

---

## Central Coast Regional Water Quality Control Board

July 1, 2016

### Advisory Team

John Robertson  
Executive Officer  
RWQCB, Central Coast Region  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401

Jessica Jahr, Esq.  
State Water Resources Control Board  
Office of Chief Counsel  
P.O. Box 100  
Sacramento, CA 95812

Dear Advisory Team,

REBUTTAL OF EVIDENCE IN THE MATTER OF PROPOSED CEASE AND DESIST ORDER  
NO.R3-2016-0015, CENTRALLY GROWN INC, CENTRALLY GROWN L.L.C., DAVE  
ROBERTSON

We would like to submit the attached exhibits for the record in the Centrally Grown (CG) CDO case. The three exhibits include a technical report that we recently received from CG's engineer, Shannon Jessica, P.E., and two photographs. This technical report was not submitted as a rebuttal in accordance with the hearing procedures. The technical report is the most recent information that CG has provided regarding the status of their wastewater treatment system, and is the only response we have received regarding the system. It's demonstrative of some initial efforts to comply, but also some continuing issues with the operation of the system. To date, the system is still out of compliance. It's not unduly prejudicial to CG, and it serves to illuminate the issues presented in the CDO.

The two photographs are from inspections conducted by Board staff, and demonstrate the underlying facts of the CDO. They also help illustrate the continuing issues, and are not unduly prejudicial to any of the parties.

We believe that the record is more complete with these items included, and respectfully request their inclusion.

---

DR. JEAN-PIERRE WOLFF, CHAIR | JOHN M. ROBERTSON, EXECUTIVE OFFICER

895 Aerovista Place, Suite 101, San Luis Obispo, CA 93401 | [www.waterboards.ca.gov/centralcoast](http://www.waterboards.ca.gov/centralcoast)



Best regards,

Prosecution Team

Attachments: Centrally Grown Progress Report  
2 CG Photos

Cc: Dave Robertson  
Centrally Grown Inc.  
2200 Hollyridge Drive  
Los Angeles, CA 90068-3517

Incorp Services Inc.  
Agent for: Centrally Grown Inc.  
5716 Corsa Ave, Suite 110  
Westlake CA 91362

[ECM# 788896](#)





June 9, 2016

Mr. Jon Rokke  
Water Resources Control Engineer  
Central Coast Regional Water Quality Control Board  
895 Aerovista Place, Suite 101  
San Luis Obispo, CA 93401

Subject: Centrally Grown Wastewater System

Dear Mr. Rokke,

On June 3, 2016, Wallace Group (Wallace) was retained by Centrally Grown, Inc. (CG) to assist with engineering consulting and design services to rehabilitate their wastewater system located at 7432 Exotic Garden Drive, Cambria, CA. The scope of services being provided by Wallace Group is outlined in the contract between Wallace and CG, provided as Attachment A of this report. Wallace was initially contacted by Nathan Love, the contractor hired by CG to assist with facility improvements, in May 2016 and asked Wallace to participate in correspondence with the Regional Water Quality Control Board (RWQCB). Wallace was specifically asked to review and address the proposed Cease and Desist Order (CDO) and hearing notice dated April 29, 2016. Wallace has agreed to participate as a liaison between the CG and the RWQCB in regards to the proposed CDO and wastewater treatment and disposal issues. The following is provided as a status update.

According to CG, the restaurant has been closed since January 2016 with minimal use of the facilities since that time. CG management has recently expressed interest in re-opening the restaurant, and in doing so have recognized the need to rehabilitate the wastewater system and dedicate resources to management and operation of the wastewater treatment and disposal facility. It is the intention of CG management to comply with RWQCB requirements in order to avoid issuance of the CDO, and attendance at the July 28/29 hearing, if possible. Currently the wastewater system is on stand-by, as there is no use at the facility that would warrant operation. CG management has indicated that they do not plan on reinitiating use of the disposal field until rehabilitation measures have been planned and constructed.

Wallace Group conducted a site visit at the CG facility on Friday, May 27, 2016, and again on Friday June 3, 2016. The following is a summary of those visits, a chronology of the actions that have taken place to-date, and an outline of the proposed course of action for future operations at the CG facility.

At the May 27 site visit I met with Nathan Love and Rafa Vargas (CG groundskeeper). I inspected the disposal field, and we discussed the initial work that should be done to further assess the condition of the system and to develop an overall improvement plan. The disposal field was dry and Rafa said that when the field is manually operated 8 psi of pressure can be detected at the far end of the field, indicating that the entire system is capable of receiving the design pressure. Prior to closure, Rafa mentioned that the filter at the headworks (following the effluent pump, but prior to the



CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

[www.wallacegroup.us](http://www.wallacegroup.us)



disposal field) was clogging with fiber from the Orenco biofilter on a continuous basis and needed to be manually cleaned daily. Investigating the cause for the filter clogging and/or replacing the filter with a more robust design will be included in the proposed Facilities Improvement Plan.

It was decided at the May 27<sup>th</sup> meeting that sections of the disposal field should be uncovered and left uncovered for inspection of the soils underneath the emitters, to view the disposal emitters in operation, and to check for any visible grease or oil discharging from the system. We also identified an area on the site for the additional 520 linear feet of dripline, and discussed the installation procedure proposed by Clay's Septic. Clay's Septic has proposed to re-purpose the existing stormwater holding tanks as effluent holding tanks, rerouting the stormwater pipeline around the tanks. The new effluent holding tanks would be equipped with a dedicated pump that would supply the new 520 linear feet of disposal dripline Geoflow system, which would be installed on the hillside below the courtyard<sup>1</sup>. A copy of Clay's proposal to CG is provided as Attachment B of this report.

