

Request for Proposals: Hydrogeologic Consultant Procurement for the Sweet Springs Monitoring Well (Los Osos Basin Lower Aquifer Water Quality Monitoring Well)

Released February 18th, 2025

On behalf of the Los Osos Community Services District (District) and the Los Osos Basin Management Committee (BMC), please find the following solicitation for hydrogeologic well design and construction support services for the Sweet Springs Monitoring Well. The Sweet Springs Monitoring Well will be screened in the Lower Aquifer (Zones D and E) of the Los Osos Groundwater Basin (Basin) to monitor for seawater intrusion and nitrate contamination.

The BMC received \$150,000 in grant funding for this project from the Rose Foundation's Central Coast Community-Based Water Quality Grants Program. The LOCSO will be the lead contracting agency for this work and \$50,000 of their 2024 member agency contribution to the BMC will be used as the match funding required under the grant. See the Sweet Springs Monitoring Well Project Deliverables and Timeline in Attachment A.

Hydrogeological Well Design and Construction Support Scope of Work

Provide hydrogeological and construction monitoring services for design and construction of deep monitoring well cluster, consisting of two groundwater monitoring wells (1a and 1b, collectively referred to as the Sweet Springs Monitoring Well) drilled approximately 25 feet apart in County right-of-way at the one of the proposed locations for the Sweet Springs Monitoring Well: Ramona Ave. and 4th Street or Pismo Ave. and 5th Street. The final well location will be selected based on ease of access and access to temporary construction easement permitting. Project plans are for one 2.5" Schedule 80 PVC well up to approximately 540 feet depth, and one 2.5" Schedule 80 PVC well up to approximately 380 feet depth. The purpose of the well cluster is to monitor Lower Aquifer Zone D (up to 380-foot well depth) and Zone E (up to 540-foot well depth) for seawater intrusion. See the "Ramona" location in Attachment B: Recommendations for Well Modifications and New Monitoring Well Locations for the Los Osos BMC Groundwater Monitoring Program Draft Technical Memorandum for additional detail.

On-site observations during well drilling and construction will be performed by a licensed Professional Geologist or staff geologist working under the direct supervision of the Professional Geologist. A licensed Certified Hydrogeologist will manage the project and provide the final well design. The tasks to be performed include the following:

- Review area hydrogeology.
- Prepare written technical specifications, including a preliminary well design diagram, for the construction and development of the monitoring well cluster.
- Prepare a drilling contractor bid sheet and a cost estimate for drilling services.
- Assist with contractor bidding and selection process (e.g., attend on-site pre-bid meeting, respond to contractor questions, review bids).
- Coordinate pre-construction meeting.
- Coordinate activities related to encroachment permit.
- Review well construction materials for conformity with technical specifications.
- Monitor pilot hole borehole drilling at each location and prepare borehole lithologic logs.
- Witness e-log.
- Provide final well designs.
- Observe well screen, filter pack, and annular seal installations.
- Review well development records.

- Coordinate final inspection.
- Prepare well construction report including description of on-site activities, construction materials documentation, geologists' lithologic log, location map, as-built diagram, and Well Completion Report.

Construction Scope of Work

- Construction of the monitoring well is to be completed by the selected drilling contractor (Contractor).
- The work includes furnishing all labor, materials, transportation, tools, supplies, equipment, and appurtenances necessary for the complete and satisfactory construction, and development, of the monitoring well.
- The anticipated preliminary design and development parameters are as follows:

Drilling site:	TBD: either Ramona Ave. and 4 th Street or Pismo Ave. and 5 th Street, in Los Osos, California.
GPS Coordinates:	TBD
Conductor Casing:	Sweet Springs 1a and 1b: 10-inch SDR 21 PVC from 0 – 50 feet depth
Borehole:	Sweet Springs 1a: 560 feet depth, 9-inch nominal diameter Sweet Springs 1b: 400 feet depth, 9-inch nominal diameter
Geophysics:	Sweet Springs 1a only: Spontaneous potential, long and short normal, single point resistivity, natural gamma ray, sonic. No geophysics required at Sweet Springs 1b.
Total well depth:	Sweet Springs 1a: 540 feet. Sweet Springs 1b: 380 feet
Sweet Springs 1a:	Wellhead to 490 feet: 2.5-inch diameter, Sch 80 PVC blank casing. 490 to 530 feet: 2.5-inch diameter, Sch 80 PVC, 0.020-inch slots. 530 to 540 feet: 2.5-inch diameter, Sch 80 PVC blank casing with end cap.
Sweet Springs 1b:	Wellhead to 330 feet: 2.5-inch diameter, Sch 80 PVC blank casing. 330 to 370 feet depth: 2.5-inch diameter, Sch 80 PVC, 0.020-inch slots. 370 to 380 feet: 2.5-inch diameter, Sch 80 PVC blank casing with end cap.
Centralizers	Two (2) centralizers per well at top and bottom of screened intervals.
Gravel pack:	8x20 sand from approved supplier. Sweet Springs 1a: 480 to 560 feet depth. Sweet Springs 1b: 320 to 400 feet depth.
Deep Seals:	Sweet Springs 1a: Bentonite grout from wellhead to 460 feet depth. Coated time release bentonite pellets from 460 to 480 feet depth. Sweet Springs 1b: Bentonite grout from wellhead to 300 feet depth. Coated time release bentonite pellets from 300 to 320 feet.
Sanitary Seal:	Sweet Springs 1b: Cement grout from wellhead to 50 feet depth (conductor). Sweet Springs 1a: Cement grout from wellhead to 50 feet depth (conductor).
Development:	4 hours air-lift per casing (8 hours total).
Pumping tests:	None
Development water:	Percolate on-site.
Wellhead:	Sweet Springs 1a/1b: 8-inch diameter, traffic-rated well box set in concrete pad.
Cuttings:	Contain, remove from site, and dispose by contractor.
Drilling Mud	Contain, remove from site, and dispose by contractor.

If interested in this project, please provide Dan Heibel, BMC Executive Director, with a proposal, limited to 10 pages, outlining your team's qualifications, approach and fee estimate for Sweet Springs Monitoring Well by **March 18th, 2025 at 5pm.**

Consultant shall review the Agreement for Services included as Attachment C, and list any exceptions desired for consideration during negotiation of services and fees for the Project. The District will consider all requests; however, reserves the right to reject any or all of Consultant's contract exceptions.

Please contact Ron Munds (cc'd), District General Manager, and/or Dan Heibel, BMC Executive Director, if you have questions or for additional information on this solicitation.

Thank you for your consideration of this important project for the Los Osos Basin.



Ron Munds

General Manager

Los Osos Community Services District

rmunds@losososcscsd.org

Office: (805) 528-9379 Fax: (805) 528-9377

2122 9th Street, Suite 110, Los Osos, CA 93402

www.losososcscsd.org



Dan Heibel, PE, MS

Principal Engineer

Confluence Engineering Solutions

danheibel@ConfluenceES.com

(805) 459-8498

Attachment A

Sweet Springs Monitoring well Project Deliverables and Timeline

Sweet Springs Monitoring Well Project Deliverables and Timeline

Task	Description	Deliverables	Timeline
Project Startup	<ul style="list-style-type: none"> Anticipated Project Start Date 	<ul style="list-style-type: none"> N/A 	Anticipated Project Start Date: 2/3/2025
Task 1 Administrative Support	<ul style="list-style-type: none"> Project coordination Billing/Financial Permitting Any other administrative tasks 	<ul style="list-style-type: none"> Acquire permitting Hydrogeologist bid Select hydrogeologist 	Prepare Hydrogeologist Bid: 2/3/25 – 2/10/25 1 week Accepting Hydrogeologist Bids: 2/10/25 – 3/10/25 4 weeks Bid Review/Selection of Hydrogeologist: 3/10/25 – 3/24/25 2 weeks Permitting: 3/24/25 – 5/19/25 4 weeks
Task 2 Hydrogeological Well Design and Construction Support Scope of Work	<ul style="list-style-type: none"> Review area hydrogeology Prepare written technical specifications, including a preliminary well design diagram, for the construction and development of the monitoring well cluster Prepare a drilling contractor bid sheet and a cost estimate for drilling services Assist with contractor bidding and selection process Coordinate pre-construction meeting <ul style="list-style-type: none"> Coordinate activities related to encroachment permit Review well construction materials for conformity with technical specifications Monitor pilot hole borehole drilling at each location and prepare borehole lithologic logs Witness e-log Provide final well designs Observe well screen, filter pack, and annular seal installations. Review well development records Coordinate final inspection Prepare well construction report including description of on-site activities, construction materials documentation, geologists' lithologic log, location map, as-built diagram, and Well Completion Report 	<ul style="list-style-type: none"> Written technical specifications, including a preliminary well design diagram, for the construction and development of the monitoring well cluster Drilling contractor bid sheet and a cost estimate for drilling services Contractor selection Borehole lithologic logs Final well designs Well construction report including description of on-site activities, construction materials documentation, geologists' lithologic log, location map, as-built diagram, and Well Completion Report 	Preliminary Hydrogeological Design: 5/19/25 – 6/30/25 6 weeks Prepare Construction Bid: 6/30/25 – 7/7/25 1 week Accepting Construction Bids: 7/7/25 – 8/4/25 4 weeks Bid Review/Selection of Construction Contractor: 8/4/25 – 8/18/25 2 weeks Scheduling: 8/18/25 – 9/15/25 4 weeks Encroachment permitting: 9/15/25 – 10/13/25 4 weeks Borehole lithological logs: 10/27/25 – 11/10/25 1 week Final well design: 10/27/25 – 11/10/25 1 week Support Services During Construction: 10/27/25 – 11/10/25 2 weeks Well Completion Report: 11/10/25 – 12/8/25 4 weeks
Task 3 Procurement Support	<ul style="list-style-type: none"> The BMC/consultants will support the hydrogeologist in selecting the construction contractor 	<ul style="list-style-type: none"> Select the construction contractor 	Bid Review/Selection of Construction Contractor: 8/4/25 – 8/18/25 2 weeks
Task 4 Construction Scope of Work	<ul style="list-style-type: none"> Construct the Sweet Springs Monitoring Well 	<ul style="list-style-type: none"> Completed Sweet Springs Monitoring Well 	Construction: 10/27/25 – 11/10/25 2 weeks
Project Completion Date	<ul style="list-style-type: none"> Anticipated Project Completion Date 	<ul style="list-style-type: none"> Completed Sweet Springs Monitoring Well 	Anticipated Project Completion Date: 12/8/25

Attachment B

Recommendations for Well Modifications and New Monitoring Well Locations
for the Los Osos BMC Groundwater Monitoring Program Draft Technical
Memorandum

Cleath-Harris Geologists, Inc.
75 Zaca Lane, Suite 110
San Luis Obispo, CA 93401
(805) 543-1413



Technical Memorandum

Date: July 22, 2022

From: Spencer Harris, HG 633

To: Dan Heimel, PE, Executive Director
Los Osos Basin Management Committee

SUBJECT: Recommendations for Well Modifications and New Monitoring Well Locations for the Los Osos BMC Groundwater Monitoring Program.

