/25/2023	298591	614.05	COPY MACHINE LEASE PYMT	010.4201.5803	WELLS FARGO VENDOR FINANCIAL
239	08/25/2023	298592	100.00	PW-USED OIL SERVICE	010.4305.5303	WORLD OIL ENVIROMENTAL SVCS
240	08/25/2023	298593	1,202.54	UB Refund Cst #00022404	640.0000.2301	JAIME AVILA
241	08/25/2023	298594	678.92	AFLAC PRE TAX: Payment	011.0000.2126	AFLAC INSURANCE
242	08/25/2023	298595	3,003.60	POLICE DEPT DUES: Payment	011.0000.2116	ARROYO GRANDE POLICE ASSN
243	08/25/2023	298596	48,637.89	FEDERAL WITHHOLDING: Payment	011.0000.2104	CITY OF ARROYO GRANDE
244	08/25/2023	298596	53,086.96	SOCIAL SECURITY: Payment	011.0000.2105	CITY OF ARROYO GRANDE
245	08/25/2023	298596	13,337.66	MEDICARE: Payment	011.0000.2105	CITY OF ARROYO GRANDE
246	08/25/2023	298597	2,576.00	UNEMPLOYMENT CHARGES	010.4919.5142	CA ST EMPLOYMENT DEVEL DEPT
247	08/25/2023	298598	1,911.51	CASDI: Payment	011.0000.2111	CA ST EMPLOYMENT DEVEL DEPT
248	08/25/2023	298598	19,767.81	STATE WITHHOLDING: Payment	011.0000.2108	CA ST EMPLOYMENT DEVEL DEPT
249	08/25/2023	298599	170.30	DEPT OF CHILD SUPPORT SERVICES: Payment	011.0000.2114	CA STATE DISBURSEMENT UNIT
250	08/25/2023	298600	2,800.00	GASB-68 REPORTS & SCHEDULES	010.4120.5303	CALPERS
251	08/25/2023	298601	3,740.00	AG CAREER FIREFIGHTERS ASSN: Payment	011.0000.2115	FIVE CITIES PROF. FIREFIGHTERS
252	08/25/2023	298602	4,512.22	DEFERRED COMPENSATION - EE %: Payment	011.0000.2117	ICMA RETIREMENT CORP
253	08/25/2023	298602	10,829.23	DEFERRED COMPENSATION - EE: Payment	011.0000.2117	ICMA RETIREMENT CORP
254	08/25/2023	298602	825.00	DEFERRED COMPENSATION - ER: Payment	011.0000.2117	ICMA RETIREMENT CORP
255	08/25/2023	298602	500.00	ROTH - AFTER TAX: Payment	011.0000.2117	ICMA RETIREMENT CORP
256	08/25/2023	298602	183.18	ROTH % - AFTER TAX: Payment	011.0000.2117	ICMA RETIREMENT CORP
257	08/25/2023	298603	43.90	PRE-PAID LEGAL SERVICES: Payment	011.0000.2125	LEGALSHIELD
258	08/25/2023	298604	38,146.51	PERS RETIREMENT: Payment	011.0000.2106	PERS - RETIREMENT
259	08/25/2023	298604	53,684.42	PERS RETIREMENT: Payment	011.0000.2106	PERS - RETIREMENT
260	08/25/2023	298604	117.11	PERS BUYBACK - AFTER TAX: Payment	011.0000.2106	PERS - RETIREMENT
261	08/25/2023	298604	1,207.99	PERS Employer Pick Up: Payment	011.0000.2106	PERS - RETIREMENT
262	08/25/2023	298604	(0.04)	ROUNDING DIFFERENCE	010.0000.4818	PERS - RETIREMENT
263	08/25/2023	298605	1,436.22	SEIU DUES: Payment	011.0000.2118	S.E.I.U. LOCAL 620
264	08/25/2023	298606	723.91	PARS: Payment	011.0000.2107	US BANK OF CALIFORNIA
265	08/31/2023	298607	1,000.00	09/03/23 SUMMER CONCERT SERIES	010.4421.5504	ADEPT EVENTS LLC
266	08/31/2023	298608	24.69	BAN#9391033180 FAX	010.4145.5403	AT&T

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
267	08/31/2023	298608	\$ 24.56	BAN#9391033186 CC MACHINE	010.4145.5403	AT&T
268	08/31/2023	298609	50.00	PARK DEPOSIT REFUND-HERITAGE SQUARE	010.0000.2206	ASHLEY BEENE
269	08/31/2023	298610	57.09	BUSINESS CARDS	010.4102.5255	BOONE PRINTING & GRAPHICS INC
270	08/31/2023	298611	165.00	PW-52 SERVICE	640.4712.5601	BOYER'S DIESEL
271	08/31/2023	298612	1,118.34	300 GALL SODIUM HYPOCHLORATE	640.4712.5274	BRENNTAG PACIFIC INC
272	08/31/2023	298612	1,324.16	(14) DRUMS HYPOCHLORITE	640.4712.5274	BRENNTAG PACIFIC INC
273	08/31/2023	298612	(160.00)	DRUM CREDIT	640.4712.5274	BRENNTAG PACIFIC INC
274	08/31/2023	298613	32.00	FINGERPRINT/LIVESCAN-ROCHA	010.4301.5316	CA ST DEPT OF JUSTICE
275	08/31/2023	298613	32.00	FINGERPRINT/LIVESCAN-PALACIOS	010.4213.5316	CA ST DEPT OF JUSTICE
276	08/31/2023	298613	96.00	FINGERPRINT/LIVESCAN-CARABAJAL	010.4307.5316	CA ST DEPT OF JUSTICE
277	08/31/2023	298614	32.23	PW-52 LUBE, FUEL	640.4712.5601	CARQUEST AUTO PARTS
278	08/31/2023	298615	12,045.00	FALL 2023 ACTIVITY GUIDE	010.4421.5504	CASEY PRINTING, INC
279	08/31/2023	298616	1,432.25	07/23 UTILITY BILL MAILING	640.4710.5208	DATAPROSE LLC
280	08/31/2023	298616	400.00	07/23 NETBILL MONTHLY MAINT	640.4710.5303	DATAPROSE LLC
281	08/31/2023	298616	458.36	07/23 NETBILL CC TRANS	640.4710.5555	DATAPROSE LLC
282	08/31/2023	298616	114.59	07/23 NETBILL CC TRANS	612.4610.5555	DATAPROSE LLC
283	08/31/2023	298617	11,350.00	RENTALSCAPE YEARLY SUBSCRIPTION	010.4130.5503	DECKARD TECHNOLOGIES INC
284	08/31/2023	298618	350.00	DEPOSIT-2/10/24 SR SWEETHEART	010.4424.5252	MICHAEL DIAS
285	08/31/2023	298619	25,000.00	CCB-WIFIA APPLICATION FEE	640.4710.5804	EPA-WIFIA PROGRAM
286	08/31/2023	298620	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	GWYNETH GRAY
287	08/31/2023	298621	2,316.02	VACTOR REPAIR-LEVEL WIND SYSTEM	612.4610.5603	HAAKER EQUIPMENT, INC
288	08/31/2023	298622	800.00	08/27 SUMMER CONCERT SERIES BAND	010.4421.5504	TAMMY JILL KNIGHT
289	08/31/2023	298623	195.00	BASKETBALL SCORER- 13 GAMES X \$15	010.4424.5352	JHADE LA PAZ
290	08/31/2023	298624	50.00	PARK DEPOSIT REFUND-RANCHO GRANDE	010.0000.2206	SANDRA LUNA
291	08/31/2023	298625	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	RIANNA MALHERBE
292	08/31/2023	298626	10.00	REFUND-BRIDGE	010.0000.4605	DIEDRE MCEVEETY
293	08/31/2023	298627	30,228.61	COMPREHENSIVE GENERAL PLAN UPDATE	010.4130.5303	MINTIER HARNISH LP
294	08/31/2023	298628	50.00	PARK DEPOSIT REFUND-ELM ST	010.0000.2206	MARIA MORA
295	08/31/2023	298629	50.00	PARK DEPOSIT REFUND-STROTHER	010.0000.2206	ANDRES MORAN
296	08/31/2023	298630	7,950.00	EXECUTIVE SEARCH SVCS-1ST INSTALLMENT	010.4101.5303	MOSAIC PUBLIC PARTNERS LLC
297	08/31/2023	298631	500.00	09/03 SUMMER CONCERT SERIES BAND	010.4421.5504	WENDY OLIVER
298	08/31/2023	298632	155.00	PRE-EMPLOYMT MEDICAL TESTING	010.4213.5315	PACIFIC CENTRAL COAST HEALTH
299	08/31/2023	298633	17,426.22	ELECTRIC-STREET LIGHTING	010.4307.5402	PACIFIC GAS & ELECTRIC CO
300	08/31/2023	298634	50.00	PARK DEPOSIT REFUND-RANCHO GRANDE	010.0000.2206	CHAD ROBERTSON
301	08/31/2023	298635	136.00	ADULT SOFTBALL SCORER-8 GAMES X \$17	010.4424.5352	MARTINA SARMIENTO
302	08/31/2023	298636	17.80	GAS SERVICES-1500 W BRANCH	010.4145.5401	SOCALGAS
303	08/31/2023	298636	16.07	GAS SERVICES-111 S MASON	010.4145.5401	SOCALGAS
304	08/31/2023	298636	14.13	GAS SERVICES-215 E BRANCH	010.4145.5401	SOCALGAS

CITY OF ARROYO GRANDE
CHECK LISTING
AUGUST 16 - AUGUST 31, 2023

ATTACHMENT 1

Line	Check Date	Check #	Amount	Description	Acct #	Vendor Name
305	08/31/2023	298636	\$ 17.83	GAS SERVICES-211 VERNON ST	010.4145.5401	SOCALGAS
306	08/31/2023	298637	8,654.71	06/23 AGTBID MARKETING	240.4150.5301	VERDIN MARKETING INK
307	08/31/2023	298637	12,228.05	07/23 TBID MARKETING	240.4150.5301	VERDIN MARKETING INK
308	08/31/2023	298638	1,289.60	NORTHERN CITIES STAFF EXTENSION	640.4710.5303	WATER SYSTEMS CONSULTING INC
309	08/31/2023	298639	1,156.00	FEE STUDY SVCS-USER, DEVELOPMENT IMPACT FEES	010.4120.5303	WILLDAN FINANCIAL SERVICES
310	08/31/2023	298640	65.00	REFUND-DOGGIE CLASS	010.0000.4605	MICHELE YOCKEY
311	08/31/2023	298641	4,525.50	06/23 GAMING & CODING CAMPS	010.4424.5351	YOUTH TECH INC.
			<u>\$ 754,083.85</u>			

CITY OF ARROYO GRANDE

DEPARTMENTAL LABOR DISTRIBUTION

PAY PERIOD

08/04/2023 - 08/17/2023

8/25/2023

BY FUND		BY ACCOUNT	
General Fund	369,236.45	5101 Salaries Full time	241,011.26
Streets Fund	21,768.30	5101 Volunteer Employee Retirement	-
Sewer Fund	10,311.21	5102 Salaries Part-Time - PPT	3,302.00
Water Fund	22,568.96	5103 Salaries Part-Time - TPT	10,911.00
	<u>423,884.92</u>	5105 Salaries OverTime	23,313.40
		5106 Salaries Strike Team OT	-
		5107 Salaries Standby	1,723.10
		5108 Holiday Pay	1,207.12
		5109 Sick Pay	6,448.26
		5110 Annual Leave Buyback	-
		5111 Vacation Buyback	-
		5112 Sick Leave Buyback	-
		5113 Vacation Pay	7,176.43
		5114 Comp Pay	3,851.92
		5115 Annual Leave Pay	9,647.53
		5116 Salaries - Police FTO	-
		5121 PERS Retirement	35,302.33
		5122 Social Security	22,586.44
		5123 PARS Retirement	144.79
		5126 State Disability Ins.	948.13
		5127 Deferred Compensation	700.00
		5131 Health Insurance	48,309.15
		5132 Dental Insurance	2,874.00
		5133 Vision Insurance	775.97
		5134 Life Insurance	381.51
		5135 Long Term Disability	714.90
		5137 Leave Payouts	-
		5142 Unemployment Insurance	-
		5143 Uniform Allowance	-
		5144 Car Allowance	637.50
		5146 Council Expense	-
		5147 Employee Assistance	-
		5148 Boot Allowance	-
		5149 Motor Pay	615.68
		5150 Bi-Lingual Pay	150.00
		5151 Cell Phone Allowance	1,152.50
			<u>423,884.92</u>
OVERTIME BY DEPARTMENT:			
Administrative Services	-		
Information Services	-		
Community Development	-		
Police	19,847.73		
Public Works - Maintenance	2,295.47		
Public Works - Enterprise	1,170.20		
Recreation - Administration	-		
Recreation - Special Events	-		
Children In Motion	-		
	<u>23,313.40</u>		



MEMORANDUM

TO: City Council

FROM: Bill Robeson, Interim City Manager
Nicole Valentine, Administrative Services Director

SUBJECT: Consideration of a Homeless Service Grant Agreement with 5Cities Homeless Coalition

DATE: September 26, 2023

SUMMARY OF ACTION:

Approval of a Grant Agreement (Attachment 1) with 5Cities Homeless Coalition (5CHC) to provide Homeless Winter Shelter Support.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

Funding in the amount of \$300,000 was allocated towards Homeless Shelter support from American Rescue Plan Act (ARPA) funds received by the City. \$100,000 of the ARPA funds is included in this agreement with 5CHC to provide Winter Shelter support. Staff is working with 5CHC to identify appropriate programs and services for the remaining \$200,000. As these are confirmed, separate agreements will be brought to the Council for consideration.

RECOMMENDATION:

1) Review the proposal from 5CHC and authorize the Interim City Manager to execute a Grant Agreement between the City and 5CHC for Winter Shelter Support in the City subject to any, minor, technical, or non-substantive changes as approved by the Interim City Manager and City Attorney that effectuates City Council's intent; 2) Make findings that approval of an agreement and expenditure of funds is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

BACKGROUND:

In 2021, the City was allocated \$4,300,241 in ARPA funding from the federal government. To support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, ARPA established the Coronavirus State and Local Recovery Fund, designed to deliver \$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and recover from the

Item 9.b.

City Council

Consideration of a Homeless Service Grant Agreement with 5Cities Homeless Coalition

September 26, 2023

Page 2

economic impacts caused by the public health crisis. The United States Treasury has issued rules detailing how ARPA funds may be used. One such use includes affordable housing programs provided to households, businesses, or populations disproportionately impacted by the COVID-19 public health emergency. Additionally, ARPA funds may be provided to nonprofit organizations to address impacts associated with the pandemic.

5CHC is a non-profit organization focused on providing service to families and individuals by providing the resources, support, and hope needed to become self-sufficient, productive community members. The organization submitted a request for a portion of the City's available ARPA funding to support the Winter Shelter program. At its meeting on October 12, 2021, the City Council allocated \$300,000 of the City's ARPA funding to Homeless Shelter support. Following this action, City staff worked with 5CHC to review a refined proposal that would utilize \$100,000 from ARPA funding to increase support for the Homeless population within Arroyo Grande.

The Winter Shelter program provides safe emergency shelter during weather events such as rain and/or cold temperatures, meals, and case management services. Traditionally 5CHC has activated the warming center with predictions of temperatures below 38°F, or with rain forecast at 50% or greater. The primary goal of the program and warming center is to keep people from falling ill or dying due to exposure to sometimes harsh seasonal elements. Since 2015, 5CHC has operated a seasonal warming center during inclement weather. This center has been limited to a 4-5 month operating period due to the limited availability of space in the community. From mid November 2022 to March 31, 2023, the warming center opened on 58 nights, but only remained open on 4 days during extreme flooding. 118 unique individuals (84 Male and 34 Female) took advantage of the center during the courses of the winter, with 87 of them reporting being first-time guests not having utilized the shelter in prior years. 35% of the guests were aged 50 and older.

ANALYSIS OF ISSUES:

Permanent Location and Operation for Inclement Weather Shelter/Winter Shelter

A new location has been identified, and the proposed ARPA funding allocation will assist 5CHC to enter into a long-term lease for a year-around facility that will both serve as an inclement weather shelter, which will administer the Winter Shelter program, and also enable the Coalition to potentially expand services with a new recuperative care program. 5CHC plan includes providing 60 nights of shelter operation over the course of the entire winter and does not require 5CHC to vacate the facility by March 30th (as has been the limitation of prior locations). 5CHC also intends to expand its shelter services to remain open during the day, when needed, depending on the weather.

Item 9.b.

City Council
Consideration of a Homeless Service Grant Agreement with 5Cities Homeless Coalition
September 26, 2023
Page 3

5CHC is requesting \$100,000 for 3 fiscal years as shown in the table below:

Fiscal Year ARPA Allocation	
FY 2023-24	34,000
FY 2024-25	33,000
FY 2025-26	33,000
	100,000

The full proposal including draft budget can be found in Attachment 2. The budget reflects that the warming center estimated cost to operate for 60 nights per season far exceed the funding requested from the City.

The City will continue to work with 5CHC to identify options to allocate the remaining \$200,000 in ARPA funds.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve and authorize the Interim City Manager to execute a Grant Agreement between the City and 5CHC for \$100,000 towards the Winter Shelter program subject to any, minor, technical, or non-substantive changes as approved by the Interim City Manager and City Attorney that effectuates City Council's intent;
2. Modify and approve the Grant Agreement and authorize its execution;
3. Do not approve the Grant Agreement, which will delay and/or not provide funding to the Winter Shelter program and another eligible use will need to be identified;
or
4. Provide other direction to staff.

ADVANTAGES:

The \$100,000 allocation to 5CHC from ARPA Funding will help ensure that the City spends the ARPA allocation before the allotted timeframe to expend those funds under Federal regulations expires on December 31, 2026.

DISADVANTAGES:

No disadvantages have been identified.

ENVIRONMENTAL REVIEW:

The proposed agreement and expenditure of funds is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

City Council

Consideration of a Homeless Service Grant Agreement with 5Cities Homeless Coalition

September 26, 2023

Page 4

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Proposed Grant Agreement
2. 5CHC Winter Shelter Proposal

Item 9.b.

HOMELESSNESS PREVENTION SERVICES GRANT AGREEMENT

**BY AND BETWEEN
CITY OF ARROYO GRANDE
AND
5CITIES HOMELESS COALITION**

(ARPA REVENUE LOSS CATEGORY PROJECT)

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Arroyo Grande, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 E. Branch Street, Arroyo Grande, California 93420, County of San Luis Obispo, State of California ("City") and 5Cities Homeless Coalition, a California Nonprofit Corporation, with its principal place of business at 100 South 4th Street, PO Box 558, Grover Beach, CA 93483 ("Recipient"). City and Recipient are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 On March 10, 2021, the United States Congress passed, and President Joseph Biden signed into law, the American Rescue Plan Act ("ARPA");

2.2 ARPA established the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF"), together known as the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program, which provide a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

2.3 The Interim Final Rule on SLFRF issued by the Department of the Treasury effective May 17, 2021, and the Final Rule issued by the Department of the Treasury effective April 1, 2022, (together the Interim Final Rule and the Final Rule are hereinafter referred to as the "Rule") provide the rules and guidelines for how the ARPA funds may specifically be spent. Further, the Rule allows for the City to transfer SLFRF funds to a Recipient who experienced public health impact or a negative economic impact due to the COVID-19 public health emergency.

2.4 The City received federal funding in the form of SLFRF under ARPA ("Funds") in response to the coronavirus ("COVID-19") pandemic. These funds may be used to fund services traditionally provided by a government.

2.5 Under ARPA, the City may provide grants to Beneficiaries to mitigate the negative economic impacts of the COVID-19 pandemic. Treasury has defined Beneficiaries to include individuals, households, 501(c)(3) or 501(c)(19) non-profit organizations, small businesses and impacted industries that experienced public health or negative economic impacts as a result of the COVID-19. Further, the City may use ARPA funds under the revenue loss project category to

obtain government services.

2.6 By letter dated June 21, 2023, Recipient submitted a proposal to provide homelessness prevention and supportive services in programs further described in Exhibit "A", which include but are not limited to a winter warming shelter ("Programs").

2.7 The City desires to provide grant funds to Recipient in consideration for operation of the Program in accordance with the Program Budget attached hereto as , Exhibit "B" attached hereto and incorporated herein by reference ("Program Budget"), subject to and in accordance with the requirements of this Agreement, including but not limited to the deadlines and schedules applicable to the Funds.

3. TERMS.

3.1 Scope of Programs and Term; Restrictions on Use of Funds.

3.1.1 General Use of Funds. Recipient promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately operate the Programs. All Programs shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 ARPA Related Restrictions. The Funds paid under this Agreement are subject to the following conditions:

3.1.2.1 The Recipient agrees to abide by all terms and conditions set forth in ARPA, the Rule, additional accompanying guidance, and this Agreement.

3.1.2.2 All Funds must be obligated by December 31, 2024.

3.1.2.3 All Funds must be expended by December 31, 2026.

3.1.2.4 The use of Funds are to provide services traditionally provided by the City, including operation of homelessness prevention programs.

3.1.2.5 All Funds must be expended for Programs and all invoices for Programs submitted to the City for review by the City and closeout in accordance with ARPA requirements on or before October 31, 2026.

3.1.2.6 The Funds shall not be used for any activity that would violate City, state or federal statutory or decisional law, and must be spent in accordance with this Agreement and ARPA.

3.1.3 Term. The term of this Agreement shall be from the Effective Date to December 31, 2026, unless earlier terminated as provided herein. Recipient shall operate the Programs using the Funds within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if so desired; provided, however, City shall not extend the deadline for use of the Funds and City shall be under no obligation to provide additional funding of any kind for the Programs.

3.2 Grant Funds.

3.2.1 Grant Funds; Program Budget. Recipient shall receive Funds for expenses incurred in accordance with the Program Budget, such Funds not exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). The Program Budget, but not the total amount of Funds to be provided, may be amended from time to time pursuant to an amended Program Budget submitted to the City by Recipient for approval of the City Manager or City Representative, as applicable, at their reasonable discretion.

3.2.2 Payment of Funds. Recipient shall submit to City a reimbursement request which indicates the amount, payee, exact use of, and Program Budget category for all expenses incurred by Recipient for Programs. The reimbursement request shall include copies of any invoices for which Funds are requested and proof of payment of the invoice. City shall, within 30 days of receiving such complete reimbursement request, review the reimbursement request and pay all non-disputed and approved charges. If the City disputes any of Recipient's requested reimbursements, the City shall give written notice to Recipient within thirty (30) days of receipt of an reimbursement request of any disputed fees set forth therein. Payment shall not constitute acceptance of any reimbursement request completed by Recipient. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Recipient shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" of this Agreement.

3.3 Responsibilities of Recipient.

3.3.1 Certification. By signing the Agreement, Recipient certifies that the information provided in its June 21, 2023 proposal was true and accurate and that the Funds received pursuant to this Agreement will be used exclusively to mitigate the impacts of homelessness and for the purposes described herein.

3.3.2 Independent Contractor; Control and Payment of Subordinates. The Programs shall be performed by Recipient or under its supervision. Recipient will determine the means, methods and details of performing the Programs subject to the requirements of this Agreement. Recipient is receiving Funds in the form of a grant and is not being retained as an employee. Any personnel performing the Programs on behalf of Recipient shall not be employees of City and shall at all times be under Recipient's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Recipient or any of Recipient's officers, employees or agents, except as set forth in this Agreement. Recipient shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Programs under this Agreement and as required by law. Recipient shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.3 Schedule of Programs. Recipient shall perform the Programs in a prompt and timely manner and in accordance with the Scope of Programs and Restrictions on Use of Funds set forth above. Recipient represents that it has the professional and technical personnel required to perform the Programs expeditiously. Upon request of City, Recipient shall provide a more detailed schedule of anticipated performance to meet all applicable deadlines.

3.3.4 Substitution of Key Personnel. Recipient has represented to City that certain key personnel will perform and coordinate the Programs under this Agreement. Should one or more of such personnel become unavailable, Recipient may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Recipient cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Janna Nichols, Executive Director

3.3.5 City's Representative. The City hereby designates Bill Robeson, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all documents and reports submitted by Recipient but not the authority to enlarge the Scope of Programs or change the amount or source of Funds due to Recipient under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Programs or change the Recipient's amount or source of Funds subject to the provisions contained in this Agreement. Recipient shall not accept direction or orders from any person other than the City Manager, City's Representative or their designee.

3.3.6 Recipient's Representative. Recipient hereby designates Janna Nichols, Executive Director, or his/her designee, to act as its representative for the performance of this Agreement ("Recipient's Representative"). Recipient's Representative shall have full authority to represent and act on behalf of the Recipient for all purposes under this Agreement. The Recipient's Representative shall supervise and direct the Programs, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Programs under this Agreement.

3.3.7 Reserved.

3.3.8 Standard of Care: Performance of Employees. Recipient shall perform all Programs under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Recipient represents and maintains that it is skilled in the professional calling necessary to perform the Programs. Recipient warrants that all employees and subrecipients shall have sufficient skill and experience to perform the Programs assigned to them. Recipient represents that it, its employees and subrecipients have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Programs, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Recipient shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Recipient's failure to comply with the standard of care provided for herein. Any employee of the Recipient or its subrecipients who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Programs, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Programs in a manner acceptable to the City, shall be promptly removed from the Programs by the Recipient and shall not be re-employed to perform any of the Programs.

3.3.9 Period of Performance.

3.3.9.1 Recipient shall perform all Programs and expend the Funds in accordance with the deadlines imposed under this Agreement within the Term set forth above ("Performance Time"). Recipient agrees that if the Programs are not completed within the aforementioned Performance Time and/or pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Recipient shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Recipient and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Recipient to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Recipient shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the use of the Funds or performance of the Programs, including but not limited to the Federal Requirements (as such term is herein defined) set forth in Exhibit "A-1" to this Agreement, which is incorporated herein by this reference and all Cal/OSHA requirements, and shall give all notices required by law. Recipient shall be liable for all violations of such laws and regulations in connection with the Programs and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause and seek repayment of any Funds improperly spent.

3.3.10.2 Employment Eligibility; Recipient. Recipient certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subrecipients and sub-subrecipients to comply with the same. Recipient certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Recipient represents that it is an equal opportunity employer and it shall not discriminate against any subrecipient, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Recipient shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Recipient must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Recipient shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Recipient, its subrecipients, or others for whom Recipient is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Recipient shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Programs including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Recipient must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Programs are to be conducted, regulating water quality and storm water discharges. City may seek damages from Recipient for delay in completing the Programs caused by Recipient's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Recipient shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Programs, the Recipient shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Recipient shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Recipient shall not allow any subrecipient to commence work on any subcontract until it has provided evidence satisfactory to the City that the subrecipient has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Recipient, in partial performance of its obligations

under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Recipient agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Programs Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Programs Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Recipient's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Recipient shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Recipient; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Recipient shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Recipient or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Recipient hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subrecipients.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Recipient, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Recipient shall, within ten (10) days after receipt of written notice of such

cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Recipient acknowledges and agrees that actual or alleged failure on the part of the City to inform Recipient of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Recipient, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Recipient pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Recipient or City will withhold amounts sufficient to pay premium from Recipient payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Recipient to provide complete copies of all insurance policies in effect for the duration of the Agreement.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Recipient from liability in excess of such coverage, nor shall it limit the Recipient's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Recipient shall report to the City, in addition to Recipient's insurer, any and all insurance claims submitted by Recipient in connection with the Programs under this Agreement.

3.3.11.12 Insurance for Subrecipients. Recipient shall include all subrecipients engaged in any work for Recipient relating to this Agreement as additional insureds under the Recipient's policies, or the Recipient shall be responsible for causing subrecipients to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subrecipient's policies. All policies of Commercial General Liability insurance provided by Recipient's subrecipients performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Recipient shall not allow any subrecipient to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subrecipient's compliance with all insurance requirements under this Agreement, to the extent applicable. The Recipient shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Recipient is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Programs are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Recipient agrees to fully comply with such Prevailing Wage Laws. City shall provide Recipient with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Recipient shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Programs available to interested parties upon request, and shall post copies at the Recipient's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Recipient shall therefore comply with such Labor Code sections to the fullest extent required by law. Recipient shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Programs are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Recipient and all subrecipients must be registered with the Department of Industrial Relations ("DIR"). Recipient shall maintain registration for the duration of the Agreement and require the same of any subrecipients.

3.4.3 Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. It shall be Recipient's sole responsibility to comply with all applicable registration and labor compliance requirements, including the

submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Recipient or any subrecipient that affect Recipient's performance of services, including any delay, shall be Recipient's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Recipient caused delay and shall not be compensable by the City. Recipient shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Recipient or any subrecipient.

3.4.4 Labor Certification. By its signature hereunder, Recipient certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Programs.

3.5 Violations and Termination of Agreement.

3.5.1.1 Effect of Violations of Agreement. If the City discovers that Recipient has breached any part of this Agreement or made a material misrepresentation, or otherwise provided false information in its proposal or any document provided to City to support Recipient's request or a reimbursement, or Recipient has misused the Funds or used them for an ineligible expenditure, Recipient shall return the entirety of the Funds to the City within ten (10) calendar days of the City's written notice. The City's decision shall be final. Additionally, the City shall have all other remedies besides the remedy provided herein to enforce this Agreement and its Program.

3.5.1.2 Specific Performance. Recipient agrees that, by accepting Funds, the City has the legal right, and that all necessary conditions have been satisfied, to specifically enforce Recipient's obligations pursuant to this Agreement.

3.5.1.3 Grounds for Termination. Notwithstanding anything to the contrary herein, City may, by written notice to Recipient, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Recipient of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination for cause, Recipient may be required to refund any portion of the Funds that have been spent contrary to this Agreement and Recipient shall be entitled to no further compensation. Recipient may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.4 Effect of Termination. If this Agreement is terminated as provided herein, City may require Recipient to provide all finished or unfinished Documents and Data and other information of any kind prepared by Recipient in connection with the performance of Programs under this Agreement. Recipient shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.5 Mitigation for Programs. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Recipient shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Recipient, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Programs or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Recipient's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Recipient, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Recipient's obligation to defend, indemnify, and/or hold harmless arises out of Recipient's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Recipient's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Recipient, and, upon Recipient obtaining a final adjudication by a court of competent jurisdiction, Recipient's liability for such claim, including the cost to defend, shall not exceed the Recipient's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records.

3.7.1.1 Recipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Recipient shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Recipient shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.1.2 Recipient shall maintain true, proper, and complete documentation that evidences Recipient's expenditures for approved uses of Funds ("Records") for five (5) years after all funds have been expended or through December 31, 2026, whichever date is later. Recipient shall make available to City such Records within ten (10) calendar days of the City's request. Recipient understands that other agencies, including, without limitation, the federal government, is authorized to audit City's use of ARPA funds. Recipient shall use its best efforts to cooperate, promptly, in any audit by any agency or entity, including a City audit. This Section shall survive the termination or expiration of this Agreement.

3.7.1.3 Recipient shall provide notification to City of any audits or investigations including results, findings, and/or liens

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Contractors. Recipient is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Recipient is in compliance with the California Labor Code, Recipient shall only utilize its employees to provide the Programs. Recipient may not provide the services through any independent contractor, subcontractor or subrecipient ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Recipient represents and warrants that all personnel who perform the Programs on Recipient's behalf are Recipient's employees, and that Recipient complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Recipient shall not use any Subcontractor to provide the Programs, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Recipient to use a Subcontractor, Recipient shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subrecipients without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Recipient:	5Cities Homeless Coalition 100 South 4 th Street, PO Box 558 Grover Beach, CA 93483 ATTN: Janna Nichols, Executive Director
City:	City of Arroyo Grande 300 E. Branch Street Arroyo Grande, CA 93420 ATTN: Bill Robeson, Interim City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Recipient under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Recipient on other projects without the City's express written permission. Within thirty (30) days

following the completion, suspension, abandonment or termination of this Agreement, Recipient shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. Recipient shall have no right to retain or fail to provide to City any such documents pending resolution of a dispute. In addition, Recipient shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Programs under this Agreement, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Recipient shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subrecipients. Recipient shall require all subrecipients to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subrecipient prepares pursuant to this Agreement. Recipient represents and warrants that Recipient has the legal right to license any and all Documents & Data. Recipient makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Recipient or its subrecipients, or those provided to Recipient by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Agreement or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Agreement without employing the services of Recipient shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Agreement, it shall remove the Recipient's seal from the Documents & Data and indemnify and hold harmless Recipient and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Recipient shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Recipient shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Recipient, a party for whom the Recipient is legally responsible or liable, or anyone approved by the Recipient.

3.7.4.4 Indemnification. Recipient shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Recipient in connection with the performance of this Agreement shall be held confidential by Recipient. Such materials shall not, without the prior written consent of City, be used by Recipient for any purposes other than the performance of the Programs. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Programs. Nothing furnished to Recipient which is otherwise known to Recipient or is generally known, or has become known, to the related industry shall be deemed confidential. Recipient shall not use City's name or insignia, photographs, or any publicity pertaining to the Programs provided under this Agreement in any

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Recipient must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Recipient. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Recipient shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Fund Other Beneficiaries. City reserves right to fund other beneficiaries in connection with services similar to the Programs.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Recipient shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Recipient shall not subcontract any portion of the Programs required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Recipient include all personnel, employees, agents, and subrecipients of

Recipient, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Taxes. The City and Recipient expressly agree that the Recipient shall be responsible for all taxes that are associated in any way with the receipt or use of the Funds.

3.7.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.19 Prohibited Interests. Recipient maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Recipient, to solicit or secure this Agreement. Recipient warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Recipient, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Recipient further agrees to file, or shall cause its employees or subrecipients to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Programs. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.20 Authority to Enter Agreement. Recipient has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.22 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.8 Federal Provisions. Funding for the Programs is provided, in whole or in part, by

an agency of the federal government; Recipient shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARROYO GRANDE AND
5CITIES HOMELESS COALITION**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written (the "Effective Date").

CITY OF ARROYO GRANDE

5CITIES HOMELESS COALITION

Approved By:

Bill Robeson, Interim City Manager

By: _____
Ken Dalebout, President

Approved as to Form:

Best Best & Krieger LLP
Isaac Rosen, City Attorney

By: _____

Its: _____

Printed Name: _____

Attested By:

City Clerk

EXHIBIT “A”

PROGRAMS

City of Arroyo Grande Winter Shelter Proposal



5Cities Homeless Coalition operates a seasonal winter warming center, which provides emergency shelter, meals, and case management services. 5CHC case managers on site during guest hours to perform initial assessments for clients, to identify case plans for long-term housing stability, and provide for their immediate needs. The primary goal of the warming center is to keep people from falling ill or dying due to seasonal elements. That said, the Coalition's goals are far broader, in that we endeavor, as with all of our programs, to assist people in transforming their lives and regaining permanent housing (or preventing homelessness in the first place).

This proposal focuses on two key programs:

- Permanent Location and Operation for Inclement Weather Shelter; and
- Potential for Expanded Recuperative Care

Winter Warming Center 2023-2024/2025-26 Seasons – South County's Only Inclement Weather Shelter:

Historically 5Cities Homeless Coalition has operated a seasonal shelter during inclement weather. This shelter has been limited to operating 4-5 months due to the limited availability of shelter space in the community. 5CHC has operated a winter warming center since 2015, in that time there has been no permanent location for the shelter and it has been required to move 6 times in the past 8 years. The shelter services have been provided in a small 20 x 20 conference room at the Department of Social Services, at two different churches, and three different civic centers. In each location, the shelter has been forced to set-up and break-down on a daily-basis; and has operated under limited conditions, often times having to share space with other programs or events. This past season only one location was finally able to be secured in late November, the South County Regional Center operated by the South County Chamber, which required a rental fee of \$2,500 per night of operation (to offset their ability to rent the facility at other days and times). This location was only available due to limited use opportunities during COVID, will not be available in the 2023-24 season, which caused 5CHC and local community leaders to aggressively look for a potentially permanent location.

A new location has been identified, and this proposal will assist 5CHC to enter into a

long-term lease for a year-around facility that will both serve as an inclement weather shelter and also enable the Coalition to potentially expand services with a new recuperative care program. Details of the new facility follow.

Inclement Weather Shelter: Due to limited availability for seasonal space, 5CHC has been limited to operating the winter shelter for no more than 5 months and has also been required to limit service to night-time only and closing during the day. Even in heavy storms, the shelter has closed at 7:00 a.m. and shelter guests were asked to vacate the property.

This proposal plans for 60 nights of shelter operation (which could be extended should weather or shelter needs change) over the course of the entire winter and does not require 5CHC to vacate the facility by March 30th (as has been the limitation of prior locations). 5CHC also intends to expand its shelter services to remain open during the day if needed, depending on the weather. The current plan, in keeping with prior years, is to activate the winter shelter with predictions of temperatures below 38°F, or with rain forecast at 50% or greater.

An added benefit of a long-term lease for the shelter, is that it will enable 5CHC to admit pets along with their owners. It is anticipated that shelter utilization will increase, once it is known that pets will also be welcome. Due to the shared uses of prior locations with other events or service, 5CHC had to restrict pets and only allow for service animals.

This last season (mid-November 2022-March 31, 2023) the shelter opened on 58 nights, but only remained open on 4 days during extreme flooding. 118 unique individuals (84 Male and 34 Female) took advantage of the shelter during the courses of the winter, with 87 of them reporting being first-time guests not having utilized the shelter in prior years. 35% of the guests were age 50 and older.

Due to the COVID pandemic a majority of our shelter volunteers were unable to serve as overnight monitors at the shelter as in years past. Since the height of the COVID pandemic some volunteers have returned to serve at the facility, but most have done this in providing an evening meal, with very few renewing their services as an overnight monitor. Thus, the budget reflects paid staffing for shelter monitors, and a reduced amount for shelter meals.

Expanded Recuperative Care Services – Not currently offered in South County: 5CHC has strong collaborative relationships with Arroyo Grande Community Hospital (a part of Marian Medical Center), and other homeless service providers in the region. It has long been recognized that there are not sufficient recuperative care respite beds available in the region for those experiencing homelessness, and none in South County.

By securing a permanent location for the winter shelter, a new opportunity has presented itself, to expand utilization of the building on a year-around basis. One such opportunity is to fill a need for recuperative care for those experiencing homelessness, but not needing hospitalization. 5CHC has only recently initiated discussions regarding a recuperative care program with CenCal Health and Dignity

Health, and has not yet spoken with the City to initiate this new program, and thus the budget presented does not include this service.

Building Lease:

A building has been identified, and for which 5CHC is now in final negotiations to lease. Several steps are underway to make this facility available for the upcoming winter shelter and future discussions regarding year-around operations.

5Cities Homeless Coalition has drafted a management plan that includes information about staff training, security, methods for screening guest to ensure compatibility with services provided at the facility, as well as information about training, counseling and treatment programs provided at the shelter. The remaining piece to include relates to neighborhood outreach, which we hope to further define once a lease is finalized and a target move-in date is finalized with the owner.

5CHC understands that our request to the City, may be conditional on the City's acceptance of our operation plan, as defined in the Municipal Code.

Attached is a three-year budget, that aligns with the City's deadline for expenditure of the ARPA funds by Dec. 31, 2026. One point of note is to highlight that no funds from the City of Grover Beach are currently targeted to this program. 5CHC has current grant agreements in place with the City of Grover Beach for services including support 5CHC's newly opened non-congregate "Cabins for Change" shelter and additional support to open a second shelter. The City of Grover Beach has heavily supported the winter shelter in prior years, and 5CHC will seek further support in future years.

A draft budget is on succeeding page, estimating cost utilization for 60 nights and 20 days of operation. Due to the variability of weather should it not be necessary to utilize the budgeted funds in one year, 5CHC will spend down those with the restricted spending deadlines and carry the residual forward.

EXHIBIT "A-1"

FEDERAL REQUIREMENTS

1. Recipient acknowledges that the funding for the agreement to which this Exhibit is attached ("Agreement") is from federal, state, and/or City funds, including but not limited to American Rescue Plan Act State and Local Fiscal Recovery Funds ("ARPA"). Recipient shall comply with the requirements of the funding source, which includes but is not limited to ARPA, as applicable to projects funded under the Revenue Loss category.
2. With respect to any conflict between the funding source requirements, this Exhibit, the terms of the Agreement, or the provisions of state law, or city law or regulation, the more stringent requirement shall control. In the event of an irreconcilable conflict between the requirements of the funding source and the Agreement, the requirement of the funding source shall control and shall amend the Agreement to the extent, and only to the extent, of the irreconcilable conflict.
3. Recipient agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy adopted or issued by the State or Federal government, or the awarding Federal agency.
4. Recipient shall comply with the assurances and certifications, which are attached hereto and incorporated herein.

(Specific Assurances and Certifications begin on next page.)

SPECIFIC ASSURANCES AND CERTIFICATIONS

1. ASSURANCES

In performing its responsibilities under this Agreement, Recipient assures that it will fully comply with the following provisions as applicable:

1.1 American Rescue Plan Act - Generally

1.1.1 **Recipient** shall comply with the requirements of

(a) section 602 and 603 of the Social Security Act, regulations adopted by the U.S. Department of Treasury pursuant to sections 602(f) and 603(f) of the Act;

(b) Coronavirus State and Local Fiscal Recovery Funds Final Rule, codified at 31 CFR Part 35,

(c) U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions, and

(d) Guidance issued by Treasury regarding the foregoing, all of which are expressly incorporated herein by reference.

1.1.2 **Recipient** agrees and acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, contractor, or any other party pertaining to any matter resulting from the Agreement.

1.2 Federal regulations applicable to ARPA-funded Agreements

Recipient shall comply with the requirements of federal regulations applicable to this Agreement funded through ARPA, including, without limitation, the following:

1.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury; including without limitation: (i) the requirement that costs be allowable under 2 CFR 200.403, and (iii) comply with the Single Audit Act under Subpart F – Audit Requirements of the Uniform Guidance.

1.2.2 Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

1.2.3 **Recipient** Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

1.2.4 Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.

1.2.5 New Restrictions on Lobbying, 31 CFR Part 21.

1.2.6 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

1.2.7 Generally applicable federal environmental laws and regulations and all other applicable Federal, State, and City laws, executive orders, regulations and policies governing this Agreement.

1.3 Non-Discrimination

Recipient shall comply with the statutes and regulations prohibiting discrimination, including but not limited to:

1.3.1 Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

1.3.2 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

1.3.3 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9);

1.3.4 Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

1.3.5 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

1.3.6 **Recipient** acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). **Recipient** understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, **Recipient** shall

(a) Initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities, which may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the **Recipient's** programs, services, and activities under the Agreement.

(b) Consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities under the Agreement. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(c) Acknowledge and agree that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon **Recipient** and **Recipient's** successors, transferees and assignees for the period in which such assistance is provided.

(d) Acknowledge and agree that it must require any contractors, subcontractors, successors, transferees, and assignees to comply with the assurances f(ii) and f(iii), above, and agrees to incorporate the following language in every contract or agreement subject to Title VI between **Recipient** and its subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.4 Protections for Whistleblowers.

1.4.1 In accordance with 41 U.S.C. § 4712, **Recipient** may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

1.4.2 The list of persons and entities referenced in the paragraph above includes the following:

- (a) A member of Congress or a representative of a committee of Congress;
- (b) An Inspector General;
- (c) The Government Accountability Office;
- (d) A Treasury employee responsible for contract or grant oversight or management;

(e) An authorized official of the Department of Justice or other law enforcement agency;

(f) A court or grand jury; or

(g) A management official or other employee of **Recipient**, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct

1.4.3 **Recipient** shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.5 Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1.6 Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subconsultants, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

1.7 Conflicts of Interest.

Recipient shall take all necessary affirmative steps to prevent conflicts of interest as required by 2 CFR § 200.318 and the City's conflict of interest policy, including but not limited to written disclosure to the City of any potential conflict of interest.

1.8 Records and Access.

1.8.1 **Recipient** shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, and 2 CFR 200.334-.338.

1.8.2 **Recipient** shall provide the Department of Treasury, Inspectors General, the Comptroller of the United States, City or any of their authorized representatives access to any documents, papers, or other records of the **Recipient** which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and to allow such parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed and access to construction or work sites pertaining to the Services being completed under the Agreement.

1.8.3 Records shall be maintained by **Recipient** for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later, with such date anticipated by **Recipient** and the City to be December 31, 2026.

(Certifications begin on next page.)

2. CERTIFICATIONS

2.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

As required by Executive Orders 12549 and 12689, the undersigned, on behalf of the Recipient, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Further, the undersigned agrees this is a covered transaction under 2 CFR Part 180 and will, consequently, include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the Agreement is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.

2.2 FALSE STATEMENTS.

Recipient understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

2.3 CERTIFICATION OF NON-DELINQUENCY OF FEDERAL DEBT.

The undersigned, on behalf of the Recipient, certifies to the best of his or her knowledge and belief that the Recipient is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

2.4 PERIOD OF PERFORMANCE

Notwithstanding any other expiration date provided in the Agreement, the period of performance for the City's award ends on December 31, 2026. Recipient acknowledges that failure to submit any documentation to the City (including but not limited to invoices, compliance reports, change orders, progress reports, or backup documentation supporting invoices) at least sixty days prior to this date and/or failure to complete any activity required under the Agreement prior to the end of the period of performance may result in loss of federal funds for the project and shall constitute an event of default under the Agreement.

As the duly authorized representative of the Recipient, I hereby certify that the Recipient will comply with the requirements of this Exhibit including the above certifications and has the authority to enter in to this Exhibit to the Agreement.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

EXHIBIT “B”
PROGRAM BUDGET

36 Month Facility Use (Including Seasonal Inclement Shelter Operation - Nov. -March Annually)			
	2023-24	2024-25	2025-26
Income:			
Private Cash Contributions (No Expenditure Deadline) - 2023-24 Secured	\$115,000	\$115,000	\$115,000
County of San Luis Obispo - PLHA (Flexible Spending Deadline) - 2023-24 Secured	\$61,907	\$61,907	\$61,907
City of Pismo Beach GF	\$25,000	\$25,000	\$25,000
City of Grover Beach GF	\$0	\$10,000	\$10,000
City of Arroyo Grande ARPA (Expend Deadline 12/31/2026)	\$34,000	\$33,000	\$33,000
TOTAL INCOME	\$235,907	\$244,907	\$244,907
Expense:			
Facility - 12 Month Operational Costs			
Rent (12 Mo x \$3150)	\$37,800	\$38,934	\$40,102
Trash (\$100/mo)	\$1,200	\$1,236	\$1,273
Internet/Phone (\$250/mo)	\$3,000	\$3,090	\$3,183
Gas/Electric (\$1000/mo)	\$12,000	\$12,360	\$12,731
Water (\$75/mo)	\$900	\$927	\$955
Janitorial (\$1,000/mo)	\$12,000	\$12,360	\$12,731
Night-Time Warming Center - 60 Nights Per Season			
Supervision – Program Manager .05 FTE	\$4,990	\$5,240	\$5,501
Warming Center Supervisor .25 FTE (Coordinated Entry/Case Management)	\$22,062	\$23,165	\$24,323
Warming Center Monitors (2/shift x 16hrs)	\$57,600	\$60,480	\$63,504
Food (20 Guests * \$10@ * 60 Nights)	\$12,000	\$12,360	\$12,731
Transportation (\$1,000 * 6 Mo)	\$5,000	\$6,000	\$7,000
Linen Supply (Bedding and Towels Replacement)	\$2,000	\$500	\$500
Laundry (Client Bedding)	\$10,000	\$10,300	\$10,609
Expanded Day-Time Warming Center Staffing - Severe			
Storms Warming Center Monitors (2/shift x 8hrs) - 20 days	\$9,440	\$9,912	\$10,408
Equipment/Program Supplies			
PPE/Isolation/Program Supplies	\$12,000	\$12,000	\$12,000
Equipment: 2 Client Computer Workstations	\$3,000	\$0	\$0
Replacement Cots	\$2,000	\$500	\$500
Commercial Washer/Dryer & Personal Client Cleaning Supplies	\$8,000	\$2,000	\$2,000
	\$214,992	\$211,364	\$220,050
Grant Management/Reporting/HMIS	\$4,500	\$4,725	\$4,961
Shared Operations Cost, 8%	\$17,199	\$16,909	\$17,604

TOTAL EXPENSE	\$236,691	\$232,998	\$242,616
---------------	-----------	-----------	-----------

Warming Center Operation: Estimate 60 nights per season

November 1 ,2023 - March 31, 2024

November 1, 2024 - March 31, 2025

November 1, 2025 - March 31, 2026

City of Arroyo Grande Winter Shelter Proposal



5Cities Homeless Coalition operates a seasonal winter warming center, which provides emergency shelter, meals, and case management services. 5CHC case managers on site during guest hours to perform initial assessments for clients, to identify case plans for long-term housing stability, and provide for their immediate needs. The primary goal of the warming center is to keep people from falling ill or dying due to seasonal elements. That said, the Coalition's goals are far broader, in that we endeavor, as with all of our programs, to assist people in transforming their lives and regaining permanent housing (or preventing homelessness in the first place).

This proposal focuses on two key programs:

- Permanent Location and Operation for Inclement Weather Shelter; and
- Potential for Expanded Recuperative Care

Winter Warming Center 2023-2024/2025-26 Seasons – South County's Only Inclement Weather Shelter:

Historically 5Cities Homeless Coalition has operated a seasonal shelter during inclement weather. This shelter has been limited to operating 4-5 months due to the limited availability of shelter space in the community. 5CHC has operated a winter warming center since 2015, in that time there has been no permanent location for the shelter and it has been required to move 6 times in the past 8 years. The shelter services have been provided in a small 20 x 20 conference room at the Department of Social Services, at two different churches, and three different civic centers. In each location, the shelter has been forced to set-up and break-down on a daily-basis; and has operated under limited conditions, often times having to share space with other programs or events. This past season only one location was finally able to be secured in late November, the South County Regional Center operated by the South County Chamber, which required a rental fee of \$2,500 per night of operation (to offset their ability to rent the facility at other days and times). This location was only available due to limited use opportunities during COVID, will not be available in the 2023-24 season, which caused 5CHC and local community leaders to aggressively look for a potentially permanent location.

A new location has been identified, and this proposal will assist 5CHC to enter into a long-term lease for a year-around facility that will both serve as an inclement weather shelter and also enable the Coalition to potentially expand services with a new recuperative care program. Details of the new facility follow.

Inclement Weather Shelter: Due to limited availability for seasonal space, 5CHC has been limited to operating the winter shelter for no more than 5 months and has also been required to limit service to night-time only and closing during the day. Even in heavy storms, the shelter has closed at 7:00 a.m. and shelter guests were asked to vacate the property.

This proposal plans for 60 nights of shelter operation (which could be extended should weather or shelter needs change) over the course of the entire winter and does not require 5CHC to vacate the facility by March 30th (as has been the limitation of prior locations). 5CHC also intends to expand its shelter services to remain open during the day if needed, depending on the weather. The current plan, in keeping with prior years, is to activate the winter shelter with predictions of temperatures below 38°F, or with rain forecast at 50% or greater.

An added benefit of a long-term lease for the shelter, is that it will enable 5CHC to admit pets along with their owners. It is anticipated that shelter utilization will increase, once it is known that pets will also be welcome. Due to the shared uses of prior locations with other events or service, 5CHC had to restrict pets and only allow for service animals.

This last season (mid-November 2022-March 31, 2023) the shelter opened on 58 nights, but only remained open on 4 days during extreme flooding. 118 unique individuals (84 Male and 34 Female) took advantage of the shelter during the courses of the winter, with 87 of them reporting being first-time guests not having utilized the shelter in prior years. 35% of the guests were age 50 and older.

Due to the COVID pandemic a majority of our shelter volunteers were unable to serve as overnight monitors at the shelter as in years past. Since the height of the COVID pandemic some volunteers have returned to serve at the facility, but most have done this in providing an evening meal, with very few renewing their services as an overnight monitor. Thus, the budget reflects paid staffing for shelter monitors, and a reduced amount for shelter meals.

Expanded Recuperative Care Services – Not currently offered in South County:

5CHC has strong collaborative relationships with Arroyo Grande Community Hospital (a part of Marian Medical Center), and other homeless service providers in the region. It has long been recognized that there are not sufficient recuperative care respite beds available in the region for those experiencing homelessness, and none in South County.

By securing a permanent location for the winter shelter, a new opportunity has presented itself, to expand utilization of the building on a year-around basis. One such opportunity is to fill a need for recuperative care for those experiencing homelessness, but not needing hospitalization. 5CHC has only recently initiated discussions regarding a recuperative care program with CenCal Health and Dignity Health, and has not yet spoken with the City to initiate this new program, and thus the budget presented does not include this service.

Building Lease:

A building has been identified, and for which 5CHC is now in final negotiations to lease. Several steps are underway to make this facility available for the upcoming winter shelter and future discussions regarding year-around operations.

5Cities Homeless Coalition has drafted a management plan that includes information about staff training, security, methods for screening guest to ensure compatibility with services provided at the facility, as well as information about training, counseling and treatment programs provided at the shelter. The remaining piece to include relates to neighborhood outreach, which we hope to further define once a lease is finalized and a target move-in date is finalized with the owner.

5CHC understands that our request to the City, may be conditional on the City's acceptance of our operation plan, as defined in the Municipal Code.

Attached is a three-year budget, that aligns with the City's deadline for expenditure of the ARPA funds by Dec. 31, 2026. One point of note is to highlight that no funds from the City of Grover Beach are currently targeted to this program. 5CHC has current grant agreements in place with the City of Grover Beach for services including support 5CHC's newly opened non-congregate "Cabins for Change" shelter and additional support to open a second shelter. The City of Grover Beach has heavily supported the winter shelter in prior years, and 5CHC will seek further support in future years.

A draft budget is on succeeding page, estimating cost utilization for 60 nights and 20 days of operation. Due to the variability of weather should it not be necessary to utilize the budgeted funds in one year, 5CHC will spend down those with the restricted spending deadlines and carry the residual forward.

36 Month Facility Use (Including Seasonal Inclement Shelter Operation - Nov. -March Annually)			
	2023-24	2024-25	2025-26
Income:			
Private Cash Contributions (No Expenditure Deadline) - 2023-24 Secured	\$115,000	\$115,000	\$115,000
County of San Luis Obispo - PLHA (Flexible Spending Deadline) - 2023-24 Secured	\$61,907	\$61,907	\$61,907
City of Pismo Beach GF	\$25,000	\$25,000	\$25,000
City of Grover Beach GF	\$0	\$10,000	\$10,000
City of Arroyo Grande ARPA (Expend Deadline 12/31/2026)	\$34,000	\$33,000	\$33,000
TOTAL INCOME	\$235,907	\$244,907	\$244,907
Expense:			
Facility - 12 Month Operational Costs			
Rent (12 Mo x \$3150)	\$37,800	\$38,934	\$40,102
Trash (\$100/mo)	\$1,200	\$1,236	\$1,273
Internet/Phone (\$250/mo)	\$3,000	\$3,090	\$3,183
Gas/Electric (\$1000/mo)	\$12,000	\$12,360	\$12,731
Water (\$75/mo)	\$900	\$927	\$955
Janitorial (\$1,000/mo)	\$12,000	\$12,360	\$12,731
Night-Time Warming Center - 60 Nights Per Season			
Supervision – Program Manager .05 FTE	\$4,990	\$5,240	\$5,501
Warming Center Supervisor .25 FTE (Coordinated Entry/Case Management)	\$22,062	\$23,165	\$24,323
Warming Center Monitors (2/shift x 16hrs)	\$57,600	\$60,480	\$63,504
Food (20 Guests * \$10@ * 60 Nights)	\$12,000	\$12,360	\$12,731
Transportation (\$1,000 * 6 Mo)	\$5,000	\$6,000	\$7,000
Linen Supply (Bedding and Towels Replacement)	\$2,000	\$500	\$500
Laundry (Client Bedding)	\$10,000	\$10,300	\$10,609
Expanded Day-Time Warming Center Staffing - Severe Storms			
Warming Center Monitors (2/shift x 8hrs) - 20 days	\$9,440	\$9,912	\$10,408
Equipment/Program Supplies			
PPE/Isolation/Program Supplies	\$12,000	\$12,000	\$12,000
Equipment: 2 Client Computer Workstations	\$3,000	\$0	\$0
Replacement Cots	\$2,000	\$500	\$500
Commercial Washer/Dryer & Personal Client Cleaning Supplies	\$8,000	\$2,000	\$2,000
	\$214,992	\$211,364	\$220,050
Grant Management/Reporting/HMIS	\$4,500	\$4,725	\$4,961
Shared Operations Cost, 8%	\$17,199	\$16,909	\$17,604
TOTAL EXPENSE	\$236,691	\$232,998	\$242,616

Warming Center Operation: Estimate 60 nights per season

November 1, 2023 - March 31, 2024

November 1, 2024 - March 31, 2025

November 1, 2025 - March 31, 2026



ACTION MINUTES
REGULAR MEETING OF THE CITY COUNCIL

September 12, 2023, 5:00 p.m.
Hybrid City Council Chamber/Virtual Zoom Meeting
215 East Branch Street, Arroyo Grande

Council Members Present: Mayor Ray Russom, Mayor Pro Tem Barneich, Council Member George, Council Member Guthrie, Council Member Secrest

Staff Present: City Clerk Jessica Matson, City Attorney Isaac Rosen, Interim City Manager Bill Robeson, Administrative Services Director Nicole Valentine, Interim Public Works Director Steve Kahn, Community Development Director Brian Pedrotti, City Engineer Shannon Sweeney

This meeting was conducted in a hybrid in-person/virtual format.

CLOSED SESSION MEETING 5:00 P.M.

1. CALL TO ORDER

Mayor Ray Russom called the meeting to order at 5:00 p.m.

2. ROLL CALL

City Clerk Matson took roll call. At the time of roll call, Council Member George was absent. Council Member George joined the meeting at 5:01 p.m.

3. FLAG SALUTE

Mayor Ray Russom led the flag salute.

4. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Mayor Ray Russom invited public comment. No public comments were received.

5. CLOSED SESSION

City Attorney Rosen announced that City Council will recess to a closed session for the following and will report any reportable action at the City Council Regular meeting at 6:00 p.m.:

a) LABOR NEGOTIATION PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

1. Employee Organization: Arroyo Grande Police Officers' Association

City-designated negotiators: Che Johnson, Special Labor Counsel; Tashina Ureno, Human Resources Officer; Nicole Valentine, Director of Administrative Services

2. Employee Organization: Service Employees International Union, Local 620

City-designated negotiators: Che Johnson, Special Labor Counsel; Tashina Ureno, Human Resources Officer; Nicole Valentine, Director of Administrative Services

3. Unrepresented Management Employees

City-designated negotiators: Che Johnson, Special Labor Counsel

4. City Manager

City-designated negotiators: Che Johnson, Special Labor Counsel

City Council adjourned to Closed Session at 5:02 p.m.

6. ADJOURNMENT

City Council adjourned Closed Session at 5:43 p.m.

REGULAR MEETING 6:00 P.M.

1. CALL TO ORDER

Mayor Ray Russom called the Regular City Council Meeting to order at 6:00 p.m.

2. ROLL CALL

City Clerk Matson took roll call.

3. MOMENT OF REFLECTION

4. FLAG SALUTE

Mayor Ray Russom led the flag salute.

5. AGENDA REVIEW

5.a Closed Session Announcements

City Attorney Rosen announced that there was no reportable action from the following:

City Council Closed Session Meeting of September 12, 2023

a) LABOR NEGOTIATION PURSUANT TO GOVERNMENT CODE SECTION 54957.6:

1. Employee Organization: Arroyo Grande Police Officers' Association
 - a. City-designated negotiators: Che Johnson, Special Labor Counsel; Tashina Ureno, Human Resources Officer; Nicole Valentine, Director of Administrative Services
2. Employee Organization: Service Employees International Union, Local 620
 - a. City-designated negotiators: Che Johnson, Special Labor Counsel; Tashina Ureno, Human Resources Officer; Nicole Valentine, Director of Administrative Services
3. Unrepresented Management Employees
 - a. City-designated negotiators: Che Johnson, Special Labor Counsel
4. City Manager
 - a. City-designated negotiators: Che Johnson, Special Labor Counsel

5.b Ordinances read in title only

None.

6. SPECIAL PRESENTATIONS

6.a Honorary Proclamation Recognizing September 15 – October 15, 2023 as "National Hispanic Heritage Month"

Mayor Ray Russom read the Honorary Proclamation Recognizing September 15-October 15, 2023 as National Hispanic Heritage Month. Erica Ruvalcaba, Latino Outreach Council, accepted the proclamation.

Mayor Ray Russom invited public comment. No public comments were received.

No action was taken on this item.

6.b Interim City Manager Communications

Interim City Manager Robeson provided information regarding Board of Supervisors action regarding the support of a contract with FCFA to provide Fire and Emergency Medical Services to Oceano; and regarding the Tally Ho Creek Relief Workshop.

City Engineer Sweeney provided a presentation regarding Village Construction Projects.

Mayor Ray Russom invited public comment. No public comments were received.

No action was taken on this item.

7. CITY COUNCIL REPORTS

None.

Reports are made during the Second Council Meeting each month.

8. COMMUNITY COMMENTS AND SUGGESTIONS

Mayor Ray Russom invited public comment. Speaking from the public was Stephen Hanamaikai. City Clerk Matson read into the record written comments from Gaea Powell. No further public comments were received.

9. CONSENT AGENDA

Mayor Ray Russom asked the Council if there were any questions or any items to be pulled from the consent agenda for further discussion.

Council made comments regarding Items 9.h., 9.i., and 9.l.

Mayor Ray Russom invited public comment. No public comments were received.

Moved by Mayor Pro Tem Barneich
Seconded by Council Member Guthrie

Approve Consent Agenda Items 9.a. through 9.n., with the recommended courses of action.

AYES (5): Mayor Pro Tem Barneich, Council Member Guthrie, Council Member Secrest, Council Member George, and Mayor Ray Russom

Passed (5 to 0)

9.a Consideration of Cash Disbursement Ratification

- 1) Ratified the listing of cash disbursements for the period of August 1 through August 15, 2023;
- 2) Determined that ratifying the cash disbursements is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

9.b Consideration of Statement of Investment Deposits

- 1) Received and filed the report listing investment deposits of the City of Arroyo Grande as of July 31, 2023, as required by Government Code Section 53646(b); 2) Determined that receiving the report of investment deposits is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

9.c Consideration of Memorandum of Understanding with the Arroyo Grande Police Officers' Association

1) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ADOPTING A MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE ARROYO GRANDE POLICE OFFICERS' ASSOCIATION AND REPEALING RESOLUTION NO. 5094"**; and 2) Determined that ratifying the AGPOA MOU is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

9.d Consideration of Memorandum of Understanding with the Service Employees International Union Local 620

1) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ADOPTING A MEMORANDUM OF UNDERSTANDING FOR EMPLOYEES REPRESENTED BY THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 620 AND REPEALING RESOLUTION NO. 5093"**; and 2) Determined that ratifying the SEIU MOU is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

9.e Consider Adoption of Resolutions Establishing Salary & Benefits for Management Employees for FY 2023-24 & FY 2024-25 & Part-Time Employees for FY 2023-24, Approval of the Updated Citywide Combined Salary Schedule, & Approval of one Budget Adjustment

1) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ESTABLISHING WAGES AND BENEFITS FOR MANAGEMENT EMPLOYEES FOR FISCAL YEARS 2023-24"**; 2) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ADOPTING COMPENSATION ADJUSTMENTS FOR PART-TIME EMPLOYEES"**; 3) Approved the updated City combined salary schedule; 4) Approved one budget adjustment request in the amount of \$787,725; and 5) Determined that adopting the unrepresented Management employees resolution, unrepresented part-time employees resolution, and updated Citywide combined salary schedules is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines §§ 15060, subd. (b)(2)-(3), 15378.)

9.f Consideration of Adoption of a Resolution Ending the Local Emergency Related to the Ongoing Storm Events

Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE TERMINATING THE LOCAL EMERGENCIES WITHIN THE CITY OF**

ARROYO GRANDE (MARCH 2023 AND STORM EVENTS THAT BEGAN DECEMBER 27, 2022)".

9.g Approval of Minutes

Approved the minutes of the Regular City Council Meeting of August 22, 2023, as submitted.

9.h Consideration of a Resolution Approving a Grant Agreement with the Office of Traffic Safety for Traffic/ DUI Enforcement

1) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH THE CALIFORNIA OFFICE OF TRAFFIC SAFETY TO ACCEPT GRANT FUNDING FOR TRAFFIC SAFETY PROGRAMS AND TO APPROPRIATE THE FUNDING FOR THE PROGRAM ACTIVITIES AND FIND THE ACTION EXEMPT UNDER CEQA"**; and 2) Approved a Budget Amendment Request for FY 2023-24 in the amount of \$65,000 to account for the additional revenue that will be issued under the OTS grant, and expenditures related to the grant.

9.i Consideration of a Resolution Approving a Grant Agreement the Department of Alcohol and Beverage Control for Alcoholic Beverage Sales Education and Enforcement

1) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH THE DEPARTMENT OF ALCOHOL AND BEVERAGE CONTROL FOR ALCOHOLIC BEVERAGE SALES EDUCATION AND ENFORCEMENT AND TO APPROPRIATE THE FUNDING FOR THE PROGRAM ACTIVITIES AND FIND THE ACTION EXEMPT UNDER CEQA"**; and 2) Approved a Budget Amendment Request for FY 2023-24 in the amount of \$41,500 to account for the additional revenue that will be issued under the ABC grant, and expenditures related to the grant.

9.j Consideration of a Resolution Accepting Public Improvements for Phased Commercial Development of Approximately 28,000 Square Feet of Office, Warehouse, And Café; Location (Rugged Radio) – Subarea 1 – E. Cherry Ave. Specific Plan

1) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE ACCEPTING EASEMENTS AND PUBLIC IMPROVEMENTS FOR CUP 18-003, PHASED COMMERCIAL DEVELOPMENT OF APPROXIMATELY 28,000 SQUARE FEET OF OFFICE, WAREHOUSE, AND CAFÉ; LOCATION – SUBAREA 1 – EAST CHERRY AVENUE SPECIFIC PLAN"**; and 2) Determined that the approval of the public improvements and a public utility easement will have no direct or indirect physical impacts and does not constitute a substantial change to the 2017 EIR for the underlying project and conditions requiring subsequent environmental review called out in State CEQA Guidelines section 15162 or Public Resources Code section 21166 are not present.

9.k Consideration of US 101/ Oak Park Blvd. Interchange Right of Way Relinquishment and Acceptance

1) Adopted a Resolution entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED TO CALTRANS FOR PARCELS 12432-1 AND 12433-1 AS SHOWN ON STATE HIGHWAY MAP BOOK 6 AT PAGES 99-102 AND DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT THE REAL PROPERTY OWNED BY THE CITY IS EXEMPT SURPLUS LAND"**; and; 2) Adopt a Resolution that (a) accepts two portions of right of way shown as REL 11788 Segments 1 and 2 on a map filed for recording on October 14, 2021, in State Highway Map Book 6 at pages 99-102, (b) accepts a drainage easement described on REL 11788, Segment 3, (c) agree to waive the ninety days' "notice of intent to relinquish" requirement contained in Section 73 of the Streets and Highway Code; and 3) Find that the adoption of the two proposed Resolutions is not subject to the requirements of CEQA pursuant to California Code of Regulations, Title 14, section 15060, subdivision (c)(3), because the subject activity is not a project as defined by Public Resources Code section 21065 and California Code of Regulations, Title 14, section 15378.

9.l Consider Approval of Contract Amendment 3 for Consulting Services with Consor, formerly Quincy Engineers, Inc., to Increase Costs and the Services Associated with the Design and Environmental Services for the Traffic Way Bridge Replacement Project

1) Approved Amendment No. 3 to the Contract for Consultant Services with Consor (formerly known as Quincy Engineers, Inc.) to continue to provide design and environmental services for the Project at an increased scope and budget; and 2) Determined that approving the Amendment No. 3 to the existing Contract for Consultant Services is not a project subject to the California Environmental Quality Act ("CEQA") because increasing the Consultant's scope and budget for the Project has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378).

9.m Consideration of an Award of Contract for Construction of the 191 Tally Ho Frontage Improvements Project, PW 2023-09 and Acceptance of Dedication

1) Accepted the Offer of Dedication for an easement for a public right of way of the frontage of 191 Tally Ho Road, 2) Accepted the Offer of Dedication for an easement for a public right of way of the frontage of 195 Tally Ho Road; 3) Awarded a construction contract for Construction of the Tally Ho Frontage Improvements Project to JJ Fisher Construction, Inc.; and 4) Determined the Project to be categorically exempt per Section 15302 Class 2 exemption, which applies to the replacement or reconstruction of existing structures and facilities where the new structure is located on the same site as the structure replaced and has substantially the same purpose and capacity as the structure replaced as this wall was previously removed.

9.n Five Cities Fire Authority Fire Prevention Agreement and Delegation of Authority to the City of Arroyo Grande

Approved the Fire Prevention Agreement to delegate fire inspection service authority to the City of Arroyo Grande and find that the agreement is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or

reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.).

10. PUBLIC HEARINGS

None.

11. OLD BUSINESS

None.

12. NEW BUSINESS

None.

13. COUNCIL COMMUNICATIONS

Council Member Secrest mentioned that the Tally Ho residents are appreciative for the frontage project.

Council Member George acknowledged the time and effort it takes staff to prepare the information and reports for the Council meeting Agenda Packet.

Council Member Guthrie requested that the Council consider directing staff to agendize a discussion item to provide feedback regarding SLOCOG's potential funding measure before the Board's October meeting. Mayor Ray Russom concurred.

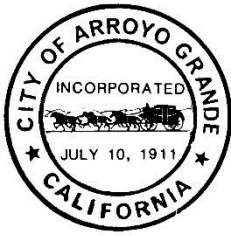
14. ADJOURNMENT

There being no further business to come before the City Council, Mayor Ray Russom adjourned the meeting at 6:43 p.m.

Caren Ray Russom, Mayor

ATTEST:

Jessica Matson, City Clerk



MEMORANDUM

TO: City Council

FROM: Steve Kahn, Interim Public Works Director

SUBJECT: Authorize Change Order No. 3 to Quincon, Inc. for Construction of the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation Project, PW 2020-08

DATE: September 26, 2023

SUMMARY OF ACTION:

Award construction contract Change Order No. 3 for the replacement of plants and trees in the mitigation site area that were washed away during the early 2023 storm events and continued monitoring and reporting for the damaged portion of the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation project to Quincon, Inc and approve a Budget Adjustment Request.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The cost proposal from Quincon, Inc. to purchase replacement plant and materials, plant the plants and have Rincon Consultants provide biological inspection and reporting to regulatory agencies on the effort is \$51,662 (Attachment 1). Since this change order is directly connected to the early 2023 storm event damages, staff will submit reimbursement requests to Federal Emergency Management Agency (FEMA) and California Governor's Office of Emergency Services (Cal OES) for the cost to replace the plants. Staff have visited the site with FEMA and FEMA has indicated this replacement planting is eligible for funding through federal disaster assistance.

Council is being asked to approve one budget adjustment in the amount of \$51,662. FEMA assistance will be provided at a 75% federal cost share totaling \$38,746.50. Cal OES assistance will be provided at a 18.75% state cost share totaling \$9,686.62. The City is responsible for the remaining 6.25% totaling \$3,228.88. This request is to use Local Sales Tax Fund balance for the City's \$3,228.88 portion.

RECOMMENDATION:

1) Authorize the City Manager to execute Change Order No. 3 with Quincon, Inc. for the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation project, 2) Approve a budget adjustment request in the amount of \$51,662; and 3) Make findings that Caltrans, as lead agency, has determined that the project is categorically excluded from the

Item 9.d.

City Council

Authorize Change Order No. 3 to Quincon, Inc. for Construction of the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation Project, PW 2020-08 September 26, 2023

Page 2

requirements to prepare and Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA) pursuant to 23 CFR 771.117(d): activity (d)(13) covering bridge rehabilitation that avoids an adverse effect to historic properties under the National Historic Preservation Act.

BACKGROUND:

For many years, the Bridge Street bridge was restricted to a 3-ton maximum load limit due to various structural deficiencies. In July 2010, the City applied for and was approved to receive 100% Federal funding to address the deficiencies. City staff and its consultant team, in conjunction with the project stakeholders' group and Council direction, developed construction documents for the rehabilitation of the Bridge Street bridge. The project consisted of rehabilitating the existing historic trusses, removing the existing supplemental truss below the deck, and replacing it with a stronger supplemental truss, and replacing the existing abutments and center pier. The rehabilitation of the Bridge Street bridge project was completed in early 2021.

The Bridge Street Bridge Rehabilitation project (Project) resulted in impacts to riparian and wetland habitats in Arroyo Grande Creek. To mitigate impacts a Habitat Mitigation and Monitoring Plan (HMMP) was required to be prepared. The mitigation methods detailed in the HMMP include revegetation of the creek and maintenance and watering of the new plantings. Biological monitoring and reporting of the condition and survival of the revegetation is also required to the U.S. Army Corps of Engineers, California Department of Fish and Wildlife and Regional Water Quality Control Board.

On August 25, 2020, the City Council approved the revegetation plan and specifications for the Habitat Mitigation Implementation, Maintenance, Monitoring, and Reporting for the Project. The revegetation plan and specifications contain provisions for a habitat mitigation and restoration implementation plan, and a five-year maintenance, monitoring and reporting plan.

Because habitat mitigation is typically performed by specialized contractors and over a five-year window, the City coordinated with Caltrans to separate this post-construction phase of the project from the construction phase. This allows the City to close out the construction contract with Granite Construction Company at the completion of the bridge rehabilitation and allows a separate contractor to maintain and monitor the planting it installed.

On September 24, 2020, one bid was received for the Habitat Mitigation Phase of the Project. The bid in the amount of \$317,419 was awarded to Quincon, Inc. on October 13, 2020. Rincon Consultants, Inc. is the environmental subconsultant to Quincon and will provide all monitoring and reporting services for the Project. The habitat mitigation site preparation and planting was performed in November 2020 and a final completion report is anticipated in December 2025. Maintenance, monitoring and reporting has been ongoing since the habitat mitigation project started.

Item 9.d.

City Council

Authorize Change Order No. 3 to Quincon, Inc. for Construction of the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation Project, PW 2020-08 September 26, 2023 Page 3

Budget Adjustment

The current FY 2023-28 Capital Improvement Program Budget was approved by Council on June 27, 2023 as part of the FY 2023-25 Biennial Budget. The Bridge Street Bridge Habitat Mitigation was included and shown in the table below:

Project Number	Request Title	Funding Source	FY 2023-24	FY 2024-25	FY 2025-26	5-Year Total
350-5614	Bridge Street Bridge Habitat Mitigation	4487 - HBP	48,628	48,628	48,628	145,884

To complete the project an additional \$51,662 needs to be added to FY 2023-24.

ANALYSIS OF ISSUES:

On January 9, 2023, Arroyo Grande and the entire Central Coast experienced a major winter storm. 5 inches of rain fell in 24 hours. Flood damage occurred on many California rivers and creeks. San Luis Obispo County was declared a federal and state disaster area due to the flooding. During the 2023 storm events, the City experienced significant storm damage related to rising water levels along Arroyo Grande Creek and throughout other areas of the City. The high flow in Arroyo Grande Creek washed much of the planting from the Habitat Mitigation Phase of the Project downstream. The following is an excerpt from the Monitoring Report by Rincon Consultants:

“The HMMP’s success criteria for year 2 states that 100% of the tree plantings should be alive, 90% of the shrub plantings should be alive, and that the willows should contain a relative vegetation cover of 45%. The willows currently contain approximately 20% relative vegetation cover and approximately 30% of the trees and shrubs were lost during the early January flood event. Therefore, to meet this year’s success criteria, and to stay on track to meet the site’s final success criteria, 100% of the estimated trees lost during the flood event should be replanted within the mitigation site and 90% of the estimated shrubs that were lost during the flood event should be replanted. Tree and shrub plantings should be planted within the mitigation sites banks that were not lost from erosion and interspersed in open spaces throughout the remainder of the mitigation site as feasible. Additionally, it is recommended that additional willow cuttings are planted within the mitigation site to increase this species relative cover.”

These plantings will need to be replaced to meet the establishment and success criteria required at the end of the five-year monitoring period.

On January 8, 2023, the President of the United States declared that an emergency exists in the State of California relating to severe winter storms, flooding, landslides, and mudslides, enabling public agencies in impacted counties that suffered damage or losses from the storms to apply for federal disaster assistance through FEMA and Cal OES. Staff will submit reimbursement requests to FEMA and Cal OES for the cost to replace the plants and have visited the site with them. FEMA and Cal OES have indicated this replacement planting is eligible for funding through federal and state disaster assistance.

Item 9.d.

City Council**Authorize Change Order No. 3 to Quincon, Inc. for Construction of the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation Project, PW 2020-08
September 26, 2023****Page 4**

The cost proposal from Quincon, Inc. to purchase replacement plant and materials, plant the plants and have Rincon Consultants provide biological inspection and reporting to regulatory agencies on the effort is \$51,662 (Attachment 1).

Budget Adjustment

Council is being asked to approve one budget adjustment in the amount of \$51,662. FEMA assistance will be provided at a 75% federal cost share totaling \$38,746.50. Cal OES assistance will be provided at an 18.75% state cost share totaling \$9,686.62. The City is responsible for the remaining 6.25% totaling \$3,228.88. This request is to use Local Sales Tax Fund balance for the City's \$3,228.88 portion. The updated FY 2023-24 Budget reflecting the adjustment is shown in the table below:

Project Number	Request Title	Funding Source	FY 2023-24
350-5614	Bridge Street Bridge Habitat Mitigation	4487 - HBP	48,628
		44XX - FEMA Reimbursement	38,746
		44XX - CalOES Reimbursement	9,687
		4950 - Sales Tax	3,229

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Authorize the City Manager to execute Change Order No. 3 with Quincon, Inc. for the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation project and approve the budget adjustment request; or
2. Do not authorize the City Manager to execute Change Order No. 3 and provide the staff direction on replacing the removed mitigation planting; or
3. Provide other direction to staff.

ADVANTAGES:

The Bridge Street Bridge Project has been completed and this Habitat Mitigation Phase planting is the last required mitigation measure to the Project. If the work is not completed and the required success criteria is not reported to regulatory agencies, action to enforce the completion of the mitigation measure will likely be initiated. Enforcement fines for non-compliance with the Habitat Mitigation and Monitoring Plan are also anticipated. The approval of the change order will comply with the mitigation measure and avoid action by regulatory agencies. The work by Quincon, that is authorized by the change order, will be funded by FEMA through federal disaster assistance.

DISADVANTAGES:

There is no disadvantage to approving Change Order No. 3.

Item 9.d.

City Council

Authorize Change Order No. 3 to Quincon, Inc. for Construction of the Habitat Mitigation Phase of the Bridge Street Bridge Rehabilitation Project, PW 2020-08

September 26, 2023

Page 5

ENVIRONMENTAL REVIEW:

No additional environmental review is needed to approve Change Order No. 3.

Caltrans, as lead agency, has determined that the project is categorically excluded from the requirements to prepare and Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the National Environmental Policy Act (NEPA) pursuant to 23 CFR 771.117(d): activity (d)(13) covering bridge rehabilitation that avoids an adverse effect to historic properties under the National Historic Preservation Act.

The City, as the responsible agency, adopted a Mitigated Negative Declaration (MND) on September 25, 2017 prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq., and the State CEQA Guidelines, California Code of Regulations (CCR) §15000 et seq. for the Bridge Street Bridge Rehabilitation project, including the habitat mitigation phase of the project addressed in this proposed action.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Cost Proposal Planting Replacement by Quincon
2. Change Order 003

Item 9.d.



July 20, 2023

Mr. Steve Kahn
City of Arroyo Grande
1375 Ash Street
Arroyo Grande, CA 93420

SUBJECT: 20019
QUINCON JOB NUMBER 22031
Arroyo Grande Bridge Mitigation Project
PCO #21025-1 - PCO-01 REPLANTING

Dear Mr. Kahn

Please find herein Cost Proposal #21025-1 for costs to Re-plant plants that were destroyed per storm event on January, 9, 2023. This cost proposal does not include any cost associated with extending the 5 year maintenance period.

Total cost for this work is \$51,662.00.

This pricing does affect the schedule resulting from this extra work. This will add 7 working days to the schedule.

Please respond by July 28, 2023. If you have any questions or concerns, please call me at 805-574-1660.

Sincerely,

Esteban Quintana
Project Engineer

A handwritten signature in black ink that reads 'Esteban Quintana' in a cursive script.

Enclosure: CP 21025-1 (3 Pages)

copies: Jose Quintana
File



Arroyo Grande Bridge Mitigation Project

COST PROPOSAL / BREAKDOWN

PRICE PROPOSAL : PCO-01 REPLANTING					DATE:	07/20/23
					CP	21025-1
					RFP	
DESCRIPTION	UNIT	RATE	EXTENSION	TOTALS	NOTES	
QUINCON LABOR	HOUR	\$				
FOREMAN	72.0	\$ 89.25	\$ 6,426.00			
CARPENTER			\$ -			
LABORER	296.0	\$ 89.25	\$ 26,418.00			
CEMENT MASON		\$ 92.59	\$ -			
DRYWALLER			\$ -			
OPERATOR(8)		\$ 117.35	\$ -			
PAINTER		\$ 71.73	\$ -			
PLUMBER		\$ 111.10	\$ -			
PLASTER		\$ 91.38	\$ -			
			\$ -			
			\$ -			
SUB TOTAL				\$ 32,844.00	LABOR	
QUINCON EQUIPMENT	UNIT					
			\$ -			
JD 50G MINI EXC./day		\$ 500.00	\$ -			
JD 323E SKIDSTEER/day		\$ 400.00	\$ -			
JD 245G EXCAVATOR/day		\$ 900.00	\$ -			
TM HAULING TRAILER/day		\$ 150.00	\$ -			
BIG TEX DUMP TRAILER/day	10.0	\$ 150.00	\$ 1,500.00			
WALK BEHIND C. SAW/day		\$ 200.00	\$ -			
CONCRETE DRILL/day		\$ 200.00	\$ -			
ROTOR HAMMER	16.0	\$ 150.00	\$ 2,400.00		Existing terrain is tough need	
F350 UTILITY TRUCK/day		\$ 175.00	\$ -			
F250 UTILITY TRUCK/day	10.0	\$ 165.00	\$ 1,650.00			
F150 TRUCK/day	0.0	\$ 125.00	\$ -			
HEPA VACUUM/day		\$ 50.00	\$ -			
SMOOTH DRUM ROLLER		\$ 350.00	\$ -			
			\$ -			
SUB TOTAL				\$ 5,550.00	EQUIPMENT	
MATERIALS & RENTALS	UNIT					
Plants + Freight	1	\$ 5,194.03	\$ 5,194.03		Includes tax	
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
F.O.G.	30.00%	\$ -	\$ -		FUEL, OIL, GREASE ON RENTALS	
TAX	8.75%	\$ 5,194.03	\$ 454.48			
MAT'L & RENT OH & P %		\$ 5,648.51	\$ -			
SUB TOTAL				\$ 5,648.51	MATERIALS & RENTALS	
SUB TOTAL QUINCON				\$ 44,042.51	QUINCON	
SUBCONTRACTORS					SUB QUOTE #	
			\$ -			
Rincon Consulting	1	\$ 3,390.00	\$ -			
		\$ -	\$ -			
		\$ -	\$ -			
		\$ -	\$ -			
OH & P %	15.00%	\$ -	\$ -			
SUB TOTAL				\$ -	SUBCONTRACTORS	
TOTAL MARKUP						
MARK UP/OH PER CONTRACT	15.00%	\$ 44,042.51	\$ 6,606.38			
GC's	0%	\$ 44,042.51	\$ -			
SUB TOTAL				\$ 6,606.38		
SUB TOTALS FORM ABOVE				\$ 50,648.88		
BOND/INSURANCE COST	2.00%	\$ 50,648.88		\$ 1,012.98		
				\$ 51,662.00	CP TOTAL	

THIS PROPOSAL IS GOOD FOR 8 DAYS.

JOB NO. 21025

EXCLUSIONS: Work in excess of 8 hours per day; overtime; costs for contract extension; schedule analysis.

TEMPLATE DATE: 01/00/00



DEVIL MOUNTAIN WHOLESALE NURSERY

3200 West Telegraph Road
Fillmore CA 93015
United States
(805) 524-3939
www.devilmountainnursery.com

Sales Order
#SO71582
Sales Order Date: 7/20/2023
Customer: 7923 Quincon Inc

Bill To

Quincon Inc
PO Box 1029
Grover Beach CA 93433
United States

Ship To Address

Quincon Inc
1290 Longbranch Avenue
Grover Beach CA 93433
United States

Contact: Esteban Quintana - 805-709-2901

Delivery Contact: Esteban Quintana -
805-709-2901

TOTAL

\$5,194.03

Delivery Instructions:

Terms	Sales Rep	PO #	Job Name	Shipping Method	Ship Date
Due on receipt/COD	Alex M Ross	Arroyo Grande Bridge Mitigation Post Storm	Arroyo Grande Bridge Mitigation Post Storm	Devil Mountain Fleet	7/30/2023

Sales Order Memo: *Schedule delivery when plants arrive*

Line	Item	Ready Bins	Qty Ord	Back Ord	Invoiced	Rate	Amount
1	ROSCALI1G Rosa californica 1 gal 2225920 Line Memo: XFER Redondo		43	43	0	\$12.99	\$558.57
2	BLOLAL2G Blackberry 'Olallie' 2 gal 2213801 Line Memo: BROKER		51	51	0	\$21.99	\$1,121.49
3	SAMEXI1G Sambucus mexicana 1 gal 2227402 Line Memo: XFER Redondo		46	46	0	\$7.99	\$367.54
4	SYALBU1G Symphoricarpos albus laevigatus 1 gal 2228207 Line Memo: XFER Redondo		43	43	0	\$7.99	\$343.57
5	CLELIGU1G Clematis ligusticifolia (White) 1 gal 2215736 Line Memo: XFER Redondo		36	36	0	\$12.99	\$467.64
6	SALLSLP1G Salix lasiolepis 1 gal 2232031 Line Memo: XFER Redondo		35	35	0	\$11.99	\$419.65
7	SALLAEV1G Salix laevigata 1 gal 2232024 Line Memo: XFER Redondo		35	35	0	\$11.99	\$419.65
8	PLARCMAMulti15G Platanus racemosa Multi 15 gal 2234106 Line Memo: Please pull best matching	FI-719(32)	5	0	0	\$55.99	\$279.95



SO71582



DEVIL MOUNTAIN WHOLESALE NURSERY

3200 West Telegraph Road
Fillmore CA 93015
United States
(805) 524-3939
www.devilmountainnursery.com

Sales Order

#SO71582

Sales Order Date: 7/20/2023

Customer: 7923 Quincon Inc

Bill To

Quincon Inc
PO Box 1029
Grover Beach CA 93433
United States

Ship To Address

Quincon Inc
1290 Longbranch Avenue
Grover Beach CA 93433
United States

Contact: Esteban Quintana - 805-709-2901

Delivery Contact: Esteban Quintana -
805-709-2901

TOTAL

\$5,194.03

Delivery Instructions:

Terms	Sales Rep	PO #	Job Name	Shipping Method	Ship Date
Due on receipt/COD	Alex M Ross	Arroyo Grande Bridge Mitigation Post Storm	Arroyo Grande Bridge Mitigation Post Storm	Devil Mountain Fleet	7/30/2023

Sales Order Memo: *Schedule delivery when plants arrive*

Line	Item	Ready Bins	Qty Ord	Back Ord	Invoiced	Rate	Amount
9	ACERNES15G Acer negundo 'Sensation' 15 gal 2232338 Line Memo: XFER Clements		1	1	0	\$85.99	\$85.99
10	POPFREM5G Populus fremontii 5 gal 2231665 Line Memo: BROKER		2	2	0	\$29.99	\$59.98
11	FREIGHT 8% of material value per load. Minimum site delivery fee is \$[]. Line Memo: 8% applied for transfer from Redondo to Fillmore		1		0	\$329.92	\$329.92
12	FREIGHT 10% of material value per load. Minimum site delivery fee is \$[]. Line Memo: 10% freight applied for delivery from Fillmore to Grover Beach.		1		0	\$412.40	\$412.40
13	CANCELLATIONS & RETURNS Plants that are in stock, have been pulled and then cancelled are subject to a restocking fee up to 50%. Brokered plant material purchased from outside vendors to fulfill an order and then cancelled are subject to up to 100% restocking fee. We do not accept returns on plants that have been planted or annual color.						
14	DELIVERY - "PLEASE NOTE" Delivery is curbside and requires customer assistance to unload. Inadequate assistance will result in an additional charge of up to 20% of invoice total.						



SO71582



**DEVIL MOUNTAIN
WHOLESALE NURSERY**

3200 West Telegraph Road
Fillmore CA 93015
United States
(805) 524-3939
www.devilmountainnursery.com

Sales Order

#SO71582

Sales Order Date: 7/20/2023
Customer: 7923 Quincon Inc

Bill To

Quincon Inc
PO Box 1029
Grover Beach CA 93433
United States

Ship To Address

Quincon Inc
1290 Longbranch Avenue
Grover Beach CA 93433
United States

Contact: Esteban Quintana - 805-709-2901

Delivery Contact: Esteban Quintana -
805-709-2901

TOTAL

\$5,194.03

Delivery Instructions:

Terms	Sales Rep	PO #	Job Name	Shipping Method	Ship Date
Due on receipt/COD	Alex M Ross	Arroyo Grande Bridge Mitigation Post Storm	Arroyo Grande Bridge Mitigation Post Storm	Devil Mountain Fleet	7/30/2023

Sales Order Memo: *Schedule delivery when plants arrive*

Line	Item	Ready Bins	Qty Ord	Back Ord	Invoiced	Rate	Amount
------	------	------------	---------	----------	----------	------	--------

Subtotal \$4,866.35

Tax Total \$327.68

Total \$5,194.03

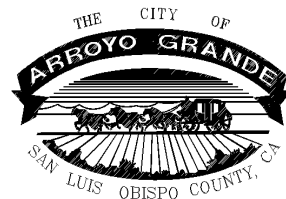
Signature: _____



SO71582

CONTRACT CHANGE ORDER NO. 3

Project: Habitat Mitigation Implementation MMR for Bridge Street Bridge Rehabilitation Project
 PW 2020-08, Bridge No. 49C-0196, Federal Project No. BHLO-5199 (032)
 Contractor: Quincon, Inc.

**THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:****DESCRIPTION OF CHANGE:**

Quincon, Inc. to purchase replacement plant and materials, plant the plants and have Rincon Consultants provide biological inspection and reporting to regulatory agencies on the effort is \$51,662.00

CHANGE IN CONTRACT PRICE:

Lump Sum	\$	51,662.00
Total Price		\$ 51,662.00

JUSTIFICATIONS:

Re-plant willow cuttings between rocks in fabric bags that contain soil and create a path through the rocks with a steel rod.

CHANGE TO CONTRACT PRICE

Original Contract Price:	\$	317,419.00
Net Change in Contract Price due to all previous Change Orders:	\$	3,230.00
Net Change In Contract Price due to this Change Order:	\$	51,662.00
New Contract Price including all Change Orders:	\$	372,311.00

CHANGE TO CONTRACT TIME

Notice to Proceed	18-Feb-21
Original Contract Time (working days):	1825
Original Contract End Date:	10-Mar-21
Net Change in Contract Time due to all previous Change Orders (days):	0
Net Change in Contract Time due to this Change Order (days):	0
New Contract Time (days):	0
New Contract End Date:	10-Mar-26

APPROVALS REQUIRED:

RECOMMENDED BY:

CONTRACTOR ACCEPTANCE:

 Project Manager Date

 Quincon, Inc. Date

APPROVED BY:

 Public Works Director Date

 City Manager Date



MEMORANDUM

TO: City Council

FROM: Steve Kahn, Interim Public Works Director

SUBJECT: Consideration of Three Action Items for the Traffic Way Bridge Replacement Project 1) Adoption of Mitigated Negative Declaration; 2) Approve a Contract for Consulting Services with Hamner Jewell Associates; and 3) Approve a Program Supplement Agreement

DATE: September 26, 2023

SUMMARY OF ACTION:

Proposed actions for the Traffic Way Bridge Replacement Project ("Project"):

- 1) Adopting the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Project will provide the necessary environmental clearance to proceed with final design and right-of-way and will approve the Project pursuant to the California Environmental Quality Act (CEQA).
- 2) Approving the City's standard Professional Services Agreement with Hamner Jewell Associates will provide the Right-of-Way Services to acquire needed temporary construction easements.
- 3) Approving the Program Supplement Agreement No. F017 for Federal-Aid Project No. 05-5199F15 will allow the City to seek reimbursement from the Local Highway Bridge Program (HBP) for Right-of-Way Services for the Project.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

The City's FY 2023-2025 Biennial Budget includes \$12,991,503 for the total Project budget. The source of the funds are federal Highway Bridge Program (HBP) funds (88.53%) totaling \$11,407,543 and Local Sales Tax funds for the required match (11.47%) totaling \$1,583,960. All three actions are necessary for the Project to move forward in environmental approval, right-of-way acquisition and Project funding. The mitigation measures required in the MND will be funded with the Project Budget. The cost for Hamner Jewell Associates to provide Right-of-Way Services for the Traffic Way Bridge Replacement Project (Project) is \$104,970.21. A total of \$650,000 is allocated for the Right-of-Way portion of this Project and will fund the services of Hamner Jewell Associates. The Program Supplement will authorize the use of \$575,445 (88.53% of the \$650,000) of federal funds for the Project. There is an ongoing cost of staff time to manage this Project.

Item 9.e.

City Council

Consideration of Three Action Items for the Traffic Way Bridge Replacement Project 1) Adoption of Mitigated Negative Declaration; 2) Approve a Contract for Consulting Services with Hamner Jewell Associates; and 3) Approve a Program Supplement Agreement

September 26, 2023

Page 2

RECOMMENDATIONS:

1) Adopt a Resolution adopting the Mitigated Negative Declaration and Mitigated Monitoring and Reporting Program for the Traffic Way Bridge Replacement Project and instructing the City Clerk to file a Notice of Determination; 2) Approve and authorize the Mayor to execute City's standard Professional Services Agreement for Consultant Services with Hamner Jewell Associates to provide Right-of-Way Services for the Traffic Way Bridge Replacement Project in substantially final form (subject to minor revisions as approved by the City Manager consistent with Council direction); and 3) Adopt a Resolution authorizing the Mayor to execute the Program Supplement Agreement No. F017 for Federal-Aid Project No. 05-5199F15 for the Traffic Way Bridge Replacement Project.

BACKGROUND:

The Traffic Way Bridge (Bridge) spans Arroyo Grande Creek allowing Traffic Way to connect to West Branch Street. Traffic Way is an arterial roadway that conveys approximately 11,000 vehicles per day. The Bridge is a reinforced concrete structure supported by abutments on each end of the Bridge and concrete piles along the span. The Bridge was constructed in 1932, making it 91 years old. In general, the design life of a bridge is 100 years.

Caltrans completes bridge inspections for the Traffic Way Bridge and all other bridges in the State. In 2006, the bridge was designated "scour critical" meaning that the supporting members of the bridge are compromised due to erosion of surrounding soil. In 2016 the Bridge was inspected, and the inspection found signs of deck cracking, failed expansion joints, spalling concrete, concrete abrasion, and creek channel erosion. In March 2018, it was determined that not only is scour an issue, but that the foundation is vulnerable in bearing capacity. Caltrans determined the Bridge needed replacing and placed it in the federal Highway Bridge Program (HBP). HBP provides funding for bridge repair and replacement. It provides 88.53% of federal funding and a required local match of 11.47%.

On July 24, 2018, an updated Master Service Agreement and Program Supplement Agreement with Caltrans was approved by the City Council for funding to replace the Traffic Way Bridge. On October 8, 2019, the City Council approved a consultant services agreement with Quincy Engineering, Inc. for engineering design and environmental for the Project. The Project design is now 65% complete and Caltrans has approved the NEPA environmental document.

Item 9.e.

City Council

Consideration of Three Action Items for the Traffic Way Bridge Replacement Project 1) Adoption of Mitigated Negative Declaration; 2) Approve a Contract for Consulting Services with Hamner Jewell Associates; and 3) Approve a Program Supplement Agreement

September 26, 2023

Page 3

ANALYSIS OF ISSUES:

Right-of-Way Consultant

Caltrans has authorized the Right-of-Way phase of the Project to begin. For the Right-of-Way, the Project will need up to 12 temporary construction easements over private property for access to the site during the construction of the replacement bridge. On June 20, 2023, the City issued a qualification-based solicitation request for proposals for real property appraisal and acquisition services for the Project. The process is consistent with the City's purchasing Policy. Staff received three consultant proposals prior to the RFP due date of July 5, 2023.

A three-person selection committee independently reviewed and ranked the proposals based on the evaluation criteria listed in the RFP. The committee then met and unanimously ranked Hamner Jewell Associates as the number one consultant. The reasons for Hamner Jewell Associates' high ranking are:

- Hamner Jewell Associates Staff, working on this Project, work in their office located in Arroyo Grande;
- They have worked on past projects for the City of Arroyo Grande;
- Very experienced staff in real property appraisals and acquisition services;
- Extensive experience working with Caltrans on federally funded projects;
- Well thought-out scope of work that includes working closely with the property owners during all phases of the process;
- Local knowledge, having worked with the affected property owners before;
- Detailed schedule with ideas on how to accelerate that proposed schedule;
- Schedule of Services meets within the overall Project schedule; and
- Costs for service are reasonable considering the scope of work.

Staff met with Lillian Jewell of Hamner Jewell Associates and negotiated the scope of work and cost for the services that are detailed in the attached proposed Professional Services Agreement (Attachment 2), which includes City's standard terms.

Program Supplement Agreement

A total of \$650,000 is allocated for the Right-of-Way portion of this Project. The City was successful in securing \$575,445 (88.53%) of Local HBP funds for Right-of-Way for the Traffic Way Bridge Replacement Project which includes the costs of securing a consultant (detailed in Item 2 above). The City's portion of cost is 11.47% local match totaling \$74,555. Before the City can begin invoicing for reimbursement of the work performed, a supplemental agreement must be executed. A resolution must be adopted by the City Council that clearly identifies the Official authorized to execute the Program Supplemental Agreement No. F017.

Item 9.e.

City Council

Consideration of Three Action Items for the Traffic Way Bridge Replacement Project 1) Adoption of Mitigated Negative Declaration; 2) Approve a Contract for Consulting Services with Hamner Jewell Associates; and 3) Approve a Program Supplement Agreement

September 26, 2023

Page 4

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Adopt the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP), approve the Agreement for Consultant Services with Hamner Jewell Associates, and approve the Program Supplement Agreement; or
2. Modify the actions as appropriate and approve;
3. Do not approve any of the three actions; or
4. Provide other directions to staff.

ADVANTAGES:

The Traffic Way Bridge is considered critical infrastructure in the City of Arroyo Grande's circulation system and needs to be replaced. Providing environmental approval, Right-of-Way Services, and allocating federal funding are all important in the Project and need to be completed to move the Project into construction.

DISADVANTAGES:

No disadvantages are identified with the approval of the Agreement.

ENVIRONMENTAL REVIEW:

The City is the lead agency for purposes of the California Environmental Quality Act (CEQA) as it pertains to this project. With assistance from the City's consultant, SWCA Environmental Consultants, a Draft Initial Study/Mitigated Negative Declaration (MND) for the Project was prepared for City review and approval. MND means a negative declaration prepared for a project when the initial study ("IS") has identified potentially significant effects on the environment, but (1) revisions in the project plans or proposals made by, or agreed to by, the applicant before the proposed negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and (2) there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment.

The Draft IS/MND was made available for public comment from June 20, 2022 through July 20, 2022 to a set list of state and local agencies, designated Native American Tribes under AB 52, on the City's website, and at City Hall. The Notice of Intent to Adopt a Mitigated Negative Declaration was made available by the following methods to indicate availability of the environmental document during the public comment period: (i) published in the San Luis Obispo Tribune Newspaper, a newspaper of general circulation; (ii) filed with the San Luis Obispo County Clerk; (iii) filed with the State Clearinghouse; (iv) mailed to various interested persons, agencies, and tribes; and (v) posted on the City's website.

Item 9.e.

City Council

Consideration of Three Action Items for the Traffic Way Bridge Replacement Project 1) Adoption of Mitigated Negative Declaration; 2) Approve a Contract for Consulting Services with Hamner Jewell Associates; and 3) Approve a Program Supplement Agreement

September 26, 2023

Page 5

During the public review period, no written comment letters were received from members of the public or public agencies.

The MND identified potential impacts to twelve (12) issue areas requiring measures to mitigate potential impacts: air quality, biological resources, cultural resources, geology/soils, land use and planning, public services, utilities and service systems, wildfire, hazards and hazardous resources, tribal cultural resources, hydrology and water quality, and noise. The MND includes analyses of each environmental area, potential impacts, and necessary mitigation measures. Based on the MND, it was determined that the bridge replacement project will not have a significant effect on the environment with the implementation of the mitigation measures identified in the MND. These mitigation measures have been included in the Mitigation Monitoring and Reporting Program (MMRP). The MND and MMRP are provided as Exhibit A and Exhibit B, respectively, of the draft Resolution (Attachment 1).

There have been several technical studies and agency concurrences prepared in support of the MND and concurrent NEPA process (as explained further below). These technical studies are included as appendices to the MND.

The Planning Commission held a public hearing on August 2, 2022, concerning the review of the MND. They recommended that additional review and analysis of safety issues related to traffic calming mitigation during construction be evaluated on Traffic Way and Fair Oaks. The Planning Commission approved a Resolution recommending the City Council adopt the Mitigated Negative Declaration for the Project.

Minor changes have been made to the MND, consistent with the Planning Commission's recommendations. Additional information has also been added to the MND to clarify, amplify, and make insignificant modifications to the MND. These changes/updates are further described in the Final IS/MND. They do not result in alterations to the degree of impact or significance conclusions presented in the Draft IS/MND and therefore do not constitute significant new information. Rather, the changes serve to clarify and strengthen the content of the IS/MND. Therefore, recirculation of the IS/MND is not required under CEQA Guidelines Section 15073.5. The Final IS/MND is attached and is available for review on the City's website.

The National Environmental Policy Act (NEPA) also applies to this project because federal funds (CalTrans) will be utilized to carry out the project. Caltrans is the NEPA lead agency and is currently processing a Categorical Exemption. Once the environmental clearance is complete, the City may proceed with final plans, specifications, and estimates.

Item 9.e.