On June 3, 2016 I attended another site visit to view the disposal field and the sections of uncovered emitters, and to perform a dye test of the existing restaurant sewer lines and grease interceptor. Myself, Bill Callahan (Wallace), Nathan Love (SLO Remodel), Rafa Vargas (CG Groundskeeper), Madison Drake (CG), and Dave Robertson (CG) attended the meeting. A compilation of photos from this visit are provided in Attachment C of this letter.

#### Grease Interceptor Inspection and Dye Test

During the June 3 visit, Wallace initiated the site inspection by opening each of the three manhole lids to the grease interceptor, and the lid of the influent manhole directly adjacent to the interceptor. The 2,000 gallon grease interceptor was about half-way full with no visible grease accumulation on the sides or surface of the water. An effluent filter had been installed on the discharge side of the interceptor, and it looked to be new and in good condition. Similarly, the influent manhole looked to be relatively clean and in good condition with no noticeable odors or buildup.

Following the inspection of the interceptor and manhole, Wallace conducted a tour of the restaurant to look for sink fixtures and drains that would be tested during the dye test. The restaurant is comprised of two stories, with kitchen and washing facilities located on both the upper and lower floors. A bar with small bar sinks and an ice maker is located upstairs. Men's and women's restroom facilities are located on the lower level.

Wallace began the dye test in the upstairs kitchen area. Bill Callahan performed the test and I inspected the interceptor and influent manhole to determine where the flow was discharging to. Table 1 provides an outline of the results from the dye test.

<sup>1</sup>Proposed improvements have yet to be finalized. A Facilities Improvements Plan will be prepared by Wallace Group and distributed to the RWQCB for review and comment once all system evaluations have been completed.



**Table 1. Centrally Grown Restaurant Kitchen Drain Dye Test Results**

No.	Fixture/Drain Location Description	Discharge Location	Notes
1	Upstairs – Floor Drain Range	Manhole	
2	Upstairs – 3 Compartment Sink	Manhole	
3	Upstairs – Mop Sink	Manhole	
4	Upstairs – Floor Drain next to mop sink	Manhole	
5	Downstairs – 2 Compartment Sink	Interceptor	
6	Downstairs – Floor Drain next to sink	Interceptor	*Dirty line
7	Downstairs – Kettle Drain	Interceptor	
8	Downstairs – Floor Drain by Range	Interceptor	
9	Downstairs – Floor Drain by Range #2	Interceptor	*Dirty line
10	Downstairs – Dishwash Area Sink	Interceptor	
11	Downstairs – 3 Compartment Sink	Interceptor	
12	Downstairs – Dish area floor drain	Manhole	
13	Downstairs - Hallway/Breezeway Trench Drain	Interceptor	

The general pattern found was that the majority of upstairs drains were routed directly to the influent manhole, bypassing the grease interceptor. The majority of downstairs drains were correctly routed to the interceptor. Initial findings from the dye test have prompted CG to review construction RFI information to determine where the sewer lines were installed to determine the best way to re-route the upstairs lines to the interceptor. The intention of CG management is to maintain use of the upstairs kitchen and correctly route the sinks and floor drains to the interceptor. Table 2 outlines the number of fixture units in the restaurant. The total number of fixtures was used to determine if the current grease interceptor is sized to handle the total capacity, assuming the upstairs kitchen drains are re-routed. Based on Table 1014.3.6 Gravity Grease Interceptor Sizing found in Chapter 10 of the Uniform Plumbing Code, the minimum Gravity Grease Interceptor size for a facility with 42 DFUs is between 1,000 gallons and 1,250 gallons. The existing 2,000 gallon Gravity Grease Interceptor exceeds the capacity requirements identified in the 2013 Uniform Plumbing Code.



**Table 2. Centrally Grown Plumbing Fixture Count**

Type of Fixture	Drainage Fixture Unit (DFU) Value	Number of Fixtures	Calculated DFU Value
<b>Upstairs Kitchen</b>			
Bar Sinks	1 DFU	1	1
Dishwasher	2 DFU	1	2
Pot Sink	3 DFU	1	3
Floor Drains	2 DFU	4	8
Mop Sinks	3 DFU	1	3
3 Compartment Sink	3 DFU	1	3
<b>Downstairs Kitchen</b>			
Dishwasher	2 DFU	1	2
Pot Sink	3 DFU	1	3
Floor Drains	2 DFU	6	12
3 Compartment Sink	3 DFU	1	3
2 Compartment Sink	2 DFU	1	2
<b>TOTAL</b>	<b>26</b>	<b>19</b>	<b>42</b>

Disposal Field Inspection

Following the dye test, another evaluation of the disposal field was conducted to view the uncovered emitters and subgrade. As can be seen in photos 60-68 in Attachment C (specifically Photo 63), the Geoflow tubing was installed on top of native subgrade material and covered with crushed gravel, as opposed to trenched into the native subgrade. This discontinuity in soil material provides water with an accessible route for runoff downgradient, rather than to percolate down into the ground.

To determine the best method for disposal field rehabilitation, the original soils engineer for the project, Fred Potthast from Earth Systems Pacific, conducted a site visit on Tuesday June 7, 2016. A brief conversation with Fred after his site visit revealed that it is possible the quality of soil under the existing disposal field tubing may not match what was in the original percolation testing. Grading and construction activities prior to installation of the disposal field may have disrupted the well-draining soil, leaving only the hardpan and shallow rock.

Fred suggested that additional potholing might be worthwhile, to determine the slope of the hardpan/rock material and to see if rehabilitation of the existing field would provide for better disposal. Fred also recommended that CG evaluate additional





areas on the site that are currently using potable water for irrigation for possible reuse of treated effluent, to reduce the demand on the existing field. This concept, along with additional potholing of the existing field, will be discussed and the recommended action plan will be outlined in the proposed Facilities Improvement Plan.