This memorandum presents recommendations for modifying three existing monitoring wells and for adding monitoring well locations to the Los Osos Basin Plan (LOBP) monitoring network. The purpose of the modifications and new wells is to fill data gaps with respect to seawater intrusion monitoring in the Basin. These recommendations were developed as part of the adaptive management process.

Background

Seawater intrusion is a significant threat to the community water supply for Los Osos. Lower Aquifer Zone E is the deepest aquifer in the Basin and is the most susceptible to intrusion. The existing LOBP monitoring program includes 93 wells, however, only a few of these wells (such as LA12, LA18, and LA40) are dedicated Lower Aquifer Zone E monitoring wells that provide water quality information for tracking seawater intrusion¹. Additional monitoring locations in Zone E are needed.

Four existing monitoring network wells (LA13, LA14, LA16, and LA17) were previously identified as wells that could potentially be modified to provide Zone E water quality monitoring locations in the western portion of the Basin². These four wells were inspected in November 2021 and are the subject of this memorandum. In addition, new locations for Lower Aquifer Zone D and Zone E nested monitoring wells are recommended herein.

Existing Well Modifications

The locations of the wells evaluated for modification are shown in Figure 1 (attached). Currently, these wells have relatively large diameter casings (6-inch to 12-inch) which require large purge volumes to obtain representative samples. They are also mixed zone completions (D and E screened together) which preclude screening exclusively for Zone E, and the wells may also be

¹ Aquifer zone and Basin area designations for monitoring network wells may be found in Appendix B of the 2021 Annual Report.

² Figure D6 of Appendix D in the 2019 Annual Report.



affected by borehole leakage. The proposed modifications consist of setting casing liners, along with deep seals, that are intended to isolate specific permeable sediment intervals within Zone E while also mitigating borehole leakage and reducing the required purge volumes prior to sampling by an order of magnitude. Table 1 summarizes the individual modifications.

Table 1. Proposed Well Modifications

Well ID	Location	Elevation	Current screen depth	Current depth of fill	Modified screen depth
		(feet)			
LA13	Ferrell Avenue	104	425-620	537	510-530
LA14	Palisades	80	355-375, 430-480, 550-600	554*	550-590
LA16	Los Osos Valley Rd.	109	330-355, 395-415, 465-505, 530-575	511	470-500
LA17	Broderson	210	collapsed during construction	331	not feasible

*requires clean-out prior to modification

Well LA13 is owned by the Los Osos CSD, while the remaining wells are owned by San Luis Obispo County. Conceptually, the modifications consist of placing a small diameter (2.5-inch Schedule 80 PVC) casing liner into the existing wells that would be screened opposite permeable sediments in Zone E. A high solids bentonite slurry would be used to seal the new liner, and would extend across shallower screened intervals in the existing casing that could provide some penetration into the original annular space and potentially mitigate any existing borehole leakage. The modified wells would target specific depth intervals in Zone E and would greatly reduce the purge volumes required to collect representative samples (from a few thousand gallons to a few hundred).

Well LA17, which had collapsed during construction in 1985, was determined to be filled in at least 100 feet above the reported collapse depth, and no modification is considered feasible. Details of the recommended modifications for LA13, LA14, and LA16 are included in Appendix A. Geologic cross-sections showing the locations and depths of the modifications with respect to the inferred location of seawater intrusion, are shown in the attached Figures 2 through 6. Estimated Contractor costs for each of the modifications are included in Appendix B.

The recommended priority for well modification work would be to perform modifications at LA16 first, followed by LA14, and lastly LA13 (proceeding from west to east). LA16, which is also a Water Level metric well, is the farthest west and the modification would help characterize the lateral (southerly) extent of Zone E intrusion that reached LA15 in 2013 (Figure 2). LA16 was sampled in 2005 but borehole leakage (Upper Aquifer influence) currently prevents obtaining a representative sample.



New Monitoring Well Locations

Up to four locations for new monitoring wells are proposed in the Basin. The wells would be nested designs, similar to the LA40/41 well pair, with one casing in Zone E and one in Zone D. Two of the wells are located on County land (Site A and Site B), one well (Site C) is tentatively located on private property (subject to property owner consent), and the fourth well (Site D) is tentatively on San Luis Coastal Unified School District property (subject to school district consent). Table 2 presents the depth and proposed screened intervals of the new monitoring wells.

Table 2. Proposed New Monitoring Wells

Site ID	Location	Elevation	Borehole Depth	Zone D Screen	Zone E Screen
		(feet)			
Site A	Skyline	50	500	300-340	440-490
Site B	Broderson	220	800	370-410	700-780
Site C	Ramona	50	500	330-370	450-490
Site D	Sunnyside	150	800	390-440	700-780

The locations of the proposed new monitoring wells are shown in Figure 1, and the depths and monitored intervals within Zones D and E are shown with respect to the inferred seawater intrusion front in Figures 2 through 6. A brief summary of each well is provided below in the recommended order of construction (from highest to lowest priority):

Site A – Skyline

Site A is located in County right-of-way of Skyline Avenue (paved) at Broderson Avenue (unimproved). This well is recommended to replace key Chloride Metric well LA10, which is affected by borehole leakage and Upper Aquifer influence.

Site B - Broderson

Site B is located on County property at the Broderson recycled water disposal site, and will replace LA17, which was damaged during construction in 1985. A Lower Aquifer monitoring well at the Broderson site is recommended to evaluate the transmission of pressure from the Upper Aquifer groundwater mound into the Lower Aquifer.



Site C – Ramona Avenue

The Ramona Avenue site provides a second Lower Aquifer monitoring control point in the Baywood Park area (supplementing LA11). Site C would track potential Zone E intrusion moving inland of LA40, and help monitor conditions surrounding supply well LA12.

Site D – Sunnyside

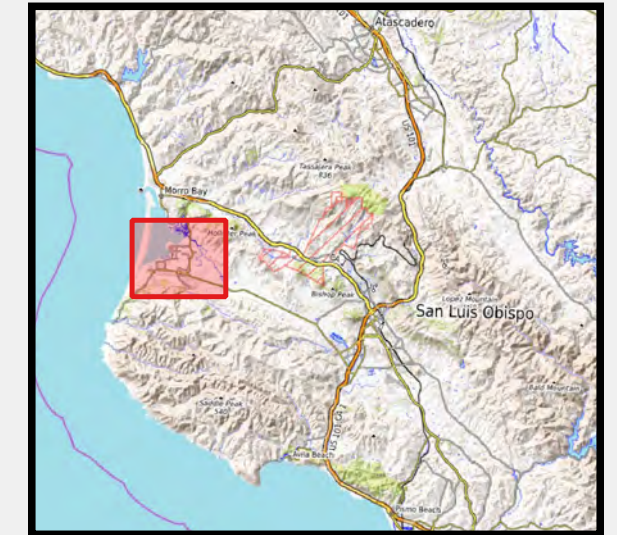
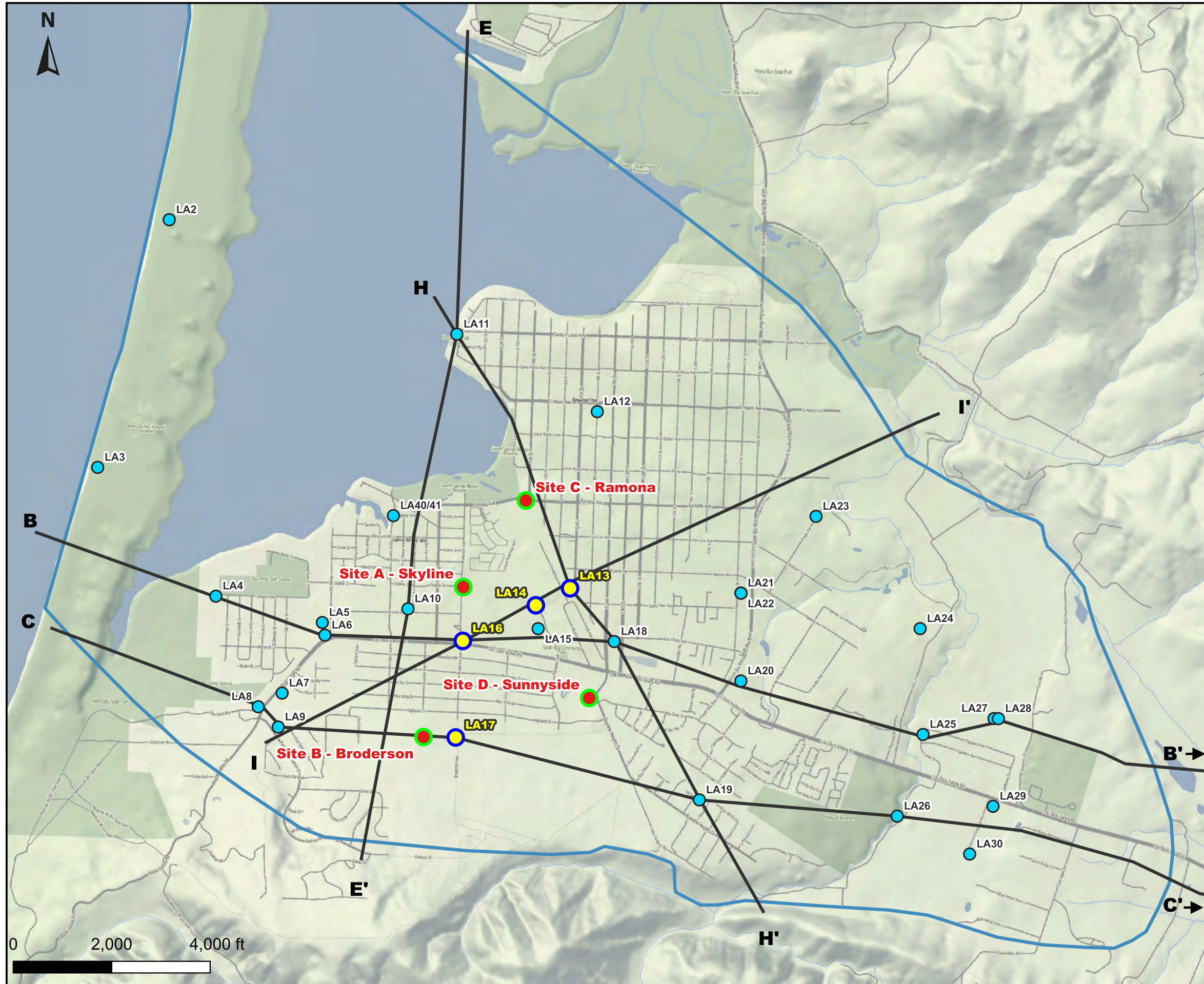
The Sunnyside well is tentatively located at Sunnyside School and, along with Site B, would monitor some of the deepest portions of Zone E. Site D would fill a gap in monitoring the Lower Aquifer southwest of downtown Los Osos.

