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Addendum #2: Summary of Pre-Bid Meeting
Design & Engineering Services for Improvements to RTA Transit Center
April 12, 2018

The RTA conducted an on-site pre-bid meeting on April 11, 2018 from 2:30pm to 2:55pm. The meeting was led by project manager Geoff Straw, with assistance from David Roessler and Phil Moores. Wendy Hall from County Public Works, as well as Phil D'Acri and Shauna Heinz from County Real Estate Services, also provided valuable information. Representatives from Cannon, RRM and Wallace Group participated.

After introductions, Geoff presented the items included on the meeting agenda (see Attachment 1). The following questions/clarifications were discussed:

1. **Budget**: the RTA has set aside a total of \$150,000 for the remaining elements of the overall project, which includes Design/Engineering, as well as construction materials and services. The RTA has not completed development of the final specifications or the purchase of the bike tool station or the bike racks. As noted in the RFP document, the RTA has already paid for and taken delivery of the passenger shelters, passenger benches, trash cans, Ticket Vending Machine, information kiosks, and "next bus" LED signs; all of these items are currently being stored at the RTA operations facility located at 179 Cross Street.

2. **Project Boundaries**: The project boundary is the red curb zones along Osos and Palm Streets where the RTA buses currently layover. The boundary also includes all lawn area between the grand stairs by the rotunda on Osos Street and the pathway into the Public Works building on Palm Street. The design team will provide options that discourage persons from approaching the building between the two designated entrances, including new landscaping, a continuous seat-wall and/or other physical features. The attached License Agreement details the overall project boundaries and other details about the RTA's agreement with the County for use of the transit center area (see Attachment 2); it is important that the design team become intimately familiar with this document, since it provides important guidance on what can and should be included in the final design.

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3. Sidewalks: The condition of the sidewalks can be generally described as “fair to good,” with a need to repair certain sections. The RTA expects the design team to survey the condition of the existing sidewalks and to include as part of the design repairs where necessary.
4. Disadvantaged Business Enterprise participation: No project-specific goal has been established for this project (design/engineering or construction). However, the RTA’s overall DBE program goal is 5.1% for all eligible activities; this is a correction to what Geoff expressed at the pre-bid meeting (4.0% is incorrect). A copy of the 2018-2020 RTA DBE Plan can be found at <http://www.slorta.org/wordpress/wp-content/uploads/RTA-FY-18-20-GOAL-SETTING-METHODOLOGY.pdf>
5. Aesthetics: the design should, to the extent possible, mirror the “feel” of the clock-tower plaza at Osos/Monterey.
6. Specifications for Construction Phasing: the yellow zone along Palm Street must not be blocked during construction, since this area is used for County deliveries. In addition, the ingress & egress to the entrance of the Government Center on Palm will not be obstructed or impeded. The automobile parking spaces further downstream on Osos Street (toward Santa Rosa Street) can be used as temporary bus stops during construction phases. The design team will work with the RTA, SLO City Parking Services and County Public Works to define construction phases in a manner that minimizes impacts to RTA’s operations/customers, to County operations, and to City Parking Services.
7. Utilities: Only electrical and communications/data are required for this project. No water, natural gas or other utilities are necessary, although the eventual plan set and specifications will clearly indicate any known underground utilities. Further, the specifications will direct the contractor to work carefully to ensure no disruption in utilities during construction activities. Landscape irrigation will have to be relocated to accommodate installation of pavers in the plaza area, as well as other passenger amenities (benches, shelters, trash cans, Ticket Vending Machine, info kiosks, bike racks, etc.) and underground utility runs. As shown in Appendix B-12 of the RFP, the electrical and data connections will occur adjacent to the grand stairs by the rotunda. As indicated in the attached License Agreement (Attachment 2), the design should also include an electrical sub-meter to allow the County to charge back the RTA’s use of electricity.