#### Hold and Haul Program

While the Facilities Improvement Plan is being developed, CG will be implementing a "hold and haul" program where they will be storing all wastewater in the existing treatment tanks. Clay's Septic will be called to remove wastewater from the tanks prior to discharging to the disposal field. Water meter readings and visual inspections of the wastewater tanks will be taken daily to determine the approximate daily flow discharging to the system, and when to call Clay's for pumping.

#### Summary of Action Items To-Date

The following is a summary of the actions that have taken place to-date, and the recommended actions to be done over the next month.

- Secured Civil Engineer and contractor to evaluate system, and design and install wastewater improvements
- Conducted evaluation of field emitters, soil condition under emitters, and interior tubing condition
- Conducted evaluation of grease interceptor and influent manhole condition
- Conducted dye test of grease interceptor to determine interior routing of kitchen drain lines
- Soils engineer conducted a site visit and provided recommendations for further testing of the existing field, and identified potential areas for additional driplines onsite.

#### Next Steps

- Prepare Facilities Improvement Plan, which will include the design documents for re-routing all plumbing lines from the restaurant to the grease interceptor; installation of additional dripline (520 linear feet minimum); rehabilitation of the existing field; and replacement of the existing headworks filter.
- Initiate "Hold and Haul" Program to ensure that all wastewater generated onsite is removed and disposed of at an approved disposal facility until all elements of the Facilities Improvement Plan are constructed and operational.
- Prepare Operations and Maintenance Manual.
- Secure long-term contract with certified operator for on-going operation and maintenance of equipment, including weekly sampling and submitting monthly reports to RWQCB.

Please let me know if you have any questions or comments.

Sincerely,

WALLACE GROUP

A blue ink signature of Shannon Jessica.

Shannon Jessica, PE  
Senior Civil Engineer



**ATTACHMENT A – WALLACE GROUP CONTRACT**



TRANSMITTAL

---

**Date:** May 27, 2016 **Project Number:** PP16-5808-0915

---

**To:** Nathan Love  
Dave Robertson  
7432 Exotic Garden Drive  
Cambria, CA 93428

**VIA Email**

**Phone:**  
**Fax:**  
**Email:** [stloremodel@gmail.com](mailto:stloremodel@gmail.com)

---

**From:** Shannon Jessica, PE  
Senior Civil Engineer  
**WALLACE GROUP**  
612 Clarion Court  
San Luis Obispo, CA 93401

**Phone:** 805 544-4011  
**Fax:** 805 544-4294  
**Email:** [shannonj@wallacegroup.us](mailto:shannonj@wallacegroup.us)

---

**Subject:** Proposal for Centrally Grown Wastewater Consulting

---

Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please sign where indicated and return one original to our office, to the attention of Sybil Regan, Marketing Coordinator, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

ATTACHMENT  
PP16-5808  
Exhibit A  
Exhibit B



WALLACE GROUP<sup>®</sup>

CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

[www.wallacegroup.us](http://www.wallacegroup.us)

May 27, 2016

Nathan Love  
Dave Robertson  
7432 Exotic Garden Drive  
Cambria, California 93428

Subject: Centrally Grown Wastewater Consulting

Dear Mr. Love:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

#### PROJECT UNDERSTANDING

Centrally Grown has been operating their wastewater system under the Regional Water Quality Control Board Permit No. 97-10-DWQ, which governs discharges to land by small domestic wastewater treatment systems. On April 29, 2016 the Assistant Executive Officer of the Regional Water Quality Control Board, Central Coast Region served a tentative cease and desist order (CDO) for noncompliance with their discharge permit. A hearing has been scheduled for July 28-29, 2016 to determine if the Central Coast Water Board will issue the cease and desist order to Centrally Grown.

Wallace Group originally designed the wastewater treatment and disposal system in 2013, and has been assisting Centrally Grown with wastewater consulting services on an as needed basis since that time, primarily to resolve issues relating to project components that were not installed in accordance with the approved plan. Key issues have included grease management and performance of the effluent disposal field. During a period from October 2015 to May 2016, Centrally Grown had several outstanding invoices due to Wallace Group for services rendered. During this period, Centrally Grown maintained consistent communication with consultants and vendors, even when cash was not available. In May 2016, a representative from Centrally Grown contacted Wallace Group for assistance with the cease and desist order and additional wastewater consulting. Centrally Grown agreed to pay the outstanding invoices to initiate these additional services from Wallace Group. Wallace Group is appreciative of Centrally Grown's consistent communication with us during the period of closure, but would like to implement a retainer program for future services. The proposed retainer program is outlined in detail in the "Project Fees" section of this proposal.

Language in the CDO indicates that the reactivation of the wastewater system, and operation of the restaurant, rely heavily on engineering input, oversight, and direction. Ultimately, the engineer must provide the plan of action and observe key elements of the physical construction, with the end goal of certifying the completed system. Wallace Group will need confirmation from the Owner that in this sensitive circumstance, no work will be undertaken until we (engineer) indicate that an approved plan is in place and that our office will be allowed to observe the work and require the correction of any noted issues.

Once a plan has been developed, it must be approved by the Owner (Dave Robertson) and the Regional Board, with confirmation that the recommendations outlined in the plan will be implemented. Any new construction must be observed by Wallace Group in order for us to certify that the system has been installed per plan. The following Scope of Services



CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

[www.wallacegroup.us](http://www.wallacegroup.us)



outlines the specific tasks we expect will be necessary for rehabilitation of the wastewater treatment and disposal system.