Site A is assigned the highest priority, being the replacement for Chloride Metric well LA10. A nested monitoring well at Site A would differentiate Zone D intrusion from Zone E intrusion, which LA10 is not able to do (Figure 4). The anticipated design would be similar to the Lupine Street monitoring well (LA40/41), which was constructed in 2019 at a contractor cost of \$90,000, with bids ranging from \$90,000 to \$126,500. Current estimated costs for a well at Site A would be between \$140,000 and \$160,000.

DRAFT



FIGURES



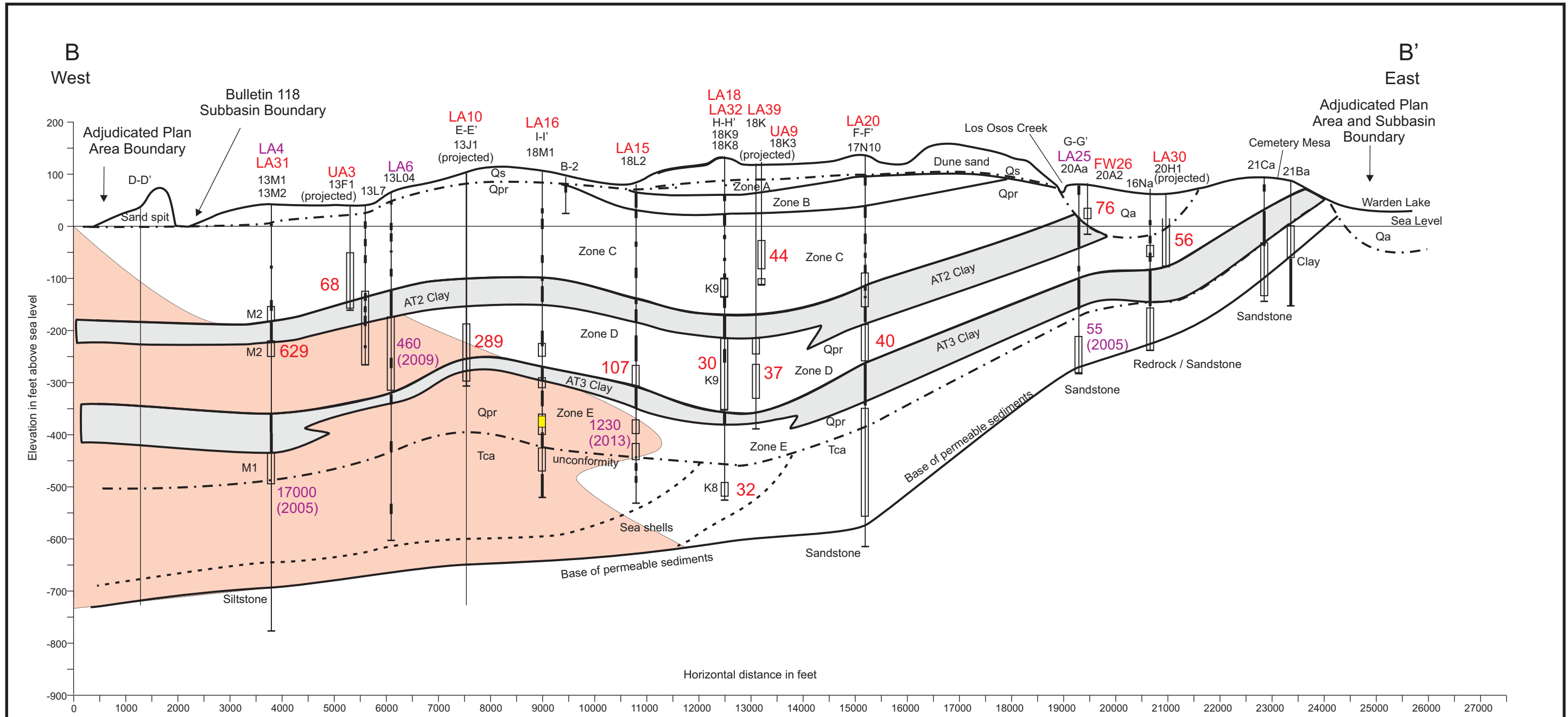
Explanation

- Basin Boundary
- Cross-section line
- Existing Lower Aquifer Well
- Existing Lower Aquifer Well Evaluated for Modification
- New Proposed Monitoring Well

Figure 1
Well Locations

Well Modification TM
Los Osos BMC

Cleath-Harris Geologists



Aquifer Zones:
 Zone A - Perched Aquifer
 Zone B - Transitional Aquifer
 Zone C - Upper Aquifer
 Zone D - Lower Aquifer (shallow)
 Zone E - Lower Aquifer (deep)

Well data point
 18M1 Well ID
 ← Clay layer
 ← Well screen
 Clay layers not shown at projected wells

Formation:
 Qa - alluvium
 Qs - dune sand
 Qpr - Paso Robles Formation
 Tca - Careaga Formation

Cross-section alignment shown in Figure 1

LA31 - LOBP Monitoring Network ID

310 - Chloride concentration in mg/L (Fall 2021)

Estimated extent of seawater intrusion (Fall 2021)

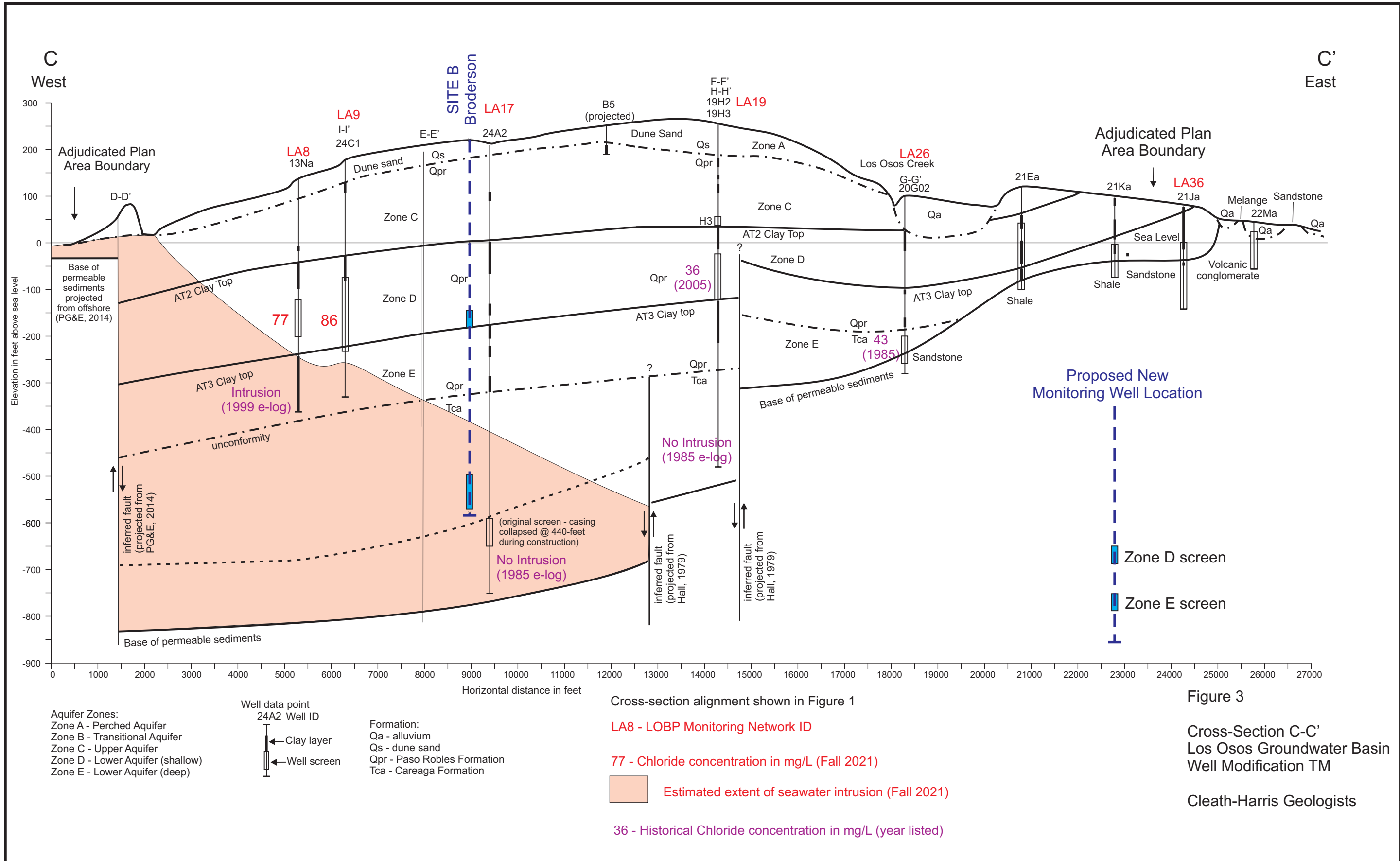
460 - Historical Chloride concentration in mg/L (year listed)

