



# TRIUNFO SANITATION DISTRICT

A PUBLIC AGENCY

## Board of Directors

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*Providing Outstanding Service Since 1963*

June 24, 2019

Board of Directors  
Triunfo Sanitation District  
Ventura County, California

## **AMENDMENT NO. 1 FOR TSD CONTRACT NO. T18-005 – PADRE ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES FOR THE LAKE SHERWOOD VARIABLE GRADE GRAVITY SEWER SYSTEM PROJECT**

### **Summary**

At the October 22, 2018, Triunfo Sanitation District (TSD) Board Meeting, your Board approved a contract with Padre Associates, Inc. (Padre) to provide environmental services for the Lake Sherwood Variable Grade Gravity Sewer System Project. A requirement for the Project is to satisfy conditions for the California Environmental Quality Act (CEQA). CEQA requires local agencies to identify any significant environmental impacts of their actions and to avoid or mitigate those impacts. Padre was contracted to provide those services to address CEQA compliance. Padre completed the initial review of the project conditions, but had been placed on hold pending submission of the design-build proposals prior to completing review of project specific elements of the work. Due to a number of scheduling issues, the design bid proposals were delayed until June 7, 2019, which does not allow enough time for Padre to complete its work before the current contract expiration on June 30, 2019. Staff is requesting the contract be amended to extend the completion time to June 30, 2020.

Please call me at 805-658-4621 or email [marknorris@vrsd.com](mailto:marknorris@vrsd.com) if you have any questions.

### **Fiscal Impact**

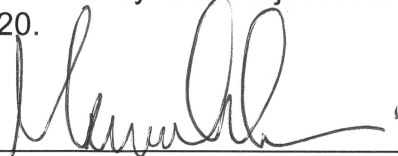
There is no change in the cost of services for the contract work with this time extension.

### **Recommendation**

It is recommended the Board authorize the Chair to sign the amended Contract No. T18-005-01 with Padre Associates, Inc. to provide environmental services for the Lake

Sherwood Variable Grade Gravity Sewer System Project in the amount of \$39,659 and a contract term ending June 30, 2020.

REVIEWED AND APPROVED

  
Mark Norris - General Manager

Attachments: TSD Contract No. T18-005-01

**TRIUNFO SANITATION DISTRICT  
CONTRACT NO. T18-005-1**

**AMENDMENT NO. 1 TO CONTRACT NO. T18-005  
AGREEMENT FOR CONSULTING SERVICES**

**BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
PADRE ASSOCIATES, INC.**

**FOR ENVIRONMENTAL SUPPORT SERVICES FOR THE  
TRIUNFO SANITATION DISTRICT LAKESIDE LIFT STATION AND  
NORTH SHORE VARIABLE GRADE GRAVITY SEWER IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of June 2019, by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., "DISTRICT," and PADRE ASSOCIATES, INC., a California corporation, "CONSULTANT."

**RECITALS**

A. On October 22, 2018, DISTRICT and CONSULTANT entered into TSD Contract No. T18-005, "Agreement for Consulting Services between Triunfo Sanitation District and Padre Associates, Inc." ("Agreement"), wherein CONSULTANT agreed to provide DISTRICT with environmental support services for the Triunfo Sanitation District Lakeside Lift Station and North Shore Variable Grade Gravity Sewer Improvement Project.

B. DISTRICT and CONSULTANT now desire to enter into this Amendment No. 1 to TSD Contract No. T18-005 (T18-005-1) in order to provide for additional time to complete the Project.

C. DISTRICT and CONSULTANT mutually agree to amend Contract No. T18-005 to extend the termination date of the Agreement to June 30, 2020.

**AMENDMENT TERMS AND CONDITIONS**

**NOW, THEREFORE**, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the parties, in accordance with Article 7. of the Agreement (Contract T18-005) governing changes to the Agreement, as follows:

**1. Effective Date; Term.** Article 2 of the Agreement shall be amended in its entirety and replaced with the following:

"This AGREEMENT shall be deemed effective upon full execution by both DISTRICT and CONSULTANT. Unless otherwise extended in writing by both parties, or otherwise terminated in accordance with the provisions of this AGREEMENT, this AGREEMENT shall automatically terminate on June 30, 2020."

**2. Integrated Contract.** A copy of the original Agreement (TSD Contract No. T18-005) is attached hereto as Exhibit A and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO SANITATION DISTRICT

PADRE ASSOCIATES, INC.