Agenda for Pre-Bid Meeting, Transit Center Improvements D/E RFP

Wednesday April 11, 2018 @ 2:30pm

1. Introductions
2. Sign-In Sheet
3. Project Description and Scope of Work
 - a. Be sure you're working from the correct RFP document that was reloaded yesterday (Appendices B-8 to B13 apparently missing in some recipients' emails)
 - b. Five Scope of Work Tasks:
 - i. Task 1: Review Existing Conditions & Refinement of Concept Plan
 - ii. Task 2: Design Development (30% design)
 - iii. Task 3: Construction Documents (60%, 90% & Final Design)
 - iv. Task 4: Contractor Bidding and Award
 - v. Task 5: Construction Phase Services
4. Written questions/clarifications due 4:30pm on April 16; answers in Addendum #2 will be emailed/posted before 5:00pm on April 18
5. Bid Addenda
 - a. Addendum #1 issued April 9 (Brooks Act – price not considered in ranking)
 - b. Addendum #2 will include questions from the pre-bid meeting, too
6. Bid Opening – Due 4:30pm on April 25; names of respondents declared at 4:45pm
7. Required Bid Submittals – maximum of 15 pages!
 - a. Attachment B: References
 - b. Attachment C: Designated Contacts List
 - c. Affirm in narrative that Insurance Requirements in Attachment One are acceptable

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8. Special Considerations

- a. Design & phasing must minimize impacts to RTA and County operations to the extent possible

9. Questions

Attachment 2

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into between the County of San Luis Obispo, a political subdivision of the State of California (County), and San Luis Obispo Regional Transit Authority, a joint powers agency in the State of California (SLORTA), and will replace and supersede all previous agreements between County and SLORTA, with respect to the Premises hereinafter described.

WHEREAS, County owns real property located at 1050 Monterey Street, 1035 Palm Street, and 976 Osos Street in the City of San Luis Obispo, described as APN 002-324-010 (Exhibit "A"), more commonly known as the San Luis Obispo County Government Center (Government Center); and

WHEREAS, On October 8, 1996, the County Board of Supervisors authorized and granted SLORTA, under a written Use Permit For Passenger Waiting Shelters (Use Permit), the exclusive and conditional use of 720 square feet of land located on the corner of Palm Street and Osos Street at the Government Center (the Premises) to construct, install, operate and maintain one covered passenger waiting shelter, four benches and bicycle racks; and

WHEREAS, SLORTA now desires to enhance and expand the Premises to create a multi-modal Transit Center (Transit Center) and will obtain all required regulatory permits and entitlements to construct, maintain, and operate the Transit Center at the Premises, as defined in Paragraphs 9 and 10 below, and for no other use; and

WHEREAS, SLORTA and County desire to terminate the Use Permit and concurrently enter into a license agreement (License Agreement) with the County for a twenty-five (25) year term with the right and option to negotiate an additional twenty-five (25) year term relating to the Premises; and

WHEREAS, in accordance with California Government Code section 25526.6, the County may license or permit for use any real property of the county to a public agency in the manner and upon the terms and conditions as the board determines, upon a finding that the conveyance is in the public interest and that the land conveyed will not substantially conflict or interfere with the use of the property by the county; and

WHEREAS, it is in the best interest of the public for the County and SLORTA to enter into a License Agreement to provide an enhanced and expanded Transit Center; and

WHEREAS, the County, through its Real Property Services division, is in agreement with the above terms.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and SLORTA (the Parties) agree as follows:

1. **Incorporation of Recitals:** The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this License Agreement as if set forth in full.

2. **Grant and Description of Premises:** County, for and in consideration of the promises contained herein, grants to SLORTA the nonexclusive right and privilege to use the Premises, as identified on the Site Plan (Exhibit "B") and consisting of approximately 1,885 square foot of real property at the Government Center, for the purpose of expanding, enhancing, operating and maintaining the Transit Center.

3. **Condition of Premises:** The use of the Premises by SLORTA shall, in itself, constitute acknowledgment that the Premises is in good and tenantable condition. SLORTA agrees to accept the Premises in its existing condition, "as is," with no repairs, warranties or reports provided by County. County shall not be obligated to make any alterations, additions or betterment thereto.

4. **Term:** The Term of this License Agreement commences upon full execution of the License Agreement, with the County being the last party to sign (the Commencement Date) and shall expire twenty-five (25) years from the Commencement Date (Initial Term), with an option to extend as described in Paragraph 5 below.

5. **Mutual Option to Extend:** Within six (6) months prior to the expiration date of the Initial Term of the License Agreement, and with the mutual written consent of the Central Services Director, or Director's designee (Director) and SLORTA, SLORTA may notify the County, in writing, of its desire to extend the term of the License Agreement for an additional twenty-five (25) year period (Extended Term). The right of SLORTA to negotiate with County any extension of this License Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

a. The License Agreement shall be in effect and SLORTA shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the License Agreement;

b. SLORTA shall not have incurred or received more than one written notice of default under the License Agreement during the then current License Agreement Term;

c. All parties must accept the terms and conditions of the Extended Term in writing prior to any effective extension. If the term of this License Agreement is not extended as provided in this Paragraph, this License Agreement and SLORTA's right of possession shall terminate at the end of the Initial Term.