City Council

Consideration of Three Action Items for the Traffic Way Bridge Replacement Project 1) Adoption of Mitigated Negative Declaration; 2) Approve a Contract for Consulting Services with Hamner Jewell Associates; and 3) Approve a Program Supplement Agreement

September 26, 2023

Page 6

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Proposed Resolution recommending adoption of the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
2. Proposed Consultant Services Agreement
3. Proposed Resolution approving Program Supplement No. F017

Item 9.e.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARROYO GRANDE TO ADOPT THE INITIAL
STUDY/MITIGATED NEGATIVE DECLARATION (SCH
#2022060452) AND MITIGATION MONITORING AND
REPORTING PROGRAM FOR THE TRAFFIC WAY BRIDGE
REPLACEMENT PROJECT, AND APPROVE THE PROJECT**

WHEREAS, the Traffic Way Bridge was built in 1932; and

WHEREAS, in 2016 an inspection revealed signs of deck cracking, failed expansion joints, spalling concrete, concrete abrasion, and creek channel erosion; and

WHEREAS, in 2018 the Bridge was determined to be high risk and identified as a replacement project; and

WHEREAS, on July 24, 2018, City Council approved an updated Master Service Agreement and Program Supplement Agreement for the replacement of the Traffic Way Bridge; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, §210000 et seq.) and the State CEQA Guidelines (California Code of Regulations, title 14, §150000 et seq.) (collectively, “CEQA”), an Initial Study was prepared in June 2022 to evaluate potential impacts to the environment consistent with the California Environmental Quality Act (CEQA); and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Code of Regulations, title 14, §15000 et seq.) (collectively, “CEQA”), an Initial Study analyzing all potential impacts of the Project was prepared for the City’s consideration as the lead agency under State CEQA Guidelines section 15063; and

WHEREAS, on the basis of the Initial Study, which indicated that all potential environmental impacts from the Project would be less than significant with the incorporation of the mitigation measures in the Mitigation Monitoring and Reporting Program (“MMRP”), City staff determined that a Mitigated Negative Declaration (“MND”) should be prepared; and

WHEREAS, the Draft Initial Study/MND (SCH #2022060452) was prepared in accordance with CEQA and circulated for public review and comment between June 20, 2022 and July 20, 2022 by: (1) filing a Notice of Intent to Adopt a Mitigated Negative Declaration (“NOI”) with the State Clearinghouse; (2) filing a NOI with the San Luis Obispo County Clerk; (3) placing a NOI in the San Luis Obispo Tribune, a newspaper of general

RESOLUTION NO.

PAGE 2

circulation; (4) mailing a NOI to various interested persons, agencies, and tribes; and (5) posting a NOI on the City's website; and

WHEREAS, copies of the Draft Initial Study/MND were available during the public review period at City Hall, and on the City's website; and

WHEREAS, pursuant to Public Resources Code section 21081.6 and State CEQA Guidelines section 15074(d), the MMRP has been prepared and includes mitigation measures for air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, noise, public services, tribal cultural resources, utilities and service systems, and wildfire, and

WHEREAS, the public review period closed on July 20, 2022 and no comments were received; and

WHEREAS, the Planning Commission of the City of Arroyo Grande, after giving notices thereof as required by law, held a public hearing on August 2, 2022 concerning the review of the environmental document and carefully considered all pertinent testimony and the staff report offered in the case as presented adopted a Resolution recommending the City Council adopt the Mitigated Negative Declaration for the Project; and

WHEREAS, at the Planning Commission's recommendation, the Draft Initial Study/MND was revised to include additional review and analysis of safety issues related to traffic calming mitigation during construction be evaluated on Traffic Way and Fair Oaks, and other information was added to clarify, amplify, and make insignificant modifications to the MND; and

WHEREAS, the City Council, after giving notices thereof as required by law, held a public hearing on September 26, 2023 concerning the review of the environmental document and carefully considered all pertinent testimony and the staff report offered in the case as presented; and

WHEREAS, the Final Initial Study/MND consists of the Initial Study/MND, with redlines containing minor revisions to the Initial Study/MND, and is attached hereto as **Exhibit "A"**; and

WHEREAS, the Final Initial Study/MND reflects the independent judgment of the City and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments or additional information submitted to the City Council, and no other circumstances have produced substantial new information requiring substantial revisions that would trigger recirculation of the MND or additional environmental review of the Project under State CEQA Guidelines section 15073.5.

RESOLUTION NO.

PAGE 3

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arroyo Grande as follows:

1. The matters set forth in the recitals to the Resolution are true and correct statements and are incorporated herein as substantive findings of this Resolution.
2. The City Council has reviewed and considered the information contained in the Final Initial Study/MND, and administrative record, including all oral and written comments received during the comment period, which is on file with the City and available for review. Based on the City Council's independent review and analysis, the City Council finds that the Final Initial Study/MND has been completed in compliance with CEQA.
3. Based on the Final Initial Study/MND and the administrative record, the City Council finds that the Final Initial Study/MND contains a complete and accurate reporting of the environmental impacts associated with the Project. The City Council further finds on the basis of the whole record before it that there is no substantial evidence supporting a fair argument that the Project will have a significant effect on the environment and that the Final Initial Study/MND reflects the City's independent judgement and analysis. The City Council further determines that the MND has not been substantially revised after public notice of its availability, nor have there been new significant environmental effects identified in the Final Initial Study/MND and thus recirculation is not required under State CEQA Guidelines, section 15073.5.
4. Pursuant to Public Resources Code section 21080, subdivision (c)(2), the City Council approves and adopts the Final Initial Study/MND prepared for the Project.
5. Pursuant to Public Resources Code section 21081.6, the City Council approves and adopts the MMRP, which was prepared for the Project and made a condition of Project approval and is attached hereto as **Exhibit "B"**.
6. The City Council approves the Project as described in the Final Initial Study/MND.
7. The documents or other materials which constitute the record of proceedings upon which this decision is based are located at the City's office at 300 East Branch Street, Arroyo Grande, California. The custodian of these documents or other material is the City Clerk for the City of Arroyo Grande.
8. The City Council directs staff to file a Notice of Determination with the County of San Luis Obispo and the State Clearinghouse within five (5) working days of approval of the Project.

RESOLUTION NO.

PAGE 4

On motion by Council Member _____, seconded by Council Member _____, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution was adopted on this 26th day of September 2023.

CAREN RAY RUSSOM, MAYOR

ATTEST:

JESSICA MATSON, CITY CLERK

APPROVED AS TO CONTENT:

BILL ROBESON, INTERIM CITY MANAGER

APPROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

Final Initial Study/Mitigated Negative Declaration for the Traffic Way over Arroyo Grande Creek Bridge Replacement Project, Arroyo Grande, San Luis Obispo County, California

SEPTEMBER 2023 ~~JUNE 2022~~

PREPARED FOR
City of Arroyo Grande

PREPARED BY
SWCA Environmental Consultants

**FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
FOR THE
TRAFFIC WAY OVER ARROYO GRANDE CREEK
BRIDGE REPLACEMENT PROJECT,
ARROYO GRANDE, SAN LUIS OBISPO COUNTY,
CALIFORNIA**

Prepared for

California Department of Transportation
District 5
50 Higuera Street
San Luis Obispo, CA 93401

City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

Prepared by

Annika Kiemm, B.S., Environmental Planner

SWCA Environmental Consultants
1422 Monterey Street, Suite C200
San Luis Obispo, CA 93401
(805) 543-7095
www.swca.com

SWCA Project No. 53479

September 2023 ~~June 2022~~

CONTENTS

1	Introduction	1
1.1	Project Location	1
1.2	Environmental Setting	4
1.3	Project Description	4
1.3.1	Roadway Alignment	4
1.3.2	Design Criteria and Construction Data	6
1.4	Required Discretionary Approvals	9
2	Environmental Checklist and Environmental Evaluation.....	10
I.	Aesthetics	11
II.	Agriculture and Forestry Resources	14
III.	Air Quality.....	17
IV.	Biological Resources	24
V.	Cultural Resources	42
VI.	Energy	46
VII.	Geology and Soils	47
VIII.	Greenhouse Gas Emissions	52
IX.	Hazards and Hazardous Materials	56
X.	Hydrology and Water Quality	60
XI.	Land Use and Planning.....	65
XII.	Mineral Resources	67
XIII.	Noise.....	69
XIV.	Population and Housing	73
XV.	Public Services	74
XVI.	Recreation.....	77
XVII.	Transportation	78
XVIII.	Tribal Cultural Resources.....	82
XIX.	Utilities and Service Systems	85
XX.	Wildfire	87
XXI.	Mandatory Findings of Significance	90
3	References	92

Appendices

Appendix A. California Emissions Estimator Model (Version 2020.4.0) Annual and Winter Results

Figures

Figure 1. Project vicinity map.....	2
Figure 2. Project location map.	3
Figure 3. Habitat map.	26
Figure 4. City of Arroyo Grande 2005 GHG emissions inventory by sector.....	54

Tables

Table 1. Summary of Ambient Air Quality Standards and Attainment Designations	18
Table 2. SLOAPCD Thresholds of Significance for Construction Operations.....	20
Table 3. Estimated Construction Emissions	21
Table 4. Plant Community/Habitat Present within the Project Area	27
Table 5. Invasive Species Observed in the Project Area	28
Table 6. Jurisdictional Areas Present within the BSA	29
Table 7. Estimate of Impacts to Jurisdictional Areas.....	32
Table 8. Previously Conducted Cultural Resource Studies within the Project Area	44
Table 9. General Plan Land Use Compatibility Guidelines Near Transportation Noise Sources.....	69
Table 10. Representative Vibration Source Levels for Construction Equipment	72

1 INTRODUCTION

The City of Arroyo Grande (City) proposes to replace the existing Arroyo Grande Creek Bridge 49C-0380 at Traffic Way (Traffic Way bridge). Traffic Way follows a north-south corridor approximately 0.1 mile east of U.S. Highway (US) 101 in the city of Arroyo Grande, San Luis Obispo County, California. Traffic Way bridge provides vehicular access over Arroyo Grande Creek, which runs through the city of Arroyo Grande parallel to State Route (SR) 227. The surrounding land is generally level and is primarily comprised of an urbanized business district. The existing bridge is hydraulically inadequate as it is subject to creek bed degradation and prone to scour issues. The existing piers and abutments have experienced scour issues for the past several years, making this bridge “scour critical” and in need of replacement. The changes in the creek have exposed the embedment of the supporting piles and the risk level for further damage to the bridge is high.

The project goals include the following:

1. Replace the scour critical bridge.
2. Accommodate a consistent 35 miles per hour (mph) posted speed corridor on Traffic Way following completion of bridge replacement. All other streets to remain at the current posted speed limit or prima facie speed of 25 mph.
3. Minimize impacts to nearby businesses and local residents during construction.
4. Stay within the existing City right-of-way (ROW).

The purpose of the project is to replace the scour critical bridge, improve public safety, stabilize Arroyo Grande Creek, and reduce future maintenance costs. If the bridge is not replaced, the condition will continue to deteriorate and eventually bridge closure will be required.

New information has been added since the Draft Initial Study/Mitigated Negative Declaration (IS/MND) was circulated for public review. These minor revisions are reflected in this Final IS/MND using ~~strikeout~~ and underline format. Based on the analysis included in this Final IS/MND, it has been determined that the new information merely clarifies, amplifies, or makes insignificant modifications to the negative declaration. None of the proposed changes would result in new significant effects or mitigation measures not previously addressed in the Draft IS/MND. Therefore, pursuant to CEQA Guidelines Section 15073.5, recirculation of the IS/MND is not required.

1.1 Project Location

The project site is in the city of Arroyo Grande, San Luis Obispo County, California (Figure 1). The project site encompasses the existing Traffic Way bridge, which is located in the central portion of the city of Arroyo Grande, approximately 0.1 mile (580 feet) east of US 101 and 0.05 mile (250 feet) south of SR 227. Temporary construction access would require the use of existing unnamed, unpaved agricultural access roads located to the west of US 101, crossing under the existing US 101 bridge, and continuing east of US 101 through an open field that is part of an urban development associated with the Village Creek Plaza. The open field would be used for construction equipment storage and construction access to the project site (Figure 2). Traffic Way is oriented southeast to northwest at the project site and is one of only a few ways to cross Arroyo Grande Creek that runs east to west and divides the city.



Figure 1. Project vicinity map.



Figure 2. Project location map.

1.2 Environmental Setting

The project site is in the city of Arroyo Grande (see Figure 1), and encompasses the existing Traffic Way bridge, which is located in the central portion of the city of Arroyo Grande, approximately 0.1 mile (580 feet) east of US 101 and 0.05 mile (250 feet) south of SR 227. The primary land use immediately adjacent to the project site is mixed commercial. There is land currently zoned and developed for agricultural use located approximately 0.15 mile west, beyond US 101.

The project site is within the Arroyo Grande Creek watershed, which is a coastal basin located in southern San Luis Obispo County. The watershed is dominated by agricultural land uses, including vineyards, ranches, and row crops. Arroyo Grande Creek watershed has an average rainfall of 15 to 28 inches per year (SLO Watershed Project 2020).

The project area supports arroyo willow thicket, ruderal, agricultural, developed/disturbed, and ornamental habitats (SWCA Environmental Consultants [SWCA] 2021e).

1.3 Project Description

The portion of Traffic Way north of the Traffic Way bridge is three lanes with shoulders and sidewalks and quickly transitions into an intersection with West Branch Street. To the south, the roadway is wider to account for a right-turn pocket onto Station Way, and parking is allowed on the north side of the roadway. Traffic Way is classified as an on-system arterial road by California Department of Transportation (Caltrans) California Road System (CRS) Map 8S45 (Caltrans 2021a) and the *City of Arroyo Grande 2001 General Plan* (City of Arroyo Grande 2001a). Traffic volumes through the site are approximately 9,600 vehicles per day per the 2020 Bridge Inspection Report (Caltrans 2020). Traffic Way has a posted speed limit of 35 mph in both directions.

The original bridge was constructed in 1932 and consists of six spans of 38 feet each, for a total bridge length of 228 feet. The bridge was originally part of the highway system and was relinquished to the City in 1960. The bridge is a cast-in-place reinforced concrete tee-beam with a longitudinal construction joint near the bridge centerline. The bridge measures 40 feet between curbs and has 6-foot sidewalks on both sides with an open concrete railing that is mounted to the edge of the bridge. The bridge originally carried four lanes of traffic but was reconfigured around 2008 to have three lanes of through traffic with shoulders for a Class II bike route. The Caltrans historic bridge inventory lists the bridge as a Category 5 (ineligible for historic bridge consideration) bridge.

Construction is currently anticipated to be completed within 9 months (between May 1, 2024, and January 31, 2025). In order to limit the construction period duration, costs, and minimize environmental and ROW impacts, a full closure of Traffic Way bridge from Branch Street to Station Way for the majority of the duration of the project construction period would be implemented. Traffic analysis showed this approach would be feasible if Bridge Street was temporarily converted to a one-way road, with traffic directed northwest towards East Branch Street. A temporary detour summary has been prepared to outline the flow of re-routed vehicle, pedestrian, and bicycle traffic flow through the downtown Arroyo Grande area during the closure of Traffic Way (see Section 1.3.2 for further details).

1.3.1 Roadway Alignment

Traffic Way is classified as a minor arterial per Caltrans classifications and as an arterial roadway per the *City of Arroyo Grande 2001 General Plan* and has an anticipated future average daily trip rate of 12,550 vehicles a day. Until 2008, the bridge carried four lanes of traffic (two in each direction). Striping modifications have changed the number of lanes across the bridge to three and added shoulders for bike

traffic. The bridge centerline is on a radius of 1,800 feet and the intersection of West Branch Street is on a slight skew that is signalized. Lane additions, lane drops, turn lanes, medians, parking, and bike and pedestrian circulation have resulted in unsymmetrical geometry across the bridge.

HORIZONTAL ALIGNMENT

Due to the limited ROW and extensive development adjacent to the ROW at all four bridge quadrants, replacing the bridge on the existing alignment is highly desirable. This option would also reduce environmental impacts. The exact alignment would be controlled by the staging of this project and if the road or single lanes can be closed to traffic.

VERTICAL ALIGNMENT

The proposed vertical alignment would be dependent on the hydraulic requirements of the creek and which bridge alternative is selected. It would be desirable to match the existing profile as closely as possible to reduce the project footprint of the bridge replacement. Based on the preliminary hydraulic water surface and existing or proposed structure depth, it may only be necessary to raise the roadway profile slightly for roadway drainage purposes, but this would be confirmed after the hydraulic analysis has been completed.

STAGED BRIDGE CONSTRUCTION OR ROADWAY DETOUR

Construction of a new bridge at Arroyo Grande Creek would have impacts to the traveling public and some impacts to nearby businesses. It is always the primary design goal to minimize traffic, environmental, and ROW impacts while providing flexibility to the contractor.

In 2019 the comparative impact of a full closure and a partial closure of Traffic Way during construction was evaluated. A full closure was recommended after consideration of several factors, such as project schedule, ROW, environmental impacts, construction costs, and traffic impacts. On July 28, 2020, the City Council unanimously voted for the full closure of Traffic Way. Closing the road to traffic would have several benefits as it would reduce construction duration, reduce environmental and ROW impacts, and be the most cost-efficient approach. The biggest drawback would be the increased temporary traffic, which would navigate a detour route through the downtown village of Arroyo Grande. Traffic analysis showed this was a feasible solution if Bridge Street would be temporarily converted to a one-way road.

BRIDGE CONSIDERATIONS

Alternative bridge length and span configurations were considered based on topographic surveys, hydraulics, and cost. It would be necessary to lay out the new bridge such that the new foundations do not conflict with the existing bridge foundations. The existing bridge piles would be cut off below grade and remain in place. This assumption would need to be hydraulically verified since it would be undesirable for the existing abandoned piles to become visible and result in future maintenance. The number of spans considered was influenced by the roadway profile relative to the hydraulic water surface.

PROPOSED BRIDGE TYPE

Given the necessary bridge span lengths, a post-tensioned concrete box girder bridge type was selected as the proposed design. A review of the existing bridge maintenance reports indicates a long history of debris removal from the upstream side of bridge piers and scour. A new structure with either longer spans or a reduction in intermediate foundations and wider hydraulic opening would reduce future maintenance issues.

The most ideal span configuration at this location would depend on the water surface elevation. Caltrans criteria for the hydraulic design of bridges state that bridges must be designed to pass the 2% probability of annual exceedance flow (50-year design discharge) with freeboard to pass anticipated drift, or the flood of record (usually the 100-year design discharge) with no freeboard, whichever is greater. Typically, the 50-year discharge with freeboard (2 feet is often assumed) controls the design.

Several alternative bridge designs were considered, as described in the *Draft Type Selection Report, Arroyo Grande Creek Bridge at Traffic Way Bridge Replacement Project* (Quincy Engineering 2021). The final bridge design alternatives included a single-span bridge and a three-span bridge. The single-span cast-in-place/pre-stressed box girder design was selected as the final proposed bridge project and approved by Caltrans (personal communication, Quincy Engineering 2021) and is assessed in this document as the proposed project.

The proposed single-span bridge design includes a long and deep clear-span box girder, though the overall bridge would be shorter than the existing bridge. Eliminating all supports would greatly minimize environmental and hydraulic impacts. The deeper structure would result in large foundation loads at the abutments. Due to scour and seismic deficiencies, full replacement of the existing bridge foundations and complete bridge removal is required.

FOUNDATIONS

Due to the extensive history of scour on-site, the new bridge design includes cast-in-drilled-hole (CIDH) piles under the bridge abutments. Installation of the CIDH piles would require contractor equipment access within the creek channel. The number, type, and size of piles required at the abutments would be determined during the design process. UngROUTED rock slope protection (RSP) would be placed around the abutments along the banks to prevent further erosion. RSP would be placed immediately below the bridge abutments and extend beyond the edges of the bridge rails on the north and south banks.

BRIDGE WIDTH AND CROSS SECTION

The new bridge would consist of three lanes with 5-foot-wide shoulders and 6-foot-wide sidewalks. Traffic Way is classified as an Urban Arterial and, per the American Association of State Highway and Transportation Officials (AASHTO), lane widths can vary from 10 to 12 feet depending on the surrounding conditions. The City is proposing three 11-foot lanes to match the existing stripes and geometry of the approach roadway. To accommodate a Class II bike route, 5-foot-minimum shoulders are proposed next to the vertical curb faces. Current Caltrans Standards suggest 6-foot sidewalks on all structures. To accommodate the geometry and provide standard bridge railings, the overall bridge width is anticipated to measure 59 feet 4 inches. The existing bridge is 52 feet wide; therefore, the overall increase in width would be 7 feet to meet modern standards.

1.3.2 Design Criteria and Construction Data

UTILITIES

Below the bridge, there is one 12-kilovolt (kV) Pacific Gas and Electric Company (PG&E) electrical line wrapped in a 6-inch steel casing that is roughly 4 feet from the south edge of deck. There are also three 4-inch conduits hanging together under the bridge that are assumed to be AT&T telephone lines based on AT&T mapping and coordination with local personnel. The City owns and operates an 8-inch polyvinyl chloride (PVC) waterline that sits in a 12-inch steel casing and crosses Arroyo Grande Creek at the south edge of the deck. Based on coordination with City personnel, the waterline is planned to be turned off during construction with shutoff valves on each side of the bridge. During construction of the new bridge, all existing utilities on the bridge would have to be relocated.

The City has an 18-inch reinforced concrete pipe (RCP) storm drain system on the west side of the bridge that drains directly into the creek after collecting stormwater from two inlets just past the end of the bridge. The inlet on the north side of Traffic Way would be modified and may need to be replaced, which may cause small adjustments to the RCP in that location. The outlet of the RCP on the south side of the bridge would also be impacted due to grading and RSP improvements. A larger storm drainage system east of the bridge collects stormwater from the east and drains through a 54-inch RCP that runs down Traffic Way and outlets into Arroyo Grande Creek between the bridge and the Village Creek Plaza. The outlet is lined with a concrete apron that runs down to the low-flow water elevation. The 54-inch RCP outlet would be adjusted to fit the proposed design and construction needs. The project would maintain current drainage patterns with some impacts to the existing systems within the project limits.

GEOTECHNICAL/FOUNDATIONS

Yeh and Associates performed geotechnical test borings at the site from October 12 to October 15, 2020, and from November 2 to November 5, 2020. The exploration consisted of four borings to depths ranging from approximately 89.5 to 121.5 feet below the ground or existing bridge deck surface. Shallower infiltration tests and streambed samples would be taken at a later date when the roadway drainage plan is better understood. The bridge would be supported by CIDH concrete piles embedded into the underlying Pismo Formation sandstone bedrock, or older alluvium, and decomposed Pismo Formation. The draft foundation report is located in Appendix E of the Type Selection Report (Quincy Engineering 2021). The CIDH pile foundations would involve drilling holes with an auger, possibly using slurry, followed by placement of reinforcing cages and casting of pile concrete. CIDH piles offer an advantage over driven piles in that the drilling process produces less noise and vibration, which could minimize construction impacts to nearby businesses and local fish species. Temporary casings may be required to control caving.

ARROYO GRANDE CREEK PERMANENT IMPACTS

Bridge replacement would require creek slope excavation, backfill, and RSP to protect the abutments and roadway approach. The single-span bridge would clear span the creek and would not require intermediate channel supports. The removal, or cutting below grade, of the existing pier supports in the creek would improve the current conditions in Arroyo Grande Creek at the Traffic Way bridge. The proposed bridge configuration would require new foundations, which would be drilled pile foundations and would consist of CIDH piles. Driven piles are being avoided to minimize adverse effects to aquatic species and the nearby historic building.

ARROYO GRANDE CREEK TEMPORARY IMPACTS

The proposed project includes minor modification/alteration to the creek, as a temporary access road would be placed in the creek to allow for contractor access. This access road is necessary to facilitate removal of the existing bridge and placement of the temporary bridge supports (falsework) for construction of the replacement bridge, as well as access for drilling the CIDH foundations. Vegetation below and adjacent to the bridge would be cleared. Cofferdams, stream diversion, and dewatering may also be required to provide a dry work area during construction. Following construction, the temporary fill for the access road and diversion would be removed and the creek would be restored to preconstruction topographic contours.

Construction would require removal of the existing bridge superstructure and foundations. The existing bridge concrete deck would be broken up into smaller pieces by excavators mounted with a concrete breaker “hoe-ram” attachment. The concrete debris would fall to a cleared channel work pad below the bridge for later removal offsite. After the deck is removed, cranes would remove sections of the concrete girders. The existing concrete abutments and piers would then be broken down for removal from the site. The existing bridge piles would be removed 3 to 5 feet below the existing ground line.

TEMPORARY CLOSURE DETOUR AND ASSOCIATED TEMPORARY IMPACTS

The proposed project would result in the temporary full closure of Traffic Way from East Branch Street to Station Way for the majority of the 9-month construction period. A temporary detour plan would be developed in order to facilitate vehicle, bicycle, and pedestrian flow through the area while Traffic Way is closed.

To accommodate vehicle flow, Bridge Street would be restriped from a two-lane, two-direction roadway to two northbound lanes between Traffic Way and West Branch Street. A temporary signal would be required at the intersection of Bridge Street and West Branch Street to accommodate the traffic flow from northbound Bridge Street to West Branch Street. Temporary striping along East/West Branch, Mason, and Bridge Streets would allow traffic to navigate the detour more efficiently.

Additionally, the project boundary has been increased slightly at the Fair Oaks/US101 southbound off-ramp intersection to accommodate the installation of a temporary signal system for the off-ramp. Work at this location would be limited to paved surfaces or sidewalk areas and may also include some additional temporary striping on the paved surfaces. The area for field contractor access west of the intersection has also been increased slightly to ensure adequate access for trucks and vehicles (see Figure 2).

The project boundary has also been slightly increased along Traffic Way and Bridge Street south of Nelson Street (see Figure 2) to accommodate temporary striping within paved roadways and/or temporary barriers for traffic control. All work would be contained within existing paved surfaces or sidewalk areas.

The proposed temporary roadway detour would require the temporary loss of 17 existing on-street parking spaces. Thirteen of those on-street parking spaces and one on-street loading zone are located on the north side of West Branch Street between Bridge Street and Traffic Way. The temporary loss of on-street parking spaces is necessary to accommodate restriping of Branch Street for two westbound lanes.

Vehicles traveling along the established detour route along Bridge Street, Nelson Street, and East Branch Street would be limited to current posted speed limits or prima facie speed of 25 mph. Closure of Traffic Way would also result in a temporary closure of a Class II bike lane and pedestrian facilities that allow for connectivity into the Village Core along Traffic Way. Detour routes would be made available for both of these facilities.

When Traffic Way is temporarily closed for construction of the bridge, bicycle traffic would be required to utilize a signed detour route towards Bridge Street, which is an existing Class III shared bicycle/vehicle lane, and would allow users continued access to their desired destination. Bicycle traffic through the Village of Arroyo Grande would be maintained throughout construction. Following construction activities, Traffic Way would be returned to a Class II bike lane and upgraded to current standards.

A pedestrian stairway adjacent to the existing bridge, and the pedestrian walkway on Traffic Way and across the existing bridge, provide pedestrian access from Branch Street to Village Creek Plaza. The pedestrian stairway and pedestrian access on the existing bridge would be temporarily closed during construction. However, pedestrian access to Village Creek Plaza from Branch Street would be maintained via the proposed temporary roadway detour using Traffic Way south of the construction area, the existing pedestrian crosswalk on Traffic Way at Station Way, Nelson Street, and Bridge Street to Branch Street. Following construction, the pedestrian stairway and pedestrian access on the bridge and Traffic Way would be fully restored and upgraded to current standards.

The temporary restriping and removal of street parking spaces along East Branch Street and Bridge Street would result in the removal of a barrier between moving vehicles and pedestrians. However, there is adequate space within the adjacent sidewalk to safely accommodate pedestrians and current speed limits would limit vehicle speeds in these areas to 25 mph. In addition, additional traffic controls would be

implemented to maximize clarity and safety of the detour plan. These traffic controls would include high-visibility signage, including use of retroreflective and/or fluorescent materials, traffic cones and/or fencing, temporary stop controls, etc. and would be designed and implemented in accordance with the U.S. Department of Transportation Federal Highway Administration (FHA) Manual on Uniform Traffic Control Devices (MUTCD).

CONSTRUCTION EQUIPMENT

Equipment anticipated to be used for the project includes excavators, dozers, cranes, dump trucks, concrete trucks, concrete pumps, and pile-drilling equipment. Removal of the existing bridge would require excavators, hoe rams, cranes, and dump trucks. Construction is currently anticipated to be completed within 9 months (between May 1, 2022, and January 31, 2023).

1.4 Required Discretionary Approvals

The following discretionary approvals are anticipated to be required for the project:

- Section 401 Water Quality Certification from the Central Coast Regional Water Quality Control Board (RWQCB);
- Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW);
- Section 404 Nationwide Permit from the U.S. Army Corps of Engineers (USACE);
- Formal Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and/or the National Oceanic and Atmospheric Administration National Marine Fisheries Service (NOAA Fisheries); and
- San Luis Obispo County Air Pollution Control District (SLOAPCD) construction permit.

2 ENVIRONMENTAL CHECKLIST AND ENVIRONMENTAL EVALUATION

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The proposed project could have a "Potentially Significant Impact" for environmental factors checked below. Please refer to the attached pages for discussion on mitigation measures or project revisions to either reduce these impacts to less than significant levels or require further study.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Public Services |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input checked="" type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Air Quality | <input checked="" type="checkbox"/> Hydrology and Water Quality | <input type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Land Use and Planning | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Utilities and Service Systems |
| <input type="checkbox"/> Energy | <input checked="" type="checkbox"/> Noise | <input checked="" type="checkbox"/> Wildfire |
| <input checked="" type="checkbox"/> Geology and Soils | <input type="checkbox"/> Population and Housing | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

ENVIRONMENTAL DETERMINATION

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measure based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Date:

Signed:

I. Aesthetics

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Except as provided in Public Resources Code Section 21099, would the project:</i>				
(a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

The California Environmental Quality Act (CEQA) establishes that it is the policy of the state to take all action necessary to provide people of the state “with... enjoyment of aesthetic, natural, scenic and historic environmental qualities” (California Public Resources Code [PRC] Section 21001[b]). A scenic vista is generally defined as a high-quality view displaying good aesthetic and compositional values that can be seen from public viewpoints. Some scenic vistas are officially or informally designated by public agencies or other organizations. A substantial adverse effect on a scenic vista would occur if the project would significantly degrade the scenic landscape as viewed from public roads or other public areas. A proposed project’s potential effect on a scenic vista is largely dependent on the degree to which it would complement or contrast with the natural setting, the degree to which it would be noticeable in the existing environment, and whether it detracts from or complements the scenic vista.

The California Scenic Highway Program was created by the State Legislature in 1963 with the intention of protecting and enhancing the natural scenic beauty of California highways and adjacent corridors. A highway may be designated scenic depending on how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler’s enjoyment of the view. Designated and eligible Scenic Highways within San Luis Obispo County include US 101, SR 46, portions of SR 41, SR 1, and Lake Nacimiento Drive. US 101 is located approximately 0.1 mile west of the project site (Caltrans 2021c).

The *City of Arroyo Grande Agriculture, Conservation and Open Space Element* (ACOSE) includes goals and policies intended to protect visually accessible scenic resources. Scenic resources protected under the City’s ACOSE may include agricultural land, open spaces, hillsides, ridgelines, canyons, valleys, landmark trees, woodlands, wetlands, streambeds, and banks, as well as aspects of the built environment of historic nature or that are unique to the city (City of Arroyo Grande 2007).

The project site consists of Traffic Way bridge, which is located in an urban area in the central portion of the city and surrounded by one- and two-story commercial development in all directions. The existing Traffic Way bridge spans Arroyo Grande Creek, which is a perennial stream with a dense riparian

canopy. The project site is developed with designated bike lanes; pedestrian infrastructure, including sidewalks and crosswalks; and vegetative landscaping. The project site is located approximately 260 feet west of the recently rehabilitated historic Bridge Street bridge, which underwent construction in 2020 and was completed in 2021 (SWCA 2021f).

Environmental Evaluation

a) Would the project have a substantial adverse effect on a scenic vista?

For CEQA purposes, a scenic vista is generally defined as a viewpoint that provides expansive views of a highly valued landscape or scenic resource for the benefit of the general public. A substantial adverse effect on a scenic vista would occur if the proposed project would significantly degrade the scenic landscape as viewed from public roads or other public areas. The City's ACOSE identifies scenic resources as agricultural land, open spaces, hillsides, ridgelines, canyons, valleys, landmark trees, woodlands, wetlands, streambeds, and banks, as well as aspects of the built environment of historic or unique nature. The project site provides views of commercial development to the north and commercial development and distant hillsides to the south. Views to the east and west are dominated by trees associated with Arroyo Grande Creek. The proposed project includes replacement of the existing Traffic Way bridge to reduce risk caused by erosion surrounding the foundation of the bridge. Construction activities would result in temporary construction-related views during the 27-month construction period, including construction equipment and vehicles, workers, and signage. In addition, construction activities would include vegetation removal below and adjacent to the bridge as necessary for equipment access and installation of the new bridge foundations. Construction-related views would be temporary in nature and would not result in a permanent adverse change to existing views in the project area.

Following construction activities, the proposed bridge would retain the same alignment as the original bridge structure and would consist of a single-span bridge with no piers within the creek bed. Therefore, the project would result in an overall improvement in the views of the bridge and Arroyo Grande Creek. The proposed bridge structure would accommodate the same number of vehicle lanes, Class II bicycle lanes, and pedestrian facilities (sidewalks, light posts, and fencing) as the existing bridge structure. In addition, the project includes revegetation within impacted areas. The proposed bridge structure would be designed in accordance with applicable City and Caltrans design guidelines and standards and would be similar in appearance to the existing bridge. The project would result in the replacement of the existing Traffic Way bridge and does not include components that would significantly change the existing viewshed of the project site; therefore, the project would not have a substantial effect on a scenic vista and impacts would be *less than significant*.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

There are no designated state scenic highways within or in the immediate vicinity of the project site. US 101 is considered an eligible state scenic highway by Caltrans and is located approximately 0.1 mile west of the Traffic Way bridge (Caltrans 2021c). Temporary construction access would require the use of existing unnamed, unpaved agricultural access roads located west of US 101, crossing under the existing US 101 bridge, and continuing east of US 101 through an open field that is part of an urban development associated with Village Creek Plaza. The open field would be used for construction equipment storage and construction access to the project site. Based on Google Earth Pro imagery, the portion of US 101 that extends through the project site consists of native trees that block views east of US 101. Therefore, views of most of the construction and all operational components of the project from US 101 would be obstructed by intervening vegetation. Construction of the project may result in temporary, intermittent views of workers, vehicles, and equipment accessing the site west of US 101; however, following project

construction, construction crews, vehicles, and equipment would vacate the area and the project site would be returned to preconstruction conditions. The project would require tree removal for development at the bridge site and would not require tree removal within the viewshed of US 101. In addition, the project includes revegetation of disturbed areas to avoid permanently degrading visual resources within the project area. The project would not substantially damage scenic resources within a state scenic highway; therefore, impacts would be *less than significant*.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The project site is located in an urbanized area of the city of Arroyo Grande in the Village Mixed-Use (VMU) and Village Downtown Core (VDC) zoning designations (City of Arroyo Grande 2018). The City's *Design Guidelines and Standards for the Historic Character Overlay District* provides guidelines and standards for development in the VDC, VMU, Village SF-Low (VSF-L), Village SF-Medium (VSF-M), Village MF-Medium (VMF-M), and Village Community Facility (VCF) zoning designations that are intended to protect the historic buildings, character, and architecture that reflect the city's heritage (City of Arroyo Grande 1994). In addition, the City's *Design Guidelines and Standards for Design Overlay District (D-2.11) – Traffic Way and Station Way* provide goals to encourage design that would not detract from the neighboring village districts (City of Arroyo Grande 2014). However, the design guidelines would not apply to the project because the project is limited to replacement of an existing bridge and does not include the development of new buildings that would be subject to building design guidelines or other zoning standards.

The City's ACOSE includes goals and policies intended to protect visual resources, including agricultural land, open spaces, hillsides, ridgelines, canyons, valleys, landmark trees, woodlands, wetlands, streambeds and banks, as well as aspects of the built environment of historic nature or that are unique to the city (City of Arroyo Grande 2007). In addition to temporary construction views, proposed construction activities would result in the removal of vegetation below and adjacent to the bridge as necessary for equipment access and installation of the new bridge foundations. Following construction activities, the proposed bridge would retain the same alignment as the original bridge structure and would consist of a single-span bridge with no piers within the creek bed. Therefore, the project would result in an overall improvement in the views of the bridge and Arroyo Grande Creek. The proposed bridge structure would accommodate the same number of vehicle lanes, Class II bicycle lanes, and pedestrian facilities (sidewalks, light posts, and fencing) as the existing bridge structure. In addition, the project includes revegetation of disturbed project areas. Therefore, the project would be consistent with goals and policies of the City's ACOSE.

The project would result in temporary construction views during the 27-month construction period; however, implementation of the project would not result in a significant permanent change to the existing viewshed and does not include any components that would be inconsistent with zoning or other regulations governing scenic quality. Therefore, impacts would be *less than significant*.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

There are 12 existing outdoor light posts along the railings of the Traffic Way bridge that are used for nighttime lighting. Replacement of the Traffic Way bridge would include replacement of existing light posts along the bridge. New outdoor lighting along the proposed bridge would be consistent with the intensity of existing lighting along the existing bridge. In addition, new outdoor lighting would be

required to comply with City Municipal Code Section 16.48.090(A), which establishes outdoor lighting requirements for nonresidential uses within the city to prevent light pollution from degrading nighttime views of the area. Therefore, based on the nature of development and required compliance with the City Municipal Code, impacts related to nighttime lighting would be *less than significant*.

Conclusion

The project would result in temporary construction-related views during the 27-month construction period. However, implementation of the project would not result in a significant permanent change to the existing viewshed. Any vegetation that is removed during project construction would be revegetated following project activities. The project would not substantially damage scenic resources within a state scenic highway. Nighttime lighting along the proposed bridge would be consistent with existing nighttime lighting conditions. The new bridge would be consistent with the level of development of the existing bridge and would not result in new components that would be inconsistent with zoning or other regulations governing scenic quality. Therefore, potential impacts related to aesthetic resources would be less than significant, and no mitigation is necessary.

Mitigation Measures

No mitigation is required.

II. Agriculture and Forestry Resources

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</i>				
(a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

The California Department of Conservation (CDOC) Farmland Mapping and Monitoring Program (FMMP) produces maps and statistical data used for analyzing impacts on California's agricultural resources. Agricultural land is rated according to soil quality and current land use. For environmental review purposes under CEQA, the FMMP categories of Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, and Grazing Land are considered "agricultural land." Other non-agricultural designations include Urban and Built-up Land, Other Land, and Water. According to the FMMP, the project site is located on land that is designated as urban and built-up land (CDOC 2016).

The Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agriculture or related open space use. In return, landowners receive property tax assessments that are much lower than normal because they are based on farming and open space uses as opposed to full market value. The project site does not include land within the Agriculture land use designation and is not subject to a Williamson Act contract.

According to PRC Section 12220(g), forest land is defined as land that can support 10% native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits. Timberland is defined as land, other than land owned by the federal government and land designated by the State Board of Forestry and Fire Protection as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees.

The City's ACOSE includes Objectives Ag1 through Ag6 and corresponding policies for the protection of agricultural resources, including, but not limited to, the conservation of prime agricultural land and soils, conservation of groundwater for agricultural operations, and the promotion of the coexistence of agricultural and urban land uses (City of Arroyo Grande 2007).

The project site is designated as Urban and Built-up Land by the FMMP (CDOC 2016). Based on the City's Land Use Map, there is no designated forest land or timberland within the city (City of Arroyo Grande 2018). The existing Traffic Way bridge is not located within designated agricultural land, forest land, or timberland. There is FMMP-designated Prime Farmland- and Agriculture-zoned land located approximately 0.15 mile (800 feet) west of the existing Traffic Way bridge, immediately west of the US 101 southbound lane (CDOC 2016; City of Arroyo Grande 2018).

Environmental Evaluation

- a) *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?***

According to the CDOC FMMP, most of the project site is designated as Urban and Built-up Land, and land located approximately 800 feet west of the project site is designated as Prime Farmland by the FMMP (CDOC 2016). Temporary construction access would require the use of existing unnamed, unpaved agricultural access roads located within the designated Prime Farmland. Proposed construction staging would occur in an open field used for urban commercial development and would not be located in the nearby agricultural land. Existing agricultural access roads would remain accessible to ongoing agricultural operations throughout the proposed construction period. Therefore, temporary use of the

existing agricultural access roads would not result in impacts to existing farmland. Further, all construction access and staging areas would be returned to their original condition following construction; therefore, implementation of the project would not result in the permanent conversion of designated Prime Farmland to non-agricultural use, and impacts would be *less than significant*.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

The Traffic Way bridge is located in the VMU and VCD zoning designations (City of Arroyo Grande 2018). Land located immediately west of the US 101 southbound lane is within the Agriculture zoning designation and is currently developed and used for agricultural operations, including cropland (City of Arroyo Grande 2018). Temporary access would require the use of existing unnamed, unpaved agricultural access roads located within the agricultural land. The project would not prohibit ongoing agricultural operations because existing agricultural access roads would remain accessible to ongoing agricultural operations throughout the proposed construction period. Temporary use of the existing agricultural roads would not result in conversion of or other impacts to existing farmland and all construction access areas would be returned to their original condition following construction. In addition, the project site is not under a Williamson Act contract. Therefore, the project would not conflict with existing zoning for agricultural uses or a Williamson Act contract, and impacts would be *less than significant*.

c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

According to the City's zoning map, there is no designated forest land or timberland within the city (City of Arroyo Grande 2018). Therefore, implementation of the project would not conflict with zoning for forest land or timberland, and *no impact* would occur.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

As previously described in threshold II(c), there is no designated forest land or timberland within the city (City of Arroyo Grande 2018). Since there is no designated forest land within the project area, proposed tree removal would not result in the loss of forest land or conversion of forest land to non-forest use, and *no impact* would occur.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Based on the CDOC FMMP, there is designated Prime Farmland located approximately 0.15 mile west of the Traffic Way bridge (CDOC 2016). This area is also within the Agriculture zoning designation and is currently developed and used for agricultural operations. Temporary construction access would require the use of existing unnamed, unpaved agricultural access roads located west of US 101, crossing under the existing US 101 bridge, and continuing east of US 101 through an open field that is part of an urban development associated with Village Creek Plaza. The open field is within the VMU zoning designation and is not used for agricultural operations. The field would be used for construction staging and access to the bridge site. Temporary use of the existing agricultural access roads would not prohibit access for ongoing agricultural operations and would not result in impacts to existing farmland. Further, all construction access and storage areas would be returned to preconstruction conditions following construction activities. The project does not include long-term features that would interfere with soil

quality, air quality, water quality, or groundwater supply that could permanently affect nearby agricultural land. In addition, according to the City's zoning map, there is no designated forest land or timberland within the city (City of Arroyo Grande 2018). Therefore, the project would not result in changes to the environment that could convert farmland to non-agricultural use or forest land to non-forest use, and impacts would be *less than significant*.

Conclusion

The project would require the temporary use of existing agricultural access routes located on designated Prime Farmland and land zoned for agricultural uses; however, implementation of the project would not permanently convert any Prime Farmland or agriculturally zoned land to non-agricultural uses. The project would not result in adverse impacts to forest land or timberland because there is no designated forest land or timberland within the city. Therefore, potential impacts related to agricultural resources would be less than significant, and no mitigation is necessary.

Mitigation Measures

No mitigation is required.

III. Air Quality

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:</i>				
(a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setting

San Luis Obispo County is part of the South Central Coast Air Basin, (SCCAB), which also includes Santa Barbara and Ventura Counties. Air quality within the SCCAB is regulated by several jurisdictions, including the U.S. Environmental Protection Agency (USEPA), California Air Resources Board (CARB), and San Luis Obispo County Air Pollution Control District (SLOAPCD). Each of these jurisdictions develops rules, regulations, and policies to attain the goals or directives imposed upon them through legislation. The CARB is the agency responsible for coordination and oversight of state and local air pollution control programs in California and for implementing the California Clean Air Act (CCAA) of 1988. The State Department of Public Health established California Ambient Air Quality Standards (CAAQS) in 1962 to define the maximum amount of a pollutant (averaged over a specified period of time) that can be present without any harmful effects on people or the environment. The CARB adopted the CAAQS developed by the Department of Public Health in 1969, which had established CAAQS for

10 criteria pollutants: particulate matter (under 10 microns [PM₁₀] and under 2.5 microns [PM_{2.5}]), ozone (O₃), nitrogen dioxide (NO₂), sulfate, carbon monoxide (CO), sulfur dioxide (SO₂), visibility-reducing particles, lead (Pb), hydrogen sulfide (H₂S), and vinyl chloride.

The Federal Clean Air Act (FCAA) later required the USEPA to establish National Ambient Air Quality Standards (NAAQS) for pollutants considered harmful to public health and the environment, and also set deadlines for their attainment. The USEPA has established NAAQS for six criteria pollutants (all of which are also regulated by CAAQS): CO, Pb, NO₂, O₃, PM₁₀ and PM_{2.5}, and SO₂. California law continues to mandate compliance with CAAQS, which are often more stringent than national standards. However, California law does not require that CAAQS be met by specified dates as is the case with NAAQS. Rather, it requires incremental progress toward attainment. The SLOAPCD is the agency primarily responsible for ensuring that NAAQS and CAAQS are not exceeded and that air quality conditions within the county are maintained.

The state and national attainment status designations pertaining to San Luis Obispo County are summarized in Table 1. San Luis Obispo County is currently designated as a nonattainment area with respect to the state O₃ and PM₁₀ standards. In addition, the eastern portion of the county is designated nonattainment for the national O₃ standards. The county is designated attainment or unclassified for the remaining national and state standards.

Table 1. Summary of Ambient Air Quality Standards and Attainment Designations

Pollutant	Averaging Time	California Standards ¹		National Standards ¹	
		Concentration	Attainment Status	Primary	Attainment Status
Ozone (O ₃)	1-hour	0.09 ppm (180 µg/m ³)	Non-Attainment	--	Non-Attainment Eastern San Luis Obispo County
	8-hour	0.070 ppm (137 µg/m ³)		0.070 ppm (137 µg/m ³)	Attainment Western San Luis Obispo County ²
Respirable Particle Matter (PM ₁₀)	24-hour	50 µg/m ³	Non-Attainment	150 µg/m ³	Unclassified/ Attainment
	AAM	20 µg/m ³		—	
Fine Particulate Matter (PM _{2.5})	24-hour	No State Standard	Attainment	35 µg/m ³	Unclassified/ Attainment
	AAM	12 µg/m ³		12 µg/m ³	
Carbon Monoxide (CO)	1-hour	20 ppm (23 mg/m ³)	Attainment	35 ppm (40 mg/m ³)	Unclassified
	8-hour	9 ppm (10 mg/m ³)		9 ppm (10 mg/m ³)	
Nitrogen Dioxide (NO ₂)	1-hour	0.18 ppm (339 µg/m ³)	Attainment	100 ppb (188 µg/m ³)	Unclassified
	AAM	0.030 ppm (57 µg/m ³)		0.053 ppm (100 µg/m ³)	
Sulfur Dioxide (SO ₂)	1-hour	0.25 ppm (655 µg/m ³)	Attainment	75 ppb (196 mg/m ³)	Unclassified
	3-hour	—		Secondary: 0.5 ppm (1,300 µg/m ³)	
	24-hour	0.04 ppm (105 µg/m ³)		0.14 ppm (for certain areas)	
	AAM	—		0.030 ppm (for certain areas)	

Pollutant	Averaging Time	California Standards ¹		National Standards ¹	
		Concentration	Attainment Status	Primary	Attainment Status
Lead	30-day Average	1.5 µg/m ³	Attainment	–	No Attainment Information
	Calendar Quarter	–		–1.5 µg/m ³ (for certain areas)	
	Rolling 3-Month Average	–		0.15 µg/m ³	
Visibility-Reducing Particle Matter	8-hour	Extinction of 0.23 per kilometer	Attainment		
Sulfates	24-hour	25 µg/m ³	Attainment		No Federal Standards
Hydrogen Sulfide	1-hour	0.03 ppm (42 µg/m ³)	Attainment		
Vinyl Chloride	24-hour	0.01 ppm (26 µg/m ³)	No Attainment Information		

Notes:

µg/m³ = micrograms per cubic meter, pp, = parts per million, AAM = Annual Arithmetic Mean

¹ Unclassified (USEPA/federal definition): Any area that cannot be classified on the basis of available information as meeting or not meeting the national primary or secondary ambient air quality standard for that pollutant.

² San Luis Obispo County has been designated non-attainment east of the -120.4 degree longitude line, in areas of San Luis Obispo County that are south of latitude 35.45 degrees, and east of the -120.3 degree longitude line, in areas of San Luis Obispo County that are north of latitude 35.45 degrees.

Source: SLOAPCD 2019.

Naturally Occurring Asbestos (NOA) is identified as a toxic air contaminant by the CARB. Serpentine and other ultramafic rocks are fairly common throughout the county and may contain NOA. If these areas are disturbed during construction, NOA-containing particles can be released into the air and have an adverse impact on local air quality and human health. According to the SLOAPCD's NOA map, the project site is not located in an area the SLOAPCD has identified as having the potential for NOA to be present (SLOAPCD 2021).

The SLOAPCD's *San Luis Obispo County 2001 Clean Air Plan* (2001 Clean Air Plan) is a comprehensive planning document intended to evaluate long-term air pollutant emissions and cumulative effects and provide guidance to the SLOAPCD and other local agencies on how to attain and maintain the state standards for O₃ and PM₁₀ (SLOAPCD 2001). The 2001 Clean Air Plan presents a detailed description of the sources and pollutants that impact the jurisdiction's attainment of state standards, future air quality impacts to be expected under current growth trends, and an appropriate control strategy for reducing O₃ precursor emissions, thereby improving air quality.

The SLOAPCD has developed and updated their *CEQA Air Quality Handbook* (most recently updated with a November 2017 Clarification Memorandum) to help local agencies evaluate project-specific impacts and determine if air quality mitigation measures are needed, or if potentially significant impacts could result (SLOAPCD 2012, 2017). General screening criteria are used by the SLOAPCD to determine the type and scope of air quality assessment required for a particular project (Table 1-1 in the SLOAPCD's *CEQA Air Quality Handbook*). These criteria are based on project size in an urban setting and are designed to identify those projects with the potential to exceed the SLOAPCD's significance thresholds. A more refined analysis of air quality impacts specific to a given project is necessary for projects that exceed the screening criteria identified in Table 2, below, or are within 10% of exceeding the screening criteria.

The county's air quality is measured by a total of 10 ambient air quality monitoring stations, and pollutant levels are measured continuously and averaged each hour, 24 hours a day. The significance of a given pollutant can be evaluated by comparing its atmospheric concentration to federal and state air quality standards. These standards represent allowable atmospheric containment concentrations at which the

public health and welfare are protected and include a factor of safety. The SLOAPCD prepares an Annual Air Quality Report detailing information on air quality monitoring and pollutant trends in the county.

Sensitive Receptors

One of the most important reasons for air quality standards is the protection of those members of the population who are most sensitive to the adverse health effects of air pollution, termed “sensitive receptors.” The term “sensitive receptors” refers to specific population groups, as well as the land uses where individuals would reside for long periods. Commonly identified sensitive population groups include children, the elderly, the acutely ill, and the chronically ill. Commonly identified sensitive land uses would include facilities that house or attract children, the elderly, people with illnesses, or others who are especially sensitive to the effects of air pollutants. Residential dwellings, schools, parks, playgrounds, childcare centers, convalescent homes, and hospitals are examples of sensitive land uses. The nearest sensitive receptor locations include a private single-family residence, located approximately 367 feet southeast from the boundary of the project site, and medical offices, located approximately 290 feet southwest from the boundary of the project site (SWCA 2021d).

Health Risk from a Nearby High-Volume Roadway

Diesel-fueled trucks and cars travel on US 101, which is considered a high-volume roadway, so future residents living in any proposed residential units near US 101 could be exposed to diesel particulate matter (DPM), which has been classified by the state as a toxic air contaminant and a carcinogen.

San Luis Obispo County Air Pollution Control District Thresholds

The SLOAPCD thresholds for determining the significance of impacts for total emissions expected from a project’s construction activities are provided in Table 2. The SLOAPCD has discretion to require mitigation for projects that would not exceed the mitigation thresholds if those projects would result in special impacts, such as the release of DPM emissions or asbestos near sensitive receptors.

Table 2. SLOAPCD Thresholds of Significance for Construction Operations

Pollutant	Threshold ¹		
	Daily	Quarterly Tier 1	Quarterly Tier 2
Reactive Organic Gases (ROG) + Nitrogen Oxides (NOx) (combined)	137 lbs	2.5 tons	6.3 tons
Diesel Particulate Matter (DPM)	7 lbs	0.13 tons	0.32 tons
Fugitive Particulate Matter (PM ₁₀), Dust ²	--	2.5 tons	--

Notes:

lbs = pounds

¹ Daily and quarterly emission thresholds are based on the California Health and Safety Code and the CARB Carl Moyer Guidelines.

² Any project with a grading area greater than 4.0 acres of worked area can exceed the 2.5-ton PM10 quarterly threshold.

Source: SLOAPCD 2012.

Environmental Evaluation

a) **Would the project conflict with or obstruct implementation of the applicable air quality plan?**

In order to be considered consistent with the 2001 Clean Air Plan, a project must be consistent with the land use planning and transportation control measures and strategies that are outlined in the Clean Air Plan (SLOAPCD 2012). Construction and operation of the project may result in short-term construction emissions and infrequent maintenance trips to and from the site on an as-needed basis. Short-term construction related emissions, particularly for a project of this nature intended to improve transportation facilities, would not conflict with the Clean Air Plan. Because the project would not generate regular daily vehicle trips, transportation control measures, such as encouraging use of alternative transportation options, telecommuting, and measures intended to reduce vehicle miles traveled (VMT), would not be applicable to the project. The project consists of replacing the existing Traffic Way bridge and does not propose commercial, residential, or other development that would be applicable to land use planning measures, such as provision of mixed-use development, planning compact communities with higher densities, and balancing jobs and housing. Traffic Way currently consists of a Class II bike lane and pedestrian facilities. The proposed bridge would retain the Class II bike lane and pedestrian facilities to allow for a connected community and to encourage alternative modes of travel within the city's downtown. Therefore, the project would not conflict with the 2001 Clean Air Plan, and impacts would be *less than significant*.

b) **Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?**

Project air pollutant emissions were estimated using the most recent version of the California Emissions Estimator Model (CalEEMod 2020.4.0). Based on estimated construction phase length, grading volumes, and other factors, estimated construction-related emissions that would result from the project were calculated and compared to applicable SLOAPCD thresholds in Table 3. The CalEEMod results are included in Appendix A.

Table 3. Estimated Construction Emissions

Pollutant	Project Construction Emissions (Daily)	Project Construction Emissions (quarterly)	SLOAPCD Thresholds ¹		Does the Project exceed SLOAPCD Thresholds?
			Daily	Quarterly Tier 1	
Reactive Organic Gases (ROG) + Nitrogen Oxides (NOx) (combined)	9.34 lbs/day	0.15 tons/quarter	137 lbs	2.5 tons	No
Diesel Particulate Matter (DPM)	0.32 lbs/day	0.008 tons/quarter	7 lbs	0.13 tons	No
Fugitive Particulate Matter (PM ₁₀), Dust ²	--	0.018 tons/quarter	--	2.5 tons	No

Notes:

lbs = pounds

¹ Daily and quarterly emission thresholds are based on the California Health and Safety Code and the CARB Carl Moyer Guidelines.

² Any project with a grading area greater than 4.0 acres of worked area can exceed the 2.5-ton PM10 quarterly threshold.

Source: SLOAPCD 2012.

As shown in Table 3, the project would not exceed daily or quarterly SLOAPCD thresholds for construction-related emissions. Therefore, the project would not result in a cumulatively considerable net increase in identified criteria pollutants, and construction-related impacts would be *less than significant*.

Implementation of the project would not result in new uses that could increase operational emissions. Operation of the project would include continued operation of the Traffic Way bridge and may require infrequent vehicle trips for maintenance activities on an as-needed basis. The Traffic Way bridge provides passage over Arroyo Grande Creek and, based on the 2016 Bridge Inspection Report, traffic volumes through the site are approximately 9,600 vehicles per day. Traffic Way is classified as an urban arterial roadway and has an estimated future average daily traffic (ADT) rate of 11,000 based on estimated growth within the city. Replacement of the bridge is not anticipated to result in an increase in vehicle trips compared to existing conditions. The proposed replacement bridge would be paved and would not result in increased particulate matter during operation. Therefore, the project would not result in new development that would generate operational emissions or increased VMT. Operational impacts associated with generation of criteria air pollutant emissions would be *less than significant*.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

The nearest sensitive receptor locations include a private single-family residence, located approximately 367 feet southeast from the boundary of the project site, and medical offices, located approximately 290 feet southwest from the boundary of the project site (SWCA 2021d). In addition, the project would require the temporary closure of Traffic Way during the 9-month construction period, which would require a temporary traffic detour route through the Village Core of the city. Temporary striping would be implemented along East/West Branch, Mason, Fair Oaks, Traffic Way, and Bridge Streets to allow traffic to navigate the detour more efficiently; however, detours would be expected to result in temporary delays along these roadways, which could increase air pollutant emissions from vehicle idling. According to the SLOAPCD CEQA Air Quality Handbook, projects that occur within 1,000 feet of sensitive receptors have the potential to result in adverse impacts involving construction emissions (SLOAPCD 2012). Therefore, based on the proximity to the nearest sensitive receptor locations, Mitigation Measure AQ-1 has been included to require limitations on diesel idling during the construction phase of the project to reduce potential impacts related to air quality emissions near sensitive receptor locations. The project would not increase operational traffic, change long-term circulation, or significantly affect long-term operational impacts on proximate sensitive receptors. Therefore, impacts would be *less than significant with mitigation*.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Construction of the proposed project would generate odors associated with construction smoke, dust, and equipment exhaust and fumes. Proposed construction activities would not differ significantly from those resulting from any other type of construction project. Any construction odors would be temporary and limited to the construction phase of the proposed project. The SLOAPCD NOA Map indicates the project site is not located within an area identified as having potential for NOA to be present (SLOAPCD 2021). The Traffic Way bridge was originally constructed in 1932 and has been in use for 89 years; therefore, there is potential for asbestos-containing material (ACM) to be released during decommissioning of the existing bridge. Mitigation Measure AQ-2 has been included to reduce impacts related to potential release of ACM during decommissioning of the bridge. With implementation of the identified mitigation measure, impacts would be *less than significant with mitigation*.

Conclusion

The project would be consistent with the 2001 Clean Air Plan. The project would not exceed construction-related or operational air pollutant emission thresholds as established by the SLOAPCD. With implementation of Mitigation Measure AQ-1, construction of the project is not anticipated to result in significant air quality emissions that could adversely affect nearby sensitive receptor locations. Mitigation Measure AQ-2 has been included to reduce potential impacts related to ACM during decommissioning of the existing bridge. Therefore, with implementation of the identified mitigation measures, impacts would be less than significant.

Mitigation Measures

MM AQ-1 Idling Control Techniques. During all construction activities and use of diesel vehicles, the applicant shall implement the following idling control techniques:

1. Idling Restrictions Near Sensitive Receptors for Both On- and Off-Road Equipment.
 - a. Staging and queuing areas shall not be located within 1,000 feet of sensitive receptors, if feasible;
 - b. Diesel idling within 1,000 feet of sensitive receptors shall not be permitted;
 - c. Use of alternative-fueled equipment shall be used whenever possible; and
 - d. Signs that specify the no idling requirements shall be posted and enforced at the construction site.
2. California Diesel Idling Regulations. On-road diesel vehicles shall comply with 13 California Code of Regulations (CCR) 2485. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles:
 - a. Shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location, except as noted in Subsection (d) of the regulation; and
 - b. Shall not operate a diesel-fueled auxiliary power system (APS) to power a heater, an air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation.

Signs must be posted in the designated queuing areas and job sites to remind drivers of the 5-minute idling limit. The specific requirements and exceptions in the regulation can be reviewed at the following website: www.arb.ca.gov/msprog/truck-idling/2485.pdf.

MM AQ-2 Asbestos Material in Demolition. Demolition activities can have potential negative air quality impacts, including issues surrounding proper handling, demolition, and disposal of asbestos-containing material (ACM). ACMs could be encountered during demolition or remodeling of the existing bridge. Asbestos can also be found in utility pipes/pipelines (transite pipes or insulation on pipes). If utility pipelines are scheduled for removal or relocation or a building(s) is proposed to be removed or renovated, various regulatory

requirements may apply, including the requirements stipulated in the National Emission Standard for Hazardous Air Pollutants (NESHAP; 40 Code of Federal Regulations [CFR] 61, Subpart M - asbestos NESHAP). These requirements include but are not limited to: (1) notification to the APCD; (2) an asbestos survey conducted by a Certified Asbestos Inspector; and (3) applicable removal and disposal requirements of identified ACM. More information on asbestos can be found at: <http://www.slocleanair.org/business/asbestos.php>.

IV. Biological Resources

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setting

The Federal Endangered Species Act (FESA) of 1973 provides legislation to protect federally listed plant and animal species. The California Endangered Species Act (CESA) of 1984 ensures legal protection for plants listed as rare or endangered and wildlife species formally listed as endangered or threatened, and also maintains a list of California Species of Special Concern (SSC). SSC status is assigned to species that have limited distribution, declining populations, diminishing habitat, or unusual scientific, recreational, or educational value. Under state law, the CDFW has the authority to review projects for their potential to impact special-status species and their habitats.

The Migratory Bird Treaty Act (MBTA) protects all migratory birds, including their eggs, nests, and feathers. The MBTA was originally drafted to put an end to the commercial trade in bird feathers, popular in the latter part of the 1800s. The MBTA is enforced by the U.S. Fish and Wildlife Service (USFWS), and potential impacts to species protected under the MBTA are evaluated by the USFWS in consultation with other federal agencies and are required to be evaluated under CEQA.

The U.S. Army Corps of Engineers (USACE) regulates discharges of dredged or fill material into waters of the United States. These waters include wetland and non-wetland waterbodies that meet specific criteria. USACE jurisdiction regulates almost all work in, over, and under waters listed as “navigable waters of the U.S.” that results in a discharge of dredged or fill material within USACE regulatory jurisdiction, pursuant to Section 404 of the Clean Water Act (CWA). Under Section 404, USACE regulates traditional navigable waters (TNWs), wetlands adjacent to TNWs, relatively permanent non-navigable tributaries that have a continuous flow at least seasonally (typically 3 months), and wetlands that directly abut relatively permanent tributaries.

The State Water Resources Control Board (SWRCB) and nine Regional Water Quality Control Boards (RWQCBs) regulate discharges of fill and dredged material in California, under Section 401 of the CWA and the Porter-Cologne Water Quality Control Act, through the State Water Quality Certification Program. State Water Quality Certification is necessary for all projects that require a USACE permit, or fall under other federal jurisdiction, and have the potential to impact waters of the State. Based on the USFWS National Wetlands Inventory (NWI), Arroyo Grande Creek and associated wetland habitat is located below the project site (USFWS 2021).

City Municipal Code Section 12.16.070 is designed to preserve, enhance, and revitalize the City’s urban forest. The Community Tree Program sets forth guidelines and policies with regards to:

- Street tree requirements for new development;
- Landmark trees;
- Responsibility for tree-damaged sidewalks and public improvements;
- Privately owned trees affecting the public ROW;
- Tree removal in residential, mixed-use, and commercial zones;
- Public utility company requirements; and
- Installation, maintenance, and removal of trees relating to property development.

Regulated trees include street trees within the public ROW fronting the property, landmark trees, and any oak trees with a trunk width over 12 inches in diameter when measured 4.5 feet from the base. Removing them is prohibited without first obtaining a permit. The permit is available when the removal is deemed appropriate. Any removal of a regulated tree without a permit is considered to be a misdemeanor violation with a minimum \$150.00 tree replacement fee.

The project area is in an urbanized portion of the city and is surrounded by commercial, recreational, community, and residential land uses. The Traffic Way bridge extends over Arroyo Grande Creek, which is a perennial stream with a dense riparian canopy. Elevations within the project area are approximately 125 feet above mean sea level (msl). Vegetation communities within the project area are identified in Table 4 and Figure 3 (SWCA 2021e).

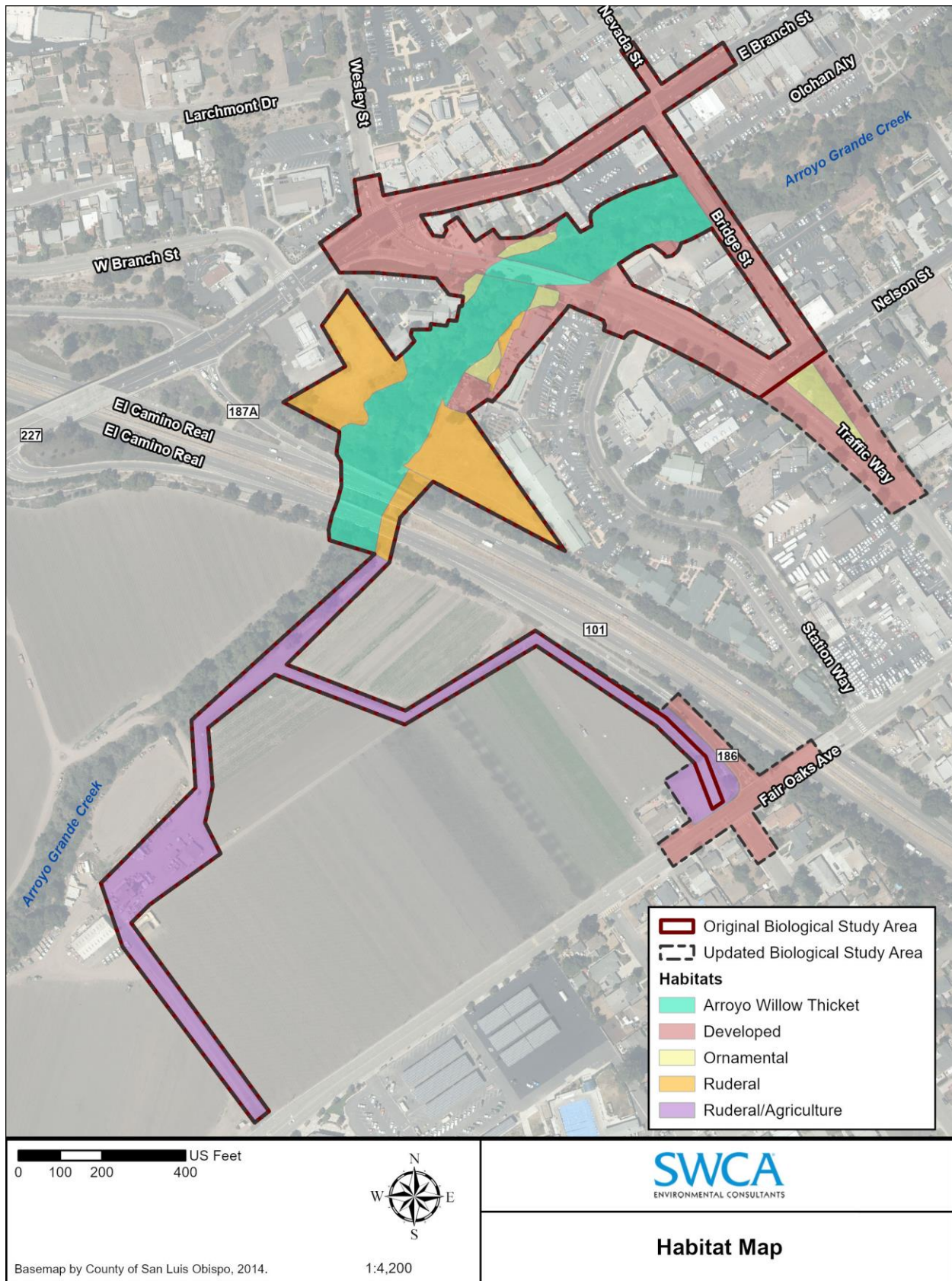


Figure 3. Habitat map.

Table 4. Plant Community/Habitat Present within the Project Area

Plant Community/Habitat	Total Acres within Project Area
Arroyo Willow Thicket (includes Stream Channel ¹)	3.81
Ruderal	2.30
Ruderal/Agriculture	3.28
Ornamental/Landscaped	0.28
Developed/Disturbed	5.53
Total	15.2

¹ Stream channel, delineated by ordinary high-water mark (OHWM), is within the riparian canopy.

Source: SWCA 2021e.

The following evaluation is based on the Natural Environment Study (NES) prepared by SWCA for the proposed project in September 2021 (SWCA 2021e). The NES includes the results of literature and database reviews of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), California Native Plant Society (CNPS) Electronic Inventory, a species list from the USFWS, and environmental documents that have been prepared for other projects in the general area. The NES also includes the results of the field and botanical surveys conducted in May 2019 and February 2020 and a Wetland Delineation conducted in February 2020. Based on the background review, 30 special-status plant species and 32 special-status animal species have been documented within the vicinity of the project site. However, based on habitat types, soil conditions, and elevations present within the project area, only the following four special-status plant species and six special-status animal species were determined to have the potential to occur within the project area:

- **Special-Status Plants**
 - black-flowered figwort (*Scrophularia atrata*)
 - Gambel's watercress (*Nasturtium gambelii*)
 - marsh sandwort (*Arenaria paludicola*)
 - San Bernardino aster (*Symphyotrichum defoliatum*)
- **Special-Status Animals**
 - California red-legged frog (*Rana draytonii*)
 - least Bell's vireo (*Vireo bellii pusillus*)
 - South-Central California Coast steelhead Distinct Population Segment (DPS) (*Oncorhynchus mykiss*)
 - southwestern willow flycatcher (*Empidonax traillii extimus*)
 - Townsend's big-eared bat (*Corynorhinus townsendii*)
 - western pond turtle (*Emys marmorata*)

During field surveys of the project area, no special-status plants or animals or evidence of special-status plants or animals were observed (SWCA 2021e).

Invasive Species

A total of 30 invasive plant species included on the California Invasive Plant Council (Cal-IPC) Inventory were observed in the project area, as shown in Table 5 (SWCA 2021e). Five species with a Cal-IPC category rating of High, 16 species with a Cal-IPC category rating of Moderate, and nine species with a Cal-IPC category rating of Limited were observed (SWCA 2021e).

Table 5. Invasive Species Observed in the Project Area

Scientific Name	Common Name	Cal-IPC Rating
<i>Arundo donax</i>	giant reed	High
<i>Avena barbata</i>	slender wild oat	Moderate
<i>Avena fatua</i>	common wild oat	Moderate
<i>Brassica nigra</i>	black mustard	Moderate
<i>Bromus diandrus</i>	ripgut brome	Moderate
<i>Bromus tectorum</i>	cheatgrass	High
<i>Carduus pycnocephalus</i>	Italian thistle	Moderate
<i>Centaurea calcitrapa</i>	purple star thistle	Moderate
<i>Cirsium vulgare</i>	bull thistle	Moderate
<i>Conium maculatum</i>	poison hemlock	Moderate
<i>Cynodon dactylon</i>	Bermuda grass	Moderate
<i>Delairea odorata</i>	cape ivy	High
<i>Erodium cicutarium</i>	redstem filaree	Limited
<i>Festuca myuros</i>	rattail fescue	Moderate
<i>Festuca perennis</i>	Italian ryegrass	Moderate
<i>Foeniculum vulgare</i>	fennel	High
<i>Hedera helix</i>	English ivy	High
<i>Hordeum marinum</i> ssp. <i>gussoneanum</i>	seaside barley	Moderate
<i>Hordeum murinum</i> ssp. <i>leporinum</i>	hare barley	Moderate
<i>Hypochaeris glabra</i>	smooth cat's ear	Limited
<i>Hypochaeris radicata</i>	hairy cat's ear	Moderate
<i>Medicago polymorpha</i>	burclover	Limited
<i>Oxalis pes-caprae</i>	Bermuda buttercup	Moderate
<i>Raphanus sativus</i>	wild radish	Limited
<i>Ricinus communis</i>	castor bean	Limited
<i>Robinia pseudoacacia</i>	black locust	Limited
<i>Schinus molle</i>	Peruvian pepper tree	Limited
<i>Silybum marianum</i>	milk thistle	Limited
<i>Stipa miliacea</i> var. <i>miliacea</i>	Smilo grass	Limited
<i>Vinca major</i>	bigleaf periwinkle	Moderate

Source: SWCA 2021e.

Wetlands

According to the USFWS NWI surface water and wetland mapper, there is a riverine feature and associated freshwater/forested shrub wetland that extends through the project area (USFWS 2021). A wetland delineation was conducted in February 2020 for the portion of Arroyo Grande Creek that extends through the project area. Arroyo Grande Creek within the project area has been modified and currently supports an approximately 15-foot-wide channel and steep banks. Very slow flowing water and no vegetation was observed within the creek channel at the time of the wetland delineation survey (SWCA 2021e, 2021h). Based on the conditions observed in the field, Arroyo Grande Creek is likely subject to

USACE, CDFW, and RWQCB jurisdiction due to the presence of a clearly identifiable ordinary high-water mark (OHWM), the evidence of a defined bed and bank, connectivity to the Pacific Ocean, a TNW, presence of riparian vegetation, and evidence of wetland hydrology (SWCA 2021e, 2021h). Within the project area, 0.37 acre of federal and 1.89 acres of state jurisdictional wetland features were identified, as shown in Table 6.

Table 6. Jurisdictional Areas Present within the BSA

Jurisdictional Feature	Total Jurisdictional Areas Present
Federal – Clean Water Act (Sections 404/401 applicable)	0.37 acre (16,204 square feet)
State – California Fish and Game Code (Sections 1600–1602 applicable), Porter Cologne Act	1.89 acre (82,328 square feet)

Source: SWCA 2021e.

Environmental Evaluation

- a) *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

SPECIAL-STATUS PLANTS

Literature and database reviews of the CDFW CNDDDB, CNPS Electronic Inventory, and USFWS Information for Planning and Consultation (IPaC) identified 30 special-status plant species that have the potential to occur in the project area. Based on habitat types, soil conditions, and elevation within the project area, four special-status plant species were identified as having the potential to occur within the project site; however, no special-status species were observed on-site during appropriately timed botanical surveys conducted in May 2019 and February 2020 (SWCA 2021e). The four special-status plant species considered to have the potential to occur within the project site are discussed below.

Black-Flowered Figwort

Black-flowered figwort is a California Rare Plant Rank (CRPR) 1B.2 species that typically occurs in coniferous forest, chaparral, coastal dune, coastal scrub, and riparian scrub habitats. Suitable habitat for this species occurs within the riparian habitat on-site (see Figure 3). Proposed ground disturbance and vegetation removal during construction activities has the potential to result in take of this species if present within the project area. No black-flowered figwort was observed during appropriately timed botanical surveys (SWCA 2021e).

Gambel's Watercress

Gambel's watercress is a CRPR 1B.2 species that typically occurs in freshwater or brackish marshes and swamps. Suitable habitat for this species occurs within and adjacent to Arroyo Grande Creek on-site (see Figure 3). Proposed ground disturbance and vegetation removal within Arroyo Grande Creek has the potential to result in take of this species if present within the project area. No Gambel's watercress was observed during appropriately timed botanical surveys (SWCA 2021e).

Marsh Sandwort

Marsh sandwort is a CRPR 1B.1 species that typically occurs in slow-moving water and tall emergent vegetation. It uses the tall emergent vegetation as structural support. Suitable habitat for this species occurs within and adjacent to Arroyo Grande Creek on-site (see Figure 3). Proposed ground disturbance and vegetation removal within Arroyo Grande Creek has the potential to result in take of this species if present within the project area. No marsh sandwort was observed during appropriately timed botanical surveys (SWCA 2021e).

San Bernardino Aster

San Bernardino aster is a CRPR 1B.2 species that typically occurs in cismontane woodland, coastal scrub, lower montane coniferous forest, meadows and seeps, marshes and swamps, and valley and foothill grassland near ditches, streams, and springs. Suitable habitat for this species occurs near Arroyo Grande Creek on-site (see Figure 3). Proposed ground disturbance and vegetation removal adjacent to Arroyo Grande Creek has the potential to result in take of this species if present within the project area. No San Bernardino aster was observed during appropriately timed botanical surveys (SWCA 2021e).

Implementation of the project is not anticipated to adversely impact special-status plant species because there were no special-status plant species observed during appropriately timed botanical surveys. However, since there is suitable habitat present within the project area, Mitigation Measure BIO-1 has been included to require preconstruction botanical surveys prior to the initiation of construction activities. In addition, there is potential for proposed construction activities to result in the spread of invasive species. Mitigation Measure BIO-2 has been included to avoid or minimize the potential for construction activities to result in the spread of invasive species. Therefore, potential impacts related to special-status plant species would be *less than significant with mitigation*.

SPECIAL-STATUS ANIMALS

Literature and database reviews of the CDFW CNDDDB and a species list from the USFWS IPaC identified 32 special-status animal species that have been documented within the project region. Based on the presence of habitat types and site conditions within the project area, six special-status animal species were identified as having the potential to occur within the project area; however, no special-status species were observed on-site during field surveys conducted in May 2019 and February 2020 (SWCA 2021e). The six special-status animal species that have the potential to occur in the project site are discussed in further detail below.

California Red-Legged Frog

The California red-legged frog (CRLF) is federally threatened and considered an SSC by CDFW. CRLF typically occur in a variety of areas, including aquatic, riparian, and upland habitats. The Arroyo Grande Creek bed and bank has the potential to provide suitable aquatic and upland habitat and for this species (SWCA 2021e). Although no CRLF were observed within the project area, there is the potential for CRLF to migrate into the project area during proposed construction activities. Therefore, there is potential for work within and adjacent to Arroyo Grande Creek to adversely affect CRLF if present within the project area. Mitigation Measure BIO-3 has been included to reduce potential impacts to CRLF.

South-Central California Coast DPS Steelhead

The project area is located within designated critical habitat for South-Central California Coast DPS steelhead. South-Central California Coast DPS steelhead is federally listed as threatened and is considered an SSC. Suitable habitat for steelhead on the Pacific Coast includes clear, cool water with abundant instream cover (e.g., submerged branches, rocks, logs), well-vegetated stream margins, relatively stable

water flow, and a 1:1 pool-to-riffle ratio (SWCA 2021e). Although there were no steelhead identified within Arroyo Grande Creek during field surveys, based on the presence of designated critical habitat for this species, there is potential for work within and adjacent to Arroyo Grande Creek to adversely affect this species if present within the project area during proposed construction activities. Mitigation Measure BIO-4 has been included to avoid or minimize potential impacts to steelhead.

Western Pond Turtle

Western pond turtle is considered an SSC by CDFW. This species typically occurs where water persists year-round in ponds along foothill streams or in broad washes near the coast. The ponds favored by turtles typically support emergent and floating vegetation such as cattails and algal mats. They also bask on half-submerged logs, rocks, or flat shorelines close to the edge of water. Therefore, the Arroyo Grande Creek bed and bank has the potential to provide suitable habitat for this species. In addition, western pond turtle has been previously documented within Arroyo Grande Creek, approximately 0.5 mile north of the project area; therefore, there is potential for this species to migrate into the project area during proposed construction activities (SWCA 2021e). Work within and adjacent to Arroyo Grande Creek has the potential to adversely affect this species if present during proposed construction activities. Mitigation Measure BIO-5 has been included to avoid or minimize potential impacts to southwestern pond turtle.

Nesting Migratory Birds (Least Bell's Vireo and Southwestern Willow Flycatcher)

Least Bell's vireo is a federal and state endangered species. Federal critical habitat has been designated for the species within the project region; however, the project area is not within the boundaries of the designated critical habitat. Least Bell's vireo requires riparian areas to breed and typically inhabits structurally diverse woodlands along watercourses. This species typically occurs in riparian habitat types, including cottonwood-willow woodlands/forests, oak woodlands, and mule fat scrub (SWCA 2021e). Southwestern willow flycatcher is a federal and state endangered species. Southwestern willow flycatcher requires dense riparian habitats, including cottonwood, willow, and/or tamarisk vegetation for nesting (SWCA 2021e). Riparian trees and vegetation within the project area have the potential to provide suitable habitat for these species and other nesting migratory bird species. Although no least Bell's vireo or southwestern willow flycatcher were observed within the project area, there is potential for these species to migrate into and nest within the project area during proposed construction activities. Therefore, proposed vegetation removal and construction noise could adversely affect nesting migratory birds, including least Bell's vireo and southwestern willow flycatcher, if present within the project area. Mitigation Measure BIO-6 has been included to reduce potential impacts to nesting migratory birds.

Roosting Bats (Townsend's Big-eared Bat)

Typically, roosting bat species, including Townsend's big-eared bat, forage over a wide variety of habitat types, including, but not limited to, grassland, wetland, shrub, and wooded habitats. Species may roost in caves and rock crevices. Bridges, buildings, and tree cavities are also occasionally used for roosting. No bats or evidence of bat activity (e.g., guano, urine staining, etc.) was observed during visual reconnaissance surveys of the project area; however, the existing bridge and the riparian vegetation may support suitable roosting habitat or structure for bat species (SWCA 2021e). Therefore, there is potential for proposed bridge decommissioning, vegetation removal, and construction noise to adversely affect roosting bats, including Townsend's big-eared bat, if present within the project area. Mitigation Measure BIO-7 has been included to reduce potential impacts to roosting bats if present within the project area.

Proposed construction activities have the potential to adversely affect special-status animal species if present within the project area during implementation. Mitigation Measures BIO-3 through BIO-7 have been included to reduce potential impacts to special-status animal species. Therefore, potential impacts related to special-status animal species would be *less than significant with mitigation*.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

The project area supports arroyo willow thicket and other riparian vegetation, which is considered a sensitive natural community by the CDFW, and streams and riparian communities are considered sensitive by the City (see Figure 3). Approximately 0.82 acre of arroyo willow thicket would be temporarily impacted by the project (SWCA 2021e). Additionally, other native riparian trees located within the footprint of disturbance for the proposed bridge would be removed during project activities. The project includes revegetation of impacted areas; however, approximately 0.26 acre of arroyo willow thicket would be permanently removed. Mitigation Measure BIO-8 has been included to protect arroyo willows outside of the proposed impact area and would require a compensatory mitigation program for impacted arroyo willow and riparian habitat. In addition, the Arroyo Grande Creek stream channel is considered a sensitive habitat because it is federally designated as steelhead critical habitat (SWCA 2021e). Mitigation Measure BIO-9 has been included to reduce impacts to Arroyo Grande Creek during proposed construction activities. Therefore, impacts would be *less than significant with mitigation*.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

A total of 0.37 acre of federal and 1.89 acres of state jurisdictional features was identified within the project area, which includes the riparian corridor of Arroyo Grande Creek (SWCA 2021e, 2021h). The project includes replacing the existing Traffic Way bridge to reduce risk caused by scour. Construction of the new foundation would require work within and adjacent to Arroyo Grande Creek, which flows under the Traffic Way bridge. The project is estimated to result in 0.4 acre of permanent impacts and 1.26 acres of temporary impacts to Arroyo Grande Creek, as shown in Table 7.

Table 7. Estimate of Impacts to Jurisdictional Areas

Jurisdiction	Impacts	
	Permanent	Temporary
Federal – Clean Water Act (Sections 404/401 applicable)*	0.03	0.19
State – California Fish and Game Code (Sections 1600–1602), Porter Cologne Act	0.37	0.89
Total	0.40	1.26

* Delineated by OHWM.

Source: SWCA 2021e.

In addition to direct impacts, proposed construction activities have the potential to result in increased erosion and siltation that may result in runoff from the project site and indirectly impact wetland areas. Mitigation Measure BIO-9 would avoid or minimize potential impacts related to work within and adjacent to Arroyo Grande Creek. Therefore, implementation of Mitigation Measure BIO-9 would reduce potential impacts related to work within Arroyo Grande Creek, and impacts would be *less than significant with mitigation*.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Based on a query of the California Essential Habitat Connectivity Project for Essential Habitat Connectivity, the project area is not located within an Essential Connectivity Area (SWCA 2021e). However, it is reasonable to assume that the portion of the Arroyo Grande Creek riparian corridor within the project area may be used by wildlife as a movement corridor (SWCA 2021e). As previously discussed in threshold IV(a), the project area is located within designated critical habitat for steelhead and there is suitable habitat for this species within Arroyo Grande Creek. Although steelhead were not identified within Arroyo Grande Creek during field surveys, based on the presence of designated critical habitat for steelhead, there is potential for work within and adjacent to Arroyo Grande Creek to adversely affect steelhead if present within the project area during proposed construction activities. Mitigation Measure BIO-4 has been included to avoid or minimize potential impacts to steelhead. In addition, work within and adjacent to Arroyo Grande Creek has the potential to result in indirect impacts, including increased erosion, sedimentation, and pollution that may affect water quality and disturb migratory fish species. Mitigation Measure BIO-9 has been included to reduce potential impacts to Arroyo Grande Creek during proposed construction activities that could result in indirect impacts to migratory fish species.

There is potential for nesting migratory birds to migrate into and nest within riparian trees and other vegetation within the project area during proposed construction activities. There is potential for proposed vegetation removal and construction noise to adversely affect nesting migratory birds if present within the project area. Mitigation Measure BIO-6 has been included to reduce potential impacts to nesting migratory birds. Therefore, impacts would be *less than significant with mitigation*.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

City Municipal Code Section 12.16.070 requires projects that propose to remove street trees within the public ROW fronting the property, landmark trees, and any oak trees with a trunk width over 12 inches in diameter when measured 4.5 feet from the base to obtain a tree removal permit prior to removal of any trees. The project proposes to remove arroyo willows and other riparian vegetation and would not remove any trees covered by the City Municipal Code. The project includes revegetation of impacted areas; however, approximately 0.26 acre of arroyo willow thicket would be permanently removed. Mitigation Measure BIO-8 has been included to protect arroyo willows outside of the proposed impact area and would require a compensatory mitigation program for impacted arroyo willow and riparian habitat. Therefore, impacts would be *less than significant with mitigation*.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

A Habitat Conservation Plan (HCP) was prepared for Arroyo Grande Creek in 2004 to address protection of habitat for steelhead and CRLF. The HCP extends approximately 10 miles, and its boundaries include Arroyo Grande Creek downstream from Lopez Dam to the flood control channel at Fair Oaks Boulevard. The project would require work within Arroyo Grande Creek and has the potential to adversely affect CRLF and/or steelhead if present within the project area during proposed construction activities. As previously discussed in threshold IV(a), Mitigation Measures BIO-3 and BIO-4 have been included to reduce potential impacts to CRLF and/or steelhead if present within the project area during proposed construction activities. Therefore, impacts would be *less than significant with mitigation*.

Conclusion

Mitigation Measures BIO-1 through BIO-9 have been included to reduce potential impacts related to biological resources. Therefore, with implementation of the identified mitigation, impacts would be less than significant.

Mitigation Measures

MM BIO-1 Preconstruction Botanical Surveys. Prior to construction, a preconstruction survey shall be conducted to ensure special-status plant species are not present within the project area. If Gambel's watercress or marsh sandwort are found within the project area, all work will be stopped immediately, the U.S. Fish and Wildlife Service will be notified, and work will not commence until consultation is completed. If other special-status plant species are present, the location and number of individuals will be recorded and suitable measures will be incorporated into the project plans, such as seed collection and replanting of special-status species, to avoid and/or minimize potential impacts to these species. Observations of these or other special-status species shall be documented on California Natural Diversity Database forms and submitted to the California Department of Fish and Wildlife upon project completion.

MM BIO-2 Invasive Species Control. The following measures shall be implemented to reduce potential impacts related to the spread of invasive species:

1. During construction, the project contractor will make all reasonable efforts to limit the use of imported soils for fill. Soils currently existing on-site should be used for fill material. If the use of imported fill material is necessary, the imported material must be obtained from a source that is known to be free of invasive plant species, or the material must consist of purchased clean material such as crushed aggregate, sorted rock, or similar. To avoid the spread of invasive species, the contractor shall:
 - a. Stockpile topsoil and redeposit the stockpiled soil on-site at a sufficient depth to preclude germination or spread of those species after construction is complete; or,
 - b. Transport the topsoil to a permitted landfill for disposal.
2. Prior to construction, project plans will clearly identify the type of species, location, and methodology of removal and disposal of invasive exotic species found within the project site. Removal and disposal of invasive exotic plants and wildlife must be in accordance with state law and/or project authorizations from resource agencies (e.g., U.S. Fish and Wildlife Service Programmatic Biological Opinion). In particular, for those invasive exotic plant species that are particularly difficult to remove (e.g., jubata grass [*Cortaderia jubata*]), a combination of cutting and application of herbicide would likely be required, and thus require a request for an amendment to the standard conditions of the U.S. Fish and Wildlife Service Programmatic Biological Opinion. In addition, removal of crayfish or bullfrog (*Lithobates catesbeiana*) must be conducted lawfully using methodologies outlined in the California Fish and Game Code.
3. During construction, the biological monitor(s) will ensure that the spread or introduction of invasive exotic plant and wildlife species is avoided to the maximum extent possible.

4. All erosion control materials including straw bales, straw wattles, or mulch used on-site must be free of invasive species seed.

MM BIO-3 California Red-Legged Frog. The following measures shall be implemented to reduce potential impacts to California red-legged frog:

1. Only U.S. Fish and Wildlife Service-approved biologists will participate in activities associated with the capture and handling of California red-legged frogs. Biologists authorized under the Programmatic Biological Opinion do not need to re-submit their qualifications for subsequent projects conducted pursuant to the Programmatic Biological Opinion, unless the U.S. Fish and Wildlife Service has revoked their approval at any time during the life of the Programmatic Biological Opinion.
2. Ground disturbance will not begin until written approval is received from the U.S. Fish and Wildlife Service that the biologist(s) is qualified to conduct the work. The California Department of Transportation will request approval of the biologist(s) from the U.S. Fish and Wildlife Service.
3. A U.S. Fish and Wildlife Service-approved biologist will survey the project area no more than 48 hours before the onset of work activities. If any life stage of the California red-legged frog is found and these individuals are likely to be killed or injured by work activities, the approved biologist will be allowed sufficient time to move them from the site before work activities begin. The U.S. Fish and Wildlife Service-approved biologist will relocate the California red-legged frogs the shortest distance possible to a location that contains suitable habitat and will not be affected by the activities associated with the project. The relocation site should be in the same drainage to the extent practicable. The California Department of Transportation will coordinate with the U.S. Fish and Wildlife Service on the relocation site prior to the capture of any California red-legged frogs.
4. Before any activities begin on a project, a U.S. Fish and Wildlife Service-approved biologist will conduct a training session for all construction personnel. At a minimum, the training will include a description of the California red-legged frog and its habitat, the specific measures that are being implemented to conserve the California red-legged frog for the current project, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.
5. A U.S. Fish and Wildlife Service-approved biologist will be present at the work site until California red-legged frogs have been relocated out of harm's way, workers have been instructed, and disturbance of the habitat has been completed. After this time, the City of Arroyo Grande Public Works Department will designate a person to monitor on-site compliance with minimization measures. The U.S. Fish and Wildlife Service-approved biologist will ensure that this monitor receives the training outlined in (4) above and in the identification of California red-legged frogs. If the monitor or the U.S. Fish and Wildlife Service-approved biologist recommends that work be stopped because California red-legged frogs would be affected in a manner not anticipated by the California Department of Transportation, City of Arroyo Grande Public Works Department, and the U.S. Fish and Wildlife Service during the review of the proposed action, they will notify the resident engineer (the engineer that is directly overseeing and

in command of construction activities) immediately. The resident engineer will either resolve the situation by eliminating the adverse effect immediately or require that actions that are causing these effects be halted. If work is stopped, the California Department of Transportation, City of Arroyo Grande Public Works Department, and U.S. Fish and Wildlife Service will be notified as soon as is reasonably possible.

6. During project activities, trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following construction, trash and construction debris will be removed from work areas.
7. All refueling, maintenance, and staging of equipment and vehicles will occur at least 60 feet from riparian habitat or waterbodies and in a location from where a spill would not drain directly toward aquatic habitat (e.g., on a slope that drains away from the water). The monitor will ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the California Department of Transportation and City of Arroyo Grande Public Works Department will ensure that a plan is in place for prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
8. Habitat contours will be returned to their original configuration at the end of project activities. This measure will be implemented in all areas disturbed by activities associated with the project, unless the U.S. Fish and Wildlife Service, California Department of Transportation, and City of Arroyo Grande Public Works Department determine that it is not feasible or modification or original contours would benefit the California red-legged frog.
9. The number of access routes, size of staging areas, and the total area of activity will be limited to the minimum necessary to achieve the project. Environmentally Sensitive Areas will be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to California red-legged frog habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.
10. The California Department of Transportation and City of Arroyo Grande Public Works Department will attempt to schedule work for times of the year when impacts to the California red-legged frog would be minimal. For example, work that would affect large pools that may support breeding would be avoided, to the maximum degree practicable, during the breeding season (November–May). Isolated pools that are important to maintain California red-legged frogs through the driest portions of the year would be avoided, to the maximum degree practicable, during the late summer and early fall. Habitat assessments, surveys, and technical assistance between the U.S. Fish and Wildlife Service and California Department of Transportation during project planning will be used to assist in scheduling work activities to avoid sensitive habitats during key times of year.
11. To control sedimentation during and after project implementation, the California Department of Transportation and City of Arroyo Grande Public Works Department will implement Best Management Practices outlined in any authorizations or permits issued under the authorities of the Clean Water Act that it receives for the specific project. If Best Management Practices are ineffective,

the California Department of Transportation will attempt to remedy the situation immediately, in coordination with the U.S. Fish and Wildlife Service.

12. If a work site is to be temporarily dewatered by pumping, intakes will be completely screened with wire mesh not larger than 0.2 inch to prevent California red-legged frogs from entering the pump system. Water will be released downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, any diversions or barriers to flow will be removed in a manner that would allow flow to resume with the least disturbance to the substrate. Alteration of the streambed will be minimized to the maximum extent possible; any imported material will be removed from the streambed upon completion of the project.
13. Unless approved by the U.S. Fish and Wildlife Service, water will not be impounded in a manner that may attract California red-legged frogs.
14. A U.S. Fish and Wildlife Service-approved biologist will permanently remove any individuals of exotic species, such as bullfrogs, crayfish, and centrarchid fishes from the project area, to the maximum extent. The U.S. Fish and Wildlife Service-approved biologist will be responsible for ensuring their activities are in compliance with the California Fish and Game Code.
15. If the California Department of Transportation and the City of Arroyo Grande Public Works Department demonstrate that disturbed areas have been restored to conditions that allow them to function as habitat for the California red-legged frog, these areas will not be included in the amount of total habitat permanently disturbed.
16. To ensure that diseases are not conveyed between work sites by the U.S. Fish and Wildlife Service-approved biologist, the fieldwork code of practice developed by the Declining Amphibian Task Force will be followed at all times.
17. Project sites will be re-vegetated with an assemblage of native riparian, wetland, and upland vegetation suitable for the area. Locally collected plant materials will be used to the extent practicable. Invasive, exotic plants will be controlled to the maximum extent practicable. This measure will be implemented in all areas disturbed by activities with the project, unless the U.S. Fish and Wildlife Service, California Department of Transportation, and City of Arroyo Grande Public Works Department have determined that it is not feasible or practical.
18. The California Department of Transportation and City of Arroyo Grande Public Works Department will not use herbicides as the primary method to control invasive, exotic plants. However, if the California Department of Transportation and City of Arroyo Grande Public Works Department determine the use of herbicides is the only feasible method for controlling invasive plants at a specific project site, it will implement the following additional measures to protect California red-legged frog:
 - a. The California Department of Transportation and City of Arroyo Grande Public Works Department will not use herbicides during the breeding season for California red-legged frog.
 - b. The California Department of Transportation and City of Arroyo Grande Public Works Department will conduct surveys for California red-legged frog immediately prior to the start of herbicide use. If found, California red-legged frog will be relocated to suitable habitat far enough from the project area that no direct contact with herbicide would occur.

- c. Giant reed and other invasive plants will be cut and hauled out by hand and painted with glyphosate-based products, such as Aquamaster® or Rodeo®.
- d. Licensed and experienced California Department of Transportation staff or a licensed and experienced contractor will use a hand-held sprayer for foliar application of Aquamaster® or Rodeo® where large monoculture stands occur at an individual project site.
- e. All precautions will be taken to ensure that no herbicide is applied to native vegetation.
- f. Foliar applications of herbicide will not occur when wind speeds are in excess of 3 miles per hour.
- g. No herbicides will be applied within 24 hours of forecasted rain.
- h. Application of herbicides will be done by qualified California Department of Transportation staff, City of Arroyo Grande staff, or contractors to ensure that overspray is minimized, application is made in accordance with the label recommendations, and required and reasonable safety measures are implemented. A safe dye will be added to the mixture to visually denote treated sites. Application of herbicides will be consistent with the U.S. Environmental Protection Agency's Office of Pesticide Programs Endangered Species Protection Program county bulletins.
- i. All herbicides, fuels, lubricants, and equipment will be stored, poured, or refilled at least 60 feet from riparian habitat or water bodies in a location where a spill would not drain directly toward aquatic habitat. The California Department of Transportation and City of Arroyo Grande Public Works Department will ensure that a plan is in place for a prompt and effective response to accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.

MM BIO-4 South-Central California Coast Steelhead. The following measures shall be implemented to reduce potential impacts to South-Central California Coast steelhead:

- 1. Avoid or reduce the area of permanent structures, such as rock slope protection, within the ordinary high-water mark on-site. Selection of the single-span bridge design reduces the need for additional support structures located within the ordinary high-water mark (structures will still be present on the stream banks). Removal of the existing piles within the ordinary high-water mark would result in improvements to steelhead habitat in the vicinity of the bridge.
- 2. Prior to initiation of stream diversion/dewatering, a qualified biologist shall conduct a worker environmental training program, including a description of steelhead, steelhead critical habitat, its legal/protected status, proximity to the project site, avoidance/minimization measures to be implemented during the project, and the implications of violating Federal Endangered Species Act and permit conditions.
- 3. In-stream work will take place between June 1 and October 15 in any given year, when the surface water within Arroyo Grande Creek is likely to be at seasonal minimum. Deviations from this work window will only be made with permission from the relevant regulatory agencies. During in-stream work, a qualified biologist who is approved by the National Oceanic and Atmospheric

Administration National Marine Fisheries Service and has experience in steelhead biology and ecology, aquatic habitats, biological monitoring (including diversion/dewatering), and capturing, handling, and relocating fish species will be retained. During in-stream work, the biological monitor(s) will continuously monitor placement and removal of any required stream diversions and will capture stranded steelhead and other native fish species and relocate them to suitable habitat, as appropriate. The approved biologist(s) will capture steelhead stranded as a result of diversion/dewatering and relocate steelhead to the nearest suitable in-stream habitat. The approved biologist(s) will note the number of steelhead observed in the affected area, the number of steelhead relocated, and the date and time of the collection and relocation.

4. During in-stream work, if pumps are incorporated to assist in temporarily dewatering the site, intakes will be completely screened with no larger than 0.2-inch (5-millimeter) wire mesh to prevent steelhead and other sensitive aquatic species from entering the pump system. Pumps will release the diverted water so that suspended sediment will not re-enter the stream. The form and function of pumps used during the dewatering activities will be checked daily, at a minimum, by a qualified biological monitor to ensure a dry work environment and minimize adverse effects to aquatic species and habitats.

MM BIO-5 Western Pond Turtle. Prior to construction, a biologist determined qualified by the California Department of Transportation shall survey the Biological Study Area and capture and relocate any western pond turtles, if present, to suitable habitat upstream of the Biological Study Area. Observations of these or other special-status species shall be documented on California Natural Diversity Database forms and submitted to the California Department of Fish and Wildlife upon project completion. If western pond turtle or other special concern aquatic species are observed during construction, they will likewise be relocated to suitable upstream habitat by the qualified biologist.

MM BIO-6 Nesting Migratory Birds. The following measures shall be included at appropriate times to reduce potential impacts to nesting migratory birds:

1. Prior to construction, when feasible, tree removal will be scheduled to occur from September 16 through February 14, outside of the typical nesting bird season, to avoid potential impacts to nesting birds.
2. If construction activities are proposed during the typical nesting season (February 15 to September 15), a nesting bird survey will be conducted by qualified biologists no more than two weeks prior to the start of construction to determine presence/absence of nesting birds within the project area and immediate vicinity. The California Department of Transportation will be notified if federally listed nesting bird species are observed during the surveys and will facilitate coordination with the U.S. Fish and Wildlife Service, if necessary, to determine an appropriate avoidance strategy. Likewise, coordination with California Department of Fish and Wildlife will be facilitated by the City of Arroyo Grande Public Works Department if necessary to devise a suitable avoidance plan for state-listed nesting bird species. If raptor nests are observed within the project area during the preconstruction nesting bird surveys, the nest(s) shall be designated an Environmental Sensitive Area and protected by a minimum 500-foot avoidance buffer until the breeding season ends or until a qualified biologist determines that all young have fledged and are no longer reliant upon the nest or parental care for survival. Similarly, if active passerine nests are

observed within the project area during the preconstruction nesting bird surveys, the nest(s) shall be designated an Environmentally Sensitive Area and protected by a minimum 250-foot avoidance buffer until the breeding season ends or until a qualified biologist determines that all young have fledged and are no longer reliant upon the nest or parental care for survival. Resource agencies may consider proposed variances from these buffers if there is a compelling biological or ecological reason to do so, such as protection of a nest via concealment due to site topography.

MM BIO-7 Roosting Bats. The following measures shall be included at appropriate times to reduce potential impacts to roosting bats:

1. Prior to construction, a visual survey will be conducted by a qualified biologist, at dawn and at dusk, to identify potential roosting bat activity. This survey shall be conducted between 2 and 4 weeks prior to bridge and/or tree removal activities. If roosting bat activity is identified during the preconstruction survey process, the City of Arroyo Grande will coordinate with the California Department of Fish and Wildlife regarding the biological significance of the bat population and appropriate measures that could be used to exclude bats from roosting under the bridge. Measures may include, but are not limited to, the installation of exclusionary devices by a qualified individual.
2. If it is determined that a substantial impact to individual bat species or a maternity roost will occur, then the City of Arroyo Grande will compensate for the impact through the development and implementation of a mitigation plan in coordination with California Department of Fish and Wildlife.

MM BIO-8 Arroyo Willow. The following measures shall be included at appropriate times to reduce potential impacts to Arroyo Grande Creek:

1. Prior to initiation of any construction activities, including vegetation clearing or grubbing, sturdy high-visibility fencing will be installed to protect the arroyo willow thickets adjacent to the designated work areas. This fencing will be placed so that unnecessary adverse impacts to the adjacent habitats are avoided. No construction work (including storage of materials) will occur outside of the specified project limits. The fencing will remain in place during the entire construction period, be monitored periodically by a qualified biologist, and be maintained as needed by the contractor.
2. Prior to construction, the City of Arroyo Grande Public Works Department will prepare a comprehensive Habitat Mitigation and Monitoring Plan that provides for a 1:1 restoration ratio for temporary impacts and a 3:1 enhancement ratio for permanent impacts, unless otherwise directed by regulatory agencies. To the extent feasible, mitigation activities will be implemented within the project area and/or the Arroyo Grande Creek riparian corridor and areas in and adjacent to the project area that support invasive plant species, contain agricultural trash, and have erosion. These areas provide the most optimal mitigation opportunities on-site. Areas within the disturbance area where landscape trees and shrubs would be removed may also provide opportunities for planting native trees and riparian species. Any revegetation will be conducted using only native plant species. The final Habitat Mitigation and Monitoring Plan will identify the specific mitigation sites and it will be implemented immediately following project completion.