By \_\_\_\_\_  
JANNA ORKNEY  
CHAIR, Board of Directors

By  \_\_\_\_\_  
SIMON POULTER, Principal

APPROVED AS TO FORM: ARNOLD, BLEUEL,  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

By \_\_\_\_\_  
JOHN MATHEWS  
Legal Counsel for DISTRICT

ATTEST:

By \_\_\_\_\_  
JULIET RODRIGUEZ, Clerk of the Board



**TRIUNFO SANITATION DISTRICT  
CONTRACT NO. T18-005**

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
TRIUNFO SANITATION DISTRICT  
AND  
PADRE ASSOCIATES, INC.**

**FOR ENVIRONMENTAL SUPPORT SERVICES FOR THE  
TRIUNFO SANITATION DISTRICT LAKESIDE LIFT STATION AND  
NORTH SHORE VARIABLE GRADE GRAVITY SEWER IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into this 22nd day of October 2018, by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., "DISTRICT," and PADRE ASSOCIATES, INC., a California corporation, "CONSULTANT."

**RECITALS**

A. DISTRICT has a need to engage the specialized services of a consultant for environmental support services for the Triunfo Sanitation District Lakeside Lift Station and North Shore Variable Grade Gravity Sewer Improvement Project.

B. DISTRICT has selected CONSULTANT, as best qualified, based on CONSULTANT's answer to a request for qualifications, and previous service to other public agencies. The selection procedure is in conformance with Section 403 of DISTRICT Purchasing Resolution No. 89-13.

C. CONSULTANT represents it possesses the necessary skills and experience to perform the required environmental support services and is willing to contract with DISTRICT.

D. The parties enter into this Agreement to set forth their respective rights and obligations.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT**

A. CONSULTANT shall provide consulting services for DISTRICT in regard to the Triunfo Sanitation District Lakeside Lift Station and North Shore Variable Grade Gravity Sewer Improvement Project, hereinafter referred to as the "Project," as described in the tasks set forth in the document entitled "Triunfo Sanitation District Lakeside Lift Station and North Shore Variable Grade Gravity Sewer Improvements Project - CEQA Assistance Proposal" as set forth in the attached as Exhibit "A" and incorporated by reference herein.

B. CONSULTANT shall designate a representative who shall represent CONSULTANT and be its sole contact and agent in all consultations with DISTRICT during fulfillment of the terms of this Agreement. CONSULTANT's representative shall be Donna M. Hebert, Project Manager. In the event Donna M. Hebert becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information

and assistance in relation to the Project.

C. DISTRICT shall assign a Staff Coordinator to work directly with CONSULTANT in connection with CONSULTANT's services to be performed under this Agreement.

D. A working budget is included in Exhibit A and incorporated by reference herein. CONSULTANT and DISTRICT shall endeavor to complete work tasks within the budget of Exhibit A.

B. CONSULTANT shall use its best professional efforts and follow best industry practices in providing technical support and software consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

E. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT'S ability, to promote and protect the best interests of the DISTRICT.

F. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide technical support and software consulting services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

G. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both Parties. Parties agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

H. CONSULTANT shall work cooperatively, professionally, and completely with any and all other consultants, engineers, or technical advisers as DISTRICT may use at any given time for its operation and maintenance of Microsoft Dynamics GP financial software.

## **ARTICLE 2: TERM OF CONTRACT**

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2019.

## **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT but shall not be responsible for the means, methods, and procedures of other consultants. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

#### **ARTICLE 4: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorneys fees and costs, brought or recovered against DISTRICT, for or on account of any negligent violation of said laws, ordinances, rules, regulations and orders in connection with work performed by CONSULTANT under this Agreement.

#### **ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS**

CONSULTANT agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

#### **ARTICLE 6: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. When possible, such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$39,659 without written amendment hereto.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.



## **ARTICLE 7: MODIFICATION or AMENDMENT**

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

## **ARTICLE 8: SUSPENSION OR TERMINATION OF CONTRACT**

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

## **ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

## **ARTICLE 10: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed



excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; (3) in the event of CONSULTANT's error or omission, CONSULTANT's insurance shall respond for the coverage in Item D above; and (4) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

#### **ARTICLE 11: SUBCONTRACTORS**

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 12: NOTICES**

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: Donna M. Hebert, Project Manager  
PADRE ASSOCIATES, INC.  
1861 Knoll Drive  
Ventura, California 93003

To DISTRICT: Finance & Administration  
TRIUNFO SANITATION DISTRICT  
1001 Partridge Drive, Suite 150  
Ventura, California 93003-0704

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

#### **ARTICLE 13: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

#### **ARTICLE 14: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

#### **ARTICLE 15: INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein as though fully set forth.

#### **ARTICLE 16: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

#### **ARTICLE 17: FORCE MAJEURE**

Neither CONSULTANT nor DISTRICT shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of CONSULTANT or DISTRICT.

#### **ARTICLE 18: DISPUTE RESOLUTION**


In the event that CONSULTANT and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, CONSULTANT shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

#### **ARTICLE 19: ADDITIONAL PROVISIONS**

CONSULTANT agrees that no regular employee of DISTRICT shall be employed by its firm during the period that this Agreement is in effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO SANITATION DISTRICT

By   
JANNA ORKNEY  
CHAIR, Board of Directors

PADRE ASSOCIATES, INC.