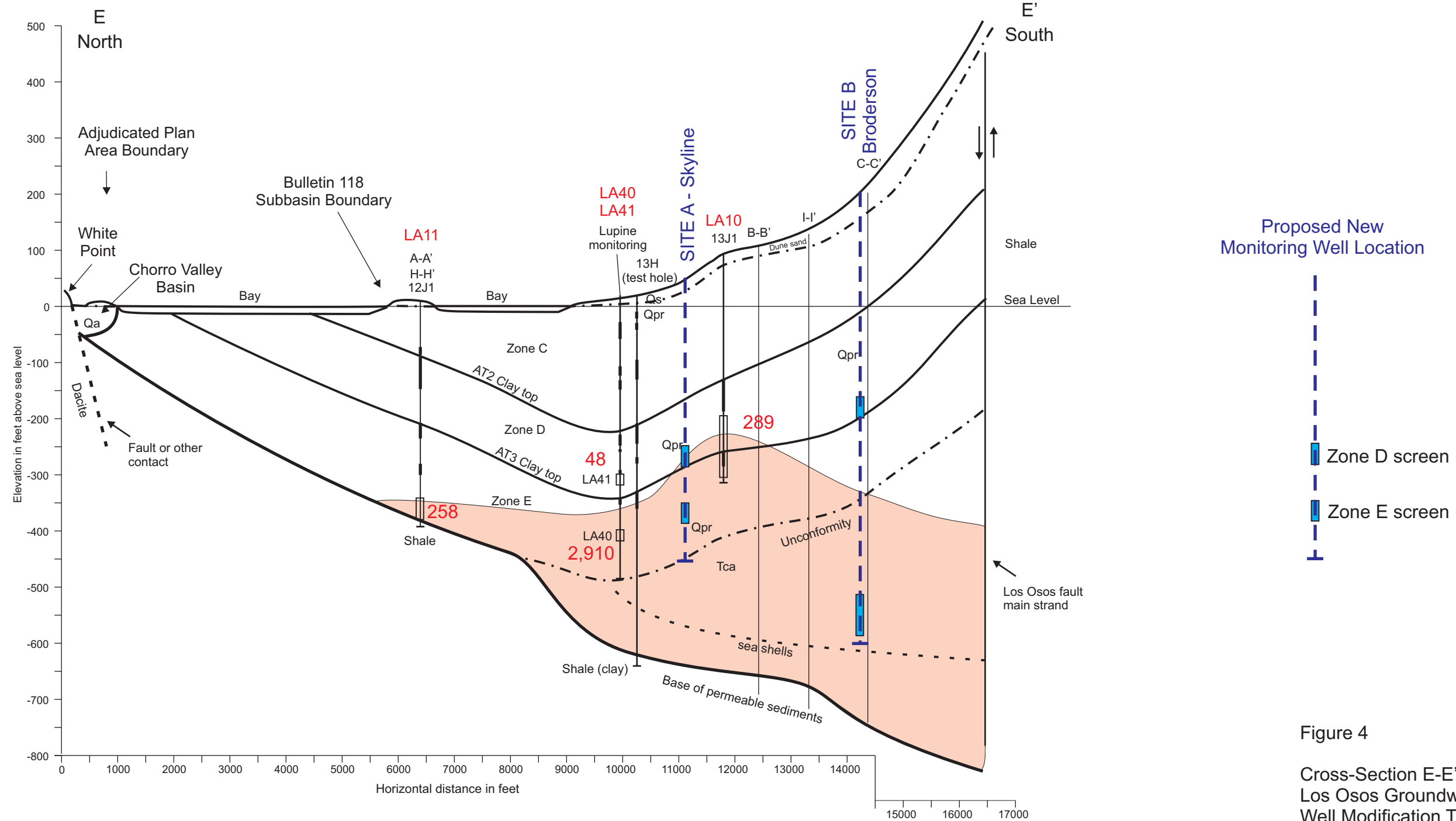
Proposed well modification to isolate screened interval at LA16 highlighted in yellow

Figure 2

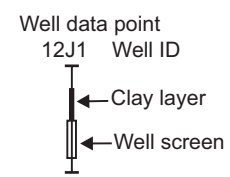
Seawater Intrusion Front
 Cross-Section B-B'
 Los Osos Groundwater Basin
 Well Modification TM

Cleath-Harris Geologists





Aquifer Zones:
 Zone A - Perched Aquifer
 Zone B - Transitional Aquifer
 Zone C - Upper Aquifer
 Zone D - Lower Aquifer (shallow)
 Zone E - Lower Aquifer (deep)



Formation:
 Qa - alluvium
 Qs - dune sand
 Qpr - Paso Robles Formation
 Tca - Careaga Formation

Cross-section alignment shown in Figure 1

LA11 - LOBP Monitoring Network ID

258 - Chloride concentration in mg/L (Fall 2021)

Estimated extent of seawater intrusion (Fall 2021)

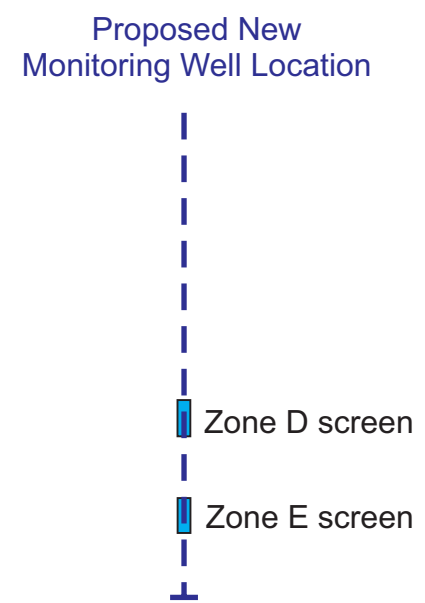
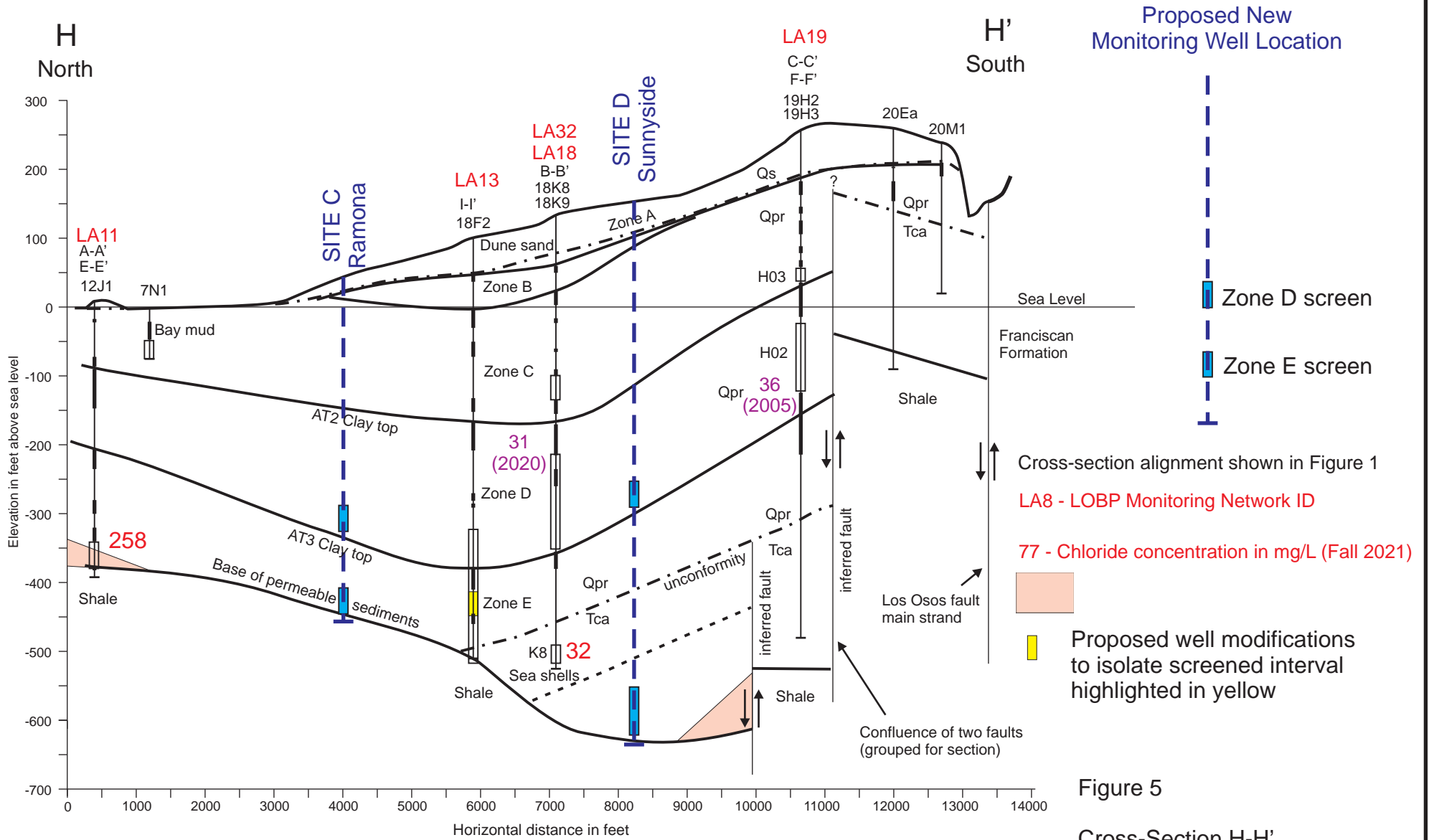


Figure 4
 Cross-Section E-E'
 Los Osos Groundwater Basin
 Well Modification TM
 Cleath-Harris Geologists



Proposed New
Monitoring Well Location

Zone D screen
Zone E screen

Cross-section alignment shown in Figure 1

LA8 - LOBP Monitoring Network ID

77 - Chloride concentration in mg/L (Fall 2021)

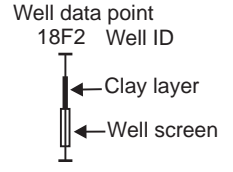
Proposed well modifications
to isolate screened interval
highlighted in yellow

Figure 5

Cross-Section H-H'
Los Osos Groundwater Basin
Well Modification TM

Cleath-Harris Geologists

Aquifer Zones:
 Zone A - Perched Aquifer
 Zone B - Transitional Aquifer
 Zone C - Upper Aquifer
 Zone D - Lower Aquifer (shallow)
 Zone E - Lower Aquifer (deep)



Formation:
 Qa - alluvium
 Qs - dune sand
 Qpr - Paso Robles Formation
 Tca - Careaga Formation