6. **License Fee:** Consideration for issuance of this License Agreement shall be SLORTA's satisfactory performance of the construction specified in Paragraph 8 below, and the operation, maintenance and repair of the Premises to County's standards or better in lieu of County's obligation to do the same and is deemed to be adequate compensation for this License Agreement. County has the right to enter and inspect the Transit Center and direct SLORTA to do specific operations and maintenance of the Transit Center by a specified date.

SLORTA shall maintain such records and accounts as the County Auditor-Controller may require. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records; and SLORTA hereby agrees that all such records and instruments are available to the County.

County further reserves the right to examine all such books and records at any time during a one (1) year period following the termination of this License Agreement.

7. **Surrender:** Except for modifications to be retained for the benefit of County, at County's discretion, as determined at the time of termination of this License Agreement, SLORTA shall surrender the use of the Premises unto County on the last day of the Initial Term, or any Extended Term, or sooner termination of this License Agreement in the same condition as when received at the sole cost and expense of SLORTA, reasonable use and wear excepted.

8. **Use of Premises and Obligation to Construct and Operate Transit Center:**

a. As partial consideration for the County entering into this License Agreement, SLORTA hereby agrees to construct the Transit Center as described in this Paragraph, Paragraph 9 and as shown on Exhibit "B" (collectively, the "Project."). The Premises shall be used by SLORTA for the construction, installation, maintenance and operation of the Transit Center only and no other use shall be approved without the prior written approval of the Director.

The Project will include the design, construction and replacement of two (2) existing passenger shelters with four (4) passenger shelters with larger roof covers. The passenger shelters will feature low voltage lighting that will provide better late-night and early-morning lighting installed beneath the shelter canopies to avoid light pollution in the surrounding area. All exterior lighting shall be consistent with the City of San Luis Obispo's ("City") Zoning Regulations.

The Project will include additional transit-grade benches with backs and armrests.

SLORTA will install and maintain an electronic ticket vending machine that will allow 24/7 access to both SLORTA and SLO Transit fare media. SLORTA will install and maintain two (2) LED "next-bus" real time bus information signs under two of the passenger shelter canopies. SLORTA will replace the single backlit three-sided information kiosk with two (2) double-sided backlit kiosks.

SLORTA will replace the existing bike racks with new and higher-capacity Peak Bike Racks that are preapproved by the City and install a Dero Fixit bike tool station. The bike parking and bike tool station shall not impede any walkway or any ingress or egress to any building located at the Government Center.

SLORTA will remove the existing street tree located on Palm Street with a City-approved tree species and will be planted per City engineering standards.

SLORTA will expand the area at the Premises which surrounds the passenger shelters by replacing approximately 1,165 square feet of existing lawn with a design that conforms architecturally to the area surrounding the clock tower located at the corner of Monterey Street and Osos Street, including construction and placement of planters behind the passenger shelters.

b. SLORTA's use of the Premises shall at all times be in compliance with all laws including, but not limited to, federal and state Constitutions, federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. SLORTA expressly agrees at all times during the term of this License Agreement including any extensions or renewals, at its own cost and expense, to maintain and operate the Premises and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, now or at any time during the term of this License Agreement in force, relating to sanitation or public health, safety or welfare.

c. SLORTA shall be solely responsible for providing all services, equipment, supplies, and personnel for the construction, administration, staffing, operation, maintenance and repair of Transit Center at the Premises. SLORTA shall comply with all labor laws and tax laws.

Any and all improvements, alterations, or additions, whether major or minor to be undertaken, shall be administered as directed in Paragraph 11 below.

9. Utility Improvements: Utility services may be extended from existing resources and all utility services will be separately metered. Said separate meters and utility services will be extended for SLORTA's use and installed by SLORTA at SLORTA's sole cost and expense. The utility portion of the Project will involve trenching to access power and Internet connections inside the County Public Works building for the various electronic equipment to be installed.