By   
SIMON POULTER, Principal

APPROVED AS TO FORM: ARNOLD, BLEUEL,  
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

By   
JOHN MATHEWS  
Legal Counsel for DISTRICT

ATTEST:

By   
JULIET RODRIGUEZ, Clerk of the Board

## EXHIBIT A



ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

September 28, 2018  
Project No. 1802-2991

Triunfo Sanitation District  
1001 Partridge Drive, #150  
Ventura, CA 93003

Attention: Mr. Timothy Doyle

Subject: Triunfo Sanitation District Lakeside Lift Station and North Shore Variable Grade Gravity Sewer Improvements Project – CEQA Assistance Proposal

Dear Mr. Doyle:

Padre Associates, Inc. (Padre) is pleased to provide this proposal in response to your verbal request. This proposal is for the provision of California Environmental Quality Act (CEQA) compliance assistance for the Triunfo Sanitation District Lakeside Lift Station and North Shore Variable Grade Gravity Sewer Improvements Project. Our understanding of the project based upon personal communications and review of the presentation materials associated with the Pre-SOQ Meeting for potential project design-build contractors and is presented below as well as our proposed scope and cost estimate.

### Project Understanding

Triunfo Sanitation District (TSD or District) proposes the Lakeside Lift Station and North Shore Variable Grade Gravity Sewer Improvements Project (Project) to be located within the Lake Sherwood community in Ventura County. The Project is a sewer replacement project that includes the following.

- Replacement of 2,000 linear feet of 4-inch diameter gravity sewer line with the same sized vacuum sewer line. The replacement line would be within the same alignment plus or minus four feet from the current alignment. The line is approximately 2 to 3 feet deep.
- The 1,000-gallon above ground sewage tanks will be abandoned in place or removed from 17 residential lots. These tanks will be replaced with 150-gallon below-ground vacuum valve tanks.
- Replacement of 2-inch sewer laterals from the proposed new decanter tanks to the replacement 4-inch sewer lateral on the 17 residential lots.
- New grinder tank systems will be installed at four parcels (as shown in blue on sewer plan map). The pits for the grinder pumps will be 8 feet deep and 4 feet by 4 feet wide.
- The existing Lakeside Lift Station will be modified by replacing two pumps of 30-40 Hp capacity; installation of a vacuum station with sound enclosure; replacing valves and discharge pipe; lining the existing wet well; upgrading the electrical, control and SCADA equipment; replacing the perimeter fence with a privacy fence; and installing odor control equipment. All of these improvements will occur within a proposed

## EXHIBIT A

TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
September 2018 (1802-2991)



footprint of 1,000 square feet (s.f.) compared to the existing lift station footprint of 750 s.f. area. The additional area will be primarily southwest towards the lake within the District's easement.

- The total area of disturbance associated with the project is estimated by the District at 20,000 s.f.
- Equipment and materials laydown/staging area(s) will be located on a previously disturbed site(s) and will not require grubbing or grading.

The project is proposed because the existing system is 30-years old and needs replacement. The District is the operator of the sewer system and is responsible for maintenance; however, the property is privately owned.

### SCOPE

#### **Task 1 – Evaluate Project for Potential CEQA Exemption and if Exempt Prepare Notice of Exemption**

Certain activities are exempt from CEQA. The classes of exemptions (statutory and categorical) and exceptions to the categorical exemptions are described in the CEQA Guidelines. Depending upon the scope of the proposed Project and environmental factors, it may qualify for an exemption to CEQA.

The exemptions to CEQA are not described in such a way as to render their application to certain activities as undisputable. Their interpretation is unfortunately subject to some discretion which may make it difficult to definitively conclude the applicability to the Project at hand. The basic general legislative intent of CEQA includes among others maintaining a quality environment and informing decision makers and the public about the potential, significant environmental effects of proposed activities. These factors should be kept in mind by the lead agency when considering the applicability of an exemption(s) to CEQA for a given activity. Padre will provide the District with its opinion regarding the applicability of exemptions to CEQA for the Project.

The most likely candidate exemption categories for this Project are identified below.

*EXISTING FACILITIES (Section 15301) - Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use. Examples include but are not limited to:*

*(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;*

*(b) Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services;...*



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TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
September 2018 (1802-2991)



*REPLACEMENT OR RECONSTRUCTION (Section 15302) - Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:...*

*(c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity....*

*NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES (Section 15303) - Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel....*

*MINOR ALTERATIONS TO LAND (Section 15304) - Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Examples include, but are not limited to:*

- (a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist....*
- (b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.*
- (c) Filling of earth into previously excavated land with material compatible with the natural features of the site;*
- (d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production;*
- (e) ) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc;*
- (f) Minor trenching and backfilling where the surface is restored;...*

Exceptions to categorical exemptions are described in Section 15300.2 of the CEQA Guidelines which is reproduced below.