#### **SCOPE OF SERVICES**

1. Wallace Group will assist Centrally Grown with the proposed improvements to the disposal field, including observation and recommendations for grading of the existing disposal field area, review of soil material for import, review of construction installation specifications for re-installation of drip tubing and emitters, and observation of emitters in operation (uncovered).
2. Review and oversight of additional irrigation/disposal piping installation, submittal review for the new irrigation pump, effluent filter, drip tubing, and piping.
3. Review of proposed stormwater system modifications and piping for re-routing around disposal field improvements.
4. Observation of grease trap operation during dye testing. Wallace Group will prepare a summary report of the observation for submittal to the Regional Water Quality Control Board, per the CDO.
5. Wallace Group will prepare an overall summary report of the proposed improvements, for submittal to the Regional Water Quality Control Board per the CDO.
6. Wallace Group will assist with developing the Operations and Maintenance Management Program and will develop a written document to be used for submittal to the Regional Water Quality Control Board, per the CDO.

#### **Deliverables:**

- Inspection reports following each site visit
- Review comments/memorandums for equipment

#### **TO BE PROVIDED BY THE CLIENT**

- Client to maintain communication regarding construction activity, and to allow access to the site for inspection
- Permit fees, as applicable
- Client to provide management-level review and approval of documents prepared by Wallace Group prior to submittal to the Regional Water Quality Control Board

#### **ITEMS NOT INCLUDED IN SCOPE OF SERVICES**

The following services are not included in this Scope of Services or estimate of fees:

- Construction drawings or specifications, other than those specified above.
- Additional County permitting

#### **PROJECT FEES**

Wallace Group will perform the services denoted in the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate is that our fees will be in the range of \$8,000 to \$10,000, but the final cost will depend on a number of



factors outside of our control, including the extent of field observation required and coordination with the Regional Board. These services will be invoiced monthly on an accrued basis in accordance with the attached Standard Billing Rates (Exhibit A). Reimbursables are included in the time and materials estimated fee amount stated above.

Prior to initiation of work, Wallace Group will require a \$4,000 deposit to be held as a retainer through completion of services. At the completion of the work, once all prior invoicing is current, Wallace Group will return the deposit to Centrally Grown. In the event invoicing is not current (30 days from invoice issuance), Wallace Group will draw from the retainer to make up the difference. At no time will services rendered exceed the \$4,000 deposit amount without written communication and agreement between Wallace Group and Client on payment timeline.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

#### TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office, which will serve as our notice-to-proceed.


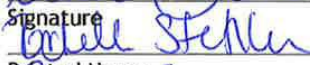


We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Shannon Jessica.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

  
Robert S. Miller, PE C57474  
Principal Engineer  
612 Clarion Court  
San Luis Obispo  
California 93401  
T 805 544-4011  
F 805 544-4294  
www.wallacegroup.us

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

Attachments  
sr: PP16-5808, 2014, std  
Exhibit A  
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

## Standard Billing Rates Exhibit A



### Engineering, Design & Support Services:

Assistant Designer/Technician .....	\$ 65
Designer/Technician I - IV .....	\$ 70 - \$100
Senior Designer I - III.....	\$138 - \$148
GIS Technical Specialist .....	\$130
Senior GIS Technical Specialist.....	\$145
Associate Engineer I - II .....	\$ 90 - \$100
Engineer I - IV.....	\$135 - \$150
Senior Engineer I - III .....	\$155 - \$170
Director .....	\$170
Principal Engineer .....	\$182
Principal .....	\$190

### Support Services:

Office Assistant .....	\$ 50
Project Assistant I - III .....	\$ 70 - \$ 86

### Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

### Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

### Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

### Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

**Exhibit B**  
**Standard Terms and Conditions**  
**Wallace Group Proposal No. PP16-5808**  
**Contract Agreement Date: May 27, 2016**

**CLIENT:**           **DAVE ROBERTSON**  
7432 Exotic Garden Drive, Cambria, California 93428

**CONSULTANT:**   **WALLACE GROUP, A CALIFORNIA CORPORATION**  
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

**ARTICLE 1. GENERAL PROVISIONS**

**1.1 Preamble**

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

**1.2 Governing Law and Jurisdiction**

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

**1.3 Precedence of Conditions**

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

**1.4 Standard of Care**

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**1.5 Corporate Protection**

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

**1.6 Confidentiality**

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

**1.7 Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.



### 1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### 1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

### 1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

### 1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

### 1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

### 1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

### 1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

### 1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

### 1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

### 1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

**1.18 Services by CLIENT**

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

**1.19 Retention**

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

**ARTICLE 2. DEFINITIONS**

**2.1 Burdened Labor Costs**

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

**2.2 Direct Expenses**

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

**ARTICLE 3. COMPENSATION**

**3.1 Payment Due**

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

**3.2 Interest**

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

**3.3 Collection Costs**

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

**3.4 Termination or Suspension of Services**

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

**3.5 Retention Discounts**

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

**3.6 Satisfaction with Services**

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

**3.7 Disputed Invoices**

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

### **3.8 Payments to the CONSULTANT**

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

### **3.9 Advance Payment: Withholding Work Product**

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

## **ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS**

### **4.1 Definitions**

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

### **4.2 Services During Construction**

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

### **4.3 Soil Testing**

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

### **4.4 Opinion of Probable Construction Costs**

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

### **4.5 Budget Adjustment**

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

## **ARTICLE 5. TERMINATION OF AGREEMENT**

### **5.1 Due to Default**

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

### **5.2 Without Cause**

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

### **5.3 Termination Adjustment: Payment**

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

## **ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY**

### **6.1 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **6.2 Contractor and Subcontractor Claims**

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **6.3 Warranty**

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

### **6.4 Interpretation**

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

### **6.5 Delays**

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

## **ARTICLE 7. HAZARDOUS WASTE MATERIALS**

### **7.1 Liability**

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

## **ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS**

### **8.1 CONSULTANT Ownership**

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

### **8.2 Document Reuse**

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

### **8.3 Electronic Media Alteration and Reuse**

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

**ATTACHMENT B – CLAY’S SEPTIC PROPOSAL**





Contractor's License #674109

867 Guadalupe Street, Guadalupe, CA 93434 | P: 1-800-928-CLAY (2529) | F:805-929-1192 | info@clays-septic.com | www.clays-septic.com