SLORTA will contact Underground Service Alert (USA), a State agency, to facilitate the marking of the Premises where underground utility lines reside (electrical, gas, water, fiber-optic cables, etc.). SLORTA will avoid underground utilities, as indicated by USA markings, when performing any improvements at the Premises.

SLORTA agrees to work with the County to coordinate the installation and/or extension of such utilities on the Premises as to minimize any destruction and/or disruption to the Government Center, which contains critical infrastructure areas. SLORTA will provide at least ten (10) business days to County to allow for review and coordination of said extension.

10. Ownership of Improvements: Title to improvements on the Premises at the License Agreement Commencement Date is retained by the County. This License Agreement is subject to any rights of ownership in the improvements. The ownership of the Transit Center, and any and all additional alterations, additions and approved improvements constructed by SLORTA, if any, shall remain in SLORTA until expiration, or sooner termination, of the Initial Term, including any Extended Term, of this License Agreement.

Upon termination of this License Agreement, all alterations, additions and improvements made in, to or on the Premises shall, without compensation to SLORTA, become County property free and clear of all claims to or against them by SLORTA or any third person, and SLORTA shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. The Transit Center and any and all additional improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, SLORTA shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the Premises to a condition satisfactory to the County at SLORTA's sole cost and expense prior to expiration of the License Agreement term. Should SLORTA fail to remove or dispose of the property as herein provided, County may, at its election, consider such property abandoned or may dispose of same at SLORTA's

expense, and SLORTA shall reimburse County for said expense on demand. Also, at the expiration or earlier termination of this License Agreement, SLORTA shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which SLORTA has no control excepted, provided that such exculpatory provisions shall not extend to any risk which SLORTA is required to insure against as provided herein.

11. Capital Improvements: Any and all improvements, alterations, or additions, including the improvements specified in Paragraph 8 and 9 above, whether major or minor, to be undertaken hereunder shall be administered as follows:

a. SLORTA agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director, covering the improvement or proposed project. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of submittal to the City of San Luis Obispo and/or any other regulatory agency having jurisdiction over the Project. Additionally, if any of the improvements for the Transit Center require a licensed contractor, SLORTA shall submit verification of the appropriate California licensure, registration with the Department of Industrial Relations, and verification of sufficient insurance and bonding of the licensed contractor. If the Director, objects to all or any portion of the proposed plans, the Director shall state the objections specifically, and SLORTA shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided.

No improvement or alteration shall be made to the Premises, or any portion thereof, without the submission to and prior written authorization and approval of any proposed plans by the Director. Such improvements or alterations include, but are not limited to, any and all proposed improvements or alterations to the number and location of bus layover bays located at Osos Street and/or Palm Street, including the removal of any existing designated metered vehicle parking spaces located on Palm Street located between Santa Rosa Avenue and Osos Street. The Parties hereto agree that SLORTA's operations shall not obstruct or impede ingress and egress to the entrance of the Government Center or access to the yellow-marked Commercial Loading zone located on Palm Street. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by SLORTA to be a waiver by the Director of SLORTA's need to acquire building and construction permits including, but not limited to, required permits from the City of San Luis Obispo, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes. The approval of any plans by the

Director shall constitute an action of the County in its proprietary capacity only and shall in no way excuse SLORTA from complying with any laws, rules, regulations, and ordinances regarding the development and use of the Premises. Further, no approval by the Director shall limit the exercise of discretion in the review process by any City or County officer, board, or commission, or the County Board of Supervisors.

b. Upon issuance of a building permit from the City of San Luis Obispo, SLORTA shall deliver to County the Final Construction Drawings approved by the City.

c. Upon completion of construction of the Transit Center and issuance of a Notice of Completion by the City of San Luis Obispo, SLORTA shall deliver to County the Final Plans approved by the City.

d. Director shall have the right to perform a final inspection of the Premises and if it is determined that the Premises is in compliance with the aforementioned terms and conditions, the Director shall issue a written statement of compliance acknowledging completion of the Project consistent with the terms of this License Agreement. Nothing herein shall be construed to be a waiver by the Director of SLORTA's need to obtain final inspections and approvals from other required entities. SLORTA shall protect the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any improvements shall comply with current prevailing wage laws, as applicable. SLORTA shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary.

e. SLORTA shall be required to follow all applicable federal guidelines on performance security to ensure the improvements are constructed pursuant to any approved design, and SLORTA shall be required to name the County on any bond required to be obtained pursuant to any and all Federal Transit Administration requirements. In the event legal action is required to enforce performance, SLORTA will pay to County its reasonable attorney's fees and costs as determined by a court of law.