### 15300.2. EXCEPTIONS

- (a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore,*

## EXHIBIT A

TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
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*these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.*

- (b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.*
- (c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.*
- (d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.*
- (e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.*
- (f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.*

**Task 1a - Project Description.** Key to the assessment of the Project and its possible qualification for an exemption to CEQA, is having a complete and comprehensive description of the proposed activities including mapped areas of disturbance. Padre will work with TSD in identifying the scope of the information required to develop an adequate project description for the purposes of determining if an exemption to CEQA will apply. Once the project description is fully developed, Padre will then assist in determining which, if any, exemptions to CEQA the Project may qualify for.

**Task 1b - Biological Resources Review.** A Padre biologist will evaluate the biological setting of the Project impact area and vicinity. This will include a literature review to identify special-status species in the project area and a biological survey to characterize vegetation and wildlife habitats. Padre will identify appropriate biological significance thresholds and evaluate the potential for any direct or indirect impacts to special-status species based on construction impact areas and operational plans.

**Task 1c - Cultural Resources Study.** Padre will retain the services of Conejo Archaeological Consultants located in Thousand Oaks, California to conduct a Phase I Archaeological Investigation for the Project. This effort will include conducting a records search at the South Central Coast Information Center housed at CSU Fullerton. The records search radius will extend a 0.5-mile from the potential Project impact areas. In addition to checking archaeological site records and survey reports, Conejo will review the listing of the of the National Register of Historic Places, California Historical Landmarks, County Historical Landmarks, California Historical Landmarks, California Historical Resources Inventory, and Ventura County Landmarks. In addition, a sacred lands file check will be requested from the Native American



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TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
September 2018 (1802-2991)



Heritage Commission (NAHC). Native Americans (N.A.) listed on the NAHC response letter shall be notified by letter, which will request information on known N.A. cultural resources in the immediate Project vicinity. A field survey shall also be conducted consisting of 3 meter (10 feet) wide survey transects across the Project's area of potential effect. The primary purpose of the field survey will be to locate, describe, and determine the surface spatial extent of any potentially significant archaeological resources occurring within the Project site. Should potentially significant cultural resources be detected, surface characteristics and contents will be inventoried and photographed, and the surface spatial extent of the deposits will be mapped on Project base maps to be provided by the District. No artifacts will be collected. A survey report will be prepared that includes the SCCIC results, findings of historic landmark data, NAHC and N.A. comments, field survey findings, and an assessment of impacts to cultural resources, if any, from Project development with appropriate management recommendations. (See attached proposal from Conejo Archaeological Consultants.)

Padre will use the Phase I Archaeological Report in its evaluation pertaining to the applicability of an exemption to CEQA for the Project.

**Task 1d – Other Evaluations and Review for Notice of Exemption.** Other environmental issues (e.g., aesthetics, land use, hazards, hazardous material, noise, and paleontology), will also be qualitatively evaluated and will include research efforts such as consulting online databases, maps and existing documentation. Based upon the findings of all Project evaluations, Padre will recommend for or against the use of an exemption to CEQA.

**Task 1e– Notice of Exemption.** Typically, if a lead agency under CEQA determines that a CEQA exemption applies to a project, that agency will prepare a Notice of Exemption (NOE) which is posted at the County wherein the project is located and with the State Clearinghouse (SCH). This is consistent with the intent of CEQA (disclosure doctrine) and reduces the period for potential CEQA challenge which the lead agency will be exposed to. An NOE should include an explanation of why none of the exceptions to the applicable exemption apply to the project at hand. Assuming the Project qualifies for an exemption to CEQA, Padre will prepare the NOE including the analysis needed to substantiate why none of the exceptions apply (see previous subtasks). Padre will also post the NOE with the County and SCH on behalf of the District. (A \$50 County processing fees is associated with posting the NOE with the County as identified in our budget estimate.)

**Task 1f - Meetings.** During the course of the environmental documentation preparation in support of the potential CEQA exemption, there may be occasions when it is useful and necessary to have meetings between Padre and District staff. Our proposal assumes participation in up to two project-related meetings. (Meetings may be in person or via telephone.)

**Note.** In the event that it is determined that the Project does not qualify for an exemption to CEQA, it would be subject to a more intensive level of CEQA review, which would start with an Initial Study and presumably end with a Negative Declaration or Mitigated Negative Declaration as discussed in Task 2 below.

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### Task 2 - CEQA Initial Study (if necessary)

As indicated above, an Initial Study is the first step in determining the type of CEQA compliance document that is appropriate for a given project, once it is clear that an exemption to CEQA does not apply.

**Task 2a - Project Description.** The preparation of the Initial Study begins with development of a detailed project description that can be used for the purposes of environmental review and preparation of the Initial Study. It is assumed that much of this information will have already been developed as part of the project description needed for review for an exemption to CEQA. However, for a CEQA compliance document the level of detail for the project description is greater than for the exemption review.