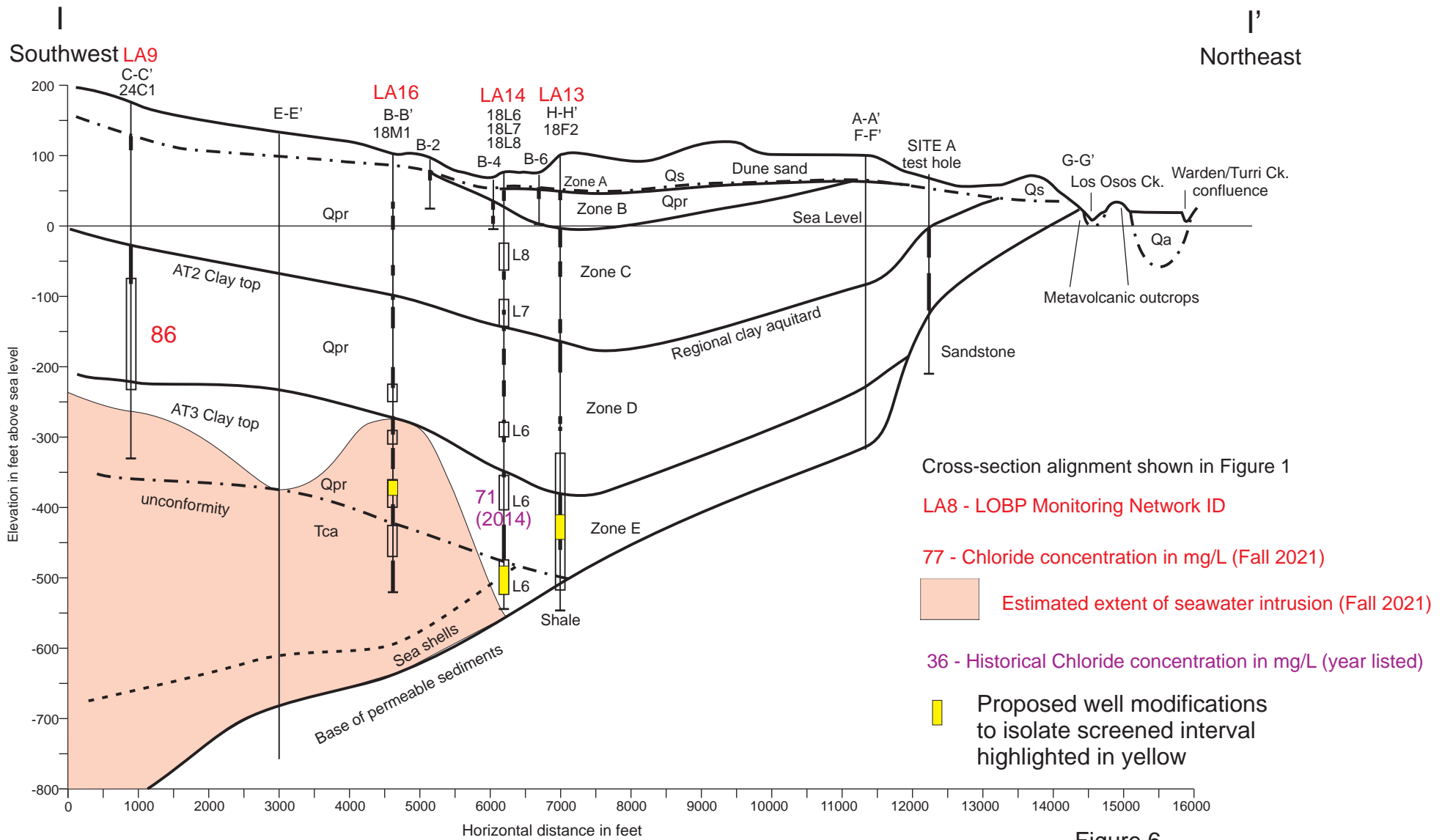
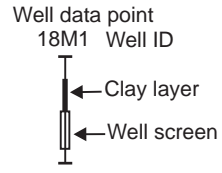


Figure 6

Cross-Section I-I'
Los Osos Groundwater Basin
Well Modification TM

Cleath-Harris Geologists

Aquifer Zones:
 Zone A - Perched Aquifer
 Zone B - Transitional Aquifer
 Zone C - Upper Aquifer
 Zone D - Lower Aquifer (shallow)
 Zone E - Lower Aquifer (deep)



Formation:
 Qa - alluvium
 Qs - dune sand
 Qpr - Paso Robles Formation
 Tca - Careaga Formation



APPENDIX A

Recommended Well Modification Details

Preliminary Well Modification Design – LA13 (30S/11E-18F2)

Site: Los Osos CSD Yard between Ferrell Avenue and 7th Street, Los Osos, California

GPS Coordinates: 35.3159, -120.8358

Well Owner: Los Osos Community Services District

Well Depth: 625 feet (currently sanded in at 536 feet)

Well Diameter: 12-inch steel with 8-inch steel liner beginning at 420 feet

SCOPE OF WORK

- 1) Submit well modification permit
- 2) Run camera to inspect existing construction.
- 3) Perform planned well modification as described below.

PLANNED MODIFICATION:

Liner Completion: 2.5-inch diameter, Sch 80 PVC casing (0.020-inch perforations 510-530 feet depth)

Annular Space inside existing well (from surface)

Seal #1: Cement top seal (0-3 feet depth)

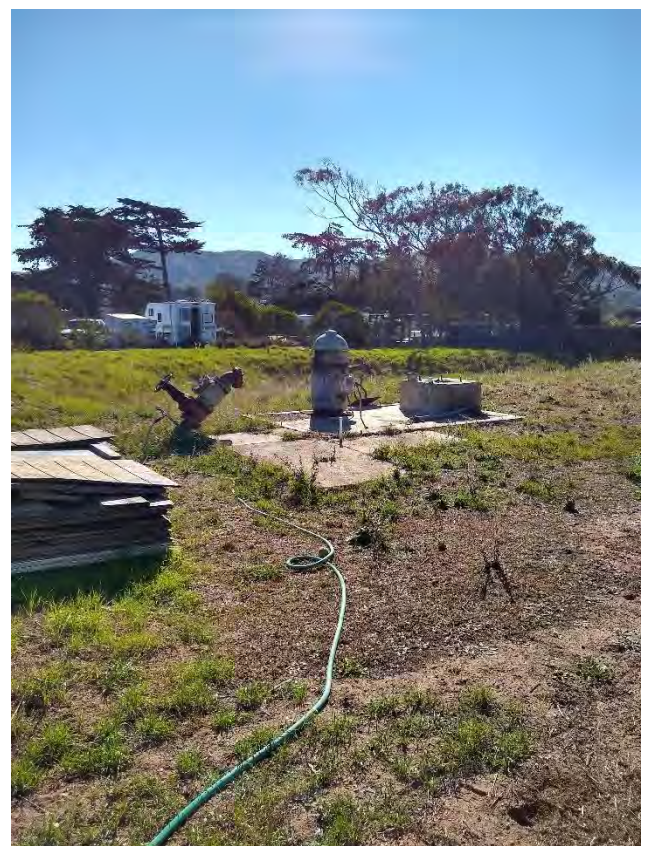
Inert fill: Clean sand up to ¼ inch (3-400 feet depth)

Seal #2: High solids bentonite slurry (400-490 feet depth)

Seal #3: Bentonite chips 490-500 feet depth

Filter pack: 8 x 20 sand (500-532 feet depth)

Seal #4: Bentonite chips 532-537 feet depth



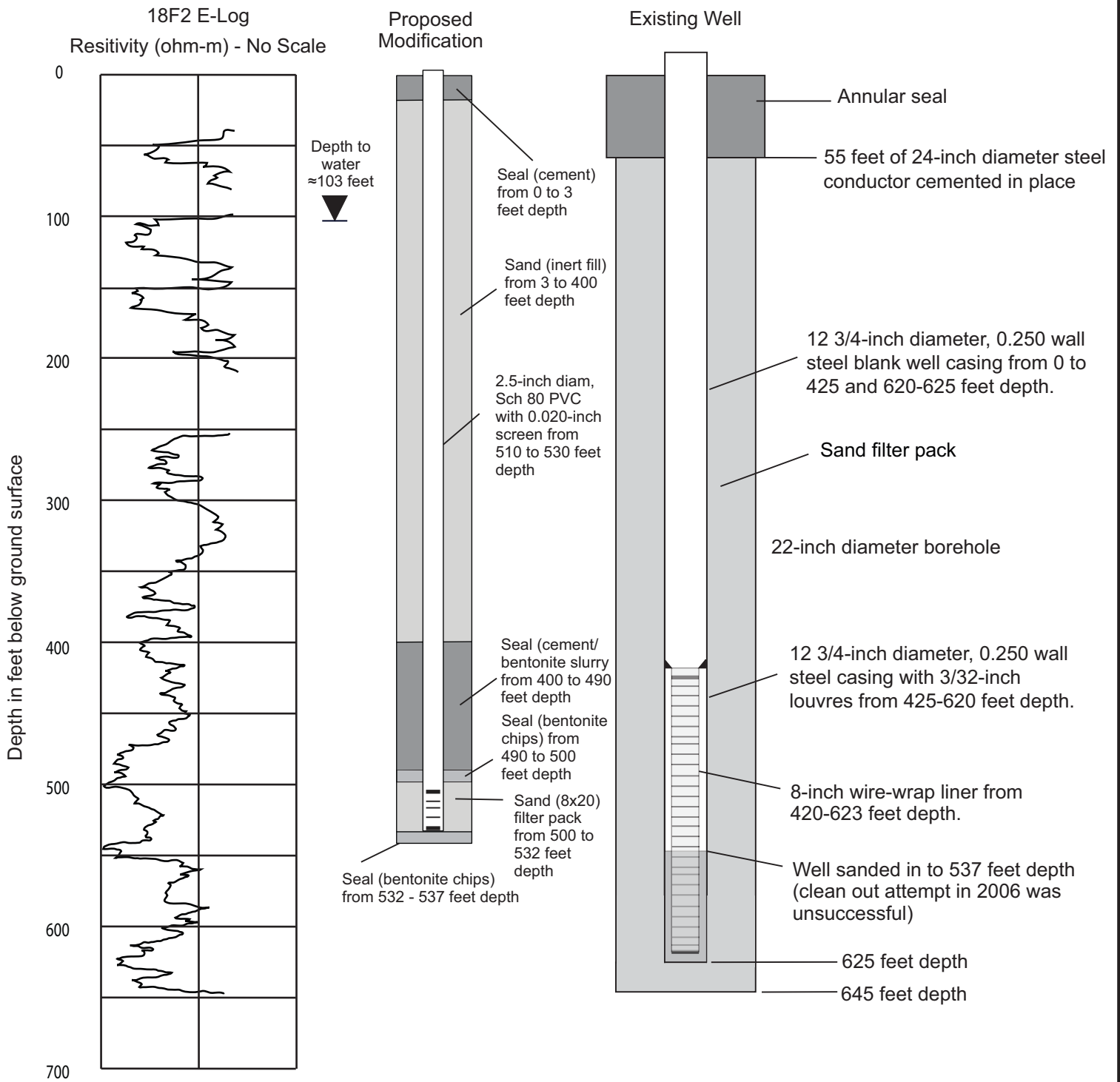


Figure 1
Well 18F2 (LA13)
Well Modification

305/11E-18F2

THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

No. 77270
State Well No. 305/11E-18F
Other Well No. #2 Ferrel

DUPLICATE
Retain this copy

(1) OWNER: Ferrel #2 well
Name SIO County Service Area 9A, Baywood Park
Address San Luis Obispo, Ca. 93401

(2) LOCATION OF WELL:
County SIO Owner's number, if any
Township, Range, and Section
Distance from cities, roads, railroads, etc.