MM BIO-9 **Arroyo Grande Creek.** The following measures shall be included at appropriate times to reduce potential impacts to Arroyo Grande Creek:

1. Prior to construction, the City of Arroyo Grande Public Works Department will obtain a Section 404 Permit from the United States Army Corps of Engineers, a Section 401 Water Quality Certification from the Regional Water Quality Control Board, and a Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife for project-related impacts that will occur in areas under state and federal jurisdiction.
2. Prior to construction, the City of Arroyo Grande Public Works Department will retain a qualified biological monitor(s) to monitor construction and ensure compliance with the avoidance and minimization efforts outlined within all the project environmental documents. At a minimum, monitoring will occur during initial ground disturbance activities and vegetation removal within the Arroyo Grande Creek corridor. Monitoring may be reduced to part time once initial disturbance and vegetation removal activities are complete. The duration of monitoring should be at least once per week throughout the remaining construction phases, unless specified otherwise by permitting agencies.
3. Prior to construction, all personnel will participate in an environmental awareness training program conducted by a qualified biologist. The program shall include a description of the sensitive aquatic resources and federally designated critical habitat within the project area and the boundaries within which the project may be accomplished. If appropriate, the biologist may train and designate a representative of the City of Atascadero or other designee to provide training to subcontractors or personnel who will be on-site for short durations during the project.
4. Construction activities within jurisdictional areas will be conducted during the dry season when stream flows will be at annual lows (June 1–October 15) in any given year, or as otherwise directed by the regulatory agencies. Deviations from this work window can be made with permission from the relevant regulatory agencies.
5. Prior to initiation of any construction activities, including vegetation clearing or grubbing, sturdy high-visibility fencing will be installed to protect the jurisdictional areas adjacent to the designated work areas. This fencing will be placed so that unnecessary adverse impacts to the adjacent habitats are avoided. No construction work (including storage of materials) will occur outside of the specified project limits. The fencing will remain in place during the entire construction period, be monitored periodically by a qualified biologist, and be maintained as needed by the contractor.
6. Prior to construction, the contractor will prepare a Hazardous Materials Response Plan to allow for a prompt and effective response to any accidental spills. Workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.
7. Prior to construction, a Storm Water Pollution Prevention Plan will be prepared for the project. Provisions of this plan will be implemented during and after construction as necessary to avoid and minimize erosion and stormwater pollution in and near the work area.
8. During construction, erosion control measures (e.g., silt fencing, fiber rolls, and barriers) will remain available on-site and will be utilized as necessary to prevent

erosion and sedimentation in jurisdictional areas. No synthetic plastic mesh products will be used for erosion control and use of these materials on-site is prohibited. Erosion control measures and other suitable Best Management Practices used will be checked to ensure that they are intact and functioning effectively and maintained daily throughout the duration of construction. The contractor will also apply adequate dust control techniques, such as site watering, during construction to protect water quality.

9. During construction, water quality monitoring of turbidity will be required while water is flowing.
10. During construction, the cleaning and refueling of equipment and vehicles will occur only within a designated staging area and at least 60 feet (20 meters) from the creek banks. At a minimum, equipment and vehicles will be checked and maintained daily to ensure proper operation and avoid potential leaks or spills.
11. During construction, trash will be contained, removed from the work site, and disposed of regularly. Following construction, trash and construction debris will be removed from the work areas. Vegetation removed from the construction site will be taken to a certified landfill to prevent the spread of invasive species. If soil from weedy areas (such as areas with poison hemlock or other invasive exotic plant species) must be removed off-site, the top 6 inches (152 millimeters) containing the seed layer in areas with weedy species will be disposed of at a permitted landfill.
12. During construction, no pets will be allowed on the construction site.

V. Cultural Resources

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

The project is located within lands traditionally occupied by the Obispeño Chumash. The term Chumash initially applied only to the people living on Santa Cruz Island (SWCA 2021a). Chumash now refers to the entire linguistic and ethnic group of societies that occupied the coast between San Luis Obispo and northwestern Los Angeles County, including the Santa Barbara Channel Islands, and inland to the southern edge of the San Joaquin Valley. Neighboring groups included the Salinan, Southern Valley Yokuts, and Tataviam to the north and the Gabrielino (Tongva) to the east. Chumash place names in the project vicinity include Pismu (Pismo Beach), Tematatimi (along Los Berros Creek), and Tilhini (near San Luis Obispo) (SWCA 2021a).

Most Chumash managed to maintain a presence in the area into the early twentieth century as cowboys, farmhands, and town laborers. The Catholic Church provided some land near Mission Santa Inés for ex-neophytes. This land eventually was deeded to the U.S. government in 1901 as the 127-acre Santa Ynez Reservation. Since the 1970s, Chumash descendants living in the city of Santa Barbara and the rural areas of San Luis Obispo, Santa Barbara, and Ventura Counties have formed social and political organizations to aid in cultural revitalization, to protect sacred areas and archaeological sites, and to petition for federal recognition. Today, the Santa Ynez Band of Chumash Indians is the only federally recognized Chumash tribe (SWCA 2021a).

San Luis Obispo County possesses a rich and diverse cultural heritage and has an abundance of historic and prehistoric cultural resources dating as far back as 9,000 B.C. The City protects and manages cultural resources in accordance with the provisions detailed by CEQA and local ordinances. PRC Section 5024.1 requires that any properties that can be expected to be directly or indirectly affected by a proposed project be evaluated for California Register of Historical Resources (CRHR) eligibility. The purpose of the CRHR is to maintain listings of the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from material impairment and substantial adverse change.

As defined by CEQA, a historical resource includes:

1. A resource listed in or determined to be eligible for listing in the CRHR.
2. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant. The architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural records of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence.

Resources are evaluated for eligibility for the CRHR under the following four criteria:

- **Criterion 1.** The resource is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- **Criterion 2.** The resource is associated with the lives of persons important in our past;
- **Criterion 3.** The resource embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; and
- **Criterion 4.** The resource has yielded, or may be likely to yield, information important in prehistory or history.

The following evaluation is based on *Archaeological Survey Report for the Traffic Way over Arroyo Grande Creek Bridge Replacement Project, Arroyo Grande, San Luis Obispo County, California* (ASR; SWCA 2021a) and *Historical Resources Evaluation Report for the Traffic Way over Arroyo Grande Creek Bridge Replacement Project, Federal Project No. BRLS-5199(030), Arroyo Grande, San Luis Obispo County, California* (HRER; SWCA 2021b).

The ASR includes a records and literature search and a field survey of the project area. Based on the records and literature search, 29 previous cultural resource studies had been conducted within the project site and within a 0.25-mile radius of the project site. Of the 29 previous cultural resource studies in the area, five overlap with the project area and are identified in Table 8.

Table 8. Previously Conducted Cultural Resource Studies within the Project Area

CCIC Report Number	Title of Study	Proximity to Project Area
SL-03479	<i>Cultural Resources Inventory of the Village Center, Wesley and Branch Streets APN: 07-191-01, 37, 38 Arroyo Grande, CA</i>	Within
SL-03747	<i>Cultural Resources Survey and Impact Assessment for a Property at 136 Bridge Street in the city of Arroyo Grande, San Luis Obispo County, California</i>	Within
SL-06194	<i>Historic Resources Evaluation Report: State Route 227 Relinquishment Arroyo Grande, San Luis Obispo, California</i>	Within
SL-06195	<i>Archaeological Survey Report: Highway 227 Relinquishment to the city of Arroyo Grande, San Luis Obispo County, California</i>	Within
SL-06356	<i>Historical Resources Compliance Report, State Route 227 Relinquishment, Arroyo Grande</i>	Within

Source: SWCA 2021a.

Based on the records and literature search, none of the 29 cultural resource studies, including the five studies within the project area, resulted in the identification of archaeological resources (SWCA 2021a). In addition, the field survey conducted for the project did not identify any unknown cultural resource sites (SWCA 2021a).

Research for the HRER includes a query of online archival resources, including recorded maps from the County of San Luis Obispo (County) Surveyor, biographical information and local news articles available through Ancestry.com, Newspapers.com, GenealogyBank.com, and the California Digital Newspaper Collection. In addition, the local Caltrans District 5 office provided information from the Bridge Inspection Records Information System (BIRIS) and as-builts from 1931 of both the Traffic Way bridge and the new alignment of Traffic Way through the western edge of Arroyo Grande. In January 2021, SWCA emailed letters to two local historical societies, requesting information about additional resources (SWCA 2021b). In addition, a site visit to the project area was conducted in November 2020 to take photographs and notes of the built environment resources within and adjacent to the project area (SWCA 2021b). Based on research and field methods, the HRER concludes that Traffic Way bridge is not eligible for listing in the CRHR (SWCA 2021b).

Environmental Evaluation

a) *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?*

Based on the HRER prepared for the project, the Traffic Way bridge is not eligible for listing in the CRHR (SWCA 2021b). Therefore, decommissioning the existing bridge and constructing the replacement bridge within the same alignment would not result in adverse effects to a historical resource. In addition, the project does not include demolition or removal of any buildings or other structures surrounding the Traffic Way bridge. As discussed in Section XIII, *Noise*, vibration from construction activities would not result in damage to historic buildings within the Village Core. Therefore, the project would not result in substantial adverse change in a historical resource, and impacts would be *less than significant*.

b) *Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?*

The project site is located within and adjacent to Arroyo Grande Creek. Based on the ASR prepared for the project, there are no previously recorded archaeological resource sites within the project area (SWCA 2021a). Based on the negative field survey, there is low potential for known or unknown cultural resources to occur within the project area. Therefore, proposed ground disturbance activities are not

anticipated to adversely affect any known or unknown cultural resource sites within the project area. Mitigation Measure CR-1 has been included in the unlikely event that previously unidentified cultural resources are uncovered during proposed ground-disturbing activities. Therefore, the project would not result in adverse impacts to known or unknown cultural resources and impacts would be *less than significant with mitigation*.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

There are no known human remains or cemeteries located within or in the immediate vicinity of the project site and the potential for inadvertent discovery of human remains during construction is considered to be low. The project would be required to comply with the State of California Health and Safety Code Section 7050.5, which outlines the protocol for unanticipated discovery of human remains. This code section states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. The County Coroner must be notified of the find immediately. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Therefore, impacts would be *less than significant*.

Conclusion

The project would not result in substantial adverse change to historical resources and is not anticipated to disturb any human remains. The project would be required to comply with Health and Safety Code Section 7050.5, which outlines the protocol for unanticipated discovery of human remains. Mitigation Measure CR-1 has been included to avoid potential impacts associated with the inadvertent discovery of unknown cultural resources during construction activities. Therefore, with implementation of the identified mitigation measure, impacts would be less than significant.

Mitigation Measures

MM CR-1 In the event that cultural resources are encountered during project activities, all ground-disturbing activities within a 25-foot radius of the find shall cease and the City of Arroyo Grande shall be notified immediately. Work shall not continue until a qualified archaeologist assesses the find and determines the need for further study. If the find includes Native American-affiliated materials, a local Native American tribal representative will be contacted to work in conjunction with the approved archaeologist to determine the need for further study. A standard inadvertent discovery clause shall be included in every grading and construction contract to inform contractors of this requirement.

VI. Energy

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

PG&E has historically been the primary electricity provider for the City. On August 13, 2019, the City Council adopted a resolution joining Monterey Bay Community Power (MBCP) under a joint powers agreement (JPA) implementing the community choice aggregation program authorized by Ordinance No. 700. Through that resolution, the City Council committed to joining Central Coast Community Energy (3CE; formerly MBCP) and, beginning in January 2020, 3CE became the City's primary electricity provider. 3CE is striving to provide 100% carbon-free energy mix to the City by 2030.

The City's ACOSE establishes objectives and policies to achieve energy conservation. These goals include development standards and design guidelines that consider refinement to minimize unnecessary energy use. The *City of Arroyo Grande Climate Action Plan* (City of Arroyo Grande 2013) identifies transportation as the largest contributor of greenhouse gas (GHG) emissions at 44%. The City's Climate Action Plan includes climate action measures intended to conserve energy, reduce VMT, divert solid waste from landfills, reduce water consumption, and plant trees to reduce GHG emissions.

Environmental Evaluation

a) *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*

During construction, fossil fuels, electricity, and natural gas would be used by construction vehicles and equipment. The energy consumed during construction would be temporary in nature and would be typical of other similar construction activities in the county. Federal and state regulations in place require the use of fuel-efficient equipment and vehicles and require wasteful activities, such as diesel idling, to be limited. Construction contractors, in an effort to ensure cost efficiency, would not be expected to engage in wasteful or unnecessary energy and fuel practices. In addition, Mitigation Measure AQ-1 includes limitations on diesel idling during the construction phase of the project. Energy consumption during construction would not conflict with a state or local plan for renewable energy and would not be wasteful, unnecessary, or inefficient, and, therefore, would be *less than significant with mitigation*.

Following construction, the project would operate as a bridge and would not require significant use of energy resources, such as electricity and natural gas. There are 12 existing light posts that provide nighttime illumination of the bridge. The new bridge would include nighttime lighting at a similar scale and intensity as existing lighting conditions and would not lead to a significant change in operational energy use compared to existing conditions. Infrequent maintenance trips may be needed for the bridge; however, operation of the bridge would not facilitate new vehicle trips that may result in an overall

increase in ADT to and from the site. Therefore, the project would not cause a substantial increase in operational energy use and operational impacts would be *less than significant*.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

As previously described, operation of the project would result in operation of a bridge and would not require significant use of energy resources, such as electricity and natural gas. There are 12 existing light posts that provide nighttime illumination of the bridge. The new bridge would include nighttime lighting at a similar scale and intensity as existing lighting conditions and would not result in higher operational energy use. Operation of the project may also include infrequent maintenance and repair trips on an as-needed basis; however, the overall increase in vehicle trips to and from the project site as a result of the project would be negligible. Operational energy use would be limited in nature and would not result in a substantial increase in energy use compared to existing conditions, which is consistent with applicable energy efficiency plans, including the *County of San Luis Obispo EnergyWise Plan* (County of San Luis Obispo 2011). Therefore, impacts would be *less than significant*.

Conclusion

The proposed project would be required to comply with state and local energy efficiency standards during construction. Additionally, operation of the project would require a negligible amount of energy and would be consistent with the goals and policies set forth in the SLOAPCD's Clean Air Plan related to renewable energy or energy efficiency. Therefore, impacts would be less than significant.

Mitigation Measures

Implement Mitigation Measure AQ-1.

VII. Geology and Soils

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setting

The city of Arroyo Grande is located within the Coast Ranges geomorphic province, which is characterized by its many elongated mountain ranges and valleys extending 600 miles along the coast of California from the Oregon border south to the Santa Ynez River in Santa Barbara County. The city is situated along the interface of the coastal range and the gently sloping coastal terrace, which extends to the shoreline. The city encompasses an urban landscape in the southern portion of San Luis Obispo County at an elevation of approximately 50 to 400 feet above msl.

The Alquist-Priolo Earthquake Fault Zoning Act (Alquist-Priolo Act) is a California state law that was developed to regulate development near active faults and mitigate the surface fault rupture potential and other hazards. The Alquist-Priolo Act identifies active earthquake fault zones and restricts the construction of habitable structures over known active or potentially active faults. The *County of San Luis Obispo General Plan Safety Element* identifies three active faults that traverse through the county and are currently zoned under the Alquist-Priolo Act: the San Andreas, the Hosgri-San Simeon, and the Los Osos (County of San Luis Obispo 1999). The city of Arroyo Grande is not underlain by the San Andreas, the Hosgri-San Simeon, or the Los Osos Faults.

There are a number of active or potentially active fault systems throughout San Luis Obispo County and, given the past history of earthquakes in the area, experts agree that the probability of a damaging earthquake occurring is high. Mapped faults within the city of Arroyo Grande include the potentially active Wilmar Avenue Fault and the inactive Pismo Fault. The Wilmar Avenue Fault is exposed in the sea cliff near Pismo Beach and the buried trace of the fault is inferred to strike northwest-southeast parallel and adjacent to US 101 beneath portions of Arroyo Grande. The potentially active fault presents a moderate potential fault rupture hazard to the City. The inactive Pismo Fault presents a very low potential fault rupture hazard. Further studies to evaluate the activity of the faults are warranted, prior to placing structures near the mapped fault traces (Mathe 2015). Based on the DOC Fault Activity Map of California, the project area is underlain by the Wilmar Avenue fault line (CDOC 2015).

The estimated peak ground acceleration (g) for the bridge site is approximately 0.8g. The site response for periods less than about 0.35 second is controlled by a magnitude (M) 7.0 earthquake on the Los Osos Fault, mapped approximately 3 miles east of the site. The site response for periods greater than about 0.35 seconds is controlled by a M7.2 earthquake on the Wilmar Avenue Fault. A near-fault factor was applied to the acceleration response spectral (ARS) curve (a formula to determine seismic loadings) because the

site is located less than 15 miles from a potentially controlling fault. The estimated average shear wave velocity for the site is approximately 450 meters per second, characteristic of a Type C very dense soil or soft rock site.

Liquefaction potential increases with earthquake magnitude and ground shaking duration. Low-lying areas adjacent to creeks, rivers, beaches, and estuaries underlain by unconsolidated alluvial soil are most likely to be vulnerable to liquefaction. The portions of the city with high liquefaction potential are those areas underlain by younger alluvium (Qa), which includes most of the low-lying downtown areas south of Branch Street and along Grand Avenue (City of Arroyo Grande 2001a).

Landslides and slope instability can occur as a result of wet weather, weak soils, improper grading, improper drainage, steep slopes, adverse geologic structure, earthquakes, or a combination of these factors. Despite current codes and policies that discourage development in areas of known landslide activity or high risk of landslide, there is a considerable amount of development that is impacted by landslide activity in the county each year. A majority of the existing development in Arroyo Grande is located on gently inclined alluvial valley sediments, which has low to very low potential for slope stability hazards. However, the residences located on the hilly terrain north of Branch Street have greater potential for landslide activity (City of Arroyo Grande 2001a).

Shrink/swell potential is the extent to which the soil shrinks as it dries out or swells when it gets wet. Extent of shrinking and swelling is influenced by the amount and kind of clay in the soil. Shrinking and swelling of soils can cause damage to building foundations, roads and other structures. A high shrink/swell potential indicates a hazard to maintenance of structures built in, on, or with material having this rating. Moderate and low ratings lessen the hazard accordingly.

The *City of Arroyo Grande General Plan Safety Element* includes objectives for reducing the potential for loss of life and property resulting from geologic and seismic hazards (City of Arroyo Grande 2001a).

Paleontological resources are fossilized remains of ancient environments, including fossilized bone, shell, and plant parts; impressions of plant, insect, or animal parts preserved in stone; and preserved tracks of insects and animals. Paleontological resources are considered nonrenewable resources under federal and state law. Paleontological sensitivity is defined as the potential for a geologic unit to produce scientifically significant fossils, as determined by rock type, past history of the rock unit in producing fossil materials, and fossil sites that have been recorded in the unit. Paleontological resources are generally found below ground surface in sedimentary rock units. The boundaries of the sedimentary rock unit are used to define the limits of paleontological sensitivity in a given region. According to the U.S. Geological Survey (USGS), Arroyo Grande is underlain by the Pismo Formation, which is primarily comprised of massive gray or white arkosic sandstone that is fine- to medium-grained, moderately well sorted, soft to hard, and friable. Based on marine megafossils from the area, the formation is from the late Pliocene era (USGS 2021a).

The City's ACOSE does not identify goals or policies related to the preservation of paleontological resources; however, the *County of San Luis Obispo General Plan Conservation and Open Space Element* (COSE) identifies a policy for the protection of paleontological resources from the effects of development by avoiding disturbance where feasible. Where substantial subsurface disturbance is proposed in paleontologically sensitive units, Implementation Strategy CR 4.5.1 (Paleontological Studies) requires a paleontological resource assessment and mitigation plan be prepared to identify the extent and potential significance of resources that may exist within the proposed development and provide mitigation measures to reduce potential impacts to paleontological resources.

Environmental Evaluation

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

a-i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

a-ii) Strong seismic ground shaking?

a-iii) Seismic-related ground failure, including liquefaction?

a-iv) Landslides?

The project is located in a seismically active region and there is always potential for seismic ground shaking to occur. The city of Arroyo Grande is not underlain by any Alquist-Priolo Faults that occur within the project region, including the San Andreas, the Hosgri-San Simeon, or the Los Osos Faults (Mathe 2015). However, the project is underlain by the Wilmar Avenue Fault, which increases the likelihood for the project to experience seismic ground shaking at some point during its lifetime (CDOC 2015). In addition, the project site is at moderate risk for liquefaction and at low risk for landslide (County of San Luis Obispo 2021). Topography at the project site is relatively flat, which further reduces the potential for landslides to occur.

The proposed bridge would be required to be designed in a manner that would avoid or minimize risk of loss, injury, or death as a result of seismic activity and related ground-failure. The project would be required to meet or exceed the most current AASHTO bridge requirements, which have been developed to establish design requirements to safeguard public health, safety, and general welfare through structural strength, stability, and other standards. The project would also be required to meet or exceed seismic design standards identified in Caltrans Seismic Design Criteria (SDC), Version 2.0 (Caltrans 2019). Roadway, pedestrian, and bicycle path elements would be required to comply with AASHTO's *A Policy on Geometric Design of Highways and Streets* ("The Green Book," AASHTO 2018) and relevant City standards. Through compliance with applicable structural and other design standards, the proposed bridge would be designed to withstand risk associated with potential seismic events. Therefore, impacts would be *less than significant*.

b) Result in substantial soil erosion or the loss of topsoil?

The project includes replacing the existing Traffic Way bridge to reduce risk caused by scour. Proposed construction activities have the potential to result in increased erosion at the project site. Mitigation Measure BIO-9 includes measures to reduce potential impacts related to work within Arroyo Grande Creek. Mitigation Measure BIO-9(4) would require work to be conducted during the dry season (June 1–October 15) to avoid increased runoff from the project site due to rain or flood flows. Mitigation Measure BIO-9(7) would require the project to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) with Best Management Practices (BMPs) to avoid or minimize erosive runoff during project construction. Mitigation Measure BIO-9(8) identifies BMPs to be implemented during construction activities to reduce erosive runoff from the site. Therefore, implementation of Mitigation Measure BIO-9 would reduce potential impacts related to increased erosion and sedimentation during construction of the project. The proposed bridge would be paved and would extend over Arroyo Grande Creek and associated soils; therefore, operational components of the project are not anticipated to increase long-term erosion on-site. Further, the project would be required to comply with City Municipal Code Section 13.24.120,

which requires the preparation and implementation of an Erosion and Sedimentation Control Plan to reduce short- and long-term impacts associated with erosion. Therefore, with implementation of the identified mitigation measures, construction and operation of the project would not result in substantial erosion or siltation on-site and impacts would be *less than significant with mitigation*.

- c) ***Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?***
- d) ***Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?***

As previously mentioned, the project site is at moderate risk for liquefaction and low risk for landslide (County of San Luis Obispo 2021). According to the USGS Areas of Land Subsidence in California Map, the project site is not located within an area of known subsidence (USGS 2021b). Typically, expansive soils have a high shrink/swell potential due to a high clay content within the soils. The project site is underlain by soils that contain some clay materials (U.S. Department of Agriculture [USDA] Natural Resources Conservation Service [NRCS] 2021). Therefore, there is potential for soils at the project site to experience some expansion.

As previously described, the project would be required to meet or exceed the most current AASHTO bridge requirements, which have been developed to establish design requirements to safeguard public health, safety, and general welfare through structural strength, stability, and other standards. The project would also be required to meet or exceed seismic design standards identified in Caltrans SDC, Version 2.0 (Caltrans 2019). In addition, roadway, pedestrian, and bicycle path elements would be required to comply with AASHTO's "The Green Book" (AASHTO 2018) and relevant City standards. Based on required compliance with applicable design standards, the structural components of the proposed bridge would be designed to safeguard public safety and avoid or minimize the potential for risk related to development on unstable or expansive soils. Therefore, impacts would be *less than significant*.

- e) ***Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?***

The project does not include the development of septic tanks or alternative wastewater disposal systems; therefore, *no impact* would occur.

- f) ***Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?***

Arroyo Grande is underlain by the Pismo Formation (USGS 2021b), which has a high potential fossil yield for marine fossils (California Public Utilities Commission [CPUC] 2005). Proposed construction activities would primarily be conducted within the footprint of the existing Traffic Way bridge, which reduces the likelihood for unknown paleontological resources to occur within the project area. However, the proposed bridge includes deeper foundations to safeguard against risk associated with scour; therefore, the project would require deeper excavation. Although unlikely based on previous development within and surrounding the project site, there is potential for proposed ground-disturbing activities within native soils to disturb paleontological resources if present within the project area. Mitigation Measure GEO-1 has been included to require paleontological monitoring during work within native soils. Therefore, the project would not result in adverse impacts to potential paleontological resources present within the project area and impacts would be *less than significant with mitigation*.

Conclusion

The proposed bridge would be required to be designed and constructed according to AASHTO and Caltrans standards and requirements, which would reduce the potential for risk of loss, injury, or death as a result of seismic or other geologic stresses. Mitigation Measure BIO-9 has been included to reduce impacts related to erosion from the project site. In addition, Mitigation Measure GEO-1 has been included to reduce potential impacts related to paleontological resources. Therefore, with implementation of the identified mitigation measures, impacts would be less than significant.

Mitigation Measures

Implement Mitigation Measure BIO-9.

MM GEO-1 All project-related ground disturbance that occurs in previously undisturbed native soils shall be monitored by a qualified paleontological monitor on a full-time basis. However, the frequency of monitoring may be reduced at the discretion of the qualified paleontologist if the disturbed geologic units are determined to have a low potential to yield significant fossil resources upon further examination of the geologic units during grading operations. In the event that a subsurface fossil is discovered within the project area during project activities, all work within the vicinity of the find shall cease until the qualified paleontological monitor can assess the significance of the find. Field data forms shall be used to record pertinent geologic data. Any recovered fossils shall be prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and repositied in a designated paleontological curation facility. The qualified paleontologist shall prepare a paleontological mitigation and monitoring report to be filed with the City of Arroyo Grande, as lead agency, and the repository.

VIII. Greenhouse Gas Emissions

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setting

GHGs are any gases that absorb infrared radiation in the atmosphere, and are different from the criteria pollutants discussed in Section III, *Air Quality*, above. The primary GHGs that are emitted into the atmosphere as a result of human activities are carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and fluorinated gases. These are most commonly emitted through the burning of fossil fuels (oil, natural gas, and coal), agricultural practices, decay of organic waste in landfills, and a variety of other chemical reactions and industrial processes (e.g., the manufacturing of cement).

CO₂ is the most abundant GHG and is estimated to represent approximately 80–90% of the principal GHGs that are currently affecting the earth’s climate. According to the CARB, transportation (vehicle exhaust) and electricity generation are the main sources of GHG in the state.

The passage of Assembly Bill (AB) 32, the California Global Warming Solutions Act (2006), recognized the need to reduce GHG emissions and set the GHG emissions reduction goal for the State of California into law. The law required that by 2020, state emissions must be reduced to 1990 levels. This is to be accomplished by reducing GHG emissions from significant sources through regulation, market mechanisms, and other actions. Subsequent legislation (i.e., Senate [SB] Bill 97, Greenhouse Gas Emissions bill) directed the CARB to develop statewide thresholds.

In October 2008, the CARB published the *Climate Change Scoping Plan*, which is the state’s plan to achieve GHG reductions in California required by AB 32. This initial Scoping Plan contained the main strategies to be implemented in order to achieve the target emission levels identified in AB 32. On November 16, 2022, the CARB approved the *2022 Scoping Plan for Achieving Carbon Neutrality*. The 2022 Scoping Plan continues the path to achieve the SB 32 2030 target and expands upon earlier plans by targeting an 85 percent reduction in GHG below 1990 levels by 2045.

San Luis Obispo County Regional Transportation Plan/Sustainable Communities Strategy

San Luis Obispo County’s 2019 *Regional Transportation Plan* (RTP) was adopted by the San Luis Obispo Council of Governments (SLOCOG) in June 2019. The purpose of the 2019 RTP is to encourage a fully integrated, intermodal, transportation system that facilitates the safe and efficient movement of people, goods, and information throughout the region. The 2019 RTP also includes the region’s Sustainable Communities Strategy (SCS). An SCS identifies a forecasted development pattern for the region, which is informed by the inventory of existing land use throughout the region, along with the identification of sites where future development can be located, while still reducing VMT and GHG emissions.

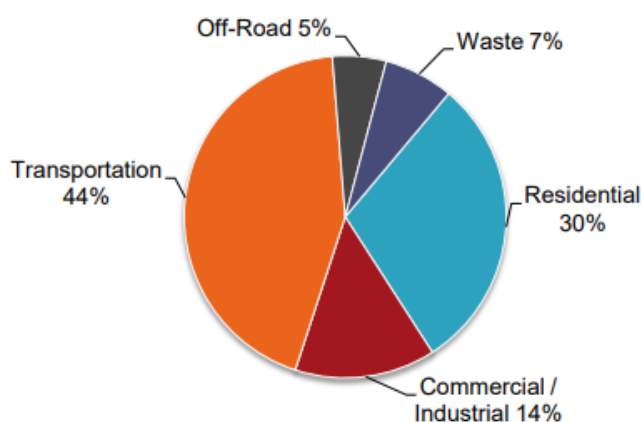
City of Arroyo Grande Climate Action Plan

The City’s Climate Action Plan (City of Arroyo Grande 2013) is a long-range plan aimed to reduce GHG emissions from City operations, developments, and community activities throughout the city in anticipation of the effects of climate change. The primary purposes of the Climate Action Plan are the following:

- Summarizes the results of the *City of Arroyo Grande 2005 Greenhouse Gas Emissions Inventory Update*, which identifies the major sources and quantities of GHG emissions produced within Arroyo Grande and forecasts how these emissions may change over time.
- Identifies the quantity of GHG emissions that Arroyo Grande will need to reduce to meet its target of 15% below 2005 levels by the year 2020, consistent with AB 32.
- Sets forth City government and community-wide GHG reduction measures, including performance standards which, if implemented, would collectively achieve the specified emission reduction target.
- Identifies proactive strategies that can be implemented to help Arroyo Grande prepare for anticipated climate change impacts.
- Sets forth procedures to implement, monitor, and verify the effectiveness of the City’s Climate Action Plan measures and adapt efforts moving forward as necessary.

The City's Climate Action Plan is designed as a Qualified GHG Reduction Plan, consistent with State CEQA Guidelines Section 15183.5(b). This allows for the streamlining of the GHG analysis on a project level by using a programmatic GHG reduction plan meeting certain criteria. Project-specific analysis of GHG emissions is required if GHG emissions from a project would be cumulatively considerable notwithstanding compliance with the Climate Action Plan.

The City's Climate Action Plan included an inventory of community-wide GHG emissions. The inventory was prepared for purposes of identifying major sources and quantities of GHG emissions produced in Arroyo Grande in 2005 and to forecast how these emissions may change over time. Based on the GHG emissions inventory prepared in 2005, the city emitted approximately 84,399 metric tons of carbon dioxide equivalent (MTCO₂e). As shown in Figure 4, the largest contributors of community-wide GHG emissions were the transportation (44%), residential energy (30%), and commercial/industrial energy (14%) sectors. The remainder of emissions resulted from the solid waste (7%) and off-road (5%) sectors.



Source: City of Arroyo Grande 2013.

Figure 4. City of Arroyo Grande 2005 GHG emissions inventory by sector.

Environmental Evaluation

a) *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

The proposed construction period is anticipated to be 27 months long. During construction, fossil fuels and natural gas would be used by construction vehicles and equipment. Federal and state regulations in place require fuel-efficient equipment and vehicles and prohibit wasteful activities, such as diesel idling. Construction contractors, in an effort to ensure cost efficiency, would not be expected to engage in wasteful or unnecessary energy and fuel practices. In addition, Mitigation Measure AQ-1 includes limitations on diesel idling during the construction phase of the project. Therefore, construction activity is not anticipated to result in significant emissions. During the 27-month construction period, the project would require the temporary closure of Traffic Way, which would require a temporary traffic detour route through the Village Core of the city. Temporary striping would be implemented along East Branch, Mason, and Bridge Streets to allow traffic to navigate the detour more efficiently; however, detours would be expected to result in temporary delays along these roadways, which could increase GHG emissions from vehicle idling. Following construction, detours would be removed, and traffic flow would return to pre-construction conditions. Therefore, any increase in GHG emissions from vehicle idling would be temporary in nature and would not result in a new, permanent source of GHG emissions in the

area. Therefore, greenhouse gas emissions generated during construction would not be substantial enough to have a significant cumulative impact on the environment, and impacts would be *less than significant with mitigation*.

Operation of the project would include continued operation of the Traffic Way bridge and may require infrequent maintenance trips on an as-needed basis. The Traffic Way bridge provides vehicle passage over Arroyo Grande Creek. Based on the 2016 Bridge Inspection Report, traffic volumes through the site are approximately 9,600 vehicles per day. Traffic Way is classified as an urban arterial roadway and has an estimated future ADT rate of 11,000 based on estimated growth within the city. Replacement of the bridge is not anticipated to facilitate an increase vehicle trips in comparison to existing conditions. Therefore, the project would not result in new development that would generate operational GHG emissions or increased VMT. Operational impacts associated with generation of GHG emissions would be *less than significant*.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

As previously described, project construction is estimated to generate temporary GHG emissions resulting from the operation of construction equipment and construction worker vehicles. Federal and state regulations in place require fuel-efficient equipment and vehicles and prohibit wasteful activities, such as diesel idling. In addition, Mitigation Measure AQ-1 includes limitations on diesel idling during the construction phase of the project. Therefore, GHG emissions generated during construction is not anticipated to be substantial enough to have a significant cumulative impact on the environment and construction impacts would be *less than significant with mitigation*.

Replacement of the bridge is not anticipated to facilitate an increase or otherwise change vehicle trips in comparison to existing conditions. Because the project would not result in new development that would generate increased operational GHG emissions or VMT, the project would be consistent with the City's Climate Action Plan. Further, as described in Section III, *Air Quality*, the project would not conflict with the 2001 Clean Air Plan. Because the project would not increase or substantially change vehicle trips in the project area, implementation of the project would result in *de minimis* GHG emissions above baseline conditions; therefore, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing GHG emissions and impacts would be *less than significant*.

Conclusion

Construction activities would be conducted in accordance with Federal and state laws regarding diesel idling and are not anticipated to generate a significant amount of GHG emissions. In addition, Mitigation Measure AQ-1 includes limitations on diesel idling during the construction phase of the project. Operation of the project would not result in a new land uses that could significantly increase GHG-emissions or facilitate an increase in VMT, which would be consistent with the City's Climate Action Plan and the SLOAPCD's 2001 Clean Air Plan. Therefore, with implementation of Mitigation Measure AQ-1, impacts would be less than significant.

Mitigation Measures

Implement Mitigation Measure AQ-1.

IX. Hazards and Hazardous Materials

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

According to the California Department of Toxic Substance Control (DTSC) EnviroStor database, there are no active hazardous materials sites within or adjacent to the project site (DTSC 2021). In addition, the SWRCB Geotracker database indicates that there are three previously active leaking underground storage tanks located approximately 600 feet west and 280 feet south and one previously active cleanup program site located approximately 300 feet west of the project site (SWRCB 2021). There are no currently active sites located within or adjacent to the project site (DTSC 2021; SWRCB 2021). Given the developed condition of the majority of the city, it is highly likely that the surface soils along existing roadways are affected by deposition of contaminants, including aerial lead, oils, fuels, and other lubricants.

The purpose of the City's Safety Element is to be prepared for disaster and to manage development to reduce risk. Hazards identified in the City's Safety Element include flooding, dam inundation, dam failure, fire, geologic and seismic hazards, landslides, hazardous trees, and radiation hazards (City of Arroyo Grande 2001a).

Environmental Evaluation

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Temporary construction activities would include the use of construction equipment, vehicles, and commonly used hazardous substances, including, but not limited to, paint, solvents, oils, fuel, and gasoline. Commonly used hazardous substances within the project site would be transported, stored, and used according to regulatory requirements and existing procedures for the handling of hazardous materials. In addition, Mitigation Measure BIO-9(6) would require the project to prepare a Hazardous Materials Response Plan to be implemented in the event of an accidental spill during proposed construction activities. Operation of the project may result in infrequent maintenance trips on an as-needed basis and would not require the use of hazardous or acutely hazardous materials. Therefore, impacts associated with the routine transport, use, or disposal of hazardous materials would be *less than significant with mitigation*.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

As previously discussed, temporary construction activities would include the use of construction equipment, vehicles, and commonly used hazardous substances including, but not limited to, paint, solvents, oils, fuel, and gasoline. Commonly used hazardous substances within the project site would be transported, stored, and used according to regulatory requirements and existing procedures for the handling of hazardous materials. Mitigation Measure BIO-9(6) would require the project to prepare a Hazardous Materials Response Plan to be implemented in the event of an accidental spill during construction activities. The Traffic Way bridge was constructed in 1932 and is 89 years old; therefore, there is potential for the bridge to contain ACM and proposed decommissioning of the bridge may release ACM, if present. Mitigation Measure AQ-2 has been included to reduce impacts related to potential release of ACM during decommissioning of the bridge. Operation of the project may result in infrequent maintenance trips on an as-needed basis and would not require the use of hazardous or acutely hazardous materials that would create a significant hazard in the event of accidental release. With implementation of the identified mitigation measures to reduce potential impacts related to accidental hazardous materials spills and potential release of ACM during proposed construction activities, impacts would be *less than significant with mitigation*.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

The project site is located approximately 0.24 mile southeast of Valley View Adventist Academy. Although the project is located within 0.25 mile of a school, operation of the project would not require the use of hazardous materials. Short-term construction activities may require commonly used hazardous materials (i.e., fuel, gasoline, solvents, oils, paints), which would be transported, stored, and used according to regulatory requirements and existing procedures for the handling of hazardous materials. In addition, Mitigation Measure BIO-9(6) would require the project to prepare a Hazardous Materials Response Plan to be implemented in the event of an accidental spill during project construction. In addition, Mitigation Measure AQ-2 has been included to reduce impacts related to the potential release of ACM during decommissioning of the bridge. Operation of the project would not require the long-term use of hazardous or acutely hazardous materials within 0.25 mile of Valley View Adventist Academy. Therefore, potential impacts would be *less than significant with mitigation*.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Based on a query of the DTSC EnviroStor database and SWRCB GeoTracker database, there are three previously active leaking underground storage tanks located approximately 600 feet west and 280 feet south and one previously active cleanup program site located approximately 300 feet west of the project site; however, there are no currently active sites located within or adjacent to the project site (DTSC 2021; SWRCB 2021). Therefore, the project would not be located on a known hazardous materials site that could create significant hazard to the public, and *no impacts* would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The closest airport to the project site is the Oceano County Airport, located approximately 2.5 miles southwest of the project site. The project does not include the development of residential units, offices, or other buildings that could expose occupants to excessive noise or safety hazards. Therefore, the project would not be located within 2 miles of an airport or expose project occupants to excessive noise or other safety hazards, and *no impacts* would occur.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The project includes replacement of the existing Traffic Way bridge that allows traffic to cross over Arroyo Grande Creek in the central portion of the city. Construction activities would result in the temporary closure of the Traffic Way bridge and may require other traffic controls and detours on surrounding roadways. The construction period would extend approximately ~~2~~^{seven} months and temporary closures of roadways and associated detours could result in temporary delays in emergency response and evacuation in the city.

Five Cities Fire authority (FCFA) Station 1 is located approximately 300 feet south of the Traffic Way bridge along Traffic Way and road closures and/or traffic controls may impact FCFA emergency response times. The project would maintain FCFA access during the ~~2~~⁷-month construction period by implementing detours. In order to maintain access, FCFA Station 1 would be provided a Global Positioning System (GPS) Emergency Vehicle Preemption (EVP) device during the construction phase to transmit a signal to the controller box and allow northbound traffic along Traffic Way a green light during a call for emergency response. While this situation would be most prominent during the school year due to an increase in vehicle traffic along Traffic Way, year-round visitor serving uses would continue to contribute to congestion within the project area during construction activities. Additionally, since wildfire occurrence is highest during the summer, it could be reasonably assumed that an increase in calls for fire protection services would occur during this time. In addition to the provision of a GPS EVP device, Mitigation Measure HAZ-1 has been included to ensure notice is provided to local emergency services prior to implementation of any road closures or detour routes. The project would implement road detours in order to maintain public access throughout the city during closure of Traffic Way. Based on implementation of Mitigation Measure HAZ-1 and proposed project components to allow emergency access during construction, the project would not result in significant impacts related to emergency access or evacuation.

The project would result in the replacement of the Traffic Way bridge to avoid potential risk to the public related to scour and would not result in the permanent closure of Traffic Way bridge or surrounding

roadways that could impede long-term emergency access and/or evacuation. Therefore, the project would not substantially impair or interfere with the City's Safety Element, *Multi-Jurisdictional Local Hazard Mitigation Plan* (LHMP; Mathe 2015), or other emergency response or evacuation plans; therefore, impacts would be *less than significant with mitigation*.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

The project area is located in a developed portion of the city within a Local Responsibility Area (LRA) and is not designated as a state or local fire hazard severity zone (FHSZ) (California Department of Forestry and Fire Protection [CAL FIRE] 2021). The project would replace the existing Traffic Way bridge, which would reduce risk related to erosion surrounding the foundation of the bridge. Replacement of the existing bridge would not increase long-term fire hazard within the project area. Because construction would be limited to the dry season (June 1-October 15), there is potential for construction activities to increase the risk of accidental wildfire ignition at the project site. The project would be required to comply with International Fire Code (IFC) Section 3312, which establishes regulations to reduce the risk of wildfire ignition during construction, such as the removal of combustible waste materials (i.e., paper, rags, wood, etc.) from the site, prohibiting smoking at the project site, identifying proper refueling methods, establishing equipment standards, etc. In addition, the project would not result in the development of new occupiable structures that could expose people or structures to wildfire risks or otherwise exacerbate wildfire risks; therefore, impacts would be *less than significant*.

Conclusion

Any commonly used hazardous materials used during construction of the project would be transported, handled, and stored according to existing regulatory requirements. Mitigation Measure BIO-9(6) would require a Hazardous Materials Response Plan to be prepared and implemented in the event of an accidental spill during project construction. In addition, Mitigation Measure AQ-2 has been included to reduce potential impacts related to ACM during decommissioning of the existing Traffic Way bridge. Operation of the project would not require the use of hazardous materials. In addition, the project site is not located in close proximity to an airport or within a previously documented active hazardous materials cleanup site. Mitigation Measure HAZ-1 has been included to provide notice of road closures and detour routes implemented during project construction. The project would maintain emergency access and evacuation routes during construction and operation and would not increase the risk of wildfire within the city. Therefore, with implementation of the identified mitigation measures, impacts related to hazards and hazardous materials would be less than significant.

Mitigation Measures

Implement Mitigation Measures BIO-9 and AQ-2.

HAZ-1 Prior to the implementation of any lane/road closures or detour routes, the City and/or its project contractors shall provide notice to all residents, business owners, public facilities, and emergency response providers likely to be affected by the closure and detours, including, but not limited to, the Five Cities Fire Authority and Arroyo Grande Police Department. The notice shall include the following information: dates of construction, temporary lane/road closures and detours, and contact information, including the phone number and email address of the City staff person responsible for responding to and addressing public complaints regarding access. The notice shall be provided at least 2 weeks prior to any planned road closure.

X. Hydrology and Water Quality

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setting

The project site is located in the Arroyo Grande Creek Watershed, a coastal basin located in southern San Luis Obispo County. The watershed is approximately 96,000 acres ranging from 3,100 feet elevation above msl to the Pacific Ocean. It includes the tributaries of Tally Ho (Corbett), Tar Springs, and Los Berros Creeks. Meadow Creek is a remnant marsh drainage that enters Arroyo Grande Creek just before its confluence with the ocean (SLO Watershed Project 2020).

Arroyo Grande Creek is a major perennial stream that flows 22 miles from the Santa Lucia range to the Pacific Ocean and is an important hydrological feature in southern San Luis Obispo County. The upper portion of the creek is impounded by Lopez Dam, built in 1966, about 8 miles northeast of the city of Arroyo Grande. Arroyo Grande Creek receives water from Lopez Lake and Tar Springs Creek and flows east to west at the Traffic Way bridge before turning southwest toward Oceano, then emptying into the Arroyo Grande Estuary and Pacific Ocean approximately 4 miles downstream of the project area. Oceano Lagoon drains into Arroyo Grande Creek just upstream of confluence with the ocean (SWCA 2021e).

According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 06079C1602G (effective date 11/16/2012), the project site is located within Zone A and Zone AE, areas with 1% chance of annual flooding (FEMA 2020).

The project site is located in the Santa Maria River Valley Groundwater Basin – Arroyo Grande Subbasin (No. 3-12.02) (County of San Luis Obispo 2021). The Arroyo Grande Subbasin is approximately 7 miles long, oriented in a northeastern to southwestern direction. The Arroyo Grande Subbasin is not considered a high-priority basin and has ample water supply to meet the water demand of the city. However, a groundwater sustainability plan (GSP) for the subbasin is being prepared to facilitate sustainable groundwater management and use (County of San Luis Obispo 2020).

Environmental Evaluation

a) *Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

The project includes replacing the existing Traffic Way bridge to reduce risk caused by scour. Construction of the new foundation would require work within Arroyo Grande Creek, which runs under the Traffic Way bridge. Ground disturbance has the potential to increase erosion and sedimentation on-site and construction equipment and vehicle use has the potential to increase pollution on-site that could runoff and degrade water quality. Mitigation Measure BIO-9 includes measures to reduce potential impacts related to work within Arroyo Grande Creek. Mitigation Measure BIO-9(4) would require work to be conducted during the dry season (June 1–October 15) to avoid increased runoff from the project site due to rain or flood flows. Mitigation Measure BIO-9(6) would require the project to prepare a Hazardous Material Response Plan to be implemented in the event of accidental fuel, oil, paint, or other hazardous materials spills. Mitigation Measure BIO-9(7) would require the project to prepare and implement a SWPPP with BMPs to avoid or minimize erosive runoff during project construction. Mitigation Measure BIO-9(8) identifies BMPs to be implemented during construction activities to reduce erosive runoff from the site. Mitigation Measure BIO-9(9) would require daily water quality monitoring while water is flowing to ensure project activities are not adversely affecting the water quality of Arroyo Grande Creek. Mitigation Measure BIO-9(10) requires vehicle washing and refueling to occur at least 60 feet from Arroyo Grande Creek to avoid accidental fuel spills or other pollutants from entering the creek. Mitigation measure BIO-9(11) requires trash to be contained and removed from the project site to avoid solid waste from entering the creek during construction of the project. Implementation of Mitigation Measure BIO-9 would reduce potential impacts related to water quality degradation during construction of the project.

The project would be required to comply with City Municipal Code Section 13.24.120, which requires the preparation and implementation of an Erosion and Sedimentation Control Plan to reduce short- and long-term impacts associated with erosion that could runoff from the project site and degrade water quality. The project would also be subject to Central Coast RWQCB *Post-Construction Stormwater Requirements* (PCRs) (Resolution R3-20132-0032025) to ensure long-term reduction of pollutant discharges (Central Coast RWQCB 2013). Therefore, with implementation of Mitigation Measure BIO-9 to reduce potential sources of pollution during construction activities and required compliance with the City Municipal Code and RWQCB PCRs, construction and operation of the project would not substantially degrade water quality, and impacts would be *less than significant with mitigation*.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The project site is located in the Santa Maria River Valley Groundwater Basin – Arroyo Grande Subbasin. Any water needed for construction (i.e., dust suppression) would be limited in volume and would be supplied from off-site sources. Operation of the project does not require any new connections to groundwater or sustained groundwater use that could substantially decrease groundwater supplies. In addition, the proposed bridge replacement would occur within the development footprint of the existing bridge and would not result in additional impervious surfaces that could interfere with groundwater recharge at the site. Therefore, impacts would be *less than significant*.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

c-i) Result in substantial erosion or siltation on- or off-site?

The project includes replacing the existing Traffic Way bridge to reduce risk caused by scour. Construction of the new foundation would require work within Arroyo Grande Creek, which runs under the Traffic Way bridge. The project is anticipated to result in 0.4 acre of permanent impacts and 1.26 acres of temporary impacts to Arroyo Grande Creek. Proposed ground-disturbing construction activities have the potential to result in increased erosion and siltation that may result in runoff from the project site. Mitigation Measure BIO-9 includes measures to reduce potential impacts related to work within Arroyo Grande Creek. Mitigation Measure BIO-9(4) would require work to be conducted during the dry season (June 1–October 15) to avoid increased runoff from the project site due to rain or flood flows. Mitigation Measure BIO-9(7) would require the project to prepare and implement a SWPPP with BMPs to avoid or minimize erosive runoff during project construction. Mitigation Measure BIO-9(8) identifies BMPs to be implemented during construction activities to reduce erosive runoff from the site. Therefore, implementation of Mitigation Measure BIO-9 would reduce potential impacts related to increased erosion and sedimentation during construction of the project.

Replacement of the Traffic Way bridge would reduce risk associated with erosion of the existing foundation. Operational components of the project are not anticipated to increase long-term erosion or siltation on-site. The project would be required to comply with City Municipal Code Section 13.24.120, which requires the preparation and implementation of an Erosion and Sedimentation Control Plan to reduce short- and long-term impacts associated with erosion. The project would also be subject to RWQCB PCRs (Resolution R3-20132-0032025) to ensure long-term reduction of pollutant discharges. Therefore, with implementation of the identified mitigation measures and required compliance with the City Municipal Code and RWQCB PCRs, construction and operation of the project would not result in substantial erosion or siltation on-site, and impacts would be *less than significant with mitigation*.

c-ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

Implementation of the project would result in a new Traffic Way bridge within the same alignment as the existing bridge. Following construction activities, the project would not result in additional impervious surface areas that could contribute to an increase of surface water runoff. The project would require work within Arroyo Grande Creek for installation of the new foundation. The foundation would be constructed in accordance with Caltrans hydraulic design standards in order to maintain the creek's ability to convey potential flood flows. Therefore, installation of the new bridge foundation within Arroyo Grande Creek would not result in flooding. Mitigation Measure BIO-9 includes measures to reduce potential impacts

related to work within Arroyo Grande Creek. Mitigation Measure BIO-9(4) would require work to be conducted during the dry season (June 1–October 15) to avoid increased runoff from the project site due to rain or flood flows. Mitigation Measure BIO-9(7) would require the project to prepare and implement a SWPPP with BMPs to avoid or minimize erosive runoff during project construction. Mitigation Measure BIO-9(8) identifies BMPs to be implemented during construction activities to reduce erosive runoff from the site. In addition, the project would be required to comply with City Municipal Code Section 13.24.120, which requires preparation and implementation of an Erosion and Sedimentation Control Plan to reduce short- and long-term impacts associated with erosion. The project would also be subject to RWQCB PCR's (Resolution R3-20132-0032025) to ensure long-term reduction of pollutant discharges. Therefore, the project is not anticipated to substantially increase polluted or other surface water runoff from the project site, and impacts would be *less than significant with mitigation*.

c-iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The proposed bridge would be constructed within the same alignment as the existing Traffic Way bridge and would not result in new impervious surfaces that could contribute to long-term stormwater runoff. Construction of the project would result in 0.4 acre of permanent impacts and 1.26 acres of temporary impacts to Arroyo Grande Creek. Based on proposed alterations of Arroyo Grande Creek, the project has potential to increase erosive or polluted runoff during construction that may run off from the site during proposed construction activities. Mitigation Measure BIO-9(4) would require work to be conducted during the dry season (June 1–October 15) to avoid increased surface water runoff from the project site due to rain or flood flows. In addition, Mitigation Measure BIO-9(7) and BIO-9(8) would require the project to prepare and implement a SWPPP and identifies BMPs to be implemented during construction activities to reduce erosive or polluted runoff. The project would also be required to comply with City Municipal Code Section 13.24.120, which requires preparation and implementation of an Erosion and Sedimentation Control Plan to reduce short- and long-term impacts associated with erosion. The project would also be subject to RWQCB PCR's (Resolution R3-20132-0032025) to ensure long-term reduction of pollutant discharges. The project does not include components that require connections to any public or private stormwater drainage systems. Therefore, with implementation of the identified mitigation during project construction and required compliance the City Municipal Code and RWQCB PCR's, potential impacts related to runoff would be *less than significant with mitigation*.

c-iv) Impede or redirect flood flows?

According to FEMA FIRM Panel 06079C1602G (effective date 11/16/2012), the project site is located within Zone A and Zone AE, areas with 1% chance of annual flooding (FEMA 2020). Construction of the project has the potential to impede flood flows based on proposed work within Arroyo Grande Creek for installation of the bridge foundation, which would result in 0.4 acre of permanent impacts and 1.26 acres of temporary to the creek; however, Mitigation Measure BIO-9(4) has been included to require construction activities to occur during the dry season (June 1–October 15) to avoid increased runoff due to rain or flood flows. Implementation of the project would result in 0.4 acre of permanent impacts to Arroyo Grande Creek; however, permanent impacts are not anticipated to adversely affect flood flows because the proposed bridge would be required to comply with Caltrans hydraulic design criteria to allow for the conveyance of flood flows. One of the objectives of the project is to replace the existing structure with a new structure with no supports within the creek bed and a wider hydraulic opening that would reduce maintenance issues in the future and improve creek flows through the area compared to existing conditions (SWCA 2021g). The Caltrans Local Assistance Procedures Manual identifies hydraulic design criteria that require a facility be capable of conveying the base or 100-year flood and pass the 50-year flood “without causing objectionable backwater, excessive flow velocities or encroaching on through traffic lanes” (Caltrans 2021b). The proposed bridge would be required to comply with Caltrans

requirements for hydraulic design; therefore, proposed permanent impacts would not substantially impede or redirect potential flood flows and impacts would be *less than significant with mitigation*.

d) In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

The project site is not located in an area that would be subject to inundation caused by tsunami or seiche; however, the project site is located within the Lopez Dam flood inundation zone. In addition, according to FEMA FIRM Panel 06079C1602G (effective date 11/16/2012), the project site is located within Zone A and Zone AE, areas with one percent chance of annual flooding (FEMA 2020). Due to the project's location within a flood hazard and dam inundation zone, there is potential for inundation to occur. Proposed construction activities would have the potential to increase on-site erosion and other pollutants that could runoff in the event of project inundation. Mitigation Measure BIO-9(4) has been included to require construction activities to occur during the dry season (June 15–October 31) to avoid increased runoff due to rain or flood flows, which would reduce the potential for flood inundation to occur during project construction. Further, Mitigation Measure BIO-9 has been included to reduce erosion and other pollutants during construction of the project, which would reduce the risk of substantial pollutant release due to project inundation during proposed construction activities.

Replacement of the Traffic Way bridge would reduce the risk associated with erosion of the existing foundation and is not anticipated to increase long-term erosion or siltation on-site that could result in substantial pollutant release due to project inundation. The project would be required to comply with City Municipal Code Section 13.24.120, which requires the preparation and implementation of an Erosion and Sedimentation Control Plan to reduce short- and long-term impacts associated with erosion that could runoff from the site. The project would also be subject to RWQCB PCRs (Resolution R3-20132-0032025) to ensure long-term reduction of pollutant discharges. Based on required compliance with the City Municipal Code and RWQCB PCRs, implementation of the project would not increase long-term erosion or pollutants at the site in a manner that would result in substantial pollutant release due to project inundation. In addition, the proposed bridge would be designed in accordance with hydraulic design criteria included in the Caltrans Local Assistance Procedures Manual to ensure adequate conveyance of 50- and 100-year flood flows. Therefore, with implementation of Mitigation Measure BIO-9(4) to reduce the potential for pollutant release associated with flood flows and required compliance with the City Municipal Code, RWQCB PCRs, and Caltrans hydraulic design criteria, potential impacts would be *less than significant with mitigation*.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

As previously identified, the project does not require any new connections to groundwater or sustained groundwater use that could substantially decrease groundwater supplies; therefore, the project would not conflict with a sustainable groundwater management plan. As described in threshold X(a), there is potential for construction activities to degrade the water quality of Arroyo Grande Creek due to required work within and adjacent to the surface water resource. Mitigation Measure BIO-9 has been included to avoid or minimize potential impacts related to degradation of water quality related to proposed construction activities. In addition, the project would be required to comply with City Municipal Code Section 13.24.120, which requires the preparation and implementation of an Erosion and Sedimentation Control Plan to reduce short- and long-term impacts associated with erosion that could run off from the site. The project would also be subject to RWQCB PCRs (Resolution R3-20132-0032025) to ensure long-term reduction of pollutant discharges. Therefore, with implementation of Mitigation Measure BIO-9 to reduce the potential for pollutant release and required compliance with the City Municipal Code and RWQCB PCRs, potential impacts would be *less than significant with mitigation*.

Conclusion

The project would require work within and adjacent to Arroyo Grande Creek. Mitigation Measure BIO-9 has been included to avoid or minimize potential impacts related to erosion, sedimentation, and other pollutants during project construction. The project would also be required to comply with City Municipal Code Section 13.24.120 and RWQCB PCRs for long-term pollutants. The project is located within an identified flood hazard zone and would be constructed in accordance with Caltrans standards to maintain potential flood flows. The project does not require connection to groundwater and would not conflict with groundwater management. In addition, the proposed bridge would be constructed within the footprint of the existing bridge and would not result in new impervious surfaces that could increase surface runoff. Therefore, with implementation of Mitigation Measure BIO-9 and required compliance with existing requirements, impacts would be less than significant.

Mitigation Measures

Implement Mitigation Measure BIO-9.

XI. Land Use and Planning

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setting

The City's General Plan consists of nine elements, including the ACOSE and Land Use, Circulation, Housing, Safety, Noise, Economic Development, and Parks and Recreation Elements, which guide and facilitate planning and development in the city (City of Arroyo Grande 2001a). The City's LUE identifies zoning and land use designations for the City and includes goals and policies intended to guide growth and development. The city is comprised of a developed urban area with agricultural land located in the eastern and southeastern portions of the city. The project site is located within the Village Core land use designation.

Environmental Evaluation

a) *Would the project physically divide an established community?*

The project includes replacing the existing Traffic Way bridge to reduce risk associated with scour. The proposed bridge would be developed in the same alignment and contain the same roadway, bicycle, and pedestrian facilities as the existing bridge. Therefore, implementation of the project would not result in long-term impacts associated with dividing an established community. However, construction of the proposed project would result in temporary impacts due to the closure of Traffic Way, which currently provides access into the City's Village Core.

Temporary closure of Traffic Way during construction would require a temporary traffic detour route through the Village Core of the city. Traffic analysis showed that this was a feasible solution if Bridge Street was temporarily converted to a one-way, two-lane road in the northbound direction. Southbound traffic would not be allowed on Bridge Street and would need to use an alternate route, such as Mason Street, South Halcyon Road, or even US 101. A temporary signal would be required at the intersection of Bridge Street and West Branch Street to accommodate the traffic flow from northbound Bridge Street to West Branch Street. Temporary striping along East Branch, Mason, and Bridge Streets would allow traffic to navigate the detour more efficiently but would require the temporary removal of approximately 17 on-street parking spaces. The planned striping would also allow for trucks and emergency vehicles that typically use Traffic Way to navigate other urban streets.

The proposed temporary roadway detour would require the temporary loss of 17 existing on-street parking spaces. Thirteen of those on-street parking spaces and one on-street loading zone are located on the north side of West Branch Street between Bridge Street and Traffic Way. The temporary loss of on-street parking spaces is necessary to accommodate restriping of Branch Street for two ~~north~~ westbound lanes. Many of these on-street spaces were temporarily removed during the Coronavirus Disease 2019 (COVID-19) pandemic in 2020 to accommodate outside dining areas for local businesses. These businesses have requested that the City permanently approve the conversion of these parking spaces. Recognizing the need for the temporary use of those spaces during construction of the bridge on Traffic Way, a more permanent solution could be approved by the City after the proposed project is complete and the detour has been removed.

In addition to the parking spaces temporarily removed on Branch Street, there would be three parking spaces temporarily removed on Bridge Street to allow for trucks and emergency vehicles to navigate the intersection. This would be necessary to accommodate the two-lane turning onto Branch Street from Bridge Street.

While there would be a temporary loss of on-street parking spaces on Branch and Bridge Streets, there are several parking lots available for use by the community frequenting the businesses in the area. On the south side of Branch Street, Klondike Pizza operates a parking lot and currently charges a fee to park for users that are not Klondike patrons. The City is coordinating with Klondike to provide a temporary removal of parking fees in the Klondike parking lot during construction to alleviate some of the added pressure of removing the 17 parking spaces. The temporary loss of 17 parking spaces would be for the full ~~27~~-month construction period.

Closure of Traffic Way would also result in a temporary closure of a Class II bike lane and pedestrian facilities that allow for connectivity into the Village Core along Traffic Way. Detour routes would be made available for these facilities and are further discussed in Section XVII, *Transportation*, threshold XVII(a). In addition, potential impacts related to emergency access due to the closure of Traffic Way are further discussed in Section XVII, *Transportation*, threshold XVII(d).

Based on a review of local parcel maps, the proposed project would be located entirely within 100 feet of City ROW centered along the existing road. Since the bridge replacement structures would be located as close as possible to the existing alignment, no additional permanent ROW acquisitions are anticipated to construct this project.

Potential impacts related to dividing an established community would be temporary and would be minimized through the provision of detour routes through the city. In addition, following construction activities, Traffic Way would be fully accessible to vehicle, bicycle, and pedestrian circulation and would not create a permanent barrier to movement. Therefore, potential impacts would be *less than significant*.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The project would be required to comply with the City's General Plan, which establishes goals and policies to guide and facilitate planning within the city. As previously identified, the City's General Plan consists of nine elements, including the ACOSE and the Land Use, Circulation, Housing, Safety, Noise, Economic Development, and Parks and Recreation Elements. In addition, the project would be required to comply with requirements of the SLOAPCD 2001 Clean Air Plan, SLOCOG 2019 RTP/SCS, and City's Climate Action Plan. Mitigation has been provided throughout this document to reduce potential impacts related to air quality, biological resources, cultural resources, geology and soils, GHG emissions, energy, hazards and hazardous materials, hydrology and water quality, noise, public services, tribal cultural resources, and wildfire, which would be consistent with the goals and policies of the City's General Plan. Therefore, the project would be consistent with the City's General Plan and impacts would be *less than significant with mitigation*.

Conclusion

Potential impacts related to dividing an established community would be temporary and would be accommodated through the provision of detour routes through the city. In addition, following construction activities, Traffic Way would be fully accessible to vehicle, bicycle, and pedestrian circulation and would not create a permanent barrier to movement. The project would be consistent with the City's General Plan, City's Climate Action Plan, SLOAPCD 2001 Clean Air Plan, and SLOCOG 2019 RTP/SCS following implementation of mitigation measure identified throughout this document. Therefore, with implementation of the identified mitigation measures, impacts would be less than significant.

Mitigation Measures

Implement Mitigation Measures AQ-1 and AQ-2, BIO-1 through BIO-9, CR-1, GEO-1, HAZ-1, and N-1 and N-2.

XII. Mineral Resources

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Result in the loss of availability of a locally- important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Setting

The California Surface Mining and Reclamation Act (SMARA) of 1975 requires that the State Geologist classify land into mineral resource zones (MRZ) according to the known or inferred mineral potential of the land (PRC Sections 2710–2796).

The three MRZs used in the SMARA classification-designation process in the San Luis Obispo-Santa Barbara Production-Consumption Region are defined below (California Geological Survey [CGS] 2015):

- MRZ-1: Areas where available geologic information indicates that little likelihood exists for the presence of significant mineral resources.
- MRZ-2: Areas where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood for their presence exists. This zone shall be applied to known mineral deposits or where well-developed lines of reasoning, based on economic–geologic principles and adequate data, demonstrate that the likelihood for occurrence of significant mineral deposits is high.
- MRZ-3: Areas containing known or inferred aggregate resources of undetermined significance.

According to the CDOC CGS Information Warehouse: Mineral Land Classification map, the city is located within a SMARA Study area (CGS 2015). The 1990 General Plan did not identify any Mineral Resource Zones within the city. According to the General Plan Integrated Program Environmental Impact Report (EIR), the 1990 General Plan does not identify any MRZs within the city limits (City of Arroyo Grande 2001b).

Environmental Evaluation

- a) *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?***
- b) *Would the project result in the loss of availability of a locally- important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?***

The city is located within a SMARA study area; however, there are no identified MRZs within the city (CGS 2015; City of Arroyo Grande 2001b). In addition, the project site has been previously developed, which reduces the potential for unknown mineral resources to occur within the project area. Therefore, mineral resources of value are not anticipated to be located within the project area and implementation of the project would not result in loss of availability of important mineral resources of value to the region or delineated in a local plan. Therefore, *no impacts* related to mineral resources would occur.

Conclusion

The project area is located in a previously developed area and there are no known mineral resources located within the city. Therefore, the project would not result in the loss of availability of a known mineral resource. Therefore, impacts would be less than significant, and mitigation is not necessary.

Mitigation Measures

No mitigation is required.

XIII. Noise

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project result in:</i>				
(a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Setting

The *City of Arroyo Grande General Plan Noise Element* provides policy framework for addressing potential noise impacts. The Noise Element establishes maximum allowable noise exposure levels for transportation and non-transportation noise sources. The standards applied to transportation noise sources are based on average-daily noise exposure levels (in A-weighted decibels [dBA] Community Noise Equivalent Level/day-night equivalent level [CNEL/L_{dn}]). For noise-sensitive land uses exposed to non-transportation noise, the maximum allowable noise exposure standards vary depending on the duration of exposure and time of day. The City's noise standards for determining the compatibility for new development near transportation noise sources are summarized in Table 9.

Table 9. General Plan Land Use Compatibility Guidelines Near Transportation Noise Sources

Land Use	Land Use Compatibility		
	Acceptable	Conditionally Acceptable	Unacceptable
Residential, Theaters, Auditoriums, Music Halls, Meeting Halls, Churches	<60	60–70	>70
Transient Lodging: Hotels and Motels	<60	60–75	>75
Schools, Libraries, Museums, Hospitals, Nursing Homes	<60	60–75	>75
Playgrounds and Parks	<70	70–75	>75
Office Buildings	<60	60–75	>75

Notes:

Acceptable: Specified land use is satisfactory. No noise mitigation measures are required.

Conditionally Acceptable: Use should be permitted only after careful study and inclusion of protective measures as needed to satisfy the policies of the Noise Element.

Unacceptable: Development is usually not feasible in accordance with the goals of the Noise Element.

Source: City of Arroyo Grande 2001a.

In areas where the noise environment is acceptable, new development may be permitted without requiring noise mitigation. For areas where the noise environment is conditionally acceptable, new development

should be allowed only after noise mitigation has been incorporated into the design of the project to reduce noise exposure. For areas where the noise environment is unacceptable, new development in compliance with Noise Element policies is usually not feasible. New development of noise-sensitive land uses shall not be permitted in areas exposed to existing or projected future levels of noise from transportation noise sources which exceed 60 dB CNEL or L_{dn} (70 CNEL/ L_{dn} for playgrounds and neighborhood parks) unless the project design includes mitigation measures to reduce noise to or below levels identified in Table 9 (City of Arroyo Grande 2001a).

Construction noise is commonly exempt from noise standards. Pursuant to City Municipal Code Section 9.16.030, noise sources associated with construction, provided such activities do not take place before 7:00 a.m. or after 10:00 p.m. on any day except Saturday or Sunday or before 8:00 a.m. or after 5:00 p.m. on Saturday or Sunday, constitute an exception to the City's noise standards.

The existing ambient noise environment at the project site is dominated by vehicle noise from Traffic Way and surrounding roadways, including West Branch Street/East Branch Street (formerly SR 227), which is located approximately 250 feet north of the Traffic Way bridge, and US 101, which is located approximately 550 feet south of the Traffic Way bridge. While the *City of Arroyo Grande General Plan* (City of Arroyo Grande 2001a) does not include noise contour maps of the city, the County's Land Use View tool shows the project area as being located within the 60-decibel (dB) noise contour of US 101, and portions of the project site being located within the 65 dB and 70 dB contours of US 101 (County of San Luis Obispo 2021).

Typical noise-sensitive receptors include, but are not limited to, hospitals, schools, daycare facilities, elderly housing, and convalescent facilities. These are areas where the occupants are more susceptible to the adverse environmental effects, such as noise (USEPA 2017). The project site is surrounded by development with varying sensitivity to noise impacts. The nearest noise-sensitive land uses to the project site include a private single-family residence, located approximately 367 feet southeast from the boundary of the project site; medical offices, located approximately 290 feet southwest from the boundary of the project site; and a financial office, located approximately 120 feet northwest from the boundary of the project site.

Environmental Evaluation

- a) ***Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

The proposed project includes replacement of the existing Traffic Way bridge and would require decommissioning of the existing bridge, excavation, and construction of the new bridge over a 27-month construction period. Typical construction noise for the project would be between approximately 80 and 90 dB. The nearest noise-sensitive receptors to the project site include a private single-family residence, located approximately 367 feet southeast from the boundary of the project site; medical offices, located approximately 290 feet southwest from the boundary of the project site; and a financial office, located approximately 120 feet northwest from the boundary of the project site. Noise from construction activities may intermittently dominate the noise environment in the immediate vicinity of construction. Construction noise would be short term, intermittent, and often overshadowed by existing local traffic noise from surrounding roadways, including US 101 to the west and West Branch Street to the north.

There is potential for nearby sensitive receptor locations to experience intermittent exceedances of noise thresholds for office and residential uses set forth in the City's Noise Element. Noise produced by construction equipment would be reduced over distance at a rate of about 6 dB per doubling of distance

over hard sites (e.g., pavement) and 7.5 dB per doubling of distance over soft sites (e.g., grass). Therefore, construction noise ranging between 80 and 90 dB at 50 feet would be reduced to noise levels between 68 and 78 dB at 200 feet and between 62 and 72 dB at 400 feet, which would exceed the maximum allowable noise exposure from transportation noise sources threshold set forth in the City's Noise Element. However, noise standards set forth in the City's Noise Element are intended to be used for planning purposes to avoid noise conflicts between existing and proposed land uses. Noise sources associated with construction, provided such activities do not take place before 7:00 a.m. or after 10:00 p.m. on any day except Saturday or Sunday or before 8:00 a.m. or after 5:00 p.m. on Saturday or Sunday, constitute an exception to the City's noise standards. Mitigation Measure N-1 has been included to ensure construction activities comply with timing established in the City Municipal Code. Mitigation Measure N-2 has been included to require mufflers on all combustion engines during project construction to further reduce construction-related noise impacts. Therefore, project construction activities would not result in noise levels in the vicinity of the project in excess of the standards established in the City's General Plan or Noise Ordinance.

Temporary closure of Traffic Way during construction would require a temporary traffic detour route through the Village Core of the city, which includes the temporary conversion of Bridge Street to a one-way, two-lane road in the northbound direction and diversion of southbound traffic to alternate routes, such as Mason Street, South Halcyon Road, or US 101. Implementation of detours could result in a temporary increase in vehicle traffic and associated noise near residential and office uses along these alternative routes. Typically, a doubling in traffic would result in an increase in noise that is perceptible to the human ear. Vehicle traffic would be diverted to several roadways and would not be limited to a single route; therefore, doubling of vehicle traffic is not anticipated to occur along a single roadway. Ambient noise along these roadways is already dominated by existing vehicle traffic; therefore, any additional diverted trips would result in a short-term proportionate ~~marginal~~ increase in existing noise levels to which surrounding uses are generally accustomed to. According to City Municipal Code Section 9.16.030, construction and construction-related noise sources are exempt from the City's noise standards between the hours of 7:00 a.m. and 10:00 p.m. Monday through Friday and 8:00 a.m. and 5:00 p.m. Saturday and Sunday. Proposed detours would be temporary in nature and would not result in a new, permanent source of mobile noise near residential, office, or other noise-sensitive land uses. Therefore, a temporary increase in vehicle traffic would not generate a substantial permanent or temporary increase in ambient noise and would not exceed noise standards established in the City's General Plan or Noise Ordinance.

Upon implementation of Mitigation Measures N-1 and N-2 to reduce temporary construction-related noise near noise-sensitive land uses, implementation of the project would not result in an increase in ambient noise that would be inconsistent with the City's General Plan or Noise Ordinance. Therefore, potential impacts would be *less than significant with mitigation*.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

The proposed project includes replacement of the existing Traffic Way bridge and would require decommissioning of the existing bridge, excavation, and construction of the new bridge over a 97-month construction period. The Federal Highway Administration (FHWA) establishes a 25-foot distance reference point from residential structures to measure the severity of potential vibration impacts (measured by peak particle velocity [ppv]) (FHWA 2018). With regard to human perception, vibration levels would begin to be perceptible at levels of 0.04 inches per second (in/sec) ppv for continuous events and 0.25 in/sec ppv for transient events. Based on Federal Transit Administration (FTA) vibration standards for general construction equipment, typical equipment (e.g., large bulldozer) would generate a maximum vibration level of approximately 0.089 in/sec at 25 feet, which is less than the FTA's most stringent vibration standard for older residential structural damage of 0.5 in/sec and would be

intermittently perceptible to surrounding receptors but below the thresholds for annoyance (FTA 2018). The typical vibration source levels generated by construction equipment are identified in Table 10 below.

Table 10. Representative Vibration Source Levels for Construction Equipment

Equipment	Peak Particle Velocity at 25 feet (in/sec)
Large bulldozer	0.089
Caisson drilling	0.089
Loaded trucks	0.076
Jackhammer	0.035
Small Bulldozers	0.0003

While some construction activities may result in perceptible vibration, the project-generated vibration levels would be well below the thresholds identified as having the potential to adversely affect surrounding historic buildings, such as the two locally designated historic properties at 139 and 145 West Branch Street (SWCA 2021b), and the majority of construction activities and resulting vibration would not be at levels perceptible to humans. In addition, Mitigation Measure N-1 has been included to ensure construction activities comply with timing established in the City Municipal Code to further reduce potential annoyance caused by construction-related vibration to sensitive receptor locations.

The project is not anticipated to adversely affect nearby sensitive receptor locations due to construction-related vibration because surrounding private residences are all located more than 25 feet from the project limits, no significant vibration-inducing construction methods (such as pile driving) would be used during reconstruction or reinforcement of the slope, and construction activities would be conducted in accordance with allowable construction hours identified in the City Municipal Code. Therefore, impacts would be *less than significant with mitigation*.

- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?**

The project site is located approximately 2.5 miles northeast of the Oceano County Airport. Based on the *Airport Land Use Plan for the Oceano County Airport*, the project site is not located within any of the airport noise contours (County of San Luis Obispo 2007). Therefore, the project would not have the potential to expose people residing or working in the project area to excessive noise levels due to proximity to airport facilities and *no impacts* would occur.

Conclusion

Mitigation Measure N-1 has been included to ensure construction noise would be limited to the hours of 7:00 a.m. to 9:00 p.m. on weekdays and 8:00 a.m. to 5:00 p.m. on weekends, in accordance with Caltrans Standard Specifications and City Municipal Code Requirements. In addition, Mitigation Measure N-2 would further reduce construction-related noise by requiring mufflers on all combustion engines during proposed construction activities. Construction noise would be short term, intermittent, and limited to applicable daytime hours per City standards. With implementation of the identified mitigation measures to further reduce construction-related noise, impacts would be less than significant.

Mitigation Measures

- MM N-1** Noise-generating construction activities shall be limited to the daytime hours of 7:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturday through Sunday, excluding legal holidays observed by the City during which no noise-generating construction activities shall be allowed. Any exceptions to this period of time would need to be authorized by the City of Arroyo Grande on a case-by-case basis and would be subject to the City of Arroyo Grande Noise Standards.
- MM N-2** Internal combustion engines for construction equipment shall be equipped with the muffler recommended by the manufacturer. Internal combustion engines shall not be operated on the job site without the appropriate muffler.

XIV. Population and Housing

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Setting

As of 2021, the City's population is an estimated 17,854, which has slightly decreased from the City's estimated population of 17,976 in 2019 (World Population Review 2021; U.S. Census Bureau 2010). The city has an estimated population density of 3,007 people per square mile. The median age in Arroyo Grande is 44.6 years old. The city's demographics are made up of 84.8% White, 4.2% Asian, 1.7% Native American, 0.9% Black or African American, 0.4% Native Hawaiian or Pacific Islander, and 7.9% other (World Population Review 2021). There are approximately 7,026 households within the city with an average household size of 2.53 persons. The city has a home ownership rate of 67.5%. The city has a poverty rate of ~~is~~ 6.16% and an unemployment rate of 2.1% (World Population Review 2021).

Environmental Evaluation

- a) *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?***

The project includes replacement of the existing Traffic Way bridge. The project does not include the development of new residential development that could directly induce substantial unplanned population growth. The project does not include development of new businesses, extension of existing roads, or development of new roads or other infrastructure that could facilitate indirect unplanned population growth. Construction of the project would result in a short-term increase in construction workers in the area; however, it is anticipated the workers would come from the local work force or commute to the site and would not require housing within the city. Operation of the project may include infrequent repair or

maintenance trips on an as-needed basis by existing City employees; however, operation of the project is not anticipated to increase long-term employment opportunities within the city. Therefore, the project would not directly or indirectly induce substantial unplanned population growth and impacts would be *less than significant*.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

The project site is located adjacent to commercial businesses in all directions. There is housing located approximately 367 feet southeast from the boundary of the project site; however, there is no housing located immediately adjacent to the project site. The project would not displace existing housing or necessitate the construction of replacement housing elsewhere; therefore, *no impacts* would occur.

Conclusion

The project would not induce substantial unplanned population growth and would not result in the construction of new or displacement of existing housing. Therefore, impacts would be less than significant, and no mitigation is necessary.

Mitigation Measures

No mitigation is required.

XV. Public Services

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Setting

Fire Protection Services

The FCFA is a Joint Powers Authority (JPA) between the City of Arroyo Grande, City of Grover Beach, and Oceano Community Services District, serving a population of 37,000 in a 10-square-mile service area (FCFA 2021). The FCFA was created to increase service levels to citizens and visitors, ensure consistent

and professional training standards, and increase operational efficiencies. The FCFA currently operates out of three stations with an average response time of 6 minutes (FCFA 2021). The nearest FCFA Station to the project site is Station 1, approximately 300 feet south.

Police Protection Services

The Arroyo Grande Police Department (AGPD) provides public safety services for the city of Arroyo Grande. The AGPD is located at 200 North Halcyon Road in Arroyo Grande and consists of 29 full-time employees (AGPD 2021). The crime rate in the region is among the lowest in California. The AGPD responded to 17,137 documented incidents in 2016 and 17,925 documented incidents in 2017. At the same time, the AGPD has been able to maintain a response time for emergency calls at less than 2 minutes (AGPD 2021). The AGPD is located approximately 0.65 mile west of the project site. The California Highway Patrol (CHP) office, located at 4115 Broad Street in San Luis Obispo, serves South County, including the city of Arroyo Grande. The nearest CHP office is located approximately 9 miles north of the project site.

Schools

Arroyo Grande students in grades K through 12 are served by two school districts: San Luis Obispo Coastal Unified School District and Lucia Mar Unified School District (LMUSD). LMUSD covers 550 square miles and serves the adjoining communities of Arroyo Grande, Grover Beach, Nipomo, Oceano, Pismo Beach, and Shell Beach.

Parks

Arroyo Grande has 13 city parks, several sports facilities, and open space and wildlife preserve areas. The nearest park is Kiwanis Park located approximately 0.1 mile east of the project site.

Libraries

The City does not provide library services to City residents. This service is provided by the San Luis Obispo City-County Library system, which presently maintains the Arroyo Grande Library located at 800 West Branch Street, approximately 0.5 mile north of the project site.

Environmental Evaluation

- a) ***Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:***

Fire protection?

As discussed in Section XX, *Wildfire*, the project site is located in a developed portion of the city of Arroyo Grande in an LRA (CAL FIRE 2021). Temporary road detours could temporarily increase emergency response times in the area; however, alternative routes and additional measures would be implemented to ensure adequate emergency response to the project area (as described in Section 1.3.2, *Design Criteria and Construction Data*, above). In addition, Mitigation Measure HAZ-1 has been included to ensure adequate notice has been provided to local police and fire protection services prior to the implementation of any road closures or detours. The FCFA has not expressed concerns regarding fire protection services during construction of the project. Following construction, traffic circulation along Traffic Way and emergency response efforts would be consistent with existing conditions and would not

result in the need for new or expanded fire protection services. The project would replace the existing Traffic Way bridge and relocate existing utility infrastructure. The project does not include components that could permanently exacerbate fire risk or significantly increase demand on local fire protection services. The project would not result in the need for new or physically altered governmental facilities for fire protection. Therefore, impacts related to fire protection services for the project would be *less than significant with mitigation*.

Police protection?

Temporary road detours could temporarily increase emergency response times in the area during construction of the project; however, alternative routes would be available to ensure adequate emergency response to the project area (as described in Section 1.3.2, *Design Criteria and Construction Data*, above). Mitigation Measure HAZ-1 has been included to provide notice to local police and fire protection services prior to the implementation of proposed road closures and detour routes. The AGPD has not expressed concerns regarding police protection services during construction of the project. Following construction, traffic circulation along Traffic Way would be consistent with existing conditions and would not result in a permanent change to emergency response efforts that would require new or expanded police protection facilities. The project does not propose construction of new residential homes, businesses, or other facilities that would create an increased demand for police protection. The project would not result in the need for new or physically altered governmental facilities for police protection; therefore, impacts related to police protection for the project would be *less than significant with mitigation*.

Schools?

As discussed in Section XIV, *Population and Housing*, the project would not induce direct or indirect population growth. Implementation of the proposed project would not result in an increase of school-aged children in the area; therefore, the project would not create an increased demand on local schools and *no impacts* would occur.

Parks?

As discussed in Section XIV, *Population and Housing*, the project would not induce direct population growth. Implementation of the proposed project would not result in a population increase that could result in deterioration of existing recreation facilities or require the expansion of new facilities; therefore, the project would not create an increased demand on public recreation facilities and *no impacts* would occur.

Other public facilities?

As discussed in Section XIV, *Population and Housing*, the project would not induce direct population growth. The project does not propose features that would significantly increase the demand on public facilities such as libraries or post offices or result in the need for new or physically altered governmental facilities; therefore, *no impacts* would occur.

Conclusion

The proposed project would not result in the provision of or need for new or physically altered governmental facilities. Additionally, the project does not have the potential to induce unplanned growth. Consequently, the project would not increase demand for fire or police protection services, schools, parks, libraries, or other public facilities. Therefore, *no impacts* would occur, and no mitigation is necessary.

Mitigation Measures

Implement Mitigation Measure HAZ-1.

XVI. Recreation

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
(a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Setting

The *City of Arroyo Grande General Plan Parks and Recreation Element* states that it is the overall goal of the City to adequately provide for the recreational needs of residents and visitors of Arroyo Grande. The Parks and Recreation Element acts as a guide for the development of additional park and recreation facilities. The City currently funds public recreational facilities through the Quimby Act, federal and state grants, land dedications and easements, trail easements, development impact fees, user fees, general obligation bonds, revenue bonds, and cooperation with other agencies (City of Arroyo Grande 2001a).

Arroyo Grande prides itself on its beautiful array of parks, open space, and community recreational facilities. The City provides and maintains recreational facilities, including 13 parks, the Soto Sports Complex, fields and courts, and the James Way Oak Habitat open space and wildlife preserve (City of Arroyo Grande 2021b). The nearest park to the project site is Heritage Square Park, located approximately 1,000 feet east.

Environmental Evaluation

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?***

The proposed project includes replacement of the existing Traffic Way bridge and would not create a new use that would generate unplanned population growth or increase demand on existing recreational facilities. Therefore, implementation of the project would not result in deterioration of existing facilities, and *no impact* would occur.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?***

Traffic Way is currently designated as a Class II Bikeway in the *City of Arroyo Grande Bicycle & Trails Master Plan* (City of Arroyo Grande 2012). The project includes replacement of the Traffic Way bridge, including the existing bicycle lanes and pedestrian facilities. Following project construction, the Traffic

Way bridge would continue to provide a Class II bike lane and adequate pedestrian facilities as identified in the 2012 Bicycle & Trails Master Plan. The project does not include the development of new or expansion of existing recreation facilities, including bikeways; therefore, *no impacts* related to the construction or expansion of recreational facilities would occur.

Conclusion

Implementation of the proposed project would not result in increased use of existing recreational facilities that could result in deterioration. The project does not include the construction of new or expansion of existing recreational facilities. Following project construction, the Class II bike lane and pedestrian facilities would be maintained along Traffic Way. Therefore, *no impacts would occur*~~impacts would be less than significant~~, and mitigation is not required.

Mitigation Measures

No mitigation is required.

XVII. Transportation

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

The City's previous General Plan Circulation Element was adopted in 2001 and provides goals and policies to maintain an acceptable level of service (LOS), create a multi-modal circulation system, and coordinate land use and circulation (City of Arroyo Grande 2001a). The updated *City of Arroyo Grande General Plan Circulation Element* was recently adopted in 2021 (City of Arroyo Grande 2021a). The updated Circulation Element provides objectives and policy guidance for long-term planning and implementation of the transportation system needed to serve the City's projected development. The objectives and policies in the updated Circulation Element are closely correlated with the City's Land Use Element and other elements that comprise the General Plan and are intended to enhance travel choices for current and future residents, visitors, and workers. The updated Circulation Element also defines a preferred transportation system that reflects the City's financial resources and broader goals, including providing safe and convenient access for all modes of travel while preserving the local character of the community.

The 2019 RTP/SCS, adopted on June 5, 2019, is a long-term blueprint of San Luis Obispo County's transportation system (SLOCOG 2019). The RTP/SCS identifies and analyzes transportation needs of the region and creates a framework for project priorities. SLOCOG represents and works with the County and the cities within the county in facilitating the development of the RTP/SCS.

Traffic Way is classified as an on-system arterial road based on Caltrans CRS Map 8S45 and the updated Circulation Element. The original bridge was constructed in 1932 and consists of six 38-foot spans, for a total bridge length of 228 feet. The bridge was originally part of the highway system and was relinquished to the City in 1960. The bridge is a cast-in-place reinforced concrete tee-beam with a longitudinal construction joint near the bridge centerline. The bridge measures 40 feet between curbs and has 6-foot sidewalks on both sides with an open concrete railing that was mounted to the edge of the bridge. The bridge originally carried four lanes of traffic but was reconfigured around 2008 to have three lanes of through traffic with shoulders for a Class II bike route.

Traffic Way north of the bridge has three lanes with shoulders and sidewalks and quickly transitions into an intersection with West Branch Street, approximately 300 feet north of the project site. South of the bridge, Traffic Way is wider to account for a right-turn pocket onto Station Way and parking is allowed on the north side of the roadway. Traffic volumes through the site are approximately 9,600 vehicles per day per the 2016 Bridge Inspection Report. Traffic Way has a posted speed limit of 35 mph in both directions.

Environmental Evaluation

a) *Would the project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

Traffic Way bridge provides passage over Arroyo Grande Creek. Based on the 2016 Bridge Inspection Report, traffic volumes through the site are approximately 9,600 vehicles per day. Traffic Way is classified as an urban arterial roadway and has an estimated future ADT rate of 11,000. The project proposes replacement of the existing bridge and would include the same number of vehicle lanes, Class II bicycle lanes, and pedestrian facilities (sidewalks, light posts, and fencing) as the existing bridge structure. Operation of the project may result in infrequent maintenance trips on an as-needed basis, consistent with existing operations, and would not increase vehicle trips to or from the project site. Therefore, the project would be consistent with the updated Circulation Element and the 2019 RTP/SCS, which aims to reduce VMT and provide opportunities for alternative modes of transportation.

Traffic Way is designated as a Class II Bikeway (Bike Lane) in the updated Circulation Element. The bike lane is currently striped on Traffic Way from the intersection of West Branch Street to the northbound US 101 off-ramp intersection with Traffic Way. When Traffic Way is temporarily closed for construction of the bridge, bicycle traffic would be required to utilize a signed detour route towards Bridge Street, which is an existing bike route, and would allow users continued access to their desired destination. Bicycle traffic through the Village of Arroyo Grande would be maintained throughout construction. Following construction activities, Traffic Way would be returned to a Class II bike lane, which is consistent with the updated Circulation Element.

A pedestrian stairway adjacent to the existing bridge, and the pedestrian walkway on Traffic Way and across the existing bridge, provide pedestrian access from Branch Street to Village Creek Plaza. The pedestrian stairway and pedestrian access on the existing bridge would be temporarily closed during construction. However, pedestrian access to Village Creek Plaza from Branch Street would be maintained via the proposed temporary roadway detour using Traffic Way south of the construction area, the existing pedestrian crosswalk on Traffic Way at Station Way, Nelson Street, and Bridge Street to Branch Street. Following construction, the pedestrian stairway and pedestrian access on the bridge and Traffic Way

would be fully restored. Therefore, the project would be consistent with the updated Circulation Element, which aims to provide ample pedestrian and bicycle facilities.

The project would be consistent with the updated Circulation Element and 2012 Bicycle & Trails Master Plan; therefore, impacts would be *less than significant*.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

According to the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (California Governor's Office of Planning and Research [OPR] 2018), projects that would not generate a potentially significant level of VMT, that are consistent with an SCS or general plan, or that would generate or attract fewer than 110 trips per day would not result in significant transportation impacts. The project does not propose features that would increase long-term circulation to or from the project site. During operation, a negligible number of trips may be required for infrequent maintenance activities on an as-needed basis, consistent with existing operations. Implementation of the project would not result in or exceed 110 trips per day and would not generate a significant increase in VMT. Therefore, project impacts would be *less than significant*.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

During project construction, temporary restriping along East Branch Street, Mason Street, and Bridge Street would allow traffic to navigate through the project area more efficiently. In addition, a temporary signal system and restriping at the Fair Oaks/US 101 southbound off-ramp intersection and restriping and/or barriers south of Nelson Street would further accommodate temporary detour traffic. The proposed temporary roadway detour would require the temporary loss of 17 existing on-street parking spaces. Thirteen of those on-street parking spaces and one on-street loading zone are located on the north side of West Branch Street between Bridge Street and Traffic Way. The temporary loss of on-street parking spaces is necessary to accommodate restriping of Branch Street for two northbound lanes.

The temporary restriping and removal of street parking spaces along East Branch Street and Bridge Street would result in the removal of a barrier between moving vehicles and pedestrians. However, there is adequate space within the adjacent sidewalk to safely accommodate pedestrians and current speed limits would limit vehicle speeds in these areas to 25 mph. In addition, additional traffic controls would be implemented to maximize clarity and safety of the detour plan. These traffic controls would include high-visibility signage, including use of retroreflective and/or fluorescent materials, traffic cones and/or fencing, temporary stop controls, etc. and would be designed and implemented in accordance with the U.S. Department of Transportation Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD). Traffic control plans for handling traffic and pedestrians in construction zones and for protection of workers would be required to conform with requirements set forth in Title 23 of the Code of Federal Regulations, Subpart J: Traffic Safety in Highway and Street Work Zones. Based on the remaining sidewalk capacity for pedestrians, current 25mph speed limits, implementation of mandatory safety control measures, and the temporary nature of the detour plan, potential hazards to human safety resulting from implementation of the detour plan would be less than significant. For additional analysis regarding noise impacts on nearby receptors resulting from the detour plan, see Section XIII, *Noise* (threshold *a*), and for additional analysis regarding air pollutant impacts on nearby receptors resulting from the implementation of the detour plan, see Section III, *Air Quality* (threshold *c*).

Traffic Way is classified as an urban arterial roadway and, per AASHTO standards, lane widths for urban arterial roads can vary from 10 feet to 12 feet depending on the surrounding conditions. The project

includes three 11-foot lanes, which would match the existing stripes and geometry of the approach roadway. Per AASHTO standards, it is recommended that a Class II bike route includes 5-foot minimum shoulders next to vertical curb faces. In addition, current Caltrans standards recommend 6-foot sidewalks on all structures. In order to be consistent with existing roadway design standards and recommendations, the overall bridge width would measure 59 feet and 4 inches. The project would be consistent with AASHTO and Caltrans roadway design standards and recommendations. Therefore, implementation of the project would not result in hazards due to proposed roadway design measures and impacts would be *less than significant*.

d) Would the project result in inadequate emergency access?

Construction of the project would occur over a ~~97~~-month period and would likely require closure and/or traffic controls along Traffic Way and surrounding roadways. FCFA Station 1 is located approximately 300 feet south of the Traffic Way bridge along Traffic Way and road closures and/or traffic controls may impact FCFA emergency response times. In order to maintain access, FCFA Station 1 would be provided a GPS EVP device during the construction phase to transmit a signal to the controller box and allow northbound traffic along Traffic Way a green during a call for emergency response. It is anticipated that this situation would be mostly prominent during the school year due to an increase in vehicle traffic along Traffic Way. Since most of the construction would occur during the summer, impacts related to emergency response would be limited. Other emergency response vehicles would be able to access the project area through temporary road detours through the city. Based on proposed features to allow emergency access during construction, the project would not result in significant impacts related to FCFA emergency access. Following construction of the project, Traffic Way would be fully operational and would provide adequate emergency access. Therefore, potential impacts related to emergency access would be *less than significant*.

Conclusion

The project would be consistent with the updated Circulation Element and 2012 Bicycle & Trails Master Plan. The project would generate a negligible amount of vehicle trips to and from the project site during operation and would not exceed the established VMT threshold of 110 trips per day. Roadway design of Traffic Way would be subject to AASHTO and Caltrans standards and recommendations and would not result in hazardous features. The project includes components that would allow for emergency access during temporary closure of Traffic Way. Additionally, operation of the project would not result in inadequate emergency access. Therefore, impacts related to transportation would be less than significant, and no mitigation is necessary.

Mitigation Measures

No mitigation is required.

XVIII. Tribal Cultural Resources

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
(a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Setting

The project is located within lands traditionally occupied by the Obispeño Chumash. The term Chumash initially applied only to the people living on Santa Cruz Island (SWCA 2021a). Chumash now refers to the entire linguistic and ethnic group of societies that occupied the coast between San Luis Obispo and northwestern Los Angeles County, including the Santa Barbara Channel Islands, and inland to the southern edge of the San Joaquin Valley. Neighboring groups included the Salinan, Southern Valley Yokuts and Tataviam on the north, and the Gabrielino (Tongva) to the east. Chumash place names in the project vicinity include Pismu (Pismo Beach), Tematatimi (along Los Berros Creek), and Tilhini (near San Luis Obispo) (SWCA 2021a).

Most Chumash managed to maintain a presence in the area into the early twentieth century as cowboys, farmhands, and town laborers. The Catholic Church provided some land near Mission Santa Inés for ex-neophytes. This land eventually was deeded to the U.S. government in 1901 as the 127-acre Santa Ynez Reservation. Since the 1970s, Chumash descendants living in the city of Santa Barbara and the rural areas of San Luis Obispo, Santa Barbara, and Ventura Counties have formed social and political organizations to aid in cultural revitalization, to protect sacred areas and archaeological sites, and to petition for federal recognition. Today, the Santa Ynez Band of Chumash Indians is the only federally recognized Chumash tribe (SWCA 2021a).

Approved in 2014, AB 52 added tribal cultural resources to the categories of resources that must be evaluated under CEQA. Tribal cultural resources are defined as either of the following:

1. Sites, features, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:
 - a. Included or determined to be eligible for inclusion in the CRHR; or
 - b. Included in a local register of historical resources as defined in PRC Section 5020.1(k).

2. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in PRC Section 5024.1(c). In applying these criteria for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American Tribe.

Recognizing that tribes have expertise with regard to their tribal history and practices, AB 52 requires lead agencies to provide notice to tribes that are traditionally and culturally affiliated with the geographic area of a proposed project if they have requested notice of projects proposed within that area. If the tribe requests consultation within 30 days upon receipt of the notice, the lead agency must consult with the tribe regarding the potential for adverse impacts on tribal cultural resources as a result of a project. Consultation may include discussing the type of environmental review necessary, the presence and/or significance of tribal cultural resources, the level of significance of a project's impacts on the tribal cultural resources, and available project alternatives and mitigation measures recommended by the tribe to avoid or lessen potential impacts on tribal cultural resources.

As part of background research for the ASR prepared for this project, the NAHC was contacted on March 16, 2020, requesting a search of their Sacred Lands File for traditional cultural resources. The NAHC responded on March 17, 2020, indicating the results of the Sacred Lands File search were positive, and previous studies had been conducted within the project area. The NAHC also provided a list of 11 Native American groups, which were contacted on April 13, 2020. The following is a summary of received responses:

- Patti Dunton, Tribal Administrator of the Salinan Tribe of Monterey and San Luis Obispo Counties, did not have any specific information regarding cultural resources in the project area but requested that a cultural resource specialist from her tribe be present on-site for the proposed undertaking.
- Mona Tucker, Chair of the *yak tit'u tit'u yak tilhini* Northern Chumash Tribe of San Luis Obispo County and Region, recognized the importance of the project area and requested to receive a copy of the results of the records search and conduct a site visit.

Per AB 52 requirements, the City provided the opportunity for tribal consultation on July 1, 2021. Nine tribes were contacted, and the following response was received:

- The Tribal Elders' Council for the Santa Ynez Band of Chumash Indians did not request any further consultation based on the existing scope of the project and requested to be notified if the existing scope of the project were to change.

There have been no other responses as of December 6, 2021.

Environmental Evaluation

- a) ***Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:***
 - a-i) ***Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?***
 - a-ii) ***A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.***

The City has provided notice of the opportunity to consult with appropriate tribes per the requirements of AB 52. As discussed in Section IV, *Cultural Resources*, based on desktop-level review and field investigation, the project site is not anticipated to contain tribal cultural resources that have been listed or been found eligible for listing in the CRHR or in a local register of historical resources as defined in PRC Section 5020.1. The project is located within and adjacent to Arroyo Grande Creek and would require excavation and vegetation removal for construction of the proposed bridge. Based on the ASR prepared for the project, there are no previously recorded archaeological resource sites within the project area and field surveys did not identify any unknown resources (SWCA 2021a). Therefore, proposed ground disturbance activities are not anticipated to adversely affect known or unknown tribal cultural resource sites present within the project area. In addition, based on the scope of the project, there were no requests for consultation from tribes contacted per AB 52 requirements. Mitigation Measure CR-1 has been included in the unlikely event unknown tribal cultural resources are uncovered during proposed ground-disturbing activities. Mitigation Measure CR-1 requires that work be halted in the vicinity of the find until a qualified archaeologist can assess the significance of the find. Implementation of the identified mitigation measure would ensure protection of tribal cultural resources during implementation of the project; therefore, impacts would be *less than significant with mitigation*.

Conclusion

There is potential for unknown tribal cultural resources to be present within the project area. Mitigation CR-1 has been included to mitigate impacts related to discovery of tribal cultural resources during ground-disturbing construction activities. Therefore, with implementation of the identified mitigation measure, impacts would be less than significant.

Mitigation Measures

Implement Mitigation Measure CR-1.

XIX. Utilities and Service Systems

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>Would the project:</i>				
(a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

Utilities would be served by both the City and other regional entities. Water and wastewater services within the City are provided by the City Public Works Department. The City has a franchise agreement with South County Sanitary Service for collection, diversion, and disposal of solid waste and is served by the Cold Canyon Landfill, located approximately 2 miles north of the city in unincorporated San Luis Obispo County. The Cold Canyon Landfill currently has a daily capacity of 1,650 tons per day and an estimated remaining capacity of 13,000,000 cubic yards. Currently, the estimated closure date for this landfill is December 31, 2040 (California Department of Resources Recycling and Recovery [CalRecycle] 2019).

There is existing utility infrastructure that crosses the Traffic Way bridge and/or is located within the project footprint, including PG&E electrical lines, AT&T lines, a City water line, and a City storm drain system.

Environmental Evaluation

- a) *Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?***

As previously described, there is existing utility infrastructure that crosses the Traffic Way bridge and/or is located within the project footprint, including PG&E electrical lines, AT&T lines, a City water line, and

a City storm drain system. The project includes replacement of the existing Traffic Way bridge and would require relocation of existing utility infrastructure during construction of the new bridge. Implementation of the proposed project has the potential to result in impacts to air quality, biological resources, cultural resources, geology and soils, GHG emissions, energy, hazards and hazardous materials, hydrology and water quality, noise, public services, tribal cultural resources, and wildfire. As described in the corresponding resource sections, implementation of Mitigation Measures AQ-1 and AQ-2, BIO-1 through BIO-9, CR-1, GEO-1, HAZ-1, and N-1 and N-2 would avoid and/or minimize potential environmental impacts to less-than-significant levels. Therefore, impacts would be less than *significant with mitigation*.

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

The project does not require any connections to water and would not require any long-term operational water use. During construction, water may be used for dust suppression; however, any water used during construction would be limited in volume and would be supplied from off-site sources. The project includes relocation of an existing City water pipe; however, the project would not increase or change the existing use of the City's water supply. Therefore, *no impact* would occur.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Operation of the project does not include connection to any public or private wastewater treatment providers. Portable restrooms would likely be used by workers and other personnel throughout the construction period; therefore, the project would not require short- or long-term connections to wastewater treatment providers, and *no impact* would occur.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Construction of the project may result in a temporary increase in solid waste, which would be disposed of in accordance with applicable state and local laws and regulations. The project would be serviced by Cold Canyon Landfill, which has a remaining capacity of 13,000,000 cubic yards and an estimated closure date of 2040 (CalRecycle 2019). Operation of the project would result in infrequent maintenance on an as-needed basis, consistent with existing operations, and would not generate waste in excess of state or local standards or in excess of the capacity of local infrastructure; therefore, impacts would be *less than significant*.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

As previously described, operation of the project would not result in the long-term generation of solid waste. Construction-related waste (i.e., excavated soils) would be disposed of according to federal and state regulations. The project would not generate long-term solid waste and would be compliant with solid waste reduction statutes and regulations. Therefore, impacts would be *less than significant*.

Conclusion

The project would require the relocation of existing utility infrastructure that may have adverse environmental impacts. Mitigation Measures AQ-1 and AQ-2, BIO-1 through BIO-9, CR-1, GEO-1, HAZ-1, and N-1 and N-2 have been included to reduce potential adverse impacts to less than significant.

The project does not require connection to the City's water supply or wastewater system. In addition, the project would not result in solid waste in exceedance of federal, state, or local regulations. Therefore, with implementation of the identified mitigation, impacts related to utilities and service systems would be less than significant.

Mitigation Measures

Implement Mitigation Measures AQ-1 and AQ-2, BIO-1 through BIO-9, CR-1, GEO-1, HAZ-1, and N-1 and N-2.