Padre will work with the District to prepare a Project Description that includes all of the required elements pursuant to Section 15124 of the CEQA Guidelines. In addition to the [information explicitly defined in CEQA Guidelines Section 15124](#), the information needed to allow for the evaluation and review of environmental impacts associated with the Project includes but may not be limited to the following:

- Area of disturbance for construction including material laydown area and equipment access and storage;
- Construction schedule and duration;
- Days and hours of construction;
- Physical layout and characteristics of the proposed infrastructure;
- Types and quantities of materials to be used in construction;
- Earthwork quantities;
- Trip requirements;
- Estimated number of construction personnel;
- Operational parameters of the Project including an estimated maximum use/worst-case use of the water source (e.g., amount and duration of use);
- Details regarding the maintenance of Project infrastructure;
- Anticipated life of the Project infrastructure; and
- Decommissioning actions should the infrastructure no longer be needed.

The District will be responsible for providing these Project details (including all necessary exhibits) to Padre which we will incorporate into the Project Description.

A draft and final Project Description incorporating one round of consolidated comments from the District and its contractors are proposed. Once the Project description has been approved by the District, it will serve as the basis for the impact analysis to be included in the Initial Study.

**Task 2b. Initial Study Checklist and Analysis (Administrative and Public Draft).** Padre will prepare an Initial Study using a CEQA checklist approved by the District. The analysis



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will focus on the Project as described through the process outlined above, but must also consider cumulative impacts. All CEQA checklist items will be addressed.

The following is a list of environmental issues to be addressed in the Initial Study.

Environmental Issues to be Addressed in the Initial Study	
<ul style="list-style-type: none"><li>• Aesthetics</li><li>• Agriculture and Forest Resources</li><li>• Air Quality/Greenhouse Gas Emissions</li><li>• Archaeological and Historic Resources</li><li>• Biological Resources</li><li>• Paleontological Resources</li><li>• Geology and Soils</li><li>• Groundwater and Surface Water Quality</li><li>• Flooding</li><li>• Hazards and Hazardous Materials</li></ul>	<ul style="list-style-type: none"><li>• Hydrology/Groundwater and Surface Water Supply</li><li>• Land Use and Planning</li><li>• Mineral Resources</li><li>• Noise</li><li>• Population and Housing</li><li>• Public Services</li><li>• Recreation</li><li>• Transportation/Traffic</li><li>• Tribal Cultural Resources</li><li>• Utilities and Service Systems</li></ul>

Optional Task - Assist with Assembly Bill (AB) 52 Consultation. Pursuant to Public Resources Code (PRC) § 21080.3.1, within 14 days of the decision to undertake the Project or determination that the Project application is complete, Padre will provide written notification to the tribes that are on the District's Notice List. The written notification will include a brief project description, location, District contact information, and a statement that the tribe has 30 days to request consultation. Padre has also included an optional 11 hours of time to assist the District with the consultation process if a request for consultation is received within 30 days under this optional task cost estimate. Please note that compliance with AB 52 must be accomplished by the District in order to inform the analysis of Tribal Cultural Resources in the Initial Study.

### Task 2c - Preparation of a Draft Mitigated Negative Declaration

Assuming that the findings of the Initial Study will support the conclusion that a Mitigated Negative Declaration (MND) will be the appropriate CEQA document for the Project, no further environmental analysis will be required prior to public circulation (after District review) because the Initial Study will have addressed the checklist items in sufficient detail. A brief MND cover document will be added to the Initial Study and provided to the District for internal review and comment. Padre will make any necessary revisions and prepare a Draft document for public circulation by the District. The schedule of the MND preparation will be concurrent with the Initial Study schedule.

The budget assumes that one single sided original and 20 bound photocopies, 20 disks copies of the Draft MND/IS will be provided to the District for public circulation. (Please note that 15 hard copies, or 15 summaries and electronic copies must be provided to the State Clearinghouse for distribution to State agencies if a project is of regional significance or such circulation is desired for other reasons such as it is a requirement of a funding agency. Although, circulation to the State Clearinghouse may not be required for this project, it is recommended in order to help ensure that any and all Responsible Agencies, Trustee Agencies, or other agencies that have jurisdiction by law with respect to the project are notified.

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### **Task 2d - Preparation of Notice of Intent to Adopt an MND and State Clearinghouse Notice of Completion**

Pursuant to Section 15072 of the CEQA Guidelines, Padre will prepare a Notice of Intent to Adopt an MND and Notice of Completion for submittal to the State Clearinghouse. This task does not include the necessary mailing/distribution, publication in a local newspaper or posting at the County Clerk's Office, State Clearinghouse, or project site. If desired by the District, these tasks can be provided by Padre on a time and expenses basis.