Date: May 23, 2016

**Proposal Submitted To:**

Name: Centrally Grown  
Contact: Rochelle Sfetku  
Street: PO Box 57905  
City: Sherman Oaks  
State: CA Zip: 91413  
Telephone: (805) 400-4998  
E-mail: rochelle@centrallygrown.com  
CC: madisondrake@aol.com

**Work To Be Performed At:**

Street: 7432 Exotic Gardens Drive  
City: Cambria  
State: CA Zip: 93428  
 Permits Included ( up to \$300.00 )  
 Permits Not Necessary  
 Not Responsible For Permits

We hereby submit (upon approval by administrative authority) specifications and estimates for:

- Bid to install carbon filter, in a wine barrel, to the septic tank.
- Includes parts and plumbing necessary to connect the filter to the septic system.

Bid includes all labor, material, spreading excess soil over site and equipment necessary to complete job. If excess soil needs to be hauled away, add \$500.00 to this bid. We are not responsible for landscaping, sprinklers, animals, sidewalks, driveways, fencing, trees, soil conditions, soil settling, underground water, or the condition of any pipe adjacent to or nearby our specified work area or any known, unknown, unmarked, or underground wires, pipes, or drains and the intersection of sewer lines or utility lines where they cross our excavation. This bid is pending all administrative authorities' approval.

**If bid is accepted, please sign copy and email, fax or mail back to us. Clay's Septic will warranty our labor for a period of two years from date of service, material is guaranteed to be as specified, and the above work to be performed and completed in a substantial workmanlike manner for the sum of: \$ 4,000.00**

**Payment is due net 30 days after services are rendered. Clay's Septic & Jetting, Inc. reserves the right in its sole discretion to modify or alter this payment requirement. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.**

"Notice to owner" (Section 7019- Contractors License Law) Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or modification thereof, in the office of a county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Submitted by Clay's Septic & Jetting Inc. State License No. 674109 C36 C42

John Swope

Note- Clay's Septic & Jetting reserves the right to rescind this contract pending the location of utilities or if not accepted with-in 30 days.

**Acceptance of Proposal**

**The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.**

Accepted by \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Method of payment: Cash { } Check { } Credit Card { } Escrow { } ( check one )**

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, (3132 Bradshaw Road,) Sacramento, California. (Mailing Address: P O Box 26000, Sacramento, California 95826)



Contractor's License #674109

867 Guadalupe Street, Guadalupe, CA 93434 | P: 1-800-928-CLAY (2529) | F:805-929-1192 | info@clays-septic.com | www.clays-septic.com

Date: May 23, 2016

**Proposal Submitted To:**

Name: Centrally Grown  
Contact: Rochelle Sfetku  
Street: PO Box 57905  
City: Sherman Oaks  
State: CA Zip: 91413  
Telephone: (805) 400-4998  
E-mail: rochelle@centrallygrown.com  
CC: madisondrake@aol.com

**Work To Be Performed At:**

Street: 7432 Exotic Gardens Drive  
City: Cambria  
State: CA Zip: 93428  
 Permits Included ( up to \$300.00 )  
 Permits Not Necessary  
 Not Responsible For Permits

We hereby submit (upon administrative authority approval) specifications and estimates for:

- > Clean effluent system
- > Install new PolyLok 3014 pressure filter with stainless steel filter and sock
- > Install new Liberty SX pump control panel
- > Plumb effluent to existing poly tanks
- > Includes piping, wiring, boxes and solenoids needed

Bid includes all labor, material, spreading excess soil over site and equipment necessary to complete job. If excess soil needs to be hauled away, add \$500.00 to this bid. We are not responsible for landscaping, sprinklers, animals, sidewalks, driveways, fencing, trees, soil conditions, soil settling, underground water, or the condition of any pipe adjacent to or nearby our specified work area or any known, unknown, unmarked, or underground wires, pipes, or drains and the intersection of sewer lines or utility lines where they cross our excavation. This bid is pending all administrative authorities' approval.

**If bid is accepted, please sign copy and email, fax or mail back to us. Clay's Septic will warranty our labor for a period of two years from date of service, material is guaranteed to be as specified, and the above work to be performed and completed in a substantial workmanlike manner for the sum of: \$ 10,300.00**

**Payment is due net 30 days after services are rendered. Clay's Septic & Jetting, Inc. reserves the right in its sole discretion to modify or alter this payment requirement. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.**

"Notice to owner" (Section 7019- Contractors License Law) Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work or improvement, an original contract for the work of improvement or modification thereof, in the office of a county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Submitted by Clay's Septic & Jetting Inc. State License No. 674109 C36 C42

  
John Swope

Note- Clay's Septic & Jetting reserves the right to rescind this contract pending the location of utilities or if not accepted with-in 30 days.