XX. Wildfire

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<i>If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:</i>				
(a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Setting

In central California, the fire season usually extends from May through October; however, recent events indicate that wildfire behavior, frequency, and duration of the fire season are changing in California. FHSZs are defined by CAL FIRE based on the presence of fire-prone vegetation, climate, topography, assets at risk (e.g., high population centers), and a fire protection agency's ability to provide service to the area (CAL FIRE 2007). FHSZs throughout the county have been designated as "Very High," "High," or "Moderate." In San Luis Obispo County, most of the area that has been designated as a "Very High Fire Hazard Severity Zone" is located in the Santa Lucia Mountains, which extend parallel to the coast along the entire length of the county. The Moderate FHSZ designation does not mean the area cannot experience a damaging fire; rather, it indicates that the probability is reduced, generally because the number of days a year that the area has "fire weather" is less than in high or very high FHSZs. The city of Arroyo Grande, including the project site, is located within an LRA, and is not a designated FHSZ (CAL FIRE 2021).

The City's Safety Element includes the objective of reducing the threat to life, structures, and the environment caused by fire and includes specific policies related to pre-fire management; availability of facilities, equipment, and personnel; readiness and response; and loss prevention (City of Arroyo Grande 2001a).

The Multi-Jurisdictional LHMP was originally adopted in 2013 and modified in 2015. The intention of the LHMP is to implement practical mitigation solutions to minimize risk of hazards within each city covered by the LHMP. The plan includes specific action items related to fire hazard mitigation within each jurisdiction (Mathe 2015).

Environmental Evaluation

a) *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?*

The project site is located in an urbanized portion of the city within an LRA (CAL FIRE 2021). The project includes replacement of the Traffic Way bridge that allows traffic to cross over Arroyo Grande Creek in the central portion of the city. Construction activities would result in the temporary closure of the Traffic Way bridge and may require other traffic controls and detours on surrounding roadways. The construction period would extend approximately 27 months and temporary closures of roadways and associated detours may result in temporary delays in emergency response and evacuation in the city. Any short-term road closures or traffic controls would be required to provide prior notice and use proper detour signage for public safety and circulation.

FCFA Station 1 is located approximately 300 feet south of the Traffic Way bridge along Traffic Way and road closures and/or traffic controls may impact FCFA emergency response times. In order to maintain access, FCFA Station 1 would be provided a GPS EVP device during the construction phase to transmit a signal to the controller box and allow northbound traffic a green light during a call for emergency response. While this situation would be most prominent during the school year due to an increase in vehicle traffic along Traffic Way, year-round visitor serving uses would continue to contribute to congestion within the project area during construction activities. Additionally, since wildfire occurrence is highest during the summer, it can be assumed that an increase in calls for fire protection services would occur during this time. In addition to the provision of a GPS EVP device, Mitigation Measure HAZ-1 has been included to provide notice to local fire protection services prior to the implementation of any road closures or detour routes. The project would also implement road detours that would maintain public access throughout the city during closure of Traffic Way. Based on implementation of Mitigation Measure HAZ-1 and proposed components to allow emergency access during construction, the project would not result in significant impacts related to FCFA emergency access.

The project would result in the replacement of the Traffic Way bridge to avoid potential risk to the public related to scour and would not result in the permanent closure of Traffic Way bridge or surrounding roadways that could impede long-term emergency access and/or evacuation. Therefore, the project would not substantially impair or interfere with the City's Safety Element, the Multi-Jurisdictional LHMP, or other emergency response or evacuation plans; therefore, impacts would be *less than significant with mitigation*.

b) *Due to slope, prevailing winds, and other factors, if located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?*

The project area is located in a developed portion of the city in an LRA and is not designated as a State Responsibility Area (SRA) or FHSZ. The average wind speed in the city ranges from 7.1 to 9.5 mph, with the highest wind speeds occurring between the months of April and May (WeatherSpark 2021). The project would result in the replacement of the Traffic Way bridge, which would reduce risk related to

erosion surrounding the foundation of the bridge. Replacement of the existing bridge would not result in a long-term increase in fire hazard within the project area. However, since construction would be limited to the dry season (June 1-October 15), there is potential for construction activities to increase the risk of wildfire ignition at the project site. The project would be required to comply with IFC Section 3312, which establishes regulations to reduce the risk of wildfire ignition during construction and demolition activities. Regulations include, but are not limited to, prohibiting smoking at the site, removal of combustible waste materials (i.e., paper, rags, wood, etc.) from the project site, identifying proper refueling methods, and establishing equipment standards. In addition, the project would not result in the development of new buildings that could expose project occupants to wildfire risks or otherwise exacerbate wildfire risks; therefore, impacts would be *less than significant*.

c) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

According to the CAL FIRE FHSZ Viewer, the project site is not located within or near an SRA (CAL FIRE 2021). There is existing utility infrastructure that crosses the Traffic Way bridge and/or is located within the project footprint, including PG&E electrical lines, AT&T lines, a City water line, and a City storm drain system. The project includes replacement of the existing Traffic Way bridge and would require relocation of existing utility infrastructure with the construction of the new bridge. As previously identified, construction would be limited to the dry season (June 1-October 15), which has the potential to increase the risk of wildfire ignition during utility installation at the project site. The project would be required to comply with provisions of IFC Section 3312, including regulations and standards to reduce the potential for the use of construction equipment at the project site to generate sparks or otherwise increase the risk of wildfire. The project would not result in development or installation of additional or extended roads, fuel breaks, or utilities that may exacerbate long-term fire risk within the project area. Therefore, potential impacts would be *less than significant*.

d) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

According to the CAL FIRE FHSZ Viewer, the project site is not located within or near an SRA (CAL FIRE 2021). The project site is located in a developed portion of the city and would not be exposed to significant wildfire risk. The project site consists of an existing bridge over Arroyo Grande Creek and is characterized by relatively flat topography. Implementation of the project is not anticipated to result in downslope or downstream flooding or landslides as a result of runoff, post-fire slope instability, or drainage changes because the project site has a low potential for wildfire that could result in post-fire ground failure events. Therefore, impacts would be *less than significant*.

Conclusion

The project site is not located in an SRA. In addition, the project does not include components that would significantly increase the potential for long-term wildfire within the project area. The project would be required to comply with Mitigation Measure HAZ-1 to ensure adequate emergency access is maintained throughout construction and IFC Section 3312 to reduce the potential for wildfire ignition during project construction. Since there is low potential for wildfire, implementation of the project is not anticipated to result in any post-fire ground failure or other events. Therefore, impacts would be less than significant with mitigation.

Mitigation Measures

Implement Mitigation Measure HAZ-1.

XXI. Mandatory Findings of Significance

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
(a) 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 or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) 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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Environmental Evaluation

- a) 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 or eliminate important examples of the major periods of California history or prehistory?**

As discussed in the preceding sections, the project has the potential to significantly degrade the quality of the environment, including effects on biological resources. During construction, ground disturbance within and adjacent to Arroyo Grande Creek and construction of the project may affect biological resources, including sensitive and special-status species, sensitive natural communities, and wetland resources. Mitigation measures are identified to reduce potential impacts a less-than-significant level, including, but not limited to, measures intended to prevent the inadvertent take of special-status plants and animals, avoid the spread of invasive species, reduce impacts to arroyo willow thicket and associated riparian vegetation, and avoid or minimize potential impacts to Arroyo Grande Creek.

- b) 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)?**

When project impacts are considered along or in combination with other impacts, the project-related impacts may be significant. Construction and operation of the project have the potential to create erosion and down-gradient sedimentation, result in accidental spill or commonly used hazardous materials, generate air quality emissions, generate excessive construction noise, and disturb special-status biological resources, paleontological resources, and cultural resources. Mitigation measures have been incorporated into the project to reduce project-related impacts to a less-than-significant level. Based on implementation of identified project-specific mitigation measures, the cumulative effects of the proposed project would be less than significant.

- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?**

Implementation of the project would result in the generation of pollutants, which may affect air quality and/or water quality. The project may result in accidental spill of commonly used hazardous materials. In addition, the project may generate excessive noise during proposed construction activities. Mitigation measures have been developed that would reduce these project-specific impacts to a less-than-significant level; therefore, the project would not result in substantial, adverse environmental effects to human beings, either directly or indirectly.

Conclusion

With implementation of Mitigation Measures AQ-1 and AQ-2, BIO-1 through BIO-9, CR-1, GEO-1, HAZ-1, and N-1 and N-2, impacts would be less than significant with mitigation.

3 REFERENCES

- American Association of State Highway and Transportation Officials (AASHTO). 2018. *A Policy on Geometric Design of Highways and Streets*. Seventh Edition. 2018.
- Arroyo Grande Police Department (AGPD). 2021. About AGPD. Available at: <http://www.agpd.org/260/About-AGPD>. Accessed September 2021.
- California Department of Conservation (CDOC). 2015. Fault Activity Map of California. Available at: <https://maps.conservation.ca.gov/cgs/fam/>. Accessed September 2021.
- _____. 2016. California Important Farmland Finder. Available at: <https://maps.conservation.ca.gov/DLRP/CIFF/>. Accessed September 2021.
- California Department of Forestry and Fire Protection (CAL FIRE). 2007. Draft Fire Hazard Severity Zones in Local Responsibility Areas. Available at: http://frap.fire.ca.gov/webdata/maps/san_luis_obispo/fhszl06_1_map.40.pdf. Accessed September 20, 2021.
- _____. 2021. Fire Hazard Severity Zone Viewer. Available at: <https://egis.fire.ca.gov/FHSZ/>. Accessed September 20, 2021.
- California Department of Resources Recycling and Recovery (CalRecycle) 2019. SWIS Facility/Site Activity Details Cold Canyon Landfill, In. (40-AA-0004). Available at: <https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/1509?siteID=3171>. Accessed September 20, 2021.
- California Department of Toxic Substances Control (DTSC). 2021. EnviroStor. Available at: <https://www.envirostor.dtsc.ca.gov/public/>. Accessed September 15, 2021.
- California Department of Transportation (Caltrans). 2019. *Caltrans Seismic Design Criteria*. Version 2.0. April. Available at: <https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/seismicdesigncriteria-sdc/202007-seismicdesigncriteria-v2-a11y.pdf>. Accessed April 2021.
- _____. 2020. Bridge Inspection Report. Prepared by Caltrans Structure Maintenance and Investigations. Prepared for the City of Arroyo Grande. October 31, 2020.
- _____. 2021a. California Road System – Functional Classification. Available at: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=026e830c914c495797c969a3e5668538>. Accessed September 23, 2021.
- _____. 2021b. *Local Assistance Procedures Manual*. Available at: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>. Accessed September 22, 2021.
- _____. 2021c. Scenic Highways Mapper. Available at: http://gisdata.dot.ca.gov/arcgis/rest/services/Highway/Scenic_Highways/MapServer. Accessed September 2021.
- California Geologic Survey (CGS). 2015. Mineral Land Classification Maps. California Geologic Survey Information Warehouse. Available at: <https://maps.conservation.ca.gov/cgs/informationwarehouse/mlc/>. Accessed September 2021.

- California Governor's Office of Planning and Research (OPR). 2018. *Technical Advisory on Evaluation Transportation Impacts in CEQA*. December. Available at: https://www.opr.ca.gov/docs/20190122-743_Technical_Advisory.pdf. Accessed July 14, 2021.
- California Public Utilities Commission (CPUC). 2005. *DCPP Steam Generator Replacement Project Draft Environmental Impact Report*. Available at: https://ia.cpuc.ca.gov/environment/info/aspen/diablocanyon/deir/d05_geology.pdf. Accessed September 22, 2021.
- Central Coast Regional Water Quality Control Board (RWQCB). 2013. *Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region*. Available at: https://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/hydro_mod_lid_docs/2013_0032_attach1_post_construction_requirements.pdf. Accessed September 15, 2021.
- City of Arroyo Grande. 1994. *Design Guidelines and Standards for the Historic Character Overlay District*. Available at: <https://www.arroyogrande.org/DocumentCenter/View/280/Village-Design-Guidelines-PDF>. Accessed September 2021.
- . 2001a. *City of Arroyo Grande General Plan Circulation, Land Use, Safety, Noise, Parks and Recreation Elements*. Available at: <https://www.arroyogrande.org/142/Planning-Division>. Accessed September 2021.
- . 2001b. *Integrated Program EIR Master Plan*. Available at: <http://www.arroyogrande.org/DocumentCenter/View/2080/General-Plan-Integrated-Program-EIR?bidId=>. Accessed September 2021.
- . 2007. *City of Arroyo Grande General Plan Agriculture, Conservation and Open Space Element*. Available at: <https://www.arroyogrande.org/142/Planning-Division>. Accessed September 2021.
- . 2012. *City of Arroyo Grande Bicycle & Trails Master Plan*. Available at: <http://www.arroyogrande.org/DocumentCenter/View/276/Bicycle-and-Trails-Master-Plan>. Accessed April 2021.
- . 2013. *City of Arroyo Grande Climate Action Plan*. Available at: <https://www.arroyogrande.org/DocumentCenter/View/1327/Climate-Action-Plan-PDF>. Accessed September 2021.
- . 2014. *Design Guidelines and Standards for Design Overlay District (D-2.11) – Traffic Way and Station Way*. Available at: <https://www.arroyogrande.org/DocumentCenter/View/1351/Design-Guidelines-and-Standards-for-Design-Overlay-District-D-211-Traffic-Way--Station-Way-PDF>. Accessed September 2021.
- . 2018. *Land Use Map*. Available at: <https://www.arroyogrande.org/DocumentCenter/View/477/Land-Use-Map>. Accessed September 2021.
- . 2021a. *City of Arroyo Grande General Plan Circulation Element*. Available at: <http://www.arroyogrande.org/DocumentCenter/View/9843/Circulation-Element-Final>. Accessed September 2021.
- . 2021b. *City Park and Facilities*. Available at: <https://www.arroyogrande.org/711/City-Parks-Facilities>. Accessed September 10, 2021.

- County of San Luis Obispo. 1999. Safety Element. Available at:
<https://www.slocounty.ca.gov/Departments/Planning-Building/Forms-Documents/Plans-and-Elements/Elements/Safety-Element.pdf>. December 14, 1999. Accessed September 14, 2021.
- _____. 2007. *Airport Land Use Plan for the Oceano County Airport*. County of San Luis Obispo Airport Land Use Commission. Adopted February 1976, amended May 2007. Available at:
<https://www.sloairport.com/wp-content/uploads/2017/11/OceanoALUP-final.pdf>. Accessed September 2020.
- _____. 2011. *County of San Luis Obispo EnergyWise Plan*. Available at:
<https://www.slocounty.ca.gov/Departments/Planning-Building/Energy-and-Climate/Energy-Climate-Reports/EnergyWise-Plan.aspx>. Accessed September 15, 2021.
- _____. 2020. Arroyo Grande Groundwater Basin. Available at:
[https://www.slocounty.ca.gov/Departments/Public-Works/Committees-Programs/Sustainable-Groundwater-Management-Act-\(SGMA\)/Arroyo-Grande-Groundwater-Basin.aspx](https://www.slocounty.ca.gov/Departments/Public-Works/Committees-Programs/Sustainable-Groundwater-Management-Act-(SGMA)/Arroyo-Grande-Groundwater-Basin.aspx). Accessed September 20, 2021.
- _____. 2021. Land Use View. Available at:
https://gis.slocounty.ca.gov/Html5Viewer/Index.html?configBase=/Geocortex/Essentials/REST/sites/PL_LandUseView/viewers/PL_LandUseView/virtualdirectory/Resources/Config/Default. Accessed September 2021.
- Federal Emergency Management Agency (FEMA). 2020. Flood Insurance Rate Maps (FIRM). Available at: <https://msc.fema.gov/portal/home>. Accessed September 20, 2021.
- Federal Highway Administration (FHWA). 2018. *Techniques for Reviewing Noise Analysis and Associated Noise Reports*. Available at:
https://www.fhwa.dot.gov/Environment/noise/resources/reviewing_noise_analysis/fhwahep18067.pdf. Accessed September 2020.
- Federal Transit Administration (FTA). 2018. *Transit Noise and Vibration Impact Assessment Manual*. FTA Report No. 0123. Washington D.C. September 2018. Available at:
https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/research-innovation/118131/transit-noise-and-vibration-impact-assessment-manual-fta-report-no-0123_0.pdf. Accessed September 2020.
- Five Cities Fire Authority (FCFA). 2021. Five Cities Fire – At a Glance. Available at:
<http://www.fivecitiesfireauthority.org/fivecitiesfireataglance>. Accessed September 20, 2021.
- Mathe, David. 2015. *Multi-Jurisdictional Local Hazard Mitigation Plan*. Prepared by David L. Mathe, Emergency Preparedness Coordinator, Five Cities Fire Authority. Available at:
<http://www.arroyogrande.org/DocumentCenter/View/3857/Local-Hazard-Mitigation-Plan-PDF>. Accessed September 2021.
- Quincy Engineering. 2021. *Draft Type Selection Report, Arroyo Grande Creek Bridge at Traffic Way Bridge Replacement Project*. Prepared for the City of Arroyo Grande. August 2021.
- San Luis Obispo County Air Pollution Control District (SLOAPCD). 2001. *San Luis Obispo County 2001 Clean Air Plan*. December. Available at: <https://storage.googleapis.com/slocleanair-org/images/cms/upload/files/business/pdf/CAP.pdf>. Accessed September 2021.

- . 2012. *CEQA Air Quality Handbook*. April. Available at: https://storage.googleapis.com/slocleanair-org/images/cms/upload/files/CEQA_Handbook_2012_v2%20%28Updated%20Map2019%29_LinkedwithMemo.pdf. Accessed September 2021.
- . 2017. *Clarification Memorandum for the San Luis Obispo County Air Pollution Control District's 2012 CEQA Air Quality Handbook*. Available at: https://storage.googleapis.com/slocleanair-org/images/cms/upload/files/FINAL_Clarification%20Memorandum%2020172.pdf. Accessed July 16, 2021.
- . 2019. San Luis Obispo County Attainment Status. Available at: <https://storage.googleapis.com/slocleanair-org/images/cms/upload/files/AttainmentStatus29January2019.pdf>. Accessed September 2021.
- . 2021. Naturally Occurring Asbestos Map. Available at: <https://www.google.com/maps/d/u/0/viewer?mid=1YAKjBzVkwilbZ4rQ1p6b2OMyvIM&ll=35.364986805363756%2C-120.52563349999998&z=9>. Accessed September 2021.
- San Luis Obispo Council of Governments (SLOCOG). 2019. *2019 Regional Transportation Plan*. June 5. Available at: <https://www.dropbox.com/s/oc6i8wshikuirsh/FINAL%202019%20RTP.pdf?dl=0>. Accessed September 22, 2021.
- SLO Watershed Project. 2020. Arroyo Grande Creek Watershed. Available at: <http://slowatershedproject.org/watersheds/arroyo-grande-creek/>. Accessed September 2021.
- SWCA Environmental Consultants (SWCA). 2021a. *Archaeological Survey Report for the Traffic Way over Arroyo Grande Creek Bridge Replacement Project, Arroyo Grande, San Luis Obispo County, California*. Draft. September.
- . 2021b. *Historical Resources Evaluation Report for the Traffic Way over Arroyo Grande Creek Bridge Replacement Project, Federal Project No. BRLS-5199(030), Arroyo Grande, San Luis Obispo County, California*. Draft. August.
- . 2021c. *Land Use, Community, and Farmland Impacts Technical Memorandum for the Traffic Way Bridge Replacement Project, Arroyo Grande, San Luis Obispo County, California / SWCA Project No. 53479*. September.
- . 2021d. *Noise Impact Analysis for the Traffic Way Bridge Replacement Project No. 5199(030), Arroyo Grande, San Luis Obispo County, California*. Draft. September.
- . 2021e. *Traffic Way Bridge Replacement Project Natural Environment Study*. Draft. September.
- . 2021f. *Visual Impact Assessment Memorandum for the Traffic Way Bridge Replacement Project, Arroyo Grande, San Luis Obispo County, California / Federal Project No. BRLS-5199(030) / SWCA No. 53479*. Draft. August.
- . 2021g. *Water Quality Assessment for the Traffic Way Bridge Replacement Project Federal Project No. 5199(030), Arroyo Grande, San Luis Obispo County, California*. Draft. August.
- . 2021h. *Wetlands and Waters Delineation and Assessment Arroyo Grande Creek Bridge At Traffic Way Replacement Project*. Draft. July.

- State Water Resources Control Board (SWRCB). 2021. Geotracker. Available at: <http://geotracker.waterboards.ca.gov/>. Accessed September 15, 2021.
- U.S. Census Bureau. 2010. City of Arroyo Grande Quickfacts. Available at: <https://www.census.gov/quickfacts/fact/table/arroyograndecitycalifornia,fountainvalleycitycalifornia,claremontcitycalifornia,cherrylandcdpcalifornia,nationalcitycitycalifornia,placervillecitycalifornia#>. Accessed September 10, 2021.
- U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). 2021. Web Soil Survey. Available at: <https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>. Accessed September 21, 2021.
- U.S. Geological Survey (USGS). 2021a. Areas of Land Subsidence in California. Available at: https://ca.water.usgs.gov/land_subsidence/california-subsidence-areas.html. Accessed September 21, 2021.
- . 2021b. National Geologic Map Database. Available at: https://ngmdb.usgs.gov/Geolex/UnitRefs/SquireRefs_11983.html. Accessed September 10, 2021.
- U.S. Fish and Wildlife Service (USFWS). 2021. National Wetlands Inventory Surface Waters and Wetlands. Available at: <https://www.fws.gov/wetlands/data/Mapper.html>. Accessed September 21, 2021.
- U.S. Environmental Protection Agency (USEPA). 2017. What are Sensitive Receptors? Available at: <https://www3.epa.gov/region1/eco/uep/sensitivereceptors.html>. Accessed September 2020.
- WeatherSpark. 2021. Climate and Average Weather Year Round in Arroyo Grande California, United States. Available at: <https://weatherspark.com/y/1273/Average-Weather-in-Arroyo-Grande-California-United-States-Year-Round>. Accessed September 20, 2021.
- World Population Review. 2021. Arroyo Grande, California Population 2021. Available at: <https://worldpopulationreview.com/us-cities/arroyo-grande-ca-population>. Accessed September 20, 2021.

APPENDIX A

California Emissions Estimator Model (Version 2020.4.0) Annual and Winter Results

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

Traffic Way Bridge Replacement

San Luis Obispo County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	21.83	1000sqft	0.50	21,830.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.2	Precipitation Freq (Days)	44
Climate Zone	4			Operational Year	2023
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

Project Characteristics - The project site is located in Arroyo Grande, California
Construction is estimated to occur over nine months

Land Use - The proposed bridge would be appx 59 feet wide and 370 feet long

Construction Phase - Ground disturbance is anticipated to 7 months (May - December)

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Grading - The project would result in the temporary disturbance of 3 acres

Demolition -

Trips and VMT -

On-road Fugitive Dust -

Architectural Coating -

Vehicle Trips -

Vehicle Emission Factors -

Vehicle Emission Factors -

Vehicle Emission Factors -

Fleet Mix -

Road Dust -

Area Coating -

Consumer Products -

Landscape Equipment -

Energy Use -

Water And Wastewater -

Solid Waste -

Construction Off-road Equipment Mitigation -

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	100.00	33.00
tblConstructionPhase	NumDays	2.00	144.00
tblConstructionPhase	PhaseEndDate	10/19/2022	1/31/2024
tblConstructionPhase	PhaseEndDate	10/5/2022	1/17/2024
tblConstructionPhase	PhaseEndDate	5/13/2022	5/12/2023
tblConstructionPhase	PhaseEndDate	5/18/2022	12/1/2023
tblConstructionPhase	PhaseEndDate	10/12/2022	1/24/2024
tblConstructionPhase	PhaseEndDate	5/16/2022	5/15/2023
tblConstructionPhase	PhaseStartDate	10/13/2022	1/25/2024
tblConstructionPhase	PhaseStartDate	5/19/2022	12/3/2023
tblConstructionPhase	PhaseStartDate	5/2/2022	5/1/2023
tblConstructionPhase	PhaseStartDate	5/17/2022	5/16/2023
tblConstructionPhase	PhaseStartDate	10/6/2022	1/18/2024
tblConstructionPhase	PhaseStartDate	5/14/2022	5/14/2023
tblGrading	AcresOfGrading	0.00	3.00
tblGrading	MaterialExported	0.00	400.00
tblGrading	MaterialImported	0.00	550.00

2.0 Emissions Summary

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

2.1 Overall Construction**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.0601	0.5370	0.6713	1.1900e-003	0.0751	0.0251	0.1002	0.0341	0.0239	0.0580	0.0000	104.8817	104.8817	0.0186	0.0000	105.3466
2024	0.0114	0.0571	0.0712	1.2000e-004	1.1600e-003	2.6000e-003	3.7700e-003	3.1000e-004	2.4200e-003	2.7300e-003	0.0000	10.7402	10.7402	2.8700e-003	0.0000	10.8120
Maximum	0.0601	0.5370	0.6713	1.1900e-003	0.0751	0.0251	0.1002	0.0341	0.0239	0.0580	0.0000	104.8817	104.8817	0.0186	0.0000	105.3466

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.0601	0.5370	0.6713	1.1900e-003	0.0751	0.0251	0.1002	0.0341	0.0239	0.0580	0.0000	104.8816	104.8816	0.0186	0.0000	105.3465
2024	0.0114	0.0571	0.0712	1.2000e-004	1.1600e-003	2.6000e-003	3.7700e-003	3.1000e-004	2.4200e-003	2.7300e-003	0.0000	10.7402	10.7402	2.8700e-003	0.0000	10.8120
Maximum	0.0601	0.5370	0.6713	1.1900e-003	0.0751	0.0251	0.1002	0.0341	0.0239	0.0580	0.0000	104.8816	104.8816	0.0186	0.0000	105.3465

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
4	2-2-2023	5-1-2023	0.0029	0.0029
5	5-2-2023	8-1-2023	0.2216	0.2216
6	8-2-2023	11-1-2023	0.2186	0.2186
7	11-2-2023	2-1-2024	0.2138	0.2138
		Highest	0.2216	0.2216

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.9000e-003	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.9000e-003	0.0000	3.7000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.9000e-003	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Waste						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Water						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	1.9000e-003	0.0000	3.7000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/12/2023	5	10	
2	Site Preparation	Site Preparation	5/14/2023	5/15/2023	5	1	
3	Grading	Grading	5/16/2023	12/1/2023	5	144	
4	Building Construction	Building Construction	12/3/2023	1/17/2024	5	33	
5	Paving	Paving	1/18/2024	1/24/2024	5	5	
6	Architectural Coating	Architectural Coating	1/25/2024	1/31/2024	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 3

Acres of Paving: 0.5

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,310 (Architectural Coating – sqft)

OffRoad Equipment

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	79.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	119.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	9.00	4.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	2.00	0.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.1 Mitigation Measures Construction**3.2 Demolition - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					8.7800e-003	0.0000	8.7800e-003	1.3300e-003	0.0000	1.3300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.2300e-003	0.0289	0.0370	6.0000e-005		1.4100e-003	1.4100e-003		1.3500e-003	1.3500e-003	0.0000	5.2091	5.2091	9.5000e-004	0.0000	5.2328
Total	3.2300e-003	0.0289	0.0370	6.0000e-005	8.7800e-003	1.4100e-003	0.0102	1.3300e-003	1.3500e-003	2.6800e-003	0.0000	5.2091	5.2091	9.5000e-004	0.0000	5.2328

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.2 Demolition - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.1000e-004	7.6800e-003	2.2700e-003	3.0000e-005	6.7000e-004	2.0000e-005	6.9000e-004	1.9000e-004	2.0000e-005	2.0000e-004	0.0000	2.8883	2.8883	1.7000e-004	0.0000	2.8925
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.8000e-004	1.4000e-004	1.3000e-003	0.0000	4.8000e-004	0.0000	4.8000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.3610	0.3610	1.0000e-005	0.0000	0.3612
Total	3.9000e-004	7.8200e-003	3.5700e-003	3.0000e-005	1.1500e-003	2.0000e-005	1.1700e-003	3.2000e-004	2.0000e-005	3.3000e-004	0.0000	3.2493	3.2493	1.8000e-004	0.0000	3.2537

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					8.7800e-003	0.0000	8.7800e-003	1.3300e-003	0.0000	1.3300e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.2300e-003	0.0289	0.0370	6.0000e-005		1.4100e-003	1.4100e-003		1.3500e-003	1.3500e-003	0.0000	5.2091	5.2091	9.5000e-004	0.0000	5.2328
Total	3.2300e-003	0.0289	0.0370	6.0000e-005	8.7800e-003	1.4100e-003	0.0102	1.3300e-003	1.3500e-003	2.6800e-003	0.0000	5.2091	5.2091	9.5000e-004	0.0000	5.2328

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.2 Demolition - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	2.1000e-004	7.6800e-003	2.2700e-003	3.0000e-005	6.7000e-004	2.0000e-005	6.9000e-004	1.9000e-004	2.0000e-005	2.0000e-004	0.0000	2.8883	2.8883	1.7000e-004	0.0000	2.8925
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.8000e-004	1.4000e-004	1.3000e-003	0.0000	4.8000e-004	0.0000	4.8000e-004	1.3000e-004	0.0000	1.3000e-004	0.0000	0.3610	0.3610	1.0000e-005	0.0000	0.3612
Total	3.9000e-004	7.8200e-003	3.5700e-003	3.0000e-005	1.1500e-003	2.0000e-005	1.1700e-003	3.2000e-004	2.0000e-005	3.3000e-004	0.0000	3.2493	3.2493	1.8000e-004	0.0000	3.2537

3.3 Site Preparation - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.7000e-004	0.0000	2.7000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.7000e-004	3.0900e-003	1.9600e-003	0.0000		1.1000e-004	1.1000e-004		1.0000e-004	1.0000e-004	0.0000	0.4275	0.4275	1.4000e-004	0.0000	0.4309
Total	2.7000e-004	3.0900e-003	1.9600e-003	0.0000	2.7000e-004	1.1000e-004	3.8000e-004	3.0000e-005	1.0000e-004	1.3000e-004	0.0000	0.4275	0.4275	1.4000e-004	0.0000	0.4309

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.3 Site Preparation - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e-005	1.0000e-005	7.0000e-005	0.0000	2.0000e-005	0.0000	2.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0181	0.0181	0.0000	0.0000	0.0181
Total	1.0000e-005	1.0000e-005	7.0000e-005	0.0000	2.0000e-005	0.0000	2.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0181	0.0181	0.0000	0.0000	0.0181

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					2.7000e-004	0.0000	2.7000e-004	3.0000e-005	0.0000	3.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.7000e-004	3.0900e-003	1.9600e-003	0.0000		1.1000e-004	1.1000e-004		1.0000e-004	1.0000e-004	0.0000	0.4275	0.4275	1.4000e-004	0.0000	0.4309
Total	2.7000e-004	3.0900e-003	1.9600e-003	0.0000	2.7000e-004	1.1000e-004	3.8000e-004	3.0000e-005	1.0000e-004	1.3000e-004	0.0000	0.4275	0.4275	1.4000e-004	0.0000	0.4309

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.3 Site Preparation - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e-005	1.0000e-005	7.0000e-005	0.0000	2.0000e-005	0.0000	2.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0181	0.0181	0.0000	0.0000	0.0181
Total	1.0000e-005	1.0000e-005	7.0000e-005	0.0000	2.0000e-005	0.0000	2.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0181	0.0181	0.0000	0.0000	0.0181

3.4 Grading - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0559	0.0000	0.0559	0.0300	0.0000	0.0300	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0465	0.4161	0.5323	8.6000e-004		0.0203	0.0203		0.0194	0.0194	0.0000	75.0108	75.0108	0.0137	0.0000	75.3519
Total	0.0465	0.4161	0.5323	8.6000e-004	0.0559	0.0203	0.0762	0.0300	0.0194	0.0494	0.0000	75.0108	75.0108	0.0137	0.0000	75.3519

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.4 Grading - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.2000e-004	0.0116	3.4300e-003	4.0000e-005	1.0200e-003	3.0000e-005	1.0500e-003	2.8000e-004	3.0000e-005	3.1000e-004	0.0000	4.3507	4.3507	2.5000e-004	0.0000	4.3570
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.5900e-003	2.0700e-003	0.0188	6.0000e-005	6.9300e-003	4.0000e-005	6.9700e-003	1.8400e-003	4.0000e-005	1.8800e-003	0.0000	5.1985	5.1985	1.4000e-004	0.0000	5.2019
Total	2.9100e-003	0.0136	0.0222	1.0000e-004	7.9500e-003	7.0000e-005	8.0200e-003	2.1200e-003	7.0000e-005	2.1900e-003	0.0000	9.5492	9.5492	3.9000e-004	0.0000	9.5589

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0559	0.0000	0.0559	0.0300	0.0000	0.0300	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0465	0.4161	0.5323	8.6000e-004		0.0203	0.0203		0.0194	0.0194	0.0000	75.0107	75.0107	0.0137	0.0000	75.3518
Total	0.0465	0.4161	0.5323	8.6000e-004	0.0559	0.0203	0.0762	0.0300	0.0194	0.0494	0.0000	75.0107	75.0107	0.0137	0.0000	75.3518

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.4 Grading - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	3.2000e-004	0.0116	3.4300e-003	4.0000e-005	1.0200e-003	3.0000e-005	1.0500e-003	2.8000e-004	3.0000e-005	3.1000e-004	0.0000	4.3507	4.3507	2.5000e-004	0.0000	4.3570
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.5900e-003	2.0700e-003	0.0188	6.0000e-005	6.9300e-003	4.0000e-005	6.9700e-003	1.8400e-003	4.0000e-005	1.8800e-003	0.0000	5.1985	5.1985	1.4000e-004	0.0000	5.2019
Total	2.9100e-003	0.0136	0.0222	1.0000e-004	7.9500e-003	7.0000e-005	8.0200e-003	2.1200e-003	7.0000e-005	2.1900e-003	0.0000	9.5492	9.5492	3.9000e-004	0.0000	9.5589

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.3200e-003	0.0642	0.0710	1.1000e-004		3.2000e-003	3.2000e-003		2.9500e-003	2.9500e-003	0.0000	10.0208	10.0208	3.2400e-003	0.0000	10.1019
Total	6.3200e-003	0.0642	0.0710	1.1000e-004		3.2000e-003	3.2000e-003		2.9500e-003	2.9500e-003	0.0000	10.0208	10.0208	3.2400e-003	0.0000	10.1019

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	9.0000e-005	2.9800e-003	9.0000e-004	1.0000e-005	1.8000e-004	0.0000	1.9000e-004	5.0000e-005	0.0000	6.0000e-005	0.0000	0.7472	0.7472	4.0000e-005	0.0000	0.7482
Worker	3.2000e-004	2.6000e-004	2.3500e-003	1.0000e-005	8.7000e-004	1.0000e-005	8.7000e-004	2.3000e-004	0.0000	2.4000e-004	0.0000	0.6498	0.6498	2.0000e-005	0.0000	0.6502
Total	4.1000e-004	3.2400e-003	3.2500e-003	2.0000e-005	1.0500e-003	1.0000e-005	1.0600e-003	2.8000e-004	0.0000	3.0000e-004	0.0000	1.3971	1.3971	6.0000e-005	0.0000	1.3985

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.3200e-003	0.0642	0.0710	1.1000e-004		3.2000e-003	3.2000e-003		2.9500e-003	2.9500e-003	0.0000	10.0208	10.0208	3.2400e-003	0.0000	10.1019
Total	6.3200e-003	0.0642	0.0710	1.1000e-004		3.2000e-003	3.2000e-003		2.9500e-003	2.9500e-003	0.0000	10.0208	10.0208	3.2400e-003	0.0000	10.1019

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	9.0000e-005	2.9800e-003	9.0000e-004	1.0000e-005	1.8000e-004	0.0000	1.9000e-004	5.0000e-005	0.0000	6.0000e-005	0.0000	0.7472	0.7472	4.0000e-005	0.0000	0.7482
Worker	3.2000e-004	2.6000e-004	2.3500e-003	1.0000e-005	8.7000e-004	1.0000e-005	8.7000e-004	2.3000e-004	0.0000	2.4000e-004	0.0000	0.6498	0.6498	2.0000e-005	0.0000	0.6502
Total	4.1000e-004	3.2400e-003	3.2500e-003	2.0000e-005	1.0500e-003	1.0000e-005	1.0600e-003	2.8000e-004	0.0000	3.0000e-004	0.0000	1.3971	1.3971	6.0000e-005	0.0000	1.3985

3.5 Building Construction - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.8700e-003	0.0388	0.0459	7.0000e-005		1.8400e-003	1.8400e-003		1.6900e-003	1.6900e-003	0.0000	6.5158	6.5158	2.1100e-003	0.0000	6.5684
Total	3.8700e-003	0.0388	0.0459	7.0000e-005		1.8400e-003	1.8400e-003		1.6900e-003	1.6900e-003	0.0000	6.5158	6.5158	2.1100e-003	0.0000	6.5684

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.5 Building Construction - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	5.0000e-005	1.9000e-003	5.5000e-004	0.0000	1.2000e-004	0.0000	1.2000e-004	3.0000e-005	0.0000	4.0000e-005	0.0000	0.4830	0.4830	3.0000e-005	0.0000	0.4837
Worker	2.0000e-004	1.5000e-004	1.4100e-003	0.0000	5.6000e-004	0.0000	5.7000e-004	1.5000e-004	0.0000	1.5000e-004	0.0000	0.4060	0.4060	1.0000e-005	0.0000	0.4062
Total	2.5000e-004	2.0500e-003	1.9600e-003	0.0000	6.8000e-004	0.0000	6.9000e-004	1.8000e-004	0.0000	1.9000e-004	0.0000	0.8890	0.8890	4.0000e-005	0.0000	0.8899

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.8700e-003	0.0388	0.0459	7.0000e-005		1.8400e-003	1.8400e-003		1.6900e-003	1.6900e-003	0.0000	6.5158	6.5158	2.1100e-003	0.0000	6.5684
Total	3.8700e-003	0.0388	0.0459	7.0000e-005		1.8400e-003	1.8400e-003		1.6900e-003	1.6900e-003	0.0000	6.5158	6.5158	2.1100e-003	0.0000	6.5684

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.5 Building Construction - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	5.0000e-005	1.9000e-003	5.5000e-004	0.0000	1.2000e-004	0.0000	1.2000e-004	3.0000e-005	0.0000	4.0000e-005	0.0000	0.4830	0.4830	3.0000e-005	0.0000	0.4837
Worker	2.0000e-004	1.5000e-004	1.4100e-003	0.0000	5.6000e-004	0.0000	5.7000e-004	1.5000e-004	0.0000	1.5000e-004	0.0000	0.4060	0.4060	1.0000e-005	0.0000	0.4062
Total	2.5000e-004	2.0500e-003	1.9600e-003	0.0000	6.8000e-004	0.0000	6.9000e-004	1.8000e-004	0.0000	1.9000e-004	0.0000	0.8890	0.8890	4.0000e-005	0.0000	0.8899

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	1.4800e-003	0.0131	0.0176	3.0000e-005		6.1000e-004	6.1000e-004		5.7000e-004	5.7000e-004	0.0000	2.3502	2.3502	6.8000e-004	0.0000	2.3673
Paving	6.6000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	2.1400e-003	0.0131	0.0176	3.0000e-005		6.1000e-004	6.1000e-004		5.7000e-004	5.7000e-004	0.0000	2.3502	2.3502	6.8000e-004	0.0000	2.3673

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5000e-004	1.2000e-004	1.0800e-003	0.0000	4.3000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3123	0.3123	1.0000e-005	0.0000	0.3125
Total	1.5000e-004	1.2000e-004	1.0800e-003	0.0000	4.3000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3123	0.3123	1.0000e-005	0.0000	0.3125

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	1.4800e-003	0.0131	0.0176	3.0000e-005		6.1000e-004	6.1000e-004		5.7000e-004	5.7000e-004	0.0000	2.3502	2.3502	6.8000e-004	0.0000	2.3673
Paving	6.6000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	2.1400e-003	0.0131	0.0176	3.0000e-005		6.1000e-004	6.1000e-004		5.7000e-004	5.7000e-004	0.0000	2.3502	2.3502	6.8000e-004	0.0000	2.3673

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.5000e-004	1.2000e-004	1.0800e-003	0.0000	4.3000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3123	0.3123	1.0000e-005	0.0000	0.3125
Total	1.5000e-004	1.2000e-004	1.0800e-003	0.0000	4.3000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3123	0.3123	1.0000e-005	0.0000	0.3125

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.5500e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	4.5000e-004	3.0500e-003	4.5300e-003	1.0000e-005		1.5000e-004	1.5000e-004		1.5000e-004	1.5000e-004	0.0000	0.6383	0.6383	4.0000e-005	0.0000	0.6392
Total	5.0000e-003	3.0500e-003	4.5300e-003	1.0000e-005		1.5000e-004	1.5000e-004		1.5000e-004	1.5000e-004	0.0000	0.6383	0.6383	4.0000e-005	0.0000	0.6392

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.0000e-005	1.0000e-005	1.2000e-004	0.0000	5.0000e-005	0.0000	5.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0347	0.0347	0.0000	0.0000	0.0347
Total	2.0000e-005	1.0000e-005	1.2000e-004	0.0000	5.0000e-005	0.0000	5.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0347	0.0347	0.0000	0.0000	0.0347

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.5500e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	4.5000e-004	3.0500e-003	4.5300e-003	1.0000e-005		1.5000e-004	1.5000e-004		1.5000e-004	1.5000e-004	0.0000	0.6383	0.6383	4.0000e-005	0.0000	0.6392
Total	5.0000e-003	3.0500e-003	4.5300e-003	1.0000e-005		1.5000e-004	1.5000e-004		1.5000e-004	1.5000e-004	0.0000	0.6383	0.6383	4.0000e-005	0.0000	0.6392

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.0000e-005	1.0000e-005	1.2000e-004	0.0000	5.0000e-005	0.0000	5.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0347	0.0347	0.0000	0.0000	0.0347
Total	2.0000e-005	1.0000e-005	1.2000e-004	0.0000	5.0000e-005	0.0000	5.0000e-005	1.0000e-005	0.0000	1.0000e-005	0.0000	0.0347	0.0347	0.0000	0.0000	0.0347

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Other Asphalt Surfaces	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Other Asphalt Surfaces	13.00	5.00	5.00	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Other Asphalt Surfaces	0.582546	0.028575	0.198242	0.117308	0.024121	0.006096	0.012865	0.019735	0.002341	0.001188	0.004913	0.000770	0.001299

5.0 Energy Detail

Historical Energy Use: N

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

5.3 Energy by Land Use - Electricity**Mitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

6.0 Area Detail**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.9000e-003	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004
Unmitigated	1.9000e-003	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	4.6000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.4100e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	3.0000e-005	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004
Total	1.9000e-003	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	4.6000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	1.4100e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	3.0000e-005	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004
Total	1.9000e-003	0.0000	3.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	7.2000e-004	7.2000e-004	0.0000	0.0000	7.6000e-004

7.0 Water Detail

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Other Asphalt Surfaces	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	0.0000	0.0000	0.0000	0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

Traffic Way Bridge Replacement - San Luis Obispo County, Annual

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

Traffic Way Bridge Replacement

San Luis Obispo County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Other Asphalt Surfaces	21.83	1000sqft	0.50	21,830.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.2	Precipitation Freq (Days)	44
Climate Zone	4			Operational Year	2023
Utility Company	Pacific Gas & Electric Company				
CO2 Intensity (lb/MW hr)	641.35	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

Project Characteristics - The project site is located in Arroyo Grande, California
Construction is estimated to occur over nine months

Land Use - The proposed bridge would be appx 59 feet wide and 370 feet long

Construction Phase - Ground disturbance is anticipated to 7 months (May - December)

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Grading - The project would result in the temporary disturbance of 3 acres

Demolition -

Trips and VMT -

On-road Fugitive Dust -

Architectural Coating -

Vehicle Trips -

Vehicle Emission Factors -

Vehicle Emission Factors -

Vehicle Emission Factors -

Fleet Mix -

Road Dust -

Area Coating -

Consumer Products -

Landscape Equipment -

Energy Use -

Water And Wastewater -

Solid Waste -

Construction Off-road Equipment Mitigation -

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	100.00	33.00
tblConstructionPhase	NumDays	2.00	144.00
tblConstructionPhase	PhaseEndDate	10/19/2022	1/31/2024
tblConstructionPhase	PhaseEndDate	10/5/2022	1/17/2024
tblConstructionPhase	PhaseEndDate	5/13/2022	5/12/2023
tblConstructionPhase	PhaseEndDate	5/18/2022	12/1/2023
tblConstructionPhase	PhaseEndDate	10/12/2022	1/24/2024
tblConstructionPhase	PhaseEndDate	5/16/2022	5/15/2023
tblConstructionPhase	PhaseStartDate	10/13/2022	1/25/2024
tblConstructionPhase	PhaseStartDate	5/19/2022	12/3/2023
tblConstructionPhase	PhaseStartDate	5/2/2022	5/1/2023
tblConstructionPhase	PhaseStartDate	5/17/2022	5/16/2023
tblConstructionPhase	PhaseStartDate	10/6/2022	1/18/2024
tblConstructionPhase	PhaseStartDate	5/14/2022	5/14/2023
tblGrading	AcresOfGrading	0.00	3.00
tblGrading	MaterialExported	0.00	400.00
tblGrading	MaterialImported	0.00	550.00

2.0 Emissions Summary

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	0.7297	7.3255	8.1207	0.0186	1.9931	0.3212	2.2798	0.4465	0.2955	0.7173	0.0000	1,858.231 7	1,858.231 7	0.3636	0.0000	1,864.447 5
2024	2.0099	6.2857	7.4646	0.0129	0.1780	0.2833	0.4218	0.0472	0.2607	0.2896	0.0000	1,253.660 7	1,253.660 7	0.3636	0.0000	1,262.750 2
Maximum	2.0099	7.3255	8.1207	0.0186	1.9931	0.3212	2.2798	0.4465	0.2955	0.7173	0.0000	1,858.231 7	1,858.231 7	0.3636	0.0000	1,864.447 5

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	0.7297	7.3255	8.1207	0.0186	1.9931	0.3212	2.2798	0.4465	0.2955	0.7173	0.0000	1,858.231 7	1,858.231 7	0.3636	0.0000	1,864.447 5
2024	2.0099	6.2857	7.4646	0.0129	0.1780	0.2833	0.4218	0.0472	0.2607	0.2896	0.0000	1,253.660 7	1,253.660 7	0.3636	0.0000	1,262.750 2
Maximum	2.0099	7.3255	8.1207	0.0186	1.9931	0.3212	2.2798	0.4465	0.2955	0.7173	0.0000	1,858.231 7	1,858.231 7	0.3636	0.0000	1,864.447 5

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0104	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0104	2.0000e-005	2.2300e-003	0.0000	0.0000	1.0000e-005	1.0000e-005	0.0000	1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005	0.0000	5.0900e-003

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.0104	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Total	0.0104	2.0000e-005	2.2300e-003	0.0000	0.0000	1.0000e-005	1.0000e-005	0.0000	1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005	0.0000	5.0900e-003

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/12/2023	5	10	
2	Site Preparation	Site Preparation	5/14/2023	5/15/2023	5	1	
3	Grading	Grading	5/16/2023	12/1/2023	5	144	
4	Building Construction	Building Construction	12/3/2023	1/17/2024	5	33	
5	Paving	Paving	1/18/2024	1/24/2024	5	5	
6	Architectural Coating	Architectural Coating	1/25/2024	1/31/2024	5	5	

Acres of Grading (Site Preparation Phase): 0.5

Acres of Grading (Grading Phase): 3

Acres of Paving: 0.5

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 1,310 (Architectural Coating – sqft)

OffRoad Equipment

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	4	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Grading	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	4.00	231	0.29
Building Construction	Forklifts	2	6.00	89	0.20
Site Preparation	Graders	1	8.00	187	0.41
Paving	Pavers	1	7.00	130	0.42
Paving	Rollers	1	7.00	80	0.38
Demolition	Rubber Tired Dozers	1	1.00	247	0.40
Grading	Rubber Tired Dozers	1	1.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Demolition	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Grading	Tractors/Loaders/Backhoes	2	6.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	4	10.00	0.00	79.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	2	5.00	0.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	119.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	5	9.00	4.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Paving	7	18.00	0.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	2.00	0.00	0.00	13.00	5.00	20.00	LD_Mix	HDT_Mix	HHDT

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.1 Mitigation Measures Construction**3.2 Demolition - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.7562	0.0000	1.7562	0.2660	0.0000	0.2660			0.0000			0.0000
Off-Road	0.6463	5.7787	7.3926	0.0120		0.2821	0.2821		0.2698	0.2698		1,148.405 5	1,148.405 5	0.2089		1,153.629 0
Total	0.6463	5.7787	7.3926	0.0120	1.7562	0.2821	2.0383	0.2660	0.2698	0.5358		1,148.405 5	1,148.405 5	0.2089		1,153.629 0

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.2 Demolition - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0431	1.5175	0.4669	5.8200e-003	0.1380	4.0300e-003	0.1420	0.0378	3.8500e-003	0.0417		630.8810	630.8810	0.0376		631.8218
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0293	0.2612	7.9000e-004	0.0989	5.8000e-004	0.0994	0.0262	5.3000e-004	0.0268		78.9451	78.9451	2.0600e-003		78.9968
Total	0.0834	1.5468	0.7281	6.6100e-003	0.2369	4.6100e-003	0.2415	0.0640	4.3800e-003	0.0684		709.8262	709.8262	0.0397		710.8186

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					1.7562	0.0000	1.7562	0.2660	0.0000	0.2660			0.0000			0.0000
Off-Road	0.6463	5.7787	7.3926	0.0120		0.2821	0.2821		0.2698	0.2698	0.0000	1,148.4055	1,148.4055	0.2089		1,153.6290
Total	0.6463	5.7787	7.3926	0.0120	1.7562	0.2821	2.0383	0.2660	0.2698	0.5358	0.0000	1,148.4055	1,148.4055	0.2089		1,153.6290

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.2 Demolition - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0431	1.5175	0.4669	5.8200e-003	0.1380	4.0300e-003	0.1420	0.0378	3.8500e-003	0.0417		630.8810	630.8810	0.0376		631.8218
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0293	0.2612	7.9000e-004	0.0989	5.8000e-004	0.0994	0.0262	5.3000e-004	0.0268		78.9451	78.9451	2.0600e-003		78.9968
Total	0.0834	1.5468	0.7281	6.6100e-003	0.2369	4.6100e-003	0.2415	0.0640	4.3800e-003	0.0684		709.8262	709.8262	0.0397		710.8186

3.3 Site Preparation - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.5348	6.1887	3.9239	9.7300e-003		0.2266	0.2266		0.2084	0.2084		942.4317	942.4317	0.3048		950.0517
Total	0.5348	6.1887	3.9239	9.7300e-003	0.5303	0.2266	0.7568	0.0573	0.2084	0.2657		942.4317	942.4317	0.3048		950.0517

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.3 Site Preparation - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0201	0.0146	0.1306	4.0000e-004	0.0494	2.9000e-004	0.0497	0.0131	2.7000e-004	0.0134		39.4726	39.4726	1.0300e-003		39.4984
Total	0.0201	0.0146	0.1306	4.0000e-004	0.0494	2.9000e-004	0.0497	0.0131	2.7000e-004	0.0134		39.4726	39.4726	1.0300e-003		39.4984

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.5303	0.0000	0.5303	0.0573	0.0000	0.0573			0.0000			0.0000
Off-Road	0.5348	6.1887	3.9239	9.7300e-003		0.2266	0.2266		0.2084	0.2084	0.0000	942.4317	942.4317	0.3048		950.0517
Total	0.5348	6.1887	3.9239	9.7300e-003	0.5303	0.2266	0.7568	0.0573	0.2084	0.2657	0.0000	942.4317	942.4317	0.3048		950.0517

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.3 Site Preparation - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0201	0.0146	0.1306	4.0000e-004	0.0494	2.9000e-004	0.0497	0.0131	2.7000e-004	0.0134		39.4726	39.4726	1.0300e-003		39.4984
Total	0.0201	0.0146	0.1306	4.0000e-004	0.0494	2.9000e-004	0.0497	0.0131	2.7000e-004	0.0134		39.4726	39.4726	1.0300e-003		39.4984

3.4 Grading - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7761	0.0000	0.7761	0.4164	0.0000	0.4164			0.0000			0.0000
Off-Road	0.6463	5.7787	7.3926	0.0120		0.2821	0.2821		0.2698	0.2698		1,148.4055	1,148.4055	0.2089		1,153.6290
Total	0.6463	5.7787	7.3926	0.0120	0.7761	0.2821	1.0582	0.4164	0.2698	0.6862		1,148.4055	1,148.4055	0.2089		1,153.6290

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.4 Grading - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	4.5100e-003	0.1587	0.0488	6.1000e-004	0.0144	4.2000e-004	0.0149	3.9600e-003	4.0000e-004	4.3600e-003		65.9941	65.9941	3.9400e-003		66.0925
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0293	0.2612	7.9000e-004	0.0989	5.8000e-004	0.0994	0.0262	5.3000e-004	0.0268		78.9451	78.9451	2.0600e-003		78.9968
Total	0.0448	0.1880	0.3101	1.4000e-003	0.1133	1.0000e-003	0.1143	0.0302	9.3000e-004	0.0311		144.9392	144.9392	6.0000e-003		145.0892

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.7761	0.0000	0.7761	0.4164	0.0000	0.4164			0.0000			0.0000
Off-Road	0.6463	5.7787	7.3926	0.0120		0.2821	0.2821		0.2698	0.2698	0.0000	1,148.4055	1,148.4055	0.2089		1,153.6290
Total	0.6463	5.7787	7.3926	0.0120	0.7761	0.2821	1.0582	0.4164	0.2698	0.6862	0.0000	1,148.4055	1,148.4055	0.2089		1,153.6290

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.4 Grading - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	4.5100e-003	0.1587	0.0488	6.1000e-004	0.0144	4.2000e-004	0.0149	3.9600e-003	4.0000e-004	4.3600e-003		65.9941	65.9941	3.9400e-003		66.0925
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0293	0.2612	7.9000e-004	0.0989	5.8000e-004	0.0994	0.0262	5.3000e-004	0.0268		78.9451	78.9451	2.0600e-003		78.9968
Total	0.0448	0.1880	0.3101	1.4000e-003	0.1133	1.0000e-003	0.1143	0.0302	9.3000e-004	0.0311		144.9392	144.9392	6.0000e-003		145.0892

3.5 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946		1,104.6089	1,104.6089	0.3573		1,113.5402
Total	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946		1,104.6089	1,104.6089	0.3573		1,113.5402

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.5 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	8.9200e-003	0.2947	0.0953	7.6000e-004	0.0186	4.6000e-004	0.0190	5.3500e-003	4.4000e-004	5.7900e-003		80.8336	80.8336	4.5200e-003		80.9465
Worker	0.0362	0.0263	0.2351	7.1000e-004	0.0890	5.2000e-004	0.0895	0.0236	4.8000e-004	0.0241		71.0506	71.0506	1.8600e-003		71.0971
Total	0.0452	0.3210	0.3304	1.4700e-003	0.1076	9.8000e-004	0.1085	0.0290	9.2000e-004	0.0299		151.8842	151.8842	6.3800e-003		152.0435

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946	0.0000	1,104.6089	1,104.6089	0.3573		1,113.5402
Total	0.6322	6.4186	7.0970	0.0114		0.3203	0.3203		0.2946	0.2946	0.0000	1,104.6089	1,104.6089	0.3573		1,113.5402

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.5 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	8.9200e-003	0.2947	0.0953	7.6000e-004	0.0186	4.6000e-004	0.0190	5.3500e-003	4.4000e-004	5.7900e-003		80.8336	80.8336	4.5200e-003		80.9465
Worker	0.0362	0.0263	0.2351	7.1000e-004	0.0890	5.2000e-004	0.0895	0.0236	4.8000e-004	0.0241		71.0506	71.0506	1.8600e-003		71.0971
Total	0.0452	0.3210	0.3304	1.4700e-003	0.1076	9.8000e-004	0.1085	0.0290	9.2000e-004	0.0299		151.8842	151.8842	6.3800e-003		152.0435

3.5 Building Construction - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.5950	5.9739	7.0675	0.0114		0.2824	0.2824		0.2598	0.2598		1,104.9834	1,104.9834	0.3574		1,113.9177
Total	0.5950	5.9739	7.0675	0.0114		0.2824	0.2824		0.2598	0.2598		1,104.9834	1,104.9834	0.3574		1,113.9177

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.5 Building Construction - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	8.4600e-003	0.2880	0.0896	7.5000e-004	0.0186	4.2000e-004	0.0190	5.3500e-003	4.0000e-004	5.7500e-003		80.3887	80.3887	4.5400e-003		80.5022
Worker	0.0343	0.0238	0.2166	6.9000e-004	0.0890	5.1000e-004	0.0895	0.0236	4.7000e-004	0.0241		68.2886	68.2886	1.6700e-003		68.3303
Total	0.0427	0.3118	0.3062	1.4400e-003	0.1076	9.3000e-004	0.1085	0.0290	8.7000e-004	0.0298		148.6773	148.6773	6.2100e-003		148.8325

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.5950	5.9739	7.0675	0.0114		0.2824	0.2824		0.2598	0.2598	0.0000	1,104.9834	1,104.9834	0.3574		1,113.9177
Total	0.5950	5.9739	7.0675	0.0114		0.2824	0.2824		0.2598	0.2598	0.0000	1,104.9834	1,104.9834	0.3574		1,113.9177

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.5 Building Construction - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	8.4600e-003	0.2880	0.0896	7.5000e-004	0.0186	4.2000e-004	0.0190	5.3500e-003	4.0000e-004	5.7500e-003		80.3887	80.3887	4.5400e-003		80.5022
Worker	0.0343	0.0238	0.2166	6.9000e-004	0.0890	5.1000e-004	0.0895	0.0236	4.7000e-004	0.0241		68.2886	68.2886	1.6700e-003		68.3303
Total	0.0427	0.3118	0.3062	1.4400e-003	0.1076	9.3000e-004	0.1085	0.0290	8.7000e-004	0.0298		148.6773	148.6773	6.2100e-003		148.8325

3.6 Paving - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.5904	5.2297	7.0314	0.0113		0.2429	0.2429		0.2269	0.2269		1,036.2393	1,036.2393	0.3019		1,043.7858
Paving	0.2620					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8524	5.2297	7.0314	0.0113		0.2429	0.2429		0.2269	0.2269		1,036.2393	1,036.2393	0.3019		1,043.7858

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.6 Paving - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0685	0.0475	0.4332	1.3700e-003	0.1780	1.0200e-003	0.1790	0.0472	9.4000e-004	0.0481		136.5772	136.5772	3.3300e-003		136.6605
Total	0.0685	0.0475	0.4332	1.3700e-003	0.1780	1.0200e-003	0.1790	0.0472	9.4000e-004	0.0481		136.5772	136.5772	3.3300e-003		136.6605

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.5904	5.2297	7.0314	0.0113		0.2429	0.2429		0.2269	0.2269	0.0000	1,036.2393	1,036.2393	0.3019		1,043.7858
Paving	0.2620					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8524	5.2297	7.0314	0.0113		0.2429	0.2429		0.2269	0.2269	0.0000	1,036.2393	1,036.2393	0.3019		1,043.7858

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.6 Paving - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0685	0.0475	0.4332	1.3700e-003	0.1780	1.0200e-003	0.1790	0.0472	9.4000e-004	0.0481		136.5772	136.5772	3.3300e-003		136.6605
Total	0.0685	0.0475	0.4332	1.3700e-003	0.1780	1.0200e-003	0.1790	0.0472	9.4000e-004	0.0481		136.5772	136.5772	3.3300e-003		136.6605

3.7 Architectural Coating - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	1.8216					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	2.0023	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.7 Architectural Coating - 2024**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	7.6100e-003	5.2800e-003	0.0481	1.5000e-004	0.0198	1.1000e-004	0.0199	5.2400e-003	1.0000e-004	5.3500e-003		15.1753	15.1753	3.7000e-004		15.1845
Total	7.6100e-003	5.2800e-003	0.0481	1.5000e-004	0.0198	1.1000e-004	0.0199	5.2400e-003	1.0000e-004	5.3500e-003		15.1753	15.1753	3.7000e-004		15.1845

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	1.8216					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	2.0023	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

3.7 Architectural Coating - 2024**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	7.6100e-003	5.2800e-003	0.0481	1.5000e-004	0.0198	1.1000e-004	0.0199	5.2400e-003	1.0000e-004	5.3500e-003		15.1753	15.1753	3.7000e-004		15.1845
Total	7.6100e-003	5.2800e-003	0.0481	1.5000e-004	0.0198	1.1000e-004	0.0199	5.2400e-003	1.0000e-004	5.3500e-003		15.1753	15.1753	3.7000e-004		15.1845

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Unmitigated	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Other Asphalt Surfaces	0.00	0.00	0.00		
Total	0.00	0.00	0.00		

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Other Asphalt Surfaces	13.00	5.00	5.00	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Other Asphalt Surfaces	0.582546	0.028575	0.198242	0.117308	0.024121	0.006096	0.012865	0.019735	0.002341	0.001188	0.004913	0.000770	0.001299

5.0 Energy Detail

Historical Energy Use: N

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

5.2 Energy by Land Use - NaturalGas**Mitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Other Asphalt Surfaces	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail**6.1 Mitigation Measures Area**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.0104	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003
Unmitigated	0.0104	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

6.2 Area by SubCategory**Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.5000e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.7300e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	2.1000e-004	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003
Total	0.0104	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.5000e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.7300e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	2.1000e-004	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003
Total	0.0104	2.0000e-005	2.2300e-003	0.0000		1.0000e-005	1.0000e-005		1.0000e-005	1.0000e-005		4.7800e-003	4.7800e-003	1.0000e-005		5.0900e-003

7.0 Water Detail

Traffic Way Bridge Replacement - San Luis Obispo County, Winter

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment**Fire Pumps and Emergency Generators**

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
<i>Air Quality</i>				
MM AQ-1	<p>Idling Control Techniques. During all construction activities and use of diesel vehicles, the applicant shall implement the following idling control techniques:</p> <ol style="list-style-type: none"> 1. <u>Idling Restrictions Near Sensitive Receptors for Both On- and Off-Road Equipment.</u> <ol style="list-style-type: none"> a. Staging and queuing areas shall not be located within 1,000 feet of sensitive receptors, if feasible; b. Diesel idling within 1,000 feet of sensitive receptors shall not be permitted; c. Use of alternative-fueled equipment shall be used whenever possible; and d. Signs that specify the no idling requirements shall be posted and enforced at the construction site. 2. <u>California Diesel Idling Regulations.</u> On-road diesel vehicles shall comply with 13 California Code of Regulations (CCR) 2485. This regulation limits idling from diesel-fueled commercial motor vehicles with gross vehicular weight ratings of more than 10,000 pounds and licensed for operation on highways. It applies to California and non-California based vehicles. In general, the regulation specifies that drivers of said vehicles: <ol style="list-style-type: none"> a. Shall not idle the vehicle's primary diesel engine for greater than 5 minutes at any location, except as noted in Subsection (d) of the regulation; and b. Shall not operate a diesel-fueled auxiliary power system (APS) to power a heater, an air conditioner, or any ancillary equipment on that vehicle during sleeping or resting in a sleeper berth for greater than 5 minutes at any location when within 1,000 feet of a restricted area, except as noted in Subsection (d) of the regulation. <p>Signs must be posted in the designated queuing areas and job sites to remind drivers of the 5-minute idling limit. The specific requirements and exceptions in the regulation can be reviewed at the following website: www.arb.ca.gov/msprog/truck-idling/2485.pdf.</p>	The construction contractor shall implement idling control techniques.	During all construction activities	Project Applicant, San Luis Obispo Air Pollution Control District

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
MM AQ-2	<p>Asbestos Material in Demolition. Demolition activities can have potential negative air quality impacts, including issues surrounding proper handling, demolition, and disposal of asbestos-containing material (ACM). ACMs could be encountered during demolition or remodeling of the existing bridge. Asbestos can also be found in utility pipes/pipelines (transite pipes or insulation on pipes). If utility pipelines are scheduled for removal or relocation or a building(s) is proposed to be removed or renovated, various regulatory requirements may apply, including the requirements stipulated in the National Emission Standard for Hazardous Air Pollutants (NESHAP; 40 Code of Federal Regulations [CFR] 61, Subpart M - asbestos NESHAP). These requirements include but are not limited to: (1) notification to the APCD; (2) an asbestos survey conducted by a Certified Asbestos Inspector; and (3) applicable removal and disposal requirements of identified ACM. More information on asbestos can be found at: http://www.slcleanair.org/business/asbestos.php.</p>	The construction contractor shall implement requirements stipulated in the National Emission Standard for Hazardous Air Pollutants (NESHAP; 40 Code of Federal Regulations [CFR] 61, Subpart M - asbestos NESHAP).	During demolition activities	Project Applicant, San Luis Obispo Air Pollution Control District
Biological Resources				
MM BIO-1	<p>Preconstruction Botanical Surveys. Prior to construction, a preconstruction survey shall be conducted to ensure special-status plant species are not present within the project area. If Gambel's watercress or marsh sandwort are found within the project area, all work will be stopped immediately, the U.S. Fish and Wildlife Service will be notified, and work will not commence until consultation is completed. If other special-status plant species are present, the location and number of individuals will be recorded and suitable measures will be incorporated into the project plans, such as seed collection and replanting of special-status species, to avoid and/or minimize potential impacts to these species. Observations of these or other special-status species shall be documented on California Natural Diversity Database forms and submitted to the California Department of Fish and Wildlife upon project completion.</p>	Survey results shall be submitted to the City of Arroyo Grande.	Prior to construction activities	Project Applicant
MM BIO-2	<p>Invasive Species Control. The following measures shall be implemented to reduce potential impacts related to the spread of invasive species:</p> <ol style="list-style-type: none"> During construction, the project contractor will make all reasonable efforts to limit the use of imported soils for fill. Soils currently existing on-site should be used for fill material. If the use of imported fill material is necessary, the imported material must be obtained from a source that is known to be free of invasive plant species, or the material must consist of purchased clean material such as 	The construction contractor shall implement measures to reduce the spread of invasive species.	Prior to and during construction activities	Project Applicant

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>crushed aggregate, sorted rock, or similar. To avoid the spread of invasive species, the contractor shall:</p> <ol style="list-style-type: none"> Stockpile topsoil and redeposit the stockpiled soil on-site at a sufficient depth to preclude germination or spread of those species after construction is complete; or, Transport the topsoil to a permitted landfill for disposal. <ol style="list-style-type: none"> Prior to construction, project plans will clearly identify the type of species, location, and methodology of removal and disposal of invasive exotic species found within the project site. Removal and disposal of invasive exotic plants and wildlife must be in accordance with state law and/or project authorizations from resource agencies (e.g., U.S. Fish and Wildlife Service Programmatic Biological Opinion). In particular, for those invasive exotic plant species that are particularly difficult to remove (e.g., jubata grass [<i>Cortaderia jubata</i>]), a combination of cutting and application of herbicide would likely be required, and thus require a request for an amendment to the standard conditions of the U.S. Fish and Wildlife Service Programmatic Biological Opinion. In addition, removal of crayfish or bullfrog (<i>Lithobates catesbeiana</i>) must be conducted lawfully using methodologies outlined in the California Fish and Game Code. During construction, the biological monitor(s) will ensure that the spread or introduction of invasive exotic plant and wildlife species is avoided to the maximum extent possible. All erosion control materials including straw bales, straw wattles, or mulch used on-site must be free of invasive species seed. 			
MM BIO-3	<p>California Red-Legged Frog. The following measures shall be implemented to reduce potential impacts to California red-legged frog:</p> <ol style="list-style-type: none"> Only U.S. Fish and Wildlife Service-approved biologists will participate in activities associated with the capture and handling of California red-legged frogs. Biologists authorized under the Programmatic Biological Opinion do not need to re-submit their qualifications for subsequent projects conducted pursuant to the Programmatic Biological Opinion, unless the U.S. Fish and Wildlife Service has revoked their approval at any time during the life of the Programmatic Biological Opinion. 	The construction contractor shall implement measures to reduce potential impacts to California red-legged frog.	Prior to and during construction activities	Project Applicant

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>2. Ground disturbance will not begin until written approval is received from the U.S. Fish and Wildlife Service that the biologist(s) is qualified to conduct the work. The California Department of Transportation will request approval of the biologist(s) from the U.S. Fish and Wildlife Service.</p> <p>3. A U.S. Fish and Wildlife Service-approved biologist will survey the project area no more than 48 hours before the onset of work activities. If any life stage of the California red-legged frog is found and these individuals are likely to be killed or injured by work activities, the approved biologist will be allowed sufficient time to move them from the site before work activities begin. The U.S. Fish and Wildlife Service-approved biologist will relocate the California red-legged frogs the shortest distance possible to a location that contains suitable habitat and will not be affected by the activities associated with the project. The relocation site should be in the same drainage to the extent practicable. The California Department of Transportation will coordinate with the U.S. Fish and Wildlife Service on the relocation site prior to the capture of any California red-legged frogs.</p> <p>4. Before any activities begin on a project, a U.S. Fish and Wildlife Service-approved biologist will conduct a training session for all construction personnel. At a minimum, the training will include a description of the California red-legged frog and its habitat, the specific measures that are being implemented to conserve the California red-legged frog for the current project, and the boundaries within which the project may be accomplished. Brochures, books, and briefings may be used in the training session, provided that a qualified person is on hand to answer any questions.</p> <p>5. A U.S. Fish and Wildlife Service-approved biologist will be present at the work site until California red-legged frogs have been relocated out of harm's way, workers have been instructed, and disturbance of the habitat has been completed. After this time, the City of Arroyo Grande Public Works Department will designate a person to monitor on-site compliance with minimization measures. The U.S. Fish and Wildlife Service-approved biologist will ensure that this monitor receives the training outlined in (4) above and in the identification of California red-legged frogs. If the monitor or the U.S. Fish and Wildlife Service-approved biologist recommends that work be stopped because California red-legged frogs would be affected in a manner not anticipated by the California Department of Transportation, City of Arroyo Grande Public Works</p>			

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>Department, and the U.S. Fish and Wildlife Service during the review of the proposed action, they will notify the resident engineer (the engineer that is directly overseeing and in command of construction activities) immediately. The resident engineer will either resolve the situation by eliminating the adverse effect immediately or require that actions that are causing these effects be halted. If work is stopped, the California Department of Transportation, City of Arroyo Grande Public Works Department, and U.S. Fish and Wildlife Service will be notified as soon as is reasonably possible.</p> <p>6. During project activities, trash that may attract predators will be properly contained, removed from the work site, and disposed of regularly. Following construction, trash and construction debris will be removed from work areas.</p> <p>7. All refueling, maintenance, and staging of equipment and vehicles will occur at least 60 feet from riparian habitat or waterbodies and in a location from where a spill would not drain directly toward aquatic habitat (e.g., on a slope that drains away from the water). The monitor will ensure contamination of habitat does not occur during such operations. Prior to the onset of work, the California Department of Transportation and City of Arroyo Grande Public Works Department will ensure that a plan is in place for prompt and effective response to any accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.</p> <p>8. Habitat contours will be returned to their original configuration at the end of project activities. This measure will be implemented in all areas disturbed by activities associated with the project, unless the U.S. Fish and Wildlife Service, California Department of Transportation, and City of Arroyo Grande Public Works Department determine that it is not feasible or modification or original contours would benefit the California red-legged frog.</p> <p>9. The number of access routes, size of staging areas, and the total area of activity will be limited to the minimum necessary to achieve the project. Environmentally Sensitive Areas will be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to California red-legged frog habitat; this goal includes locating access routes and construction areas</p>			

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	outside of wetlands and riparian areas to the maximum extent practicable.			
	10. The California Department of Transportation and City of Arroyo Grande Public Works Department will attempt to schedule work for times of the year when impacts to the California red-legged frog would be minimal. For example, work that would affect large pools that may support breeding would be avoided, to the maximum degree practicable, during the breeding season (November–May). Isolated pools that are important to maintain California red-legged frogs through the driest portions of the year would be avoided, to the maximum degree practicable, during the late summer and early fall. Habitat assessments, surveys, and technical assistance between the U.S. Fish and Wildlife Service and California Department of Transportation during project planning will be used to assist in scheduling work activities to avoid sensitive habitats during key times of year.			
	11. To control sedimentation during and after project implementation, the California Department of Transportation and City of Arroyo Grande Public Works Department will implement Best Management Practices outlined in any authorizations or permits issued under the authorities of the Clean Water Act that it receives for the specific project. If Best Management Practices are ineffective, the California Department of Transportation will attempt to remedy the situation immediately, in coordination with the U.S. Fish and Wildlife Service.			
	12. If a work site is to be temporarily dewatered by pumping, intakes will be completely screened with wire mesh not larger than 0.2 inch to prevent California red-legged frogs from entering the pump system. Water will be released downstream at an appropriate rate to maintain downstream flows during construction. Upon completion of construction activities, any diversions or barriers to flow will be removed in a manner that would allow flow to resume with the least disturbance to the substrate. Alteration of the streambed will be minimized to the maximum extent possible; any imported material will be removed from the streambed upon completion of the project.			
	13. Unless approved by the U.S. Fish and Wildlife Service, water will not be impounded in a manner that may attract California red-legged frogs.			
	14. A U.S. Fish and Wildlife Service-approved biologist will permanently remove any individuals of exotic species,			

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>such as bullfrogs, crayfish, and centrarchid fishes from the project area, to the maximum extent. The U.S. Fish and Wildlife Service-approved biologist will be responsible for ensuring their activities are in compliance with the California Fish and Game Code.</p> <p>15. If the California Department of Transportation and the City of Arroyo Grande Public Works Department demonstrate that disturbed areas have been restored to conditions that allow them to function as habitat for the California red-legged frog, these areas will not be included in the amount of total habitat permanently disturbed.</p> <p>16. To ensure that diseases are not conveyed between work sites by the U.S. Fish and Wildlife Service-approved biologist, the fieldwork code of practice developed by the Declining Amphibian Task Force will be followed at all times.</p> <p>17. Project sites will be re-vegetated with an assemblage of native riparian, wetland, and upland vegetation suitable for the area. Locally collected plant materials will be used to the extent practicable. Invasive, exotic plants will be controlled to the maximum extent practicable. This measure will be implemented in all areas disturbed by activities with the project, unless the U.S. Fish and Wildlife Service, California Department of Transportation, and City of Arroyo Grande Public Works Department have determined that it is not feasible or practical.</p> <p>18. The California Department of Transportation and City of Arroyo Grande Public Works Department will not use herbicides as the primary method to control invasive, exotic plants. However, if the California Department of Transportation and City of Arroyo Grande Public Works Department determine the use of herbicides is the only feasible method for controlling invasive plants at a specific project site, it will implement the following additional measures to protect California red-legged frog:</p> <ul style="list-style-type: none"> a. The California Department of Transportation and City of Arroyo Grande Public Works Department will not use herbicides during the breeding season for California red-legged frog. b. The California Department of Transportation and City of Arroyo Grande Public Works Department will conduct surveys for California red-legged frog immediately prior to the start of herbicide use. If found, California red-legged frog will be relocated to suitable habitat far enough from the 			

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>project area that no direct contact with herbicide would occur.</p> <p>c. Giant reed and other invasive plants will be cut and hauled out by hand and painted with glyphosate-based products, such as Aquamaster® or Rodeo®.</p> <p>d. Licensed and experienced California Department of Transportation staff or a licensed and experienced contractor will use a hand-held sprayer for foliar application of Aquamaster® or Rodeo® where large monoculture stands occur at an individual project site.</p> <p>e. All precautions will be taken to ensure that no herbicide is applied to native vegetation.</p> <p>f. Foliar applications of herbicide will not occur when wind speeds are in excess of 3 miles per hour.</p> <p>g. No herbicides will be applied within 24 hours of forecasted rain.</p> <p>h. Application of herbicides will be done by qualified California Department of Transportation staff, City of Arroyo Grande staff, or contractors to ensure that overspray is minimized, application is made in accordance with the label recommendations, and required and reasonable safety measures are implemented. A safe dye will be added to the mixture to visually denote treated sites. Application of herbicides will be consistent with the U.S. Environmental Protection Agency's Office of Pesticide Programs Endangered Species Protection Program county bulletins.</p> <p>i. All herbicides, fuels, lubricants, and equipment will be stored, poured, or refilled at least 60 feet from riparian habitat or water bodies in a location where a spill would not drain directly toward aquatic habitat. The California Department of Transportation and City of Arroyo Grande Public Works Department will ensure that a plan is in place for a prompt and effective response to accidental spills. All workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.</p>			

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
MM BIO-4	<p>South-Central California Coast Steelhead. The following measures shall be implemented to reduce potential impacts to South-Central California Coast steelhead:</p> <ol style="list-style-type: none"> 1. Avoid or reduce the area of permanent structures, such as rock slope protection, within the ordinary high-water mark on-site. Selection of the single-span bridge design reduces the need for additional support structures located within the ordinary high-water mark (structures will still be present on the stream banks). Removal of the existing piles within the ordinary high-water mark would result in improvements to steelhead habitat in the vicinity of the bridge. 2. Prior to initiation of stream diversion/dewatering, a qualified biologist shall conduct a worker environmental training program, including a description of steelhead, steelhead critical habitat, its legal/protected status, proximity to the project site, avoidance/minimization measures to be implemented during the project, and the implications of violating Federal Endangered Species Act and permit conditions. 3. In-stream work will take place between June 1 and October 15 in any given year, when the surface water within Arroyo Grande Creek is likely to be at seasonal minimum. Deviations from this work window will only be made with permission from the relevant regulatory agencies. During in-stream work, a qualified biologist who is approved by the National Oceanic and Atmospheric Administration National Marine Fisheries Service and has experience in steelhead biology and ecology, aquatic habitats, biological monitoring (including diversion/dewatering), and capturing, handling, and relocating fish species will be retained. During in-stream work, the biological monitor(s) will continuously monitor placement and removal of any required stream diversions and will capture stranded steelhead and other native fish species and relocate them to suitable habitat, as appropriate. The approved biologist(s) will capture steelhead stranded as a result of diversion/dewatering and relocate steelhead to the nearest suitable in-stream habitat. The approved biologist(s) will note the number of steelhead observed in the affected area, the number of steelhead relocated, and the date and time of the collection and relocation. 4. During in-stream work, if pumps are incorporated to assist in temporarily dewatering the site, intakes will be completely screened with no larger than 0.2-inch (5- 	The construction contractor shall implement measures to reduce potential impacts to South-Central California Coast steelhead.	Prior to and during construction activities	Project Applicant

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	millimeter) wire mesh to prevent steelhead and other sensitive aquatic species from entering the pump system. Pumps will release the diverted water so that suspended sediment will not re-enter the stream. The form and function of pumps used during the dewatering activities will be checked daily, at a minimum, by a qualified biological monitor to ensure a dry work environment and minimize adverse effects to aquatic species and habitats.			
MM BIO-5	Western Pond Turtle. Prior to construction, a biologist determined qualified by the California Department of Transportation shall survey the Biological Study Area and capture and relocate any western pond turtles, if present, to suitable habitat upstream of the Biological Study Area. Observations of these or other special-status species shall be documented on California Natural Diversity Database forms and submitted to the California Department of Fish and Wildlife upon project completion. If western pond turtle or other special concern aquatic species are observed during construction, they will likewise be relocated to suitable upstream habitat by the qualified biologist.	Survey and relocation results shall be submitted to the City of Arroyo Grande.	Prior to and during construction activities	Project Applicant
MM BIO-6	Nesting Migratory Birds. The following measures shall be included at appropriate times to reduce potential impacts to nesting migratory birds: <ol style="list-style-type: none"> 1. Prior to construction, when feasible, tree removal will be scheduled to occur from September 16 through February 14, outside of the typical nesting bird season, to avoid potential impacts to nesting birds. 2. If construction activities are proposed during the typical nesting season (February 15 to September 15), a nesting bird survey will be conducted by qualified biologists no more than two weeks prior to the start of construction to determine presence/absence of nesting birds within the project area and immediate vicinity. The California Department of Transportation will be notified if federally listed nesting bird species are observed during the surveys and will facilitate coordination with the U.S. Fish and Wildlife Service, if necessary, to determine an appropriate avoidance strategy. Likewise, coordination with California Department of Fish and Wildlife will be facilitated by the City of Arroyo Grande Public Works Department if necessary to devise a suitable avoidance plan for state-listed nesting bird species. If raptor nests are observed within the project area during the preconstruction nesting bird surveys, the nest(s) shall be designated an Environmental Sensitive Area and protected by a minimum 500-foot avoidance buffer until the breeding season ends 	The construction contractor shall implement measures to reduce potential impacts to nesting migratory birds; survey results shall be submitted to the City of Arroyo Grande.	Prior to and during construction activities	Project Applicant

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	or until a qualified biologist determines that all young have fledged and are no longer reliant upon the nest or parental care for survival. Similarly, if active passerine nests are observed within the project area during the preconstruction nesting bird surveys, the nest(s) shall be designated an Environmentally Sensitive Area and protected by a minimum 250-foot avoidance buffer until the breeding season ends or until a qualified biologist determines that all young have fledged and are no longer reliant upon the nest or parental care for survival. Resource agencies may consider proposed variances from these buffers if there is a compelling biological or ecological reason to do so, such as protection of a nest via concealment due to site topography.			
MM BIO-7	<p>Roosting Bats. The following measures shall be included at appropriate times to reduce potential impacts to roosting bats:</p> <ol style="list-style-type: none"> 1. Prior to construction, a visual survey will be conducted by a qualified biologist, at dawn and at dusk, to identify potential roosting bat activity. This survey shall be conducted between 2 and 4 weeks prior to bridge and/or tree removal activities. If roosting bat activity is identified during the preconstruction survey process, the City of Arroyo Grande will coordinate with the California Department of Fish and Wildlife regarding the biological significance of the bat population and appropriate measures that could be used to exclude bats from roosting under the bridge. Measures may include, but are not limited to, the installation of exclusionary devices by a qualified individual. 2. If it is determined that a substantial impact to individual bat species or a maternity roost will occur, then the City of Arroyo Grande will compensate for the impact through the development and implementation of a mitigation plan in coordination with California Department of Fish and Wildlife. 	The construction contractor shall implement measures to reduce potential impacts to roosting bats; survey results shall be submitted to the City of Arroyo Grande.	Prior to and during construction activities	Project Applicant
MM BIO-8	<p>Arroyo Willow. The following measures shall be included at appropriate times to reduce potential impacts to Arroyo Grande Creek:</p> <ol style="list-style-type: none"> 1. Prior to initiation of any construction activities, including vegetation clearing or grubbing, sturdy high-visibility fencing will be installed to protect the arroyo willow thickets adjacent to the designated work areas. This fencing will be placed so that unnecessary adverse impacts to the adjacent habitats are avoided. No construction work (including storage of materials) will occur outside of the 	The construction contractor shall implement measures to reduce potential impacts to arroyo willow.	Prior to and during construction activities	Project Applicant

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>specified project limits. The fencing will remain in place during the entire construction period, be monitored periodically by a qualified biologist, and be maintained as needed by the contractor.</p> <p>2. Prior to construction, the City of Arroyo Grande Public Works Department will prepare a comprehensive Habitat Mitigation and Monitoring Plan that provides for a 1:1 restoration ratio for temporary impacts and a 3:1 enhancement ratio for permanent impacts, unless otherwise directed by regulatory agencies. To the extent feasible, mitigation activities will be implemented within the project area and/or the Arroyo Grande Creek riparian corridor and areas in and adjacent to the project area that support invasive plant species, contain agricultural trash, and have erosion. These areas provide the most optimal mitigation opportunities on-site. Areas within the disturbance area where landscape trees and shrubs would be removed may also provide opportunities for planting native trees and riparian species. Any revegetation will be conducted using only native plant species. The final Habitat Mitigation and Monitoring Plan will identify the specific mitigation sites and it will be implemented immediately following project completion.</p>			
MM BIO-9	<p>Arroyo Grande Creek. The following measures shall be included at appropriate times to reduce potential impacts to Arroyo Grande Creek:</p> <p>1. Prior to construction, the City of Arroyo Grande Public Works Department will obtain a Section 404 Permit from the United States Army Corps of Engineers, a Section 401 Water Quality Certification from the Regional Water Quality Control Board, and a Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife for project-related impacts that will occur in areas under state and federal jurisdiction.</p> <p>2. Prior to construction, the City of Arroyo Grande Public Works Department will retain a qualified biological monitor(s) to monitor construction and ensure compliance with the avoidance and minimization efforts outlined within all the project environmental documents. At a minimum, monitoring will occur during initial ground disturbance activities and vegetation removal within the Arroyo Grande Creek corridor. Monitoring may be reduced to part time once initial disturbance and vegetation removal activities are complete. The duration of monitoring should be at least</p>	<p>The construction contractor shall implement measures to reduce potential impacts to Arroyo Grande Creek.</p>	<p>Prior to and during construction activities</p>	<p>Project Applicant</p>

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	once per week throughout the remaining construction phases, unless specified otherwise by permitting agencies.			
	3. Prior to construction, all personnel will participate in an environmental awareness training program conducted by a qualified biologist. The program shall include a description of the sensitive aquatic resources and federally designated critical habitat within the project area and the boundaries within which the project may be accomplished. If appropriate, the biologist may train and designate a representative of the City of Atascadero or other designee to provide training to subcontractors or personnel who will be on-site for short durations during the project.			
	4. Construction activities within jurisdictional areas will be conducted during the dry season when stream flows will be at annual lows (June 1–October 15) in any given year, or as otherwise directed by the regulatory agencies. Deviations from this work window can be made with permission from the relevant regulatory agencies.			
	5. Prior to initiation of any construction activities, including vegetation clearing or grubbing, sturdy high-visibility fencing will be installed to protect the jurisdictional areas adjacent to the designated work areas. This fencing will be placed so that unnecessary adverse impacts to the adjacent habitats are avoided. No construction work (including storage of materials) will occur outside of the specified project limits. The fencing will remain in place during the entire construction period, be monitored periodically by a qualified biologist, and be maintained as needed by the contractor.			
	6. Prior to construction, the contractor will prepare a Hazardous Materials Response Plan to allow for a prompt and effective response to any accidental spills. Workers will be informed of the importance of preventing spills and of the appropriate measures to take should a spill occur.			
	7. Prior to construction, a Storm Water Pollution Prevention Plan will be prepared for the project. Provisions of this plan will be implemented during and after construction as necessary to avoid and minimize erosion and stormwater pollution in and near the work area.			
	8. During construction, erosion control measures (e.g., silt fencing, fiber rolls, and barriers) will remain available on-site and will be utilized as necessary to prevent erosion and sedimentation in jurisdictional areas. No synthetic plastic mesh products will be used for erosion control and use of these materials on-site is prohibited. Erosion control			

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
	<p>measures and other suitable Best Management Practices used will be checked to ensure that they are intact and functioning effectively and maintained daily throughout the duration of construction. The contractor will also apply adequate dust control techniques, such as site watering, during construction to protect water quality.</p> <p>9. During construction, water quality monitoring of turbidity will be required while water is flowing.</p> <p>10. During construction, the cleaning and refueling of equipment and vehicles will occur only within a designated staging area and at least 60 feet (20 meters) from the creek banks. At a minimum, equipment and vehicles will be checked and maintained daily to ensure proper operation and avoid potential leaks or spills.</p> <p>11. During construction, trash will be contained, removed from the work site, and disposed of regularly. Following construction, trash and construction debris will be removed from the work areas. Vegetation removed from the construction site will be taken to a certified landfill to prevent the spread of invasive species. If soil from weedy areas (such as areas with poison hemlock or other invasive exotic plant species) must be removed off-site, the top 6 inches (152 millimeters) containing the seed layer in areas with weedy species will be disposed of at a permitted landfill.</p> <p>12. During construction, no pets will be allowed on the construction site.</p>			
Cultural Resources				
MM CR-1	<p>In the event that cultural resources are encountered during project activities, all ground-disturbing activities within a 25-foot radius of the find shall cease and the City of Arroyo Grande shall be notified immediately. Work shall not continue until a qualified archaeologist assesses the find and determines the need for further study. If the find includes Native American-affiliated materials, a local Native American tribal representative will be contacted to work in conjunction with the approved archaeologist to determine the need for further study. A standard inadvertent discovery clause shall be included in every grading and construction contract to inform contractors of this requirement.</p>	<p>Cease ground disturbing activities and immediately notify City of Arroyo Grande.</p>	<p>In the event that cultural resources are encountered during project activities; during ground-disturbing activities on the project site</p>	<p>Project Applicant</p>

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
Geology and Soils				
MM GEO-1	All project-related ground disturbance that occurs in previously undisturbed native soils shall be monitored by a qualified paleontological monitor on a full-time basis. However, the frequency of monitoring may be reduced at the discretion of the qualified paleontologist if the disturbed geologic units are determined to have a low potential to yield significant fossil resources upon further examination of the geologic units during grading operations. In the event that a subsurface fossil is discovered within the project area during project activities, all work within the vicinity of the find shall cease until the qualified paleontological monitor can assess the significance of the find. Field data forms shall be used to record pertinent geologic data. Any recovered fossils shall be prepared to the point of curation, identified by qualified experts, listed in a database to facilitate analysis, and repositied in a designated paleontological curation facility. The qualified paleontologist shall prepare a paleontological mitigation and monitoring report to be filed with the City of Arroyo Grande, as lead agency, and the repository.	Monitoring results shall be submitted to the City of Arroyo Grande.	During project-related ground disturbance that occurs in previously undisturbed native soils	Project Applicant
Hazards and Hazardous Materials				
HAZ-1	Prior to the implementation of any lane/road closures or detour routes, the City and/or its project contractors shall provide notice to all residents, business owners, public facilities, and emergency response providers likely to be affected by the closure and detours, including, but not limited to, the Five Cities Fire Authority and Arroyo Grande Police Department. The notice shall include the following information: dates of construction, temporary lane/road closures and detours, and contact information, including the phone number and email address of the City staff person responsible for responding to and addressing public complaints regarding access. The notice shall be provided at least 2 weeks prior to any planned road closure.	The City of Arroyo Grande and/or its project contractors shall provide notice to those likely to be affected by the closure and detours.	Within 2 weeks prior to the implementation of any lane/road closures or detour routes	Project Applicant, City of Arroyo Grande
Noise				
MM N-1	Noise-generating construction activities shall be limited to the daytime hours of 7:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturday through Sunday, excluding legal holidays observed by the City during which no noise-generating construction activities shall be allowed. Any exceptions to this period of time would need to be authorized by the City of Arroyo Grande on a case-by-case basis and would be subject to the City of Arroyo Grande Noise Standards.	The construction contractor shall limit construction activities to daytime hours.	During construction activities	Project Applicant

Mitigation Measure	Requirements of Measure	Compliance Method	Verification Timing	Responsible Party
MM N-2	Internal combustion engines for construction equipment shall be equipped with the muffler recommended by the manufacturer. Internal combustion engines shall not be operated on the job site without the appropriate muffler.	The construction contractor shall use appropriate mufflers.	During construction activities	Project Applicant

**CITY OF ARROYO GRANDE
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Arroyo Grande, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 E. Branch Street, Arroyo Grande, California 93420, County of San Luis Obispo, State of California ("City") and Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell and Associates', Incorporated in the State of California, with its principal place of business at 530 Paulding Circle, Suite A, Arroyo Grande, CA 93420 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Real Estate services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Traffic Way Bridge Replacement Project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional real estate consulting services necessary for the Project ("Services"). The Services are more particularly described in City's Request For Proposals, Exhibit "A," and Consultant's Proposal, Exhibit "B," which exhibits are attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.1 Term. The term of this Agreement shall be from September 26, 2023, to September 26, 2026, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred and four thousand, nine hundred seventy dollars and 21 cents (\$104,970.21) without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the

professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Lillian Jewell, President.

3.3.5 City's Representative. The City hereby designates Brian Pedrotti, Community Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Lillian Jewell, President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its

subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability Errors & Omissions Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and

1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or

omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Hamner, Jewell and Associates 530 Paulding Circle, Suite Arroyo Grande, CA 93420 ATTN: Lillian Jewell
City:	City of Arroyo Grande 300 E. Branch Street Arroyo Grande, CA 93420 ATTN: Brian Pedrotti, Community Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.8 Federal Provisions. When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "A-1" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARROYO GRANDE AND
Hamner, Jewell & Associates**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ARROYO GRANDE

**Beacon Integrated Professional Resources, Inc., a
California S Corporation dba Hamner, Jewell &
Associates**

Approved By:

Caren Ray Russum, Mayor

Approved as to Form:

By: _____

Its: _____

Best Best & Krieger LLP
Isaac Rosen, City Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

Printed Name: _____

Jessica Matson, City Clerk

EXHIBIT "A"
City Request for Proposals (RFP)



PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS AND PROPOSAL PROFESSIONAL CONSULTING SERVICES for Real Property Appraisal and Acquisition Traffic Way Bridge Replacement Project Federal Project NO. BRLS 5199 (030)

PW 2023-02

Mail/Deliver to:

City of Arroyo Grande Public Works Department
Attention: Christine C. Kahn, Asst. CIP Manager
300 East Branch Street
Arroyo Grande, CA 93420

Proposals Due:

2:00 P.M.
July 5, 2023

REQUEST FOR QUALIFICATIONS AND PROPOSAL

PROFESSIONAL CONSULTING SERVICES for Real Property Appraisal and Acquisition Traffic Way Bridge Replacement Project Federal Project No. BRLS 5199 (030) PW 2023-02

The City of Arroyo Grande is inviting qualified consultants to submit proposals to provide Professional Consulting Services for **Real Property Appraisal and Acquisition** for the Traffic Way Bridge Replacement Project.

Each proposal must be received by mail, recognized carrier or hand delivered no later than 4:00 p.m. on July 5, 2023 and submitted on the form(s) provided and accompanied by any other required submittals or supplemental materials. Each proposal submittal must include three (3) hardcopies of your proposal package and one (1) Adobe Acrobat Portable Document Format (PDF) file of the proposal on flash drive. A sealed Cost Proposal shall also be included in a separate envelope. No FAX submittals will be accepted. Late Proposals will not be considered and will be returned, unopened.

Proposal Package shall be sealed and labeled:

**Traffic Way Bridge Replacement
PW 2023-02**

Proposal Package shall consist of two (2) sealed envelopes, each clearly labeled:

**COST PROPOSAL
Traffic Way Bridge Replacement
PW 2023-02**

Questions

Any questions related to this RFP shall be submitted in writing to the attention of Christine C. Kahn Asst CIP Manager via email CKahn @ arroyogrande.org. Questions shall be submitted before 4:00 PM on June 28, 2023

This Request for Qualifications and Proposal is posted on the City's website at <http://www.arroyogrande.org/Bids.aspx>

Disadvantaged Business Participation

Even though there is a DBE goal of 0%. This project is subject to Title 49 Code of Federal Regulations Part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.". The City hereby notifies all proposers that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, disadvantage business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

REQUEST FOR QUALIFICATIONS AND PROPOSAL

PROFESSIONAL CONSULTING SERVICES for Real Property Appraisal and Acquisition Traffic Way Bridge Replacement Project Federal Project No. BRLS 5199 (030)

TABLE OF CONTENTS

I. INTRODUCTION	1
II. QUALIFICATIONS	1
III. SCOPE OF WORK	1
IV. PROPOSAL SUBMITTAL PROCESS	2
V. PROPOSAL CONTENT and ORGANIZATION	4
VI. COST PROPOSAL CONTENT and INSTRUCTIONS	5
VII. PROPOSAL EVALUATION and CONSULTANT SELECTION PROCESS	6
VIII. CONTRACT AWARD and EXECUTION	8

ATTACHMENTS

- A. Professional Services Agreement- SAMPLE- City of Arroyo Grande**
- B. Local Assistance Procedures Manual (LAPM) Forms**
- C. R/W Exhibit Mapping**
- D. Construction Documents- 65%**

I. INTRODUCTION

Project Background

The existing Traffic Way Bridge is a reinforced concrete structure that was constructed in 1932, making the bridge 86 years old. Caltrans inspects this bridge every two years, and during the inspection in 2016 they found signs of deck cracking, failed expansion joints, spalling concrete, concrete abrasion, and creek channel erosion. These conditions were determined to be high risk, and the bridge was reclassified from a scour counter measure project to a bridge replacement project. The City of Arroyo Grande, working with the Highway Bridge Program that provides Federal-Aid to Local Agencies statewide, developed a Plan of Action for replacement of the bridge. Since 2018, Professional Consulting Services for Environmental Studies, Plans, Specifications, and Estimates have been prepared to replace the bridge with an estimated start of construction by early 2024.

II. QUALIFICATIONS

The City of Arroyo Grande Public Works Department with their Design Consultant, Consor determined that 10 to 12 parcels will be impacted temporarily during construction. These parcels have been identified and are provided by APN and a map (attachment C). The City is seeking a qualified and duly licensed appraiser to provide the appraisals and statutory valuations of just compensation in support of the acquisition and or temporary use of real property interests required for the duration of construction of the project as described in the scope below.

III. SCOPE OF WORK

The Consultant Team shall provide all services for real property appraisal and acquisition as needed for up to twelve (12) easements. Ten (10) affected properties have been identified at this time on the project map and are listed below. Additional easements may become necessary as the design progresses and the plans are completed. The attached plans are at 65% completion. The bridge replacement project will be subject to both the availability of Federal Funding and the limitations of construction activities within the creek between June 15 and November 15. It will be important and necessary to ensure the temporary construction easements (TCE's) are in place and available for the duration (possibly 5 years) of the entire bridge replacement activities to prevent unnecessary and costly delays.

**ARROYO GRANDE CREEK BRIDGE AT TRAFFIC WAY
TEMPORARY CONSTRUCTION EASEMENTS (TCE)**

APN	LOT AREA (SF)	LOT AREA (ACRE)	TCE AREA (SF)	TCE AREA (ACRE)	OWNER	SITUS
007-481-009	6,200	0.14	1,380	0.03	FERNANDES ROMEL & MERCEDES	**NO SITUS ADDRESS PRESENT IN DATABASE**
007-481-008	5,900	0.14	1,260	0.03	FRIETA RENTALS	139 WE BRANCH ST
007-481-007	9,583	0.22	2,160	0.05	COLE PERAL I TRE	137 WE BRANCH ST ARGR
007-481-011	42,966	0.99	2,510	0.06	KALOOSIAN RAFFI M ETAL	**NO SITUS ADDRESS PRESENT IN DATABASE**
007-482-020	20,000	0.46	2,620	0.06	COYOTE CORP ETAL	0 STATION WY ARGR
007-482-026	43,996	1.01	18,030	0.41	HANSEN MES	170 STATION WAY ARGR
007-482-018	28,200	0.65	1,500	0.03	COYOTE CORP ETAL	104 TRAFFIC WY ARGR
007-482-006	107,850	2.48	43,530	1.00	PACIFIC	251 EA GRAND AV ARGR
006-311-067	1,432,688	32.89	42,300	0.97	SARUWATARI	500 FAIR OAKS AV ARGR
006-311-056	73,181	1.68	12,670	0.29	DOHI	310 FAIR OAKS AV ARGR

Anticipated Tasks and Deliverables may include, but are not limited to the following:

1. Coordinate with City Staff and Project Design Team, participate in Team Meetings, including PDT meetings with Caltrans as needed
2. Establish process with property owners regarding temporary use
3. Provide Notices of Decision to Appraise to property owners
4. Meeting with property owners at project site, if requested by property owners
5. Develop opinion of value consistent with State & Federal Guidelines
6. Submittal of appraisal report to compliment Bridge Replacement Schedule and regulatory permit conditions regarding creek entry
7. Provide advice and consultation services at appraisal conferences
8. Complete Acquisition of Temporary Easement's
9. Advise and participate with condemnation pre-trail meetings, if needed
10. Testimony as expert witness on behalf of City, if needed

IV. PROPOSAL REQUIREMENTS

Proposal Requirements

1. Each individual or firm submitting a proposal (Consultant) shall meet all of the terms and conditions of this Request for Proposal (RFP). By virtue of its proposal submittal, the Consultant acknowledges agreement with and acceptance of all provisions of the RFP specifications.
2. A Consultant may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the City Engineer for its withdrawal, in which event the proposal will be returned to the Consultant unopened. No proposal received after the time specified or at any place other than that stated in the RFP will be considered.
3. No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a proposal to be a subcontractor to a Consultant submitting a proposal, or who has quoted prices on materials to such Consultant, is not thereby disqualified from submitting a proposal to be a subcontractor or from quoting prices to other Consultants submitting proposals.
4. All costs incurred in the preparation and submission of this Proposal and related documentation

will be borne by the proposer.

5. It is preferred that all Proposals be submitted on recycled paper, printed on two sides.
6. This RFP does not constitute an offer of employment or to contract for services.
7. The City reserves the option to accept or reject any or all Proposals. The issuance of this RFP does not constitute an agreement by the City that any subsequent selection processes will occur, or that any contract will be entered into by the City.
8. The City reserves the right to amend the RFP by addendum. If necessary, the proposal submittal deadline will be extended to allow proposers additional time to respond to an RFP addendum.
9. All Proposals shall remain firm for 120 days.
10. The City reserves the right to award the contract to the firm who presents the Proposal which in the judgment of the City, best accomplishes the desired results.
11. Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in the consultant's Proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the City during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in RFP Attachment A - SAMPLE City of Arroyo Grande Professional Services Contract. The sample contract is for reference to the anticipated terms and conditions governing the City and the successful proposer. The proposer must take exception in their Proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The City reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL, IT IS ADVISED THAT CONSULTANTS READ THE CITY INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT.
13. Insurance Requirements: The selected Consultant is expected to: a) furnish properly executed certificates of insurance and additional insured endorsements to the City Engineer prior to commencement of work under this Agreement, which shall clearly evidence all required coverages and provide that such insurance shall not be materially changed or terminated except on thirty (30) days prior written notice to City; b) maintain such insurance from the time work first commences until completion of the work under this Agreement; and, (c) replace such certificates for policies expiring prior to completion of work under this Agreement.