### **Task 2e: Preparation of Final MND/IS (Administrative Final and Public Final)**

At the close of the public comment period, Padre will review comment letters, email or oral testimony (provided notes or written transcript is available) received by the District regarding the proposed MND/IS. Responses to environmental issues or concerns raised in these letters and other communications will be prepared and provided to the District. It is assumed that no controversy will be associated with the Project and that no more than five letters/emails requiring responses with no more than five comments each will be received. Additionally, it is assumed that no new analysis will be required in order to respond to the comments. Once finalized, the Final MND/IS will be ready for adoption by the District. The budget assumes that one single sided original, 20 bound photocopies, and 20 disk copies of the final MND/IS will be provided to the District for public circulation.

### **Task 2f: Draft and Final Mitigation Monitoring Program**

Section 15097 of Title 14 of the California Code of Regulations, requires a lead agency in making findings related to significant impacts, to adopt a mitigation monitoring and/or reporting program. The program is to address adopted or required changes made to a project or imposed as conditions of approval to mitigate the significant environmental impacts of the project. This legislation is included as Section 21081.6 in the State Public Resources Code. As such, a Mitigation Monitoring Program (MMP) is required to be adopted by the District concurrent with the adoption of findings required under Sections 15091 and 15093 of the State CEQA Guidelines. Padre will prepare a draft and final MMP concurrently with the preparation of the MND and Final MND.

### **Task 2g: Notice of Determination**

Pursuant to Section 15075 of the State CEQA Guidelines, Padre will prepare a Notice of Determination (NOD) on behalf of the District for the proposed project. This task does not include mailing or posting of the NOD at the County Clerk's Office or State Clearinghouse. If desired by the District, these tasks can be provided by Padre on a time and expenses basis. (It should be noted that when filing the NOD a California Department of Fish and Game fee (\$2,274.75 as of 2018 for an MND) and County processing fee (\$50) must be paid and is not included in Padre's budget proposal.)

### **Task 2h: Meetings and Hearing**

During the course of the environmental documentation preparation, there will be occasions when it is useful and necessary to have meetings between Padre and District staff. Our proposal assumes participation in up to two project-related meetings during the MND/IS preparation process. (Meetings may be in person or via telephone.) Additionally, the Padre project manager



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will be available to be present at one District hearing to provide responses to any questions raised by the members of the reviewing body or general public with regard to the MND/IS.

### ASSUMPTIONS

The following assumptions have been made in the preparation of this proposal in addition to any previously made herein and not repeated here.

- The District will provide responses to requests for information regarding the Project Description and existing setting (e.g., operational characteristics of District facilities, etc.).
- All project plans/diagrams will be provided in GIS or CAD files that can be easily manipulated by the Padre Mapping and Spatial Services staff.
- All documentation to be provided by the District in support of the Padre scope of work will be provided in editable electronic formats compatible with Microsoft Word.
- The District will arrange access to the Project site for the purposes of environmental site visits and surveys to be conducted by Padre and its subconsultant.
- No archaeological resources will be observed within the Project site during the archaeological pedestrian survey, and therefore, no archaeological subsurface testing or data recovery investigations will be warranted.
- If the District requests assistance with AB 52 consultation, Padre assumes the District will provide a list of tribes that have requested notification.
- No sources of potential environmental contamination requiring further analysis will be identified during records review or site visitations.

If any of the above assumptions are not met, any additional effort necessitated may be subject to a budget augment.

### PROJECT SCHEDULE AND COST ESTIMATE

Schedule. Padre will begin work on this project upon authorization to proceed has been given by the District. A draft project description (Task 1a) will be completed within one week of receipt of all responses to information requests pertaining to the project description and submitted to the District for review and approval. Upon final approval of the project description, Padre and its subconsultant will conduct the studies identified as Tasks 1b through 1d. It is anticipated that the results of these studies will be available within four weeks after Project Description approval. A draft NOE (Task 1e) will be available for review by the District one week after the completion of Tasks 1b through 1d. A final NOE will be provided within one week of receipt of all comments on the draft. Whenever possible, Padre will attempt to expedite this process.

If at any time during the process above, it becomes clear that the Project would not be considered exempt under CEQA, Padre will notify the District. At which point presumably the District would authorize Padre to begin Task 2.

Padre will begin Task 2 upon authorization to proceed. Preparation of the Initial Study (Task 2b) will be started upon approval of the project description (Task 2a) and can be completed in approximately six weeks from final approval of the project description. An administrative draft

## EXHIBIT A

TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
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MND/IS, including the Mitigation Monitoring Program, will be submitted to the District for review and comment. The Draft MND/IS (Task 2c) ready for public circulation will be completed within two weeks of receiving comments on the administrative draft from the District. Task 2d will occur concurrently.

At the conclusion of the public review period (assumed to be 30 days), all comments received by the District should be sent to Padre. Assuming minimal comments (estimated five letters/emails with an average of five comments each) are received, an administrative Final MND (Task 2e, 2f, 2g and 2h) will be completed within two weeks of the receipt of the comments. The Final MND will be prepared within one week of receipt of all comments on the administrative Final MND.

Cost Estimate. Padre estimates that the total budget for each of the tasks identified above are as follows and further detailed in Tables 1-3.