**Acceptance of Proposal**

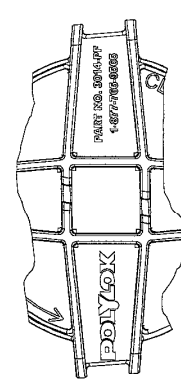
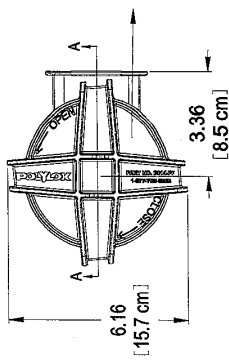
**The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.**

Accepted by \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

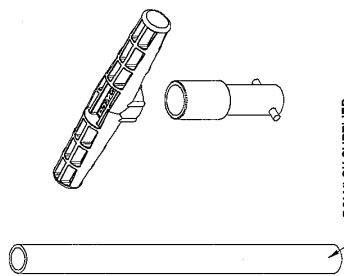
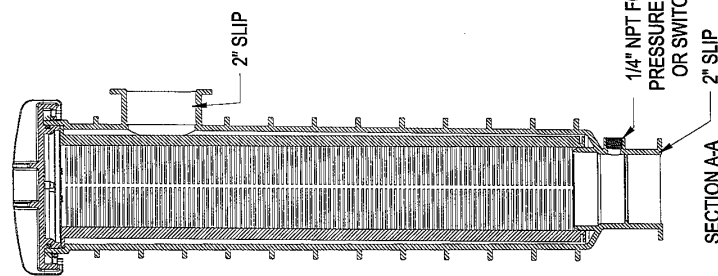
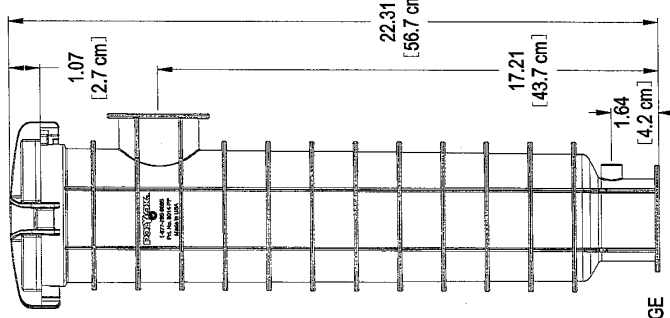
**Method of payment: Cash { } Check { } Credit Card { } Escrow { } ( check one )**

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, (3132 Bradshaw Road,) Sacramento, California. (Mailing Address: P O Box 26000, Sacramento, California 95826)



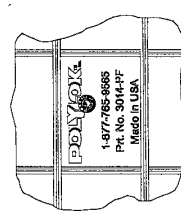


COVER LABELING

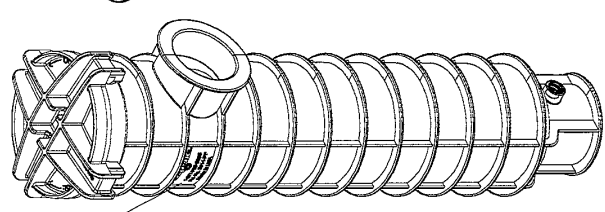


POLYLOK SUPPLIED  
18 3/4\"/>

OPTIONAL  
POLYLOK PRESSURE FILTER WRENCH KIT  
PART NO. 3014-PFW



HOUSING LABELING



SLOT FILTER  
NO. 3014-F

STAINLESS FILTER  
NO. 3014-SS

FILTER SOCK  
NO. 3014-SOCK

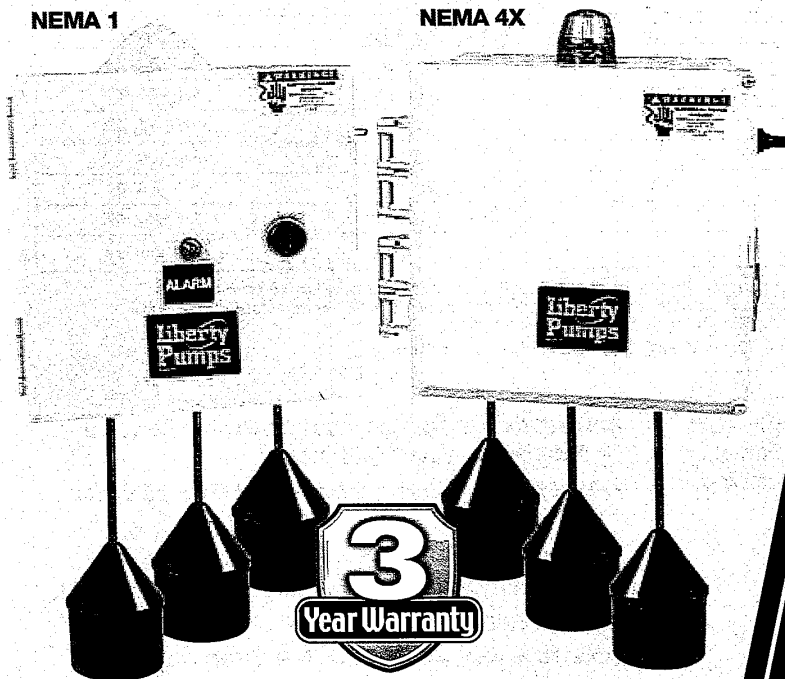
**POLYLOK PRESSURE FILTER & HOUSING**  
**PART NO. - 3014-PF**  
**1/16\"/>**

# Liberty Pumps®

## SX-Series

NEMA 1

NEMA 4X



### Other Available Options:

- Alarm bell
- Redundant off
- Cycle counter
- Dead front
- Main disconnect
- Flasher
- Manual alarm reset
- Power on light
- Lockable latch
- Overload protection
- Alternate beacon color
- High and low level indicators
- Seal fail indicator
- Anti-condensation heater
- Pilot breaker
- Overload reset, thru-door
- Beacon guard
- Thermal cutout
- Elapsed time meter
- Delay timer
- Lightning arrestor
- GFI convenience receptacle
- Start/Run Capacitors