If a subcontract for work or services to be performed exceeds \$25,000, the subcontract must contain all required provisions of the prime contract.
14. The proposals received shall become the property of the City of Arroyo Grande and are subject to public disclosure. Proposal prices and information submitted by proposers will be made available to proposers after City Council has approved award of contract. Proposers are to indicate any restrictions on the use of data contained in their responses. Those parts of a proposal which are defined by the proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7 and are reasonably marked as "Trade Secrets", confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is required or permitted under California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may be

Proposal / Award Phase Schedule

RFP Issued	June 20, 2023
All questions must be received by 4:00 p.m.	June 28, 2023
Proposal Due at 2:00 p. m.....	July 6, 2023
Proposal Evaluation Period	July 10-13, 2023
Interviews with 3 most qualified consultants (if necessary)	July 13- 18, 2023
Contract Negotiation with highest ranked consultant.....	July 17-21, 2023
Council Award of Contract	July 25, 2023
Contract Executed and Notice to Proceed Issued	July 28, 2023

V. PROPOSAL CONTENT and ORGANIZATION

1. **Cover Letter** - summarizing the key points of the statement (2 pages maximum).
2. **Firm Background**- In two pages or less, provide a brief overview of the firm that will assume all contract responsibilities and identify all proposed sub-consultants.
3. **Project Team**-Provide an organization chart that identifies the individuals and sub-consultants if applicable, assigned to and responsible for the key elements of the work scope and their relationship to the other elements. Identify the project manager as well as other key personnel to be assigned, their qualifications, education, and experience. Provide resumes of key individuals who will be assigned to this project including sub-consultants. Indicate the number of hours each member has been budgeted and will be assigned to the project and explain how communication with the City will take place.
4. **Qualifications and Experience**— Identify how much experience the firm and subconsultants have had with public agencies and preparing and obtaining the necessary documents for Temporary Construction Easements. Submittals shall include a detailed description of a minimum of three projects (3) within the past five (5) years that have similar scope to this project. Demonstrate the consultant team has successfully completed comparable projects. These projects shall illustrate the quality, type and past performance of the project team. Please do not list projects where major work was completed by staff no longer employed by the firm. Provide a statement of explanation of any instances where your firm has been removed from a project or disqualified from proposing on a project.
5. **Project Understanding and Work Plan** – A clear concise statement of the firms’ understanding of the nature and the extent of the services required and a specific outline to demonstrate how personnel would be organized to handle these services. See Section III, Scope of Work, for minimum expected tasks and deliverables.
6. **Critical Path Activities** –Proposals should present an estimated project schedule based on the anticipated project construction and working days allowed. The consultant is encouraged to identify critical path activities for the project and to discuss innovative ways to expedite such activities.
7. **Cost Proposal** - The cost proposal for the project timeline shall be submitted in a separately sealed envelope and will not be opened until the consultants’ proposals have been ranked based on their qualifications. The proposer shall prepare a detailed cost proposal for the work to be performed, listed by task. The cost proposal shall identify the hourly billing rates by

classification, as well as any other cost factors that the firm would need to price extra work. The same cost proposal detail is required for subconsultants. Furthermore, the cost proposal must identify a total project budget “not-to-exceed” amount for this proposal and identify any conditions that could affect your firm’s costs .

8. **Commitment** – The individual or company official with the power to bind the company in its proposal must sign the proposal. The contents of the proposal shall become a contractual obligation if a CONSULTANT’S bid is accepted.
9. **Proposal Submittal Forms**

IN ADDITION TO THE INFORMATION LISTED ABOVE, Consultant shall submit the following forms with their proposal.

City and Caltrans LAPM Forms and Statements Attachment “C”

1. Statement of Past Disqualifications
2. Non-Lobbying Certification and Debarment and Suspension Certification 10-Q- **Submit with Proposal**
3. Exhibit 10—I Defines DBE Requirements- **Informational Only**
4. Exhibit -10 -01 **Submit with Proposal**
5. Exhibit 10-02- **Do not submit with Proposal**. Only for selected Consultant
6. Exhibit 15-H- **Submit if the DBE Goal has NOT been achieved**

VI. COST PROPOSAL CONTENT AND INSTRUCTIONS

CONSULTANT’S Fee must be sealed in a separate envelope and will not be opened until all other factors have been considered. Unusually high or low fees may affect the ratings.

CONSULTANT compensation shall specify a not to exceed amount organized by task and shall include all items described in the scope of work for this project. The CONSULTANT team shall submit a fee estimate based upon:

- The tasks to be performed.
- A breakdown of the employees and professionals to be assigned to the tasks, the average hourly rates of each, and the man-hour cost assigned.
- The project fee costs.

Except in the unusual situation wherein the CONSULTANT encounters circumstances that could not be reasonably anticipated, the City will not authorize payment beyond this amount.

In consideration of this, any assumptions and/or the need for any contingencies must be clearly spelled out in the Fee Proposal and used as a basis to compute a “not-to-exceed” figure for the project. This figure should be sufficient to provide for any reasonably anticipated circumstances that may be encountered during project execution and completion.

VII. PROPOSAL EVALUATION and CONSULTANT SELECTION PROCESS

General Information

The selection process and work performed hereunder will be completed in accordance with applicable laws of the State of California, the California Transportation Commission (CTC), and Caltrans as administered by Caltrans Local Assistance.

Selection will be made on the basis of Qualification, using the Evaluation Criteria shown below. Cost Proposals will be submitted in a separate sealed envelope. The Cost Proposal will remain unopened until such time that negotiations take place with the most qualified consultant. All other Cost Proposals will remain unopened during the negotiation period.

Evaluation Criteria

EVALUATION CRITERIA	Weight
Quality and Strength of Consulting Team	20%
Past Performance	5%
Understanding of Scope	20%
Schedule	15%
Overall Quality of Proposal	10%
Cost	30%
TOTAL:	100%

Selection Committee

The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers. The Selection Committee, comprised of a minimum of three City staff members, will evaluate Proposals and other submitted documentation based on the criteria above. Firms may be invited to oral interviews before the Selection Committee.

Written proposals will be evaluated and scored using the criteria listed above in order to ascertain which proposal best meets the needs of the City. Each member of the review committee shall independently score all written proposals that have been submitted in a timely manner.

The members of the review committee will meet and discuss differences in individual scores and may contact references. As a result, individual review committee members may change their scores and rankings, but will cite their reasons for doing so. At the conclusion of the meeting, the review committee shall calculate a new combined ranking based upon changes, if any, to the individual rankings.

Written proposals will form the basis for selection of the consultant teams to be short-listed for oral interviews, but scores in the written proposals will not be considered in the oral interview evaluation. The review committee may "short-list" firms and conduct oral interviews. If interviews are deemed necessary, only the specifically identified project team members, led by the designated project manager, will be asked to appear.

If oral interviews are conducted, only the specifically identified project team members, led by the designated project manager, will be asked to appear. Finalists will be notified and informed of specific

interview requirements and procedures at least 14 days prior to the oral interview. Oral interviews are at the discretion of the review committee and may be pursued for any reason, but are typically intended to:

1. provide more detailed information about the written proposal, especially when the scores/rankings between proposals are close;
2. allow the review committee to get to know the expertise and nature of the proposer's work better;
3. provide both the review committee and the firm the opportunity to communicate ideas verbally, rather than strictly in written form.

Once the selection process (written proposal review and oral interviews, if held) is complete, the top-ranking firm will be invited to enter into contract negotiations with the City. In addition, consultants will be expected to accept the standard City contract language for right of way consulting services agreements. If negotiations are unsuccessful, discussions with the highest ranked firm will be terminated and the second highest ranked firm may be contacted for negotiations.

Cost and Contract Negotiations

Once the final ranking is determined, the City will conduct negotiations with the top-ranking firm to set hourly billing rates and classifications, overhead rates, and other compensation. In addition, consultants will be expected to accept the standard City contract language for right of way consulting services agreements.

Final Selection

Final selection of the consultant will be made by the City Engineer, based on the Selection Committee's evaluation of proposals, the results of the oral interview (if applicable), and terms of contract language negotiated with the City.

The Consultant to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been mailed to the address given in Consultants proposal. The contract shall be made in the form attached to and incorporated in this RFP. Should the Consultant fail to enter into a contract with the City within the timeframe stated above, the award may be annulled and the City will commence negotiations with the next highest ranked consultant.

TITLE VI COMPLIANCE

This project must comply with the requirements of Title VI of the Civil Rights Act of 1964 and related federal statutes and state law, to ensure that no person be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers on the grounds of race, color, national origin, sex, disability, religion, sexual orientation, or age. The selected Consultant will be required to comply with 49 CFR 21 entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation — Effectuation of Title VI of the 1964 Civil Rights Act. See Sample Contract attached (Appendix C) for the complete Title VI requirements.

FAIR EMPLOYMENT PRACTICE

The Consultant and all subconsultants shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder Title 2, Division 4.1, Chapter 5 of the California Code of Regulations Section 11000 et seq.

The Consultant, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person in employment or the selection and retention of subcontractors, including procurement of materials and leases of equipment.

DEBARMENT

In accordance with Appendix II of 2 CFR 200, consultants and subconsultant (any tier) shall not perform work on this Project if they are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs. The Excluded Parties List System (EPLS) is maintained by the General Services Administration (GSA) and available at the following website: <https://sam.gov/SAM/>

VIII. CONTRACT AWARD AND EXECUTION

Proposal Retention and Award

The City reserves the right to retain all proposals for a period of 60 days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

Competency and Responsibility of Consultant

The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Consultants. Consultants will provide, in a timely manner, all information that the City deems necessary to make such a decision.

Contract Requirement

The Consultant to whom award is made shall execute a written contract with the City within ten (10) calendar days after notice of the award has been mailed to the address given in Consultants proposal. The contract shall be made in the form attached to and incorporated in this RFP. (Attachment A) Should the Consultant fail to enter into a contract with the City within the timeframe stated above, the award may be annulled and the City will commence negotiations with the next highest ranked consultant.

Insurance Requirements

The Consultant shall provide proof of insurance in the form, coverages and amounts specified in this RFP within ten (10) calendar days after notice of contract award as a precondition to final contract execution.

Business License and Tax Certificate

The Consultant must have a valid City of Arroyo Grande business license and tax certificate before execution of the contract.

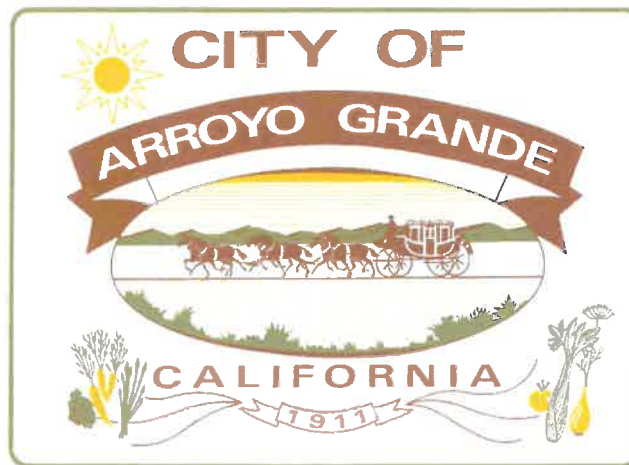
EXHIBIT "B"
PROPOSAL

SBJ-



**QUALIFICATIONS AND PROPOSAL SUBMITTAL
PROFESSIONAL CONSULTING SERVICES
FOR REAL PROPERTY APPRAISAL AND ACQUISITION
TRAFFIC WAY BRIDGE REPLACEMENT PROJECT
FEDERAL PROJECT NO. BRLS 5199 (030)
PW 2023-02**

PREPARED FOR
THE CITY OF ARROYO GRANDE
City of Arroyo Grande Public Works Department
Christine C. Kahn, Assistant CIP Manager
300 E. Branch Street
Arroyo Grande, CA 93420



SUBMITTED BY
HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
530 Paulding Circle, Suite A
Arroyo Grande, CA 93420
PHONE (805) 773-1459
FAX (805) 773-2418
WWW.HAMNER-JEWELL.COM
Page 298 of 575

Cover Letter

July 10, 2023

Christine C. Kahn
Assistant CIP Manager
City of Arroyo Grande Public Works Department
300 E. Branch Street
Arroyo Grande, CA 93420

**Subject: City of Arroyo Grande – Qualifications and Proposal Submittal
Professional Consulting Services for Real Property Appraisal and Acquisition
Traffic Way Bridge Replacement Project**

Dear Christine,

Hamner, Jewell & Associates ("HJA") is pleased to submit our qualifications and proposal to the City of Arroyo Grande for right of way acquisition services for the Traffic Way Bridge Replacement Project. As the only local independent right of way consulting firm in San Luis Obispo County, and with our offices right up the street from the project area and City offices, we would look forward to helping our community and the City's project team bring this necessary project to fruition.

Since 1977, Hamner, Jewell & Associates has been providing governmental real estate services in conformance with the California Government Code, federal Uniform Act, and Caltrans policies and procedures to public agencies throughout the central coast. Since 2014, our corporate headquarters and local right of way services staff has been located at our current location on Paulding Circle in Arroyo Grande. Through the years, we have assisted most of the cities and agencies throughout the counties of San Luis Obispo, Santa Barbara, and Ventura with federally-funded projects, providing the same type of services that the City of Arroyo Grande now seeks for the Traffic Way Bridge Replacement Project. We work with our local Caltrans oversight teams to ensure approvals and compliance of the right of way acquisition process with all funding requirements to set the stage for successful right of way certifications to preserve project funding and protect project schedules.

Our Arroyo Grande staff includes right of way agents licensed by the California Department of Real Estate, Notary Publics, escrow and transaction coordinators, and clerical support staff. In accordance with the requirements of your Request for Qualifications and Proposal, we have prepared this submittal containing our firm background, project team, qualifications and experience, project understanding and work plan, critical path activities schedule, commitment statement, and proposal submittal forms.

We hope that this submittal presents you with the information you seek to confirm our ability to complete the right of way acquisition scope of work for this project effectively and as an integrated team member with the uniform goal bringing the project to fruition.

As directed, the cost proposal is included in a separate sealed envelope.

Please feel free to call on us with any questions you may have. We look forward to the opportunity to assist the City of Arroyo Grande with its right of way acquisition needs on this project.

Sincerely,



Lillian Jewell

Managing Senior Associate

530 Paulding Circle, Suite A

Arroyo Grande, CA 93420

Office: (805) 773-1459

Fax: (805) 773-2418

ljewell@hamner-jewell.com

Firm Background

HAMNER, JEWELL & ASSOCIATES is a specialized real estate consulting firm that provides right of way and governmental real estate acquisition and relocation services. For over forty years, Hamner, Jewell and Associates has provided these services to public agencies throughout Ventura, Santa Barbara, and San Luis Obispo Counties. Currently with three offices, in **Ventura, Arroyo Grande, and Fresno**, our firm has extended its services to agencies throughout the Central Coast and Central Valley regions. As our central hub, our Arroyo Grande office is our corporate administration office for the firm as well as our base for our San Luis Obispo County project staff.

FIRM NAME

Beacon Integrated Professional Resources, Inc.
dba Hamner, Jewell & Associates
DRE License #01298223

TYPE OF ORGANIZATION

S-Corporation

CORPORATE OFFICE ADDRESS

530 Paulding Circle, Suite A
Arroyo Grande, CA 93420
TELEPHONE (805) 773-1459
FAX (805) 773-2418

FIRM REPRESENTATIVE AND CONTACT

Lillian D. Jewell
Designated Broker/President
Managing Senior Associate
DRE # 00704804
ljewell@hamner-jewell.com

CERTIFICATIONS

Small Business Enterprise (SBE)
Small Business Public Works (SB-PW)
State of California DGS
Certification ID: 1424900
Renewal Date: May 31, 2024

Originally founded in 1977 by Rick Hamner in Ventura, California, the firm has expanded over the years, working on public projects throughout the State. Managing Senior Associate, **Lillian Jewell, joined the firm in 1986 and in 1989 the firm name was changed to Hamner, Jewell & Associates.** In 2000, Hamner, Jewell & Associates became a dba to our corporate umbrella, Beacon Integrated Professional Resources, Inc., under which we continue to operate today. Ms. Jewell continues to actively manage the firm and is the Corporate Real Estate Broker. All of our real estate acquisition staff also maintain licenses through the California Department of Real Estate and most hold notary public commissions as well, to facilitate our ability to efficiently obtain signed deeds for our acquisition projects.

Our primary specialization is acquiring real property rights, including easements and other partial interests, and providing mandated relocation assistance to property occupants on behalf of entities with the authority to acquire property by eminent domain. Our services are designed with the specific intent of complying with all State and Federal funding requirements, as well as Caltrans policies and procedures when applicable, while successfully acquiring property by agreement, minimizing the instances in which eminent domain action might otherwise be required, but preserving the acquiring agency's right to initiate such action should it become a viable necessity.

We have acquired temporary and permanent easements or fee interests for roadways, sewer lines, waterlines, well sites, tank sites, utilities, greenbelts, and construction areas. We have also acquired

access rights, air rights, slope easements, drainage easements, and properties for redevelopment projects and capital improvement projects such as parks, public parking lots, and sewer expansion projects.

Our services include acquisition and relocation planning, including drafting acquisition and relocation guidelines, relocation plans, and replacement housing plans. We also provide preliminary relocation surveys and cost estimates, market surveys, resource analysis, title analysis, representation in lease negotiations, interim property management, utility relocation coordination, construction noticing, dispute resolution, and other general real property consulting services.

FEDERAL FUNDING. Hamner, Jewell & Associates is experienced and knowledgeable with all federal funding requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("Uniform Act") and we have an excellent working relationship with our local federal oversight representatives from Caltrans. To facilitate federally funded public works projects, we work extensively with Caltrans District representatives and can facilitate projects in compliance with Caltrans and federal funding requirements. In addition to FHWA/Caltrans-funded projects, we have also handled property acquisition funded by other federal agencies, such as acquiring transportation center sites utilizing Federal Transit Administration (FTA) funding, and aviation easements utilizing Federal Aviation Administration (FAA) funding. We also have experience in federal stimulus-funded projects and are familiar with the extra tracking and reporting requirements associated with such projects.

COMPLIANCE. Our right of way work is performed in accordance with the professional and ethical standards of the International Right of Way Association (IRWA) and in accordance with the provisions of the California Government Code, the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, Caltrans and FHWA policies and procedures, when applicable, and other applicable statutes and guidelines. We are familiar with, trained and experienced in implementing Caltrans and FHWA right of way acquisition requirements, and we routinely work with projects that are subject to Caltrans monitoring, oversight, and approvals.

PROPOSED SUB CONSULTANTS. Because this project anticipates only the need for temporary easements, we expect to minimize the need for full appraisals by utilizing Waiver Valuations completed by our right of way acquisition team. However, we anticipate that the Ace Hardware property TCE may require a formal appraisal, and we are aware of a history with one of the owners on the project that had been challenging to reach agreement with on a prior project and therefore we may recommend a formal appraisal on that parcel as well. For the appraisals deemed necessary for the project, MAI Certified General Real Estate Appraiser **Kevin McAtee of Hoffman, Vance & Worthington** is our selected appraiser for this project and **Ed Hawkes from Hawkes Real Estate Appraisal** is our selected appraiser for the appraisal reviews. Both are licensed certified general real estate appraisers who we have often teamed with in the past on similar projects.

All right of way acquisition and associated services other than the appraisal work will be directly provided by our local Arroyo Grande staff.

Project Team

Hamner, Jewell & Associates' **Project Team** offered to the City of Arroyo Grande includes a project managers, right of way agents, transaction coordinators, our project support team, and our trusted subcontractors for appraisal work. In addition to the brief descriptions below, our staff members' detailed resumes are included in the appendix of the proposal.

ORGANIZATIONAL CHART



Project Team Management and Approach

Hamner, Jewell & Associates assigns a Project Manager for each project. Assignments of support staff will depend on the volume and complexity of the work. Our designated Project Manager will utilize our right of way field agents to support the project if it requires such additional staffing. Project Managers will handle all staffing oversight and project team coordination, provide monthly status reports to the City, assess project needs and monitor schedules, budgets, and deliverables.

Project Manager Lillian Jewell has many years of experience overseeing and implementing the right of way acquisition components of public projects and has an excellent working relationship with our Caltrans Local Public Agency Coordinator.

Project Team

Our local Right of Way Agents JT Katavich and Jennifer Mizrahi have extensive local experience delivering right of way acquisitions for local agency projects. Each are active in our local chapter of the International Right of Way Association (IRWA) and have obtained professional designations from the IRWA, in addition to being licensed by the Department of Real Estate and holding Notary Public Commissions. Local and accessible, these agents provide top level expertise in supporting the right of way acquisition needs for this project.

Hamner, Jewell & Associates maintains a support staff that includes Transaction Coordinator Mary Jo Anderson who has years of experience preparing our right of way contracts and file documentation, having previously worked for the San Luis Obispo County Counsel's office. She is fantastic at cost effective document preparation and file management support to our Right of Way Agents and Project Managers. Transaction Coordinators draft offer packages for our agents' review and finalization. Their support gives us the capability of cost-effectively providing real estate services for projects. Ms. Mizrahi also brings fifteen years of prior experience in escrow, supporting our transactional coordination needs for escrow and title clearance, professionally ensuring that our signed agreements get successfully converted into closed escrows and recorded deeds that effectively transfer title to our clients. We fully understand that this is the ultimate goal of concluding a property acquisition.

Subcontractors

Hamner, Jewell & Associates' team includes highly experienced Certified General Real Estate Appraisers who have specialized in public agency work and appraising properties for pre-eminent domain and eminent domain purposes for many years. The appraisers we work with are specifically selected for their knowledge of unique appraisal problems and variety of experience appraising the specific types of property rights required for the project. We have worked extensively with both Kevin McAtee, MAI, and Ed Hawkes in the past and have the confidence that they will provide the appraisal services needed for this project.

Our staff resumes may be found on the following pages.

Staff hours allocated/projected:

Lillian Jewell	70
JT Katavich	50
Jennifer Mizrahi	235
Mary Jo Anderson	130
Project Support Pool	75

560

LICENSES

Corporate Real Estate Broker
Licensed Real Estate Broker:
DRE #00704804



EDUCATION

B.A., University of California, Santa Barbara

TRAINING

Numerous IRWA Courses, including:

- Course 105 – The Uniform Act: Executive Summary
- Course 502 – Business Relocation
- Course 505 – Residential Relocation
- Course 802 – Legal Aspects of Easements
- Course 804 – Skills of Expert Testimony
- Course 901 – Engineering Plan Development & Application

The Negotiation and Dispute Resolution Course offered by the Ventura Center for Dispute Settlement

CLE International Eminent Domain Conference
FRA: Acquisition, Appraisal Concepts, and Administrative Settlement

Comprehensive Rehabilitation Services
Workshop: "All the Right Moves—Tenant Assistance and Relocation in HUD Programs"

Caltrans Acquisition Workshops

Post graduate courses in:

- Real Estate Law
- Real Estate Principles & Practice
- Property Management

AWARDS

- Chapter 47 IRWA Professional of the Year 1993, 2000

MEMBERSHIPS AND LEADERSHIP

- International Right of Way Association Member
- American Public Works Association
- Association of Women in Water, Energy, and Environment
- Association of Water Agencies
- Three Times Past President and International Director of Chapter 47 IRWA
- RW Consultant's Council

LILLIAN D. JEWELL

PRESIDENT & MANAGING SENIOR ASSOCIATE

Lillian Jewell has been the Managing Senior Associate of Hamner, Jewell & Associates since 1990, and since 1979 has spent her entire career in real estate. Ms. Jewell has functioned in a primary role in residential, commercial, and agricultural land negotiations and acquisitions for cities, counties, special districts, water agencies, utilities, and redevelopment agencies spanning from San Diego County to the northern portions of the Central Coast, Central Valley, and the Silicon Valley. Prior projects managed have included federally funded freeway interchange projects, the acquisition of sites for federally funded transportation centers, Metrolink stations, and transit maintenance facility sites, as well as several park acquisitions, many roadway and public trail projects. She also managed the acquisition and relocation services in conjunction with approximately 200 parcel acquisitions for the California High Speed Rail Project.

Over the years she has had extensive specialized training in the governmental real estate sector through professional courses and seminars offered by the International Right of Way Association, Caltrans, FHWA, FRA, HUD, CRLA (continuing legal education) and through the Ventura Center for Dispute Resolution. Courses have also included Understanding Environmental Contamination in Real Estate Transactions. Ms. Jewell has a lengthy resume of experience in providing acquisitions, sales of excess lands, and interim property management in conjunction with transportation, public works, housing, and redevelopment projects. She is a "hands-on" manager who closely monitors project progress and maintains direct relationships with our clients and project teams.

THOROUGHLY VERSED IN:

- ▶ Federal Uniform Act
- ▶ State Government Code
- ▶ Eminent domain requirements
- ▶ Caltrans policies and procedures
- ▶ Organizational leadership and project management
- ▶ Drafting relocation guidelines, plans, and cost estimates
- ▶ Central Coast, Central Valley, and other California real estate

TYPES OF PROJECTS MANAGED:

- ▶ Fee purchases of vacant and improved properties
- ▶ Easement acquisition for pipelines and street widening
- ▶ Sidewalk and bike path projects
- ▶ Project planning, budgetary estimates and right of way data sheets
- ▶ Securing rights of entry
- ▶ Relocation Assistance
- ▶ Freeway interchange projects (including Willow Road)
- ▶ Acquisition of sites for federally funded transportation
- ▶ Transit maintenance facility sites
- ▶ Park acquisitions
- ▶ Roadways and bridges

LICENSES

California Real Estate License:
DRE #02109021
California Notary Public



EDUCATION

M.A. | Education

B.A. | Journalism

San Diego State University

TRAINING

IRWA Courses:

- 100: Principles of Right of Way
- Course Coordinator Training
- 104: Standards of Practice for the Right of Way Professional
- 200: Principles of R.E. Negotiation
- 213: Conflict Management
- 502: Non-Residential Relocation Assistance
- 900: Principles of Real Estate Engineering

Webinar: The Pre-Condemnation Process:
Pointers & Perspectives

Post Graduate Education:

- California Real Estate Principles
- California Real Estate Practice
- California Real Estate Appraisal

IRWA Region 1 Fall Forum Seminar

FHWA Resource Center Right-of-Way
Workshop: "Uniform Act: Appraisal, Acquisition
& Relocation Requirements Overview"

MEMBERSHIPS & CERTIFICATIONS

International Right of Way Association Chapter
47, Central Coast – Young Professionals Chair

2021-2022 Young Professional of the Year

Right of Way Agent – Generalist Certified

J.T. KATAVICH

RWA

RIGHT OF WAY AGENT

J.T. Katavich joined Hamner, Jewell & Associates in January 2017. Over the years, he has progressed to increasingly responsible positions, and is a well-rounded, cross trained Right of Way Agent and Project Manager with excellent communication skills, technical skills, and organizational skills. He is thoroughly experienced with public right of way acquisition projects from inception through completion, including initial property identification and research and completing Right of Way Data Sheets and budgetary estimates for projects small and large. Mr. Katavich is adept at completing waiver valuations for surface and subsurface rights, including valuation of agricultural crop values, and researching cost to cure values for improvements. He has also acquired right of entry agreements from property owners for the purposes of biological and geotechnical studies.

Mr. Katavich holds a California Real Estate License and Notary Public Commission, as well as a Right of Way Agent designation from the International Right of Way Association. His active, on-the-job training has been supplemented by attending specialized professional level courses offered through the IRWA, Caltrans, and FHWA.

Mr. Katavich's interpersonal skills lend themselves to a skillful approach to property owner negotiations. Through these negotiations, he has acquired fee title, permanent and temporary easements for federally funded and local agency projects. Mr. Katavich has also assisted our public agency clients with preparing Caltrans Right of Way Certification forms. Additionally, he has completed relocation plans for temporary relocations prompted by housing rehabilitation projects. J.T. has excellent aptitude, judgment, and presentation skills, excellent communication skills, both verbal and in writing, and top-notch technical skills.

TYPES OF PROJECTS:

- ▶ Right of Way Acquisition, federally funded Caltrans oversight & Local Agency
- ▶ Streets and Highways, Water and Wastewater Systems
- ▶ Full and Partial Acquisitions, Fee and Easements, Temporary Easements
- ▶ Right of Way Data Sheets & Budgetary Analysis
- ▶ Relocation Impact Analysis and Relocation Plans
- ▶ Relocation Assistance per State and Uniform Act Guidelines
- ▶ Waiver Valuations
- ▶ Williamson Act Compliance
- ▶ Development Conditions/Required Dedications

RECENT EXPERIENCE PROJECTS:

- ▶ City of San Luis Obispo – Chorro Murray Sewerline Project
- ▶ Cutler Orosi Water Authority – Surface Water Treatment Plant
- ▶ Le Grande Athlone Water District – Le Grande Athlone Intertie Project
- ▶ Merced County – Atwater Merced Expressway
- ▶ City of Turlock – Taylor at Walnut Intersection Improvements
- ▶ Dinuba – Multiple Street Improvement Projects
- ▶ Paso Robles – Recycled Waterline Project
- ▶ Atascadero – Two Federally-Funded Bridge Replacement Projects

LICENSES

California Real Estate License:

DRE #02080090

California Notary Public



DESIGNATIONS

RWP Designation,

International Right of Way Association

TRAINING

Numerous IRWA Courses, including:

- Course 100: Principles of Land Acquisition
- 104: Standards of Practice for the Right of Way Professional
- Course 105: The Uniform Act: Executive Summary
- Course 200: Principles of Real Estate Negotiations
- Course 205: Bargaining Negotiations
- Course 213: Conflict Management
- Course 400: Principles of Real Estate Appraisal
- Course 403: Easement Valuation
- Course 501: Residential Relocation Assistance
- Course 502: Non-Residential Relocation Assistance
- Course 600: Environmental Awareness
- Course 800: Principles of Real Estate Law

Attended numerous California Annual Escrow Association and Annual Education Conferences

Additional Courses taken include:

- California Real Estate Principles
- California Real Estate Practices
- California Real Estate Law
- IRWA Region 1 Fall Forum Seminar Coordinator
- URA the HUD Way: Module 7 Temporary Relocation

AWARDS

- IRWA, Chapter 47 Young Professional of the Year 2021

MEMBERSHIPS AND LEADERSHIP

- IRWA, Chapter 47, Central Coast – President and International Director
- IRWA, Chapter 47 – Former Education Committee Chair and Treasurer

JENNIFER MIZRAHI

RWP

RIGHT OF WAY AGENT – ESCROW COORDINATOR

Mrs. Mizrahi is a Right of Way Agent and Escrow Coordinator. She holds a California real estate license, the RWP designation from the International Right of Way Association, and also has extensive escrow experience. Among other achievements in her role as a Right of Way Agent, she has obtained exchange agreements for water pipeline easements on behalf of the Montecito Water District in conjunction with restoration work following the catastrophic debris flows that damaged District facilities. She has also provided right of way services to Madera County on several right of way acquisition projects and has acquired temporary construction easements for the cities of Goleta and San Luis Obispo.

Mrs. Mizrahi joined Hamner, Jewell & Associates in October 2014, initially filling an important role as a specialist in processing and expediting escrow transactions to prompt smooth and expedited closings. Mrs. Mizrahi brought to our team 11 years of experience as an Escrow Officer and over 16 years of experience in the escrow industry. She has worked for Chicago Title, Fidelity National Title, North American Title, where she was awarded a Gold level accomplishment and a lifetime achievement award in 2015, and First American Title, as well as an independent escrow company in Los Angeles County. She has handled governmental acquisition escrows for residential, commercial, and mobile-home land acquisitions. Mrs. Mizrahi's problem-solving abilities, outstanding organization, and excellent communication skills make her a key asset to the Hamner, Jewell & Associates team. She was heavily involved in the California High-Speed Rail project, not only overseeing and processing large volumes of escrows and closings, but also preparing funds disbursement requests, construction memos, and providing project tracking and database management.

THOROUGHLY VERSED IN:

- ▶ Right of Way Acquisition on Caltrans Oversight Projects
- ▶ Escrow Coordination
- ▶ Deed Preparation and Recordation
- ▶ Title Research, Review, and Clearance
- ▶ Obtaining Subordinations and Partial Reconveyances
- ▶ Tax Cancellation & Williamson Act Clearance

TYPES OF PROJECTS:

- ▶ Bridge Projects
- ▶ Roundabout Projects
- ▶ Federally Funded Acquisition for Transportation Projects
- ▶ Condemnation Coordination
- ▶ Local Agency Projects
- ▶ Full and Partial Acquisition, Fee and Easement Acquisitions
- ▶ Relocation Assistance

LICENSES

Certified General Real
Estate Appraiser:
#AG014257



MEMBER OF APPRAISAL INSTITUTE (MAI)

EDUCATION

Loyola Marymount University,
Westchester, CA
B.S. - Business Administration Emphasis on
finance

TRAINING

IRWA Courses, including:

- Course 400 – Introduction to Appraising Real Estate
- Course 803 – Eminent Domain Law

Appraisal Institute Courses:

- Basic Appraisal Principles
- Basic Appraisal Practices
- Business Practices and Ethics
- Two-Day Advanced Income Capitalization – A and B
- General Appraiser Report Writing and Case Studies
- Valuation by Comparison: Residential Analysis and Logic
- Litigation Assignments for Residential Appraisers: Doing Expert Work on Atypical Cases
- Residential Site Valuation and Cost Approaches
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications

AHIS Seminar: Affordable Housing Valuation

MEMBERSHIPS

- Appraisal Institute Member #11124
- Board of Directors for Ventura County Taxpayers Associates

KEVIN MCATEE, MAI

APPRAISER WITH HOFFMAN, VANCE & WORTHINGTON (PRIMARY APPRAISER)

Kevin McAtee, MAI conducts real estate appraisals for Hamner, Jewell & Associates on a contract basis as Principal of Hoffman, Vance, and Worthington an independent fee appraisal firm. Mr. McAtee's real estate experience spans a period of over 35 years. His work in real estate began in 1983 with the Charles Dunn Company in Los Angeles. From 1985- 1992, he was with TOLD Corporation, a commercial real estate brokerage and developer. This background, combined with his Business Administration/ Finance degree, provided the solid foundation for launching his own provided the solid foundation for launching his own Real Estate Appraisal firm in 1992.

Since 1998, he has been with Hoffman Vance and Worthington a firm that specializes in valuations, management, and consulting. Appraisals became his focus and his current expertise spans appraisal, feasibility analysis, finance, construction, management and marketing of real estate. Over his lengthy career, Mr. McAtee has appraised all types of real estate and has conducted numerous appraisals for Hamner, Jewell & Associates (HJA) for its public agency clients, including fee and easement appraisals of agricultural, commercial, and special use properties. He has especially worked extensively with HJA on its public projects throughout Ventura County, including projects for Calleguas Municipal Water Districts and the Cities of Camarillo, Fillmore, Moorpark, Oxnard, Simi Valley, and Ventura.

RECENT ASSIGNMENTS:

- ▶ Appraisal Report for Calleguas Municipal Water District Interconnection Pipeline with LVMWD.
- ▶ Appraisal Reports for the City of Camarillo Pleasant Valley Desalter Plant Project
- ▶ Appraisal Reports of the Calleguas Municipal Water District OSR & LPF Improvements
- ▶ Appraisal for a Hotel Site in City of Camarillo
- ▶ City of San Luis Obispo Cultural Arts Center Temporary Easements

EXPERT TESTIMONY:

Mr. McAtee has qualified as an expert witness in real estate matters in:

- ▶ Los Angeles County Superior Court
- ▶ Ventura County Superior Court
- ▶ Ventura County Property Tax Appeals Board

LICENSES

Certified General Appraiser: #AG007710

EDUCATION

B.S. | Agricultural Management,
California Polytechnic State University,
San Luis Obispo, CA

TRAINING

Continued Education in:

- Eminent Domain Law
- Skills of Expert Testimony
- Conservation Easement Seminar
- Market Trends Seminars
- Federal and State Laws and Regulations
- USPAP
- Capitalization Theory and Technique
- Condemnation Appraising
- Appraisal Consulting
- Appraisal Review
- Option Value
- Farm Appraisal
- Valuation for Financial Reporting
- Special Purpose Properties Seminar
- IRS Valuation Summit
- Elements of California Real Estate Law

MEMBERSHIPS

- International Right of Way
Association Member #04743011

ED HAWKES

APPRAISER WITH HAWKES REAL ESTATE APPRAISAL (ROLE: REVIEW APPRAISER)

Ed Hawkes has over 20 years of experience appraising real estate of all types. While the appraisal of agricultural real estate is a specialty of Hawkes Real Estate Appraisal, the firm offers a full spectrum of real estate appraisal services including commercial, industrial, and residential appraisals. Hawkes Real Estate Appraisal is capable of providing appraisals for any purpose including financing, estate planning, litigation, or eminent domain.

After working several years in production agriculture, Ed Hawkes became a staff appraiser for Bank of America, specializing in the appraisal of agricultural real estate, equipment, and crops. He then spent several years managing farm and ranch real estate for Bank of America and Wells Fargo Bank. Returning to appraisal, he worked first as an independent residential appraiser, then as a staff appraiser with the firm of Reeder, Gilman, and Associates, and, following another brief stint as an independent appraiser, was the Chief Appraiser for Rincon Corporation, a full service agricultural real estate firm. In 2009, he left Rincon to start Hawkes Real Estate Appraisal. Over the years, Mr. Hawkes has accumulated extensive experience appraising property of all types for a variety of clients and purposes.

CLIENT TYPES FOR APPRAISAL PROJECTS:

- ▶ Local and State Government Agencies
- ▶ Agricultural Farms
- ▶ Legal and Accounting Firms
- ▶ Financial Institutions
- ▶ Environmental Organizations
- ▶ Industrial and Commercial Firms
- ▶ Private Individuals and Clients

QUALIFIED EXPERT WITNESS:

Ed Hawkes has acted as an expert witness in the following courts:

- ▶ San Luis Obispo Superior Court
- ▶ Santa Barbara County Superior Court

Qualifications and Experience

Hamner, Jewell & Associates has extensive experience completing federally funded bridge replacement projects throughout Ventura, Santa Barbara, San Luis Obispo and Merced Counties. All federally funded projects were undertaken in compliance with federal funding guidelines and Caltrans oversight. Most of these projects have included the acquisition of Temporary Construction Easements. Many also have included temporary construction easement extensions due to project delays that required extended dates of construction use.

Hamner, Jewell & Associates has worked closely with the Caltrans team in developing and acquiring, and extending, TCE's on these projects. We are aware of changes in Caltrans policies and requirements over the last several years, and of the trend towards acquiring longer TCE terms to minimize the need for future extensions. We know that the TCE's must be effective for right of way certification and that any extensions will need to be re-valued and compensated for at the time of owner agreement to the extended term. We note that your RFP recommends a possible 5 year TCE term.

PROJECT EXPERIENCE. Local federally funded bridge replacement projects have included the Bello Bridge in Pismo Beach, the Via Avenue Bridge in Atascadero, the Santa Lucia Bridge in Atascadero, and the Bridge Street Project for the City of Arroyo Grande. We have also relatively recently completed right of way certification for the Hollister Avenue Bridge in Goleta. And we previously did all of the right of way acquisition for the new Willow Road Interchange in Nipomo. Included below are summaries of the San Luis Obispo County bridge projects.

CITY OF ARROYO GRANDE – BRIDGE STREET BRIDGE PROJECT

RIGHT OF WAY ACQUISITION SERVICES

The City of Arroyo Grande needed Right of Way Acquisition and Appraisal services for a Federal-aid project. The City's design consultant has identified eight parcels that would require a Temporary Construction Easement (TCE). Four of these were owned by different owners and the other four were owned by City. Hamner, Jewell & Associates was able to complete this project on time.

OUR PROJECT MEMBERS

- Lillian Jewell, Managing Senior Associate
- Cathy Springfield, Project Manager
- Jennifer Mizrahi, Escrow Coordinator



CLIENT REFERENCE AND CONTACT INFORMATION

Name: Jill McPeck
 Title: Capital Improvement Project Manager
 Agency: City of Arroyo Grande
 Phone: (805) 473-5444
 Email: jmcpeek@arroyogrande.org

CITY OF ATASCADERO – SANTA LUCIA BRIDGE PROJECT

RIGHT OF WAY APPRAISAL AND ACQUISITION SERVICES

The City of Atascadero sought to conduct a full bridge replacement and roadway approach improvements for Santa Lucia Road over Graves Creek Bridge. New bridge structures needed to be widened to meet current standards and safety regulations. Hamner, Jewell & Associates provided right of way appraisal and acquisition of the seven properties, including permanent and temporary construction easements, all acquired in conformance with Caltrans policies.

OUR PROJECT MEMBERS

- Lillian Jewell, Project Manager
- J.T. Katavich, Right of Way
- Mary Jo Anderson, Transaction Coord.
- Ed Hawkes, Appraiser



CLIENT REFERENCE AND CONTACT INFORMATION

Name: Ryan Hayes
Title: Deputy Public Works Director
Agency: City of Atascadero
Phone: (805) 470-3424
Email: rhayes@atascadero.org

CITY OF ATASCADERO – VIA AVENUE BRIDGE REPLACEMENT PROJECT

RIGHT OF WAY ACQUISITION SERVICES

Hamner, Jewell & Associates provided right of way acquisition services to the City of Atascadero for the replacement of the Via Avenue Bridge. The project required two parcel acquisitions of permanent and temporary easements, and subsequent easement extensions due to construction commencement delays. All were acquired successfully by agreement and we completed this project on time and on budget.

OUR PROJECT MEMBERS

- Lillian Jewell, Project Manager
- J.T. Katavich, Right of Way Agent
- Jennifer Mizrahi, Escrow Coordinator
- Mary Jo Anderson, Transaction Coord.
- Ed Hawkes, Appraiser



CLIENT REFERENCE AND CONTACT INFORMATION

Name: Ryan Hayes
Title: Deputy Public Works Director
Agency: City of Atascadero
Phone: (805) 470-3424
Email: rhayes@atascadero.org

CITY OF PISMO BEACH- BELLO BRIDGE REPLACEMENT PROJECT

RIGHT OF WAY ACQUISITION SERVICES

Hamner, Jewell and Associates was tasked with providing right of way acquisition services to the City of Pismo Beach. The City planned to reconstruct Bello Street Bridge, which was a key component of the local circulation element. Its closure effectively isolated the City's Corporation yard and southern section of Pismo Beach from the rest of the City.

Hamner, Jewell & Associates was successful in acquiring right of way from two properties, including PG&E and St. Anthony's, so construction could commence on this project. Our scope of services was completed on time and on budget, under Caltrans guidelines.



CLIENT REFERENCE AND CONTACT INFORMATION

Name: Erin Olsen

Title: Administrative Secretary

Agency: City of Pismo Beach, Public
Works/Engineering

Phone: (805) 773-7038

Email: eolsen@pismo beach.org

OUR PROJECT MEMBERS

- Lillian Jewell, Project Manager
- David Jewell, Right of Way Agent

STATEMENT OF PAST PROJECT DISQUALIFICATION. Hamner, Jewell & Associates hereby declares that we have no instances in which our firm has been removed from a project or disqualified from proposing on a project.

Project Understanding and Work Plan

We understand that the consultant team is expected to provide all services for real property appraisal and right of way acquisition as needed for a possible total of twelve easements. As of now, ten affected properties have been identified and have been provided in Attachment C of the RFP with their associated APN and a map. As the design process progresses, we understand that additional easements may be identified leading up to when the plans are completed (as of now they are at 65% completion). We understand that because this project is subject to both the availability of Federal Funding and the limitations of construction activities within the creek between June 15 – November 15, it will be important to ensure that the Temporary Construction Easements (TCEs) are in place and available for the duration of the entire project in order to avoid any potential delays.

From the information you have provided us and our own HJA research, we understand the affected properties and easement types for this project currently to be as follows:

No.	APN	Owner	Type of TCE Valuation
1	007-481-009	Fernandez Romel & Mercedes	Waiver Valuation, Temporary Construction Easement (TCE)
2	007-481-008	Frieta Rentals	Waiver Valuation, Temporary Construction Easement (TCE)
3	007-481-007	Cole Real I TRE	Waiver Valuation, Temporary Construction Easement (TCE)
4	007-481-011	Kaloosian Raffi Metal	Appraisal, Temporary Construction Easement (TCE)
5	007-482-020	Coyote Corp Etal	Waiver Valuation, Temporary Construction Easement (TCE)
6	007-482-026	Hansen Mes	Appraisal, Temporary Construction Easement (TCE)
7	007-482-018	Coyote Corp Etal	Waiver Valuation, Temporary Construction Access and Staging Easement
8	007-482-006	Pacific Fuel Group	Appraisal, Temporary Construction Easement (TCE)
9	006-311-067	Saruwatari	Appraisal, Temporary Construction Easement (TCE)
10	006-311-056	Dohi	Appraisal, Temporary Construction Easement (TCE)

Hamner, Jewell & Associates has a thorough and effective process for handling projects requiring real property services including appraisals and right of way acquisition. Our standard detailed scope of work follows:

PROJECT PLANNING PHASE

- Project team kick off meeting. Review preliminary project plans and conduct initial site visit.
- Jointly establish acquisition policies and procedures.
- Actively participate in field checks with engineers and appraisers.
- Perform preliminary property investigations, including obtaining County Assessor information and review of any previous client correspondence and contacts with property owners.
- Initiate preliminary owner contacts to obtain information that may assist in design plan completion and appraisal preparation.
- Obtain Permits to Enter for project planning studies, when requested.
- Prepare proposed acquisition documents for staff review and pre-approval.
- Provide real estate acquisition cost estimates to assist in routing and site selection decisions.
- Communicate and coordinate with City staff, legal counsel, appraisers, and engineers to minimize potential property acquisition complications and costs.

PRE-OFFER PHASE

- Obtain and review preliminary title reports.
- Obtain and review appraisals from qualified licensed Certified General Appraisers experienced in completing appraisals in conformance with the Appraisal Institute and project funding requirements.
- Obtain a formal Appraisal Review on federally funded projects.
- Review final project plans to assure thorough understanding prior to contacting property owners.
- Prepare and maintain parcel diaries.
- Prepare correspondence, forms, easement and right-of-way agreements, purchase offer letters, and deeds for property owners.
- Prepare Appraisal Summary Statements reflecting relevant appraisal data, in conformance with state law.
- For partial acquisitions, prepare an information package including plans, diagrams, etc., indicating the specific area to be acquired, and addressing any effects of the acquisition on the remainder parcel.
- Set appointments for offer presentations after receiving client approval of the appraisal and authorization to proceed with offer presentations.

NEGOTIATION PHASE

- Personally deliver each offer, if at all possible, and explain project details, the written offer, the Summary Statement, and governmental acquisition procedures to the property owner.
- Respond to the owners' requests for supplemental information.
- Gather and review information submitted by the property owners, and transmit to staff, appraiser, engineer, or legal counsel, if appropriate.
- Coordinate interim vacancy payments with owners whose tenants are relocated prior to Agency possession of the property.
- Prepare periodic status reports and maintain open communication with staff at all times.
- Respond to all concerns in a prompt, impartial manner while attempting to obtain an amicable mutually acceptable agreement.

Negotiated Agreement	Condemnation
<ul style="list-style-type: none"> ➤ Prepare purchase and transfer documents, including escrow instructions and supplemental paperwork, if required. ➤ If required, prepare an Administrative Settlement Memorandum for the file and confirm client pre-approval. ➤ Meet with owners to obtain signatures. ➤ Notarize documents. ➤ Open an escrow, if appropriate, and supply copies of all documents, title report, and supplemental information to escrow officer. ➤ Forward original documents to staff for submission to Council/Board for formal approval and execution. ➤ Coordinate with owners, staff, escrow officer, title officer, recorder's office, beneficiaries, and others, handling all items necessary to successful closing. ➤ Transmit funds and closing documents to appropriate parties. ➤ Review and forward Policy of Title Insurance to staff if such is obtained per agreement provisions. 	<ul style="list-style-type: none"> ➤ Coordinate with legal counsel in preparing the necessary suit information in advance of filing. ➤ Prepare and mail Notices of Intent, if requested. (Actual notices usually are mailed by legal counsel.) ➤ Attend public Necessity Hearing. ➤ Continue settlement negotiations. ➤ Maintain open communication with client and legal counsel. ➤ Attend settlement conferences and/or mediation sessions, if requested. ➤ Act as Expert Witness, if called upon. ➤ Support legal counsel in any way helpful in achieving a stipulated settlement in lieu of ongoing litigation.

FOLLOW-UP

- Draft or contribute necessary acquisition data for Caltrans Right-of-way Certification, if required and included in Scope of Work.
- Maintain records in compliance with law.
- Submit original files to Agency, if requested.
- Review acquisition statistics upon project completion, providing an analysis of project acquisition costs, if requested.
- Provide construction coordination and consultation to ensure compliance with all agreements and requirements.

CONSTRUCTION COORDINATION

- Prepare Construction and Restoration Reports/Construction Memos to summarize construction commitments for contractor.
- Prepare construction commencement notices to owners, when requested, per commitments made in RW Agreement or Deed.
- Field calls from owners during construction and act as intermediary in relaying information to client and/or contractor.
- Aid in resolution in any construction damage claim disputes and obtain owner sign off documenting satisfaction and release.

We understand that the key anticipated tasks for this project will include:

1. Coordinate with City Staff and Project Design Team, participate in Team Meetings, Including PDT meetings with Caltrans as needed
2. Establish process with property owners regarding temporary use
3. Provide Notices of Decision to Appraise to property owners
4. Meeting with property owners at project site, if requested by property owners
5. Develop opinion of value consistent with State & Federal Guidelines
6. Submittal of appraisal report to compliment Bridge Replacement Schedule and regulatory permit conditions regarding creek entry
7. Provide advice and consultation services at appraisal conferences
8. Complete Acquisition of Temporary Easements
9. Advise and participate with condemnation pre-trial meetings, if needed (contingency budget)
10. Testimony as expert witness on behalf of City, if needed (contingency budget)

Please note that we also believe that there will be personal property relocation assistance potential on the Ace Hardware property. We understand that access and staging will be needed through property currently used by Ace Hardware for outside storage. We recommend that this contact with Ace Hardware be undertaken as an early task to assess coordination and site clearance needs and then be able to build in the appropriate necessary steps into the project plan and timeline.

Critical Path Activities

Hamner, Jewell & Associates has provided a schedule below for each task in the right of way acquisition process. This is to provide you with an approximate timeline of how long each task will take us and when you can expect completion of our phase of work for your project.

Duration (Days)	Key Tasks
14	Preliminary Title Reports
7	Property Owner Outreach
45-75	Appraisal Reports
14	Appraisal Reviews
7	City Approval/Authorization of Appraisals and Offers
3 – 10	Offer Presentations
90 – 120	Negotiations to Acquire Properties / Possession by Cooperative Agreements
	Escrow Process (May not be required for TCE-only acquisitions) OR Initiate Court Order for Possession (estimate 4-5 months from Resolution of Necessity date to effective possession date.)

Note: Schedule based on a notice to proceed received July 28, 2023. This schedule is based on efficient City responses to all questions and project tasks, as well as cooperative owners. All durations are in working days. Due to the construction limitations in the creek, we assume that the goal will be to be ready for construction commencement in June 2024. We should be able to meet this timeline as long as notice to proceed is forthcoming shortly and legal descriptions and area calcs are provided to initiate the valuation processes.

ENHANCEMENTS AND TECHNICAL INNOVATIONS. In the event that critical path activities need to be expedited for the project, here are some of the innovations we have available to further along each task:

- We propose to provide bi-weekly updates to the project team via Status Reports submitted to the City's project manager. The use of status reports ensures that the entire team is kept up to date while keeping the project moving forward by avoiding unnecessary meetings.
- Our transactional support staff, which includes escrow and transactional coordinators, allows our right of way agents to focus on their tasks and streamlines our communication with property owners and City staff, escrow, title officers, and lenders.
- We will evaluate the potential to use the Caltrans approved waiver valuation process for time and cost savings in certain cases where the acquisition will not exceed a \$10,000 value and is deemed non-complex (no severance damages). These Waivers can be performed by our in-house

right of way staff and may be recommended for any nominal value cases where owner cooperation is anticipated.

- The City can choose to utilize an early acquisition incentive program for those owners who sign agreements within the first 30 days of receipt of offer. This incentive program should offer a percentage in addition to the appraised value of the acquisition area. Any incentive plan will need to be pre-approved by the City Council and confirmed acceptable to Caltrans.

SCHEDULING AND INTERDEPENDENCIES. Delivery schedules for appraisal reports can vary based on scope of work and complexity of each appraisal but the average delivery time for appraisals is about 4-8 weeks and appraisal reviews can usually be completed within 2 weeks from appraisal completion. In order to initiate appraisals, we must have the legal descriptions and area calculations for the easements. On very small TCE's a plat map and area calc may be acceptable, however if the City is going to pay for 5 year TCEs, we would recommend legal descriptions be prepared so that TCE deeds can be prepared in a format that can be recorded.

Cost Proposal

The cost proposal for this project has been included in a separate sealed envelope, as directed.

Commitment

Hamner, Jewell & Associates understands that the contents of this proposal shall become a contractual obligation in the event that our proposal is accepted. Lillian Jewell, as President of Beacon Integrated Professional Resources Inc., dba Hamner, Jewell & Associates, has the power to bind the company contractually.

Proposal Submittal Forms

Hamner, Jewell & Associates has reviewed the additional forms required for submittal with this proposal and has signed them and submitted them with this proposal. Please see the following pages.

1. Local Agency: City of Arroyo Grande 2. Contract DBE Goal: 0

3. Project Description: Traffic Way Bridge Replacement

4. Project Location: Traffic Way, Arroyo Grande, CA

5. Consultant's Name: Beacon Integrated Professional Resources, Inc. dba Hamner, Jewell & Associates 6. Prime Certified DBE: ☐

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> No Lobbying Activities to Disclose		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>J. T. Katavich</u> Print Name: <u>J.T. Katavich</u> Title: <u>Secretary</u> Telephone No.: <u>805-773-1459</u> Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Arroyo Grande 2. Contract DBE Goal: 0
3. Project Description: Traffic Way Bridge Replacement
4. Project Location: Traffic Way, Arroyo Grande, CA
5. Consultant's Name: Beacon Integrated Professor 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
0.00			
Right of way appraisal and Acquisiton Services	N/A	N/A	0
Local Agency to Complete this Section			\$ 0.00
20. Local Agency Contract Number: <u>PCW 2023 - 02</u> 21. Federal-Aid Project Number: <u>05-5199 F15</u> 22. Contract Execution Date: <u>09/26/23</u>			0 %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. <u>[Signature]</u> <u>09/04/23</u> 23. Local Agency Representative's Signature 24. Date <u>STEVEN B. KAHN</u> <u>(805) 610-6269</u> 25. Local Agency Representative's Name 26. Phone <u>INTERIM PUBLIC WORKS DIRECTOR</u> 27. Local Agency Representative's Title			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. <u>[Signature]</u> <u>07/07/2023</u> 15. Preparer's Signature 16. Date <u>J.T. Katavich</u> <u>805-773-1459</u> 17. Preparer's Name 18. Phone <u>Secretary</u> 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 07/10/2023 PE/CEFederal-aid Project No(s) BRLS 5199 (030) Bid Opening Date 07/11/2023 CON

The City of Arroyo Grande established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications

Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited

Date of Initial Solicitation

Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%
	Pick			0.00%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization

Method/Date of Contact

Results

- H. Any additional data to support a demonstration of good faith efforts:

0 goal

EXHIBIT "C"
COMPENSATION

Hamner, Jewell & Associates

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third-party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. All reimbursable and third-party expenses will be billed to the client at cost, with appropriate invoices or other appropriate documentation provided for reference. Statements for work shall be rendered monthly. Payments are due within thirty days.

Traffic Way Bridge Right of Way Acquisition Budget:

Task Description	Quantity	Total
Preliminary Title Reports	9	\$ 8,000.00
Appraisals	5	\$17,500.00
Appraisal Reviews	5	\$ 6,000.00
Printing/Postage/Delivery/Mileage		\$ 500.00
Right of Way Acquisition Staff Time	560 hrs	\$72,970.21
	Total	\$104,970.21

Post Resolution of Necessity time is excluded from this budget.

Rates may be adjusted at the first of each fiscal year with advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions. This budget is based on a project schedule that assumes completion of scope of work prior to the end of 2024, per the schedule incorporated in this contract.

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Date: 7/10/2023

[illegible]

\$409.12

i) Gen & Admin [(c) x (h)]

10%

\$6,633.66

Description	Quantity	Unit	Unit Cost	Total
Preliminary Title Reports	9	ea	Various	\$8,000.00
Appraisals	5	ea	Various	\$17,500.00
Appraisal Reviews	5	l	\$1,200.00	\$6,000.00
Printing/Postage/Delivery/Mileage				\$500.00

n) TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) +	\$32,000.00
--	-------------

January 2018

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) #REF!

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$27,049.20	500	=	\$54.10	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$54.10	+	5.00%	=	\$56.80	Year 2 Avg Hourly Rate
Year 2	\$56.80	+	5.00%	=	\$59.64	Year 3 Avg Hourly Rate
Year 3	\$59.64	+	5.00%	=	\$62.63	Year 4 Avg Hourly Rate
Year 4	\$62.63	+	5.00%	=	\$65.76	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	75.00%	*	500.0	=	375.0	Estimated Hours Year 1
Year 2	20.00%	*	500.0	=	100.0	Estimated Hours Year 2
Year 3	5.00%	*	500.0	=	25.0	Estimated Hours Year 3
Year 4		*	500.0	=		Estimated Hours Year 4
Year 5		*	500.0	=		Estimated Hours Year 5
Total	100%		Total	=	500.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$54.10	*	375.0	=	\$20,286.90	Estimated Hours Year 1

Year 2	\$56.80	*	100.0	=	\$5,680.33	Estimated Hours Year 2
Year 3	\$59.64	*	25.0	=	\$1,491.09	Estimated Hours Year 3
Year 4	\$62.63	*		=		Estimated Hours Year 4
Year 5	\$65.76	*		=		Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$27,458.32	
Direct Labor Subtotal before Escalation				=	\$27,049.20	
Estimated total of Direct Labor Salary Increase				=	\$409.12	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract; and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

January 2018

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Lillian Jewell Title*: President
Signature:  Date of Certification (mm/dd/yyyy): 7/10/2023
Email: ljewell@hamner-jewell.com Phone Number: 805-773-1459
Address: 530 Paulding Circle, Suite A Arroyo Grande, CA 93420

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Preliminary Title Reports (9), Appraisals (5), Appraisal Reviews (5), Waiver Valuations (5), TCE Acquisitions (10) and relocation assistance for Ace Hardware inventory. Excluded extra services: post Resolution of Necessity Litigation Support, and any additions to the scope of work specified in the RFP. Fee based on one year duration. Changes in design and extended delays in project progression could trigger additional time and costs that may necessitate additional budget.

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING PROGRAM SUPPLEMENT NO. F017 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 05-5199F15 FOR THE TRAFFIC WAY BRIDGE REPLACEMENT PROJECT**

WHEREAS, the Traffic Way Bridge was built in 1932; and

WHEREAS, in 2016 an inspection revealed signs of deck cracking, failed expansion joints, spalling concrete, concrete abrasion, and creek channel erosion; and

WHEREAS, in 2018 the Bridge was determined to be high risk and identified as a replacement project; and

WHEREAS, on July 24, 2018, City Council approved an updated Master Service Agreement and Program Supplement Agreement for the replacement of the Traffic Way Bridge; and

WHEREAS, the City and the State have entered into Administering Agency-State Agreement for Federal Aid Funded Projects No. 05-5199R ("Traffic Way Bridge Replacement Project"); and

WHEREAS, the State has revised the Master Agreement to incorporate various changes in regulations and policies No.05-5199F15; and

WHEREAS, Program Supplement No. F017 to the Administering Agency-State Agreement for Federal Aid Funded Project No. 05-5199F15 designates the State and/ or Federal funds requested and the matching funds to be provided by the City of Arroyo Grande for the Traffic Way Bridge Replacement Project; and

WHEREAS, the City of Arroyo Grande is eligible to receive State and/or Federal funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Arroyo Grande hereby:

1. Approves Exhibit A attached, entitled "Program Supplement Agreement No. F017, to Administering Agency-State Agreement for Federal-Aid Projects No. 05- 5199F15".
2. Appoints the Mayor as the official representative authorized to sign the Program Supplement Agreement.

RESOLUTION NO.
PAGE 2

On motion by Council Member _____, seconded by Council Member _____, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

The foregoing Resolution was adopted on this 26th day of September 2023.

CAREN RAY RUSSOM, MAYOR

ATTEST:

JESSICA MATSON, CITY CLERK

APPROVED AS TO CONTENT:

BILL ROBESON, INTERIM CITY MANAGER

APPROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

PROGRAM SUPPLEMENT NO. F017 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 05-5199F15

Adv. Project ID
0518000146

EXHIBIT A

Date: January 31, 2023
Location: 05-SLO-0-ARGD
Project Number: BRLS-5199(030)
E.A. Number:
Locode: 5199

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 08/07/2018 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Traffic Way Bridge (Bridge Replacement) - Br. No. 49C-0318

TYPE OF WORK: Bridge Replacement

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z001	\$1,040,228.00	LOCAL		OTHER
	Y001	\$575,445.00			
\$1,825,000.00			\$209,327.00		\$0.00

CITY OF ARROYO GRANDE

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA

Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 02/01/2023

\$1,615,673.00

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

4. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of

SPECIAL COVENANTS OR REMARKS

1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

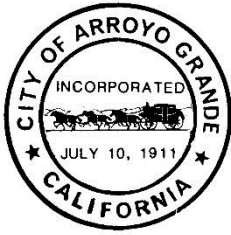
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



MEMORANDUM

TO: City Council

FROM: Steve Kahn, Interim Public Works Director

BY: Shane Taylor, Utilities Manager

SUBJECT: Monthly Water Supply and Demand Update

DATE: September 26, 2023

SUMMARY OF ACTION:

The update reports the City's total water supply and demand for August 2023. Current Lopez Reservoir level and projected levels are provided in the attachments.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

Approximately two (2) hours of staff time is required to prepare the report.

RECOMMENDATION:

Receive and file the Monthly Water Supply and Demand Update.

BACKGROUND:

On March 28, 2023, the City Council adopted a Resolution rescinding the declaration of a State 1 Water Shortage Emergency and related water shortage restrictions and penalties.

The City of Arroyo Grande's water entitlements are calculated on a water year that begins April 1st. The current water supply for water year 2023/2024 includes 2,290 Acre Feet from Lopez Reservoir, 1,323 Acre Feet of groundwater entitlement from the Santa Maria River Groundwater Basin, and 160 Acre Feet from the City's wells that draw from the Pismo formation.

The predicted water use for 2023/2024 water year is 2,200 Acre Feet.

In August 2023, the City's water use was 207.2 Acre Feet with a per capita use of 121 gallons per day/per person. The residential per capita use was 93 gallons per day/per person. There was a total of 0 inches of rainfall in the City in August 2023.

The rainfall total at the city Corporation Yard gauge for the season of 2023/2024 is 0 inches.

ANALYSIS OF ISSUES:

The United States Drought Monitor, as of September 11, 2023, shows San Luis Obispo County is not in a drought. Rainfall for the period of August 1, 2023, through August 31, 2023, is 0 inches at the Corporation Yard rain gauge. Lopez Lake is at 97.2% (48,000 Acre Feet) as of September 11, 2023. The 2022/2023 water year ended on March 31, 2023.

Lopez Lake began a continuous spill on March 23, 2023, and stopped spilling as of June 21, 2023. As of June 20, 2023, 14,457 Acre Feet had spilled from Lopez Lake. During a spill, all deliveries are waived and not charged towards contract entitlement. The City has 405 Acre Feet of entitlement credit due to the spill.

The deep well index for the third quarter of 2023 was completed on July 6, 2023, and is 11.57 feet above sea level, which is 4.7 feet above the threshold value. The current deep well index is 0.66 feet lower than April 2023, and 6.23 feet higher than July 2022.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Receive and file the report, or
2. Provide other directions to staff.

ADVANTAGES:

The report provides the City Council and the public with the current and projected conditions of our water supply and demand.

DISADVANTAGES:

No disadvantages noted at this time.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Monthly Operations Report
2. Lopez Reservoir Storage Projection
3. Yearly Water Use Supply & Demand

**San Luis Obispo County Flood Control and Water District
Zone 3 - Lopez Project - Monthly Operations Report
August, 2023**

CONTRACTOR	PROJECT WATER																MONTHLY CREDIT TO ENTITLEMENT DUE TO SPILL	YTD CREDIT TO ENTITLEMENT DUE TO SPILL
	AVAILABLE WATER (APR-MAR)			DELIVERIES														
				THIS MONTH						APRIL TO PRESENT								
	ENTITLE MENT	STORED PW*	TOTAL AVAILABLE PW	ENTITLEMENT		STORED PW		TOTAL		ENTITLEMENT		STORED PW		TOTAL USAGE				
				USAGE	%	USAGE	%	USAGE	%	USAGE	%	USAGE	%	USAGE	%			
AG	2290.0	0.0	2290.0	178.91	8%	0.0	0.0	178.9	8%	872.2	38%	0.0	0%	872.2	38%	[AF]	[AF]	
OCSD	303.0	0.0	303.0	62.14	21%	0.0	0.0	62.1	21%	263.9	87%	0.0	0%	263.9	87%	0.00	96.60	
GB	800.0	0.0	800.0	67.12	8%	0.0	0.0	67.1	8%	332.7	42%	0.0	0%	332.7	42%	0.00	164.17	
PB	892.0	0.0	892.0	0.00	0%	0.0	0.0	0.0	0%	376.7	42%	0.0	0%	376.7	42%	0.00	275.16	
CSA 12	245.0	0.0	245.0	8.91	4%	0.0	0.0	8.9	4%	41.0	17%	0.0	0%	41.0	17%	0.00	20.11	
SM	N/A	0.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.00	N/A	
TOTAL	4530.0	0.0	4530.0	317.08	7.0%	0.0	0.0	317.1	7.0%	1886.5	41.6%	0	0.0%	1886.5	42%	0.00	961.09	

CONTRACTOR	ANNUAL REQUEST**	CUMULATIVE SSWPW ***	STATE WATER PROJECT WATER												TOTAL MONTHLY DELIVERIES
			DELIVERIES												
			THIS MONTH						JANUARY TO PRESENT						
			ALLOCATION			DIE	AIE	TOTAL	ALLOCATION		DIE	AIE	TOTAL		
REQUEST	USAGE	%	USAGE	USAGE	USAGE	USAGE	%	USAGE	USAGE	USAGE	USAGE				
AG	N/A	0.0	N/A	N/A	N/A	0.0	0.0	0.0	N/A	N/A	0	0	0.0	AG	178.91
OCSD	187.5	0.0	0.0	0.0	0%	0.0	0.0	0.0	94.6	50%	0	0	94.6	OCSD	62.14
GB	N/A	0.0	N/A	N/A	N/A	0.0	0.0	0.0	N/A	N/A	0	0	0.0	GB	67.12
PB	1070.0	0.0	160.0	149.0	14%	0.0	0.0	149.0	427.5	40%	0	0	427.5	PB	149.00
CSA 12	96.0	0.0	9.5	9.50	10%	0.0	0.0	9.5	49.9	52%	0	0	49.9	CSA 12	18.41
SM	90.0	0.0	8.0	5.93	7%	0.0	0.0	5.9	38.8	43%	0	0	38.8	SM	5.93
TOTAL	1443.5	0.0	177.5	164.43	11%	0.0	0.0	164.4	610.8	42%	0	0	610.8	TOTAL	481.51

DAM OPERATIONS			
	THIS MONTH	WY TO DATE	MAX CAPACITY
LAKE ELEVATION (ft)	521.31	N/A	522.6
STORAGE [AF]	48211	N/A	49200
MONTHLY RAINFALL [in]	0.00	0.00	N/A
(Annual: July 1- June 30)		0.0	
DOWNSTREAM RELEASES [AF]	394.97	1649.2	4200.0
LAKE TO TERMINAL [AF]	445.9	2208.1	N/A
SPILLAGE [AF] (WY)	0.00	8968.1	N/A

DISTRICT STORED SWP WATER	
	[AF]
PREVIOUS MONTH	
DWR METER DELIVERIES	
THIS MONTH	
AG WHEELING OCEANO WATER	2.26

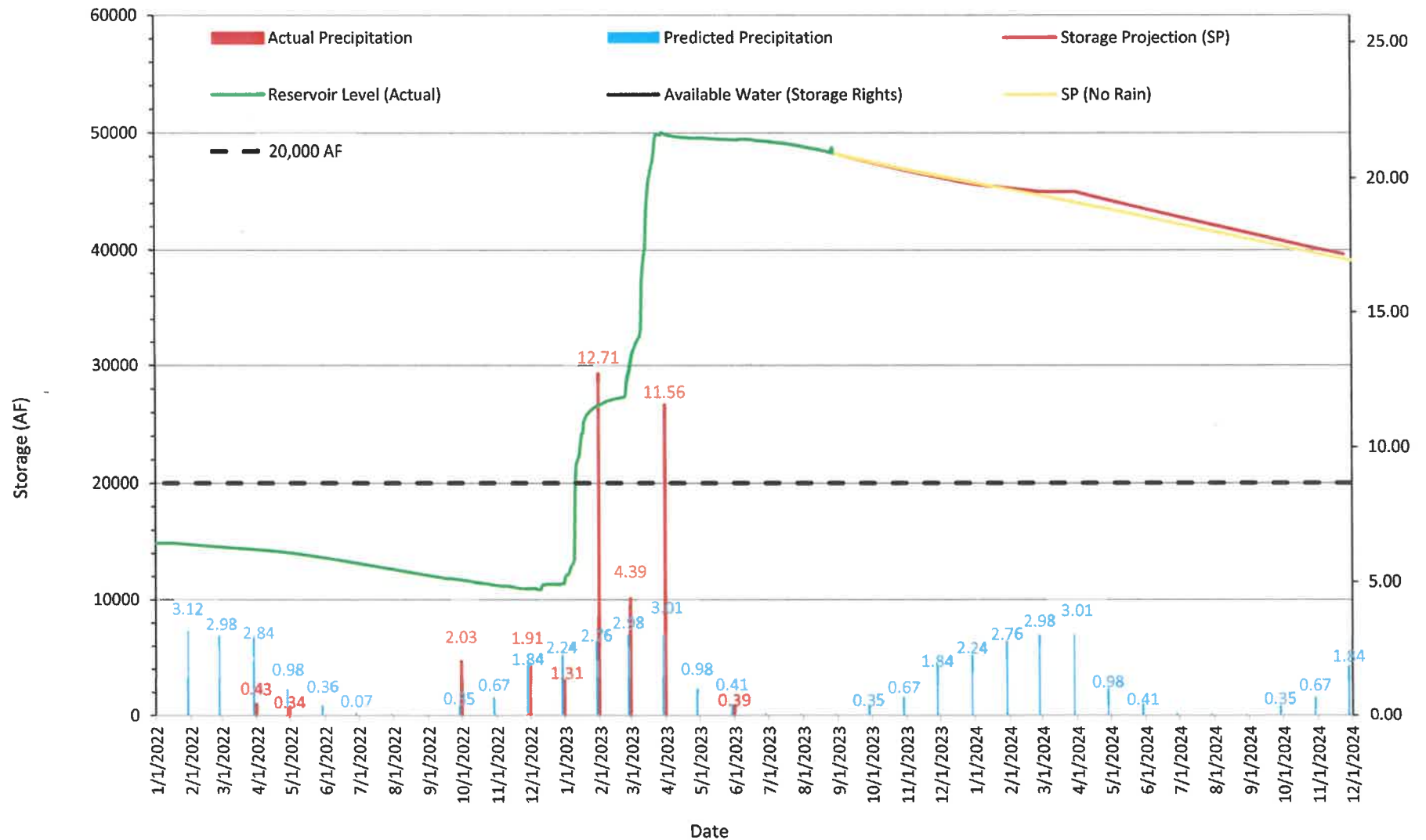
GLOSSARY	
AIE:	Agency Initiated Exchange
DIE:	District Initiated Exchange
N/A:	Not Applicable
PW:	Project Water aka Lopez Water
Surplus Water:	Carry Over Water (LRRP)
SWP:	State Water Project
SSWPW:	Stored SWP Water

Notes:

- * Stored PW includes Surplus water declared
- ** Actual Amount available is dependent on the State's (DWR) delivery %
- *** Stored SWP water resulting from AIE

- 1) New Contract Changes effective October 1, 2022
- 2) On 12/31/22 there was an estimated 655.5 AF of District SSWPW remaining including approximately 46 AF of water lost to evaporation in 2022.
- 3) In March 2023, 5489 AF of water spilled resulting in losing all of the District SSWPW, Agency SSWPW, and Stored PW.
- 4) 44.53 AF of March Project Water Deliveries will be credited to Stored PW at the end of the water year (WY) due to March spill event.
- 5) End of WY water credit of 44.53 AF was added to Stored PW. 44.53 AF of Stored PW was lost due to April spill event.
- 6) 364.03 AF of April Project Water Deliveries will be credited to Stored PW at the end of the WY due to April spill event.
- 7) 426.5 AF of May Project Water Deliveries will be credited to Stored PW at the end of the WY due to May spill event.
- 8) 170.59 AF of June Project Water Deliveries will be credited to Stored PW at the end of the WY due to June spill event.

LOPEZ RESERVOIR STORAGE PROJECTION



Notes:

Reservoir Storage = Current Storage + Inflow - Outflow

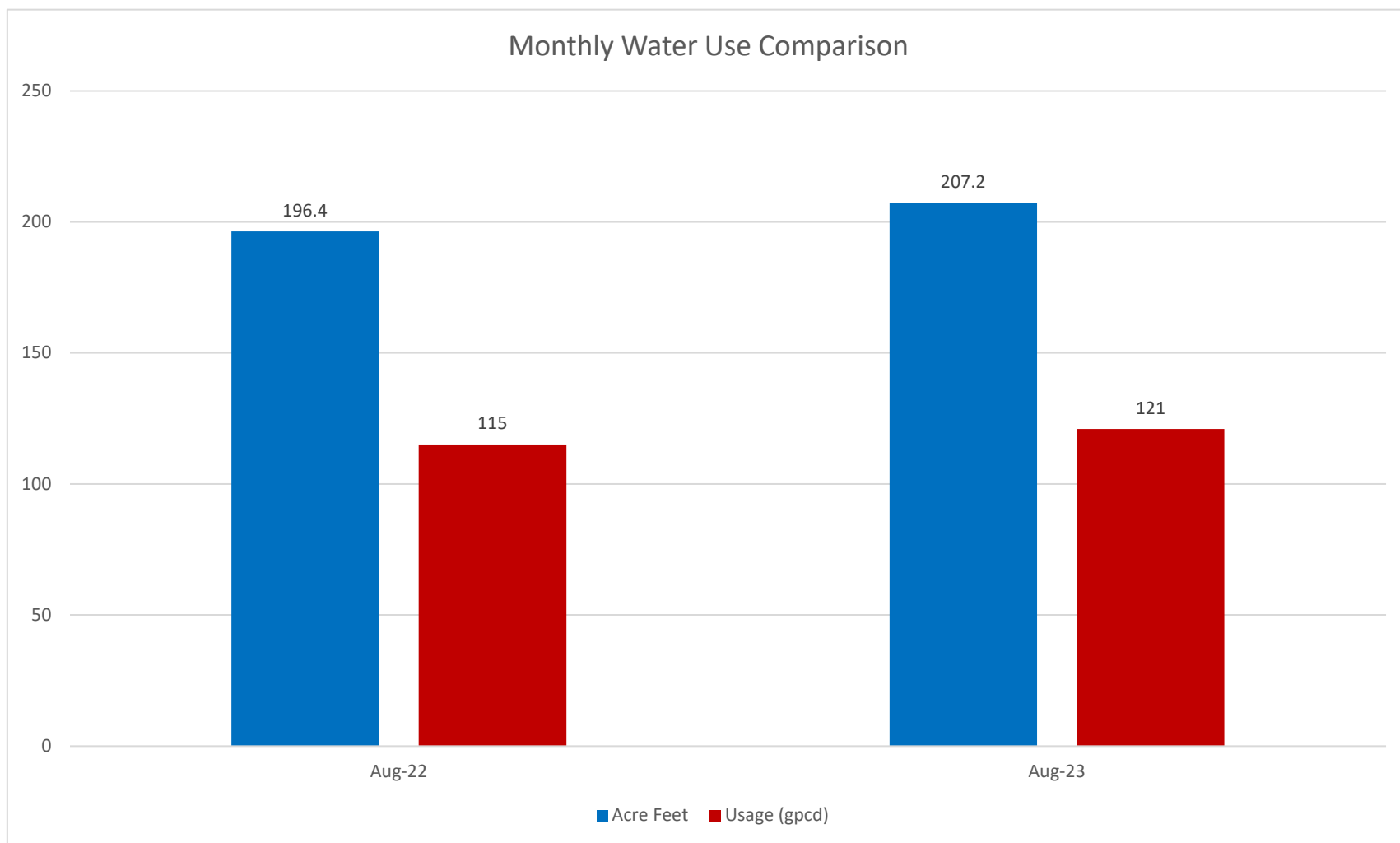
Outflow = Agency Usage + Downstream Releases

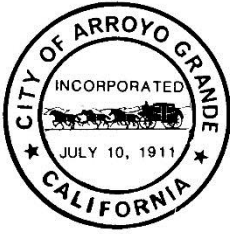
Agency Usage: is based on 2010-2021 average monthly deliveries

Predicted Inflow: is dependent on the predicted rainfall obtained from longrangeweather.com

Inflow is affected by antecedent soil conditions and factored into the model. Rainstorms will produce less inflow during the dry months than during the rainy season when the soil is saturated.

The **Storage Projection Model** is based on a polynomial regression (concave in shape). The (concave) **Storage Projection Graph** will fall below the (linear) **Storage Projection with No Rain Graph** during months of low predicted rainfall.





MEMORANDUM

TO: City Council

FROM: Brian Pedrotti, Community Development Director

SUBJECT: Consideration of a Consultant Services Agreement for Building Division Staff, Plan Review, and Inspection Services

DATE: September 26, 2023

SUMMARY OF ACTION:

Approval of a consultant Professional Services Agreement for Building Division staff, plan review, and inspection services.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

No costs are associated with contract awards. Costs will be incurred for specific projects and services in compliance with the approved budget. Fiscal Year 2023-24 and Fiscal Year 2024-25 budgets each contain \$375,000 for the Building Division Contractual Services account. Funds for additional/extension years will be allocated for in future budgets.

RECOMMENDATION:

1) Approve and authorize the Mayor to execute the Professional Services Agreement for Consultant Services for Building Division staff, plan review, and inspection services; 2) Make findings that the approval of a Professional Services Agreement for the contemplated services is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

BACKGROUND:

The use of consultants has proven to be an effective tool in the timely evaluation and delivery of City projects and services. In this case, the Community Development Department began utilizing the services of on-call contract building inspectors in 2006 when budget constraints eliminated the full-time building inspector position. Contract building plan review services have been used on an as-needed basis for many years during concentrated/peak permit submittal time frames, and for larger, more complex projects. In 2021, the utilization of a full contract building plan review and inspection services consultant began and again proved to improve customer service to City building

Item 9.g.

City Council

Consideration of a Consultant Services Agreement for Building Division Staff, Plan Review, and Inspection Services

September 26, 2023

Page 2

permit applicants and decrease wait times for plan reviews and inspections. The most recent building plan review and inspection services consultant agreement was approved with BPR in September 2021 including the Chief Building Official (CBO), plan review and inspection services. In August 2022, the City hired an in-house Building Permit Technician to provide permit administrative services and act as a City Hall front counter presence for the Building Division. The existing building services contract with BPR expired on September 14, 2023. In anticipation of the expiration of the City's contract with BPR, staff made the decision to explore other service provider opportunities through the Request for Proposals (RFP) process, while utilizing a short-term interim Professional Services Agreement with CSG to ensure no gaps in service before Council could consider a longer-term solution and move through the more formal RFP process. That interim Professional Services Agreement was approved with a not-too-exceed that was within the City Manager's existing contract authority. Staff's recommendation for CSG was based on a full review of all submitted proposals in accordance with the City's RFP process.

Qualifications Received and Evaluation Process

On August 31, 2023, the City issued a RFP for Building Division Staff and Plan Review Services. Prior to the close of the RFP deadline on September 13, 2023, the City received RFPs from six (6) separate companies. Each of the proposals were ranked by City staff based on the following publicly advertised criteria:

1. Responsiveness to RFP;
2. Quantity, quality and relevance of the firm's experience and resources; and
3. References

Based on staff's review, the City conducted interviews with the three top companies. CSG Consultants was identified as the top firm because of their ability to provide a greater degree of local inspectors, excellent qualifications and customer service, and competitive costs of service fees. Staff entered into contract negotiation with CSG Consultants, which has agreed to a draft contract, based on the City's template Professional Services Agreement (Attachment 1).

ANALYSIS OF ISSUES:

The current proposal for consideration by the City Council is for Building Division services that will provide the following:

- Building Plan Review Services - remote and/or on-site Plan Review staff;
- All levels of on-site Building Inspection, as well as remote/virtual inspections;
- As-needed Certified Building Official position services; and
- Excellent and timely customer service, work well with residents, business owners, contractors, building industry professionals, and City staff.

Staff has developed a budget-conscious and applicant-centric Building Division services model that has worked through refinement over the past couple of years. Significant

Item 9.g.

City Council

Consideration of a Consultant Services Agreement for Building Division Staff, Plan Review, and Inspection Services

September 26, 2023

Page 3

improvements have been made in permit processing time, predictability of inspections, and Building Code and life and safety compliance communications. The City has received positive feedback from staff, residential applicants, and industry professionals (contractors, Architects, and Engineers) while staff and the City's contract service providers continuously review processes for improvement.

The customized set of services in the proposed agreement includes:

- A **Part Time CBO** will conduct inspections, address issues out in the field and over the phone, and provide appropriate options if possible, to code compliance difficulties. The CBO also manages the plan review and inspection staff and reports to the Community Development Director and City Management staff.
- **Part Time Building Inspector** will conduct both standard residential and more complicated commercial inspections.
- **Full Building Plan Review** services (remote). All Building Plans are submitted electronically and reviewed by the contracted service.

The intention of having a City-employed Building Permit Technician is to ensure and maintain a high level customer service by having a dedicated, on-site, and internal staff person. The Building Permit Technician is intended to be the "hub" and coordinator of the Building Permit System. This allows all applicants to have the capability to directly contact City staff with permit status, processing, and submittal questions, thereby saving time and money. The Building Permit Technician position has recently become vacant, and a recruitment for this position is underway.

The term length of the proposed agreement with CSG Consultants is two (2) years, with an option to extend the agreement for an additional two (2) years.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendations;
2. Do not approve staff's recommendations - This option will require on-call interim service to continue but will not provide the predictability and certainty to applicants, contractors, and developers with the availability of continuous service delivery; or
3. Provide other direction to staff.

ADVANTAGES:

Approving the agreement with CSG Consultants will continue to allow the City to provide high quality plan review and inspection within a reasonable time-period, particularly through a consultant that can provide more local inspections.

Over time, the consulting firm will develop a better understanding of the City's procedures, practices, and expectations, continuing to enhance efficiency and product delivery. This

Item 9.g.

City Council

**Consideration of a Consultant Services Agreement for Building Division Staff,
Plan Review, and Inspection Services**

September 26, 2023

Page 4

will in turn help the customer experience as they develop a relationship with applicants, contractors, and developers.

Establishment of this service agreement does not preclude the City from obtaining consultant services through the formal Request for Proposals (RFP) process for more specific project needs, specialty work, or grant requirements.

DISADVANTAGES:

None known at this time.

ENVIRONMENTAL REVIEW:

The contract agreement is not a project subject to the California Environmental Quality Act ("CEQA") because the approval of a Professional Services Agreement for the contemplated services has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Proposed Consultant Services Agreement

Item 9.g.

**CITY OF ARROYO GRANDE
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Arroyo Grande, a municipal corporation organized under the laws of the State of California with its principal place of business at 300 E. Branch Street, Arroyo Grande, California 93420, County of San Luis Obispo, State of California ("City") and CSG Consultants, Inc., with its principal place of business at 550 Pilgrim Drive, Foster City, CA 94404 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Building Division services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render professional services for the provision of Building Division consulting services (the "Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Building Division consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. Unless earlier terminated as provided herein, the term of this Agreement shall be from October 16, 2023 to October 16, 2025. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. This Agreement may be extended for one (1) additional two (2) year period after the Initial Term upon written agreement by the City and Consultant. All terms and conditions of this Agreement shall apply to the additional two (2) year term.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel

of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Bryan Spain, Regional Operations Manager.

3.3.5 City's Representative. The City hereby designates the Community Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Bryan Spain, Regional Operations Manager, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed

a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees,

agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	CSG Consultants, Inc. 550 Pilgrim Drive Foster City, CA 94404
-------------	---

ATTN: Bryan Spain

City: City of Arroyo Grande
300 E. Branch Street
Arroyo Grande, CA 93420
ATTN: Brian Pedrotti, Community Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project,

it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Luis Obispo County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all

procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARROYO GRANDE AND
CSG CONSULTANTS

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF ARROYO GRANDE

CSG CONSULTANTS, INC

Approved By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

Bill Robeson
Interim City Manager

Approved as to Form:

By: _____

Its: _____

Best Best & Krieger LLP
City Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

City Clerk

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

The Services provided by consultant will include building inspection services, building plan review, and building official support services.

Building inspections shall include all aspects of construction including structural, fire prevention, life safety, electrical, plumbing, mechanical, energy efficiency, accessibility standards, and site work. Adequate inspection services shall be provided to enforce compliance with the conditions of approval, City, State, and Federal laws and the requirements set forth on the plans for which the permit was issued. The Consultant shall coordinate with other City departments to include Planning, Engineering, Public Works, Police and Five Cities Fire as required. When infractions are observed, Consultant's inspectors shall write citations and/or stop work in progress depending on the nature of the infraction, document actions, and testify in court if necessary.

Building plan review will include full on-site and remote building plan review services, including Green Building Standards, Accessibility, and Fire Plan Review. The Consultant shall coordinate with other City departments to include Planning, Engineering, Public Works, Police and Five Cities Fire as required. The Consultant must provide details and documentation of the plan review process. Building official support services requires resolution of building plan review issues and building inspections, and more generally, the provision of Building Official services on an hourly and as needed basis, including remote availability. Building official support services also requires attendance at weekly meetings as requested by the Community Development Director or their designee. Building inspections would be conducted on Monday, Wednesday and Friday during this time period.

Building official support services also involves making determinations and recommendations involving complicated building code compliance concerning building safety matters and performing other related duties as assigned by the Community Development Director or their designee.

Work Program

SECTION

3

APPROACH TO WORKING WITH CITY STAFF

CSG's team members are selected to best support the specific needs of the City of Arroyo Grande and will deliver exceptional service through application of technical expertise, knowledge of municipal processes and procedures, efficient and effective customer care, and application of code compliance combined with innovative and helpful alternatives. Our extensive experience in furnishing comprehensive building and fire life safety services to jurisdictions provides a consistent, strong technical foundation to all projects. From providing leading-edge digital plan review and online plan check status reporting to delivering faster-than-scheduled turnaround times and code interpretations, CSG will deliver the highest quality services to the Agency. CSG's approach to work includes the following methodologies and key benefits:

- *A wealth of fully committed and qualified personnel. We maintain staff that is fully licensed and certified at the highest level of industry standards. To keep our personnel on the industry's leading edge, many serve as instructors and lecturers and sit on boards and committees for organizations developing and implementing important code regulations. We also keep current with the latest in procedures and use of products by attending regional, state and national training opportunities and industry provided product/materials training.*
- *Customized, responsive services. We are skilled at assessing time commitments, developing accurate work plans and applying dedicated, professional personnel with the skills and experience best-suited for the project. We can quickly fine-tune staffing levels to match or adjust to changes in plan review, inspection, and front counter activity and ensure responsiveness to customers. With our digital plan review capabilities, we are able to utilize plan review resources from any of our regional offices. In addition, we excel at coordinating with all agency departments as well as outside agencies.*
- *Rapid turnarounds and expedited services. With extensive experience in both code application and the digital plan review process, our staff excels at performing expeditious turnarounds while delivering thorough and accurate reviews. We easily match and more often beat any required review turnaround deadlines.*
- *Leading-edge, cost-saving technology and methods. CSG delivers a suite of digital options— speedy digital plan reviews and electronic versions of plan comments; an easy-to-use online application for plan submittal, tracking and approval of digital plans; and available full scanning and archiving services. In addition, through knowledge gained from service to over 350 public agencies, we are constantly improving and adapting to provide our clients with the most cost-effective services.*
- *Environmentally friendly practices. Our corporate policy on sustainability supports a healthy environment, reduces our carbon footprint and promotes environmental stewardship through environmentally preferable purchasing and other actions including use of a digital plan review system that bypasses paper consumption, and use of duplexing and recycled, post-consumer content paper when printing is necessary.*

BUILDING OFFICIAL SERVICES

CSG's Building Officials are certified and have extensive building industry experience. They have the proven skills, technical knowledge and a well-rounded approach to performing Building Division administration and providing management oversight and direction to plan reviewers, inspectors, and permit technicians. Our Building Officials are well-known for their consummate customer service skills and successful identification of solutions through innovative problem solving. They can be available full-time or part-time as needed. CSG's Building Officials have expertise in providing the following services and can easily adapt to other requests as needed:

- *Building Official Administration, including addressing complex Building Code issues, code interpretation, and resolution of inquiries and complaints*
- *Rapidly familiarizing themselves with local code amendments*
- *Applying knowledge of all aspects of the California Building Codes and local amendments*
- *Making determinations on the approval and use of alternative materials and methods*
- *Staying abreast of ongoing changes to applicable state and federal laws through long-standing industry relationships and associations*
- *Providing technical assistance and educating stakeholders*
- *Building and maintaining relationships with other departments and agencies*
- *Participating in pre-development reviews and providing comments*
- *Processing Planning Commission and Council staff reports*
- *Attending Planning Commission and Council meetings*

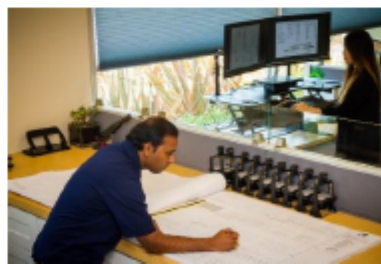
BUILDING PLAN REVIEW SERVICES

CSG's team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our public agency clients in performing the requested services and working closely with the development community and public as directed.

Compliance Standards

Our engineers and plan reviewers carefully review all plans and documents for compliance with building codes, fire codes, energy conservation standards, and accessibility regulations adopted by the State of California, and all local policies and ordinances including but not limited to:

- *California Building Code, Volumes 1 and 2*
- *Title 15 – Buildings and Construction (Municipal Code)*
- *California Residential Code*
- *California Electrical Code*
- *California Plumbing Code*
- *California Mechanical Code*
- *California Fire Code*
- *California Energy Code*
- *California Green Building Standards Code (CALGreen)*
- *California Existing Building Code*
- *California Health and Safety Code*
- *National Fire Protection Association (NFPA) Standards as adopted and referenced by the State of California (California Code of Regulations, Title-19)*
- *State Historical Building Code*
- *NPDES/WQMP/SWPPP Compliance*
- *Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, and regulating agencies*



Digital Plan Review



CSG has been providing digital plan review services for over 20 years, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG for building and fire plan review are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.

Leading the field in digital plan review services for over 20 years.

Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the agency will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other agency-approved means, enabling staff to immediately modify CSG's checklist for incorporation with other department comments. We provide convenient, environmentally friendly digital storage of all construction-related documents, and on request, can provide clients with a set of digitally scanned plans (for a reasonable administrative fee).

In addition, for jurisdictions requesting a pure digital plan review workflow, we can enable an applicant to submit digital files—with no size limitations—directly to CSG via our web-based application. Our application includes an online portal for the applicant/jurisdiction to retrieve comments and marked-up digital plans including redlines. Importantly, this service tracks the status of all submittals and re-submittals until the plans have been approved. Key features of our digital plan review service include:

- *Efficient.* Plans are pushed to plan review staff the same day they are received.
- *User-friendly.* CSG developed its own online portal specifically to manage the electronic file submittal process. Through use of this interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex file transfer settings.
- *Proven.* We have provided a digital plan review option to our clients for over 20 years.
- *Non-Proprietary.* CSG's electronic review process is 100% PDF-based with no additional software required to view redlines.



All paper plans submitted to CSG are immediately scanned into digital files for quick and easy access by our clients and plan reviewers.

Online Plan Check Status



CSG offers a convenient service allowing clients to check plan review status and comments online. By accessing our secure Plan Check Status website, agency staff as well as authorized applicants can view their project documents and plans and communicate with the specific plan checker via e-mail. Staff and authorized applicants can download comments upon completion of the plan check.

Plans Pickup and Delivery

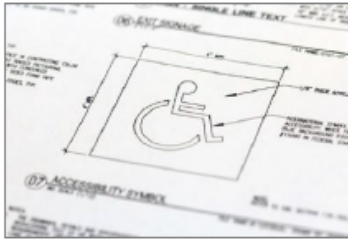
CSG will coordinate pickup and delivery of plans and other materials from/to the agency via CSG personnel or an approved alternative service.

Green Building and LEED Accreditation

Our Building Division team is experienced in plan review and inspection for compliance with CALGreen and local green building ordinances and includes LEED Accredited Professionals. In addition, CSG Consultants has the qualifications necessary to assist with both the development of policy and the implementation of green

and sustainable building practices. CSG's Sustainability Programs division can assist, for example, with construction and demolition debris recycling programs and public outreach to the building industry.

CASp Review Services



We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified team members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. When requested and in accordance with current regulations, CSG can provide CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations.

OSHPD 3 Reviews

Our professional engineers and certified plans examiners are well-versed in the differences between CBC and OSHPD 3 facilities and have successfully completed OSHPD 3 plan reviews for multiple client agencies.

Third-Party Plan Review Services

Subject to the Building Official's approval, CSG can offer comprehensive, cost-effective third-party plan review services to our public agency clients on projects for which applicants may be seeking plan review turnaround times that cannot be readily accommodated by building department staff. Under such third-party agreements, and the agency's approval, CSG negotiates plan review fees and review schedules directly with the permit applicant, with CSG's fees paid by the applicant.

BUILDING INSPECTION SERVICES



CSG provides fully integrated, multi-disciplined building inspection services for residential, commercial, and industrial projects. Our inspection personnel have an outstanding mixture of technical expertise and experience in all construction types. We provide experienced, ICC certified inspectors who work with a team approach to ensure compliance with applicable codes and requirements and provide solutions to mitigate potential risks and safety hazards. Using well-honed customer service and communication skills our inspectors excel at educating stakeholders to keep projects moving forward. Our inspectors also utilize current technologies and equipment to view

plans and documents, research related code requirements, document field conditions and progress, and share that information with stakeholders while in the field.

Key services include but are not limited to the following:

- ▶ *Providing inspection services to ensure project compliance with State adopted codes and local amendments including building, electrical, mechanical and plumbing codes*
- ▶ *Offering code interpretation and education*
- ▶ *Seamlessly integrating into client organizations and consistently enforcing policies and procedures*
- ▶ *Addressing and resolving inquiries*
- ▶ *Maintaining records and files*
- ▶ *Providing all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties.*

CSG provides all vehicles, fuel, maintenance, and other equipment necessary for inspectors to carry out duties, with no additional charges.

CASp Inspection Services

To facilitate the City's compliance with current rules and regulations, CSG will provide a CASp certified professional for technical questions and interpretations and to perform accessibility compliance inspections upon request.

FIRE PLAN REVIEW SERVICES

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our public agency clients in performing the requested services and working closely with the development community and public as directed.



Multi-faceted Expertise

CSG furnishes plan review for fire and life safety, fire department access and water supply, wildland urban interface, fire protection systems, and special hazards for all structures with emphasis on the unique needs and requirements of each of our clients. We have expertise in the special requirements and risks associated with industrial and commercial buildings as well as single- and multi-family complexes. All fire plan review and inspection personnel are thoroughly trained in and familiar with jurisdictional processes, working with multiple agency departments, and serving the public.

FIRE INSPECTION SERVICES

CSG offers experienced, CSFM/ICC certified inspectors. Typical responsibilities include, but are not limited to: providing inspection services for fire and life safety systems and construction, in addition to maintaining records and files concerning fire permits and code administration documents. We offer fully integrated, multi-disciplined fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. Our inspectors ensure compliance with applicable codes and

requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers. Specific inspections include, but are not limited to:

- ▶ *Automatic Fire Sprinkler Systems*
- ▶ *Engineered and Pre-engineered Fire Protection Systems (e.g., kitchen hoods, spray booths, clean agent systems)*
- ▶ *Fire Alarm Systems*
- ▶ *Development Improvements (e.g., fire hydrant and other types of water supply systems, fire department access, underground fire Services)*
- ▶ *Fire Code Maintenance/Life Safety (e.g., permitted sites, public and private schools, State licensed facilities, hotels, motels and apartment complexes)*

EXHIBIT "B" SCHEDULE OF SERVICES

PLAN CHECK TURNAROUND TIMES

CSG strives to provide the highest quality and most timely service in the industry. We take pride in maintaining the requested plan review times for all our clients—even delivering faster than our own deadlines. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner. The following are CSG's proposed plan check turnaround times:

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS) ²	RE-CHECK (BUSINESS DAYS) ²
Residential New Construction	10	5
Residential Additions	10	5
Small Residential Remodels	10	5
Commercial New Construction & Large/Complex Projects ¹	14	7
Commercial Additions	10	5
Small Commercial Remodels/Tenant Improvements	10	5
Expedited	5	5

¹Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CSG will notify the City's representative and negotiate additional time required to ensure an appropriate level of review.

²The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CSG if submitted by 12:00 PM. For a project that is received by CSG after 12:00 PM, the first working day will be the next business day.

Expedited Plan Check Services

At the City's request, we can perform plan check services on an accelerated schedule based on the fees indicated in our fee schedule.

EXHIBIT "C" COMPENSATION

Fee Schedule



Employee-Owned

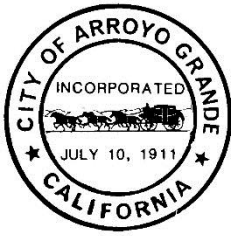
BUILDING SERVICES RATES

CSG's fee schedule for proposed work is provided below. If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service. Plan review is based on a percentage of the agency's plan check fees and includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate below. RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.

SERVICE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Building Plan Review (by Percentage)	
Full Building Plan Review by Percentage	65% of Agency's Building Plan Check Fees
Structural Only Plan Review by Percentage	45% of Agency's Building Plan Check Fees
Expedited Plan Review by Percentage	95% of Agency's Building Plan Check Fees
Building Plan Review (Hourly Rates)	
Building Plan Review	\$135
Building Plan Review – Professional Engineer	\$150
Building Plan Review – Structural Engineer	\$170
Grading Plan Review – Civil Engineer	\$200
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
CASp Services	
CASp Plan Review/Consultation	\$160
CASp Inspection	\$160
Building Department Services (3-hour minimum for on-site services)	
Building Inspector	\$110
Combination Building Inspector	\$125
Deputy Building Official	\$150
Building Official	\$180
Administration/Plan Processing	\$80
Building Department Administrative Services	\$152

All hourly rates include salaries, benefits, workers compensation insurance, local travel, and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the Agency prior to proceeding. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the Agency and CSG. Administration/Plan Processing includes coordinating the pick-up and return of plans, performing scanning, collating, and tracking, and providing plan review status updates to the Agency. Hourly rates for publicly funded projects will be based on current prevailing wage rates. On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region. CSG will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

Building Department Administrative Services may include developing and establishing: building department workflows and relationships with other agency departments, building permit code requirements, inspector and permit technician responsibilities, criteria for over-the-counter plan review and out-to-plan check projects, transmittals and routing processes, Building Department handouts for different project types; and may include other duties as assigned by the Agency.



MEMORANDUM

TO: City Council

FROM: Nicole Valentine, Administrative Services Director

BY: Pete Gonda, Consulting Senior Manager, Baker Tilly
Aleah Bergam, Management Analyst

SUBJECT: Consider Introduction of Ordinance Updating Chapter 3.08 of the City's Municipal Code, Purchasing System, Designate Dollar Thresholds for Awarding Contracts, and Consider Updated Purchasing Policies and Procedures Manual

DATE: September 26, 2023

SUMMARY OF ACTION:

Conduct the first reading, by title only, introduce and hold a public hearing on the following Ordinance: "An Ordinance of the City Council of Arroyo Grande, Amending Arroyo Grande Municipal Code Chapter 3.08 of Title 3 to Update the City's Purchasing System." Adoption of this ordinance will be at a future City Council meeting. Adopt a resolution designating dollar thresholds for awarding contracts and review a draft of the updated Purchasing Policies and Procedures Manual.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

There is no financial impact associated with the recommended action.

All future purchases will need to follow the updated Ordinance and Purchasing Policies and Procedures Manual, as well as be within the Council approved appropriated funds.

RECOMMENDATION:

1) Introduce the Ordinance amending Arroyo Grande Municipal Code Chapter 3.08 of Title 3 to Update the City's Purchasing System; 2) Adopt a Resolution designating dollar thresholds for awarding contracts; 3) Review a draft of the updated Purchasing Policies and Procedures Manual; and 4) Make findings that introducing a proposed Ordinance, adopting a Resolution designating dollar thresholds for awarding contracts, and reviewing the purchasing policies and procedures manual is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

Item 10.a.

City Council

Consider Introduction of Ordinance Updating Chapter 3.08 of the City's Municipal Code, Purchasing System, Designate Dollar Thresholds for Awarding Contracts, and Consider Updated Purchasing Policies and Procedures Manual

September 26, 2023

Page 2

BACKGROUND:

The City's current purchasing Ordinance is contained in Chapter 3.08 of the Municipal Code as well as in a Purchasing Policies and Procedures Manual (Attachment 4). The last comprehensive policy update was in March 2000. A local government consulting firm, Baker Tilly, formerly Management Partners, was engaged in 2022 to review the City's purchasing policies and procedures and provided the following major observations:

- The City's procurement policies and procedures contained in the municipal code and the procedural manual are outdated and do not incorporate or reference changes in state and federal laws that have occurred over the last twenty-plus years.
- The City's purchasing policies and procedures manual does not adequately reflect best practices.
- The City's competitive bidding and contract award thresholds for the purchase of goods and services are exceedingly low when compared to best practices and surrounding jurisdictions as shown in Attachment 5.
- The outdated and low competitive bidding and contract award thresholds impact the efficiency and effectiveness of City operations.

Baker Tilly worked closely with the Administrative Services Department and the City Attorney to rewrite the purchasing ordinance and the policies and procedures manual to reflect best practices and changes in state and federal law that have occurred since the last update. Key ordinance revisions are summarized below. Given the comprehensive nature of the rewrite, a redlined version of the existing municipal code chapter has not been prepared.

The existing Ordinance can be found in its entirety here: [Arroyo Grande Municipal Code Chapter 3.08 \(Purchasing Procedure\)](#).

ANALYSIS OF ISSUES:

The draft rewrite of the purchasing ordinance includes the following key additions, clarifications, and updates:

New Section Additions	Clarifications and Updates
<ul style="list-style-type: none">• Incorporate pertinent definitions• Establish purchasing compliance oversight• Enumerate purchasing responsibilities of department heads• Include prohibition on bid splitting• Add provisions regarding contract amendments, making purchases with grant	<ul style="list-style-type: none">• Specify contract award authority and delegation thereof• Clarify solicitation procedures for goods and services• Enumerate competitive bidding exceptions• Articulate requirements associated with emergency purchases

Item 10.a.