Task 1 – CEQA Exemption Review - \$14,833

Task 2 – CEQA Initial Study/Mitigated Negative Declaration - \$39,659

Please note that the budget for Task 2, should it be required, includes some of the costs associated with Task 1 (e.g., cultural survey), to the extent that these tasks are accomplished as part of Task 1, they would not need to be duplicated for Task 2 (i.e., they would be subtracted from the Task 2 budget requirement.)

All work will be conducted on a time and materials basis in accordance with our fee standard schedule (attached). Padre will inform the District if it appears that unanticipated scope items/effort is warranted that would require costs above those identified herein and will not proceed with work beyond the budget estimate without previous approval.



# EXHIBIT A

TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
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Table 1 – Budget Estimate for Notice of Exemption

Tasks	Time (hours)	Cost	Principal Professional \$160	Senior Professional \$130	Project Professional \$110	Word Processing \$60	Graphics \$70
1a. Develop Project Description	32	\$3,200			24		8
1b. Conduct Biological Review	24	\$2,960		20	2		2
1c. Coordinate & Review Arch. Phase I	6	\$660			6		
1d. Other Evaluations	23	\$2,500	1		20		2
1e. Notice of Exemption & filing	13	\$1,280	1		8	4	
1f. Meetings	12	\$1,400		4	8		
<b>Padre Staff Hours</b>	<b>110</b>	<b>\$12,000</b>	<b>2</b>	<b>24</b>	<b>68</b>	<b>4</b>	<b>12</b>

## Direct Charges

Vehicle (2@\$80)	\$160
Camera (2@\$20)	\$40
GPS Unit (1 @\$120)	\$120
Conejo Archaeological Consultants	\$2,100
County Processing Fee	\$50
Administrative (cost plus 15%)	\$363
<b>Subtotal Direct Charges</b>	<b>\$2,833</b>

<b>Total Cost</b>	<b>\$14,833</b>
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# EXHIBIT A



TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
September 2018 (1802-2991)

**Table 2 – Budget Estimate for Initial Study/Mitigated Negative Declaration**

Tasks	Time (hours)	Cost	Principal Professional \$160	Senior Professional \$130	Project Professional \$110	Word Processing \$60	Graphics \$70
2a. Develop Project Description	44	\$4,520	2		32	2	8
2b. Initial Study Checklist (AD & D)	120	\$13,640	4	38	66	4	8
2c. Draft MND	12	\$1,140			8	2	2
2d. NOI/NOC	6	\$660			6		
2e. Final MND/IS	64	\$7,220	4	8	48	2	2
2f. Mitigation Monitoring Program	14	\$1,440			12	2	
2g. Notice of Determination	7	\$720			6	1	
2h. Meetings (2) / Hearing (1)	23	\$2,660	1	4	18		
<b>Padre Staff Hours</b>	<b>290</b>	<b>\$32,000</b>	<b>11</b>	<b>50</b>	<b>196</b>	<b>13</b>	<b>20</b>

## Direct Charges

Vehicle (3@\$80)	\$240
Camera (2@\$20)	\$40
GPS Unit (1 @\$120)	\$120
Conejo Archaeological Consultants	\$2,100
Printing MND/Initial Study	\$2,010
Printing Final MND/IS	\$2,050
Supplies and misc. expense	\$100
Administrative (cost plus 15%)	\$999
<b>Subtotal Direct Charges</b>	<b>\$7,659</b>

<b>Total Cost</b>	<b>\$39,659</b>
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## Optional Tasks:

- 1) Mailing/Distribution of Notices - time and material basis
- 2) Publication of NOI in local newspaper - time and expenses basis
- 3) AB 52 Consultation - \$1,365

## EXHIBIT A

TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
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This proposal remains in effect for a period of 90 days. If you have any questions or concerns regarding this proposal, please contact me at 805-644-2220 x 15 or [dhebert@padreinc.com](mailto:dhebert@padreinc.com).

Sincerely,

Padre Associates, Inc.

A handwritten signature in black ink, appearing to read "Donna M. Hebert". The signature is fluid and cursive, with the first name "Donna" being more prominent than the last name "Hebert".

Donna Hebert  
Project Manager

Attachments:

Conejo Archaeological Consultants Proposal

Fee Schedule

c: Simon Poulter, Principal, Padre Associates, Inc.