(3) TYPE OF WORK (check):
New Well Deepening Reconditioning Destroying
If destruction, describe material and procedure in Item 11.

(4) PROPOSED USE (check):
Domestic Industrial Municipal Irrigation Test Well Other
(5) EQUIPMENT:
Rotary Mud Cable Other

(6) CASING INSTALLED:

STEEL <input checked="" type="checkbox"/> OTHER:				If gravel packed		
SINGLE <input checked="" type="checkbox"/> DOUBLE <input type="checkbox"/>		Gage or Wall	Diameter of Bore	From ft.	To ft.	
0	625	12 3/4"	250	22"	0	625

Size of shoe or well casing welded bottom
Describe joint welded
Size of gravel according to specs.

(7) PERFORATIONS OR SCREEN:
Type of perforation or name of screen LOWERS

From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.
0	425	blank		
425	620	10	120	3/32
620	625	blank		

(8) CONSTRUCTION:
Was a surface sanitary seal provided? Yes No To what depth 55 ft.
Were any strata sealed against pollution? Yes No If yes, note depth of strata

From ft. to ft.
From ft. to ft.
Method of sealing 2 1/2" x 1" well conductor cemented in a

(9) WATER LEVELS: 32" hole
Depth at which water was first found, if known 420 ft.
Standing level before perforating, if known 48 ft.
Standing level after perforating and developing 60 ft.

(10) WELL TESTS:
Was pump test made? Yes No If yes, by whom McGoy Pump Co.
g.p.m. with ft. drawdown after hrs.
Temperature of water Was a chemical analysis made? Yes No
Was electric log made of well? Yes No If yes, attach copy

(11) WELL LOG:

Total depth	ft.	Depth of completed well	ft.
645		625	
Formation: Describe by color, character, size of material, and structure			
	ft.		ft.
0	-	45	sand
45		65	brown clay
65		70	gravel & sand
70		80	brown clay
80		105	brown clay & gravel
105		117	blue clay
117		120	shale gravel
120		170	brown sandy clay
170		180	brown sand & gravel
180		245	brown clay
245		255	gravel & sand
255		270	brown clay
270		280	blue clay
280		285	sand, some gravel
285		300	blue clay
300		340	brown clay, some gravel & sand
340		420	brown sandy clay
420		455	lite brown sandy shale gravel
455		515	brown clay
515		537	lite clay
537		555	hard sandstone
555		600	sand & gravel (sandy)
600		610	gravel & sea shale (sandy)
610		645	brown shale

Work started 9/2/75 19 Completed 9/11/75
WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
NAME Miller Drilling Co.
(Person, firm, or corporation) (Typed or printed)
Address Rt. 1, Box 22
Paso Robles, Ca. 93446
[SIGNED] R. H. Miller
License No. 236900 Dated 9/22/75 19

SKETCH LOCATION OF WELL ON REVERSE SIDE

Preliminary Well Modification Design – LA14 (30S/11E-18L6)

Site: County easement at north end of Palisades Ave, Los Osos, California

GPS Coordinates: 35.3149, -120.8381

Well Owner: San Luis Obispo County

Well Depth: 600 feet (currently sanded in at 554 feet).

Well Diameter: 6-inch PVC

SCOPE OF WORK

- 1) Submit well modification permit
- 2) Submit County encroachment permit (if needed).
- 3) Temporarily remove portion of traffic barricade to access well (optional).
- 4) Clean out well from 544 to 600 feet.
- 5) Run camera to inspect existing construction.
- 6) Perform planned well modification as described below.
- 7) Re-install traffic barricade as needed.

PLANNED MODIFICATION:

Liner Completion: 2.5-inch diameter, Sch 80 PVC casing (0.020-inch perforations 550-590 feet depth)

Annular Space inside existing well (from surface)

Seal #1: Cement top seal (0-3 feet depth)

Inert fill: Commercial sand up to ¼ inch (3-340 feet depth)

Seal #2: High solids bentonite slurry (340-500 feet depth)

Seal #3: Bentonite chips 500-510 feet depth

Filter pack: 8 x 20 sand (510-600 feet depth)



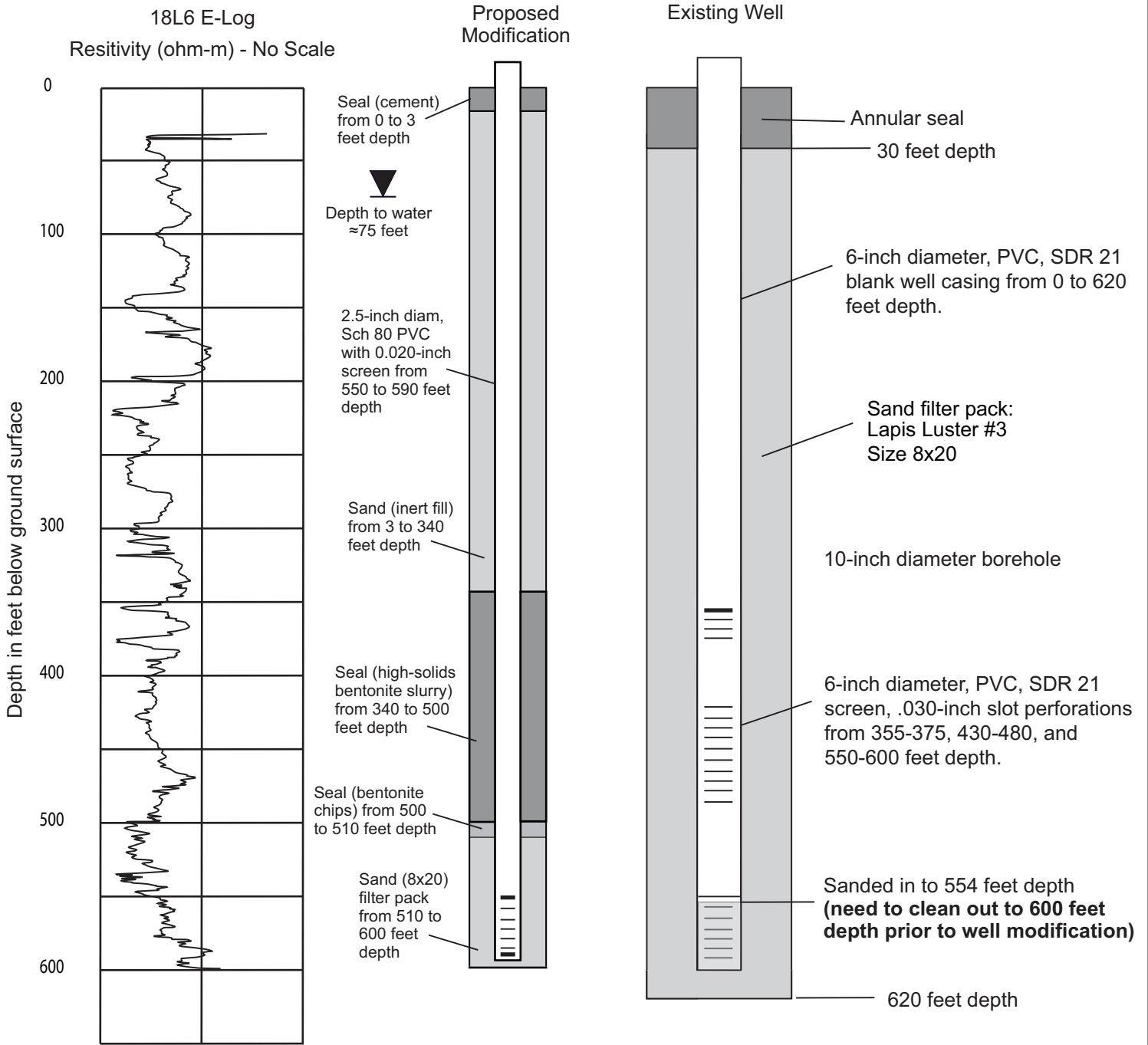


Figure 2
Well 18L6 (LA14)
Well Modification

ORIGINAL
File with DWR

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

Do not
No. 17370

Notice of Intent No. _____
Local Permit No. or Date _____

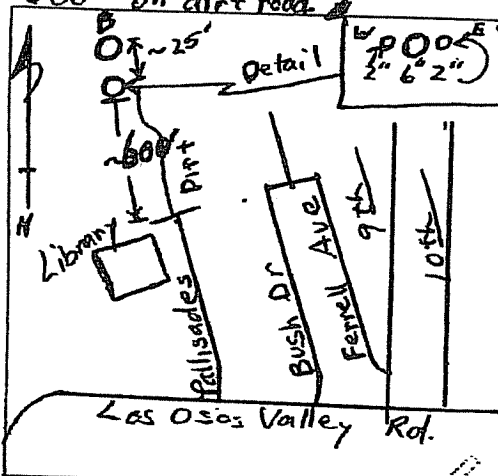
State Well No. 305/11E-1826
Other Well No. Lib Palisades

(1) OWNER: Name U.S. Geological Survey-WRD
Address 2800 Cottage Way
City Sacramento Zip 95825

(12) WELL LOG: Total depth 620 ft. Depth of completed well 620
from ft. to ft. Formation (Describe by color, character, size or material)

(2) LOCATION OF WELL (See instructions):
County San Luis Obispo Owner's Well Number _____
Well address if different from above Library Palisades
Township _____ Range _____ Section _____
Distance from cities, roads, railroads, fences, etc. From Los Osos Valley Road proceed North on Palisades past library to end of road, continue northerly another 600' on dirt road.