City Council

Consider Introduction of Ordinance Updating Chapter 3.08 of the City’s Municipal Code, Purchasing System, Designate Dollar Thresholds for Awarding Contracts, and Consider Updated Purchasing Policies and Procedures Manual

September 26, 2023

Page 3

<p>funding, disposing surplus property, and public procurement ethics</p> <ul style="list-style-type: none">• Incorporate best practice bid protest procedures• Provide administrative flexibility to city manager to update purchasing procedures• Cross reference new requirements associated with green purchasing	<ul style="list-style-type: none">• Provide greater flexibility for awarding contracts to local businesses• Update bidding procedures for public projects
---	--

In addition to the changes noted above, an essential update involves modifying the contract award authority thresholds for the City Council, city manager and department heads. For example, the City Council must approve goods and general services contracts that exceed \$10,000 and professional services contracts greater than \$25,000. These dollar thresholds are exceedingly low when compared to best practice and surrounding jurisdictions, have not kept up with inflationary increases in labor, services, and materials, and result in administrative inefficiencies, by adding weeks of processing time to many smaller project needs. Modifications are also proposed for competitive bidding thresholds.

List of Comparable Agencies and Purchasing Process and Approval Thresholds

In developing the updated approval thresholds and informal and formal bidding thresholds, staff conducted research on agencies proximate to Arroyo Grande including Atascadero, Lompoc, Morro Bay, Paso Robles, Pismo Beach, Grover Beach, San Luis Obispo, and Santa Maria. It is important to note that every jurisdiction surveyed has bidding and contract award thresholds that are higher than Arroyo Grande’s current limits. Attachment 5 includes the survey details. Additionally, Atascadero, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo updated their purchasing ordinances in 2022; Lompoc and Santa Maria made updates in 2017 and 2018, respectively, and Grover Beach adopted an ordinance update on August 28, 2023.

For alignment with best practices and to facilitate administrative efficiency, staff recommends increasing the City’s competitive bidding and contract award thresholds for goods and services as follows:

Item 10.a.

City Council**Consider Introduction of Ordinance Updating Chapter 3.08 of the City's Municipal Code, Purchasing System, Designate Dollar Thresholds for Awarding Contracts, and Consider Updated Purchasing Policies and Procedures Manual****September 26, 2023****Page 4****Competitive Bid Thresholds**

Procurement Type	Current Competitive Bid Threshold Requirements			Proposed Competitive Bid Threshold Requirements		
	None Required	Informal	Formal	None Required	Informal	Formal
Goods, general services	Up to \$1,500	\$1,501 to \$10,000	Greater than \$10,000	Up to \$5,000	Up to \$50,000	Greater than \$50,000
Professional Services	Up to \$1,500	\$1,501 to \$25,000	Greater than \$25,000	Up to \$5,000	Up to \$50,000	Greater than \$50,000

Contract Award Thresholds

Procurement Type	Current Contract Award Thresholds			Proposed Contract Award Thresholds		
	Department Head	City Manager	City Council	Department Head	City Manager	City Council
Goods, general services	Up to \$5,000	Up to \$10,000	Greater than \$10,000	Up to \$50,000	Up to \$100,000	Greater than \$100,000
Professional Services	Up to \$5,000	Up to \$25,000	Greater than \$25,000	Up to \$50,000	Up to \$100,000	Greater than \$100,000

In addition to the changes noted above, modifications are also proposed to the thresholds for public projects to maintain consistency with increases prescribed by the California Uniform Construction Cost Accounting Commission (for public projects the City follows the bidding procedures established by the California Uniform Public Construction Cost Account Act, or CUPCCAA). On April 13, 1999, City Council approved Resolution No. 3356 adopting bidding procedures for public projects under the CUPCCAA. [Current CUPCCAA bidding thresholds](#) are as follows:

- No bids required for projects up to \$60,000
- Informal bids required for projects greater than \$60,000 up to \$200,000
- Formal bids required for projects greater than \$200,000

Currently, more than 1,500 cities, counties, school/special districts follow the CUPCCAA bidding procedures, including 250 of California's 482 cities.

Item 10.a.

City Council

Consider Introduction of Ordinance Updating Chapter 3.08 of the City's Municipal Code, Purchasing System, Designate Dollar Thresholds for Awarding Contracts, and Consider Updated Purchasing Policies and Procedures Manual

September 26, 2023

Page 5

The municipal code revisions will be supplemented by the Purchasing Policies and Procedures Manual, which includes administrative details; it must be approved by the City Manager and must remain consistent with the Municipal Code. The updated Ordinance will establish Purchasing thresholds by resolution; the Purchasing Policies and Procedures Manual will remain a draft until Council approves these thresholds. Once approved the final document will be provided to staff for implementation.

Next steps:

Second reading and adoption of the Ordinance is scheduled for October 10, 2023.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Introduce the Ordinance amending Arroyo Grande Municipal Code Chapter 3.08 of Title 3 to Update the City's Purchasing System; Adopt the Resolution designating dollar thresholds for awarding contracts; and Review a draft of the updated Purchasing Policies and Procedures Manual;
2. Council may direct staff to make modifications to the recommended purchasing ordinance updates or may direct staff to make no update to the Municipal Code in this area; or
3. Provide other direction to staff.

ADVANTAGES:

The last comprehensive update to the purchasing Ordinance was more than twenty years ago. The proposed changes align the City's policies and procedures with best procurement practices, incorporate necessary provisions due to changes in state and federal laws, clarify roles and responsibilities, and facilitate administrative efficiency.

DISADVANTAGES:

There are no disadvantages identified.

ENVIRONMENTAL REVIEW:

Introducing Proposed Ordinance, Adopt Resolution Designating Dollar Thresholds for Awarding Contracts, and Review Purchasing Policies and Procedures Manual is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.)

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2. A public hearing notice was published in the Tribune newspaper on September 15, 2023.

Item 10.a.

City Council

Consider Introduction of Ordinance Updating Chapter 3.08 of the City's Municipal Code, Purchasing System, Designate Dollar Thresholds for Awarding Contracts, and Consider Updated Purchasing Policies and Procedures Manual

September 26, 2023

Page 6

Attachments:

1. Proposed Ordinance: "An Ordinance of the City Council of Arroyo Grande, Amending Arroyo Grande Municipal Code Chapter 3.08 of Title 3 to Update the City's Purchasing System
2. Proposed Resolution Designating Dollar Thresholds for Awarding Contracts
3. Draft Updated Purchasing Policies and Procedures Manual
4. City of Arroyo Grande Purchasing Policies and Procedures Manual 2000
5. Local Agency Consolidated Survey

Item 10.a.

ORDINANCE NO.

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF ARROYO GRANDE, CALIFORNIA,
AMENDING CHAPTER 3.08 OF THE CITY OF ARROYO
GRANDE MUNICIPAL CODE RELATING TO
PURCHASING**

WHEREAS, the City of Arroyo Grande ("City") is a municipal corporation organized under the laws of the State of California; and

WHEREAS, the City is dedicated to operating efficiently, effectively and streamlining operations where possible; and

WHEREAS, the City's current purchasing system is outlined in Chapter 3.08 of the City of Arroyo Grande Municipal Code; and

WHEREAS, the last comprehensive purchasing policy update was in March 2000; and

WHEREAS, the City's Administrative Services Division has conducted a review of the City's purchasing system and has identified areas of improvement; and

WHEREAS, as part of this purchasing system overhaul, the ordinance includes an increase in spending authority for the City Manager, allowing the City Manager to enter into agreements up to a value of \$100,000; and

WHEREAS, this increased flexibility will allow the City to more quickly respond to needs and increase the level of services provided.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arroyo Grande does ordain as follows:

SECTION 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Amendment of Chapter 3.08. Chapter 3.08 of Title 3 of the Arroyo Grande Municipal Code is hereby amended in its entirety to read as follows:

**Chapter 3.08
PURCHASING SYSTEM**

Sections:

3.08.010	Adoption of Purchasing System and Applicability
3.08.020	Purchasing Policy and Implementing Procedures
3.08.030	Definitions

3.08.040	Purchasing Compliance Oversight
3.08.050	Purchasing Responsibilities of Department Heads
3.08.060	Contract Award Authority and Delegation of Contract Award Authority
3.08.070	Solicitation Procedures for Goods and Services
3.08.080	Solicitation Procedures for Public Projects
3.08.090	Purchasing of Paper Products; Procurement of Recovered Organic Waste Products
3.08.100	Encumbrance of Funds
3.08.110	Federal or State Funding
3.08.120	Disposition of Surplus Personal Property
3.08.130	Ethics
3.08.140	Protests

3.08.010 Adoption of purchasing system and applicability.

A. This chapter adopts a purchasing system to facilitate the purchase of goods and services at the lowest cost commensurate with the quality needed; to exercise positive financial control over purchases; to define the authority for the purchasing function; to assure that consultant selection is based on demonstrated competence, when required; and to safeguard the quality and integrity of the purchasing system.

B. This chapter is applicable to all city purchases as defined herein.

3.08.020 Purchasing policy and implementing procedures.

The purchasing systems established by this chapter incorporates a purchasing policy that governs the purchase of goods and services, including public projects. Such purchases shall be made in compliance with the provisions of this chapter. For operational efficiency and effectiveness, the city manager may adopt and subsequently revise administrative procedures to implement the provisions of this chapter unless approval by the City Council is required as a condition of the law or regulation. In the event of a conflict between the administrative procedures and the provisions of this chapter, the provisions of this chapter shall govern.

3.08.030 Definitions

For purposes of this chapter, the following definitions shall apply:

“Best value procurement” refers to a competitive solicitation process that evaluates responsive proposals submitted by responsible offerors based on qualitative factors in addition to pricing.

“Bids” refers to submittals received in response to a competitive solicitation that seeks to award a contract based on the lowest responsive bid submitted by a responsible offeror.

ORDINANCE NO.

PAGE 3

“Competitive solicitation” is a written statement that sets forth the requirements and specifications of a required purchase that can include an invitation to bid, request for proposals, request for statement of qualifications, request for quotations, or other acceptable methods in compliance with this chapter and the implementing administrative procedures. Depending on the estimated dollar value, competitive solicitations may be informal or formal as further defined in sections 3.08.070 and 3.08.080 of this chapter.

“Contract” means an agreement, regardless of what it may be labeled, between the city and one or more other parties for the purchase or disposition of goods and/or services.

“Goods” refers to needed commodity goods, equipment, materials, or supplies, including items to be purchased by the city and furnished to contractors for use in public projects.

“Lowest bid” refers to the lowest responsive bid submitted by a responsible bidder that conforms to the requirements and specifications of a competitive bid solicitation.

“Maintenance and repair services (general services)” means routine, recurring, and usual services intended to preserve and/or restore a public work to a clean, safe, efficient and/or continually usable condition. Maintenance and repair services may include, but are not limited to: carpentry, electrical, painting, plumbing, glazing and other craftwork to preserve a facility in the condition for which it was intended; repairs, cleaning and other operations on machinery and other equipment permanently attached to a facility as fixtures; the mowing, pruning, and trimming of lawns, grass, trees, shrubs, bushes and hedges; and the regular removal or relocation of by-products or waste products accumulated at city facilities as the result of ongoing environmental processes.

“Professional services” means the services of attorneys, physicians, architects, engineers, consultants, financial experts, auditors, specialized printers, or other individuals or organizations possessing a high degree of professional, unique, specialized, or technical skill or expertise.

“Offeror” refers to an individual or entity that responds to a bid or proposal or other solicitation with an offer to provide the requested goods and/or services (may also be referred to as “bidders” or “proposers”).

“Proposals” refers to responsive submittals received in response to a best value procurement where a contract can be awarded based on factors in addition to price.

“Public projects” means a public works construction project as defined in Public Contract Code Section 22002.

“Responsible bidder” is a bidder determined to have the ability, capacity, experience, performance track record, and skill to provide the goods and/or services in accordance with bid or proposal specifications.

“Responsive bidder” means a bidder that has submitted a bid or proposal which conforms in all material respects to the requirements of the bid or proposal documents.

“Surplus personal property” means goods owned by the city that are no longer needed or are obsolete or unserviceable, property that is a by-product (scrap metal, used tires, etc.), or any unclaimed, seized or abandoned personal property in the possession or custody of the police department that may be legally disposed of by the city.

3.08.040 Purchasing compliance oversight.

The city manager, or their designee, shall be responsible for overseeing and facilitating compliance with this chapter and the purchasing policy. This responsibility includes:

- A. Staying informed of current developments in the field of purchasing;
- B. Prescribing and maintaining such forms as are reasonably necessary to the operation of this chapter and the purchasing policy;
- C. Recommending updates to this chapter and making revisions to the purchasing administrative procedures, as needed;
- D. Maintaining purchasing records and tracking citywide expenditures;
- E. Coordinating the purchase of goods that will be used by multiple city departments where feasible and practical; and
- F. Disposing of surplus personal property as prescribed herein.

3.08.050 Purchasing responsibilities of department heads.

Each department head shall be responsible for ensuring that all purchases by or for their department are made in compliance with this chapter and the purchasing policy, including but not limited to compliance with the following requirements:

- A. Preparing solicitation materials, as needed, for each purchase;
- B. Preparing good faith estimates of the cost of each purchase to determine the appropriate solicitation procedure;
- C. Ensuring that the proper solicitation procedure is followed based on the estimated cost of the purchase (informal, formal, etc.);
- D. Ensuring that bids or proposals are submitted by responsible offerors (contractors, consultants, and/or vendors) whose submittals are responsive to the requirements set forth in a competitive solicitation;
- E. Evaluating submitted bids or proposals in accordance with established selection criteria and processes;

- F. Ensuring that the purchase contract is approved and executed by a person or body with sufficient approval authority based on the dollar amount of the purchase;
- G. Ensuring that sufficient funds are appropriated to pay for the purchase;
- H. Ensuring that the selected offeror has provided insurance certificates and bonds meeting the requirements of the purchase contract, as applicable, before work under the contract begins, and ensuring that such insurance and bonds are renewed, as applicable, during the term of the agreement;
- I. Ensuring that the selected offeror has obtained a business license, as required by the municipal code, prior to beginning work and ensuring that such license is renewed, as applicable, during the term of the agreement;
- J. Inspecting supplies and equipment delivered to determine their conformance with the specifications set forth in the order;
- K. Monitoring the performance of selected offerors under approved contracts to ensure compliance with contract requirements;
- L. Recommending and preparing contract amendments and change orders as needed, and ensuring that such amendments and change orders are approved and executed by a person or body with sufficient approval authority based on the dollar amount of the amendment or change order, and that sufficient funds are appropriated to pay for the amendment or change order;
- M. Ensuring that due diligence is performed before determining that a purchase should only be made from a single offeror, and ensuring that decisions to forego a competitive purchase process are properly documented and submitted for approval by the city manager or designee, or the city council, in accordance with this chapter;
- N. Taking reasonable and necessary steps to avoid conflicts of interest in the purchasing process;
- O. Keeping sufficient records of all departmental contracts and expenditures, and ensuring that such records are properly stored and filed in accordance with city recordkeeping procedures;
- P. Submitting reports to the city manager or designee showing all departmental supplies and equipment that are no longer used or have become obsolete or worn out so that the city manager or designee can determine the appropriate steps to sell, exchange, or trade in such surplus supplies and equipment, if desired; and
- Q. Transferring surplus or unused goods between departments as needed, or selling, exchanging, trading in, or donating surplus goods to interested private or

public agencies or vendors as prescribed in this chapter, with appropriate findings pursuant to any applicable authority or limitation on the City.

3.08.060 Contract award authority and delegation of contract award authority.

- A. The authority to award contracts that legally bind the city to a purchase shall be vested in the city council, unless such authority is delegated to the city manager as prescribed herein and in the associated administrative procedures.
- B. Contract award authority delegated by the city council to the city manager may be further delegated by the city manager to department heads as necessary for operational efficiency and effectiveness. Delegation shall be in writing and kept on file with the city clerk. This provision shall not apply to delegation from the city council to the city manager as specified in C.3 in this section.
- C. Dollar thresholds for awarding contracts shall be established by resolution of the city council, in accordance with the following level designations:
 - 1. First Level Contracts. First level contracts may be awarded by the city manager, or department heads who have been delegated contract award authority in accordance with this section.
 - 2. Second Level Contracts. Second level contracts may be awarded by the city manager. Nothing in this section shall preclude the city manager from requesting city council approval for second level contracts if deemed to be in the best interest of the city.
 - 3. Third Level Contracts. Third level contracts shall be awarded by the city council, unless such authority is delegated to the city manager for a specific purpose.
- D. All purchase contracts and amendments thereto required by this chapter shall be approved by the appropriate award authority.
- E. Amendments to contracts. For the purposes of subsections B and C of this section, “amendments” means any amendment, modification, annual renewal not previously authorized, or change order that results in an increase to the total amount of money that may be spent under a single contract. Approval authority limits shall be based on the total contract amount, inclusive of amendments.

Modifications to the terms, conditions, or payment provisions, or material changes to specifications or scopes of services, of an existing contract, shall require a contract amendment. All contract amendments required by this chapter must be in writing and no verbal contract modifications shall be held binding on the city.
- F. Purchases of similar goods and/or services from a single vendor, contractor, or consultant, which could reasonably be included in a single contract, shall not be

split into multiple contracts in order to avoid approval by the city council or the city manager, as applicable.

3.08.070 Solicitation procedures for goods and services.

The following solicitation procedures shall govern the purchase of all purchases of goods and services needed for city operations, excluding public projects (see 3.08.080).

- A. Solicitation Procedures. Prior to making any purchase, the person or department initiating the purchase shall make a reasonable and good faith estimate of the anticipated cost of the purchase and then proceed with the appropriate solicitation procedure below. If the proposals or bids received exceed the cost threshold for the solicitation procedure used, a new solicitation may be required if directed by the city manager.

Purchases shall not be split or separated into smaller orders for the purpose of circumventing the solicitation or contract award requirements specified in this chapter.

1. No solicitation required. Purchases of goods and services up to \$5,000 do not require a competitive solicitation and may be made following the receipt of one price quote or proposal. However, as a matter of fiscal prudence, nothing shall preclude the person initiating the purchase from conducting price comparisons to ensure that the best overall value is obtained.
2. Informal solicitation required. Purchases of goods and services with an estimated cost between \$5,001 and \$50,000 shall be made following the solicitation of at least three written price quotes or proposals, which may be solicited using any means reasonably calculated to obtain a combination of the lowest price and highest quality of goods or services available, in the reasonable discretion of the reviewing authority.
 - a. The person or department initiating the purchase shall keep a record of all such solicitations and the price quotes or proposals submitted in response thereto.
 - b. If the person or department initiating the purchase is unable to obtain three price quotes or proposals from responsive and responsible bidders or proposers after making diligent efforts to do so, the purchase may be made without obtaining three price quotes or proposals, provided that the efforts made to obtain three quotes or proposals shall be documented in the contract file for the purchase and shall be presented to the city manager or designee as part of the request for contract award and execution.

- c. Nothing in this subsection 2 shall preclude the city manager or a department head from requiring a more formal means of solicitation, such as that required by subsection 3 below.
 - 3. Formal solicitation required. Purchases of goods and services with an estimated cost greater than \$50,000 shall be made following the posting of an invitation to submit in writing a sealed bid or proposal.
 - a. Such written solicitations and offers or responses thereto shall be established in the purchasing administrative procedures, or as set forth within the published solicitation. Each solicitation shall describe the purchase and establish product specifications and/or required services and all other requirements, including the quantity and quality thereof, any desired warranty, insurance, or bonds, the time, place and manner of delivery of the purchases, the desired terms of payment, and the form, method, and timing of the response to the solicitation.
 - b. Such written solicitations shall be posted in at least one publicly accessible location likely to reach the intended service provider, supplier, or vendor. The first publication or posting of the solicitation shall be at least ten days before the due date for responses to the solicitation. The posting location may include the city's website, an electronic bulletin board, a newspaper of general circulation in the city, or a trade journal, magazine, or other publication, whether in print or electronic.
 - c. Bids or proposals may also be directly solicited from individuals and businesses if such individuals or businesses are known to be capable of providing the item or service that is being solicited. However, such direct solicitations shall be in addition to solicitations made under subsection (A)(3)(b).
- B. Bid or proposal evaluation.
- 1. The city may reject any or all bids or proposals in response to a city solicitation in its sole discretion.
 - 2. If no bids or proposals are received, the city may make the purchase by any lawful reasonable and available means, notwithstanding the other requirements of this chapter.
 - 3. If two or more bids or proposals received are for the same total amount or unit price, quality and service being equal, the contract may be awarded to either bidder or proposer.

4. Contracts for goods shall be awarded to the lowest responsive and responsible vendor, where the goods offered are identical or nearly identical. However, where the goods offered are not identical, the city may consider the fitness and quality of the goods offered, in addition to price, and may award the contract to the vendor that offers the best combination of price and fitness and quality of goods.
5. Contracts for general services may be awarded to the lowest responsive and responsible bidder if determined by the City Manager or designee to be in the best interest of the City; otherwise, such contracts shall be awarded in the manner specified in section 3.08.070.B.6 below.
6. Contracts for professional services shall be awarded on the basis of demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services, offered at a fair and reasonable price, as determined by a consideration of the following criteria:
 - a. Whether the price is fair, reasonable, and competitive;
 - b. The quality of the services offered;
 - c. The demonstrated competence, ability, capacity, and skill of the person or business to provide the services promptly, within the time specified, within budget, and without delay or interference;
 - d. The credentials and licenses of the person or business, if required;
 - e. The character, integrity, reputation, judgment, training, experience, and efficiency of the bidder or proposer;
 - f. The person's or business's knowledge of local conditions;
 - g. The person's or business's previous history of working on related projects or issues for the city, where such previous experience will allow the services to be performed more efficiently and will require less time spent on preparation and background research;
 - h. The sufficiency of the bidder's or proposer's financial capacity and other resources; and
 - i. The ability of the bidder or proposer to provide such future service as may be needed.
7. Local preference. Where two or more bidders or proposers are reasonably comparable based on a consideration of the criteria in subsection (B)(5), a preference may be given to a bidder or proposer that has a primary place of business located within the city. The city council

finds that this preference serves the public purposes of supporting local economic stability and of encouraging businesses to locate and remain in the city of Arroyo Grande.

- C. Exceptions. The solicitation procedures in this section shall not apply to purchases that satisfy one or more of the following criteria:
1. No price advantage would be gained from a competitive solicitation process, including but not limited to circumstances when goods or services are unique and are only available from one source, also known as a "sole source" contract. However, if the person or department initiating the purchase proposes to forego a competitive solicitation process based on this subsection (C)(1), a justification for the recommendation shall be presented in writing to the city manager or designee, whose approval is required to move forward with a recommendation for contract award to the appropriate award authority.
 2. When the purchase is based on a master agreement, cooperative agreement, multiple award schedule, or other types of agreements entered into by the state of California or the federal government. Examples include, but are not limited to, California Multiple Award Schedules (CMAS) and Federal General Services Administration (GSA) contracts.
 3. When the vendor or service-provider was awarded a contract by another public agency; said agency used solicitation procedures substantially similar to those that the city would have been required to use, the vendor or service-provider offers the same price(s) to the city that it offered to the other agency; and the initial awarding public agency agrees to the purchase.
 - a. This subsection 3 may include the use of for profit regional or national purchasing cooperatives, provided that the city is a registered member of the cooperative and a membership fee is not required.
 4. Where an emergency situation exists, as determined by the city manager consistent with the process laid out by City's Municipal Code, or where a disaster has been declared by the city council, state or federal government, such that the life, health or safety of employees or the general public is at risk, or when significant harm may occur to city property or operating systems and goods and/or services must be procured immediately to prevent loss or substantial disruption of city services or functions; provided that competitive bidding is not required by a state or federal reimbursing agency and is otherwise consistent with State law.

5. When the contract award authority determines that bidding would be impractical, inefficient, or otherwise not in the best interest of the city, provided that contract file contains sufficient documentation to justify bid impracticality.
6. When the purchase is for, or made in conjunction with, the following:
 - a. Insurance and bonds;
 - b. Public library collection materials or services for the provision of public library collection materials or other books or periodicals;
 - c. Procurements funded by grants, donations or gifts when the special conditions attached to the grants, donations or gifts require the procurement of particular goods and/or services;
 - d. Goods and/or services obtained from or through agreement with any governmental, public or quasi-public entity;
 - e. Works of art, entertainment or performance;
 - f. Surplus personal property owned by another governmental, public or quasi-public entity;
 - g. Membership dues, conventions, training, and travel arrangements;
 - h. Advertisements in magazines, newspapers, or other media;
 - i. Goods procured for resale to the public.

The person responsible for conducting a procurement pursuant to this section shall conduct negotiations, as appropriate, as to price, delivery and terms and may require the submission of cost or pricing data in connection with the award of a contract which does not require a competitive solicitation.

Notwithstanding the exception provisions listed above, nothing in this section shall preclude the solicitation of competitive bids or proposals, when in the best interest of the city or when required by law.

3.08.080 Solicitation procedures for public projects.

The following solicitation procedures shall govern the bidding and awarding of contracts associated with public projects.

- A. Uniform Public Construction Cost Accounting Act. The city has adopted the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq., as may be amended) (the "Act") and all expenditures for public projects by the city shall be made in accordance with the Act.
- B. Solicitation Procedures. Prior to making any purchase, the person or department initiating the purchase shall make a reasonable and good faith estimate of the

anticipated cost of the purchase and then proceed with the appropriate solicitation procedure below. Purchases shall not be split or separated into smaller orders for the purpose of circumventing the procedures hereunder.

1. No Competitive Bidding Required. Public projects with an estimated cost of up to the maximum dollar amount stated in Public Contract Code Section 22032(a), including any amendment thereto, may be performed by city employees by force account or else may be awarded by negotiated contract or by purchase order without competitive bidding.
 2. Informal Bidding Required. Public projects with an estimated cost of up to the maximum dollar amount stated in Public Contract Code Section 22032(b), including any amendment thereto, shall require either the informal bidding procedures set forth in Section 3.08.080(C) or the formal bidding procedures set forth in Section 3.08.080(D).
 3. Formal Bidding Required. Public projects with an estimated cost of greater than the maximum dollar amount stated in Public Contract Code Section 22032(c), including any amendment thereto, shall require the formal bidding procedures set forth in Section 3.08.080(D).
- C. Informal Bidding Procedures. The following procedures shall apply to informal bids: A notice inviting bids shall be prepared, which describes the project in general terms, explains how to obtain more detailed information about the project, and states the time and place for the submission of bids. The notice shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 3.08.080(E), and to all construction trade journals as specified by the California Uniform Public Construction Cost Accounting Commission ("Commission"), in accordance with Public Contract Code Section 22036, including any amendment thereto.
- Notices sent to contractors on the contractors list shall be sent not less than ten calendar days before bids are due and may be sent by mail, fax, or email. Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids, provided, however:
1. If there is no list of qualified contractors maintained by the city for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
 2. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
- D. Formal Bidding Procedures. The following procedures shall apply to formal bids: A notice inviting bids shall be prepared, which describes the project in general

terms, explains how to obtain more detailed information about the project, and states the time and place for the submission of bids. The notice shall be published at least fourteen calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the city; or, if there is no newspaper printed and published in the city, in a newspaper of general circulation which is circulated within the city; or, if there is no newspaper which is circulated within the city, publication shall be by posting the notice in at least three places within the city as have been designated by ordinance or regulation of the city as places for the posting of its notices.

The notice inviting formal bids shall also be sent electronically, if available, by either fax or email and mailed to all construction trade journals specified by the Commission pursuant to Public Contract Code Section 22036. The notice shall be sent at least fifteen calendar days before the date of opening the bids. In addition to notice required by this section, the city may give such other notice as it deems proper.

- E. Contractors List. The public works director or designee shall develop and maintain a list of contractors in accordance with the provisions of Public Contract Code Section 22034 and criteria promulgated from time to time by the Commission.
- F. Preparation and Adoption of Plans. In accordance with Public Contract Code Section 22039, the city council, hereby delegates authority to the public works director or his or her designee, to prepare and adopt plans, specifications, and working details for all public projects with an estimated cost greater than the maximum dollar amount stated in Public Contract Code Section 22032(c), including any amendment thereto.
- G. Award of Contract.
 - 1. If a contract is awarded, it shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the contract may be awarded to either bidder.
 - 2. If the project was bid using informal bidding procedures, and all bids received exceed the maximum dollar amount stated in Public Contract Code Section 22032(c), including any amendment thereto, the city council may, by a four-fifths vote, adopt a resolution awarding the contract to the lowest responsive and responsible bidder if the amount of the contract does not exceed the dollar threshold stated in Public Contract Code Section 22034(d), including any amendment thereto, and it determines the city's cost estimate for the project, upon which the decision to use informal bidding procedures was based, was reasonable. Otherwise, the project shall be re-bid following the formal bidding procedures.

3. In its discretion, the city may reject any or all bids, and may do any of the following:
 - a. Abandon the project.
 - b. Re-advertise the bid in the manner described in this chapter.
 - c. By a four-fifths vote, the city council may declare by resolution that the project can be performed more economically by city employees and may have the project done by force account without further complying with this chapter. Prior to rejecting all bids and declaring that the project can be more economically performed by city employees, the city shall furnish a written notice to an apparent low bidder, informing the bidder of the city's intention to reject the bid. Such written notice shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid.
4. If no bids are received through the formal or informal procedure, the project may be performed by city employees by force account or by a negotiated contract without further complying with this chapter.

H. Emergencies.

1. In cases of emergency when repair or replacements are necessary, the city council may, by a four-fifths vote, proceed at once to replace or repair any public facility, take any action required by that emergency, including procure equipment, services, and supplies without giving notice for bids to award contracts pursuant to Public Contract Code section 22050(a)(1).
2. Before taking any action the city council shall make a finding that the emergency will not permit delay resulting from a competitive bid process, and the action is necessary to respond to the emergency. Such findings shall be based upon substantial evidence set forth in the minutes of its meeting pursuant to Public Contract Code section 22050(2).
3. If the city council has ordered any emergency action, it shall review the emergency action at its next regularly scheduled meeting. Until the action is terminated the city council shall determine the need to continue such action by a four-fifths vote at each meeting pursuant to Public Contract Code section 22050(c)(1).
4. In case of an emergency, if notice for bids to award contracts will not be given, the city shall comply with all requirements of Public Contract Code section 22050.

- I. Exemptions. The bidding procedures for public projects required by this chapter shall not apply when an exemption is provided by state or federal law.

3.08.090 Purchase of paper products; procurement of recovered organic waste products.

Pursuant to relevant state law and Chapter 8.33 of the Arroyo Grande Municipal Code (Mandatory Organic Waste Disposal Reduction), the city has adopted a Recovered Organic Waste Product Procurement Policy. This policy requires all city departments and divisions to incorporate environmental considerations including recycled-content and recovered organic waste product use into purchasing practices and procedures. All vendors providing paper products, printing and writing paper, and organic waste products must comply with relevant state law and city requirements.

3.08.100 Encumbrance of funds.

Except in cases of emergency or in cases where specific authority has been first obtained from the city manager, no purchase shall be made unless there exists a lawful funding source and an unencumbered appropriation in the department, or in the fund against which a purchase is to be charged.

3.08.110 Federal or state funding.

When a purchase of goods and/or services involves the expenditure of federal or state funds, the procurement shall be conducted in accordance with mandatory applicable federal or state regulations, and the chosen bidder or proposal shall be responsible for compliance with all regulations and conditions. Such laws or regulations may be incorporated in the purchasing administrative procedures, and periodically updated, as required.

3.08.120 Disposition of surplus personal property.

- A. Approval Authority and Disposition. The approval authority to dispose of surplus personal property having salvage value shall be consistent with the first, second and third level designations in Section 3.08.060 used to determine the appropriate contract award authority. Such surplus property shall be disposed by public auction, by competitive sealed bids, or by exchange or trade-in for new goods. The sale or lease of surplus personal property to a governmental, public, or quasi-public agency may be without advertisement for or receipt of bids.
- B. Property with No Salvage Value. Surplus personal property with no salvage value, as determined by the city manager or designee, shall be disposed of in a manner that salvages recyclable components, if practical.
- C. Unclaimed, Seized or Abandoned Property. The city manager or designee is authorized to sell or dispose of all goods in the possession of the police department which are unclaimed, seized and/or abandoned and may be legally disposed of by the city.
- D. Records. Each department shall keep records which indicate surplus personal property disposed of, the method of disposal, and the amounts recovered from its disposal. Such records shall be available for public inspection and kept for a

period of time in compliance with state law and the city's records retention schedule.

- E. Donations. Upon advance written approval of the city manager and appropriate indemnification from liability as determined by the city attorney, surplus personal property may be donated in "as-is" condition to governmental, public or quasi-public agencies, charitable or non-profit organizations. Any such donation must be in further of a legitimate public purpose with appropriate findings pursuant to any applicable authority or limitation on the City.
- F. Proceeds of Sale. Proceeds from the sale of surplus personal property shall be deposited into the appropriate city fund.

3.08.130 Ethics.

- A. Statement of policy. City employees and officials shall discharge their duties impartially so as to assure fair competitive access to city procurement opportunities by responsible contractors. Moreover, they shall conduct themselves in such a manner as to foster public confidence in the integrity of city procurement activities.
- B. Conflict of interest. No city employee or city official shall participate directly or indirectly in a city procurement when the employee knows that:
 - 1. The employee or official or any member of their immediate family has a financial interest pertaining to the procurement; or
 - 2. The employee or official or any member of their immediate family is negotiating or has an employment arrangement which is contingent upon or will be affected by the procurement.
 - 3. Withdrawal from Participation. Upon discovery of an actual or potential conflict of interest, an employee/official shall promptly withdraw from further participation in the procurement.
 - 4. Gratuities. No person shall offer, give or agree to give any city employee or city official any gratuity or offer of employment in connection with a procurement by the city. No city employee or city official shall solicit, demand, accept or agree to accept from any other person a gratuity or an offer of employment in connection with a procurement by the city.
- C. In any instance in which a city employee or city official believes they meet the criteria under Section 3.08.130(B) above, they shall promptly inform the City Manager and City Attorney.

3.08.140 Protests.

- A. Effect of Failure to Protest. The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other

vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

- B. Protests of Solicitation Method. By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.
- C. Protests of Award. A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.
- D. Waiver. Any person that: (1) did not directly submit a bid or proposal; (2) is not responsible or qualified to receive the contract; (3) failed to submit a responsive bid or proposal; (4) is not in line to receive the contract or is otherwise ineligible to receive the contract; (5) is otherwise not beneficially interested in the award; or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.
- E. Timing of Protest of Award. Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:
 - 1. If of another bidder, within five calendar days after the bid opening date.
 - 2. If in response to a notice of intent to award a bid, proposal or other application, then within five calendar days following the issuance of the recommendation and prior to the date of the award.
 - 3. If in response to a notice of intent to reject a bid, proposal or other application, then within five calendar days following the issuance of the notice of intent.
- F. City Response. If the protest is timely and complies with the above requirements, the city shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The City will provide a written decision to the protestor in a reasonable amount of time. If the protest is

in response to a recommendation of award to the City Council, then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

- G. Conflicts. The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

SECTION 3. CEQA. The City Council determines that the Ordinance is categorically exempt from further review per State CEQA Guidelines (14 Cal. Code Regs., § 15000 et seq.). The whole of the Ordinance is exempt, because the code amendment is an administrative activity which will not result in a direct or reasonably foreseeable indirect physical change to the environment. (§ 15060(c)(2).) The whole of the Ordinance is also exempt because the code amendment is not a "project" as defined by section 15378, since it has no potential for resulting in a direct or indirect physical change to the environment. (§ 15060(c)(3).) The City Council hereby directs City staff to file a Notice of Exemption within five days of the adoption of this Ordinance.

SECTION 4. If required, within fifteen (15) days after passage of this Ordinance, it shall be published once, together with the names of the Council Members voting thereon, in a newspaper of general circulation within the City.

SECTION 4. This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

The foregoing Ordinance was passed and adopted this ____ day of _____, 2023.

CAREN RAY RUSSOM, MAYOR

ATTEST:

JESSICA MATSON, CITY CLERK

APPROVED AS TO CONTENT:

BILL ROBESON, INTERIM CITY MANAGER

APPROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ARROYO GRANDE AUTHORIZING LEVELS OF
PURCHASING AUTHORITY**

WHEREAS, the City of Arroyo Grande, County of San Luis Obispo, State of California (“City”) is duly authorized and existing under the laws of said State; and

WHEREAS, the City of Arroyo Grande purchases goods and services for the operation of City functions; and

WHEREAS, it is prudent to establish levels of authority for such purchases of goods and services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Arroyo Grande, that:

1. The recitals set forth herein are true, correct and incorporated by reference.
2. The levels of Purchasing Authority attached to this Resolution and marked as Exhibit A, and hereby incorporates such Exhibit into this Resolution. The Levels of Purchasing Authority shall become effective concurrently with the adoption of the Ordinance amending Chapter 3.08 of the Arroyo Grande Municipal Code relating to Purchasing, scheduled for October 10, 2023, or as soon as practical thereafter.
3. The City Council finds that establishing levels of Purchasing Authority attached to this Resolution and marked as Exhibit A is not a “project” as defined by section 15378 under the California Environmental Quality Act, since the action has no potential for resulting in a direct or indirect physical change to the environment. (§ 15060(c)(3).)

On motion of Council Member_____, seconded by Council Member_____, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution was passed and adopted this 26th day of September, 2023.

RESOLUTION NO.
PAGE 2

CAREN RAY RUSSOM, MAYOR

ATTEST:

JESSICA MATSON, CITY CLERK

APPROVED AS TO CONTENT:

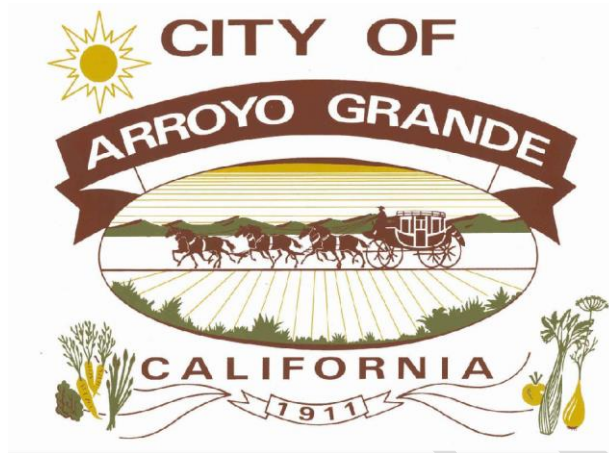
BILL ROBESON, INTERIM CITY MANAGER

APPROVED AS TO FORM:

ISAAC ROSEN, CITY ATTORNEY

EXHIBIT A

1. **First level contracts.** First level contracts for goods and services and public projects may be awarded by the City Manager or Department Heads who have been delegated contract award authority.
 - a) The dollar threshold for first level contracts for **goods and services** purchases is **\$50,000**.
 - b) The dollar threshold for first level contracts for **public projects** is **\$60,000** per current California Uniform Public Construction Cost Account Act (CUPCCAA).
2. **Second level contracts.** Second level contracts may be awarded by the City Manager. Nothing precludes the City Manager from requesting City Council approval for second level contracts if deemed to be in the best interest of the City.
 - a) The dollar threshold for second level contracts for **goods and services** purchases is **\$100,000**.
 - b) The dollar threshold for second level contracts for **public projects** purchases is **\$200,000** per current CUPCCAA.
3. **Third level contracts.** Third level contracts are those exceeding **\$100,000** for **goods and services** and those exceeding **\$200,000** per current CUPCCAA for **public projects**. Third level contracts must be awarded by the City Council, unless authority is delegated to the city manager for a specific purpose. For example, for efficiency purposes, the city manager may wish to request authorization to award a third level contract prior to bidding a particular project.



Purchasing Policies and Procedures Manual

September 2023

Table of Contents

Chapter 1 – Introduction	1
1.1 Purchasing Policy Overview	1
1.2 Legal Requirements	1
1.3 Expectations of Fair and Open Procurement	1
1.4 Contract Award Authority	1
Chapter 2 – Ethics in Public Purchasing	2
2.1 Ethics in Public Purchasing Overview	2
2.2 Code of Conduct and Conflict of Interest	2
2.3 Gifts and Gratuities	3
2.4 Conduct with Vendors	3
Chapter 3 – Purchasing Approval Authorities and Responsibilities	4
3.1 Purchasing System Overview	4
3.2 Categories of Purchases	4
3.3 Purchasing Compliance Oversight	5
3.4 Purchasing Responsibilities of Department Heads	5
3.5 Authority to Award Contracts	7
3.6 Dollar Thresholds for Awarding Contracts	7
3.7 Amending Awarded Contracts	8
3.8 Award Authority Determined by Single Transaction	8
3.9 Annual Appropriation Required	9
3.9.1 <i>Multi-year Contracts</i>	9
3.10 Prohibition on Splitting	10
3.11 Important Considerations for Establishing Contracts	10
3.12 City Contract Types and Templates	11
Chapter 4 – Competitive Solicitation Procedures	13
4.1 Competitive Solicitation Procedures Overview	13
4.1.1 <i>Competitive Solicitation Terminology</i>	13
4.2 Competitive Solicitation Principles	14
4.3 Determining the Appropriate Solicitation Procedure	14
4.4 Solicitation Procedures for Goods and Services	15
4.5 Bid or Proposal Evaluation	17
4.5.1 <i>No Bids or Proposals Received</i>	20
4.5.2 <i>Bid or Proposal Rejection</i>	20
4.6 Exceptions to Competitive Solicitations	20

4.7	Solicitation Procedures and Dollar Thresholds for Public Projects.....	23
4.7.1	<i>Important Considerations for Bidding Construction and Maintenance Work.....</i>	27
Chapter 5	– Special Procurement Programs and Considerations.....	28
5.1	Overview	28
5.2	City-issued Credit Cards	28
5.3	Environmentally Preferable Purchases	28
5.4	Grant-funded Purchases.....	28
5.5	Prevailing Wage and Contractor Registration Requirements	29
5.6	Other Contractor Requirements	30
5.7	Specification Development and Product Standardization.....	30
5.7.1	<i>Specification Development.....</i>	30
5.7.2	<i>Product Standardization.....</i>	31
5.8	Surplus Personal Property Disposal	32
Chapter 6	– Procurement Risk Management	33
6.1	Overview	33
6.2	Insurance Requirements	33
6.2.1	<i>Evidence of Insurance Coverage</i>	33
6.4	Insurance Not Required.....	34
6.5	Limiting City Liability	34
	Glossary of Purchasing Terms and Terminology	35
	Attachments.....	39
	Attachment A: Delegation of Contract Award Authority	39
	Attachment B: Competitive Bid/Proposal Exemption Request Form	40

Tables

Table 1.	Categories of City Purchases.....	4
Table 2.	Determination of Contract Award Authority	9
Table 3.	Solicitation Procedures for Goods, Services and Public Projects	14

Figures

Figure 1.	Dollar Thresholds for Awarding First, Second and Third Level Contracts.....	8
-----------	---	---

Chapter 1 – Introduction

1.1 Purchasing Policy Overview

The purpose of this document is to provide information and reference detail for procuring goods and services consistent with the Municipal Code, adopted policies and procedures and best practices. This document is intended to enable employees to be fully aware of and comply with City purchasing policies, and to effectively administer the procurement function.

1.2 Legal Requirements

[Chapter 3.08](#) of the Municipal Code (purchasing ordinance) establishes authorities and responsibilities associated with purchasing goods and services with public funds. Additionally, the City has adopted public works contracting procedures consistent with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) codified in Section 22000 et. seq. of the Public Contract Code (with procurement requirements commencing with [Section 22030](#)).

When the purchase of goods and services involves the expenditure of federal or state funds, the procurement must be conducted in accordance with mandatory applicable federal or state regulations (see [Section 5.4](#), Grant-funded Purchases).

1.3 Expectations of Fair and Open Procurement

Procuring goods and services using public funds requires staff to:

- Secure goods and services at the lowest cost commensurate with the quality needed.
- Fulfill the requirements of the Municipal Code and other governmental laws in the procurement of goods and services.
- Endeavor to obtain the most open competition possible for all purchases.
- Encourage competitive pricing from responsive and responsible business providers that are qualified, capable and willing to meet the City's requirements.
- Safeguard the City's reputation for fairness, integrity, and ethical practices.

1.4 Contract Award Authority

It is essential for employees to understand that the ability to legally bind the City to a purchase (contract award authority) is **only** vested in the City Council, who may delegate that authority to the City Manager, who may in turn delegate award authority to Department Heads (see [Sections 3.5](#), Authority to Award Contracts, and [3.6](#), Dollar Thresholds for Awarding Contracts).

Chapter 2 – Ethics in Public Purchasing

2.1 Ethics in Public Purchasing Overview

This section of the purchasing policies and procedures manual establishes the ethical standards that City employees and City officials must abide by when making purchases with public funds. Specifically, all City employees and City officials are responsible for:

- Impartially assuring fair competitive access to City procurement opportunities by responsible suppliers and contractors,
- Conducting themselves in a manner that avoids any impropriety, or appearance of impropriety, and
- Fostering the highest level of public confidence in the integrity of the City's purchasing system.

City employees and City officials must abide by the standards of conduct established in this section. Violations can result in disciplinary actions in accordance with City personnel policies and/or penalties prescribed in state law.

2.2 Code of Conduct and Conflict of Interest

No City employee or City official can participate directly or indirectly in a City procurement when the employee/official knows that:

1. The employee or official or any member of their immediate family has a financial interest pertaining to the procurement, or
2. The employee or official or any member of their immediate family is negotiating or has an employment arrangement which is contingent upon or will be affected by the procurement.
3. The employee or official has a conflict of interest under State law, Fair Political Practices Commission Regulations or any local or otherwise applicable authority.

Withdrawal from participation. Upon the discovery of an actual or potential conflict of interest, a City employee or City shall, at the least, promptly withdraw from further participation in the procurement, and otherwise take any steps required by the City consistent with applicable authority.

In any instance where a City employee or City official believes they meet the criteria for a conflict of interest as established by this section or applicable law, they must promptly inform the City Manager and City Attorney.

Note: Consultants with whom the City contracts with are considered public officials under Government Code section 1090 and are subject to the requirements therein and as discussed in

this Section 2.2. The City Attorney's Office is a resource for employees to consult on potential conflict of interest issues with respect to the City's third-party consultants and contractors.

2.3 *Gifts and Gratuities*

Employees cannot solicit, demand, accept or agree to accept from any other person a gratuity or an offer of employment in connection with a procurement by the City.

Similarly, employees or agents of a vendor doing business with the City, or hoping to do business with the City, cannot offer, give or agree to give any City employee any gratuity or offer of employment in connection with a procurement by the City.

2.4 *Conduct with Vendors*

Conduct with vendors who provide goods or services to the City shall be fair, open and transparent. City employees shall:

- Refrain from showing favoritism to vendors or being unduly influenced.
- Select vendors on the basis of meeting appropriate and fair criteria and in accordance with the requirements of City purchasing policies and procedures.

Chapter 3 – Purchasing Approval Authorities and Responsibilities

3.1 Purchasing System Overview

The City has adopted a decentralized purchasing (or procurement) system whereby departments are responsible for procuring goods and services in accordance with established policies and procedures, subject to approval by the appropriate award authority.

In a decentralized purchasing system, it is very important that all employees understand and abide by the City's procurement rules and ensure their fair and consistent application. However, nothing precludes staff from seeking procurement assistance from the Administrative Services Director or designee, especially to clarify policies, processes and procedures.

In accordance with Section 3.08.060 Subsection A of the Municipal Code, the City Manager is the City's designated purchasing authority and may delegate certain authorities and functions to Department Heads and other employees. As prescribed in Section 3.08.060 Subsection B of the Municipal Code, the Administrative Services Director has been assigned responsibility for all purchasing functions.

3.2 Categories of Purchases

City purchase categories generally consist of categories shown below, for which different procurement methods may apply (see [Chapter 4](#) – Competitive Solicitation Procedures).

Table 1. *Categories of City Purchases*

Purchase Category	Description
Goods	Materials, equipment and supplies needed by any department, including items purchased by the City and furnished to contractors for use in public projects.
General Services	Services provided by independent contractors such as custodial, building/equipment/landscape maintenance, equipment rental, excluding contracts for public infrastructure projects. Infrastructure maintenance/repair work that does not require detailed engineered design specifications is typically considered a general service.
Professional Services	Services performed by a person or firm engaged in a profession based on highly specialized and/or technical knowledge or skill such as accountants, attorneys, architects, engineers, and physicians. Professional services are most closely associated with consultants who produce reports, studies, and plans/specifications.

Purchase Category	Description
Public Projects	<p>Public projects (aka public infrastructure, public works projects or capital projects) pertain to the construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind, including demolitions, the construction and installation of drainage systems, lighting and signaling systems, sewer and water systems, and park and recreational facilities.</p> <p>Maintenance required to preserve a public improvement is not considered a public project.</p> <p>Public projects must be competitively bid in accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA) as specified in Section 22000 of the Public Contract Code, unless another authority applies.</p>
<p><u>Note:</u> Both categories of services may involve specialized/technical skills, licenses, certifications, etc. However, general services typically involve operational services and involve trade skills, while professional services are associated with consultants who produce reports, studies and plans/specifications.</p>	

3.3 Purchasing Compliance Oversight

The City Manager is ultimately responsible for overseeing and facilitating compliance with the purchasing ordinance and this policy. However, for operational efficiency and effectiveness, the City Manager has designated the Administrative Services Director with purchasing compliance oversight. This responsibility includes:

- Staying informed of current developments in the field of public purchasing.
- Prescribing and maintaining such forms as are reasonably necessary to the operation of the purchasing policy.
- Recommending updates to the purchasing ordinance and the purchasing policies and procedures manual.
- Maintaining purchasing records and tracking citywide expenditures.
- Coordinating the purchase of goods that will be used by multiple City departments where feasible and practical.
- Disposing of surplus personal property as prescribed herein.

3.4 Purchasing Responsibilities of Department Heads

Department Heads are responsible for ensuring that all purchases by or for their department are made in compliance with the purchasing ordinance and this policy, including the following:

- Preparing solicitation materials, as needed, for each purchase.
- Preparing good faith estimates of the cost of each purchase to determine the appropriate solicitation procedure.
- Ensuring that the proper solicitation procedure is followed based on the estimated cost of the purchase (informal, formal, etc.).

- Ensuring that bids or proposals are submitted by responsible offerors whose submittals are responsive to the requirements set forth in a competitive solicitation.
- Evaluating submitted bids or proposals in accordance with established selection criteria and processes.
- Ensuring that the purchase contract is approved and executed by the appropriate award and signatory authorities based on the dollar amount of the purchase.
- Ensuring that sufficient funds are appropriated to pay for the purchase.
- Ensuring that the vendor, contractor, or consultant has provided insurance certificates and bonds meeting the requirements of the purchase contract, as applicable, before work under the contract begins, and ensuring that such insurance and bonds are renewed, as applicable, during the term of the agreement.
- Ensuring that the vendor, contractor, or consultant has obtained a business license, as required by the Municipal Code, prior to beginning work and ensuring that such license is renewed, as applicable, during the term of the agreement.
- Inspecting supplies and equipment delivered to determine their conformance with the specifications set forth in the order.
- Monitoring the performance of vendors, contractors, and consultants under approved contracts to ensure compliance with contract requirements.
- Recommending and preparing contract amendments and change orders as needed and ensuring that such amendments and change orders are approved and executed by the appropriate award and signatory authorities based on the dollar amount of the amendment or change order, and that sufficient funds are appropriated to pay for the amendment or change order.
- Ensuring that due diligence is performed before determining that a purchase can only be made from a single vendor, contractor, or consultant, and ensuring that decisions to forego a competitive purchase process are properly documented and submitted for approval by the City Manager or designee, or the City Council, as required.
- Taking reasonable and necessary steps to avoid conflicts of interest in the purchasing process.
- Keeping sufficient records of all departmental contracts and expenditures and ensuring that such records are properly stored and filed in accordance with City recordkeeping procedures.
- Submitting reports to the City Manager or designee showing all departmental supplies and equipment that are no longer used or have become obsolete or worn out so the appropriate steps to sell, exchange, or trade in such supplies and equipment can be determined.
- Transferring surplus or unused goods between departments as needed, or selling, exchanging, trading in, or donating surplus goods to interested private or public agencies or vendors as prescribed in [Section 5.8](#), Surplus Personal Property Disposal.

3.5 Authority to Award Contracts

The authority to award contracts that legally bind the City to a purchase is **only** vested in the City Council, unless such authority is delegated to the City Manager as prescribed by [Chapter 3.08](#) of the Municipal Code and this policy manual.

Contract award authority delegated by the City Council to the City Manager may be further delegated by the City Manager to Department Heads as necessary for operational efficiency and effectiveness. Delegation of contract award authority by the City Manager to a Department Head must be in writing and kept on file with the City Clerk (See Example Memo in [Attachment A: Delegation of Contract Award Authority](#)).

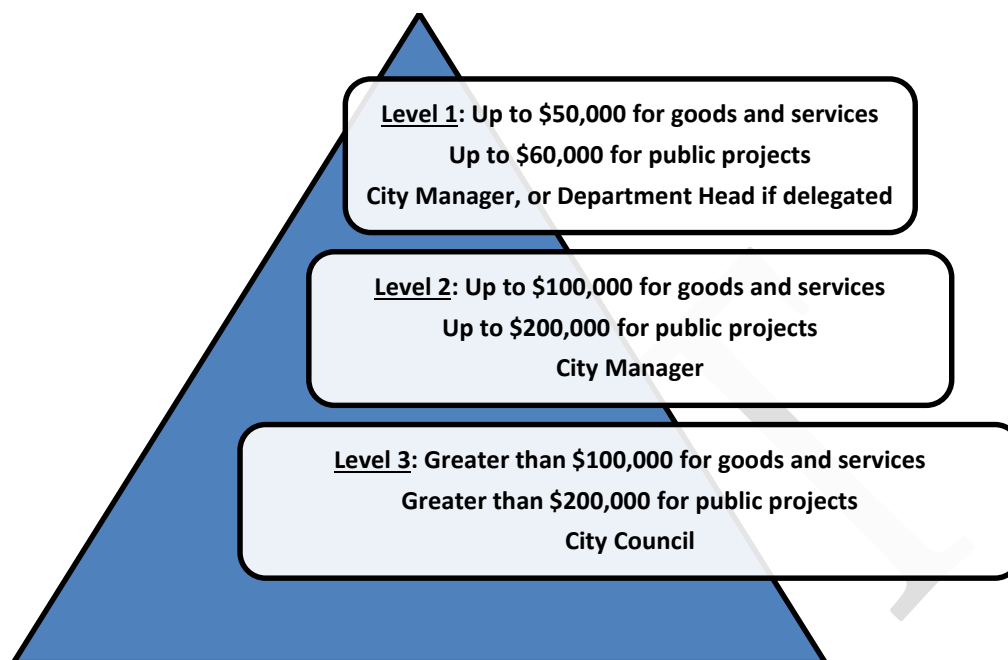
Note: All purchase contracts and any associated amendments thereto can only be approved by the appropriate award authority.

3.6 Dollar Thresholds for Awarding Contracts

Dollar thresholds for awarding contracts for **goods, services and public projects** (as defined in Table 1, [Section 3.2](#)) are established by resolution of the City Council and include the designation of three levels, with each level signifying the maximum threshold amount for requesting approval by the City Council, City Manager, and Department Heads as shown below.

1. **First level contracts.** First level contracts for goods and services and public projects may be awarded by the City Manager or Department Heads who have been delegated contract award authority.
 - a. The dollar threshold for first level contracts for **goods and services** purchases is **\$50,000**.
 - b. The dollar threshold for first level contracts for **public projects** is **\$60,000**.
2. **Second level contracts.** Second level contracts may be awarded by the City Manager. Nothing precludes the City Manager from requesting City Council approval for second level contracts if deemed to be in the best interest of the City.
 - a. The dollar threshold for second level contracts for **goods and services** purchases is **\$100,000**.
 - b. The dollar threshold for second level contracts for **public projects** purchases is **\$200,000**.
3. **Third level contracts.** Third level contracts are those exceeding **\$100,000** for **goods and services** and those exceeding **\$200,000** for **public projects**. Third level contracts must be awarded by the City Council, unless authority is delegated to the city manager for a specific purpose. For example, for efficiency purposes, the city manager may wish to request authorization to award a third level contract prior to bidding a particular project.

Figure 1. Dollar Thresholds for Awarding First, Second and Third Level Contracts



3.7 Amending Awarded Contracts

A contract amendment includes any modification, renewal not previously approved by the appropriate award authority, or change order to a purchase order that results in an increase to the total amount of money that may be spent under a single contract. Award authority limits must be based on the total contract amount, inclusive of amendments.

Modifications to the terms, conditions, or payment provisions, or material changes to specifications or scopes of services of an existing contract, also require a contract amendment. All contract amendments required by this policy must be in writing and no verbal contract modifications shall be held binding on the City. In most cases, modifications will require an amendment that is executed by each party to the agreement. Contract amendments must also be approved by the appropriate award authority. For instance, modification of a third level contract initially approved by the City Council must also be approved by Council.

Note: In limited instances, the City may issue a written amendment without the necessity of a counter signature. An example of this would be a time-only extension on a project-based contract with an estimated completion schedule and associated deliverables. Provided that the original contract does not specify a termination date, no cost is added, or scope changed, and there is sufficient budget available, the City Manager or designee may extend the time for performance by issuing written correspondence to the service provider that the contract has been extended beyond the estimated completion date to ensure agreed upon service delivery.

3.8 Award Authority Determined by Single Transaction

For determining the appropriate award authority, contract amounts shall be defined by what constitutes a single, or one transaction, as shown in Table 2.

Table 2. *Determination of Contract Award Authority*

Contract Type	Single Transaction	Example	Award Authority
One-time purchase order	Each discrete, one-time purchase that will not be duplicated in a fiscal year is a single transaction.	One-time vehicle purchase of \$30,000	Department Head
As-needed or on-call contract	The contract term, coupled with the total estimated value to be spent during the contract term, is a single transaction.	As-needed contract for equipment parts and repairs estimated at \$10,000 for one year On-call contract for hazardous materials spills for \$75,000 for one year	Department Head City Manager
Contract amendment	The sum of the initial contract amount plus the amount of the amendment is a single transaction.	Initial contract of \$80,000 for park landscaping, plus an amendment for \$25,000, for a total of \$105,000	City Council
Multi-year contract	The total value of the contract over the course of the contract term is a single transaction.	Three-year contract for janitorial services estimated at \$50,000 per year, for a total of \$150,000	City Council

3.9 Annual Appropriation Required

When making purchases with City funds, except in cases of emergency or in cases where specific authority has been obtained in advance from the City Manager, there must be an unencumbered appropriation in a department budget or in the fund against which a purchase is to be charged.

Contracts awarded in a fiscal year that are anticipated to extend into a subsequent fiscal year or years may be awarded by the appropriate awarding authority but are subject to this appropriation requirement.

3.9.1 Multi-year Contracts

The use of multi-year contracts can be an effective way of establishing longer-term agreements that result from competitive processes and/or contracts negotiated with terms favorable to the City. Multiyear contracts can be used for goods and/or services and can be established on an as-needed basis or for routine, scheduled maintenance.

- **Competitive/negotiated processes.** Solicitation documents and procurements that incorporate contract negotiations must specify the terms and conditions by which goods and services contracts can be renewed.

Examples include limiting annual price increases (or including de-escalators if appropriate), performance incentives, and renewals subject to budgeted funding and acceptable service.

- **Contract terms.** Multi-year contracts can be structured to renew annually (such as a base contract for one year with subsequent annual renewals), or awarded with longer initial or renewal periods, depending on the circumstances of the procurement.

Examples include a one-year contract with *up to four additional years*, or a three-year contract with *up to two additional years*, etc.

This allows for flexibility to award contract terms that best fit operational needs and foster processing efficiency.

- **Prior authorization needed to renew.** Multi-year contracts that include renewal options must be approved by the appropriate award authority *as part of the initial award*.

For example, the authorizing action by the City Council would include the base award plus the authorization for City Manager to exercise the renewal option(s). If specific authority is not given in the authorizing Council action, then the renewal would require additional Council approval.

3.10 Prohibition on Splitting

Goods and/or services purchases from a single vendor, contractor, or consultant, which could reasonably be included in a single contract, cannot be split into multiple contracts in order to avoid approval by the City Council or the City Manager, as applicable. This requirement also applies to conducting competitive solicitations (see [Section 4.2](#), Competitive Solicitation Principles).

3.11 Important Considerations for Establishing Contracts

Unless otherwise specified, all City purchases for goods and/or services must be transacted through valid written contracts approved by the appropriate award authority. This minimizes agency risk exposure and ensures that the City's standard terms and conditions (or negotiated terms and conditions) are accepted by vendors. The City's requirements for establishing contracts are explained below.

1. **Use of Standard Terms and Conditions.** Use of the City's standard contract templates (including terms and conditions for purchase orders) provided or approved by the City Attorney's Office is always preferred. If presented with a vendor-provided agreement, staff should first attempt to replace it with the City's standard template.
2. **Non-standard Terms and Conditions.** Any changes to the standard templates, or use of vendor-provided agreements, are considered non-standard and *require legal review prior to presenting a contract for approval*. Consult with the Department Head and/or City Attorney.
3. **Written Agreement Required.** Written agreements (contracts) on standard City templates provided by the City Attorney's Office signed (executed) by the parties to the agreement are ***always*** required for ***services*** with a value greater than \$50,000. Services with a value of \$50,000 or less and most ***goods*** purchases ***may*** be procured using purchase orders with standard terms and conditions (which is a valid contract) unless *compelling factors such as liability or risk dictate the use of an executed written agreement*. Consult with the

Department Head and/or City Attorney to determine whether a contract for services under \$50,000 can be procured without a written agreement.

4. **Contract Negotiation.** Contracts and work scopes associated with request for proposals (RFP) and request for qualifications (RFQ) processes, procurements exempt from competitive bidding, or those utilizing non-standard terms/conditions typically require negotiation. Consult with the Department Head and/or City Attorney to determine the level of negotiation required.
5. **City-provided Scope of Work.** Contracts should include well-defined scopes of work drafted by City staff. Use of consultant or vendor-provided work scopes should be minimized to the greatest extent possible.
6. **Purchase Order Required.** A purchase order should accompany any awarded contract.

3.12 City Contract Types and Templates

The City uses the following types of contracts depending on the nature of the purchase, requirements established by the City Attorney's Office, and the type of purchase (see [Section 3.2, Categories of Purchases](#)). Current contract templates are located on the shared drive under [Forms](#).

1. **Purchase order.** A purchase order is utilized to make purchases of discrete, nonrecurring goods and/or services. Acceptance of a PO by a seller results in a contractual relationship between the seller and the City. Purchase orders *must* be issued before committing City funds or receiving any product/service unless an emergency situation exists. Depending on the cost and complexity of the purchase, a written agreement may be required.
2. **Blanket purchase order.** A blanket purchase order is a term contract, usually established for a one-year period for routine, recurring, or as-needed purchases of goods and/or services. In most cases, one-year blanket orders can be renewed annually with the dollar amount reset based on anticipated need for the upcoming year.

Blanket purchase orders can be established for multi-year periods and/or renewed annually according to the terms established through competitive bidding, negotiation, cooperative contract, or as approved by the appropriate award authority.

Blanket purchase orders are a convenient way to purchase routine or as-needed goods and/or services throughout the year. Their use should be maximized to the best extent possible.

3. **General services agreement.** Services such as custodial, building/equipment maintenance, other infrastructure maintenance not requiring detailed/engineered design specifications, and machinery/equipment rental are procured using a *general services agreement template*.
4. **Professional services agreement.** Services generally of an intangible nature that typically require a license, certification, and/or other professional criteria to perform the work as defined by the laws of the State of California are procured using a *professional services agreement template*.
5. **Construction agreement.** The construction, alteration or repair of any public work must be procured using a *construction agreement template*, as may be deemed appropriate by the City Attorney's Office.

- 6. Multi-year services agreement.** The use of a multi-year services agreement may be appropriate for general or professional services procured through pre-qualification processes or large projects that utilize a shortlist of qualified consultants for as-needed services or discrete project work negotiated through task orders.

DRAFT

Chapter 4 – Competitive Solicitation Procedures

4.1 *Competitive Solicitation Procedures Overview*

This chapter outlines the City's competitive solicitation principles, requirements by dollar threshold, exceptions to competitive bidding, use of cooperative purchasing programs, and associated procedures to be used by employees who are responsible for procuring goods, services, and public projects.

4.1.1 Competitive Solicitation Terminology

To distinguish between types of solicitations at different dollar thresholds, the following terminology is customarily used.

- **Price quotation or quote.** The term “quotation” or “quote” is most often used with smaller dollar purchases associated with informal solicitations.
- **Competitive Bid.** Use of the term “bid” typically denotes a solicitation where a contract is awarded based on the lowest bid price and is most often associated with formal, sealed bidding.
- **Competitive Proposal.** Use of the term “proposal” typically refers to a solicitation where a contract can be awarded on factors in addition to price (also referred to as a “best value procurement”) and is most often associated with formal, sealed request for proposals (RFPs).
- **Demonstrated competence and professional qualifications.** Use of these terms is most closely related to evaluating RFP responses for services *before* pricing is considered and is *always* required for professional services related to architects, engineers, environmental consultants, land surveyors, and construction management firms. In many instances, a request for qualifications (RFQ) process will be used for the solicitation.
- **Contractors, Consultants and Vendors.** The City contracts with individuals and entities to purchase goods and services. The terms “contractors,” “consultants,” and “vendors” are sometimes used interchangeably. However, *contractor* is generally associated with procuring general services and public projects; consultants are generally associated with procuring professional services; and vendors are generally associated with procuring goods.

Note: The terms “bidder,” “bid” and “bidding” are sometimes used interchangeably with “proposer,” “proposal” and “proposing.”

4.2 Competitive Solicitation Principles

Competitive bidding procedures shall be conducted in accordance with the following principles and requirements:

- Purchases must be based on competitive solicitation procedures whenever possible, unless otherwise exempt in accordance with [Section 4.6](#), Exceptions to Competitive Solicitations.
- Prospective, qualified bidders associated with any given procurement must be afforded a fair opportunity to submit bids/price quotes based on the same specifications to ensure a level playing field with no unfair advantages.
- The complexity of the solicitation procedures and the corresponding requirements increase with the dollar value of the procurement.
- Price quotes, bids or proposals required by this chapter, including procurements that may not require competitive bidding, must be in writing; verbal quotes cannot be accepted.
- Under no circumstances shall purchases be artificially split to use a more simplified process or to avoid approval by the City Council or City Manager, as applicable.
- Late bids, proposals or quotes cannot be accepted, unless it can be definitively determined by the Department Head that late submission was caused entirely by City action.
- Staff should select the solicitation method most appropriate to the required good and/or service.
- The use of cooperative purchasing programs that leverage volume purchases, secure value pricing, and reduce administrative overhead is encouraged.
- Staff must take into account the procurement-related policies and procedures such as prevailing wage requirements, requirements for buying computer hardware and software, product standardization, environmentally preferable purchases, and purchases using federal grant funds (see [Chapter 5](#), Special Procurement Programs and Considerations).

4.3 Determining the Appropriate Solicitation Procedure

To determine the appropriate solicitation procedure, staff should know the category of purchase (goods, general services, professional services, or public projects) and have an estimated cost in mind, as shown in Table 3 and more fully explained in below.

Table 3. Solicitation Procedures for Goods, Services and Public Projects

Solicitation Procedure	Purchase Category/ Dollar Threshold
No solicitation required	Goods and services up to \$5,000 Public projects up to \$60,000
Informal solicitation	Goods and services between \$5,001 and \$50,000 Public projects up to \$200,000
Formal solicitation	Goods and services greater than \$50,000 Public projects greater than \$200,000
Note: If the bids, quotes, or proposals received for <i>goods or services</i> purchases exceed the cost threshold for the solicitation procedure used, a new solicitation may be required if directed by the City Manager (see Section 4.6 , Solicitation Procedures and Dollar Thresholds for Public Projects for provisions specific to <i>public projects</i>).	

4.4 Solicitation Procedures for Goods and Services

1. **No solicitation required.** Purchases of goods and/or services **up to \$5,000** do not require a competitive solicitation and may be made following the receipt of one written price quote or proposal. However, as a matter of fiscal prudence, nothing shall preclude the person initiating the purchase from conducting price comparisons to ensure that the best overall value is obtained.
2. **Informal solicitation required.** Departmental purchases of goods and services with an estimated cost between \$5,001 and \$50,000 require an informal solicitation process that includes the following requirements:
 - a. **Good faith effort.** A good faith effort must be made to ensure that at least three firms/individuals are provided an opportunity to respond to the solicitation.
 - b. **Form and manner of solicitation.** The form and manner by which informal solicitations are conducted, i.e., use of informal bid/proposal templates, invitations to submit written quotations, development of product specifications and/or scopes of work, etc., shall be prescribed by the Department Head to ensure that any given procurement results in a combination of the lowest price and highest quality of goods and/or services available.
 - c. **Same specifications to be used.** Prospective bidders or proposers must be afforded the opportunity to submit a bid or proposal based on the same specifications, scope of work or requirements, as the case may be.
 - d. **Shared information.** Any material information provided in response to an inquiry or inquiries by a prospective bidder/bidders must be provided to all known prospects (called “plan holders”), especially if product specifications, requirements, or scope of work is changed that could give a bidder a competitive advantage if the change is only known to that bidder.
 - e. **Reasonable and sufficient solicitation period.** A bidding period reasonable and sufficient to the dollar value, size or complexity of the procurement should be used.

For example, price quotes for ten laptops could be prepared within a few days while proposals for cloud-based software solution could require several weeks.
 - f. **Electronic submittals encouraged.** Consistent with best practices for automating processes and paperwork reduction, the submittal of electronic bids is encouraged, and paper submittals are discouraged.
 - g. **Evaluation period.** Every solicitation requires a due date and time. To ensure fairness and process integrity, submitted bids can only be evaluated after the specified due date and time, not before (see also [Section 4.5](#) Bid or Proposal Evaluation).
 - h. **Contract award and/or purchase order approval.** Once a responsible vendor has been selected, a contract and/or purchase order is recommended for approval to the appropriate award authority.
 - i. **Records retention.** The staff member initiating the purchase *must* keep a record of the solicitation document; any correspondence sent to prospective vendors that changes the scope or product specifications in response to an inquiry or inquiries;

all submitted quotes/proposals; and any subsequently approved contract and/or purchase order.

The records must be kept in accordance with the City's records retention policy.

- j. **Less than three quotes/proposals received.** If the staff member conducting the solicitation is unable to obtain three price quotes or proposals, the purchase may move forward so long as the effort is documented in writing and submitted to the Department Head (or City Manager if required) as part of the request for contract approval.

Note: Nothing precludes the City Manager or a Department Head from requiring a more formal means of solicitation, such as that required by subsection 3 below (formal solicitation).

- 3. **Formal solicitation required.** Departmental purchases of goods and services with an estimated cost greater than \$50,000 require a formal solicitation process to invite sealed bids or proposals that includes the following requirements:

- a. **Notice of solicitation.** Prior to conducting a formal solicitation, a Notice Inviting Bids/Proposals must be prepared as prescribed by the Department Head that states the bidding method being used.
- b. **Public posting of notice of solicitation.** The Notice Inviting Bids or Proposals must be posted in at least one publicly accessible location likely to reach the intended service provider, supplier, or vendor.

The first publication or posting of the solicitation shall be at least ten days before the due date for responses to the solicitation. The posting location may include the city's website, an electronic bulletin board, a newspaper of general circulation in the city, or a trade journal, magazine, or other publication, whether in print or electronic.

- c. **Solicitation document preparation and content.** For formal solicitations, an Invitation for Bids (IFB) or Request for Proposals (RFP), or Request for Qualifications (RFQ) must be prepared using a template prescribed by the Department Head. The solicitation document must:
 - i. Identify the bidding method being used.
 - ii. Describe the purchase and establish product specifications, functional requirements, and/or scope of services by specifying actual or estimated quantities for goods and/or desired quality of product or service performance.
 - iii. Establish minimum threshold and/or experiential requirements that must be met to be considered for contract award.
 - iv. Enumerate other requirements such as any desired warranty, insurance, or bonds; the time, place and manner of delivery of the purchases; the desired terms of payment; and the form, method, and timing of the response to the solicitation.
 - v. Include the City's standard contractual terms and conditions, and in the case of an RFP or RFQ, provide instructions to proposers to identify in writing any objections to the City's requirements, terms and conditions.
 - vi. Include protest procedures, if required.

- d. Public noticing period.** The solicitation must be posted in at least one publicly accessible location likely to reach the intended service provider, supplier, or vendor.

The first publication or posting of the solicitation must be at least ten days before the due date for responses to the solicitation. The posting location may include the city's website, an electronic bulletin board, a newspaper of general circulation in the city, or a trade journal, magazine, or other publication, whether in print or electronic.

A bidding period reasonable and sufficient to the dollar value, size or complexity of the procurement should be used.

- e. Direct solicitation.** Bids or proposals may also be directly solicited from individuals and businesses if such individuals or businesses are known to be capable of providing the item or service that is being solicited. However, such direct solicitations are in addition to the solicitation requirements specified above.

- f. Shared information (bid addenda).** Any material information provided in response to an inquiry or inquiries by a prospective bidder/bidders must be provided to all known prospects (called "plan holders") through the issuance of an addendum on a form prescribed by the Department Head, especially if product specifications, requirements, or scope of work is changed that could give a bidder a competitive advantage if the change is only known to that bidder.

Note: Only properly issued written addenda are binding on the City; verbal responses shall not be used to change any specifications, requirements, scope, or contractual terms and conditions of the solicitation.

- g. Electronic submittals encouraged.** Consistent with best practices for automating processes and paperwork reduction, the submittal of electronic bids is encouraged, and paper submittals are discouraged.

- h. Evaluation period.** Every solicitation requires a due date and time. To ensure fairness and process integrity, submitted bids can only be evaluated after the specified due date and time, not before (see also [Section 4.5](#) Bid or Proposal Evaluation).

- i. Contract award.** Once a responsible vendor has been selected, a contract and/or purchase order is recommended for approval to the appropriate award authority.

- j. Records retention.** The staff member initiating the purchase *must* keep a record of the solicitation document; any correspondence sent to prospective vendors that changes the scope or product specifications in response to an inquiry or inquiries; all submitted quotes/proposals; and any subsequently approved contract and/or purchase order.

The records must be kept in accordance with the City's records retention policy.

4.5 Bid or Proposal Evaluation

- 1. Responsiveness and responsibility.** Before any bidder or proposer can be considered for contract award, submitted bids or proposals must first be reviewed to determine bid/proposal responsiveness and bidder/proposer responsibility.

- a. **Bid/proposal responsiveness.** Responsiveness refers to bids or proposals submitted by contractors, vendors or consultants that meet the material requirements of the solicitation and comply with its instruction.

Bids or proposals found to be non-responsive should be removed from consideration by the Department Head or designee before evaluating responsive bids/proposals received.

- b. **Bidder/proposer responsibility.** Bidder/proposer responsibility refers to contractors, vendors or consultants who have consistently demonstrated attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily provide the goods and/or services contained in a solicitation.

2. **Lowest bid method.** The lowest bid method is typically used for the purchase of materials, supplies and equipment (goods), *where the goods offered are identical or nearly identical*. This method may also be used for procuring general or technical services such as maintenance work, as deemed appropriate by the City Manager or a Department Head.

In situations where goods offered are not identical or nearly identical, the fitness and quality of the goods offered may be considered, in addition to price, with a contract awarded to the vendor that offers the best combination of price and fitness and quality of goods (similar to the best value evaluation method for services described below). The lowest bid method may be used for contracts for general services if determined by the City Manager or designee to be in the best interest of the City.

3. **Best value method.** Contracts for services (including professional services) are awarded on the basis of demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services, offered at a fair and reasonable price, as determined by considering the following criteria:

- a. Whether the price is fair, reasonable, and competitive;
- b. The quality of the services offered;
- c. The demonstrated competence, ability, capacity, and skill of the person or business to provide the services promptly, within the time specified, within budget, and without delay or interference;
- d. The credentials and licenses of the person or business, if required;
- e. The character, integrity, reputation, judgment, training, experience, and efficiency of the bidder or proposer;
- f. The person's or business's knowledge of local conditions;
- g. The person's or business's previous history of working on related projects or issues for the city, where such previous experience will allow the services to be performed more efficiently and will require less time spent on preparation and background research;
- h. The sufficiency of the bidder's or proposer's financial capacity and other resources; and
- i. The ability of the bidder or proposer to provide such future service as may be needed.

Helpful hint: When soliciting proposals for most services, a best practice is to evaluate submittals based on qualifications and competence first, before pricing is considered. To help ensure that pricing is not initially considered, solicitations should require that pricing is submitted with the proposal in a “separately sealed envelope” (or otherwise segregated from the main proposal if an electronic solicitation process is used).

- 4. Qualifications based selection.** When professional service providers such as architects, engineers, land surveyors, or construction management firms are required, the solicitation **must** follow the Qualifications Based Selection (QBS) process required by state law (see [Section 4525 et. seq. of the California Government Code](#) or its federal counterpart for federal aid projects, the [Brooks Act](#)).

For these types of professional services procurements, consultants are selected based on demonstrated competence before pricing is considered, i.e., an evaluation process that typically includes interviews will be completed and a rank order determined.

At minimum, submitted pricing **must** be separately sealed and separately evaluated. For many projects that are funded by federal or state grants (such as transportation funding administered by the California Department of Transportation, or Caltrans), pricing **cannot** be submitted in response to an initial solicitation.

When a QBS process is required, staff must negotiate in good faith with the top-rated proposer. If a contract cannot be agreed upon in consideration of scope, reasonable cost and acceptable terms and conditions, then discussions can commence with the next highest rated proposer, and so on, until an acceptable agreement is reached.

- 5. Request for Qualifications.** In situations where a department wishes to establish on-call contract(s) (typically for as-needed general or professional services), a Request for Qualifications (RFQ) process can be conducted. An RFQ is used to solicit statements of qualifications from qualified firms to provide a particular/specialty service on an as-needed basis. Examples include, but are not limited to, special inspections, environmental testing services, land surveying, or information technology services.

The statements of qualifications (SOQs) are evaluated based on demonstrated competence similar to the QBS process described above. Proposing firms should submit hourly rate sheets as well for comparison purposes. Once the evaluation process is complete, qualified firms can be placed on a “shortlist” for as-needed use.

The type of service needed, i.e., discrete project work or on-call services when the need arises, and the degree of consultant specialization, will dictate how contracts are awarded, as illustrated with the following examples.

Example 1:

A shortlist is established for land surveying and the shortlisted firms are fairly equal in experience and hourly rates, and the City only has the need for one surveying project with a defined scope of work, then brief proposals can be solicited from each firm and a selection made based on best overall value.

Example 2:

A shortlist is established for different types of as-needed surveying work associated with a large capital project such as construction staking, topographical surveys, and boundary surveys, and each shortlisted firm presents an area of specialty. Rather than conducting a solicitation process, on-call contracts with not-to-exceed amounts can be awarded to each firm based on their area of specialty.

Example 3:

The City is interested in acquiring property for a park and will need to conduct (as yet undefined) environmental testing work as the site is prepared for development, with the process expected to take five to seven years. A multi-year services agreement can be established with one or more of the shortlisted firms. As the environmental testing needs are better defined, task orders based on discrete scopes of work can be negotiated with a firm or firms under the services agreement based on area of specialty, availability, etc.

- 6. Local preference.** If two or more bidders or proposers are reasonably comparable based on a consideration of the criteria in subsection 3 in this section, a preference may be given to a bidder or proposer that has a primary place of business located within the City as a means to serve the public purposes of supporting local economic stability and of encouraging businesses to locate and remain in Arroyo Grande.

4.5.1 No Bids or Proposals Received

If no bids or proposals are received in response to a solicitation, staff may proceed with the procurement through direct negotiation with a vendor, or other reasonable means as determined by the City Manager or a Department Head, subject to applicable laws and City requirements.

4.5.2 Bid or Proposal Rejection

The City may reject any or all bids or proposals in response to a solicitation in its sole discretion. Bids or proposals are typically rejected if submitted pricing is above the available budget or if proposed goods and/or services do not meet the City's requirements.

The authority to reject bids or proposals is consistent with the first, second, and third level dollar thresholds established for awarding contracts.

4.6 Exceptions to Competitive Solicitations

Certain purchases may be exempt from competitive solicitation if in the City's best interests, subject to appropriate approvals and other requirements specified in this section. In recommending a bid exception, the purchase must satisfy one or more of the following criteria:

- 1. No competitive advantage.** No price advantage would be gained from a competitive solicitation process, including but not limited to circumstances when goods or services are unique and are only available from one source (known as a "sole source" purchase).

Note: There may be instances where goods or services are unique but are available from more than one source. If it is determined that no price advantage would be gained from a competitive solicitation process and the value can be justified, then a procurement can proceed with one source (known as a "single source" purchase).

- 2. State and Federal Multiple Award Schedules.** When the purchase is based on a cooperative agreement, multiple award schedule, or other types of agreements entered into by the state of California or the federal government.

Information on these types of programs can be found at [California Multiple Award Schedules \(CMAS\)](#) and [Federal General Services Administration \(GSA\) Multiple Award Schedule](#).

- 3. Cooperative purchasing programs.** When a vendor or service-provider has been awarded a contract by another public agency and:

- a. The agency used competitive solicitation procedures consistent with those required by Arroyo Grande;
- b. The vendor or service-provider offers the same price(s) to the City that it offered to the other agency, unless better pricing can be obtained;
- c. The contract was awarded within a reasonable timeframe relative to the City's purchase; and
- d. The initial awarding public agency agrees to the purchase.

Note: This subsection may include the use of for profit regional or national purchasing cooperatives, provided that the city is a registered member of the cooperative and a membership fee is not required. Some leading cooperatives include:

- [OMNIA Partners, Public Sector](#) (formerly U.S. Communities)
- [Sourcewell](#) (formerly National Joint Partners Alliance)
- [NASPO ValuePoint](#) (formerly WSCA-NASPO, or the Western States Contracting Alliance-National Association of State Procurement Officials)

- 4. Emergency situations.** An emergency is a situation such that the life, health or safety of employees or the general public is at risk, or when significant harm may occur to City property or operating systems and goods and/or services must be procured immediately to prevent loss or substantial disruption of city services or functions. Emergency situations are those that present imminent risk and require immediate action, as opposed to urgent situations that require swift action, i.e., there is no immediate danger, but the situation requires prompt attention to preclude an emergency event from occurring.

Purchasing decisions for goods and/or services necessary to respond to emergencies that require full or partial activation of the emergency operations organization must be considered in conjunction with provisions 4.a and 4.b in this subsection.

- a. The determination that an emergency situation exists is made by the City Council, City Manager or designee pursuant to Municipal Code [Chapter 8.12](#), Emergency Services Organization, and/or
- b. Where a disaster has been declared by the City Council, state or federal government, provided that competitive bidding is not required by a state or federal reimbursing agency and is otherwise consistent with state law (see also [5.4 Grant-funded Purchases](#)).

- 5. Bid impracticality.** A purchase may be exempt from a competitive solicitation when the contract award authority determines that bidding would be impractical, inefficient, or

otherwise not in the best interest of the City, provided that the contract file contains sufficient documentation to justify bid impracticality.

Situations where it may be impractical to issue a solicitation typically include products or processes where the City has decided for best value purposes to standardize on certain equipment or systems **and** replacement parts and/or maintenance and repair services are only available from the manufacturer or one authorized source.

6. Other enumerated exceptions. When the purchase is for, or made in conjunction with, the following:

- a. Insurance and bonds;
- b. Procurements funded by grants, donations or gifts when the special conditions attached to the grants, donations or gifts require the procurement of particular goods and/or services;
- c. Goods and/or services obtained from or through agreement with any governmental, public or quasi-public entity;
- d. Works of art, entertainment or performance;
- e. Surplus personal property owned by another governmental, public or quasi-public entity;
- f. Membership dues, conventions, training, and travel arrangements;
- g. Advertisements in magazines, newspapers, or other media; and
- h. Goods procured for resale to the public.

7. No preclusion from competitive bidding. Notwithstanding the exception provisions listed above, nothing in this section shall preclude the solicitation of competitive bids or proposals, when in the best interest of the City or when required by law.

8. Documentation and approval required. A written justification form is required for purchases exempt from competitive bidding (see [Attachment B: Competitive Bid/Proposal Exemption Request Form](#)), as follows:

- a. The requestor must identify the applicable bid exception.
- b. The justification must include an explanation as to why a competitive process cannot be used, including verification that a good faith search for competition was made.
- c. If different brands or models have been tested or previously used and determined to be unsuitable, the justification should provide descriptive information on brands/models used, dates of use and why they are not acceptable.
- d. The written justification must be approved by the City Manager or Department Head, as applicable, and attached as backup at the time contract approval is recommended to the appropriate award authority.

Note: The person responsible for conducting a procurement pursuant to this section must conduct negotiations, as appropriate, as to price, delivery and terms and may require the submission of cost or pricing data in connection with the award of a contract which does not require a competitive solicitation.

4.7 Solicitation Procedures and Dollar Thresholds for Public Projects

The City has adopted the California Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq., as may be amended) (the Act or CUPCCAA). All expenditures for public projects by the City must be made in accordance with the Act.

The competitive bidding requirements/thresholds are contained in [§§22030 to 22045](#). The Act applies to routine, reoccurring and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purpose.

CUPCCAA establishes three competitive bidding threshold ranges and requirements, summarized below, that are periodically adjusted ([Public Contract Code §22032](#)). A common requirement associated with each threshold is the establishment and maintenance of a qualified list of contractors according to categories/class of work. Detailed instructions are included in the California Uniform Construction Cost Accounting Commission's policies and procedures manual that can be accessed from the Commission's [homepage](#).

Note: Contracts resulting from the informal and formal bidding requirements established below must be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the contract may be awarded to either bidder.

The person or department initiating the purchase shall make a reasonable and good faith estimate of the anticipated cost of the purchase and then proceed with the appropriate solicitation procedure below. Purchases shall not be split or separated into smaller orders for the purpose of circumventing the required procedures.

1. **No competitive bidding required.** Public projects with an estimated cost of up to **\$60,000**, including any amendment thereto, may be made in two ways:
 - a. **City employees.** Projects within this threshold may be completed by City employees (referred to as "force account").
 - b. **Direct negotiation.** If the project will not be completed by City employees, then staff may directly negotiate a construction agreement with a contractor, in accordance with the best value method explained in this chapter.
 - c. **Contract award.** Contracts for public projects up to \$60,000 can be awarded by the Department Head.
2. **Informal bidding required.** Public projects with an estimated cost that is **greater than \$60,000 and up to \$200,000** may be procured using the informal bidding procedures required by this subsection, or by the formal bidding procedures required by subsection 3 in this section if required by the City Manager or Department Head.

The informal bidding process includes the following requirements and steps:

- a. **Notice inviting bids.** Prepare a notice inviting informal bids that describes 1) what is needed in general terms, 2) how to obtain additional information, 3) the submission deadline, and 4) how to submit a bid.
- b. **Prepare an Informal Invitation for Bids (IIFB).** The IIFB shall be prepared in accordance with requirements established by the Department Head.
- c. **Public posting of notice.** Post the notice inviting informal bids to applicable construction trade journals in accordance with Public Contract Code §§22034 and

22036 no less than 10 calendar days before bids are due. The invitation may also be sent to additional contractors at the discretion of the department/section soliciting bids.

If a list of qualified contractors has been developed for the category of work to be performed, the notice must be sent to the list (see also subsection 4 below).

If a required product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

- d. **Bid responsiveness and evaluation.** Evaluate submitted bids as soon as the bidding period is closed by first determining if the submitted bids are responsive to the solicitation.
 - e. **Contract award.** Contracts resulting from informal bids up to **\$200,000** are awarded by the City Manager to the lowest responsive and responsible bidder.
 - f. **Submitted bids exceed threshold.** In accordance with [Public Contract Code §22034\(d\)](#), if all informal bids received exceed \$200,000, the City Council may, by adoption of a resolution, award a contract up to \$212,500 to the lowest responsible bidder who has submitted a responsive bid, if it determines that the City's cost estimate was reasonable.
3. **Formal bidding required.** Public projects with an estimated cost greater than **\$200,000** must be awarded using a formal competitive bidding process that includes a) a public advertisement for the submission of sealed bid, b) the public opening of timely submitted bids, and c) the award of a contract to the lowest responsible bidder who has submitted a responsive bid.

The formal sealed bidding process includes the following requirements and steps:

- a. **Notice inviting bids.** Prepare a notice inviting bids that states the due date and time by which bids must be received and the place where the sealed bid opening will be conducted.
- b. **Prepare an Invitation for Bids (IFB).** Prepare an Invitation for Bids (IFB) that includes the construction contract, instructions to bidders, and policy and procedural requirements; City provisions governing how the work is to be performed; and approved technical specifications.
- c. **Public noticing.** Publish the notice inviting bids in a local newspaper of general circulation at least 14 calendar days before the bid opening date; or, if there is no newspaper which is circulated within the city, publication shall be by posting the notice in at least three places within the city as have been designated by ordinance or regulation of the city as places for the posting of its notices.
- d. **Electronic distribution of IFB.** Electronically send the IFB to applicable construction trade journals at least 15 calendar days before the bid opening date.
- e. **Public bid opening.** Conduct a public bid open as soon as the bidding period closes in accordance with procedures required by the Department Head.

- f. **Bid responsiveness and evaluation.** Evaluate submitted bids as soon as the bidding period is closed by first determining if the submitted bids are responsive to the solicitation.
 - g. **Contract award.** Construction contracts resulting from formal bidding must be awarded by the City Council to the lowest responsive and responsible bidder.
4. **Contractors list.** The Public Works Director or designee shall develop and maintain a list of qualified contractors, identified according to categories of work, in accordance with the provisions of Public Contract Code Section 22034 and criteria promulgated from time to time by the Commission.
5. **Preparation and adoption of plans.** In accordance with Public Contract Code Section 22039, the City Council has delegated the authority to the Public Works Director or designee to prepare and adopt plans, specifications, and working details for all public projects with an estimated cost greater than \$200,000 (the maximum dollar amount stated in Public Contract Code Section 22032(c), including any amendment thereto).
6. **Bid rejection.** In its discretion, the City may reject any or all bids, and may do any of the following:
 - a. Abandon the project.
 - b. Re-advertise the bid in the manner described in this chapter.
 - c. By a four-fifths vote, the City Council may declare by resolution that the project can be performed more economically by City employees and may have the project done by force account without further complying with this chapter. Prior to rejecting all bids and declaring that the project can be more economically performed by City employees, the City shall furnish a written notice to an apparent low bidder, informing the bidder of the City's intention to reject the bid. Such written notice shall be mailed at least two business days prior to the hearing at which the city intends to reject the bid.
7. **No bids received.** If no bids are received through the formal or informal procedure, the project may be performed by City employees by force account or by a negotiated contract without further complying with this chapter.
8. **Emergencies.**
 - a. In cases of emergency when repair or replacements are necessary, the City Council may, by a four-fifths vote, proceed at once to replace or repair any public facility, take any action required by that emergency, including procure equipment, services, and supplies without giving notice for bids to award contracts pursuant to Public Contract Code section [22050\(a\)\(1\)](#).
 - b. Before taking any action, the City Council shall make a finding that the emergency will not permit delay resulting from a competitive bid process, and the action is necessary to respond to the emergency. Such findings shall be based upon substantial evidence set forth in the minutes of its meeting pursuant to Public Contract Code section [22050\(a\)\(2\)](#).
 - c. If the City Council has ordered any emergency action, it shall review the emergency action at its next regularly scheduled meeting. Until the action is terminated, the City

Council shall determine the need to continue such action by a four-fifths vote at each meeting pursuant to Public Contract Code section [22050\(c\)\(1\)](#).

- d. In case of an emergency, if notice for bids to award contracts will not be given, the City shall comply with all requirements of Public Contract Code section 22050.

9. **Exemptions.** The bidding procedures for public projects required by this chapter shall not apply when an exemption is provided by state or federal law.

10. **Bid protests.**

- a. **Effect of Failure to Protest.** The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.
- b. **Protests of Solicitation Method.** By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.
- c. **Protests of Award.** A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.
- d. **Waiver.** Any person that: (1) did not directly submit a bid or proposal; (2) is not responsible or qualified to receive the contract; (3) failed to submit a responsive bid or proposal; (4) is not in line to receive the contract or is otherwise ineligible to receive the contract; (5) is otherwise not beneficially interested in the award; or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.
- e. **Timing of Protest of Award.** Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:
 - i. If of another bidder, within five calendar days after the bid opening date.
 - ii. If the city makes a recommendation to the city council to award a proposal or other application, then within five calendar days following the issuance of the recommendation and prior to the date of the award.

- iii. If in response to a notice of intent to reject a bid, proposal or other application, then within five calendar days following the issuance of the notice of intent.
- f. City Response. If the protest is timely and complies with the above requirements, the city shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The City will provide a written decision to the protestor in a reasonable amount of time. If the protest is in response to a recommendation of award to the City Council, then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.
- g. Conflicts. The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

4.7.1 Important Considerations for Bidding Construction and Maintenance Work

The following bullets include helpful factors to consider when conducting solicitations for public projects and maintenance work.

- A project that requires engineered plans and technical specifications is *always* considered a public work.
- Operational maintenance required to preserve a public improvement is *generally* not considered a public work.
- Staff must consider and apply the definition of "public project" established in [subsections 22002\(c\) and 22002\(d\)](#) of the Public Contract Code to determine which bidding requirements may apply to a particular *maintenance* project.
- A common requirement for construction and maintenance work is that the contractor comply with prevailing wage and other labor compliance requirements (see Section 5.5, Prevailing Wage and Contractor Registration Requirements).
- CUPCCAA competitive bidding thresholds are considerably higher than the City's bidding thresholds for maintenance work. However, the informal and formal solicitation *procedures* required by CUPCCAA for public projects can be applied to informal and formal solicitations for maintenance work, as required by the City Manager or Department Head.

Chapter 5 – Special Procurement Programs and Considerations

5.1 Overview

This chapter provides information on key City and other governmental programs and requirements that must be considered before making purchases with public funds.

5.2 City-issued Credit Cards

Based on operational need, employees may be assigned a City-issued credit card for the purchase of commonly used *goods and offsite/online services such as subscriptions, training, professional memberships*. *Offsite services such as minor equipment repair that is performed at a business and not on City property* can also be procured with City-issued credit cards in some cases.

Onsite services of any kind that require contractors to perform work on City property cannot be purchased with a City-issued credit card due to the City's insurance and indemnification requirements that cannot be met by credit card issuers.

Issued cards are based on per transaction and monthly limits, and subject to the terms of the [Requirements and Procedures for Use of City Credit Cards Policy](#).

5.3 Environmentally Preferable Purchases

Consistent with relevant state law and [Chapter 8.33](#) of the Municipal Code (Mandatory Organic Waste Disposal Reduction), the City has adopted a [Recovered Organic Waste Product Procurement Policy](#).

The policy requires all City departments and divisions to incorporate environmental considerations including recycled-content and recovered organic waste product use into purchasing practices and procedures.

All vendors providing paper products, printing and writing paper, and organic waste products must comply with relevant state law and City requirements.

5.4 Grant-funded Purchases

When contemplating a purchase of goods and/or services that involves the expenditure of federal or state funds, the procurement must be conducted in accordance with mandatory applicable federal or state regulations. For federal grants, the procurement standards in the Code of Federal Regulations must be followed. The federal procurement standards, along with contract provisions that must be included in City contracts under federal awards, are located on the Shared Drive under Employee Resources – Administrative Policies. The procurement standards and required contract provisions can also be found here: [2 CFR 200.318 to 327](#) and [Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

In addition to the procurement standards, it is important to note that local entities that receive more than \$750,000 in federal funding during a fiscal year must comply with Single Audit requirements. It is imperative that the Administrative Services Director be notified regarding federal funding of any amount.

Helpful hint: Prior to making a purchase using federal funding, the department must compare the City's procurement policies to the federal procurement standards and use the most restrictive of the two. For example, the City's formal bid threshold is \$50,000, but the federal formal bid threshold is \$250,000. In this instance, the City's threshold of \$50,000 must be used.

5.5 Prevailing Wage and Contractor Registration Requirements

The payment of prevailing wage applies to all public works projects over \$1,000 ([Labor Code sections 1720 and 1771](#)), with limited exceptions covered below. Public works contractors, and their subcontractors, are required to register each year with the Department of Industrial Relations (DIR) to help ensure compliance with prevailing wage requirements.

As detailed in this section, specific actions must be taken by City staff to verify that contractors and their subcontractors are registered with the DIR, and that contractors are fulfilling their prevailing wage obligations. The DIR's [Public Works page](#) contains detailed information regarding the payment of prevailing wages and Contractor Registration Program.

The City's responsibilities regarding contractor registration and prevailing wage compliance can be found on the DIR's [Awarding Bodies webpage](#) and are summarized as follows:

- A PWC-100 Form must be submitted to the DIR for maintenance contracts exceeding \$15,000 and construction contracts exceeding \$25,000.
- Submit the PWC-100 Form within **30 days** of contract award, but in no event later than the first day in which a contractor has started work ([Labor Code §1773.3](#)).
- Obtain prevailing wage rates from DIR.
- Notify potential contractors that they must register with DIR and that the project is subject to enforcement by DIR.
- Require proof of public works contractor registration before accepting a bid or awarding a contract. To find actively registered contractor, use the *Public Works Contractor Registration Search* tool on the Awarding Bodies webpage.
- Post or require contractors to post jobsite notices on public works requirements.
- Ensure that public works contractors pay prevailing wages and are in compliance with public works laws.

- Report any suspected public works violations to the Labor Commissioner.

5.6 Other Contractor Requirements

Contractors conducting business on City property must be properly licensed, insured and otherwise comply with all lawful requirements. ***Applicable requirements must be met before any work can commence.*** Consult with a Department Head to determine what requirements may apply to the procurement.

1. **Certificates and licenses.** Depending on the nature of services provided, special certifications or licenses may be required, as determined by a Department Head or designee.
2. **Insurance compliance.** Contractors working on City property must comply with the insurance requirements established in [Chapter 6](#), Procurement Risk Management.
3. **Tax compliance.** Contractors conducting business in the City are required to obtain a business license before they begin work.
4. **Guarantees and warranties.** When working on City property or in rights-of-way, contractors must provide assurances that work will be completed according with specifications and contractual obligations. These requirements may be included in standard bidding documents and contract templates. The most common examples are **bid, payment and/or performance bonds**, as required.

5.7 Specification Development and Product Standardization

5.7.1 Specification Development

Specifications are used define good or services in a competitive solicitation document. Specifications should include a precise description of the physical characteristics, quality, or desired outcomes of a product to be procured, which a supplier must be able to produce or deliver to be considered for contract award. To promote competition, specifications should use plain language, relevant to and understood by the bidding community. Preparing clear, biddable specifications is an essential part of the competitive bidding process.

There are essentially two types of specifications: design and performance. Good specifications typically contain elements of both.

1. **Design specifications.** Design specifications establish the characteristics that a product or service must possess, and may include manufacturing details such as engineered plan, drawings or blueprints.
2. **Performance specifications.** Performance specifications identify the desired outcome or output that a good or service must meet. Performance specifications may utilize functional descriptions of defined tasks or desired results.
 - a. **Functional descriptions or requirements.** Performance specifications may utilize functional descriptions of defined tasks or desired results. Functional requirements are typically associated with RFPs and are used for solutions such as software systems.

- b. Brand name specifications.** In areas where the City has standardized a particular product such as fleet vehicles, staff may use one brand name manufacturer (see 5.7.2, Product Standardization).

Note: Use of brand name specifications can be restrictive, limit competition, and can result in increased cost and risk of protest. Their use must be carefully considered and approved by a Department Head or designee.

Helpful hint: As a best practice, when developing specifications where a brand name is being referenced but the desired product has not been standardized for City use, the brand name reference should be followed by “or City-approved equal.” The product offered can then be evaluated for conformance to the City’s requirements.

In many cases, specifications can be highly complex/technical, requiring subject matter expertise beyond that of City staff. The following steps should be considered when developing specifications.

- 1. Collaboration.** Meeting with stakeholders of a procurement or others at the City with knowledge/experience writing specifications helps to clarify specific needs. Stakeholder review of the draft specifications can also be helpful from a peer review perspective.
- 2. Market research.** Conducting market research will help inform product design/performance criteria and create understanding of market and supply chain trends. Be sure to inform vendors who are contacted during this process that a competitive solicitation will be performed.
- 3. Contact/research other public agencies.** Other public agencies may have conducted a similar procurement and can share valuable information/insight.
- 4. Retain professional assistance.** In some instances, contractors or consultants must be engaged to create complex specifications. However, if an outside consultant or contractor prepares specifications, they are prohibited from submitting a competitive bid or proposal.

Additional information on preparing specifications can be found on NIGP: The Institute for Public Procurement’s [global procurement best practices webpage](#).

5.7.2 Product Standardization

Product standardization is a process whereby a determination is made that a particular brand name product (supplies, materials or equipment) or service must be used throughout the City. Common examples of products local agencies may standardize are fleet vehicles and computer equipment; both can have service components.

Factors and techniques that may be use in determining to standardize on a single brand or trade name can include the following considerations:

- Field testing to determine the product's suitability,
- To achieve interoperability with products currently in use such a computer hardware, software, systems or programs, and
- Demonstration of ongoing cost savings.

Approval required. Product standardization decisions must be approved by the City Manager or designee.

5.8 Surplus Personal Property Disposal

Surplus personal property is defined as equipment, furniture, materials, supplies, vehicles, etc., that no longer have a business purpose but are still usable and have salvage value, as determined by the appropriate approval authority noted below. Surplus personal property does not include real property.

1. **Approval authority and disposition.** The approval authority to dispose of surplus personal property having salvage value is consistent with the first, second and third level designations used to determine the appropriate contract award authority (See [Section 3.6](#), Dollar Thresholds for Award Contracts).

Surplus property with salvage value must be disposed by public auction, by competitive sealed bids, or by exchange or trade-in for new goods. The sale or lease of surplus personal property to a governmental, public, or quasi-public agency may be without advertisement for or receipt of bids.

2. **Property with no salvage value.** Surplus personal property with no salvage value, as determined by the City Manager or designee, must be disposed of in a manner that salvages recyclable components, if practical.
3. **Unclaimed, seized, or abandoned property.** The City Manager or designee is authorized to sell or dispose of all goods in the possession of the Police Department which are unclaimed, seized and/or abandoned and may be legally disposed of by the City.
4. **Records.** Each department shall keep records which indicate surplus personal property disposed of, the method of disposal, and the amounts recovered from its disposal. Such records must be available for public inspection and kept for a period of time in compliance with state law and the City's records retention schedule kept on file in the City Clerk's Office.
5. **Donations.** Provided that advance written approval of the City Manager is obtained and appropriate indemnification from liability has determined by the City Attorney, surplus personal property may be donated in "as-is" condition to governmental, public or quasi-public agencies, charitable or non-profit organizations. Any such donation must be in further of a legitimate public purpose with appropriate findings pursuant to any applicable authority or limitation on the City.
6. **Proceed of sale.** Proceeds from the sale of surplus personal property must be deposited into the appropriate city fund.

Chapter 6 – Procurement Risk Management

6.1 Overview

Every purchase made by staff carries an element of risk that must be mitigated through the use of contract terms and conditions that limit liability exposure, and through insurance requirements that contractors and consultants must meet in order to conduct business with the City.