12. **Signs:** SLORTA, at its sole cost and expense, subject to prior written approval by Director may place signs on the Premises. Signs shall conform to any and all sign ordinances of the City of San Luis Obispo.

13. **SLORTA's Personal Property:** Title to all personal property, moveable furniture, and movable equipment provided by SLORTA will remain in SLORTA ownership. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraph 9 above. Upon the removal of personal property by SLORTA,

whether such removal is upon termination of this License Agreement or at any time prior thereto, SLORTA will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of SLORTA. If SLORTA elects to attach personal property to the Premises that SLORTA does not wish to be considered a capital improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

14. **Equipment and Fixtures:** County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of SLORTA.

15. **Title:** SLORTA hereby acknowledges that fee title to the Premises is vested in the County and hereby covenants and agrees never to challenge, contest or resist said title. SLORTA may not acquire any right to the Premises by adverse possession or otherwise. The parties agree that the County is not transferring a leasehold interest in the Premises to SLORTA by virtue of this License Agreement.

16. **County's Personal Property:** County shall retain title to all County's personal property at the Premises and SLORTA will maintain said personal property during the term of this License Agreement. Any improvements hereafter added by County, at County's expense, will remain the personal property of County.

17. **Utility Expenses:** SLORTA shall pay, during the term of this License Agreement and any extensions or renewals thereof, all charges for utility services used on the Premises, including but not be limited to, water, sewer, trash, electric, gas, internet and telephone.

18. **Utility Conservation:** SLORTA will not waste electricity or water and agrees to cooperate fully with the County to assure the most effective and economical use of utility services provided to the Premises.

19. **Janitorial:** SLORTA shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Premises including rubbish and trash removal, and sweeping/cleaning of the Premises.

20. **Maintenance and Repairs:** SLORTA will be responsible for all costs of operations, maintenance and repairs to the Premises and any and all improvements, alterations and additions, including, but not limited to, landscaping, fencing, lighting (exterior and interior), electrical, gas, plumbing, heating and air conditioning, roofing, paint, windows, doors, landscaping, and asphalt. If

within fifteen (15) days of written notification by County, SLORTA fails or neglects to commence maintenance and/or repair obligations as requested by County, County may, at its option, perform such necessary maintenance and/or repairs and bill SLORTA for actual cost of said maintenance. SLORTA shall promptly reimburse County upon County's written request.

In the event of an emergency, County may take action on the Premises as may be required for the protection of persons or property, and SLORTA will reimburse County for County's reasonable expenses related to the emergency action. SLORTA shall, at all times and at SLORTA's expense, do all things reasonably necessary to protect the Premises used by SLORTA. SLORTA shall not grant, with respect to the Premises, easements, rights-of-way, licenses or permits.

21. **Safety:** SLORTA will immediately correct any unsafe condition of the Premises as well as any unsafe practices occurring thereon. SLORTA will obtain emergency medical care for any member of the public who is in need thereof because of illness or injury. SLORTA will operate the Premises in a manner to protect the health, safety, and welfare of the general public. SLORTA agrees to take all reasonable precautions to protect the Premises from damage, theft, vandalism and other such hazards.

22. **Employees of SLORTA:** All employees, agents, assignees and sub-lessees of SLORTA will be appropriately licensed when required by law. All such employees, agents, assignees and sub-lessees will be employees, agents, or assignees of SLORTA only and will not in any instance be, or be construed to be, employees, agents, or assignees of the County.

23. **Smoke Free Workplace:** SLORTA shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on the Premises, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County to conduct County business. Notwithstanding any smoking prohibition set forth by County ordinance, SLORTA may request written approval of a designated smoking area by the County Public Health Officer, if permitted by law or statute.

24. **Drug Free Workplace:** SLORTA and its employees will comply with all laws related to a drug free workplace. Neither SLORTA nor its employees will unlawfully manufacture, distribute, dispense, possess, or use controlled substances, including but not limited to marijuana, heroin, cocaine, methamphetamine, or amphetamines at any of SLORTA's facilities or County's facilities or work sites.