See attached sheet



(3) TYPE OF WORK:
New Well Deepening
Reconstruction
Reconditioning
Horizontal Well
Destruction (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:
Domestic
Irrigation
Industrial
Test Well
Stock
Municipal
Other

WELL LOCATION SKETCH

NOT FOR PUBLIC USE 13752

(5) EQUIPMENT:
Rotary Reverse
Cable Air
Other Bucket

(6) GRAVEL PACK: Leptis & Steel
Yes No Size 20-20
Diameter of bore 9 7/8 inches
Packed from 620 to 30 ft.

(7) CASING INSTALLED:
Steel Plastic Concrete

(8) PERFORATIONS:
Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
0	60.5	6	SDR21	355	375	.030
				430	480	"
				550	600	"

(9) WELL SEAL:
Was surface sanitary seal provided? Yes No If yes, to depth 30 ft.
Were strata sealed against pollution? Yes No Interval 260-265
Method of sealing Cement/Bentonite 300-305

(10) WATER LEVELS:
Depth of first water, if known _____ ft.
Standing level after well completion 92 ft.

(11) WELL TESTS:
Was well test made? Yes No If yes, by whom? _____
Type of test _____ Pump Bailor Air lift
Depth to water at start of test 99 ft. At end of test 112 ft.
Discharge 60 gal/min after 1 hours Water temperature 7.5°C
Chemical analysis made? Yes No If yes, by whom? USGS
Was electric log made? Yes No If yes, attach copy to this report

Work started _____ 19____ Completed _____ 19____

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of knowledge and belief.

SIGNED _____
(Well Driller)
NAME USGS-WRD Western Region Drilling Co.
(Person, firm, or corporation) (Typed or printed)
Address 345 Middlefield Road
City Menlo Park Zip 94025
License No. _____ Date of this report 8-14-85

Preliminary Well Modification Design – LA16 (30S/11E-18M1)

Site: County easement at northeast corner of the Los Osos Valley Road and Broderson Ave, Los Osos, California

GPS coordinates: 35.3128, -120.8430

Well Owner: San Luis Obispo County

Well Depth: 577 feet (currently sanded in at 511 feet)

Well Diameter: 10-inch steel

SCOPE OF WORK

- 1) Submit well modification permit.
- 2) Submit County encroachment permit (if needed).
- 3) Expose and remove existing steel top plate to access well.
- 4) Run camera to inspect existing construction.
- 5) Perform planned well modification as described below.

PLANNED MODIFICATION:

Liner Completion: 2.5-inch diameter, Sch 80 PVC casing (0.020-inch perforations 470-500 feet depth)

Annular Space inside existing well (from surface)

Seal #1: Cement top seal (0-3 feet depth)

Inert fill: Commercial sand up to ¼ inch diameter (3-320 feet depth)

Seal #2: High solids bentonite slurry (320-440 feet depth)

Seal #3: Bentonite chips 440-450 feet depth

Filter pack: 8 x 20 sand (450 to 505 feet depth)

Seal #4: Bentonite chips 505-511 feet depth

Wellhead: Install traffic-rated well box with cement pad (ground surface is above existing wellhead)



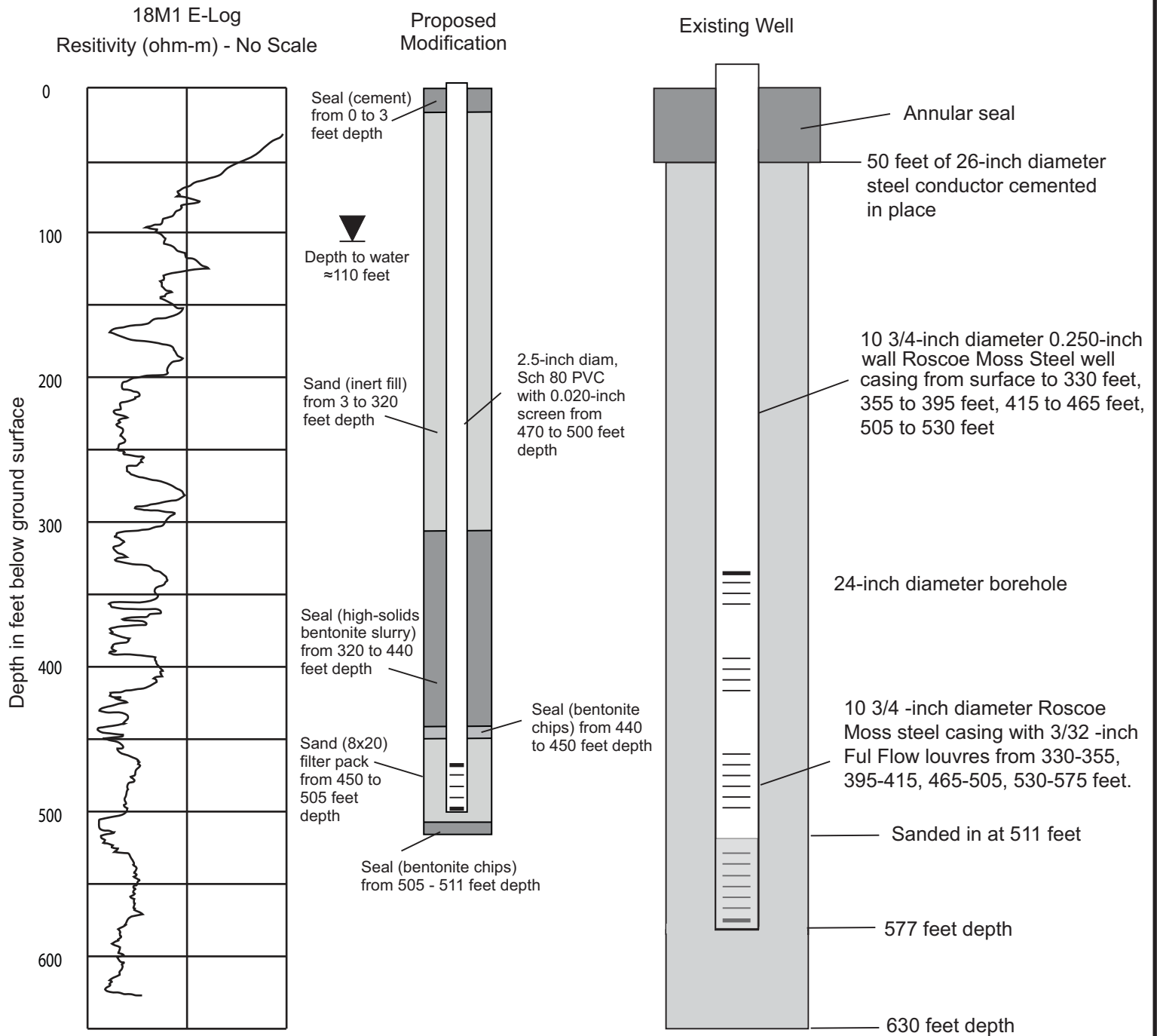


Figure 3
Well 18M1 (LA16)
Well Modification

(given to County)
FLOYD V. WELLS, INC.

given to county Licensed
Broderson/WORK Drilling
Contractors

1337 West Betteravia Road Phone WALnut 5-8626
SANTA MARIA, CALIFORNIA 93454

Mailing Address:
Post Office Box 1007
Santa Maria, California

Goleta Office:
5798 Dawson Ave:
Phone 967-4124
Santa Maria
Phone Zenith 2-7726

See Log #5

Log of well drilled for : California Cities Water Co., Baywood Park
Location : 85 ft. north of center line Los Osos Valley Rd.,
40 ft. east of center line Broderson Ave.
Surface seal : 50 ft. of 26" x .250 wall pipe cemented in place
Well bore : 24"
Casing : 577 ft. of 10 3/4" x .250 wall Roscoe Moss Full Flow
Perforations : 575 ft. to 530 ft., 505 ft. to 465 ft.,
415 ft. to 395 ft., 355 ft. to 330 ft.,
3/32" Full Flow louvres
Well completed : 10 July 1973

Formation

From	0	to	70	feet	
"	70	"	110	"	Fine brown sand
"	110	"	160	"	Reddish brown sand and sandy clay
"	160	"	165	"	Brown sand and sandy clay
"	165	"	245	"	Brown sand
"	245	"	265	"	Brown sandy clay with strips of fine sand
"	265	"	275	"	Brown clay with sand and gravel
"	275	"	295	"	Brown sandy clay with small amount of gravel
"	295	"	328	"	Fine sand and sandy clay
"	328	"	338	"	Sandy brown clay with sand strips
"	338	"	350	"	Brown sandy clay with sand and gravel
"	350	"	372	"	Brown sandy clay with sand strips
"	372	"	392	"	Sand and gravel with clay
"	392	"	402	"	Brown sandy clay with sand and small amount gravel
"	402	"	420	"	Fine sand and sandy clay
"	420	"	436	"	Sandy brown clay with sand strips
"	436	"	460	"	Blue and brown sandy clay
"	460	"	477	"	Brown sandy clay with sand strips
"	477	"	490	"	Brown sandy clay with sand and gravel
"	490	"	495	"	Brown sandy clay with sand and small amount gravel
"		"		"	Brown sandy clay

- continued -

Log of well drilled for : California Cities Water Co., Baywood Park

Formation

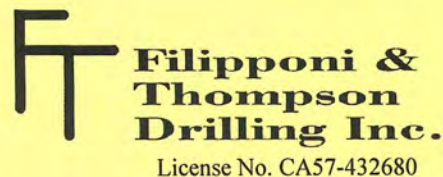
From	495	to	525	feet	Black clay and blue clay with fine sand
"	525	"	536	"	Brown sandy clay and fine sand
"	536	"	562	"	Sand and gravel with small amount of clay
"	562	"	570	"	Blue and brown sandy clay and gravel
"	570	"	630	"	Brown sandy clay and gravel



APPENDIX B

Estimated Well Modification Contractor Costs
Filipponi & Thompson Drilling, Inc.