6.2 Insurance Requirements

Many of the City's purchases require contractors and consultants to carry specific insurance coverage levels and terms. This is especially true for services that require work on City property and in the rights-of-way. Most importantly, contractors and consultants must insure the City through their insurance providers.

Standard insurance coverage includes commercial general liability, auto, worker's compensation, and professional liability. When procuring technology products and services, cyber liability coverage is required.

Prior to conducting a procurement, consult with Risk Management to determine if coverage is required, what types and levels of coverage are required, and whether standard coverage limits can be modified.

6.2.1 Evidence of Insurance Coverage

All contractors and consultants who must meet the City's insurance requirements must provide a Certificate of Insurance that includes all of the following elements:

- **Additional insured.** Insurance certificates must indicate that "The City, its elected and appointed officials, officers, attorneys, agents, employees, and volunteers" are covered as additional insureds for any liability arising from activities performed on behalf of contractors.
- **Additional insured endorsement.** It is essential that insurance certificates include a policy endorsement that extends the contractor's coverage to the City. The endorsement proves that the contractor's insurance company has acknowledged that a contractual relationship exists with the City and has amended the policy to extend coverage to the agency.
- **Coverage limits.** Risk Management, in conjunction with the City Attorney, has established minimum coverage limits that all contractors must meet. The limits may be adjusted upward or downward depending on project scope and potential liability. Standard coverage limits are \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- **Minimum insurer requirements.** The insurers providing coverage to contractors must be authorized to conduct business in California and have minimum ratings comparable to A.M. Best A-/VII.

6.4 Insurance Not Required

Due to the low risk of liability, insurance is typically not required in the following instances:

- **Goods purchases.** Most goods purchases do not require vendors to insure the City, unless there is a service component that requires onsite services such as installation or ongoing maintenance work.
- **Off-site services.** Services that are provided off-site generally do not require insurance coverage. Examples include off-site or online training, repair or other routine services performed at a place of business.
- **Delivery services.** Delivery service companies such as Federal Express and United Parcel Service whose function is to deliver goods purchased from manufacturers or distributors of manufacturer's products do not typically require insurance.
- **Memberships.** Organizations for which the City pays membership fees are not required to meet insurance requirements.

6.5 Limiting City Liability

The City's contractual terms and conditions legally protect and limit the liability of the City in the event of a contractor default, product defects arising within or outside of warranty periods, design defects by consultants that can lead to accidents or injuries, etc. Key examples include:

- Termination provisions for convenience or due to lack of funding.
- Provisions ensuring contractors comply with local, state and federal laws and are appropriately licensed, insured and bonded.
- Indemnification provisions that require contractors to defend the City from claims arising from acts or omissions by the contractor/consultant or those to whom they are legally liable such as subcontractors.

Glossary of Purchasing Terms and Terminology

Additional insured. An essential component of an insurance certificate to establish that the “City, its elected and appointed officials, officers, attorneys, agents, employees and volunteers” are insured for any liability arising from activities performed on behalf of contractors working on City property or providing professional services to the City.

Additional insured endorsement. An essential component of an insurance certificate that signifies the insurer has amended a contractor’s or consultant’s insurance policy to extend coverage to the City.

Agreement. A mutual, written understanding between two or more competent parties, whereby one party agrees to perform as defined in the agreement and the other party agrees to compensation for the performance rendered in accordance with the agreement conditions. Agreement and contract may be used synonymously.

Amendment. An agreed upon written modification to an existing contract.

Appropriation. Authorization by the City Council to spend funds for City operations and infrastructure, or other designated purposes.

Award. The acceptance of a bid or proposal; or the presentation of a purchase order by the award authority or designee to a successful bidder or proposer.

Award authority. The governing body or staff person authorized to approve the purchase of goods and services on behalf of the City; the staff person(s) authorized to approve or execute procurement contracts and otherwise legally bind the City.

Best value procurement. A procurement that is awarded based on factors in addition to price. Best value procurements are mainly conducted through the competitive request for proposals (RFP) and request for qualifications (RFQ) processes.

Bid addendum. A document issued to all known participants (“plan holders”) in a competitive bid or proposal process that makes a change to the solicitation documents/project (i.e., changes to specifications), or process (like a bid due date extension).

Bid bond. A guarantee (cash, cashier’s check or bid bond) required to be submitted with bids or proposals that entitles the City to compensation if the low bidder fails to execute a contract.

Bid opening. The process by which sealed bids are publicly opened at an in-person or virtual location at the time and place specified in the invitation for bids (IFB) in the presence of at least one witness.

Blanket purchase order. A limited-term contract for goods and/or services based on unit pricing, typically for one-year renewable periods. Blanket purchase orders be established with estimated quantities, allowing end users flexibility to order products when needed, or for on-call services.

Competitive solicitation. The process of soliciting and obtaining formal and informal bids or proposals, including price quotations, from competing sources.

Conflict of interest. A conflict of interest in conjunction with a City purchase is a situation where an employee or a member of the employee's family stands to benefit financially from the procurement.

Contract. See Agreement.

Cooperative purchasing. A variety of arrangements where two or more public entities purchase goods and/or services from the same supplier or multiple suppliers using a single competitive bid or proposal; the combining of the requirements of two or more public entities to leverage the benefits of volume purchases, including administrative savings and other demonstrable advantages.

Encumbrance. An accounting entry related to the issuance of Purchase Order that commits an appropriated dollar amount to be spent.

Formal sealed bid. A procurement method for goods and/or services anticipated to be greater than \$50,000 where sealed invitation for bids (IFB) are submitted and publicly opened, with a contract awarded to the lowest responsive and responsible bidder.

Formal sealed proposal. A procurement method for goods and/or services anticipated to be greater than \$50,000 where sealed requests for proposals (RFP) or similar response documents are submitted and reviewed by an evaluation committee based on established criteria outlined in the solicitation document, with a contract awarded to the responsive and responsible proposer whose solution provides the best overall value to the City.

General services. Work performed or services rendered by independent contractors (excluding public works construction contracts) that does not typically require a license, certification or other professional criteria to perform the work. This includes services such as equipment maintenance, janitorial, printing, landscaping, machinery and equipment rental, refuse disposal; and utility.

Goods. Supplies, materials and equipment to be furnished or used by any department of the City, including items purchased by the City and furnished to contractors for use in public works projects.

Informal bid or proposal. Competitive bids or proposals anticipated to be no more than \$50,000 conducted under informal procurement procedures.

Insurance certificate. The document provided by a contractor/consultant's insurer that incorporates key elements and City requirements to show proof of agency insurance coverage by the insurer.

Invitation for bids (IFB). The type of solicitation document typically used in a competitive (formal) sealed bidding process. Components include but may not be limited to a bid invitation, instructions to bidders, bid schedule(s), terms and conditions, and technical specifications.

Lowest responsive and responsible bidder. The bidder to be awarded a contract whose bid fully complies with all material bid requirements, and whose past performance and financial capacity is determined to be acceptable and has offered the lowest price.

Offeror. An offeror is an individual or entity that responds to a bid or proposal or other solicitation with an offer to provide the requested goods and/or services.

Payment bond. A type of surety instrument which guarantees that contractors (or subcontractors) will pay their subcontractors, material suppliers or laborers for work and materials provided.

Qualifications-based selection. A process established by state or federal law that requires the selection of a professional services provider such as an architect, engineer, land surveyor, or construction management firm to be made on the basis of demonstrated competence *before* pricing can be considered.

Performance bond. A type of surety instrument which guarantees that the principal contractor will fulfill their contractual obligations under a project.

Pre-bid/proposal conference. A designated meeting during a solicitation period for contractors to hear about the business opportunity and ask process/technical questions. The pre-bid/proposal conference may be mandatory depending on the nature of a project.

Prevailing wages. The wage rates, including fringe benefits, paid to a majority of workers in a geographic area for the same type of work on similar projects as established by the California Department of Industrial Relations.

Professional services. Services, generally of an intangible nature that typically require a license, certification, and/or other professional criteria to perform the work as defined by the laws of the State of California including, but not limited to, Architect, Engineer, Land Surveyor, Attorney, Public Accountant as well as information technology services such as installation and implementation of information technology projects, software licensing and maintenance, and Software as a Service (SaaS).

Public project. Infrastructure improvement work as defined in [Public Contract Code section 22002](#), as it may be amended from time to time.

Purchase order. A legally binding contract issued by Finance to a vendor which includes the terms and conditions of a transaction and/or to encumber funds related to an agreement.

Purchase requisition. The document required to be submitted through the financial system to complete the procurement process. Purchase requisitions must be properly documented by the requesting department and approved by the appropriate authority.

Request for proposals (RFP). The solicitation document used to solicit proposals for goods and/or services from potential providers.

Request for qualifications (RFQ). The solicitation document used to solicit proposals when qualifications and experience are overriding considerations to price and are commonly used for architectural and engineering services or other highly specialized consultants.

Responsible bidder or proposer. A bidder or proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work.

Responsive bidder or proposer. A bidder or proposer whose submitted bid/proposal is in compliance with the instructions and requirements established by the City and set forth in the City's solicitation documents.

Services. Either general services or professional services.

Single source purchase. A situation where a good or services is available from more than one source, but a compelling justification can be made to source the purchase to one particular vendor based on cost, best value, bid impracticality, etc.

Sole source purchase. A situation where a good or service can only be obtained from one source due to its proprietary or specialized nature, or a situation where product/service compatibility is an overriding consideration to price.

Specifications. Any description of the physical or functional characteristics or of the nature of a supply or service. It may include a description of any requirement for inspecting, testing, or preparing a supply or service for delivery. There are two types of specifications: design and performance. Specifications developed for solution-based procurements may be referred to as “requirements,” and specifications associated with services may be referred to as a “scope of work” (however, a scope of work is often included in solicitation documents in addition to specifications or requirements).

Surplus personal property. Equipment, furniture, materials, supplies, vehicles, etc., that no longer have a business purpose but are usable or otherwise have salvage value. Surplus personal property does not include real property.

Attachments

Attachment A: Delegation of Contract Award Authority

Date

TO: Administrative Services Director

FROM: City Manager

CC: City Attorney
Public Works Director
City Clerk

SUBJECT: Delegation of Contract Award Authority

Effective immediately and continuing until further notice, I hereby delegate the following authorities to **insert staff member(s)** as defined in [Chapter 3.08](#) of the Municipal Code:

Ordinance Citation	Description of Delegated Authority
3.08.060	The authority to award and sign first level contracts for the purchase of goods and services up to \$50,000 in any one transaction.
3.08.060	The authority to award and sign first level contracts for public works construction contracts up to \$60,000 in any one transaction.
3.08.070	The authority to exempt goods and services purchases up to \$50,000 from competitive solicitation procedures.
3.08.120	The authority to dispose of surplus personal property with an estimated value of up to \$50,000.

This delegation is made with the following provisions:

1. All actions taken under the authority delegated above must be in full compliance with the requirements of the Municipal Code.
2. All actions taken under the authority delegated above must be fully documented; and such written documentation must be retained in the procurement records and available for public inspection.

City Manager

Attachment B: Competitive Bid/Proposal Exemption Request Form

COMPETITIVE BID/PROPOSAL EXEMPTION REQUEST (Purchases Greater than \$5,000)

Purchase Requisition No. _____

Please indicate your requested exemption(s) to the City's competitive bidding requirements, and provide brief written explanation in the space below:

- ☐ Professional or specialized services
- ☐ Emergency procurement, as defined in municipal code section 3.08.070
- ☐ Situations where solicitations of bids or proposals would for any reason be impractical, unavailing or impossible
- ☐ Procurements funded by grants, donations or gifts when the special conditions attached to the grants, donations or gifts require the procurement of particular goods and/or services
- ☐ Goods and/or services obtained from or through agreement with any governmental, public or quasi-public entity
- ☐ Works of art, entertainment or performance
- ☐ Goods procured for resale to the public
- ☐ Sole source for goods or services where the City's requirements can only be met by a single patented, copyrighted, or proprietary article or process available from a single source. (Examples of acceptable sole source purchases are equipment for which there is no comparable competitive product, a component or replacement part for which there is no commercially available substitute and which can only be obtained from the manufacturer, or an item where compatibility with items in use by the City is *the* overriding consideration.)
- ☐ Other

Justification for requesting an exemption (must accompany your request):

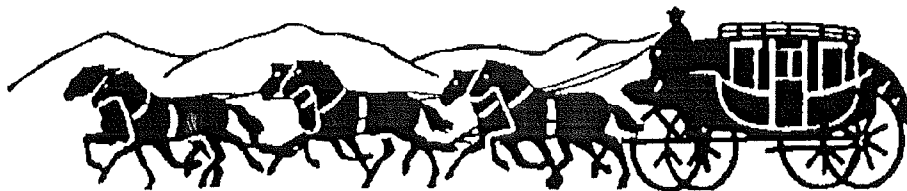
Requestor:

Department Director Approval:

Date Requested:

Date Approved:

CITY OF ARROYO GRANDE



PURCHASING POLICIES & PROCEDURES MANUAL

Issued by Financial Services

February 2000

INTRODUCTION

This Purchasing Manual has been prepared to translate purchasing information from the Municipal Code into everyday practices and procedures.

The establishment of a formal purchasing system provides guidelines for City staff in the purchase of goods and services at competitive prices. The basic purchasing policy is to obtain quality supplies, services, vehicles, and equipment required for proper operation of the City of Arroyo Grande, at the lowest price. It is recognized that the lowest price is not the sole factor in evaluating the cost of purchases. Service, quality, timeliness, and price are all a factor of a satisfactory purchase.

The information in this document is presented to ensure that purchases made by City staff comply with State, as well as City, purchasing requirements. This manual does not contain or repeat State requirements, nor is it intended to conflict with or supersede State requirements. In the event of any conflict between the provision of this manual and State law or City ordinance/resolution, the more stringent requirement shall prevail.

Because circumstances change, more effective and efficient ways are discovered to accomplish tasks and achieve goals, the information in this document may change. Establishing and documenting policies and procedures is a dynamic process. Changes to City policy, updates, and revisions will be issued from time to time. This document has been developed to readily accommodate additions and deletions.

This manual is divided into two sections. The first section describes purchasing policies and procedures while the second section contains applicable exhibits. The purchasing section from the Municipal Code, an index by subject, and examples of City forms are contained in Section 2.

TABLE OF CONTENTS

Introduction	1
Legal Basis	3
General Policies	5
Purchasing & Bidding Flow Chart	9
Profession Services Flow Chart.....	10
Purchasing Authority and Responsibilities	11
Purchase and Payment Authority Table.....	13
Purchase of Goods and Services.....	15
Request for Proposals.....	17
Formal Bid Process	23
Competitive Bid Process for Public Projects	25
Contract Management	32
Other Purchasing Issues and Policies	35
Requests For Payment.....	37
Appendix	
Proposed Ordinance-Purchasing Procedures	39
Proposed Chapter 4 of the Arroyo Grande Municipal Code	43
Proposed Levels of Authority Resolution.....	47
Resolution 3356-Adopt Uniform Public Works Construction Cost Accounting.....	51
Ordinance 503 C.S.-Uniform Public Construction Cost Accounting Procedures	53
Sample Purchase Order	57
Sample Telephone Bid Form (Quotation Evaluation Summary).....	59
Sample Signature Form	61
Sample "I Form"	63
Sample Contract Payment Form	65
Sample Travel Authorization and Payment Form.....	67
Index.....	69

LEGAL BASIS

On August 12, 1997 the Arroyo Grande City Council adopted Ordinance 488 C.S. which replaced Chapter 4 of Title 2 of the City Municipal Code with revised purchasing guidelines.

The new Chapter 4 of Title 2 implemented major changes to the City's purchasing policies. Purchasing limits, definitions, and guidelines for evaluating bids were incorporated in the new Chapter 4. This replaced outdated dollar limits, ambiguous purchasing policies and procedures, and outdated language. With the adoption of this manual and the accompanying ordinance, Title 2 of Chapter 4 will be changed once again.

The following is a general description of this ordinance (with proposed changes) and other City purchasing ordinances and resolutions currently in place:

Proposed Ordinance No.	C.S.
-------------------------------	-------------

The revised Chapter 4 of Title 2 of the City Municipal Code contains the following six sections.

Section 2-4.01: This section deals with Requisitions, the form, the authorization, and petty cash purchases.

Section 2-4.02: The purchasing process and the procedure for purchasing items under Four Levels of expenditures are defined. The dollar value of the four levels is established by resolution of the City Council (shown in parenthesis). At the First Level bids of any nature are not required (under \$1,500). Second Level expenditures require three informal bids and/or City Manager (Under \$5,000). Third Level expenditures require three written competitive bids (Under \$10,000). Fourth Level expenditures (Over \$10,000) must be approved by the City Council and conform to formal bid procedures. All public projects are to be made in compliance with State laws. This section also defines open purchase orders and guidelines for evaluating bids.

Sections 2-4.03: Requires City Manager written approval for a purchase order with a value greater than the Third Level (Over \$5,000, under \$10,000).

Sections 2-4.04: City Council approval is required for all purchase orders of the Fourth Level (\$10,000).

Section 2-4.05: City Council approval is required for all professional services contracts over \$25,000. Budgeted Professional Services Contracts of less than \$25,000 may be approved by the City Manager.

Section 2-4.06: Those occasions when the procedures of this ordinance may be dispensed with is defined. Emergencies, sole source vendors, cooperative purchases with another government agencies, and for the preservation or protection of the public are examples of those unusual circumstances.

LEGAL BASIS (continued)

Resolution 3356 - Adoption of Uniform Public Works Construction Cost Account Act (UPCCAA)

Under the State of California Public Contract Code, all governmental jurisdictions are limited to the dollar amount of public project work that can be performed using internal resources. Cities are also required to follow various bidding procedures in undertaking public projects. In 1983 the State of California provided alternative bidding procedures for public agencies undertaking public project work, provided the agency subscribed to uniform construction cost accounting policies and procedures. The City elects, through Resolution 3356, to become subject to the Uniform Public Construction Cost Account procedures.

Ordinance No. 503 C.S.

This ordinance replaces Section 2-4.02(c) of Chapter 4 of Title 2 of the Arroyo Grande Municipal Code. The ordinance establishes the following guidelines.

- (1) Public projects of \$25,000 or less may be performed by City employees or by negotiated contract or purchase order approved by the City Manager.
- (2) Public projects of \$75,000 or less may be let to contract by informal procedures.
- (3) Public projects of more than \$75,000 require formal bidding procedures.

GENERAL POLICIES

GENERAL:

The basic purchasing policy of the City of Arroyo Grande is to obtain supplies, services, vehicles, and equipment needed for the proper operation of its various departments/divisions at the lowest possible cost. This will be accomplished through the use of quotes and competitive bidding whenever possible (or required). The purchasing functions are decentralized, with each department/division responsible for compliance with City policies and procedures. The following summary of policies and procedures are defined in detail in this document and in the City's Administrative Policies and Procedures.

- No purchase will be approved or undertaken unless an appropriation has been established, through either the adopted annual budget or City Council approval of additional appropriations.
- All purchases shall be of the quality deemed necessary to suit the intended purpose, suitable, and beneficial to the City, and in the City's best interest.
- The dollar limits for purchases and bids are established by ordinance or resolution. Purchases shall not be split to avoid the required procedures or certain dollar limits.
- Competitive quotations will be sought based on established dollar limits.
- Approval of purchases of supplies and equipment are made according to the following schedule:

\$0 - \$1,500	Departmental authority with no written bid required.
\$1,501 - \$5,000	Department Director approval is required along with written documentation of an informal competitive evaluation and selection process (at a minimum completion of telephone bid form).
\$5,001 - \$10,000	City Manager approval required with written documentation of a competitive evaluation and selection process.
\$10,001 +	Formal bid process required, i.e. City Council approval for public bid, which includes written specifications, public advertisement, sealed bids, and public bid opening by Deputy City Clerk/Administrative Services Director.

GENERAL POLICIES (continued)

- The City Manager may approve Professional Service contracts of less than \$25,000 when the appropriation for the contract is included in the original approved budget. However, when ever possible, Request for Proposal (RFP) or Request for Qualifications (RFQ) will be issued as a form of solicitation.
- Public works construction projects are subject to the dollar limits of the Uniform Public Construction Cost Accounting Act (UPCCA). Where differences exist between City policy and the Act, the more stringent requirements shall prevail. The following are the minimum bid standards required by UPCCAA.

\$0-\$25,000	Projects may be performed by City employees by force account, by negotiated contract, or by purchase order. Formal bids, either oral or written, are not required; however, City procedures require written documentation of a competitive evaluation for services and supplies over \$1,500.
\$25,001-\$75,000	Informal bid procedures, either oral or written, are required.
\$75,001 +	Written specifications, public advertisement, sealed bids, and official bid opening are required.

- Where possible, the City will consider the use of cooperative purchasing or blanket contracts for goods and services, as such contract may provide savings.
- A 5% local preference is given to community vendors when all factors are equal except price. Application of the five percent (5%) shall mean that the local vendor bid shall be deemed (but not actually) reduced by 5% for purposes of the selection process only.
- Receipt of goods or services will be verified and approved by the appropriate official prior to payment of invoices.
- The emergency purchase of goods is authorized under certain conditions.

These purchasing principles will allow the City to spend tax money and public funds in the most prudent fashion. With a formal system of buying goods and services, including a purchase order system, the City clearly specifies what it buys, avoids disputes with vendors, provides a full audit trail of purchases, allows level competition to set prices, controls spending within budget limits, creates a positive tone for relationships with vendors, sets a professional standard of organizational behavior, limits the possibility of waste, creates an organized system of checks and balances, enhances public trust, and give the City the opportunity to save money.

GENERAL POLICIES (continued)

BUDGET:

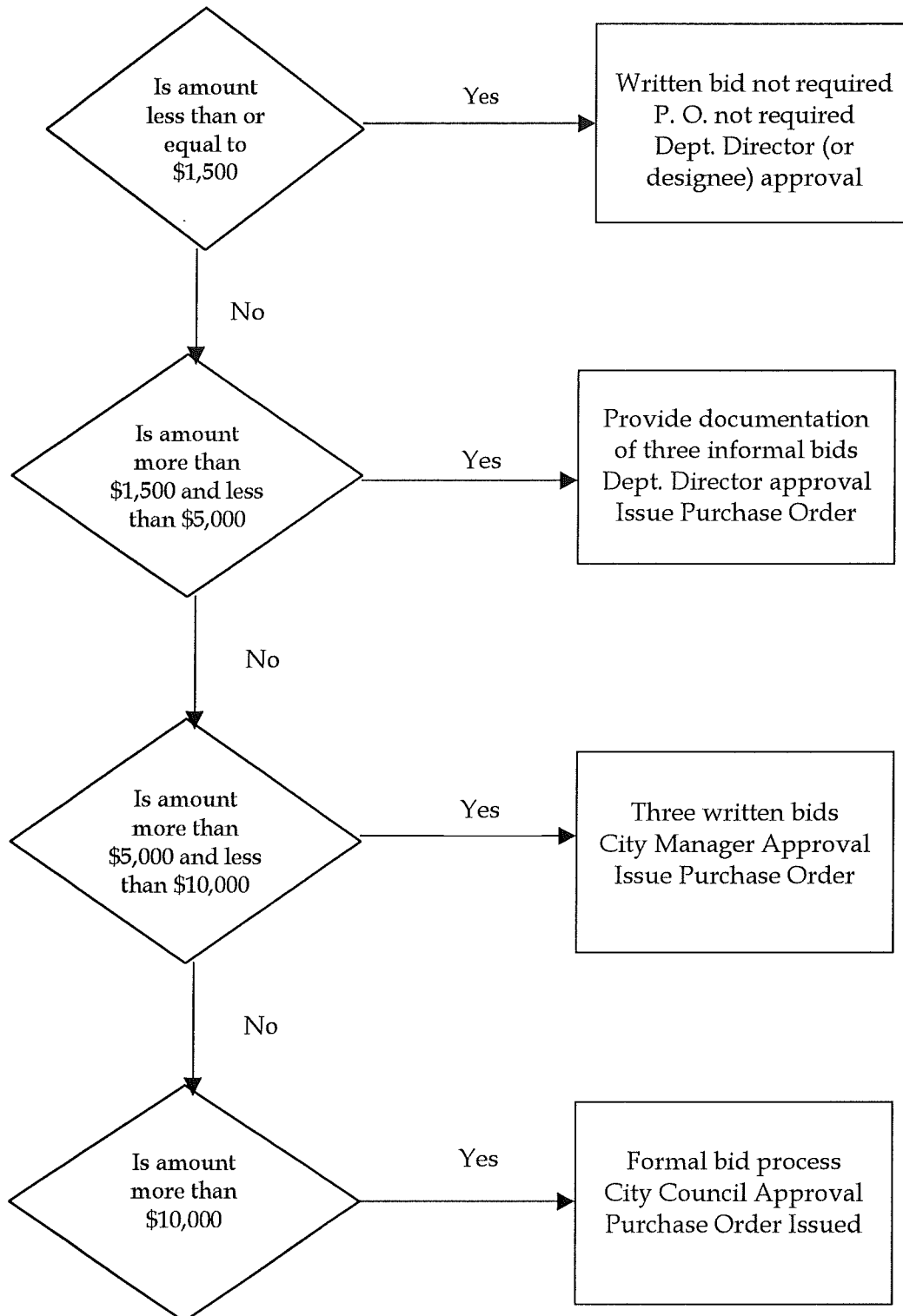
The annual budget is an essential element of the financial planning, control, and evaluation process of the City. This annual budget is reviewed each fiscal year by the City Council and is designed as the financial blueprint for the City. Upon adoptions, this document serves as the financial operating plan for the City.

Upon adoption, the appropriations and estimated revenue amounts are entered into the City's financial system. Monthly reports are issued on the fifteenth (15th) of each month, for the financial transactions of the previous month. These monthly reports are provided to each department/division to allow the tracking of expenditure activity and revenue earnings. It is the responsibility of the department/division to maintain budget control of their individual budgets. Ultimate responsibility for the individual budget rests with the Department Director.

Grant Funding:

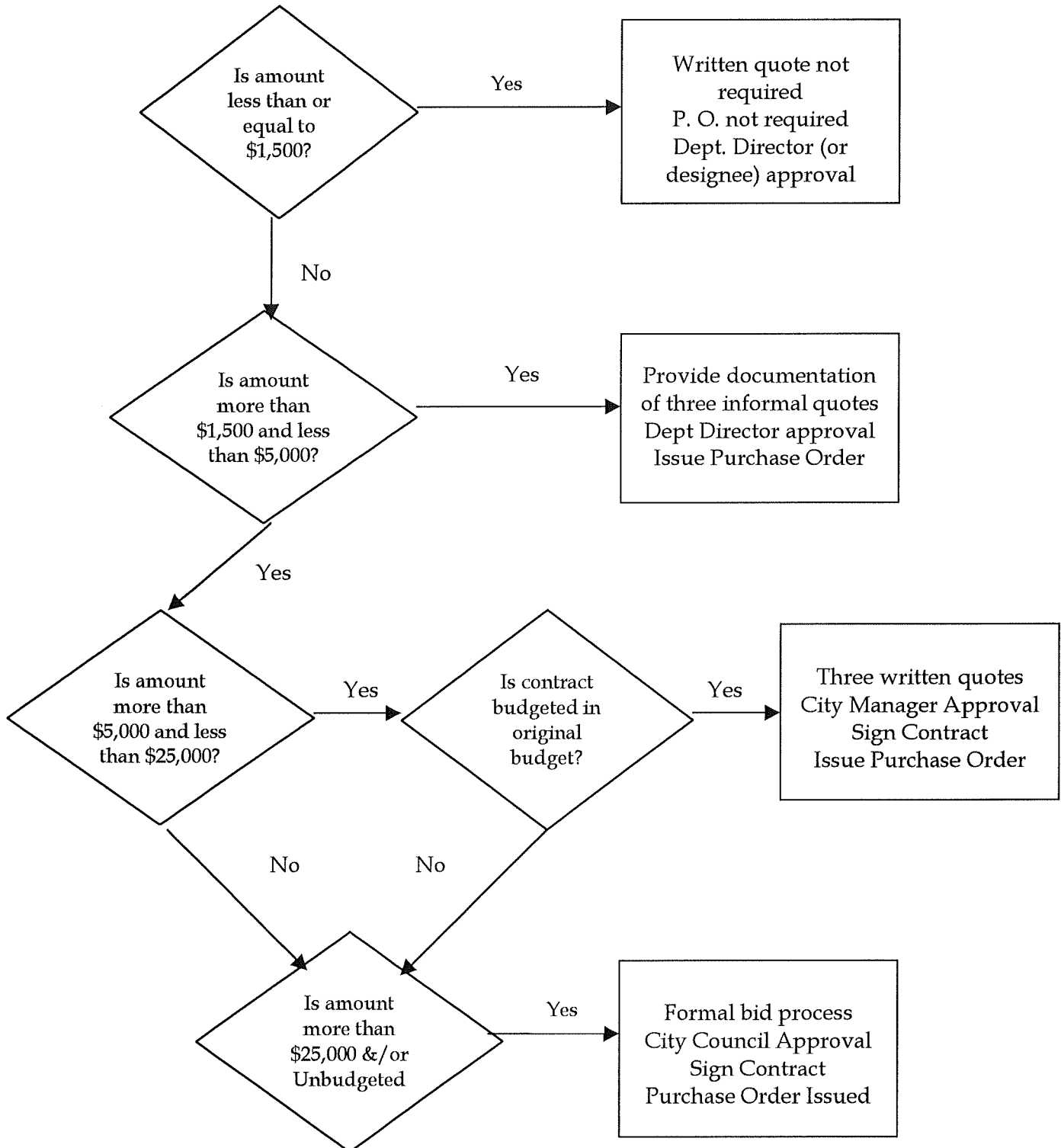
Federal, State, or grant programs may require special conditions that are more stringent than City procedures. It is the responsibility of the department accepting the grant to ensure that all grant provisions are complied with.

SUPPLIES AND SERVICES
**PURCHASING, BIDDING, PAYMENT AUTHORIZATION,
& PURCHASE ORDER FLOW CHART**



PROFESSIONAL SERVICES

PAYMENT AUTHORIZATION, & PURCHASE ORDER FLOW CHART



PURCHASING AUTHORITY AND RESPONSIBILITIES

PURCHASING AUTHORITY:

There are three levels of authority for normal purchases: Department/Division Award, City Manager Award, and City Council Award. Generally, authority is established by the dollar amount of the purchase.

Except as permitted by the exceptions listed in this manual, a formal purchase order, approved by the Department Director is required for all purchases where any single items exceeds \$1,500.

For purchases exceeding \$1,500, but where no single item exceeds \$1,500, a formal purchase order is not required. However, purchase orders may be issued, regardless of amount, when required by the vendor, or when the complexity of the contract demands a formal document for clarity.

DEPARTMENT AUTHORITY/RESPONSIBILITY:

The department/division manager may authorize the purchase of supplies, equipment, or services as needed for purchases up to \$5,000. When an individual item exceeds \$1,500, product requirements will be defined, documentation of the three quotes received, and a purchase order obtained before the item is acquired.

For purchases over \$5,000 and under \$10,000, the department/division will provide detailed specifications to vendors and receive in return three quotes for the supplies or services. The City Manager's approval is required, along with copies of the written documentation before the bid may be accepted and a purchase order issued.

It is the responsibility of the acquiring department/division to:

- Prepare standards and specifications.
- Maintain lists of supplies and services vendors.
- Make purchases in accordance with established policies and procedures.
- Verify that an appropriation is available for the purchase.
- Anticipate the department/divisions' needs well in advance, in order to minimize the need for emergency purchases.
- Review goods and services received to ensure conformity with purchase order or contract.
- When a cost discrepancies or goods/services dissatisfaction arises, notify the Financial Services Department. No bill should be processed for payment when the goods or serves are unsatisfactory, or there is a price discrepancy between the originally quoted price and the bill received.

PURCHASING AUTHORITY AND RESPONSIBILITY (continued)

PROHIBITED PRACTICES:

- ◆ No City employee shall have a direct or indirect financial interest in any contract or purchase of goods or services entered into by the City, or shall derive any personal benefit from the City's purchase of goods or services.
- ◆ No City employee shall use the City's purchasing procedures to obtain property for personal use, by misrepresenting to vendors, for the purpose of obtaining price discounts, that the personal purchases are for the City.
- ◆ No City employee shall draft or cause to be drafted any specifications for bids in such a way as to intentionally limit the bidding directly or indirectly to any one bidder, except for the sole source procurement.

HAZARDOUS MATERIALS:

Purchase orders for chemicals, solvents, cleaners, or other products that may contain any kinds of hazardous material shall include a requirement that the vendor furnish a Material Safety Data Sheet (MSDS) with the shipment.

RECYCLING:

It is the policy of the City to conserve and protect its natural resources. The maintenance of a quality environment for citizens of the City is an ongoing objective. In light of these statements, it is the policy of the City to encourage the use of recycled goods whenever possible.

AUTHORIZATION SIGNATURE LIST:

The Authorized Signature List certifies those departmental personnel who are authorized to sign departmental purchase orders, receiving reports, invoices, and requests for payment. The list is maintained within the Financial Services Department. The following items relate to this list.

- One copy of the list should be retained by Financial Services and one copy by the issuing department.
- The list shall be reviewed semi-annually by the department with any changes promptly submitted to Financial Services.
- Whenever any changes are made to the list, the signature of the Department Director is required.

PURCHASING AUTHORITY TABLE

Category	Authority Limits for Purchases/Payments		Bid Requirements
Equipment/Supplies/Trade Services	\$0-\$1,500	Department Director or designee	No bid requirements
	\$1,501-\$5,000	Department Director	Document 3 vendor quotes (verbal/phone)
	\$5,001-\$10,000	Department Director with solicited bids from 3 vendors	Informal bid process City Manager approval required
	\$10,001 +	City Council Approval Public bid process	Written specifications, public advertisement, sealed bids, office opening
Professional Services			
Request for Proposal	\$0-\$1,500	Department Director	No written quote required
Request for Qualifications	\$1,501 - \$5,000	Department Director	Informal quotes
	\$5,001 - \$25,000	City Manager approval if included in adopted budget	Written quotes required
	\$25,000 +	City Council Approval	RFP, written bids, etc.
Public Projects	\$0-\$25,000		City Council approve-work may be performed by City employees, or negotiated contract
	\$25,001-\$75,000		City Council approve-informal bids required
	\$75,001 +		City Council approve-formal bud process to award contract

PURCHASES OF GOODS AND SERVICES

PURCHASES OVER THE \$1,500 LIMIT:

Simply stated, a Purchase Order is required when someone wants to buy goods or services that cost more than \$1,500. There are some *exceptions* to this basic rule, each of which is discussed, in greater detail in the following sections.

- If formal bidding is required, the Purchase Order is prepared after a contract has been executed.
- If, due to the nature of the service, no bidding is required, the Purchase Order is prepared after the contract has been executed.

At the time of this writing, manual purchase orders are being issued by Financial Services upon request. However, the City is working toward implementing the Eden Purchase Order System that will allow departmental input of purchase order information. It is expected that after departmental input, Financial Services will approve, print purchase orders, and distribute to the originating department on a weekly basis. The returned purchase orders are to be reviewed for accuracy and completeness before copies are distributed to the following:

- Forward the white (Vendor) copy to the vendor.
- Forward the yellow (Financial Services) copy along with supporting documentation to Accounts Payable.
- Retain the pink (Department) copy in the ordering department.

BIDDING REQUIREMENTS:

Trade services, equipment and supply purchases have the same bidding requirements and levels of approval. Trade services include those activities that do not require a high degree of profession certification, such as gardeners, painters, and printers. When bidding for trade services, equipment, and supplies, the contract is awarded to the lowest bidder. Purchases of technology equipment or supplies, such as computer equipment (hardware and software), must meet standards and receive approval of the Computer Technology Committee.

Requirements (to be documented on the bid sheet)

- Less than \$1,500 No bid required (and no Purchase Order).
- \$1,501 to \$5,000 Three (3) documented quotes (verbal/phone acceptable)
- \$5,001 to \$10,000 Three (3) written quotations.
- Above \$10,000 Formal bid process (detail later in this section).

PURCHASE OF GOODS AND SERVICES (continued)

BIDDING EXCEPTIONS:

A bid is not required if one of the following conditions is met.

1. The merchandise or service is unique because of its quality, durability, availability, or fitness for a particular use.
2. The merchandise or service is available from only one source.
3. A State or local emergency has been declared and the City Manager determines that critical circumstances require the immediate purchase of the merchandise or service.
4. The merchandise or service is provided by an independent contractor that has contracted with the City to provide labor and materials for other than a Public Works project. An example is an office supply contract that is in place for one year with purchases of supplies made periodically based on the contract.
5. The service is to be performed by a professional (discussed below).

PROFESSIONAL SERVICES:

Professional services are those activities performed by a consultant who possesses a high degree of expertise in a particular profession, such as an Attorney, Certified Public Accountant, Engineer, and Architect. There is no bidding requirement for this type of service, since the agent is being hired based on his/her qualifications, not lowest bid. Any professional service agreement must have sufficient background analysis to support the contract. A purchase order is to be issued after the contract is signed to facilitate budgetary control. Each agreement must be properly executed and held on file with the Administrative Services Department.

The City Manager may approve up to \$25,000 of professional services if funds were allocated for such a contract in the original adopted budget. City Council approval is required for unbudgeted (and thus unexpected) professional service contract and contracts with a value of more than \$25,000.

Requirements (to be documented on the bid sheet)

- | | |
|----------------------------|------------------------------|
| • \$1,500 through \$5,000 | Telephone/Verbal quotations. |
| • \$5,001 through \$25,000 | Written quotations. |
| • Above \$25,000 | Formal bid (RFP) process |

Verbal quotations, usually obtained by telephone call, are to be described on the Informal Bid Form. It is important that the specifications are accurate and comprehensive. Thus it may be beneficial to transmit the specifications by fax or mail even when the quotation is received verbally.

Written quotations are attached to the Informal Bid Form. Again, it is important that the specifications are accurate and comprehensive.

Professional Services of \$25,001, or more, must follow the Formal Bid Process discussed beginning on Page 23.

REQUEST FOR PROPOSAL/QUALIFICATIONS

A Request for Proposal (RFP) or a Request for Qualifications (RFQ) is a form of solicitation for a proposal requiring some professional, unique, or technical service or product. The RFP or RFQ may be used as a basis for purchasing or entering into a contract when specifications and price will not necessarily be the predominant award criteria.

The RFP and/or RFQ may be used to contract for professional services or advice in financial, economic, accounting, legal, engineering, architectural, environmental, land surveying, technical, or administrative matters, and for the acquisition of unique products or equipment in some or all of the following circumstances:

1. The evaluation factors involve technical or professional ability
2. The evaluation involves artistic and/or aesthetic value
3. The price or cost is secondary consideration
4. The advantages of a particular vendor outweigh any price differential

DEVELOPING THE RFP OR RFQ

Because RFP's and RFQ's ask for a subjective product, they should contain the greatest detail possible, including (but not limited to) the following:

- A precise description of the problem or objective
- The services to be performed
- The product to be provided
- The anticipated time schedule for;
 - Submittal of RFP/RFQ (date and time)
 - Any pre-proposal conference (date, time, and location)
 - Review and evaluation of the proposals
 - Award of the contract
 - Commencement of work on the project
 - Completion date
- Expectations or limitations on the part of the City, i.e.
 - The format, form, and quantity of any expected reports
 - The extent/nature of assistance/cooperation available from the City
- Expected content of the RFP/RFQ, including;
 - The overall description of techniques to be used
 - Listing of similar services provided to other clients
 - Listing of available reference to contact
 - Description and qualifications of assigned lead and supporting personnel
 - Time and staff expected to be expended
 - Facilities and equipment to be used

REQUEST FOR PROPOSALS/QUALIFICATIONS (continued)

- Expected content of the RFP/RFQ, including (continued);
 - Portion of contract to be performed by sub-contractors
 - Subcontractor/Subconsultants qualifications
 - Cost, in summary and total, and desired method of payment.
- Contractual requirements including, but not limited to:
 - Prohibition against assignment
 - Indemnification
 - Insurance requirements
 - Bonding requirements
 - Warranties
 - Compliance with federal, state, and City laws, rules, and regulations
 - Compliance with any grant related regulations
 - Sample contract

RFP/RFQ PROCEDURES

The RFP/RFQ for services may, but are not required to, state the amount budgeted for the service. Because unique services are requested, cost is not considered the primary selection criteria.

Construction project management service RFP's shall require evidence be provided of experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

To ensure maximum exposure and competition, the responsible department shall prepare a list of potential firms to receive the RFP/RFQ. City staff shall make reasonable efforts to ensure that small business firms, located in San Luis Obispo County, are aware of the RFP/RFQ's issued.

If required or desired, the responsible department will submit the RFP/RFQ notice to be advertised in a local newspaper of general circulation. The notice will be published one or more times beginning at least thirty calendar days prior to the designated closing. Additional advertisements may be placed in a regional newspaper of general circulation; appropriate professional or trade journals; and state or governmental publications designed for public notice.

The requesting department shall prepare sufficient copies of the RFP/RFQ to allow distribution to potential respondents of record and responses to the published advertisements. In addition, a list should be maintained of RFP/RFQ's issued and responses.

REQUEST FOR PROPOSALS/QUALIFICATIONS (continued)

RECEIPT OF PROPOSALS:

Proposals received by 5:00 p.m. of the designated closing day will be opened on the following workday for preliminary review.

No information can be distributed to any potential respondents until all responses have been reviewed completely and the contract awarded.

A reasonable length of time between solicitation and closing dates must be allowed to provide potential respondents time for preparation in accordance with the complexity, the size of the project, and the scope of advertising.

Respondents may modify or withdraw their proposals prior to the established closing date and time, without penalty. However, any modifications submitted after the established closing date and time will not be accepted. Such modifications will be returned to the respondent, unopened.

City staff may conduct conferences to explain the requirements of the project. A sufficient amount of time should be allowed after the RFP/RFQ has been issued to allow potential respondents to become familiar with the project. Any clarification or changes required to the RFP/RFQ, as a result of the conference, shall be added as a written amendment. A summary of the conference shall be provided to all prospective respondents receiving the request.

AMENDMENTS TO THE RFP/RFQ:

Amendments to the RFP/RFQ shall be identified as such and shall require acknowledgment as such by firms receiving the RFP/RFQ. Amendments shall be sent to all known recipients of the RFP/RFQ within a reasonable time period before the closing date. If the time and date established for the receipt of proposals does not allow sufficient time for consideration and changes, the time and date will be modified by amendment.

Amendments should be used to make any changes in quantities, descriptions, schedules, or to correct defects or ambiguities in the original RFP/RFQ. Amendments are provided to ensure that all potential respondents are furnished with the same information with which to prepare proposals.

PROPOSAL OPENING:

Proposals shall be received in the Administrative Services Director/Deputy City Clerk's office, shall be time-stamped upon receipt, and shall be retained in a secure place until the established closing date and time.

REQUEST FOR PROPOSALS/QUALIFICATIONS (continued)

To avoid disclosure of the contents of competing RFPs/RFQs, proposals will be opened in the presence of the Administrative Services Director/Deputy City Clerk and the department director, or his/her designee, requesting the proposals. The contents of the RFPs/RFQs will not be made available for public inspection until after an award is made, or all proposals are rejected.

The project manager (or Department Director) shall maintain a register of proposals received, including name and address of respondent, the number of modifications received, if any, and any additional information requested. The register will be open to inspection after the award of the contract or the rejection of all proposals.

Proposals and modifications shall be shown only to the evaluation committee personnel (or the Administrative Services Director/Deputy City Clerk and the department director requesting the proposals) until the contract is awarded or all proposals have been rejected.

EVALUATION FACTORS AND METHOD:

The RFP/RFQ shall state the evaluation factors and the relative importance of each. Evaluation factors may include:

General quality and responsiveness of the proposal, including but not limited to;

1. Responsiveness to the terms, conditions, and items of performance;
2. Completeness and thoroughness of the proposal;
3. Grasp of the problem, work to be performed, and approach to be used.

Organization and personnel making the proposal;

1. Evidence of a good organizational and management practices.
2. Qualification of the personnel.
3. The firm's experience and past performance.
4. The financial condition of the firm.

If appropriate, the price, in any of the following formats, may be considered.

1. Total price and price breakdown.
2. Price range.
3. Cost schedule.

Factors not specified in the RFP/RFQ may not be considered in the evaluation.

The most commonly accepted evaluation method is as follows:

- Review proposals to determine those meeting minimum RFP/RFQ requirements.
- Score proposals using the factors specified in the RFP/RFQ.

REQUEST FOR PROPOSALS/QUALIFICATIONS (continued)

- Prepare a listing, by ranking, of the proposals.
- Meet with the firm preparing the highest rank proposal to ensure that the City and the firm have a clear understanding of the contract provisions.
- Reach agreement on a fair and reasonable price (if not stated in the RFP/RFQ).
- If agreement is not reached, terminate negotiations in writing, and begin process with second ranked proposal.

The RFP/RFQ procedures do not require that a contract be awarded after the proposals have been evaluated. All proposals may be rejected.

AWARD OF CONTRACT:

Department Directors are authorized to contract for up to \$5,000. The City Manager is authorized to approve professional service contracts up to \$25,000 if the contract cost was budgeted in the original approved budget. All contracts with a value of more than \$25,000 must be approved by the City Council.

All professional services shall be by written contract in a form approved by the City Attorney.

FORMAL BID PROCESS FOR MERCHANDISE OR SERVICES

The responsibility for completion of the formal bid process are shared by the department wishing to purchase merchandise or services ("Initiating Department") and the Administrative Services Director/Deputy City Clerk.

INITIATING DEPARTMENT RESPONSIBILITIES:

- Prepare a notice inviting sealed bids that includes the following:
 1. A general description of the item to be purchased.
 2. A statement indicating where bid forms and specifications can be obtained.
 3. A statement specifying the time and place for the opening of the bids.
 4. A statement describing the bid security required, such as a bid bond equal to 10% of the amount of the bid.
 5. Statement describing performances bond requirements if the vendor is selected.

Sample Bid Public Notice:

The City of Arroyo Grande, California invites bids for the supply of (name of bid item). Bid specifications are available from the (Department) at City Hall, 214 E. Branch Street, Arroyo Grande, CA 93420, (805) 473-XXXX. Sealed bids will be received until XXp.m. (date), 2000, at which time bids will be opened in the City Hall Council Chambers. The City reserves the right to reject any and all bids if deemed in the best interests of the City.

- Prepare a bid form including detail specifications for the item to be purchased. The following format is suggested for both competitive bids and Request for Proposals:
 1. Background - Provide as much background as necessary to give the bidder an understanding of the environment in which the job will be performed and to which the job relates.
 2. Scope of work - Describe in detail the requirement for the job and detail specification.
 3. Desired project schedule - Be as specific as possible.
 4. Minimum and desirable qualifications - Be as specific as possible.
 5. Submission of bids (or proposals) - Include date, time, location. Include a detail list of the information the bid or proposal should contain.
 6. Questions - List the name, address, and telephone number of the person to be contacted concerning questions about the project.
- Send a notice to all applicable vendors.

FORMAL BID PROCESS (continued)

INITIATING DEPARTMENT RESPONSIBILITIES (continued)

- Send the notice to the Administrative Services Director/Deputy City Clerk for publication.
- Review qualifications and references of successful bidder(s).
- Negotiate contract with vendor selected.
- Prepare Staff Report for presentation to City Council.
- If approved by City Council, obtain certificates of insurance and performance bonds from the vendor.
- Forwards all appropriate documents and two original contracts, signed by the vendor, to the Administrative Services Director/Deputy City Clerk.
- After the Administrative Services Director/Deputy City Clerk has executed the contract, enter purchase order data into computer system to record encumbrance.
- Deal with the vendor on a day to day basis for completion of the contract and processing of payments.

ADMINISTRATIVE SERVICES/DEPUTY CITY CLERK RESPONSIBILITIES

- Publish or post the notice in three places at least ten (10) days before the scheduled bid opening date.
- Conduct the bid opening.
- Notify vendors not selected and return bid bonds.
- Maintain copies of the rejected bids until contract is awarded by City Council.
- Obtain and attest to Mayor's signature on executed contract.
- Send original, signed contract to vendor, copy to Initiating Department, and retain one original contract in file.

SELECTION OF VENDOR AND REVIEW OF BIDS

The City's policy is to obtain goods and services of the highest quality for the lowest cost. The following factors should be considered when seeking the "highest quality" vendor:

- Ability, capacity, and skill.
- Ability to meet time requirements.
- Character, integrity, and reputation.
- Previous vendor experience.
- Financial resources available for contract performance. (Note security and bid bond requirements when formal bids are received).
- Ability to provide future maintenance and service, if necessary.

The City has established a policy that provides for a five percent (5%) preference to local bidders and vendors. This is accomplished by reducing the local vendor's bids by 5% when comparing such bids to those of other bidders.

COMPETITIVE BID PROCESS

FOR PUBLIC PROJECTS

GUIDELINES:

The competitive bid process guidelines presented in this manual are based on the State of California Uniform Public Construction Cost Accounting Act ("Act"). Federal, grant, or City rules and regulations may be more stringent; the stricter regulations shall prevail.

DEFINITIONS:

Public Project means construction, reconstruction, erection, alteration, restoration, improvement, demolition, and repair work involving any facility owned, leased, or operated by the City. The definition also includes painting or repainting any facility owned, leased or operated by the City. Construction, erection, improvement, or repair of dams, reservoirs, and electrical transmission lines of 230,000 volts and higher that are owned by the City, are considered a public project.

A public project does not include maintenance work, consisting of routine, recurring, and usual work for the preservation or protection of facilities owned or operated by the City, including minor repainting. Street and highways resurfacing at less than one inch (1") deep, landscape maintenance (mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems) are not a public project. Work performed to keep, operate, and maintain water, power, or waste disposal systems owned by the City shall not be subject to the competitive bid process.

Facility is any plant, building, structure, ground facility, real property, street, highway, or public work improvement; and any utility system owned by the City, subject to the limitations on utility systems previously stated.

Force account is work performed on public projects using internal resources, including, but not limited to, labor, equipment, materials, supplies, and subcontracts of the City.

CONTRACTING PROCEDURES/DOLLAR LIMITATIONS:

Public projects of \$25,000 or less, with City Council approval, may be performed by the employees of the City by force account, negotiated contract, or purchase order.

Force account work is performed with internal resources, including, but not limited to, labor, equipment, materials, supplies, and subcontractors of the City. The Department Director shall request a project number with which to record all expenditures in the Capital Improvement Project Fund. Purchase orders are to be issued for purchases of

COMPETITIVE BID PROCESS (continued)

more than \$1,500. Any negotiated contract associated with the project shall be approved as to form by the City Attorney.

Public project of \$25,001 to \$75,000 shall be contracted by informal procedures, which does not require published notices inviting bids, public openings, or other formal bid procedures. However, all requirements established for projects with a lesser dollar amount apply to this category of projects.

Public projects of more than \$75,000 are subject to the formal bidding procedures described in this section.

INFORMAL BIDDING PROCEDURES:

A notice inviting informal bids shall be mailed to all contractors for the category of work to be bid in accordance of Section 222034 of the Act, and to all construction trade journals specified by the California Uniform Public Construction Cost Accounting Commission (Commission). Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids.

The notice inviting bids shall be sent only to the construction trade journals specified by the Commission if there is no list of qualified contractors maintained by the department for the particular category of work to be performed.

The notice inviting informal bids may be sent exclusively to specific contractors if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors.

The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and the time and place for the submission of bids. These mailings of notices to contractors and construction trade journal shall be completed not less than ten (10) days before bids are due.

FORMAL BIDDING PROCEDURES:

All public projects greater than \$75,000 require City Council authorization to solicit bids. Once authorization has been received, the Department shall prepare and publish a notice inviting formal bid in a newspaper of local circulation, at least fourteen (14) calendar days before the date scheduled to open bids. Notices will be mailed to all "bidders of record" and all construction trade journals at least thirty (30) days before the date scheduled to open bids. Other such notices may also be given, as the department director deems to be necessary.

Advertisements and invitations to bid will contain, at a minimum, the following:

- An overview of the project, including a brief description of the work.

COMPETITIVE BID PROCESS (continued)

- An estimated construction cost range.
- Any special conditions or requirements of the project, the funding, and the prevailing wages.
- When and where the specifications will be available.
- Instructions of how to obtain the specifications (nonrefundable cash or check made payable to the City of Arroyo Grande).
- Type of California contractor's license required.
- The City of Arroyo Grande business license requirement.
- The time and place of any "pre-bid conference", if scheduled. It should be noted that attendance is not mandatory at the pre-bid conference, but bidders are urged to attend to review the bid documents, plans, specifications, and the job site.
- When and where to submit bids.
- When and where the bids will be opened.
- Requirements for a bid bond in the form of cash, cashier's or certified check payable to the City of Arroyo Grande, or a bidder's bond executed by an admitted surety insurance carrier in the State of California. The bid shall be in an amount equal to at least ten percent (10%) of the bid amount. A bid will not be considered unless one of the forms of bid security is enclosed (Government Code Section 201710).

The instructions to the bidders must include:

- The date and time that bids are to be received and opened.
- The bids must be submitted in a sealed envelope, addressed to the Administrative Services Director/Deputy City Clerk, and designated with the title of the project and specification number. The envelope must contain only the bid proposal forms provided and the bid bond required, in addition to the bidder's name and address of business.
- Late bids will be rejected and returned to the bidder, unopened.
- Bids may be withdrawn only by a written request at any time prior to the time designated for the bid opening.

Bid information must include:

- Bids must be submitted on the prescribed forms provided with the specifications.
- All blank spaces for bid pricing must be completed, in ink or typewritten.
- All documents with the notation "Bidder's Failure to Complete All Items Contained on this Page May Cause Rejection of Your Bid" must be submitted with the bid proposal documents.

COMPETITIVE BID PROCESS (continued)

- Contractors will be required to provide an insurance certificate and/or policy declaring that the policy is in full force and effect. The City will be given written notice by registered mail at least 30 days prior to the effective date of any changes in the policy that affect the City of Arroyo Grande, or its officers or employees, or of cancellation of the policy.
- The insurance policy must include the City of Arroyo Grande as an additional insured, but only as respects the employees of the named insured doing business for the City.

General conditions must include:

- All items will be constructed as complete and in place; all prices shown will be the price proposed for all equipment, labor, material, and services required in the plans and specifications.
- Bidders cannot be released from their obligation of their bid because of events during their submittal. However, the bidder may request release from the City if a written request is received within five calendar days after the bid opening.
- Unit price will be the basis for award after all prices submitted have been verified.
- The bidder, to verify changes, must initial any erasures or deletions of information entered in the proposal.

Bid proposal documents must be signed, dated, and completed in ink or by typewriter.

- Any proposal signed by an agent, other than an owner, partner, or corporate officer, must be accompanied by a power of attorney.
- Subcontractors performing more than one-half of one percent (0.5%) of the bid amount must be identified in the bid documents, including business location and contractor's license class.
- Subcontractors are subject to all state, federal, and municipal requirements.
- Subcontractors are required, upon award of the contract, to file certifications identical in substance to those included in the proposal submitted by the bidder.

A required bid surety will be administered as follows:

- A bidder must submit with their bid, by either cash, certified check, or cashier's check (payable to the City) a corporate surety bond. The bond will be issued by an admitted surety insurer in the State of California for ten percent (10%) of the bid total. Such bid will act as a guarantee that the bidder will enter into the contract, if awarded.

COMPETITIVE BID PROCESS (continued)

- After the award, bid security will be returned to the unsuccessful bidders, except the three lowest bidders. The bid security of the three lowest bidders will be returned after the final execution of the contract.
- Upon failure of the successful bidder to execute and deliver the contract and bonds within fourteen (14) calendar days after receiving notice of the award of the contract, the bid security of the successful bidder will be forfeited to the City as liquidated damages.
- If the City awards the contract to the next lowest bidder, the forfeited security will be applied to the difference between the two bids, and any surplus shall be returned to the forfeiting bidder.
- The specifications must include the number of working days required to complete the project.
- The successful bidder must commence work on or before the date specified in a written "Notice to Proceed" and must fully complete the project with the specified number of working days.
- If work is not completed as specified, liquidated damages will be assessed for each consecutive calendar day work is delayed.

The bidder's responsibilities include, but are not limited, to the following:

- The bidder should conduct a site inspection, including visiting the job site, being informed of the conditions of the construction of the project, the employment of labor, and the existence of any surface conditions affecting the cost of the work. Failure to carry out the provisions of the contract.
- The City will not provide to prospective bidders, oral addenda or interpretation of the meaning of the plans, specifications, or other documents. Any and all request for such interpretations must be in writing and received by the Department Director at least ten (10) days prior to the specified date of the bid opening.
- Interpretations and supplemental instructions will be supplied in the form of written addenda to all "plan-holders" not later than seven (7) calendar days prior to the specified or revised date of the bid opening. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under the bid submitted. All addenda shall become a part of the specifications and contract documents.

Performance and Payment Bonds:

- Performance and payment bonds will be furnished by the successful bidder, to be issued by an admitted corporate surety, in the amount of one hundred percent (100%) of the contract price.
- Bonds must be in a form accepted by the City and must meet all City requirements, include the requirement that the bond limit will be

COMPETITIVE BID PROCESS (continued)

automatically increased if the contract amount is increased after the execution of the contract.

- The performance bond will remain in effect for one (1) year after acceptance of the work by the City, as a guarantee against defective work.
- The payment bond shall remain in effect until six (6) months after the period in which claims may be filed in accordance with Section 3184 of the Civil code.

Bid Selection:

- The City Council may reject some or all bids, or may award the contract to the lowest responsible bidder with a bid complying with all requirements.
- All bids will be compared on the basis of the quantities and unit costs, or on lump sums shown on the bid proposal.
- Before award, the bidder may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the work. Bidders found to not be qualified may have their bid rejected.
- If no bids are received, the Department Director may have the project performed by negotiated contract or by force account.
- If the City council has approved the plans, specifications, and working details for the project an award of bid will be made within sixty (60) days after the bid opening.
- The City may consider the next lowest bidder within four (4) additional weeks, if the lowest responsible bidder refuses or fails to execute the contract.
- If all bids are rejected, the Department Director shall reevaluate the cost estimates for the project. The Director may then, with the concurrence of the City Manager, abandon the project, re-advertise for bids, or request that the City Council adopt a resolution by a four-fifths (4/5) vote, declaring that City employees can perform the project more economically. If such a resolution is adopted, the Department Director may have the project done by force account.

Contract Execution:

- Execution of a contract will occur after an official "Notice of Award of Contract" is mailed to the contractor with contract along with the contract and bond forms for signature.
- Laws and regulations, including all applicable State laws, City ordinances and resolutions, and regulations of all authorities having jurisdiction over construction of the project, shall apply to the contract and deemed to be included in the contract.

COMPETITIVE BID PROCESS (continued)

- The Department Director shall determine whether bids are responsive, may reject bids as improper or nonresponsive, deem a contractor irresponsible, or determine that the project has become infeasible.
- Bid instructions must be strictly followed by bidders. However, the City reserves the right to waive any minor bid irregularity.
- The successful bidder may request the retention portion of payments under the contract be released to the contractor, provided substitute securities in the same amount are deposited by the bidder with the City or a chartered bank as escrow agent. The bidder shall be deemed the beneficial owner of such securities and receive any interest earned.

CONTRACT MANAGEMENT

Upon contract award, the City must administer the contract, control payments, provide contract extensions, maintain a procurement file, and approve any changes in products or services. Further, the quality and quantity of goods must be inspected before payments are made. Contract management is the primary responsibility of the department in charge of the project. Finally, after the materials or equipment are no longer used or are obsolete, the Department Director may dispose of this as surplus property upon City Council approval. All of these functions, which occur during the lifecycle of procured goods, are discussed in the following sections.

CONTRACT ADMINISTRATION:

Upon contract award, the Department Director will determine that all required contracts have been prepared in proper form and properly executed. In addition, the Department Director will review all payment to vendors in accordance with the payment schedule specified in the contract. Payment to vendors shall not be made:

- Under a contract made in violation of these procedures.
- For a product or service rendered prior to the execution of a valid contract, except in an emergency.
- In an amount in excess of the authorized contract amount.

CONTRACT EXTENSIONS AND RENEWALS:

Contract shall provide than any option for renewal or extension may be exercised at the sole discretion of the City and shall not be subject to agreement or acceptance by the vendor. No option shall be exercised unless the Department Director determines in writing, after reasonable investigation of costs and benefits, that the exercise of the option is more advantageous to the City than other means of procuring comparable supplies or services. Renewals should contain a well-defined time limit in days, months, or years.

PROCUREMENT FILES:

A file shall be maintained on each contract. The file shall be maintained for at least three years from the date of final payment under the contract. The file shall include a copy of all written documents required by these procedures and shall be open to public inspection.

QUALITY AND QUANTITY OF ITEMS PURCHASED:

To obtain the correct quality of goods purchased, the following steps may be taken, as appropriate:

CONTRACT MANAGEMENT (continued)

- Testing, analyzing, and measuring past performance of items may be used to determine quality.
- The intended purpose of goods should be considered when purchasing a particular product or service. Quality of goods should be stated in the procurement specifications.
- Purchase orders must be in writing to avoid vendor questions on the description of items to be purchased.
- Commercial grades or standards should be used when applicable.

All purchases shall be of the quality deemed necessary to suit the intended purpose, be suitable and beneficial to the City. The least expensive goods meeting quality standards should be purchased.

The quantity of goods purchased is determined by scheduled work on continuing operations. The necessary quantity can be affected by changes in operations, markets, cost and availability of storage facilities, handling and shipping costs, and losses.

RECEIPT, INSPECTION, AND TESTING:

The department must verify that delivered items conform to purchase order specifications and that no discrepancies in quantity or quality exist. The Department Director, or designee, is responsible for signing for delivery. The inclusion of a signed shipping notice, the vendor's invoice, and a "request for payment" form to the Financial Services Department is sufficient assurance that the delivered commodity meets specifications. When a shipment does not conform to the purchase order, the Department Director shall immediately notify the vendor of the discrepancy, and hold the goods for inspection. Tests or samples of items to be purchased may be required as part of a bid. The Department director shall reject an item if it does not conform to specifications.

DISPOSAL OF SURPLUS PROPERTY:

Existing materials, supplies, or equipment that are no longer in use or have become obsolete may be deemed as surplus property by resolution of the City Council. Once property is deemed as surplus, the Department Director may:

- Use the surplus equipment as a trade on replacement equipment.
- Sell or otherwise dispose of surplus material, supplies, or equipment at public or private sale in the following manner:
 1. A notice inviting formal bids shall be published in a newspaper of general circulation if the item is expected to sell for more than \$5,000. The sale will be made to the highest bidder.
 2. The property shall be included in a list prepared by the Department and sold by informal bid to the highest bidder if the value is \$5,000 or less.

OTHER PURCHASING ISSUES AND POLICIES

SOLE SOURCE PROCUREMENTS:

Sole source procurement is any transaction in which the services and/or supplies can be obtained only from one source. The only justification for sole source procurement is as follows:

1. The contractor or supplier is the sole provider of the service or supply.
2. The contractor or supplier is the only source permitted to provide the service or supply because of the manufacturer's agreement with the contractor or supplier as sole representative in a certain geographical area.

Sole source justification should be in memorandum form describing, in general terms, the reason for making the sole source purchase. An authorized departmental representative must sign the memorandum.

CANCELLATIONS:

The Department Director may cancel an invitation for bids, a request for proposals, or other solicitation, may reject in whole or in part, any and all bids or proposals when it is determined that cancellation or rejection serves the best interest of the City.

COOPERATIVE PURCHASING:

Cooperative purchasing is a technique where by municipalities cooperate to purchase goods and services. This arrangement offers the participants significant economies of scale. Although the municipalities jointly issue specifications and receive bids, each entity independently executes its own contract, administers the procurement function, and finances the purchase.

STOCKLESS PURCHASING:

Stockless purchasing is a specialized technique providing for the purchase of a commodity or service at an agreed price, but in quantities delivered and paid for as needed by the City. The vendor owns the inventory and the City has no responsibility for that inventory. Stockless purchasing is recommended as an alternative to maintaining significant inventories of supplies used by numerous departments and offices.

Stockless purchasing uses a blanket contract that designates approximate quantities, specified time periods, prices, provisions for price adjustments, delivery and billing procedures and a catalogue of items covered by the contract. By shifting inventory requirements to the supplier, the City is able to conserve public funds and, to a considerable degree, dispense with the storage of certain supply items until requisitioned for delivery by the user department. The types of items typically

OTHER PURCHASING ISSUES AND POLICIES (continued)

purchased under stockless purchasing are office supplies, maintenance, and repair parts, and operating items.

SPECIFIC BLANKET CONTRACTS:

A specific blanket contract includes items, prices, quantities and time frames. It is based upon established prices for supplies, either picked up or delivered to the City. A contract of this type offers major price advantages over small individual purchases made by separate departments. The City Manager approves all blanket contracts bid negotiated by Department Directors.

INVENTORY:

A fixed asset inventory is an important area in which information can be valuable to the purchasing function. Every purchase of a furnishing, vehicle, or piece of equipment (with a value equal to or greater than established \$500) should be carried in a fixed asset inventory. Information about cost, date of acquisition, condition, and other pertinent information is important to maintain. Information on projected replacement is needed for proper planning and insurance purposes.

CONFLICT OF INTEREST/THIRD PARTY TRANSACTIONS:

It is important to maintain public trust and confidence in the integrity of purchasing transactions. Any City employee who has a real or perceived conflict of interest should refrain from participation in the transaction.

REQUESTS FOR PAYMENT

GENERAL:

The Accounts Payable person shall receive directly all original invoices for goods and services. The invoices will be date marked, copied and distributed to the receipting departments. The original invoices will remain with Financial Services to be attached to a copy of the payment check. Before a check can be processed by Financial Services, one of the following forms must be submitted. "I Forms" and "Form C's" must accompany the invoice. All checks will be mailed by Financial Services, unless specifically requested to be held for the department or the vendor. Any check received directly must be signed for in Financial Services.

FORMS:

- "I FORM" to be used for invoices, subscriptions, and any other payments. The department shall included on the "I Form" the vendor's name and address, the invoice number, a brief description, account number, and invoice amount. The designated department representative shall authorize payment by signing the "I Form". If the "I Form" requests payment on a single items of greater than \$1,500 value, a completed bid sheet must be attached. Depending on the value of the item, either three documented informal (telephone or oral) bids (\$1,501 to \$5,000) or informal bids (\$5,001 to \$10,000) must accompany the "I Form". This form is available on the shared network (as is "Form C" and "Form T") and is shown on page 57 in this document.
- "FORM C" to be used for contracts. This form will be used for contracts where progress payments are to be made during construction. Enabling documentation includes (1) invoice from the vendor showing percentage of completion (2) City Council authorization for payment (3) documentation of the release of any liens if final payment is to be made. To make (2) a little easier on the department, the first page of the staff report with recommendation and fiscal impact portion will be accepted in lieu of the complete report. This form is shown on Page 59 in this document.
- "Form T" is used for travel expenses. Before the travel takes place, Part I of the form is filled out, listing the traveler, date of trip, location, estimated costs, and approval by the Department Director and City Manager. Part I also lists the checks that are to be prepared before the trip is taken, such as hotel and conference registration. Upon return from the trip Part II of the form is completed. This area compares the estimated costs with the actual costs incurred. Should the advance exceed actual costs, the employee is to return the completed form to Financial Services along with the excess advance, in the form of a check or cash. If actual costs exceed the advance, the City will reimburse the employee with the next check run. Page 61 is an example of this form.

REQUESTS FOR PAYMENT (continued)

AUTHORIZED SIGNATURE FORMS:

Authorized Signature Forms are to be on file for the employees authorizing payment on either the "I Form" or the "Form C". The authorization limits are as follows;

\$0-\$1,500	Department Director or designee (supervisor, etc.).
\$1,501 - \$5,000	Department Director (with City Manager Approval)
\$5,001 to \$10,000	City Manager
\$10,001 & Above	City Council

OTHER ISSUES:

Multi-Division Payments - All divisions must approve payments made from multiple divisions in a department. To better inform the divisions of expenditures being made against their budget, all divisions will sign the "I Form" or "Form C"..

Computer Purchases - All computer related purchases will be approved by the Chair of the Computer Technology Committee. Departments shall routinely route a data processing invoice to the Computer Technology Committee for approval.

Vehicle Repair Invoices - When vehicle repairs are completed, the Fleet Maintenance Coordinator will submit the original invoices (department/division indicated on the invoice) directly to Financial Services, where the original will be retained and a copy sent to the departments. The departments prepare the "I Form" using the appropriate account numbers. Though parts are received by Vehicle Maintenance the preparation of the "I Form" gives more control to the departments.

Original Invoice Copies - All original receipts received by the departments must be attached to the "I Form". Some vendors issue an original invoice when merchandise is received and send a duplicate with the monthly billing. If the Department has the original receipt, it must be submitted with the payment request. If the original is not submitted with the "I Form", nor received directly with from the vendor, a check will not be issued. The preferred method is for the vendor to mail the original invoice, with the monthly statement, directly to the Accounts Payable Clerk.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ARROYO GRANDE REPEALING CHAPTER 4
OF TITLE 2 OF THE ARROYO GRANDE MUNICIPAL
CODE AND ADDING THERETO A NEW CHAPTER 4**

WHEREAS, the City finds it serves the interests and general welfare of the citizens of the City of Arroyo Grande to encourage and assist businesses to locate and remain in the City, and thereby preserve and foster the City's economic and social vitality; and

WHEREAS, it is in many cases difficult or impossible for businesses located in the City to compete with non-local businesses for City and other contracts. This competitive disadvantage results in many businesses leaving or choosing not to locate in Arroyo Grande, and thus further results in the deterioration of the local tax base and labor force, and in some local persons and families having to leave Arroyo Grande in order to secure work; and

WHEREAS, by affording local businesses a preference in the award of City contracts, businesses will be encouraged to locate and remain in the City, and as a result the City's interests and general welfare will be served.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE
DOES ORDAIN AS FOLLOWS:**

SECTION 1: That Chapter 4 of Title 2 of the Arroyo Grande Municipal Code is hereby repealed and deleted in its entirety and replaced with a new Chapter 4 of Title 2 attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part thereof is for any reason held to be unlawful, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact than any one or more section, subsection, subdivision, paragraph, sentence, clause or phases be declared unconstitutional.

SECTION 3: A summary of this Ordinance shall be published in a newspaper published and circulated in the City of Arroyo Grande at least five (5) days prior to the City Council meeting at which the proposed Ordinance is to be adopted. A certified copy of the full text of the Proposed Ordinance shall be posted in the office of the Director of Administrative Services/Deputy City Clerk. Within fifteen (15) days after adoption of the Ordinance, the summary with the names of those City Council Members voting for and against the Ordinance shall be published again, and the Director of Administrative Services/Deputy City Clerk shall post a certified copy of the full text of such adopted Ordinance.

ORDINANCE NO.

SECTION 4: This Ordinance shall take effect thirty (30) days after it's final passage.

On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote to wit:

AYES:

NOES:

ABSENT:

the foregoing Ordinance was adopted this _____ day of _____, 2000.

ORDINANCE NO.

MICHAEL A. LADY, MAYOR

ATTEST:

KELLY WETMORE, DIRECTOR OF ADMINISTRATIVE SERVICES
DEPUTY CITY CLERK

APPROVED AS TO CONTENT:

RICK TerBORCH, INTERIM CITY MANAGER

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, CITY ATTORNEY

CHAPTER 4. PURCHASING PROCEDURE**Sec. 2-4.01. Requisitions.**

(a) Form. Whenever any user department requires the purchase or acquisition of materials, supplies, or services for the proper functioning of such department, it shall order the purchase from among available vendors, subject to budgeted dollar constraints, in either written or verbal form. Upon invoicing from the vendor, the user department shall clearly mark the budget account number(s) to be charged upon payment, for the benefit of the Financial Services Department.

(b) Authorization. Written invoices shall be signed by the chief officer of the department ordering the materials or services. The chief officer shall be deemed to be the department director, as well as such assistants as he/she may authorize.

(c) Petty Cash Purchases. Written requisitions shall not be required for the purchase or acquisition of materials, supplies, or services under the amount established by resolution of the City Council. Such purchases may be made from petty cash or via the normal accounts payable process. The department director shall approve and initial all invoices for purchases under the amount established by resolution of the City Council and clearly mark the budget account number to be charged upon payment.

(Sec. 1, Ord. 181, as amended by Sec. 4, Ord. 447 C.S., eff. July 23, 1992; Sec. 1, Ord. 488 C.S., eff. September 14, 1997)

Sec. 2-4.02. Purchasing Process.

(a) First Level Expenditures. For First Level Expenditures, in an amount established by resolution of the City Council, the user department is not obligated to obtain bids nor to issue a written purchase order.

(b) Second Level Expenditures. For Second Level Expenditures, in an amount established by resolution of the City Council, the user department shall first solicit at least three (3) informal bids, diligently attempting in good faith to obtain the best value for the City. The user department director or his/her authorized assistant shall record all informal bids. The user department shall prepare a written purchase order for all Second Level Expenditures. The original purchase order shall be forwarded to the designated vendor, and the second copy shall be filed with the user department until delivery or acceptance of the purchase.

(c) Third Level Expenditures. For Third Level Expenditures in an amount established by resolution of the City Council, unless otherwise ordered by the City Manager, the user department shall first solicit at least three (3) written competitive bids, diligently attempting in good faith to obtain the best value for the City. All written bids shall be retained by the user department director or his/her authorized assistant. For purchases greater than First Level, the user department shall prepare a written purchase order. The original purchase order shall be forwarded to the designated vendor, and the second copy shall be filed with the user department until delivery or acceptance of the purchase.

(d) Fourth Level Expenditures. For Fourth Level purchases, in an amount established by resolution of the City Council, only the formal bid process shall be permitted. The completed purchase order, with bids or bid summaries attached, shall be forwarded to the user department director for his/her approval and signature on all copies. The original purchase order shall be forwarded to the designated vendor, and the second copy shall be filed with the user department until delivery or acceptance of the purchase.

(e) Expenditures Involving Public Projects. Expenditures involving public projects shall be made in compliance with the State laws applicable thereto.

(f) Open Purchase Orders.

(1) Defined. "Open purchase order" shall mean a purchase where the acquisition is not made all at one time; it shall be a continuing order providing continuing authority to purchase from vendors who furnish monthly supplies or services in such volume as to justify the issuance of an open order. All open purchase orders shall state a maximum amount of expenditures.

(2) Use. Upon the user department's written request therefor, an open purchase order may be prepared and issued. The original copy, after approval and signature, shall be forwarded to the vendor. The second copy shall be retained by the user department. When an open purchase order is utilized, expenditures shall be reported by the use of requisitions. Such requisitions shall be signed by the department director or his/her duly authorized assistant. Such requisitions against an open purchase order shall be filed immediately by the user department before each and every purchase.

(g) Guidelines for Evaluating Bids. Except as otherwise required by law, guidelines for evaluating bids shall include, but not be limited to, the following:

(1) The character, integrity, reputation, judgment, experience, and efficiency of the bidder (this may include an analysis of previous work performed for the City);

(2) The ability of the bidder to perform the contract, or provide the materials,

supplies, or services required, within the time specified, without delay or interference;

(3) The ability of the bidder to provide future maintenance, repair parts, and replacement of purchased materials or supplies;

(4) Compliance by the bidder with federal acts, executive orders, and state statutes governing nondiscrimination in employment;

(5) The results of any evaluation relating performance and price, such as testing, life cycle costing, and analysis of service, maintenance, and technical data;

(6) Fitness and quality being equal, a preference may be granted to local vendors for the purchase of materials, supplies, and services. The City may provide a preference to each qualified local vendor if the bid of a local qualified vendor does not exceed the lowest bid or price quoted by other vendors by more than five percent (5%). Application of the five percent (5%) preference in the award of the contract shall mean the amount by which the local vendor bid or estimate shall be deemed reduced in the City's bid award or selection process and shall not actually reduce the amount ultimately paid by the City to the successful bidder. To qualify as a local vendor, a business must have all current applicable City licenses and permits, must maintain its primary office, distribution point, or place of business within the City of Arroyo Grande and must report and pay sales tax to the State of California that identifies the point of sale for taxable transactions as a location within the City limits.

(Sec. 1, Ord. 188, as amended by Sec. 4, Ord. 447 C.S., eff. July 23, 1992; Sec. 1, Ord. 488 C.S., eff. September 14, 1997)

Sec. 2-4.03. Third Level Purchase Orders: Approval by City Manager.

Department directors and all other City employees shall not be authorized to sign, issue, or deliver any purchase order, or accept any delivery of goods or services of Third Level value, until such time as the City Manager has authorized same in writing. Any such purchase orders or acceptance of goods or services of Third Level value without the prior written approval of the City Manager shall be a nullity.

(Sec. 3, Ord. 181, as amended by Sec. 4, Ord. 447 C.S., eff. July 23, 1992; Sec. 1, Ord. 488 C.S., eff. September 14, 1997)

Sec. 2-4.04. Purchase Orders For Four Level Purchases: Approval by Council. The City Manager and department directors shall not be authorized to sign, issue, or deliver any purchase order, or accept any delivery of goods or services, of Fourth Level value until such time as the Council first shall have authorized the same. Any purchase orders or acceptance of goods or services in excess of Fourth Level value without the prior approval of the Council shall be a nullity.

(Sec. 1, Ord. 488 C.S., eff. September 14, 1997)

Sec. 2-4.05. Professional Services Contracts. The City Manager and department directors shall not be authorized to sign, issue, or deliver any purchase order, or accept any professional services contract, in excess of amount established by resolution of the City Council, until such time as the Council first shall have authorized same. The issuance of any purchase orders or acceptance of a contract in excess of amount established by resolution of the City Council without the prior approval of the Council shall be a nullity. Professional services contracts of less than the amount established by resolution of the City Council and budgeted in the original approved annual budget, may be approved by the City Manager.

Sec. 2-4.06. Use of Procedures Not Required. The procedures and provisions set forth in Section 2-4.02 of this chapter may be dispensed with, at the discretion and judgment of the City Manager if deemed to be in the best interests of the City, as follows:

- (a) When an emergency requires that an order be placed with the nearest available source of supply;
- (b) When the item(s) to be purchased can be obtained from only one vendor or supplier;
- (c) When the purchase will be made cooperatively with one or more other units of government, or by use of another agency's bid procurement procedure, provided it meets the standards established by this chapter;
- (d) When reasonably necessary for the preservation or protection of public peace, health, safety, or welfare of persons or property; or
- (e) When, given the indeterminate nature of the City's need, a request for proposal will result in a more favorable and efficient comparison of materials, supplies, or services.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF ARROYO GRANDE AUTHORIZING LEVELS OF
PURCHASING AUTHORITY**

WHEREAS, City of Arroyo Grande, County of San Luis Obispo, State of California ("City") is duly authorized and existing under the laws of said State; and

WHEREAS, the City of Arroyo Grande purchases goods and services for the operation of City functions; and

WHEREAS, it is prudent to establish levels of authority for such purchases of goods and services:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Arroyo Grande, hereby adopts the Levels of Purchasing Authority attached to this Resolution and marked as Exhibit A, and hereby incorporates such Exhibit into this Resolution. The Levels of Purchasing Authority shall become effective May 1, 2000.

On motion of Council Member _____, seconded by Council Member _____, and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

the foregoing Resolution was passed and adopted this _____ day of _____, 2000.

RESOLUTION NO.

MICHAEL A. LADY, MAYOR

ATTEST:

KELLY WETMORE, DIRECTOR OF ADMINISTRATIVE SERVICES/
DEPUTY CITY CLERK

APPROVED AS TO CONTENT:

RICK TerBORCH, INTERIM CITY MANAGER

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, CITY ATTORNEY

RESOLUTION NO.

EXHIBIT A

Petty Cash Limit:	Under \$100
First Level Expenditures:	Under \$1,500
Second Level Expenditures:	Over \$1,500 Under \$5,000
Third Level Expenditures:	Over \$5,000 Under \$10,000
Fourth Level Expenditures:	Over \$10,000
Professional Service Contract Authorization	Under \$25,000 if Included in Original Adopted Budget

RESOLUTION NO. 3356

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARROYO GRANDE ELECTING TO BECOME SUBJECT TO
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
PROCEDURES**

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chap. 1054 Stats. 1983, which added Chapter 2 commencing with Section 22000 to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act (hereinafter "Act"), establishes such a uniform cost accounting standard; and

WHEREAS, the Uniform Public Construction Cost Accounting Commission (the "Commission") established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arroyo Grande, California, hereby elects under Public Contract Code Section 22030 to become subject to the Uniform Public Construction Cost Accounting procedures set forth in the Act, and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and furthermore directs that the Director of Administrative Services notify the State Controller forthwith of this election.

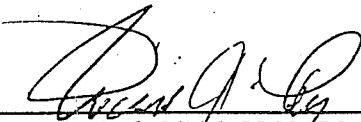
This Resolution shall take effect upon its adoption.

On motion of Council Member Runels, seconded by Council Member Dickens, and on the following roll call vote, to wit:

AYES: Council Members Runels, Dickens, Tolley, Ferrara, and Mayor Lady
NOES: None
ABSENT: None

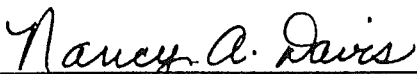
the foregoing Resolution was adopted this 13th day of April, 1999.

RESOLUTION NO. 3356
PAGE 2




MICHAEL A. LADY, MAYOR

ATTEST:



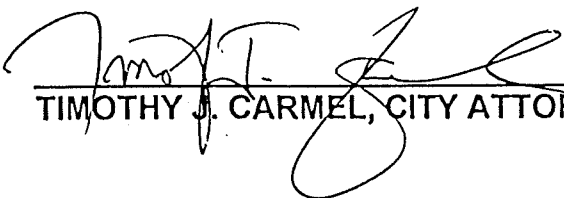
NANCY A. DAVIS, DIRECTOR OF ADMINISTRATIVE SERVICES

APPROVED AS TO CONTENT:



ROBERT L. HUNT, CITY MANAGER

APPROVED AS TO FORM:



TIMOTHY J. CARMEL, CITY ATTORNEY

ORDINANCE NO. 503 C.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
ARROYO GRANDE REPEALING AND REPLACING SECTION
2-4.02(c) OF CHAPTER 4 OF TITLE 2 OF THE ARROYO
GRANDE MUNICIPAL CODE**

WHEREAS, the City Council of the City of Arroyo Grande has adopted Resolution 3356 electing to utilize the Uniform Public Construction Cost Accounting Act (the "Act") procedures as set forth in Chapter 2, Part 3, Division 2 of the Public Contract Code (more specifically the alternative procedures provided in Article 3 of the Act)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE DOES ORDAIN AS FOLLOWS:

SECTION 1: Section 2-4.02(c) of Chapter 4 of Title 2 of the Arroyo Grande Municipal Code shall be repealed in its entirety and revised to read as follows:

2-4.02 (c) - Expenditures involving public projects.

Notwithstanding the provisions of Article 4 (commencing with Section 20160) of Chapter 1, part 3 of the California Public Contract Code, the requirements for the award of contracts for public projects of the City shall be governed by the alternative procedures contained in Article 3 (commencing with Section 22030) of the Uniform Public Construction Cost Accounting Act (hereinafter "Act"), except as otherwise provided for in this Chapter.

(1) Public projects of \$25,000 or less.

Public projects, as defined by the Act, of twenty-five thousand dollars (\$25,000) or less, appropriations for which have been approved by the City Council, may be performed by the employees of the City by force account, or by negotiated contract or purchase order approved by the City Manager.

(2) Public projects of \$75,000 or less (informal bidding procedures).

Public projects, as defined by the Act, of seventy-five thousand dollars (\$75,000) or less may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

- (a) A list of contractors shall be developed and maintained by the Director of Public Works in accordance with the provisions of Section 22034 of the Act.

ORDINANCE NO. 503 C.S.

PAGE 2

- (b) Where a public project is to be performed which is subject to the provisions of this Chapter, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 22034 of the Act, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission pursuant to Section 22036 of the Act. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids; provided however: 1) if there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission, or 2) if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors. All mailing of notices to contractors and construction trade journals shall be completed not less than ten (10) calendar days before bids are due.
- (c) The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.
- (d) The City Manager is authorized to award informal contracts pursuant to this section.
- (e) If all bids received are in excess of seventy-five thousand dollars (\$75,000), the governing body of the public agency may by passage of a resolution by a four-fifths vote, award the contract, at eighty thousand dollars (\$80,000), or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

(3) Public projects of more than \$75,000 (formal bidding procedures).

For all public projects of more than \$75,000, a contract shall be awarded pursuant to a formal bidding procedure as set forth in the Act, and subject to the exemptions provided for therein.

SECTION 2: That all ordinances, codes, sections of ordinances and codes, and resolutions that are inconsistent with the provisions of this Ordinance are hereby repealed.

ORDINANCE NO. 503 C.S.

PAGE 3

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrases be declared unconstitutional.

SECTION 4: Within fifteen (15) days after passage of this Ordinance, it shall be published once, together with the names of the Council members voting thereon, in a newspaper of general circulation within the City.


SECTION 5: This Ordinance shall take effect thirty (30) days after its adoption.

On motion of Council Member Runels, seconded by Council Member Tolley and on the following roll call vote, to-wit:

AYES: Council Members Runels, Tolley, Dickens, Ferrara, and Mayor Lady
NOES: None
ABSENT: None


the foregoing Ordinance was adopted this 27th day of April, 1999.

ORDINANCE NO. 503 C.S.
PAGE 4



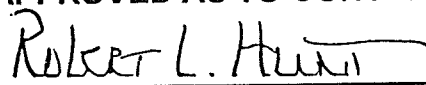
MICHAEL A. LADY, MAYOR

ATTEST:



KELLY WETMORE, DIRECTOR OF ADMINISTRATIVE SERVICES

APPROVED AS TO CONTENT:



ROBERT L. HUNT, CITY MANAGER

APPROVED AS TO FORM:



TIMOTHY J. CARMEL, CITY ATTORNEY

City of
Arroyo Grande
 P.O. Box 550
 Arroyo Grande, CA 93421



PURCHASE ORDER

FINANCIAL SERVICES

P.O. Box 550
 Arroyo Grande, CA 93421
 (805) 473-5400 • Fax (805) 489-0386

PURCHASE ORDER NO. _____

Vendor:	Ship To:
	Bill To: City of Arroyo Grande Attn: Accounts Payable P.O. Box 550 Arroyo Grande, CA 93421

P.O. DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	TERMS

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			Subtotal	
			Sales Tax	
			Shipping & Handling	
			Other	
			TOTAL	

Instructions:

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. The purchase order number must appear on all related correspondence, shipping papers, and invoices.

Authorized by: _____

Title: _____

Date: _____

☐ Written Quotations

☐ Verbal/Telephone Quotations

Quotation Evaluation Summary

Date Prepared:

Department:

Prepared By:

[illegible]

CITY OF ARROYO GRANDE
AUTHORIZED SIGNATURE FORMS

DEPARTMENT _____

THE FOLLOWING EMPLOYEES ARE AUTHORIZED TO REQUEST PAYMENTS
BE MADE BY ACCOUNTS PAYABLE FOR THE FOLLOWING AMOUNTS

<u>Employee Name</u>	<u>Signature</u>	<u>Departmental Restrictions</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Department Director Approval

CITY POLICY ON DOLLAR LIMITATIONS

Payment Requests:

- | | |
|----------------------------------|--|
| Over \$0, less than \$1,500 | - Department Director or designee (supervisor, etc.) |
| Over \$1,500, less than \$5,000 | - Department Director Signature Required |
| Over \$5,000, less than \$10,000 | - City Manager Signature Required |
| Over \$10,000 | - City Council Approval Required |

REQUEST FOR PAYMENT

FORM "I" for Invoices, Subscriptions, & Miscellaneous Payments

[illegible][illegible]

AUTHORIZED SIGNATURE

CHECK TO BE MAILED

CHECK TO BE PICKED UP



(Signature when check picked up)

CITY OF ARROYO GRANDE
REQUEST FOR PAYMENT
FORM "C"
For Contracts

DATE: _____

TO: Accounts Payable

FROM: _____

SUBJECT: Payment Request

Project Name: _____

Contract No. _____

Account Numbers: _____ in the amount of \$ _____
_____ in the amount of \$ _____

Vendor _____

Payment Request Number _____

The attached invoice was received on the above mentioned project and is found to be in conformance with the requirements of the contract approved by council. Please arrange for payment in the next regularly scheduled check run. Retention **is/is not** withheld under the terms of the contract.

Following is the status of the contract:

Contract Amount	_____	100%
Completed to Date	_____	_____%
Less Previous Payments	_____	
Amount Due	_____	

Department/Division Director

Date

Contract Administrator

Date

Finance Director

Date

Check No. Issued

Date Issued

Audited by Finance

FINAL PAYMENT APPROVALS:

INSPECTOR APPROVAL:

YES _____ NO _____

LIENS CLEARED:

YES _____ NO _____

INSTRUCTIONS FOR USE OF "FORM C"

This form is to be used for all contracts. When the contract is approved by the City Council, please provide the following to Accounts Payable:

- A copy of the signed contract
- Copy of the Agenda Report to Council
- Party authorized to approve request for payment

When payments are to be made fill in the blanks on the form, making sure to signify the account numbers to charge, vendor, payment numbers, whether retention is to be withheld, and the percentage of completion.

In addition, please supply copies of all documentation that you have received for work completed on the contract. This documentation includes, but is not limited to the following;

- Time sheets for payroll costs
- Invoices for materials and supplies
- Invoices for rental equipment

If the final payment is to be made, please supply documentation that all liens have been released and inspections have been completed and signed off.

Finance will audit the request for payment for accuracy and proper documentation. Finance will establish files for each contract and payments made. For good internal control, the issuing department should also keep files on the contract, payments to date and all other useful information.

If you have any questions, please call Jackie Yacono at 5436

**CITY OF ARROYO GRANDE
TRAVEL REQUEST AND EXPENSE REPORT
FORM "T" FOR TRAVEL**

Part I - TRAVEL REQUEST

INSTRUCTIONS: Before trip, prepare Part I about trip and obtain proper authorizing signatures. Prepare Part II on estimated expenses, listing checks to be issued in advance in Part I. Send completed form to Accounts Payable.

- | | |
|--|----------------------------|
| 1. Name & Title of Requester _____ | 5. Date of Trip _____ |
| 2. Date of Request _____ | 6. Est. cost of Trip _____ |
| 3. Conference or Meeting: _____ | 7. Account Number _____ |
| 4. Location _____ | Yes _____ No _____ |
| 8. Was travel included in the Department budget? _____ | |

9. Signature of Requester _____	Department Approval _____	City Manager Approval _____
---------------------------------	---------------------------	-----------------------------

ADVANCE PAYMENTS REQUESTED Payable to:	Date Req'd	AMOUNT ISSUED	CHECK NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(Request by Employee for Per Diem on last line)			
<u>Total Requested</u>		_____	

PART II - EXPENSE REPORT

INSTRUCTIONS: Complete Part II, attaching receipts for transportation, registration, lodging. Submit to Finance Department, along with any reimbursement due the City. After approval by the City Manager, any balance due traveler will be issued by Accounts Payable.

Expense Categories	City Car ()	Private Car - Mileage Paid ()	
	Rail ()	Private Car - Credit Card Only ()	
ESTIMATE	Air ()		FINAL COSTS
_____	Transportation		_____
_____	Garage, and/or Parking		_____
_____	Lodging (Room charges & taxes only)		_____
_____	Registration Fees		_____
_____	Meals		_____
_____	Per Diem @ \$40/day		_____
_____	Other (Please Itemize)		_____
_____	TOTAL EXPENSES		_____
		Less: Total Advanced	_____

**I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT
STATEMENT OF MY EXPENDITURES**

Balance Due **Employee/City** _____

Employee _____

Audited By _____

Department Director Approval _____

Date _____

Check or Receipt No. _____

City Manager Approval _____

RULES FOR TRAVEL EXPENSE ALLOWANCES AND ROUTING

1. Describe travel and obtain authorizing signatures. Complete Estimated Expense Detail in Part II, and indicate in Part I any advance checks to be issued, and dates needed. If per diem is to be claimed, include the total amount to be issued to the employee on the final line for advance payments. If per diem is the only expense to be incurred, complete both Estimated and Final Cost in Part II when the Travel Request is submitted as only steps 1,2, 3,4, and 5 are to be completed.
2. Indicate on Part II the method of travel. Private autos may be used with Department Director approval for mileage reimbursement. If you elect to take your own car, you should take a City credit card for gasoline; mileage will not be reimbursed. Check one of these sections under "Private Car".
3. Obtain Department Director approval.
4. Attach copy of registration form to Travel Request. Retain original registration form as checks will be returned to departments for mailing, in case of last minute changes.
5. Send completed request to Finance Department.
6. When travel is complete, traveler will complete Part II and attach all required receipts, obtain department approval and return completed form to Finance. If advances exceeded actual expenses, include money due City. If per diem was the only expense incurred, this final step does not have to be completed.
7. A copy will be returned to the department, following audit.
8. The City will pay for the following expenses for approved travel and training:
 - Registration
 - Hotel room rates and applicable taxes
 - Mileage or transportation costs
 - Garage and/or parking fees
 - Meals
 - Telephone calls to home, not to exceed \$5.00 per day (cannot be averaged)
 - Tips to waiters, bell hops, baggage handlers
 - Laundry if trip exceeds seven (7) days
9. For travel and conferences, of one full day or more, a per diem amount can be claimed in lieu of itemizing meal and miscellaneous expenses. The per diem amount is intended to cover the cost of meals and all incidental expenses (i.e. taxis, parking, telephone, etc.) related to the day's activities. Receipts are not necessary when per diem is claimed. The current per diem rate is \$40 per day and is based upon the following:

Breakfast	\$ 6.00
Lunch	10.00
Dinner	18.00
Incidentals	<u>6.00</u>
Total	\$ 40.00

In extremely high cost cities, per diem may be increased with approval from the City Manager, with appropriate receipts.

10. The City will not pay for personal entertainment, i.e., movies, alcoholic beverages, sightseeing, etc.

All check requests should be on the appropriate Travel Request - Form "T".

INDEX

Amendments to RFP/RFQ.....	19
Appendix	39
Authorizations Signature List.....	12
Authorized Signature Forms.....	38
Bid Cancellations.....	35
Bidding Exceptions.....	16
Bidding Requirements.....	15
Competitive Bid Process for Public Projects	25
Competitive Bid-Contracting Procedures/Dollar Limitations.....	25
Competitive Bid-Definitions	25
Competitive Bid-Formal Bidding Procedures.....	26
Competitive Bid-Guidelines.....	25
Competitive Bid-Informal Bidding Procedures.....	26
Competitive Bid-Public Project Definition	25
Computer Purchases.....	38
Conflict of Interest/Third Party Transactions.....	36
Contract Management	33
Contract Management-Contract Administration	33
Contract Management-Disposal of Surplus Property	34
Contract Management-Extensions and Renewals	33
Contract Management-Procurement Files.....	33
Contract Management-Quality & Quantity of Items Purchased	33
Contract Management-Receipt, Inspection, and Testing	34
Cooperative Purchasing	35
Department Authority/Responsibility.....	11
Formal Bid Process.....	23
Formal Bid-Administrative Services/Deputy City Clerk Responsibilities	24
Formal Bid-Initiating Department Responsibilities.....	23
Formal Bid—Selection of Vendor and Review of Bids	24
General Policies	5
Grant Funding Provisions.....	7
Hazardous Materials Purchases	12
Introduction	1
Inventory Purchases	36
Legal Basis	3
Local vendor preference.....	6
Multi-Division Vendor Payments.....	38
Ordinance 503 C.S.-Summary.....	3
Ordinance 503 C.S.-Uniform Public Construction Cost Accounting Procedures.....	53
Original Invoice	38
Other Purchasing Issues and Policies	35
Professional Services Flow Chart.....	10
Professional Services-Procuring.....	16
Prohibited Purchasing Practices	12

INDEX (continued)

Proposed Ordinance ____ C.S.-Purchasing Procedures	39
Proposed Ordinance ____ C.S.-Summary.....	3
Purchase and Payment Authority Table.....	9
Purchase of Goods and Services.....	15
Purchases Over the \$1,500 Limit.....	15
Purchasing & Bidding Flow Chart	9
Purchasing Authority and Responsibilities	11
Purchasing Authority	11
Receipt of RFP/RFQ Proposals.....	19
Recycling Policy	12
Request for Proposals.....	17
Requests For Payment.....	37
Requests for Payment-“Form C”	37
Requests for Payment-“Form T”	37
Requests for Payment-“I Form”	37
Resolution 3356-Adopt Uniform Public Works Construction Cost Accounting	45
Resolution 3356-Summary.....	4
RFP/RFQ Development	17
RFP/RFQ Evaluation Factors and Method	20
RFP/RFQ Opening.....	19
RFP/RFQ Procedures	18
RFP/RFQ-Award of Contract.....	21
Sample “I Form”	63
Sample Contract Payment Form.....	65
Sample Informal Bid Form.....	59
Sample Purchase Order	57
Sample Signature Form.....	61
Sample Telephone Bid Form.....	59
Sample Travel Authorization and Payment Form	67
Sole Source Procurements.....	35
Specific Blanket Contracts	36
Stockless Purchasing.....	35
Vehicle Repair Invoices	38

Local Agency ¹	Procurement Type	Solicitation Threshold Requirements			Contract Award Thresholds		
		None Required	Informal	Formal	Level 1 (Department Director) ²	Level 2 (City Manager)	Level 3 (City Council)
Arroyo Grande (existing) <i>(2000)³, 18,456</i>	Goods, General Services	Up to \$1,500	\$1,501 to \$10,000	Greater than \$10,000	Up to \$5,000	Up to \$10,000	Greater than \$10,000
	Professional Services	Up to \$1,500	\$1,501 to \$25,000	Greater than \$25,000	Up to \$5,000	Up to \$25,000	Greater than \$25,000
	Public Projects ⁴	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	Not applicable	CUPCCAA formal	Not applicable ⁹
Arroyo Grande (2023 proposed)	Goods, Services	Up to \$5,000	Up to \$50,000	Greater than \$50,000	Up to \$50,000	Up to \$100,000	Greater than \$100,000
	Public Projects	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	Up to \$60,000	CUPCCAA Informal	CUPCCAA formal
Atascadero (2022), 29,708	Goods, Services	Up to \$30,000 ⁵	\$30,001 to \$100,000 ⁵	Greater than \$100,000 ⁵	Up to \$30,000 ⁵	Up to \$100,000 ⁵	Greater than \$100,000 ⁵
	Public Projects ⁴	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	Up to \$30,000	CUPCCAA informal	CUPCCAA formal
Lompoc⁶ (2017), 43,834	Goods, Services	CUPCCAA limit ⁵	CUPCCAA limit ⁵	CUPCCAA limit ⁵	CUPCCAA informal if delegated ⁵	CUPCCAA informal ⁵	CUPCCAA formal ⁵
	Public Projects ⁴	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	CUPCCAA informal ^{5,7}	CUPCCAA informal	CUPCCAA formal
Morro Bay⁶ (2022), 10,779	Goods	Up to \$10,000 ⁵	\$10,001 to \$125,000 ⁵	Greater than \$125,000 ⁵	Up to \$25,000 ⁵	Up to \$125,000 ⁵	Greater than \$125,000 ⁵
	Services	Up to \$40,000 ⁵	\$40,001 to \$125,000 ⁵	Greater than \$125,000 ⁵	Up to \$25,000 ⁵	Up to \$125,000 ⁵	Greater than \$125,000 ⁵
	Public Projects ⁴	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	Up to \$25,000 ⁵	CUPCCAA informal	CUPCCAA formal
Paso Robles⁶ (2022), 31,000	Goods	Less than \$10,000 ⁵	\$10,000 to \$100,000 ⁵	Greater than \$100,000 ⁵	Up to \$50,000 ⁵	Up to \$100,000 ⁵	Greater than \$100,000 ⁵
	Services	Less than \$40,000 ⁵	\$40,000 to \$150,000 ⁵	Greater than \$150,000 ⁵	Up to \$50,000 ⁵	Up to \$100,000 ⁵	Greater than \$100,000 ⁵
	Public Projects ⁴	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	Up to \$50,000 ⁵	Up to \$100,000	Greater than \$100,000
Pismo Beach (2022), 8,036	Goods, Services	Up to \$2,500 ⁵	Up to \$50,000 ⁵	Greater than \$50,000 ⁵	Up to \$15,000 ⁵	Up to \$50,000 ⁵	Greater than \$50,000 ⁵
	Public Projects ⁴	Up to \$50,000	\$50,000 to \$200,000	Greater than \$200,000	Up to \$15,000 ⁵	Up to \$50,000	Greater than \$50,000
San Luis Obispo⁶ (2022), 47,545	Goods	Up to \$9,999 ⁵	\$10,000 to \$74,999 ⁵	Greater than \$74,999 ⁵	Up to \$74,999 ⁵	Up to \$199,999 ^{5,8}	Greater than \$199,999 ⁵
	Services	Up to \$9,999 ⁵	Up to \$39,999 ⁵	Greater than \$39,999 ⁵	Up to \$9,999 ⁵	Up to \$149,999 ^{5,8}	Greater than \$149,999 ⁵
	Public Projects ⁴	Up to \$14,999	Up to \$59,999	Greater than \$59,999	Up to \$59,999 ⁵	Up to \$199,999 ⁸	Greater than \$199,999
Santa Maria⁶ (2018), 109,711	Goods, Services	Up to \$10,000 ⁵	\$10,001 to \$75,000 ⁵	Greater than \$75,000 ⁵	Up to \$75,000 ⁵	Up to \$75,000 (Director) ⁵	Greater than \$75,000 ⁵
	Public Projects ⁴	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	CUPCCAA informal ⁵	CUPCCAA informal	Not applicable ⁹
Grover Beach¹⁰ (2023 proposed), 12,711	Goods, Services	Up to \$5,000 ⁵	\$5,001 to \$50,000 ⁵	Greater than \$50,000 ⁵	Up to \$50,000 ⁵	Up to \$100,000 ⁵	Greater than \$100,000 ⁵
	Public Projects	CUPCCAA limit	CUPCCAA limit	CUPCCAA limit	Up to \$60,000	CUPCCAA Informal	CUPCCAA formal

Notes:

¹The information below each city references the year of the last update to the purchasing ordinance and population size, respectively.

²Level 1 may include sub-delegation to departmental managers.

³The last comprehensive update of Arroyo Grande's purchasing policies and procedures was 2000.

⁴CUPCCAA refers to the California Uniform Public Construction Cost Accounting Act. 2023 bidding thresholds are: up to \$60,000, no bids required; \$60,001 to \$200,000, informal bids; greater than \$200,000, formal bids.

⁵Green text represents solicitation and contract award thresholds that are higher than Arroyo Grande's current limits.

⁶The cities of Lompoc, Morro Bay, Paso Robles, San Luis Obispo, and Santa Maria authorize the city manager to develop, implement and update procedures for administering the purchasing ordinance.