25. **Illegal Harassment Warranty:** SLORTA has a duty and obligation to fully train its employees regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

26. **SLORTA's Responsibility for Compliance:** SLORTA shall at all times observe and comply with, and shall cause all his agents, employees and sublessors to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this License Agreement and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County of San Luis Obispo and said legislative enactment has any impact fiscal or otherwise on SLORTA, and if SLORTA does not make a timely objection to County during course of legislative process, SLORTA will be deemed to have waived any right to object at a later time and waives all damages flowing therefrom. SLORTA shall and does hereby assume responsibility for payment of any and all licenses applicable to SLORTA's operation on the Premises.

27. **Non-Discrimination:** SLORTA shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

28. **Americans With Disabilities Act:** SLORTA shall be responsible for new construction and any alterations to the Premises which are necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.

29. **Public Records:** Any and all written information submitted to and/or obtained by County from SLORTA or any other person or entity having to do with or related to this License Agreement and/or the Premises, either pursuant to this License Agreement or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and SLORTA hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under SLORTA, any right or claim that any such information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify and hold harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by SLORTA or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

30. **Business Hours:** It is understood and agreed that the hours of SLORTA's business operations shall be defined in SLORTA's permit with the City. If required by the City or another governmental/regulatory agency, SLORTA shall propose idle reduction strategies, air pollution control strategies, and noise-reduction techniques in its permit that will go into effect at the time the permit is executed in order to reduce noise and/or pollution impacts.

31. **Indemnification:** To the fullest extent permitted by law, SLORTA shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with SLORTA's performance or attempted performance of any obligation or duty provided for or relating to this License Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this License Agreement and the remaining language shall be given full force and effect.

32. **Insurance:** SLORTA shall obtain and maintain for the entire term of the License Agreement and SLORTA shall not perform any work under this License Agreement until after SLORTA has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. SLORTA shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

a. **Commercial Liability Insurance:** SLORTA shall maintain in full force and effect for the period covered by this License Agreement, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of SLORTA's operations in the performance of this License Agreement, including, without limitation, acts involving vehicles. The policy shall be in the form of Insurance Services Office (ISO) Form CG 00 01 covering commercial general liability on an "occurrence" basis for bodily injury and property damage, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this

location or the general aggregate limit shall be twice the required occurrence limit. The following endorsements must be attached to the policy:

- i. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- ii. The policy must cover personal injury as well as bodily injury.
- iii. Blanket Contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

b. Workers' Compensation Insurance: In accordance with the provisions of sections 3700 et seq. of the California Labor Code, if SLORTA has any employees, SLORTA is required to be insured against liability for workers' compensation or to undertake self-insurance. SLORTA agrees to comply with such provisions before commencing the performance of this License Agreement.

c. Primary Coverage. For any claims related to this License Agreement, SLORTA's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the SLORTA's insurance and shall not contribute with it.

d. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

e. Waiver of Subrogation. SLORTA hereby grants to County a waiver of any right to subrogation which any insurer of said SLORTA may acquire against the County by virtue of the payment of any loss under such insurance. SLORTA agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

f. Additional Insureds to Be Covered: The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the SLORTA's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

g. Certification of Coverage: Within fifteen (15) calendar days of the first day of the commencement date of this License Agreement, SLORTA shall furnish County with the

following for each insurance policy required to be maintained by this License Agreement, and annually thereafter:

i. A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

ii. A Workers' Compensation certificate of insurance must be provided.

iii. Upon written request by the County, the SLORTA shall provide a copy of the complete insurance policy.

iv. Approval of Insurance by County shall not relieve or decrease the extent to which the SLORTA may be held responsible for payment of damages resulting from SLORTA's services or operations pursuant to this License Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve SLORTA's obligations to provide the insurance coverage required by the specific written provisions of this License Agreement.

33. Effect of Failure or Refusal: If SLORTA fails or refuses to procure or maintain the insurance required by this License Agreement, or fails or refuses to furnish County with the certifications required by subparagraph G above, County shall have the right, at its option, to forthwith terminate the License Agreement for cause.

34. Taxes: As a qualified joint powers agency, the County Assessor's Office has determined that SLORTA shall not be liable for possessory interest taxes or personal property taxes.