### Simplex Pump Controls

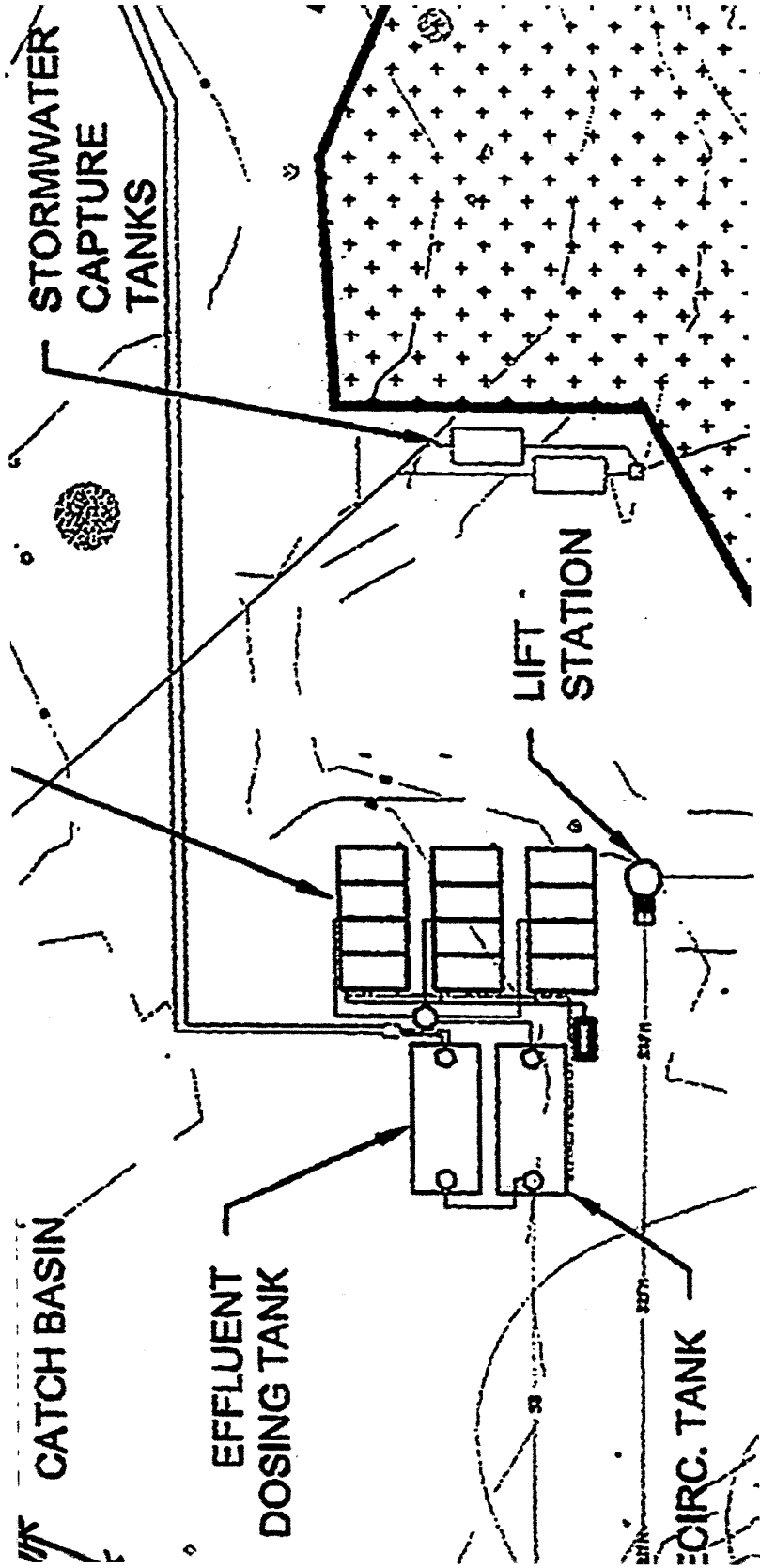
For reliable control of a single pump in residential or commercial installations. Common applications include sump basins, effluent or sewage pump chambers and lift stations.