Filipponi & Thompson Drilling, Inc.
 PO Box 845
 Atascadero, CA 93423



TEL: (805)466-1271 FAX: (805)466-2388

Estimate

NAME / ADDRESS
LOS OSOS C.S.D. 2122 9TH STREET, STE. 110 LOS OSOS, CA 93402

DATE	ESTIMATE #
6/2/2022	1276

E-mail
RMUNDS@losososcscd.org

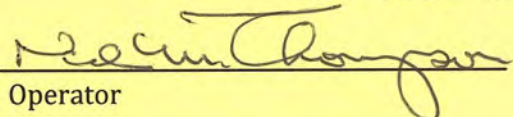
Project
LA13 (30S/11E-18F2)

DESCRIPTION	QTY	COST	TOTAL
LOS OSOS CSD C/O SPENCER HARRIS WELL LA13 (30S/11E-18F2)			
ESTIMATE FOR WELL MODIFICATIONS. 12" STEEL WELL WITH 8" STEEL LINER AT 420 FT.			
WELL MODIFICATION PERMIT	1	1,200.00	1,200.00
VIDEO WELL	1	2,250.00	2,250.00
PERFORM WELL MODIFICATION	1	6,000.00	6,000.00
510' - 2 1/2" FLUSH WALL PVC SCH. 80	1	13,700.00	13,700.00T
20' - 2 1/2" FLUSH WALL PVC SCH. 80 0.020" PERFORATIONS	1	540.00	540.00T
2 1/2" FLUSH WALL CAPS	1	150.00	150.00T
5' (532' - 537') BENTONITE CHIPS	1	150.00	150.00T
32' (500' - 532') 8 X 20 SAND	1	200.00	200.00T
10' (490' - 500') BENTONITE CHIPS	1	200.00	200.00T
90' (400' - 490') HIGH SOLIDS BENTONITE SLURRY	1	300.00	300.00T
397' (3'-400') COMMERCIAL SAND	1	1,400.00	1,400.00T
3' (0-3') CEMENT TOP	1	100.00	100.00T
*** ESTIMATE INCLUDES LABOR COST ***		0.00	0.00
Sales Tax		7.25%	1,213.65

TO ACCEPT THIS OFFER, PLEASE SIGN BELOW AND RETURN THIS CONTRACT TO OUR OFFICE.

TOTAL \$27,403.65

THIS OFFER WILL EXPIRE AFTER 30 DAYS UNLESS ACCEPTED.

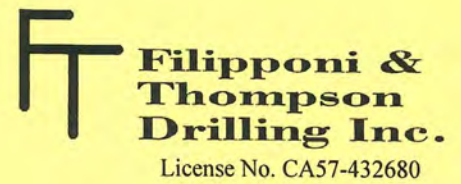

 Operator

Signature

Date

I ACCEPT THE ABOVE OFFER

Filipponi & Thompson Drilling, Inc.
 PO Box 845
 Atascadero, CA 93423



TEL: (805)466-1271 FAX: (805)466-2388

Estimate

NAME / ADDRESS
LOS OSOS C.S.D. 2122 9TH STREET, STE. 110 LOS OSOS, CA 93402

DATE	ESTIMATE #
6/2/2022	1278

E-mail
RMUNDS@losososcscsd.org

Project
LA14 (30S/11E-18L6)

DESCRIPTION	QTY	COST	TOTAL
LOS OSOS CSD C/O SPENCER HARRIS WELL LA14 (30S/11E-18L6)			
ESTIMATE FOR WELL MODIFICATION. 6" PVC WELL			
WELL MODIFICATION PERMIT	1	1,200.00	1,200.00
REMOVE & INSTALL TRAFFIC BARRICADE (IF NEEDED)	1	2,000.00	2,000.00
CLEAN OUT WELL FROM 544' - 600'	1	4,800.00	4,800.00
VIDEO WELL	1	2,000.00	2,000.00
PERFORM WELL MODIFICATION	1	6,000.00	6,000.00
560' - 2 1/2" FLUSH WALL PVC SCH. 80	1	15,120.00	15,120.00T
40' - 2 1/2" FLUSH WALL PVC 0.020" PERFORATIONS	1	1,080.00	1,080.00T
2 1/2' FLUSH WALL CAPS	1	150.00	150.00T
90' (510' - 600') 8 X 20 SAND	1	300.00	300.00T
10' (500' - 510') BENTONITE CHIPS	1	100.00	100.00T
160' (340' - 500') HIGH SOLIDS BENTONITE SLURRY	1	300.00	300.00T
337' (3' - 340') COMMERCIAL SAND	1	500.00	500.00T
3' (0 - 3') CEMENT TOP	1	50.00	50.00T
TOOL FABRICATION	1	2,000.00	2,000.00
AIR COMPRESSOR	1	2,000.00	2,000.00
ESTIMATE INCLUDES LABOR COST	1	0.00	0.00
COUNTY ENCROACHMENT PERMIT TO BE OBTAINED BY OTHERS			
Sales Tax		7.25%	1,276.00

TO ACCEPT THIS OFFER, PLEASE SIGN BELOW AND RETURN THIS CONTRACT TO OUR OFFICE.

TOTAL \$38,876.00

THIS OFFER WILL EXPIRE AFTER 30 DAYS UNLESS ACCEPTED.

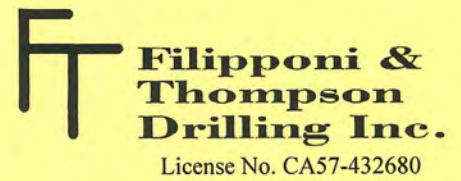
Operator _____

Signature _____

Date _____

I ACCEPT THE ABOVE OFFER

Filipponi & Thompson Drilling, Inc.
 PO Box 845
 Atascadero, CA 93423



TEL: (805)466-1271 FAX: (805)466-2388

Estimate

NAME / ADDRESS
LOS OSOS C.S.D. 2122 9TH STREET, STE. 110 LOS OSOS, CA 93402

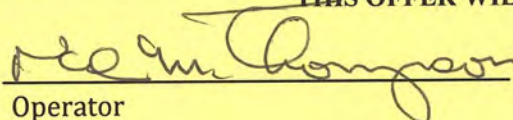
DATE	ESTIMATE #
6/2/2022	1277

E-mail
RMUNDS@losososcscd.org

Project
LA16 (30S/11E-18MI)

DESCRIPTION	QTY	COST	TOTAL
LOS OSOS CSD C/O SPENCER HARRIS WELL LA16 (30S/11E-18M1)			
ESTIMATE FOR WELL MODIFICATION. 10" STEEL WELL			
WELL MODIFICATION PERMIT	1	1,200.00	1,200.00
EXPOSE AND REMOVE STEEL PLATE TO ACCESS WELL	1	2,400.00	2,400.00
VIDEO WELL	1	2,000.00	2,000.00
PERFORM WELL MODIFICATION	1	6,000.00	6,000.00
470' - 2 1/2" FLUSH WALL PVC SCH. 80	1	12,690.00	12,690.00T
30' - 2 1/2" FLUSH WALL PVC SCH. 80 0.020" PERFORATIONS	1	810.00	810.00T
2 1/2' FLUSH WALL CAPS	1	150.00	150.00T
6' (505' - 511') BENTONITE CHIPS	1	150.00	150.00T
55' (450' - 505') 8 X 20 SAND	1	300.00	300.00T
10' (440' - 450') BENTONITE CHIPS	1	150.00	150.00T
120' (320' - 440') HIGH SOLIDS BENTONITE SLURRY	1	500.00	500.00T
317' (3' - 320') COMMERCIAL SAND	1	1,400.00	1,400.00T
3' (0 - 3') CEMENT TOP	1	100.00	100.00T
ESTIMATE INCLUDES LABOR COST	1	0.00	0.00
COUNTY ENCROACHMENT PERMIT TO BE OBTAINED BY OTHERS			
Sales Tax		7.25%	1,178.13
TO ACCEPT THIS OFFER, PLEASE SIGN BELOW AND RETURN THIS CONTRACT TO OUR OFFICE.		TOTAL	\$29,028.13

THIS OFFER WILL EXPIRE AFTER 30 DAYS UNLESS ACCEPTED.


 Operator

Signature

Date

I ACCEPT THE ABOVE OFFER

Attachment C
Agreement for Services

AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("Agreement") is made and effective as of _____, 2022 (the "Effective Date"), between _____ ("Consultant"), and the **LOS OSOS COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain in effect from through _____ ("Term").

2. SERVICES

Consultant shall perform the tasks described in Consultant's proposal for _____ (the "Proposal") attached hereto as Exhibit A and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

District's General Manager shall represent District in all matters pertaining to the administration of this Agreement. _____, will represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of _____ Dollars (\$_____.00), unless otherwise first approved in writing by the District. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District General Manager or its delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, the District General Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

(f) The Consultant, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of The District to comply with this Section.

9. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

10. **INDEMNIFICATION**

(a) Consultant shall hold harmless and indemnify, including the cost to defend (with legal counsel acceptable to the District), the District, and its respective principals,

directors, officers, agents, and employees from and against all claims, loss, liability, suits and damages, including attorney's fees, that arise out of, pertain to, or relate to Consultant's negligence, recklessness or willful misconduct in connection with the performance of Consultant's obligations under this Agreement, or that of Consultant's sub-consultants, agents or employees (or any entity or individual for which Consultant bears legal liability).

(b) Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(c) Without affecting any of the rights of District under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless District for liability attributable to the active negligence of District, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where District is shown to have been actively negligent and where District active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of District.

11. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein as though set forth in full.

12. **WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS**

District and Consultant intend and agree that Consultant is an independent contractor of District and agree that Consultant and Consultant's employees and agents have no right to Workers' Compensation and other District -sponsored employee benefits. Consultant agrees to provide Workers' Compensation and other employee benefits, where required by law, for Consultant's employees and agents. Consultant agrees to hold harmless and indemnify District for any and all claims arising out of any claim for injury, disability, or death of Consultant and any of Consultant's employees or agents.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District General Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at

depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Ron Munds, General Manager
Los Osos Community Services District
2122 9th St
Los Osos, CA 93402

With a copy to: Thomas D. Green, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, CA 93403

To Consultant:

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Proper venue for any litigation concerning this Agreement shall be in the County of San Luis Obispo.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

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

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

25. **LITIGATION**

In the event District desires Consultant to prepare for or appear in litigation on behalf of District, and Consultant agrees to perform said services, other than herein specified, District shall pay Consultant the usual and customary fees charged by Consultant for such services, and Consultant agrees to perform said services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**LOS OSOS
COMMUNITY SERVICES DISTRICT**

By: _____

By: _____

Attest:

Its: _____

Approved As To Form:

Thomas D. Green, District Counsel

Attachments:
Exhibit A- Consultant's Proposal
Exhibit B- Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject

to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make

any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subconsultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall

be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.