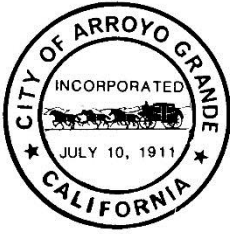
⁷The department director responsible for the procurement may award CUPCCAA contracts up to the informal threshold limit if such authority is delegated.

⁸The city manager may award contracts for goods, services and public projects at the levels established for Council approval if such authority is delegated.

⁹The cities of Arroyo Grande and Santa Maria request Council Approval of construction plans and specifications. Contracts are awarded by the city manager.

¹⁰The city of Grover Beach adopted an updated ordinance on August 28, 2023.

DRAFT



MEMORANDUM

TO: City Council

FROM: Shannon Sweeney, Acting Public Works Director/City Engineer

SUBJECT: Consider Introduction of Tally Ho Road Speed Limit Reduction Ordinance

DATE: September 26, 2023

SUMMARY OF ACTION:

Recommend that City Council waive first reading and introduce for reading by title only an ordinance authorizing a speed limit reduction on Tally Ho Road between James Way and Highway 227 from 35 miles per hour (mph) to 30 mph (Attachment 1).

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

A significant number of staff hours have been spent to date, including:

- Evaluating current conditions
- Developing and implementing a restriping plan
- Conducting multiple speed surveys, and
- Meeting with and communicating with the neighborhood residents, most recently with a postcard survey intended to receive feedback on the potential reduction of the current 35 mph to 30 mph.

A small financial impact on staff and resources is anticipated to replace the existing 35 mph speed limit signs with 30 mph signs, and possibly an increase in education and enforcement for a short time following the speed limit adjustment, and periodically thereafter.

RECOMMENDATION:

1) Waive the first reading and introduce for reading by title only an ordinance authorizing a speed limit reduction on Tally Ho Road between James Way and Highway 227 from 35 mph to 30 mph' and 2) Make findings that the speed limit adjustment is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.) Other than the replacement of existing street signs, there is no additional physical alteration or

Item 12.a.

City Council
Consider Introduction of Tally Ho Road Speed Limit Reduction Ordinance
September 26, 2023
Page 2

construction associated with this action, and this speed adjustment is not anticipated to alter traffic patterns other than to reduce speed.

BACKGROUND:

Following numerous residential complaints about speeding, a speed survey was conducted on Tally Ho Road east of James Way from February 8-15, 2021. That speed survey (Exhibit A of Attachment 1) indicated an 85th percentile of 41 mph, which is then rounded to the nearest 0 or 5, or in this case 40 mph. Posted speed limits are only enforceable 5 mph below the 85th percentile, or in this case 35 mph, the current posted speed limit.

Although the posted speed limit of 35 mph was the lowest postable enforceable speed allowable at that time, many residents continued to express safety concerns with the existing speed. City staff hosted two well-attended meetings in the Tally Ho neighborhood, one on September 2, 2021, and the other on May 25, 2022. In response to resident input and the residential and family character of this neighborhood, staff developed a street restriping plan (Attachment 2) and implemented this restriping plan in winter 2022. Following the street restriping, intended to calm traffic, reduce excessive speeding, and provide a bike lane, a new speed study was conducted from July 6-13, 2023. That speed survey (included in Exhibit A of Attachment 1) indicated an 85th percentile of 36 mph, which is then rounded to the nearest 0 or 5, or in this case 35 mph. The new speed survey indicates that the restriping was successful in lowering vehicle speed. However, residents continue to have safety concerns with the current speed limit of 35 mph.

Public Works staff spoke with Commander Zak Ayala, who supervises the Arroyo Grande Police Department Traffic Division to confirm that the proposed Ordinance has their full support.

ANALYSIS OF ISSUES:

The 2006 California Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans Policy Directive 09-04 recommend setting a speed limit at the nearest 5 mph increment to the 85th percentile speed of free-flowing traffic. According to the latest speed survey, this recommended speed is 35 mph.

The MUTCD and Caltrans Policy Directive 09-04 allow for speed limit reduction below the 85th percentile, if the conditions and justification for this lower speed limit are documented in an engineering and traffic study (E&TS) and approved by a registered Civil or Traffic Engineer.

Factors that may be considered when considering a speed limit reduction 5 mph below the 85th percentile speed include the following (a definition of each factor below):

- Road characteristics, shoulder condition, grade, alignment, and sight distance;

Item 12.a.

City Council

Consider Introduction of Tally Ho Road Speed Limit Reduction Ordinance

September 26, 2023

Page 3

- The pace speed;
- Roadside development and environment;
- Parking practices and pedestrian activity; and
- Reported crash experience for at least a 12-month period.

Road Characteristics

There are no road characteristics on this section of Tally Ho Road, such as shoulder condition, grade, alignment, or sight distance that justify a lower speed limit.

Pace Speed

Based on the speed survey conducted in July 2023, both eastbound and westbound pace speed (10 mph increment of speed containing the largest number of vehicles) in this area averages 27-36 mph. Average speed eastbound is 31.4 mph and westbound 31.6 mph. Given that 30 mph is within the pace speed range, this lower speed limit is justified.

Roadside Development and Environment

California Vehicle Code (CVC) §515 defines a “residence district” adjacent to a highway as a section of highway that contains 16 or more separate dwelling houses within a quarter mile. This 0.37-mile section of road contains 42 residences, which is the equivalent of 28 homes per quarter mile, which would easily qualify this area as residential if this were a highway. The Vehicle Code does not provide a definition for residential districts for streets not defined as highways.

In the E&TS, the engineer may consider conditions unforeseen to the driver as justification for a lower speed limit. Forty-two residential properties front Tally Ho Road between James Way and Highway 227; however, six properties are flag lots, meaning that only thin drive approaches front the street and the residential structures on these lots are not visible to drivers on Tally Ho Road. Therefore, there are more residences on the street that are apparent to the driver, which contributes towards justifying a lower speed limit. An aerial image of the street is located in the E&TS in Exhibit A of Attachment 1.

Parking Practices and Pedestrian Activity

The restriping plan reduced parking only one side of the street so parking practices do not help justify a lower speed limit. However, the residential nature of this neighborhood and associated pedestrian traffic and children playing in the yards and on the sidewalks of the street, as well as the presence of a school bus stop, contribute to justifying a lower speed limit.

Collision History

Collision history must consider for at least a 12-month period. To date this year, there have been no reported collisions. There were two collisions in all of calendar year 2022, and no collisions in all of 2021. Anecdotally, many residents shared near miss accidents, excessive speeds, and pets being hit by vehicles due to speeding.

Item 12.a.

City Council
Consider Introduction of Tally Ho Road Speed Limit Reduction Ordinance
September 26, 2023
Page 4

Resident Input

Resident input has driven much of the work to date on this topic. Given that both 30 and 35 mph speed limits are enforceable, staff wished to verify that the interest in a reduced speed limit on this street was widespread and not just the interest of one or two homeowners. To obtain feedback, staff issued a postcard to all 42 residents on Tally Ho Road between James Way and Highway 227. The postcard said:

Dear resident

Some residents on Tally Ho Road between James Way and Highway 227 have requested a lower speed limit. Both 30 mph and 35 mph are supported by data. Before City staff recommend that the speed limit be reduced to 30 mph, we want to hear from you. Please call (805) 473 – 5485 or email ireyes@arroyogrande.org by September 8, 2023, and indicate your preference from the choices below.

- ☐ *Please recommend a speed limit of 30 mph*
- ☐ *Please leave the speed limit of 35 mph*
- ☐ *I have no preference.*

Thank you for your input.

The City received eleven responses. Ten responses requested a speed limit of 30 mph. Of those ten responses, eight indicated a preference for 25 mph. One response requested that the speed limit remain at 35 mph.

California Vehicle Code section 22352 sets the prima facie or expected and accepted speed limit of 25 mph in residential areas when a speed limit is not posted. However, posted speed limits can only be set at the 85th percentile of the speed survey data speeds (in this case the posted speed limit in the Tally Ho neighborhood 35 mph), or 5 mph below the 85th percentile when justified by an E&TS (in this case/recommendation, 30 mph). The posting of other speed limits, not meeting the 85th percentile thresholds are not enforceable, meaning that the issuance of a speeding ticket will generally not be upheld.

An E&TS prepared by Shannon Sweeney, registered Civil Engineer C61453, is included as Exhibit A of Attachment 1. The Ordinance may be adopted after two readings, which would set the date of adoption for the October 10, 2023 City Council meeting.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Introduce an Ordinance reducing Tally Ho speed limit from 35 mph to 30 mph - this is the lowest enforceable speed that can be posted;

Item 12.a.

City Council

Consider Introduction of Tally Ho Road Speed Limit Reduction Ordinance

September 26, 2023

Page 5

2. Do not introduce an Ordinance and do not reduce the posted speed limit of 35 mph, as 35 mph represents the 85th percentile and is within the pace speed window and therefore is enforceable;
3. Remove existing speed limit signs, which would revert the speed limit to the prima facie limit of 25 mph for residential areas per California Vehicle Code (CVC) 22352. While this speed is enforceable, it cannot be posted, and staff is concerned that with no speed limit signs present, speeding will persist and potentially revert to speeds shown in the 2021 speed survey; or
4. Provide other direction to staff.

ADVANTAGES:

The recommended action fulfills the desire of numerous residents on this street for a lower speed limit. Continued resident dissatisfaction and staff time to address concerns are very likely to remain if the speed limit is not reduced. A 25 mph speed limit is enforceable, but only if not posted. Staff is concerned that lack of a posted speed limit sign will not accomplish the desired goal of reducing speed at this location.

DISADVANTAGES:

Since the recommended posted speed limit is within the pace speed of the area where the speed survey was conducted, no negative impacts are anticipated to the surrounding community. Drivers in the area do run a higher risk of receiving a speeding ticket because of the drop in speed limit. This likelihood can be reduced in part through an initial weeklong enforcement period when drivers who exceed the speed limit are provided a warning instead of a ticket.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item. Speed limit adjustment is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.) Other than the replacement of existing street signs, there is no additional physical alteration or construction associated with this action, and this speed adjustment is not anticipated to alter traffic patterns other than to reduce speed.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.

Attachments:

1. Proposed Ordinance
2. Tally Ho Restriping Plan

Item 12.a.

ORDINANCE NO.**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE APPROVING THE REDUCTION IN SPEED LIMIT ON TALLY HO ROAD BETWEEN JAMES WAY AND HIGHWAY 227 FROM 35 MPH TO 30 MPH**

WHEREAS, residents along Tally Ho Road between James Way and Highway 227 have expressed concerns regarding the current speed limit of 35 miles per hour (mph) at this location; and,

WHEREAS, a speed survey on February 8 – 15, 2021 indicated that 35 mph was the lowest enforceable postable speed at the time; and,

WHEREAS, City staff held field meetings on September 2, 2021 and again on May 25, 2022 to receive resident input; and

WHEREAS, in response to resident feedback, staff developed a striping plan and implemented this plan in winter 2022; and,

WHEREAS, the 2006 California Manual on Uniform Traffic Control Devices and Caltrans Policy Directive 09-04 allow for a speed limit reduction below the 85th percentile, if the conditions and justification for this lower speed limit are documented in an engineering and traffic study (E&TS) and approved by a registered Civil or Traffic Engineer.

WHEREAS, a new speed survey conducted July 6 – 13, 2023 indicated that a speed limit of 30 mph can be enforceable if such a speed is justified in an Engineering and Traffic Study (E&TS) developed by registered Civil Engineer; and

WHEREAS, an E&TS has been developed by a registered Civil Engineer, and the engineer is recommending a speed limit of 30 mph (see Exhibit A, incorporated by reference).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Arroyo Grande does ordain as follows:

- 1, The above recitals are true and correct and incorporated herein.
2. The Council hereby approves the reduction in speed limit on Tally Ho Road between James Way and Highway 227 from 35 mph to 30 mph, and authorizes City staff to undertake any necessary changes to effectuate the reduction in the applicable speed limit, including changes to traffic signage in the designated area.
3. This ordinance is not a project subject to the California Environmental Quality Act ("CEQA") because it has no potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State

CEQA Guidelines, §§ 15060, subd. (b)(2)-(3), 15378.) Other than the replacement of existing street signs, there is no additional physical alteration or construction associated with this action, and this speed adjustment is not anticipated to alter traffic patterns other than to reduce speed.

4. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage and after appropriate signs giving notice of the new speed limit are posted upon the street affected by the Ordinance.

On motion by Council Member _____, seconded by Council Member _____, and by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

The foregoing Ordinance was adopted this ____ day of _____, 2023.

CAREN RAY RUSSOM, MAYOR

ATTEST:

JESSICA MATSON, CITY CLERK

APPROVED AS TO CONTENT:

BILL ROBESON, INTERIM CITY MANAGER

APPROVED AS TO FORM:

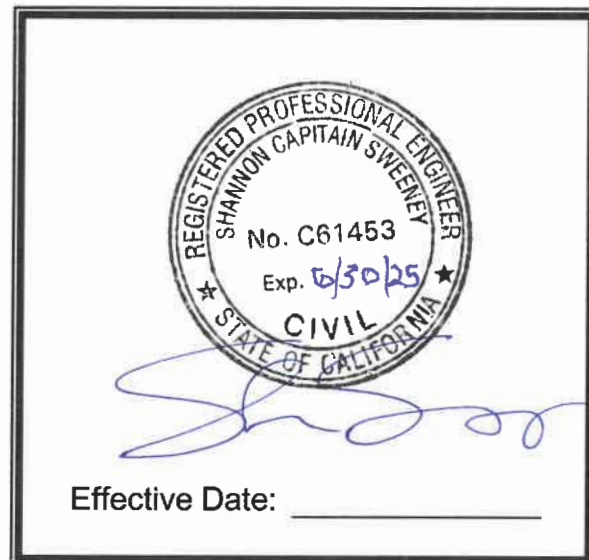
ISAAC ROSEN, CITY ATTORNEY

EXHIBIT A
Engineering and Traffic Study (E&TS)



Public Works Department

Engineering and Traffic Study
Tally Ho Road
James Way to Highway 227



Introduction

An Engineering and Traffic Survey or E&TS is required to justify speed limits below the 85th percentile. A complete E&TS includes:

- A cover sheet / title page.
- A signature / P.E. stamp / acceptance with the effective date.
- Justification / summary of finding including the consultation of local law enforcement and engineering officials.
- Raw accident data for a three-year history for comparison with average or similar intersections.
- Vehicle Speed Survey sheets for each area.
- A declaration or order or ordinance approving the lowering from 55mph or 65mph (State roads) or raising from 25mph (local and county streets).
- A strip map.

Cover Sheet/Title Page

The front page of this document serves as the cover sheet and title page of this E&TS.

Signature / P.E. stamp / Acceptance with Effective Date

The front page of this document includes the P.E. stamp and signature of the engineer who prepared this study, along with a location to add the effective date should City Council approve this speed limit adjustment.

Justification / Summary of Finding

The 2006 California Manual on Uniform Traffic Control Devices (MUTCD) and Caltrans Policy Directive 09-04 recommend setting a speed limit at the nearest 5 mph increment to the 85th percentile speed of free-flowing traffic. According to the latest speed survey, this recommended speed is 35 mph.

The MUTCD and Caltrans Policy Directive 09-04 allow for speed limit reduction below the 85th percentile, if the conditions and justification for this lower speed limit are documented in an engineering and traffic study (E&TS) and approved by a registered Civil or Traffic Engineer.

Factors that may be considered when considering a speed limit reduction 5 mph below the 85th percentile speed include the following:

- Road characteristics, shoulder condition, grade, alignment, and sight distance
- The pace speed
- Roadside development and environment
- Parking practices and pedestrian activity; and
- Reported crash experience for at least a 12-month period.

Road Characteristics

There are no road characteristics on this section of Tally Ho Road, such as shoulder condition, grade, alignment, or sight distance that justify a lower speed limit.

Pace Speed

Based on the speed survey conducted July 2023, both eastbound and westbound pace speed (10 mph increment of speed containing the largest number of vehicles) in this area averages 27-36 mph. Average speed eastbound is 31.4 mph and westbound 31.6 mph. Given that 30 mph is within the pace speed range, this lower speed limit is justified.

Roadside Development and Environment

California Vehicle Code (CVC) §515 defines a “residence district” adjacent to a highway as a section of highway that contains 16 or more separate dwelling houses within a quarter mile. This 0.37-mile section of road contains 42 residences, which is the equivalent of 28 homes per quarter mile, which would easily qualify this area as residential if this were a highway. The vehicle code does not provide a definition for residential districts for streets not defined as highways.

In the E&TS, the engineer may consider conditions unforeseen to the driver as justification for a lower speed limit. Forty-two residential properties front Tally Ho Road between James Way and Highway 227; however, six properties are flag lots, meaning that only thin drive approaches front the street and the residential structures on these lots are not visible to drivers on Tally Ho Road. Therefore, there are more residences on the street that are apparent to the driver, which contributes towards justifying a lower speed limit. An aerial image of the street is located in the E&TS in Attachment 4.

Parking Practices and Pedestrian Activity

The restriping plan reduced parking only one side of the street so parking practices do not help justify a lower speed limit. However, the residential nature of the street as well as the presence of a school bus stop do contribute to justifying a lower speed limit.

Collision History

Collision history must consider least a 12-month period. To date this year, there have been no reported collisions. There were two collisions in all of calendar year 2022, and no collisions in all of 2021.

Coordination with Law Enforcement

The recommendation to lower the speed limit to 30 mph was discussed on September 13, 2023 with Commander Zach Ayala of the Arroyo Grande Police Department who supervises the traffic division. He is in full support of this recommendation.

Raw accident data

Table 1 summarizes the number of accidents that have occurred in this stretch of road.

Table 1: Collision History

Year	Number of Accidents
2023 (through September 6)	0
2022	2
2021	0
2020	3
2019	1
2018	3

Vehicle Speed Survey sheets

The latest speed survey is included as Exhibit A.

Resolution

The resolution associated with this recommendation is included as Exhibit B.

Strip map

A strip map of the section of Tally Ho Road between James Way and Highway 227 is included as Exhibit C.

EXHIBIT A

**Speed Survey
July 6-13, 2023**

Arroyo Grande Police Department

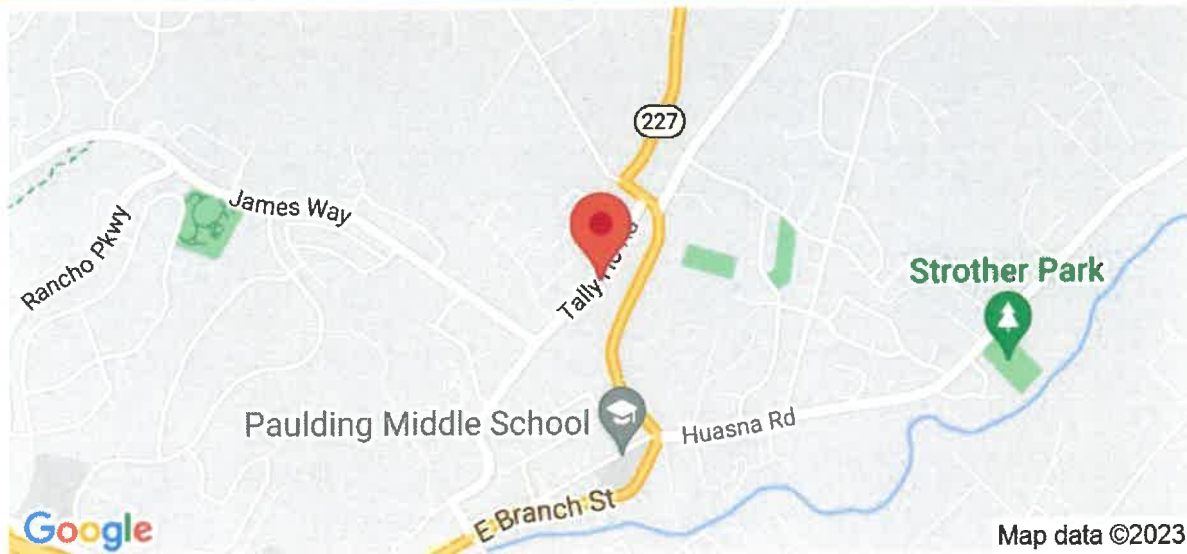
Survey Description

Survey Details

Survey Location	300 Talley Ho Rd, Arroyo Grande, CA	
Survey GPS Coordinates	35.131944438549795, -120.57203049962384	
Survey Dates	Start	Stop
	Thursday, 7/6/2023 8:50 AM	Thursday, 7/13/2023 9:15 AM
Posted Speed Limit	35 (mph)	
Traffic Zone		
File Name	STALKER_ROADSIDE_LOG_150717_EP001373_C14A@2023-07-13_09-38-25.xml	
Device Type	TDC	
Device Serial Number	SNAA000000	
Survey Note	Notes:	

Total Vehicle Count	21947	
<i>Traffic Direction</i>	East (Closing)	West (Away)
<i>Vehicle Count</i>	9833	12114

Survey Map



Arroyo Grande Police Department

Survey Summary

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Survey Result

Total Vehicle Count	21947		
Traffic Direction	Closing	Away	Combined
	East	West	
Vehicle Count	9833	12114	21947
Posted Speed Limit	35 (mph)		
<i>Vehicles Under the Speed Limit Count</i>	8065	9624	17689
<i>Vehicles Under the Speed Limit Percentage</i>	82.02%	79.45%	80.6%
<i>Vehicles Over the Speed Limit Count</i>	1768	2490	4258
<i>Vehicles Over the Speed Limit Percentage</i>	17.98%	20.55%	19.4%
Excessive Speed Threshold	45 (mph)		
<i>Vehicles Over the Excessive Speed Count</i>	23	205	228
<i>Vehicles Over the Excessive Speed Percentage</i>	0.23%	1.69%	1.04%
<i>Average Speed Over Limit</i>	37.9 (mph)	39.3 (mph)	38.72 (mph)
Speed Profile			
Average Speed	31.4 (mph)	31.59 (mph)	31.51 (mph)
Minimum Speed	3 (mph)	6 (mph)	3 (mph)
Maximum Speed	63 (mph)	85 (mph)	85 (mph)
85th Percentile Speed	36 (mph)	36 (mph)	36 (mph)
Standard Deviation	5 (mph)	6 (mph)	5 (mph)
10 mph Pace	27-36 (mph)	27-36 (mph)	27-36 (mph)
In Pace Count	7013	7947	14960
Data Recording Limits			
Highest Speed Allowed	120 (mph)		
Lowest Speed Allowed	10 (mph)		
Minimum Following Time	2 Second(s)		

Arroyo Grande Police Department

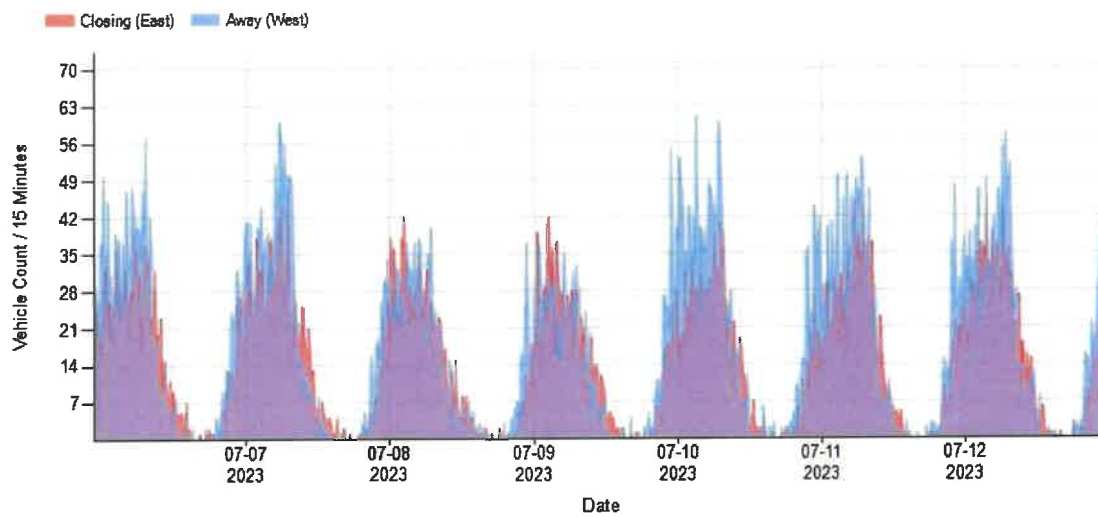
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** **Stop**
Thursday, 7/6/2023 8:50 AM Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Count vs Time Chart

Date Range: 2023-07-06 - 2023-07-13

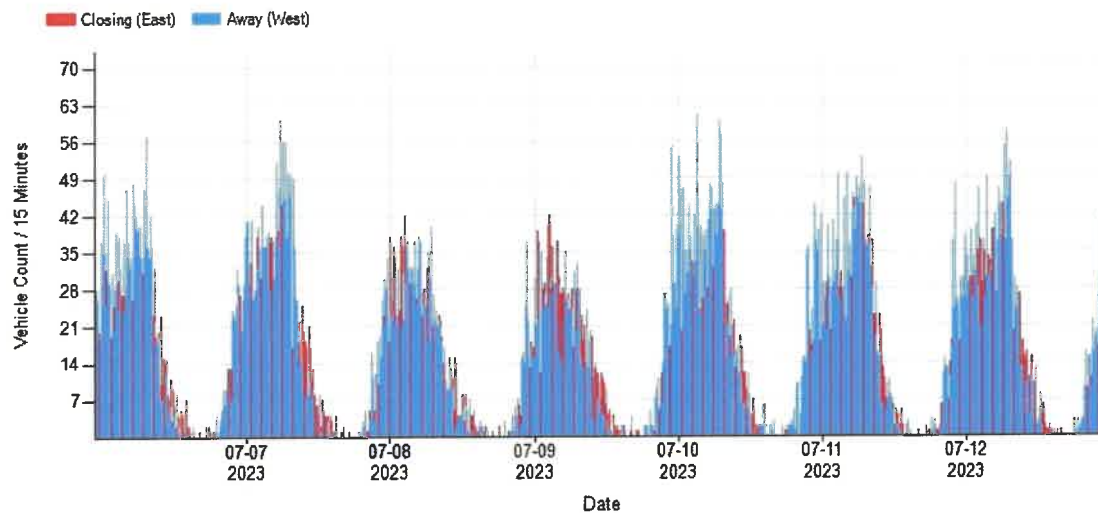
Direction: Both



Count vs Time - Bar Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

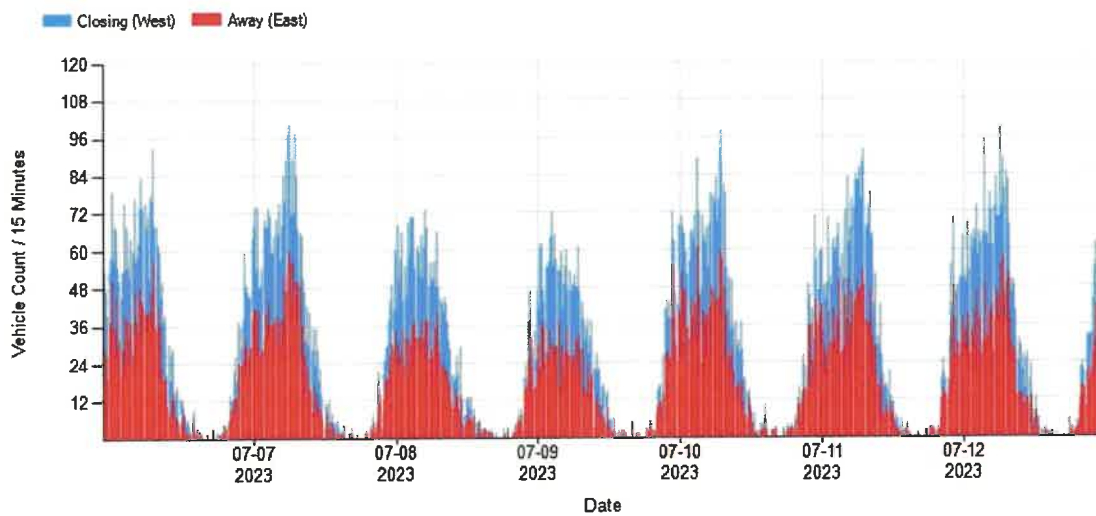
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Count vs Time - StackedBar Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Count vs Time Tabular

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Date Time	Away Count	Closing Count	Total Count	Average Speed	Percentile Speed	Std Deviation	Avg Violator Speed	Peak Speed
2023-07-06 08:00	17	16	33	31	38	4	38	41
2023-07-06 09:00	119	76	195	30	37	7	40	81
2023-07-06 10:00	149	118	267	31	38	5	37	44
2023-07-06 11:00	113	97	210	31	38	5	39	68
2023-07-06 12:00	136	121	257	31	38	5	37	45
2023-07-06 13:00	130	111	241	30	37	5	39	59
2023-07-06 14:00	147	103	250	31	38	6	40	74
2023-07-06 15:00	171	134	305	30	37	5	38	60
2023-07-06 16:00	151	111	262	31	38	5	37	48
2023-07-06 17:00	175	128	303	32	40	4	38	51
2023-07-06 18:00	104	101	205	30	37	5	38	50
2023-07-06 19:00	46	63	109	32	40	4	39	51
2023-07-06 20:00	38	47	85	32	40	5	39	69
2023-07-06 21:00	18	29	47	31	38	4	40	45
2023-07-06 22:00	12	17	29	32	40	4	37	42
2023-07-06 23:00	7	12	19	31	38	3	37	37
2023-07-07 00:00	3	5	8	28	35	5	0	34
2023-07-07 01:00	3	0	3	36	45	7	41	42
2023-07-07 02:00	0	1	1	33	41	0	0	33
2023-07-07 03:00	2	4	6	31	38	3	36	36
2023-07-07 04:00	3	2	5	33	41	2	37	37
2023-07-07 05:00	15	4	19	31	38	6	38	44
2023-07-07 06:00	43	30	73	32	40	5	38	48
2023-07-07 07:00	74	45	119	31	38	5	38	44
2023-07-07 08:00	101	79	180	32	40	6	39	68
2023-07-07 09:00	129	90	219	30	37	6	39	72
2023-07-07 10:00	141	112	253	29	36	5	38	43
2023-07-07 11:00	129	114	243	30	37	5	38	49
2023-07-07 12:00	153	118	271	32	40	4	38	67
2023-07-07 13:00	139	113	252	30	37	4	37	42

Arroyo Grande Police Department

Date Time	Away Count	Closing Count	Total Count	Average Speed	Percentile Speed	Std Deviation	Avg Violator Speed	Peak Speed
2023-07-07 14:00	150	128	278	31	38	4	37	44
2023-07-07 15:00	199	164	363	30	37	6	38	72
2023-07-07 16:00	191	129	320	30	37	6	39	75
2023-07-07 17:00	187	113	300	31	38	5	38	52
2023-07-07 18:00	89	86	175	31	38	4	38	48
2023-07-07 19:00	57	76	133	32	40	4	38	44
2023-07-07 20:00	44	70	114	31	38	5	38	45
2023-07-07 21:00	21	33	54	31	38	4	38	42
2023-07-07 22:00	14	16	30	30	37	5	38	42
2023-07-07 23:00	9	13	22	32	40	5	39	41
2023-07-08 00:00	3	7	10	35	43	5	40	45
2023-07-08 01:00	0	4	4	35	43	2	37	39
2023-07-08 02:00	2	3	5	36	45	12	52	55
2023-07-08 03:00	0	1	1	43	53	0	43	43
2023-07-08 04:00	1	1	2	34	42	8	42	42
2023-07-08 05:00	9	2	11	30	37	6	37	39
2023-07-08 06:00	21	11	32	31	38	5	39	44
2023-07-08 07:00	43	22	65	32	40	4	38	47
2023-07-08 08:00	79	54	133	31	38	5	39	56
2023-07-08 09:00	119	76	195	31	38	4	37	41
2023-07-08 10:00	108	125	233	32	40	4	38	71
2023-07-08 11:00	101	105	206	32	40	5	38	78
2023-07-08 12:00	122	146	268	31	38	6	38	66
2023-07-08 13:00	130	107	237	32	40	4	38	46
2023-07-08 14:00	127	111	238	31	38	4	38	45
2023-07-08 15:00	124	111	235	30	37	5	38	45
2023-07-08 16:00	116	99	215	30	37	6	39	60
2023-07-08 17:00	100	83	183	31	38	5	38	69
2023-07-08 18:00	78	76	154	32	40	5	39	71
2023-07-08 19:00	45	48	93	31	38	4	37	40
2023-07-08 20:00	40	42	82	31	38	5	37	42
2023-07-08 21:00	20	21	41	29	36	4	38	39
2023-07-08 22:00	19	21	40	31	38	3	39	45
2023-07-08 23:00	10	13	23	29	36	6	40	45
2023-07-09 00:00	9	4	13	30	37	8	43	46
2023-07-09 01:00	6	2	8	27	33	6	42	42
2023-07-09 02:00	1	3	4	34	42	3	39	39
2023-07-09 03:00	0	0	0	0	0	0	0	0
2023-07-09 04:00	3	3	6	30	37	7	45	45
2023-07-09 05:00	3	1	4	31	38	7	37	37
2023-07-09 06:00	13	2	15	30	37	6	42	48

Arroyo Grande Police Department

Date Time	Away Count	Closing Count	Total Count	Average Speed	Percentile Speed	Std Deviation	Avg Violator Speed	Peak Speed
2023-07-09 07:00	34	18	52	30	37	6	38	42
2023-07-09 08:00	99	37	136	31	38	6	39	58
2023-07-09 09:00	73	55	128	32	40	5	37	45
2023-07-09 10:00	112	99	211	32	40	6	39	78
2023-07-09 11:00	111	90	201	31	38	4	37	43
2023-07-09 12:00	112	147	259	31	38	4	37	43
2023-07-09 13:00	108	108	216	31	38	4	37	43
2023-07-09 14:00	103	107	210	32	40	4	37	47
2023-07-09 15:00	100	99	199	31	38	5	39	77
2023-07-09 16:00	112	97	209	32	40	4	38	49
2023-07-09 17:00	86	81	167	32	40	4	38	51
2023-07-09 18:00	67	61	128	31	38	5	38	45
2023-07-09 19:00	50	66	116	31	38	5	38	52
2023-07-09 20:00	29	36	65	31	38	4	37	41
2023-07-09 21:00	24	35	59	30	37	5	38	43
2023-07-09 22:00	4	14	18	31	38	5	38	39
2023-07-09 23:00	1	7	8	34	42	7	40	47
2023-07-10 00:00	5	2	7	32	40	3	38	38
2023-07-10 01:00	4	1	5	27	33	7	38	38
2023-07-10 02:00	1	0	1	24	30	0	0	24
2023-07-10 03:00	0	2	2	39	48	8	48	48
2023-07-10 04:00	7	1	8	32	40	7	40	45
2023-07-10 05:00	13	5	18	29	36	7	40	44
2023-07-10 06:00	36	21	57	31	38	7	38	50
2023-07-10 07:00	91	52	143	32	40	6	39	48
2023-07-10 08:00	130	72	202	32	40	6	39	64
2023-07-10 09:00	137	84	221	32	40	5	37	44
2023-07-10 10:00	169	79	248	30	37	5	38	51
2023-07-10 11:00	150	95	245	31	38	4	37	50
2023-07-10 12:00	154	115	269	31	38	5	37	47
2023-07-10 13:00	159	112	271	31	38	5	40	67
2023-07-10 14:00	133	107	240	31	38	6	39	60
2023-07-10 15:00	184	129	313	31	38	5	38	65
2023-07-10 16:00	191	135	326	31	38	6	38	82
2023-07-10 17:00	149	127	276	32	40	6	38	76
2023-07-10 18:00	88	79	167	32	40	4	37	50
2023-07-10 19:00	67	67	134	32	40	4	38	47
2023-07-10 20:00	43	64	107	30	37	5	37	43
2023-07-10 21:00	28	15	43	29	36	9	44	58
2023-07-10 22:00	4	15	19	30	37	4	38	41
2023-07-10 23:00	7	7	14	33	41	7	39	45

Arroyo Grande Police Department

Date Time	Away Count	Closing Count	Total Count	Average Speed	Percentile Speed	Std Deviation	Avg Violator Speed	Peak Speed
2023-07-11 00:00	8	5	13	30	37	5	39	39
2023-07-11 01:00	6	1	7	29	36	13	58	58
2023-07-11 02:00	2	0	2	40	50	7	48	48
2023-07-11 03:00	4	3	7	32	40	6	40	44
2023-07-11 04:00	9	4	13	32	40	5	39	41
2023-07-11 05:00	23	6	29	32	40	5	39	50
2023-07-11 06:00	42	21	63	30	37	6	39	44
2023-07-11 07:00	99	48	147	30	37	7	39	65
2023-07-11 08:00	117	80	197	32	40	5	38	47
2023-07-11 09:00	147	61	208	32	40	6	40	69
2023-07-11 10:00	101	93	194	31	38	6	39	63
2023-07-11 11:00	136	95	231	30	37	4	38	49
2023-07-11 12:00	147	102	249	30	37	5	41	63
2023-07-11 13:00	121	93	214	31	38	6	39	61
2023-07-11 14:00	156	124	280	32	40	6	39	68
2023-07-11 15:00	169	141	310	31	38	5	38	63
2023-07-11 16:00	195	147	342	31	38	5	38	68
2023-07-11 17:00	162	133	295	32	40	4	38	48
2023-07-11 18:00	113	117	230	31	38	5	38	64
2023-07-11 19:00	63	80	143	31	38	5	37	43
2023-07-11 20:00	24	44	68	31	38	5	38	51
2023-07-11 21:00	34	25	59	31	38	4	39	43
2023-07-11 22:00	11	14	25	31	38	5	38	42
2023-07-11 23:00	3	8	11	30	37	5	42	42
2023-07-12 00:00	4	1	5	35	43	14	50	63
2023-07-12 01:00	0	0	0	0	0	0	0	0
2023-07-12 02:00	1	0	1	36	45	0	36	36
2023-07-12 03:00	2	0	2	32	40	7	39	39
2023-07-12 04:00	8	2	10	34	42	7	41	53
2023-07-12 05:00	7	7	14	29	36	6	39	39
2023-07-12 06:00	50	29	79	30	37	9	41	71
2023-07-12 07:00	88	51	139	31	38	7	39	61
2023-07-12 08:00	127	73	200	31	38	6	40	64
2023-07-12 09:00	123	90	213	31	38	6	39	67
2023-07-12 10:00	125	97	222	31	38	6	39	62
2023-07-12 11:00	134	114	248	32	40	4	38	60
2023-07-12 12:00	130	132	262	32	40	4	37	45
2023-07-12 13:00	138	152	290	30	37	6	38	54
2023-07-12 14:00	142	127	269	31	38	5	39	65
2023-07-12 15:00	165	138	303	32	40	7	39	73
2023-07-12 16:00	187	137	324	31	38	6	38	85

Arroyo Grande Police Department

Date Time	Away Count	Closing Count	Total Count	Average Speed	Percentile Speed	Std Deviation	Avg Violator Speed	Peak Speed
2023-07-12 17:00	175	124	299	31	38	4	37	42
2023-07-12 18:00	101	93	194	32	40	5	37	43
2023-07-12 19:00	51	56	107	31	38	5	38	52
2023-07-12 20:00	39	53	92	31	38	5	39	48
2023-07-12 21:00	28	29	57	31	38	5	39	51
2023-07-12 22:00	16	17	33	30	37	6	38	44
2023-07-12 23:00	2	7	9	32	40	5	39	43
2023-07-13 00:00	2	2	4	32	40	3	39	39
2023-07-13 01:00	1	0	1	44	55	0	44	44
2023-07-13 02:00	0	1	1	31	38	0	0	31
2023-07-13 03:00	0	0	0	0	0	0	0	0
2023-07-13 04:00	8	3	11	31	38	5	38	39
2023-07-13 05:00	12	6	18	29	36	7	37	39
2023-07-13 06:00	58	27	85	30	37	7	38	52
2023-07-13 07:00	71	52	123	32	40	7	39	74
2023-07-13 08:00	140	74	214	30	37	6	39	67
2023-07-13 09:00	31	18	49	30	37	5	37	40

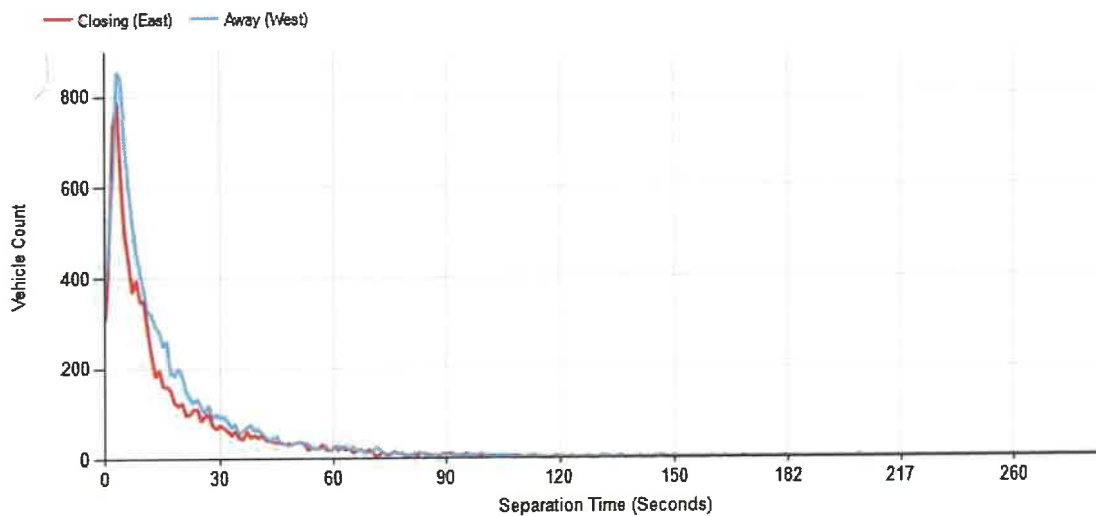
Arroyo Grande Police Department**Survey Description**

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** **Stop**
Thursday, 7/6/2023 8:50 AM Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Count vs Separation Time Chart

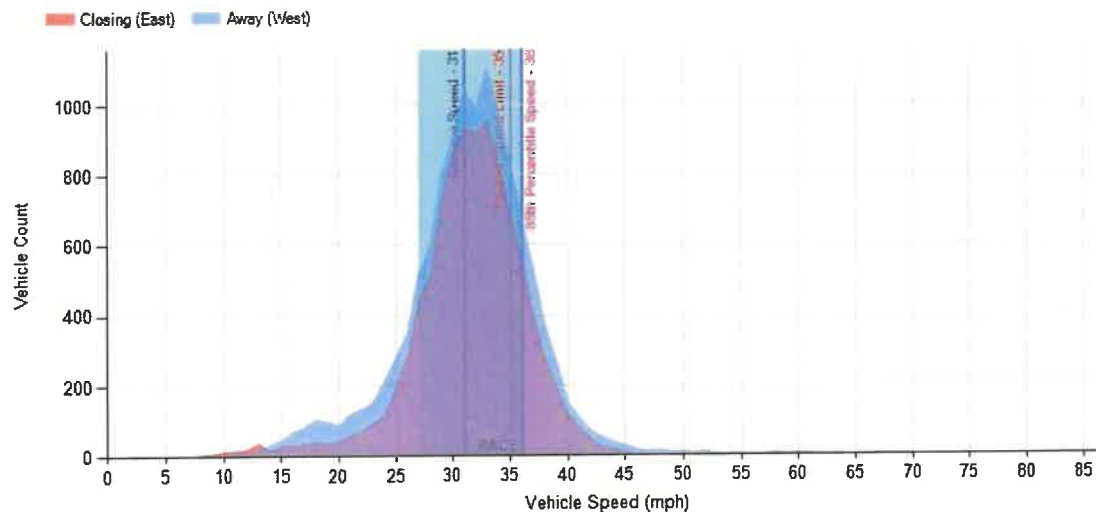
Date Range: 2023-07-06 - 2023-07-13

Direction: Both

**Count vs Speed Chart**

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

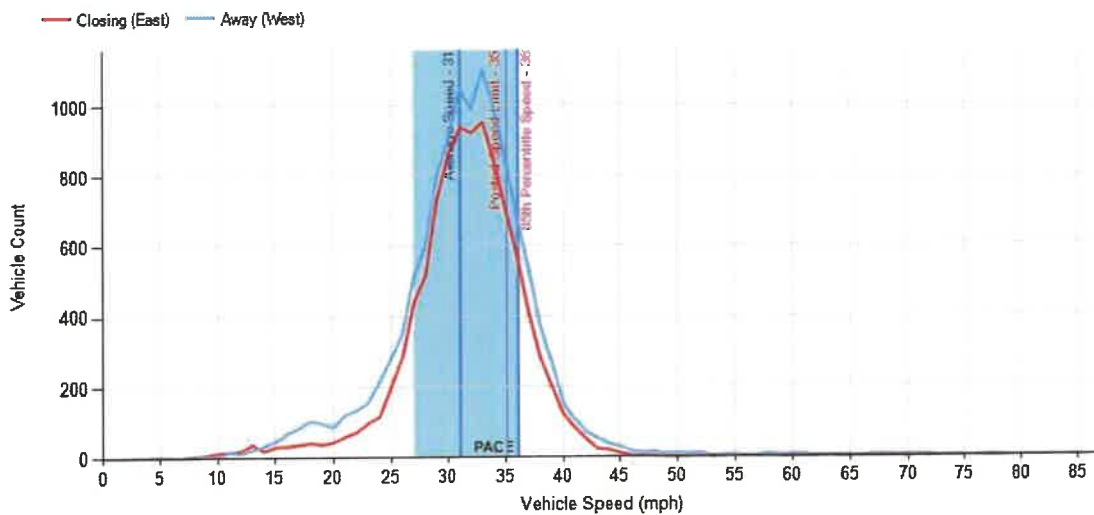
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Count vs Speed - Line Chart

Date Range: 2023-07-06 - 2023-07-13

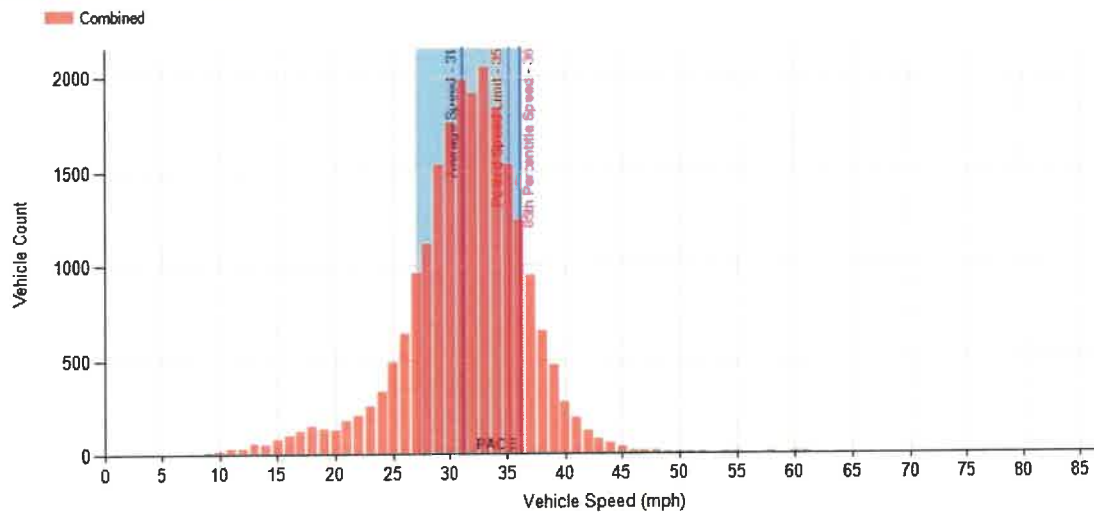
Direction: Both



Count vs Speed - StackedBar Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Speed - Volume Matrix

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	60		1	2	8	10	27	8	2	1			1					
01:00 - 01:59	28			4	6	4	6	3	4			1						
02:00 - 02:59	15				2	3	5	2		2	1							
03:00 - 03:59	18				3	3	6	3	2	1								
04:00 - 04:59	55			1	10	6	23	10	4		1							
05:00 - 05:59	113		3	11	4	28	42	22	2	1								
06:00 - 06:59	404		19	19	29	96	149	71	15	4	1					1		
07:00 - 07:59	788	5	14	36	56	172	302	158	30	12			2		1			
08:00 - 08:59	1295	3	15	46	87	333	535	220	38	6	2	4	4	2				
09:00 - 09:59	1428	4	20	32	110	390	596	229	32	3	2	5	1	2	1		1	
10:00 - 10:59	1628	3	25	45	115	486	650	255	39	2	1	3	2		1	1		
11:00 - 11:59	1584	3	10	29	105	497	661	246	20	7	1	2	1	1		1		
12:00 - 12:59	1835	1	19	35	108	516	795	329	23	1	2	2	2	2				
13:00 - 13:59	1721	8	7	45	122	506	741	240	37	4	6	3	1	1				
14:00 - 14:59	1765	2	18	41	93	495	788	277	34	5	6	1	1	3	1			
15:00 - 15:59	2028		30	80	134	561	885	285	37	3	3	4	2	1	2	1		
16:00 - 16:59	1998	5	31	73	121	514	874	328	37	6		1	2	1	2	1	2	
17:00 - 17:59	1823		18	45	93	462	825	334	36	4	3			2		1		
18:00 - 18:59	1253	1	9	32	72	332	540	230	30	4	1		1		1			
19:00 - 19:59	835	1	4	13	59	223	352	152	26	2	3							
20:00 - 20:59	613	1	2	18	50	178	258	90	12	2	1			1				
21:00 - 21:59	360		4	13	34	110	139	43	14	1	1	1						
22:00 - 22:59	194			7	20	56	74	30	7									
23:00 - 23:59	106			4	13	26	38	18	6	1								

Arroyo Grande Police Department

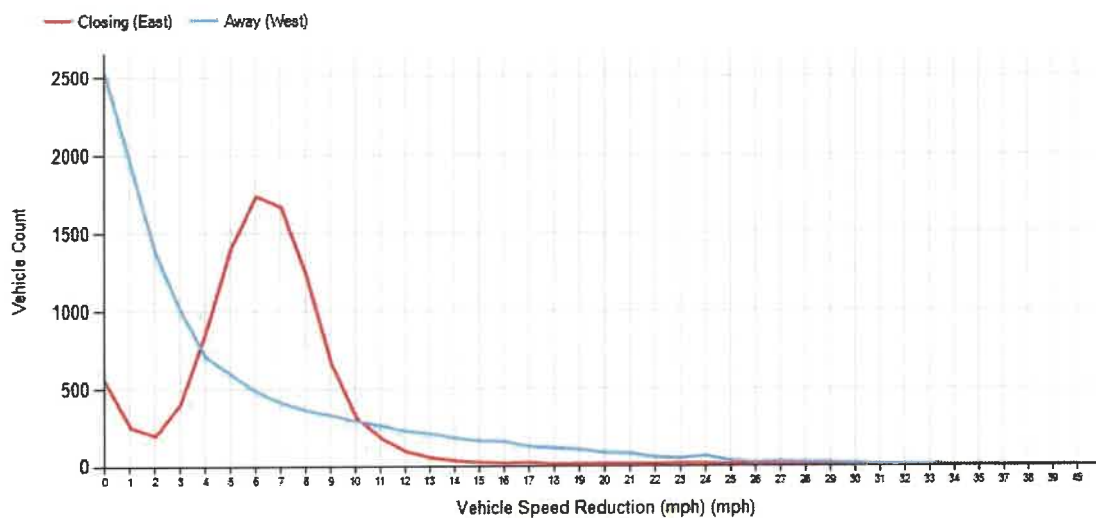
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** **Stop**
Thursday, 7/6/2023 8:50 AM Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Count vs Delta Speed Chart

Date Range: 2023-07-06 - 2023-07-13

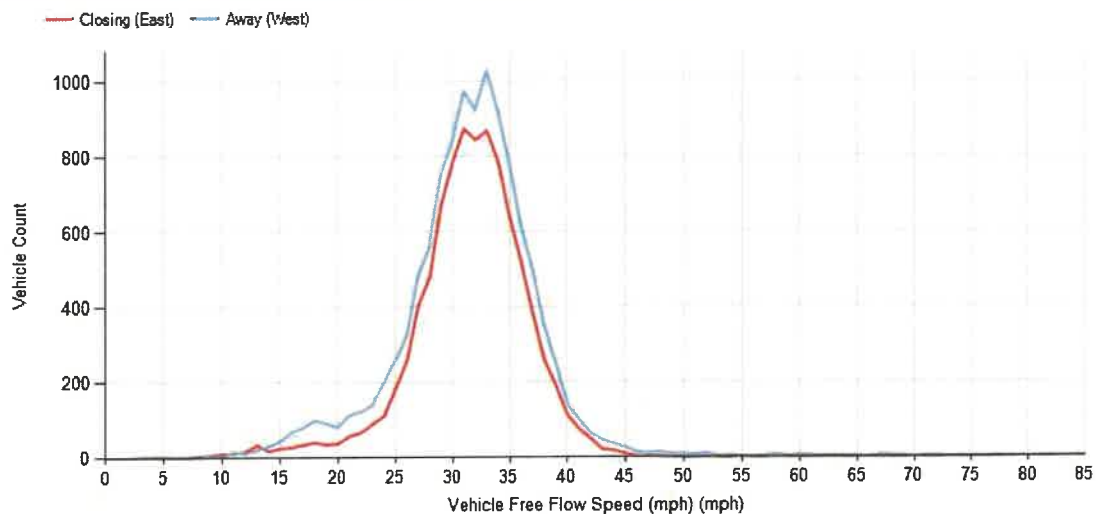
Direction: Both



Count vs Free-Flow Speed Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

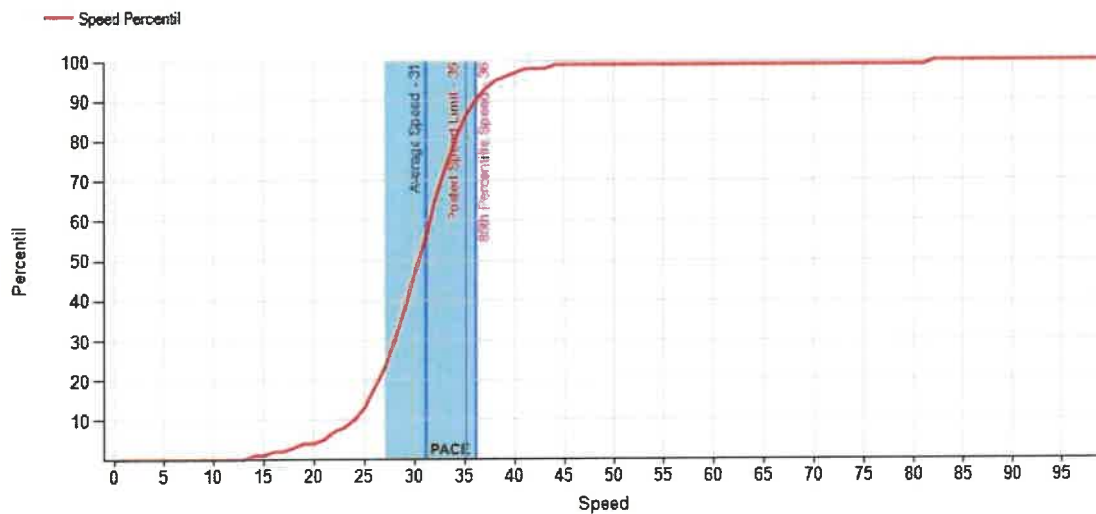
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Speed Percentile Chart

Date Range: 2023-07-06 - 2023-07-13

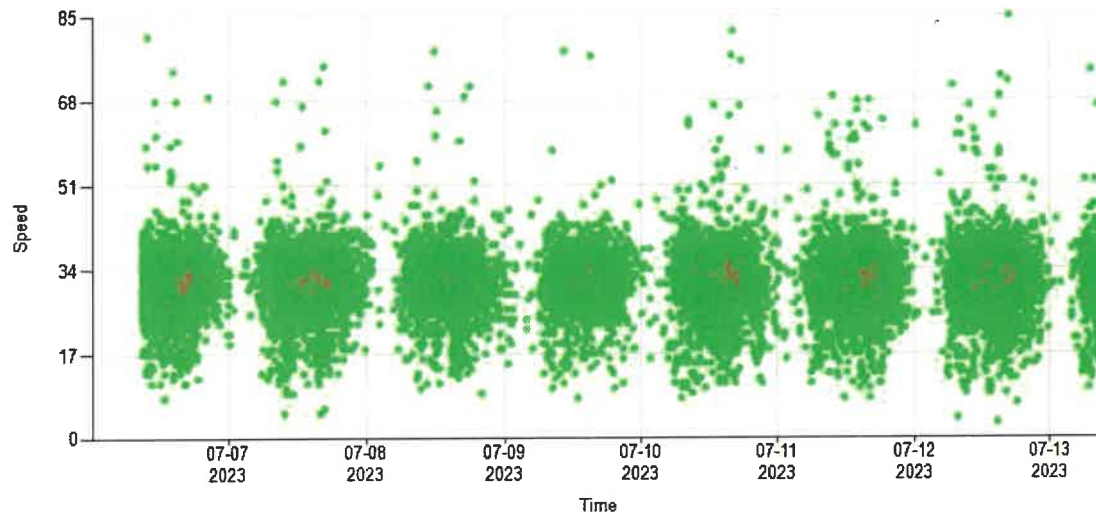
Direction: Both



Speed vs Time Bubble Chart Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Percentile Tabular

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Percentile	Speed	Accumulated Total
.0	3	1
.0	4	2
.0	5	4
.0	6	5
.0	7	6
.1	8	11
.1	9	22
.2	10	37
.3	11	69
.5	12	99
.7	13	159
1.0	14	209
1.3	15	286
1.8	16	387
2.3	17	507
3.0	18	653
3.6	19	787
4.2	20	917
5.0	21	1097
5.9	22	1303
7.1	23	1556
8.6	24	1887
10.8	25	2371
13.7	26	3008
18.1	27	3968
23.2	28	5082
30.2	29	6618
38.2	30	8378
47.2	31	10362
55.9	32	12272
65.3	33	14324

Arroyo Grande Police Department

Percentile	Speed	Accumulated Total
73.6	34	16152
80.6	35	17689
86.2	36	18928
90.5	37	19872
93.5	38	20526
95.7	39	20997
96.9	40	21272
97.8	41	21462
98.3	42	21584
98.7	43	21661
99.0	44	21719
99.1	45	21759
99.2	46	21778
99.3	47	21794
99.4	48	21811
99.4	49	21821
99.5	50	21831
99.5	51	21839
99.6	52	21851
99.6	53	21854
99.6	54	21859
99.6	55	21866
99.6	56	21869
99.7	57	21873
99.7	58	21882
99.7	59	21886
99.8	60	21893
99.8	61	21899
99.8	62	21902
99.8	63	21907
99.8	64	21910
99.8	65	21913
99.9	66	21915
99.9	67	21920
99.9	68	21925
99.9	69	21929
99.9	71	21932
99.9	72	21935
99.9	73	21936
100.0	74	21938
100.0	75	21939
100.0	76	21940

Arroyo Grande Police Department

Percentile	Speed	Accumulated Total
100.0	77	21942
100.0	78	21944
100.0	81	21945
100.0	82	21946
100.0	85	21947

Arroyo Grande Police Department

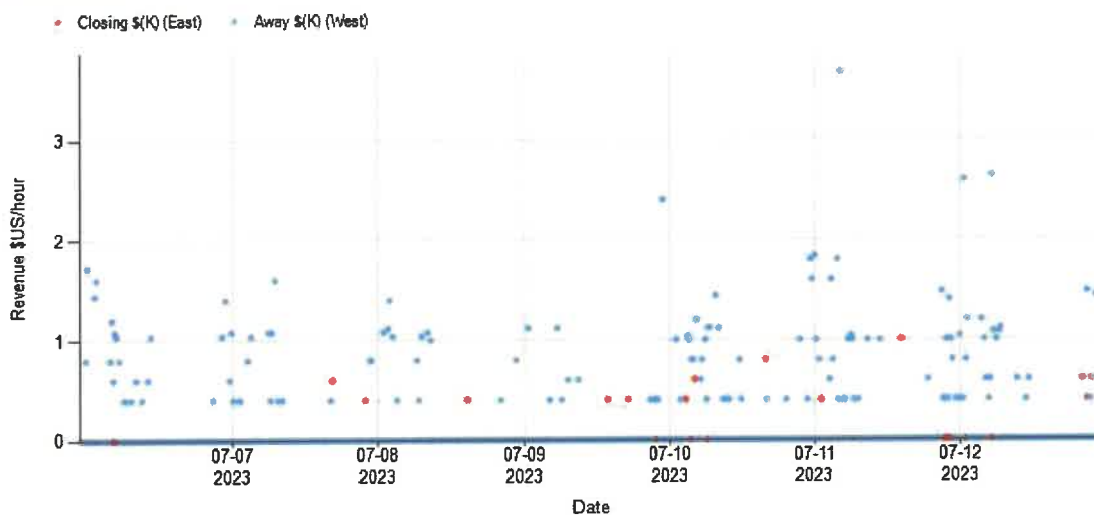
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Revenue Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Revenue Table

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Over Limit Speed	Count	Percent Ticketed	Ticket Value	Potential Revenue
00-10	4070	0	\$ 50	\$ 0
11-15	72	100	\$ 100	\$ 7,200
16-20	35	100	\$ 150	\$ 5,250
21-25	27	100	\$ 200	\$ 5,400
26-30	20	100	\$ 250	\$ 5,000
31-35	16	100	\$ 260	\$ 4,160
36-40	10	100	\$ 270	\$ 2,700
> 40	8	100	\$ 280	\$ 2,240
			Total	\$ 31,950

Arroyo Grande Police Department

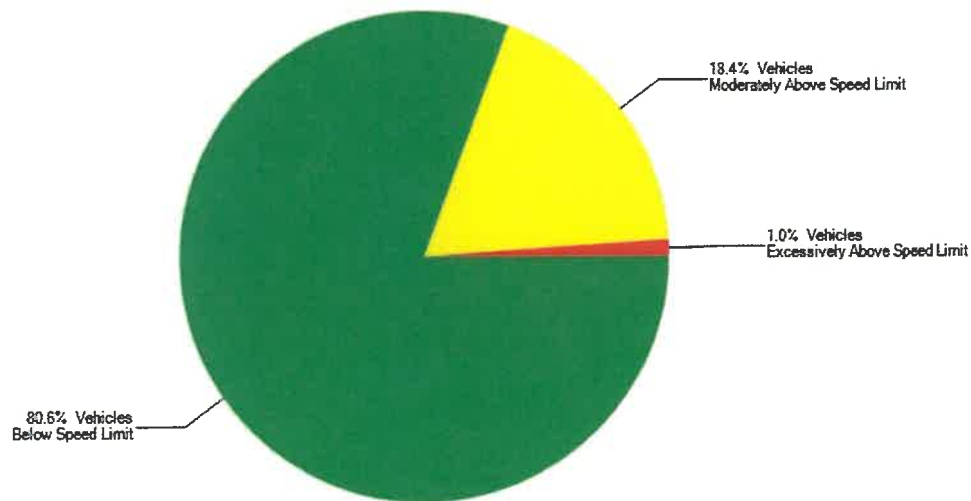
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Speed Pie Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



	Traffic Direction	Closing	Away	Combined
Posted Speed Limit			35 (mph)	
<i>Vehicles Under the Speed Limit Count</i>		8065	9624	17689
<i>Vehicles Under the Speed Limit Percentage</i>		82.02%	79.45%	80.6%
<i>Vehicles Over the Speed Limit Count</i>		1768	2490	4258
<i>Vehicles Over the Speed Limit Percentage</i>		17.98%	20.55%	19.4%
Excessive Speed Threshold			45 (mph)	
<i>Vehicles Over the Excessive Speed Count</i>		23	205	228
<i>Vehicles Over the Excessive Speed Percentage</i>		0.23%	1.69%	1.04%
<i>Average Speed Over Limit</i>		37.9 (mph)	39.3 (mph)	38.72 (mph)

Arroyo Grande Police Department

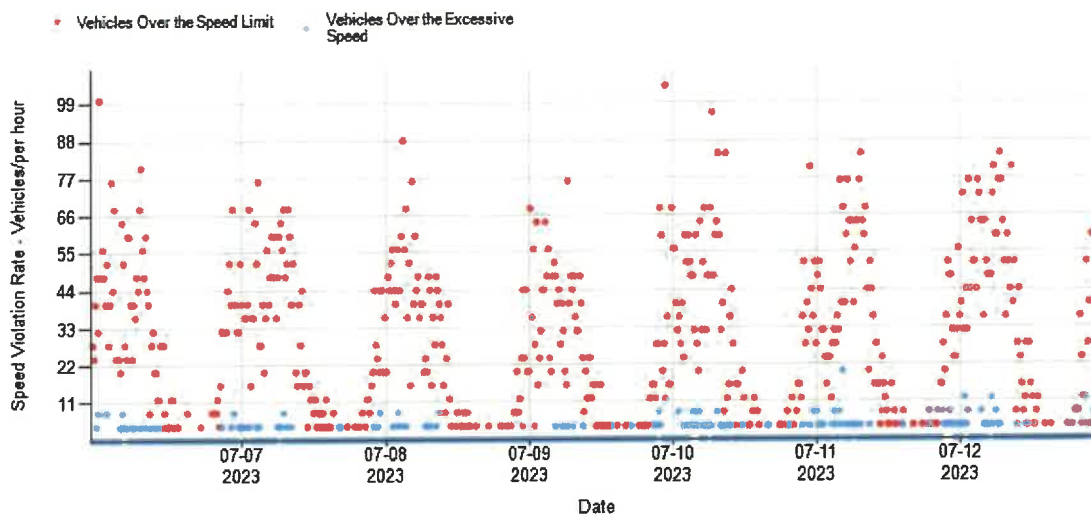
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Violation Rate Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Enforcement Schedule

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Best Speed Enforcement Time

	Closing Traffic		Away Traffic	
	Start Time	Stop Time	Start Time	Stop Time
Monday	03:00:00	04:00:00	13:00:00	14:00:00
Tuesday	01:00:00	02:00:00	09:00:00	10:00:00
Wednesday	15:00:00	16:00:00	15:00:00	16:00:00
Thursday	06:00:00	07:00:00	11:45:00	12:45:00
Friday	16:00:00	17:00:00	16:00:00	17:00:00
Saturday	15:00:00	16:00:00	16:00:00	17:00:00
Sunday	00:00:00	01:00:00	04:00:00	05:00:00

Arroyo Grande Police Department

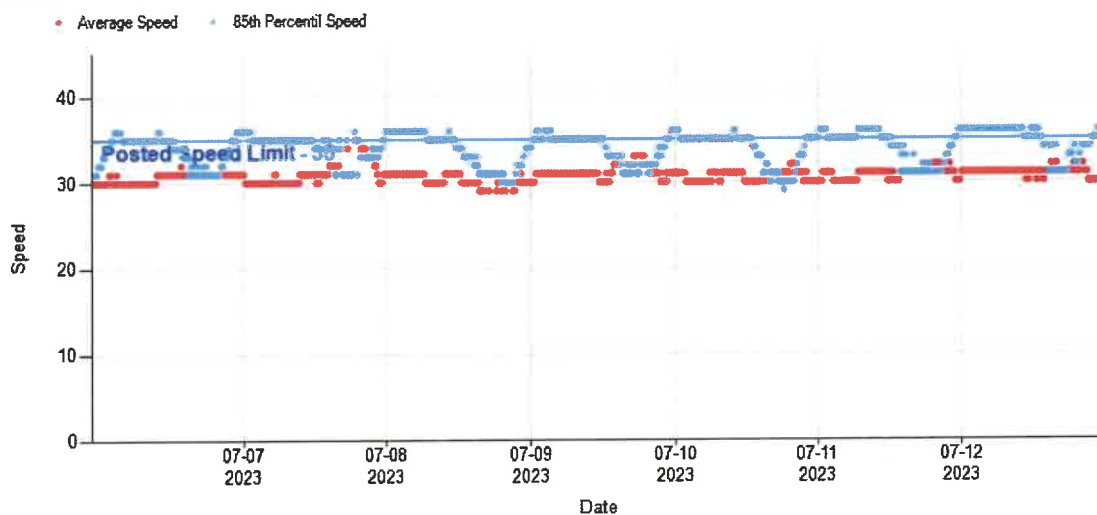
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Average Speed vs Time - Point Chart

Date Range: 2023-07-06 - 2023-07-13

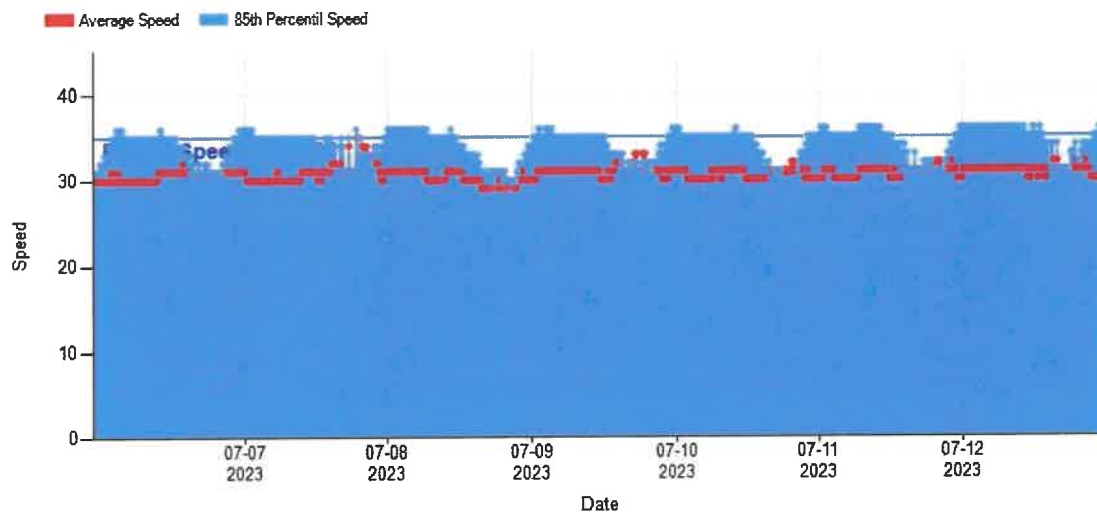
Direction: Both



Average Speed vs Time - Area Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Average Speed vs Time - Tabular

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
00:00		27.6	24.0		30.8	37.3	33.0	30.5	27.5	35.1
00:15	30.3	34.5	42.0		24.3	39.0	29.0	33.2	32.8	34.0
00:30	34.3					34.3	26.0	31.6	34.3	30.2
00:45	35.0		25.0			34.0	29.0	30.8	30.0	31.5
01:00		27.5			36.3	35.8	31.5	32.8	31.9	33.6
01:15		27.0					21.0	24.0	27.0	21.0
01:30		21.0					26.0	23.5	21.0	26.0
01:45	27.8	37.0					24.0	29.6	32.4	24.0
02:00		40.5	36.0			39.5	32.7	37.2	38.3	36.1
02:15					33.0	34.7		33.8	33.0	34.7
02:30										
02:45	24.0						39.0	31.5	24.0	39.0
03:00	48.0	30.0			34.7			37.6	37.6	
03:15	31.0	31.0	32.0			43.0		34.3	31.3	43.0
03:30		36.0			30.0			33.0	33.0	
03:45		32.3			28.0			30.2	30.2	
04:00	33.0	22.7	30.5				23.0	27.3	28.7	23.0
04:15	28.0	32.0	29.0		32.5		31.5	30.6	30.4	31.5
04:30		33.4	41.7		32.0			35.7	35.7	
04:45	35.7	37.5	37.5		37.0	34.0	37.0	36.4	36.9	35.5
05:00	29.4	28.0	28.0		34.0	32.0	18.0	28.2	29.8	25.0
05:15	22.0	36.3	33.0		31.7	35.5		31.7	30.7	35.5
05:30		33.2	30.7		34.8	25.8		31.1	32.9	25.8
05:45	31.4	32.3	29.1		30.1	32.0	35.3	31.7	30.7	33.7
06:00	32.2	26.2	27.1		30.6	27.5	37.0	30.1	29.0	32.3
06:15	27.8	30.3	26.3		31.2	32.0	26.3	29.0	28.9	29.2
06:30	31.3	30.6	31.8		34.9	31.3	31.3	31.8	32.1	31.3
06:45	33.8	31.9	35.2		32.2	31.8	29.4	32.4	33.3	30.6
07:00	32.2	28.7	30.8		30.9	32.3	24.6	29.9	30.7	28.4
07:15	30.2	28.7	33.3		30.8	31.9	31.6	31.1	30.8	31.7

Arroyo Grande Police Department

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
07:30	33.0	31.0	31.5		31.4	32.5	32.6	32.0	31.7	32.6
07:45	32.8	31.5	32.2		33.8	34.1	30.9	32.5	32.6	32.5
08:00	31.8	32.6	32.4		30.7	32.7	30.2	31.7	31.9	31.5
08:15	29.7	32.0	32.1		34.1	32.6	32.3	32.1	31.9	32.5
08:30	33.4	32.5	30.2		33.1	31.4	31.1	32.0	32.3	31.3
08:45	32.1	31.6	30.7	31.3	30.7	31.3	31.1	31.3	31.3	31.2
09:00	31.9	31.9	31.3	30.0	31.2	31.0	32.2	31.4	31.3	31.6
09:15	29.5	32.4	31.4	30.6	30.5	31.8	31.7	31.1	30.9	31.8
09:30	31.8	29.8	31.1	30.6	30.8	30.8	32.7	31.1	30.8	31.8
09:45	33.6	34.3	31.6	31.8	30.5	31.5	33.2	32.4	32.4	32.4
10:00	30.9	31.6	32.4	31.3	28.5	31.0	31.9	31.1	30.9	31.5
10:15	30.5	33.0	32.7	33.1	30.1	33.1	32.9	32.2	31.9	33.0
10:30	30.3	31.1	29.8	31.3	28.9	31.8	31.2	30.6	30.3	31.5
10:45	30.3	30.4	31.5	31.3	31.0	32.8	33.1	31.5	30.9	32.9
11:00	30.4	31.0	33.3	32.4	32.6	32.0	31.8	31.9	31.9	31.9
11:15	31.2	30.5	32.7	32.2	29.1	31.9	30.1	31.1	31.1	31.0
11:30	30.5	30.7	32.4	32.3	29.9	32.5	30.9	31.3	31.2	31.7
11:45	32.1	30.5	31.8	30.0	31.4	32.3	32.0	31.5	31.2	32.2
12:00	31.2	30.7	32.4	31.3	31.3	30.0	32.3	31.3	31.4	31.1
12:15	30.8	30.9	31.1	31.9	32.1	31.6	31.7	31.4	31.4	31.6
12:30	31.4	31.0	32.5	32.0	32.6	32.6	31.5	32.0	31.9	32.1
12:45	30.9	31.4	33.5	30.5	32.5	31.8	32.1	31.8	31.7	31.9
13:00	32.2	30.6	32.4	30.8	30.0	33.6	31.8	31.6	31.2	32.7
13:15	31.4	29.8	31.4	30.1	31.5	31.9	31.2	31.0	30.8	31.5
13:30	31.5	31.5	30.3	31.0	31.2	32.0	32.4	31.4	31.1	32.2
13:45	31.0	32.4	30.1	31.2	30.1	31.9	31.7	31.2	31.0	31.8
14:00	30.5	33.3	32.6	31.3	31.4	32.4	32.5	32.0	31.8	32.5
14:15	31.8	32.0	32.0	31.7	31.0	32.4	31.4	31.8	31.7	31.9
14:30	31.0	30.8	31.6	30.9	31.9	32.7	32.4	31.6	31.2	32.6
14:45	30.9	32.1	31.2	32.2	31.9	30.7	32.2	31.6	31.7	31.4
15:00	30.6	32.6	32.9	31.5	31.2	31.2	30.7	31.5	31.8	31.0
15:15	32.1	31.9	32.0	31.4	31.2	28.8	32.6	31.4	31.7	30.7
15:30	31.8	31.5	31.6	29.0	29.4	30.2	30.3	30.6	30.7	30.3
15:45	30.5	30.7	32.3	30.3	29.1	31.6	32.3	31.0	30.6	32.0
16:00	33.1	31.6	31.5	31.8	30.7	30.6	32.9	31.8	31.7	31.8
16:15	32.6	30.6	31.3	31.3	29.9	28.8	32.8	31.1	31.2	30.8
16:30	30.7	32.9	32.4	31.0	31.8	31.3	32.3	31.8	31.8	31.8
16:45	29.9	31.8	31.8	31.6	31.4	29.5	32.2	31.2	31.3	30.9
17:00	30.9	33.2	31.2	32.5	30.1	32.4	32.5	31.8	31.6	32.4
17:15	32.9	33.1	31.2	32.2	31.1	30.2	32.7	31.9	32.1	31.5
17:30	32.4	32.0	31.2	32.5	32.6	29.8	32.8	31.9	32.1	31.3

Arroyo Grande Police Department

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
17:45	33.6	31.6	32.3	31.7	31.3	31.4	31.8	32.0	32.1	31.6
18:00	32.5	31.8	32.6	30.6	32.6	33.3	34.0	32.5	32.0	33.6
18:15	31.1	29.7	32.0	31.4	32.4	32.5	30.9	31.4	31.3	31.7
18:30	34.1	31.0	32.7	30.4	31.4	31.8	31.5	31.8	31.9	31.6
18:45	31.2	31.9	32.2	30.9	31.3	33.7	28.1	31.3	31.5	30.9
19:00	31.4	32.7	30.6	33.8	30.9	31.5	30.7	31.6	31.9	31.1
19:15	32.3	31.9	31.9	31.8	32.2	31.7	29.4	31.6	32.0	30.6
19:30	32.4	30.6	32.3	32.3	32.3	32.9	31.6	32.1	32.0	32.2
19:45	33.6	29.6	31.7	32.3	33.3	32.3	32.7	32.2	32.1	32.5
20:00	29.4	31.5	30.7	31.6	29.1	33.4	30.3	30.9	30.5	31.8
20:15	30.7	30.4	30.4	31.5	31.2	31.4	30.8	30.9	30.8	31.1
20:30	32.8	31.3	30.9	33.2	32.5	33.6	33.7	32.6	32.1	33.7
20:45	28.6	33.6	31.7	33.7	31.5	28.7	32.1	31.4	31.8	30.4
21:00	27.4	32.1	29.7	32.1	30.5	27.8	28.1	29.7	30.4	27.9
21:15	32.1	32.0	31.3	33.7	33.8	28.0	32.1	31.9	32.6	30.1
21:30	27.5	30.2	34.3	30.6	30.0	29.9	34.3	31.0	30.5	32.1
21:45	33.2	30.2	34.0	29.3	32.4	32.8	31.3	31.9	31.8	32.0
22:00	29.4	32.3	29.8	30.4	29.4	29.6	34.3	30.8	30.3	32.0
22:15	31.7	32.0	29.4	33.6	35.4	32.8	32.6	32.5	32.4	32.7
22:30	34.0	28.0	30.1	31.2	29.4	32.5	34.3	31.4	30.5	33.4
22:45	18.0	32.0	32.8	33.4	30.5	29.0	28.0	29.1	29.3	28.5
23:00	33.3	28.1	34.0	33.3	32.3	28.7	26.5	30.9	32.2	27.6
23:15	34.5	34.0	30.0	33.3	34.3	29.3	35.3	33.0	33.2	32.3
23:30	30.8	34.0		32.0	33.5	35.0	35.0	33.4	32.6	35.0
23:45	36.3	35.5	29.7	29.6	30.2	29.8	41.0	33.1	32.3	35.4

Arroyo Grande Police Department

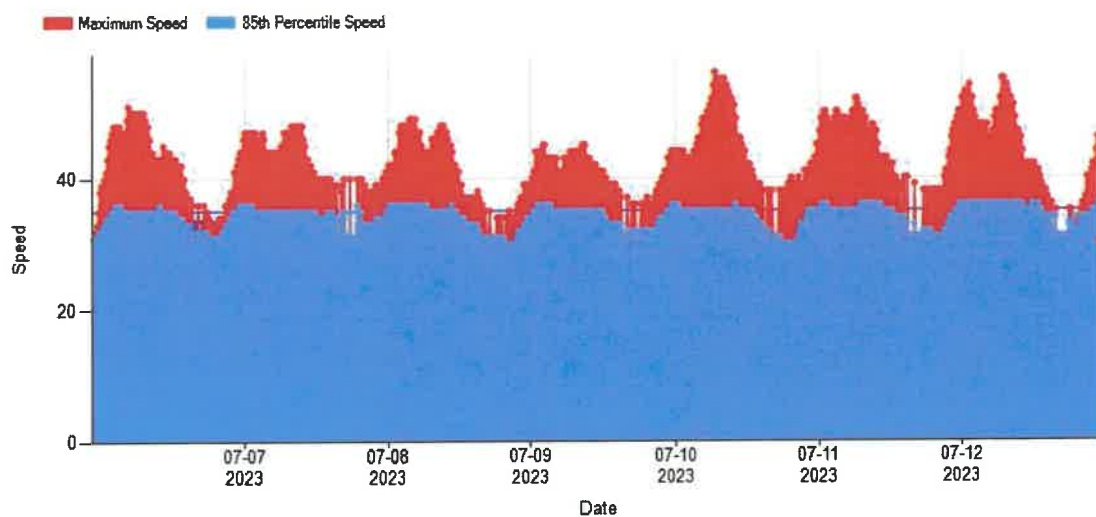
Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** **Stop**
Thursday, 7/6/2023 8:50 AM Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Maximum Speed vs Time - Area Chart

Date Range: 2023-07-06 - 2023-07-13

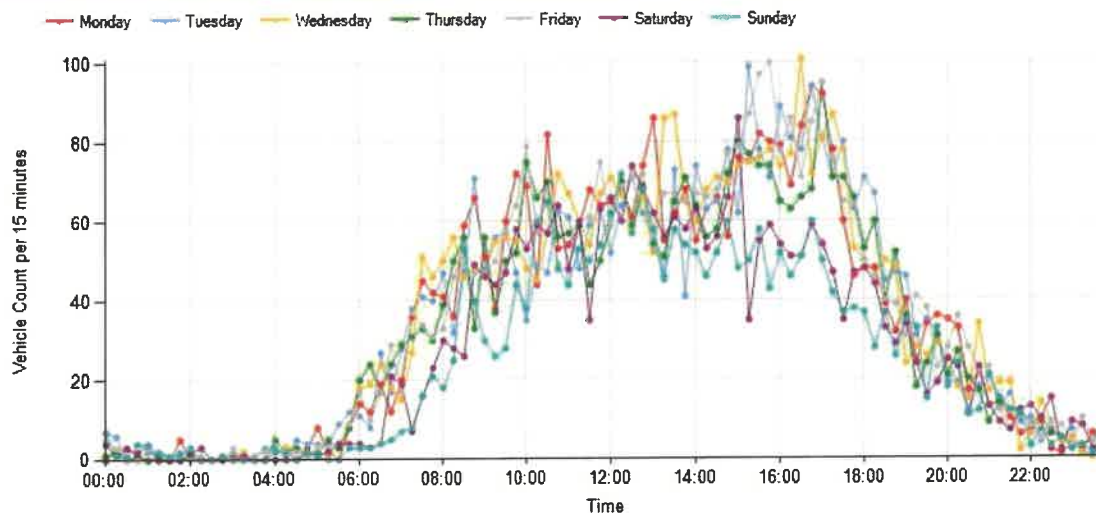
Direction: Both



Weekly Count vs Time Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both



Arroyo Grande Police Department

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Weekly Count vs Time - Tabular, 15 Min

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
00:00		7	1	1	5	4	7	4.2	3.5	5.5
00:15	3	6	3	2	3	1	1	2.7	3.4	1.0
00:30	3					3	1	2.3	3.0	2.0
00:45	1		1	1		2	4	1.8	1.0	3.0
01:00		2			3	4	4	3.3	2.5	4.0
01:15		2		1			2	1.7	1.5	2.0
01:30		1					1	1.0	1.0	1.0
01:45	5	2					1	2.7	3.5	1.0
02:00		2	1	1		2	3	1.8	1.3	2.5
02:15					1	3		2.0	1.0	3.0
02:30										
02:45	1						1	1.0	1.0	1.0
03:00	1	2			3			2.0	2.0	
03:15	1	1	2			1		1.3	1.3	1.0
03:30		1			1			1.0	1.0	
03:45		3			2			2.5	2.5	
04:00	2	3	2	5			2	2.8	3.0	2.0
04:15	3	1	3	2	2		2	2.2	2.2	2.0
04:30		5	3	3	2			3.3	3.3	
04:45	3	4	2	1	1	2	2	2.1	2.2	2.0
05:00	8	4	2	2	3	1	1	3.0	3.8	1.0
05:15	2	4	1	5	3	2		2.8	3.0	2.0
05:30		9	3	3	4	4		4.6	4.8	4.0
05:45	8	12	8	8	9	4	3	7.4	9.0	3.5
06:00	14	11	18	20	17	4	3	12.4	16.0	3.5
06:15	12	8	19	24	10	3	3	11.3	14.6	3.0
06:30	19	27	24	17	17	4	4	16.0	20.8	4.0
06:45	12	17	18	24	29	21	5	18.0	20.0	13.0
07:00	20	28	15	29	17	19	7	19.3	21.8	13.0
07:15	36	38	27	31	37	7	8	26.3	33.8	7.5

Arroyo Grande Police Department

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
07:30	45	41	51	33	34	16	16	33.7	40.8	16.0
07:45	42	40	46	30	31	23	21	33.3	37.8	22.0
08:00	41	47	50	39	33	30	18	36.9	42.0	24.0
08:15	36	32	56	50	46	28	25	39.0	44.0	26.5
08:30	59	47	46	56	54	26	53	48.7	52.4	39.5
08:45	66	71	48	33	47	49	40	50.6	53.0	44.5
09:00	51	48	47	56	47	46	30	46.4	49.8	38.0
09:15	38	56	55	37	50	44	26	43.7	47.2	35.0
09:30	60	57	56	50	58	47	28	50.9	56.2	37.5
09:45	72	47	55	52	64	58	44	56.0	58.0	51.0
10:00	69	35	48	75	79	53	38	56.7	61.2	45.5
10:15	44	49	45	66	57	59	60	54.3	52.2	59.5
10:30	82	47	57	70	68	57	65	63.7	64.8	61.0
10:45	53	63	72	56	49	64	48	57.9	58.6	56.0
11:00	54	61	67	57	47	48	44	54.0	57.2	46.0
11:15	59	48	60	59	60	60	53	57.0	57.2	56.5
11:30	68	59	54	44	61	35	50	53.0	57.2	42.5
11:45	64	63	67	50	75	63	54	62.3	63.8	58.5
12:00	65	52	71	59	59	66	62	62.0	61.2	64.0
12:15	69	64	67	70	69	60	72	67.3	67.8	66.0
12:30	61	71	58	59	71	74	57	64.4	64.0	65.5
12:45	74	62	66	69	72	68	68	68.4	68.6	68.0
13:00	86	55	52	54	53	62	58	60.0	60.0	60.0
13:15	55	45	86	51	67	56	46	58.0	60.8	51.0
13:30	62	73	87	65	67	61	58	67.6	70.8	59.5
13:45	68	41	65	71	65	58	54	60.3	62.0	56.0
14:00	55	74	60	64	67	63	52	62.1	64.0	57.5
14:15	63	63	68	56	66	53	46	59.3	63.2	49.5
14:30	66	65	71	58	68	56	52	62.3	65.6	54.0
14:45	56	78	70	72	77	66	60	68.4	70.6	63.0
15:00	76	62	74	80	79	86	48	72.1	74.2	67.0
15:15	75	99	75	77	87	35	50	71.1	82.6	42.5
15:30	82	78	76	74	97	55	58	74.3	81.4	56.5
15:45	80	71	78	74	100	59	43	72.1	80.6	51.0
16:00	79	89	74	65	78	54	52	70.1	77.0	53.0
16:15	69	81	77	63	86	51	46	67.6	75.2	48.5
16:30	84	78	101	66	71	51	51	71.7	80.0	51.0
16:45	94	94	72	68	85	59	60	76.0	82.6	59.5
17:00	92	81	81	95	95	54	50	78.3	88.8	52.0
17:15	78	71	87	71	76	47	42	67.4	76.6	44.5
17:30	60	80	78	71	65	35	37	60.9	70.8	36.0

Arroyo Grande Police Department

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
17:45	46	63	53	66	64	47	38	53.9	58.4	42.5
18:00	48	71	50	53	50	48	37	51.0	54.4	42.5
18:15	48	67	46	60	46	44	28	48.4	53.4	36.0
18:30	39	45	50	40	40	33	37	40.6	42.8	35.0
18:45	32	47	48	52	39	29	26	39.0	43.6	27.5
19:00	40	46	24	36	31	34	35	35.1	35.4	34.5
19:15	24	31	28	18	41	24	33	28.4	28.4	28.5
19:30	34	35	26	24	38	16	15	26.9	31.4	15.5
19:45	36	31	29	31	23	19	33	28.9	30.0	26.0
20:00	35	19	25	21	28	25	18	24.4	25.6	21.5
20:15	33	19	18	27	36	23	24	25.7	26.6	23.5
20:30	17	12	15	20	28	11	11	16.3	18.4	11.0
20:45	22	18	34	17	22	23	12	21.1	22.6	17.5
21:00	13	21	17	9	23	13	21	16.7	16.6	17.0
21:15	14	13	19	14	12	9	15	13.7	14.4	12.0
21:30	10	16	19	12	7	7	12	11.9	12.8	9.5
21:45	6	9	2	12	12	12	11	9.1	8.2	11.5
22:00	7	10	6	8	8	13	3	7.9	7.8	8.0
22:15	9	4	14	10	5	10	7	8.4	8.4	8.5
22:30	2	7	9	6	9	15	3	7.3	6.6	9.0
22:45	1	4	4	5	8	2	5	4.1	4.4	3.5
23:00	3	7	5	3	3	9	2	4.6	4.2	5.5
23:15	2	1	1	3	10	8	3	4.0	3.4	5.5
23:30	6	1		4	4	2	1	3.0	3.8	1.5
23:45	3	2	3	9	5	4	2	4.0	4.4	3.0
Total	3336	3337	3372	3205	3441	2706	2432	3118.4	3338.2	2569.0

Arroyo Grande Police Department

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Weekly Count vs Time - Tabular Hourly

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
00:00	7	13	5	4	8	10	13	8.6	7.4	11.5
01:00	5	7		1	3	4	8	4.7	4.0	6.0
02:00	1	2	1	1	1	5	4	2.1	1.2	4.5
03:00	2	7	2		6	1		3.6	4.3	1.0
04:00	8	13	10	11	5	2	6	7.9	9.4	4.0
05:00	18	29	14	18	19	11	4	16.1	19.6	7.5
06:00	57	63	79	85	73	32	15	57.7	71.4	23.5
07:00	143	147	139	123	119	65	52	112.6	134.2	58.5
08:00	202	197	200	33	180	133	136	154.4	162.4	134.5
09:00	221	208	213	195	219	195	128	197.0	211.2	161.5
10:00	248	194	222	267	253	233	211	232.6	236.8	222.0
11:00	245	231	248	210	243	206	201	226.3	235.4	203.5
12:00	269	249	262	257	271	268	259	262.1	261.6	263.5
13:00	271	214	290	241	252	237	216	245.9	253.6	226.5
14:00	240	280	269	250	278	238	210	252.1	263.4	224.0
15:00	313	310	303	305	363	235	199	289.7	318.8	217.0
16:00	326	342	324	262	320	215	209	285.4	314.8	212.0
17:00	276	295	299	303	300	183	167	260.4	294.6	175.0
18:00	167	230	194	205	175	154	128	179.0	194.2	141.0
19:00	134	143	107	109	133	93	116	119.3	125.2	104.5
20:00	107	68	92	85	114	82	65	87.6	93.2	73.5
21:00	43	59	57	47	54	41	59	51.4	52.0	50.0
22:00	19	25	33	29	30	40	18	27.7	27.2	29.0
23:00	14	11	9	19	22	23	8	15.1	15.0	15.5
Total	3336	3337	3372	3060	3441	2706	2432	3097.7	3309.2	2569.0

Arroyo Grande Police Department

Survey Description

Survey Location 300 Talley Ho Rd, Arroyo Grande, CA
Survey GPS Coordinates 35.131944438549795, -120.57203049962384
Survey Dates **Start** Thursday, 7/6/2023 8:50 AM **Stop** Thursday, 7/13/2023 9:15 AM
Posted Speed Limit 35 (mph)
Traffic Zone

Daily Vehicle Count Chart

Date Range: 2023-07-06 - 2023-07-13

Direction: Both

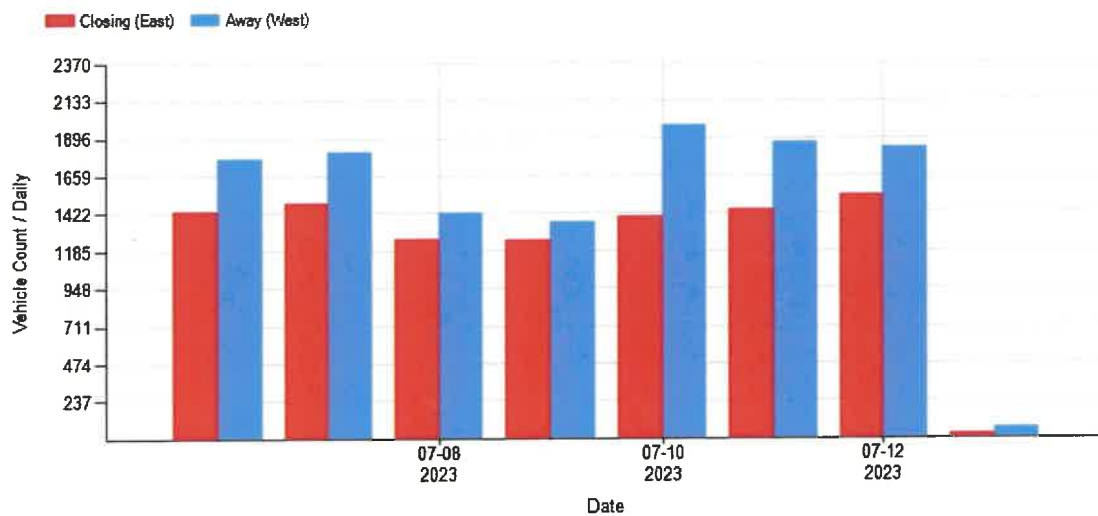


EXHIBIT B

Resolution

To be inserted once signed

EXHIBIT C

Strip Map



SPEED ZONE SURVEY

CITY: ARROYO GRANDE

STREET: TALLY HO ROAD

FROM: JAMES WAY

TO: HIGHWAY 227

SCALE: 1" = 250'

DATE: 7.6.23 - 7.13.23

ROADWAY WIDTH: 34' - 40'

NO. OF STRIPED LANES: 2 LANES

PACE SPEED: 27 - 36 MPH

EXISTING SPEED LIMIT: 35 MPH

PROPOSED SPEED LIMIT: 30 MPH

TALLY HO RESTRIPING WINTER 2022

NORTH SIDE NO PARKING FROM
JAMES WAY TO HIGHWAY 227



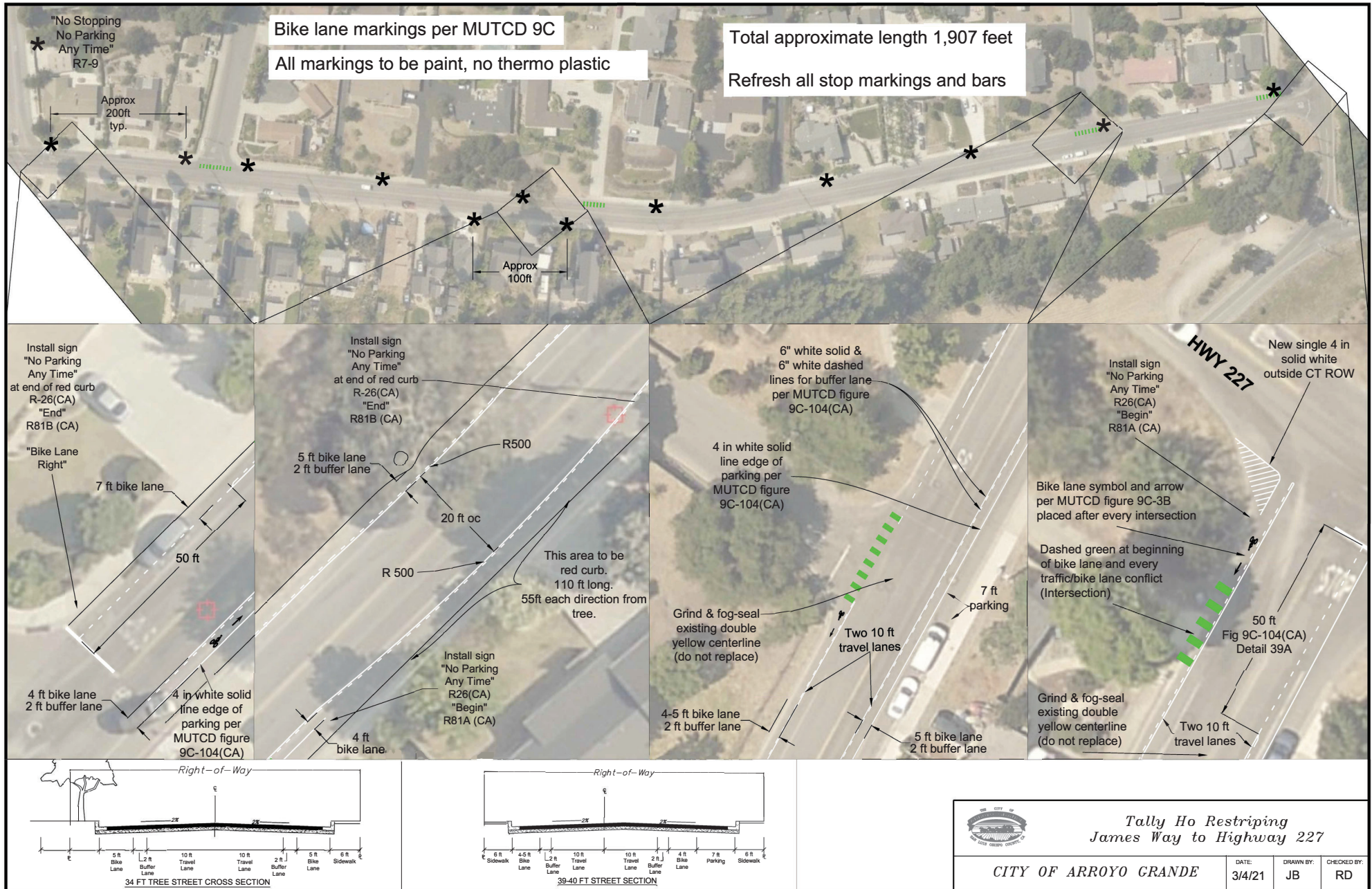
TALLY HO STRIP MAP

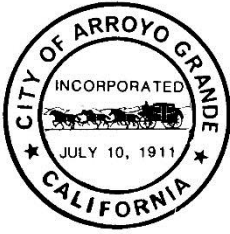
CITY OF ARROYO GRANDE
ENGINEERING DIVISION

DATE:
9/13/23

DRAWN BY:
JB

CHECKED BY:
SS





MEMORANDUM

TO: City Council

FROM: Shannon Sweeney, Acting Public Works Director/City Engineer

SUBJECT: Discussion of SLOCOG Supplemental Funding Efforts

DATE: September 26, 2023

SUMMARY OF ACTION:

Summarize San Luis Obispo Council of Governments (SLOCOG) current efforts to secure supplemental funding for transportation needs and provide feedback to the City's SLOCOG Board of Directors representative, Councilmember Guthrie.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:

Approximately 3 hours of staff time was spent researching the issue and preparing this report.

RECOMMENDATION:

Receive an update, discuss, and provide feedback to Councilmember Guthrie for the SLOCOG Board of Directors.

BACKGROUND:

25 of 58 counties in California are considered self-help counties, meaning that they have a local transportation sales tax to deliver timely, cost-efficient transportation improvements to their communities. See Figure 1. The dollar values in the figure represent the annual revenue received by each county. In 2016, San Luis Obispo County placed Measure J on the November ballot which would have established such a local transportation sales tax. This measure received 66.3% voter support, just shy of the 66.7% required for passage.



Figure 1: Map of California Self-Help Counties

Had this measure passed, the sales tax measure would have generated approximately \$25 million per year in 2016 and currently \$35 million per year to address county transportation issues, including road maintenance. In addition, the County has not been eligible for an estimated \$1 billion in competitive state grants by not having adequate matching funds to secure those grants.

SLOCOG is developing an Investment Plan, and one potential element of that plan is a local sales tax. SLOCOG is exploring the potential of including a sales tax measure on the November 2024 ballot. To this end, SLOCOG has developed a website

Item 12.b.

(www.localroadsfirst.com), an online survey tool, provides background information, and an identification logo. Meetings with key stakeholders, including several local advisory councils, have been held to raise awareness, identify benefits, and build trust. Four focus group meetings, with attendees that represent likely voters, are being held in September to further understand what is meaningful to the public and to identify if SLOCOG is correctly understanding and articulating the priorities of county residents.

ANALYSIS OF ISSUES:

San Luis Obispo County has a \$3.1 billion available revenue stream and \$5.4 billion of identified transportation needs, resulting in a funding shortfall of \$2.3 billion over the next 23 years. Previous funding streams for transportation needs have heavily relied on gas tax. However, conservation, hybrids, and electric vehicles have resulted in a decline of gallons of fuel used and therefore revenues and allocation of funds.

Deferring maintenance on roads leads to considerably more cost in road maintenance. Preventative maintenance of roads costs a fraction of the cost of rehabilitating roads that have already deteriorated. Timely maintenance saves a significant amount of funding and allows for more efficient use of funding dollars for keeping streets maintained. In addition, funds not needed to rehabilitate streets can be spent on other transportation needs such as sidewalk repairs, public transportation, and ADA improvements.

SLOCOG is seeking input from the community. All county residents are encouraged to visit www.localroadsfirst.com and take a survey to provide input on this important issue.

The SLOCOG Board of Directors will be meeting in October to discuss the potential sales tax measure. Council Member Guthrie is the City's representative on the Board and has requested feedback from the Council before that meeting.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Receive and update and provide feedback to Council Member Guthrie, or
2. Provide other direction to staff.

ADVANTAGES:

The City of Arroyo Grande has the potential to benefit from additional funding to address its road maintenance backlog. It is advantageous for city residents, staff, and elected officials to remain informed on SLOCOG's efforts.

DISADVANTAGES:

There could be a negative perspective on City's potential revenue generation measures since it is anticipated that several jurisdictions around the County and State may be placing similar measures on the November 2024 ballot.

ENVIRONMENTAL REVIEW:

No environmental review is required for this item.

PUBLIC NOTIFICATION AND COMMENTS:

The Agenda was posted at City Hall and on the City's website in accordance with Government Code Section 54954.2.