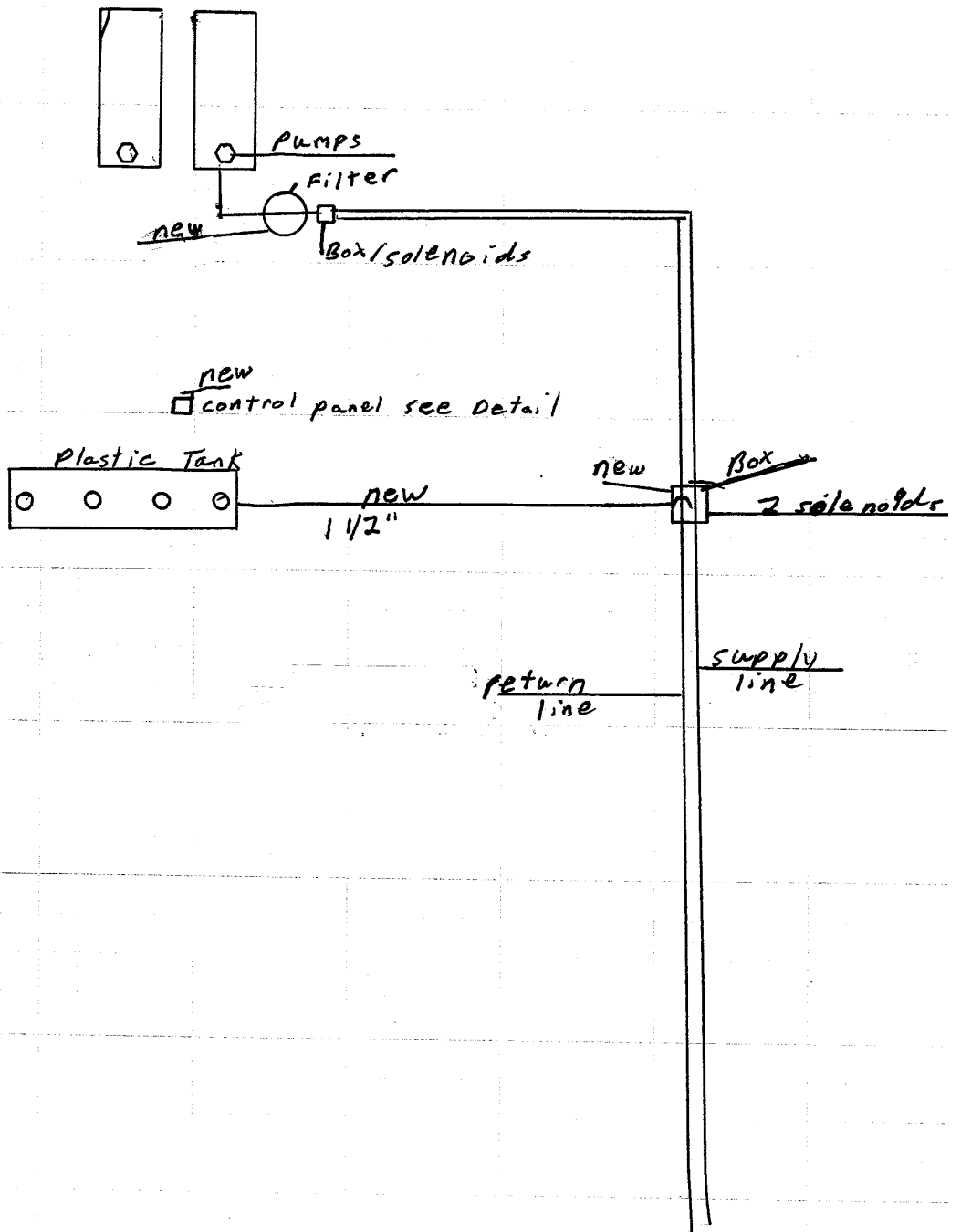
#### Standard Features:

- Across-the-line magnetic contactor
  - Test/Auto switch
- Terminal block for easy wiring
  - Circuit breaker
  - Green pump run indicator light (internal)
- Red alarm indicator light/audible alarm
  - Auxiliary Contacts
- Alarm silence and test switches
- Tri 120/208/240V. operation on single phase
- Tri 208/240/480V. operation on three phase

All SX-series panels are shipped complete with floats. Standard cord length is 20 feet.

innovate. evolve.

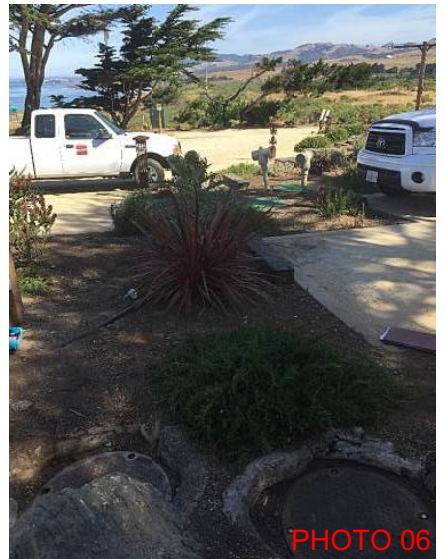




**ATTACHMENT C – PHOTOS FROM 6/3/2016 SITE VISIT**



SITE VISIT - CENTRALLY GROWN  
6-03-2016



SITE VISIT - CENTRALLY GROWN  
6-03-2016



SITE VISIT - CENTRALLY GROWN  
6-03-2016



PHOTO 17



PHOTO 18



PHOTO 19



PHOTO 20



PHOTO 21



PHOTO 22



PHOTO 23



PHOTO 24



PHOTO 25



SITE VISIT - CENTRALLY GROWN  
6-03-2016



PHOTO 26



PHOTO 27



PHOTO 28



PHOTO 29



PHOTO 30



PHOTO 31



PHOTO 32



PHOTO 33



PHOTO 34

SITE VISIT - CENTRALLY GROWN  
6-03-2016



PHOTO 35



PHOTO 36



PHOTO 37



PHOTO 38

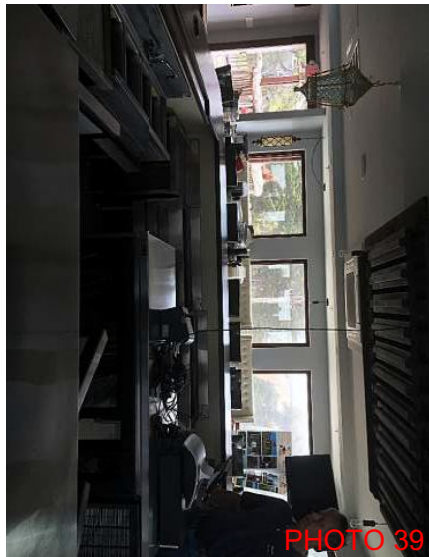


PHOTO 39



PHOTO 40



PHOTO 41

SITE VISIT - CENTRALLY GROWN  
6-03-2016



PHOTO 42



PHOTO 43



PHOTO 44



PHOTO 45



PHOTO 46



PHOTO 47



PHOTO 48



PHOTO 49



PHOTO 50

SITE VISIT - CENTRALLY GROWN  
6-03-2016



SITE VISIT - CENTRALLY GROWN  
6-03-2016