## EXHIBIT A



### **CONEJO ARCHAEOLOGICAL CONSULTANTS**

2321 Goldsmith Avenue  
Thousand Oaks, California 91360  
805/494-4309  
mmaki1@verizon.net

September 27, 2018

Donna Hebert  
Padre Associates, Inc.  
1861 Knoll Drive  
Ventura, CA 93003

**Subject: Phase 1 Archaeological Investigation PROPOSAL for the Lake Sherwood Sewer Improvement Project, Ventura County, CA**

Dear Ms. Hebert:

Conejo Archaeological Consultants is pleased to submit this proposal to conduct a Phase 1 archaeological investigation for the above project. It is understood that the Triunfo Sanitation District project includes the following tasks:

- Replacement of 2,000 linear feet of 4-inch diameter gravity sewer line. The replacement line would be within the same alignment plus or minus four feet from the current alignment. The line will be laid at a depth of approximately 2 to 3 feet deep below ground surface.
- The 1,000 gallon above ground sewage tanks will be abandoned in place or removed from 17 residential lots. These tanks will be replaced with 150-gallon below-ground vacuum valve tanks.
- Replacement of 2-inch sewer laterals from the proposed new decanter tanks to the replacement 4-inch sewer lateral on the 17 residential lots.
- New grinder tank systems will be installed at four parcels. The pits for the grinder pumps will be 8 feet deep and 4 feet by 4 feet wide.
- The existing Lakeside Lift Station modifications will occur within a proposed footprint of 1,000 square feet (s.f.) compared to the existing lift station footprint of 750 s.f. area.
- The total area of disturbance associated with the project is estimated at 20,000 s.f.

The Lake Sherwood area is considered archaeological sensitive as several prehistoric archaeological sites have been recorded within the general area. Therefore, Conejo shall conduct the Phase 1 Archaeological Investigation as follows

Prior to fieldwork, a records search will be conducted at the South Central Coast Information Center (SCCIC) housed at CSU Fullerton. The record search radius will extend a 0.5-mile radius out from the potential project impact areas. In addition to checking archaeological site records and survey reports, Conejo will review the listings of the National Register of Historical Places, California Historical Landmarks, County Historical Landmarks, California Historical Resources Inventory, Ventura County Landmarks. In addition, a sacred lands file check will be requested from the Native American Heritage Commission (NAHC). Native Americans (N.A.) listed on the NAHC response letter shall be notified by letter, which will request information on known N.A. cultural resources in the immediate project vicinity.



## EXHIBIT A

Conejo Archaeological Consultants  
Lake Sherwood Sewer Improvements Project  
Proposal for Archaeological Survey

Field methodology shall consist of surveying 3 meter (10 feet) wide transects across the project's area of potential effect. The primary purpose of the field survey will be to locate, describe, and determine the surface spatial extent of any potentially significant archaeological resources occurring within the project site. Should potentially significant cultural resources be detected, surface characteristics and content will be inventoried and photographed, and the surface spatial extent of the deposits will be mapped on project base maps. No artifacts will be collected.

A survey report will be prepared that includes the SCCIC record search results, findings of historic landmark data, NAHC and N.A. comments, field survey findings, and an assessment of impacts to cultural resources, if any, from project development with appropriate management recommendations.

Prior to initiating the proposed study, the client will provide a copy of the project site plan and any pertinent documents adequate for assessing project impacts that need to be addressed and assessed. The client will also provide the necessary permission to access the project site.

The survey report will be prepared on a time and materials basis not to exceed \$2,100. This scope of work does not include meeting attendance or formal evaluation of the built environment. The principal archaeologist rate is \$105/hour. Mileage will be billed at \$0.55/mile and includes round trips to CSU Fullerton and Lake Sherwood from Thousand Oaks, California.

Thank you for your consideration of this proposal. Please call me if you have any questions regarding the work to be performed or on the cost estimate.

Sincerely,



Mary K. Maki, M.A., RPA  
Archaeologist

## EXHIBIT A

TSD Lake Sherwood Sewer Improvement Project CEQA Proposal  
September 2018 (1802-2991)



### 2018 FEE SCHEDULE

#### 2018 STANDARD FEE SCHEDULE

##### PROFESSIONAL SERVICES

Principal Professional .....	\$ 160/hr
Senior Professional II .....	\$ 140/hr
Senior Professional .....	\$ 130/hr
Project Professional II .....	\$ 120/hr
Project Professional .....	\$ 110/hr
Staff Professional II .....	\$ 100/hr
Staff Professional .....	\$ 95/hr
Senior Technician (Non-Prevailing Wage) .....	\$ 90/hr
Senior Technician (Prevailing Wage) .....	\$ 95/hr
Technician (Non-Prevailing Wage) .....	\$ 80/hr
Technician (Prevailing Wage) .....	\$ 85/hr
Drafting .....	\$ 70/hr
Word Processing .....	\$ 60/hr

\*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

##### OTHER DIRECT CHARGES

Subcontracted Services .....	Cost Plus 15%
Outside Reproduction .....	Cost Plus 15%
Travel, Subsistence, and Expenses .....	Cost Plus 15%
SCUBA Charge .....	\$ 100/day
Vehicle .....	\$ 80/day
Photoionization Detector .....	\$ 120/day
Nuclear Density Gauge .....	\$ 85/day
Automobile Mileage .....	\$ 0.85/mile

1881 Knott Drive • Ventura, California 93003 • 805-644-2220 • Fax 805-644-2050