35. Notices: Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail as follows:

To the SLORTA at:

San Luis Obispo Regional Transit Authority
Attn: Geoff Straw, Executive Director
179 Cross Street
San Luis Obispo, CA 93401

To the County at:

County of San Luis Obispo
Attn: Real Property Manager
Central Services Department
1087 Santa Rosa Street
San Luis Obispo, CA 93408

The address to which the notices may be mailed as aforesaid by either party may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

36. Termination and Breach: If any of the following occur, the Director shall have the right to terminate this License Agreement effective immediately for cause upon giving written notice to SLORTA:

a. SLORTA fails to perform its duties to the satisfaction of the Director including the accumulation of multiple less-significant instances of failure to perform in accordance with this License Agreement; or

b. SLORTA fails to fulfill in a timely and professional manner its legal and contractual obligations under this License Agreement.

At the discretion of the Director, SLORTA may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate possession of the Premises. The exercise of the remedies provided for in this section shall be cumulative and in no way affect or replace other remedies available to the County.

37. Waiver of Claim: SLORTA hereby unconditionally waives any claim against the County, its officers, agents or employees for damage or loss caused by any suit during the term of this License Agreement or in the future. Any action, proceeding or claim, directly or indirectly, attacking the validity of this License Agreement, or any part thereof, shall be the sole responsibility and liability of SLORTA.

38. Limitation of Actions: SLORTA shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this License Agreement. This will apply regardless of any information exchanged or representations made by County staff or others during negotiations, prior to execution, or after execution. No representation by County staff shall be binding unless said provision is in writing and signed by the Board of Supervisors prior to the effective date.

39. Lost Revenue: If the Premises are closed for any reason including, but not limited to, war, armed conflict, public emergency, public nuisance, calamity, fire, earthquake, flood, act of God, strike, or similar act which shall prevent performance of this License Agreement in accordance with the rights and privileges granted herein, County shall not be liable to SLORTA for any lost revenues. If SLORTA's business is interrupted, the County shall not be liable to SLORTA for any lost

revenues or claims against SLORTA from third parties including, but not limited, to SLORTA's employees.

40. Eminent Domain: If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the license given shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of County. In the event that there shall be partial taking of the Premises during the term of this License Agreement under the power of eminent domain, this License Agreement shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this License Agreement shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of County. .

41. Destruction of Premises: Should any matter or condition beyond the control of the parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this License Agreement in accordance with the rights and privileges granted herein, this License Agreement shall immediately be terminated and the County shall be under no obligation to SLORTA by reason of said matter or condition.

Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, both parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

42. Hazardous Waste: SLORTA shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively Hazardous Materials). SLORTA shall, except in the event of County's sole negligence, indemnify, defend, protect and hold County, each of County's offices, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses or death of or injury to any person or

damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or SLORTA's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) SLORTA's failure to comply with any Hazardous Materials law. SLORTA's or County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by SLORTA and County and shall survive the expiration or earlier termination of the term of this License Agreement. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

43. Storm Water Control Plan and Storm Water Management: SLORTA shall adhere to the requirements of the Storm Water General Permit (Permit) issued to the County of San Luis Obispo by the State Water Resources Control Board (State Board) that governs stormwater and non-stormwater discharges pertaining to the Premises. Activities performed on the Premises shall conform to the Permit, and SLORTA shall adhere to all current and future requirements established by the State Board for the County. Further, SLORTA shall be responsible for developing a new Stormwater Pollution Prevention Plan (SWPPP) including a Spill Response Plan that is acceptable to County and the City of San Luis Obispo, for SLORTA's use of the Premises. SLORTA shall complete and submit to the County by July 1st of each year, an annual inspection report (Exhibit "C"). In order to verify compliance with the measures in the Permit and the information in the annual report, the SLORTA shall allow the County to inspect the Premises up to twice annually and will cooperate with County to correct any violations to the Permit and fulfilling the reporting requirements to the State Board. Failure to correct any violation and/or cooperate with the County in fulfilling these requirements will be deemed a failure of performance as defined in section 37 of this agreement.

44. Severability: The invalidity of any provision of this License Agreement shall not affect the validity, enforceability of any other provisions of this License Agreement.

45. Law: This License Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this License Agreement shall be determined and governed by the laws of the State of California.

46. **Venue:** San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this License Agreement.

47. **Authority to Execute this License Agreement** Any individual executing this License Agreement on behalf of SLORTA represents and warrants that he/she is duly authorized to execute and deliver this License Agreement on behalf of the SLORTA, and that this License Agreement is binding upon SLORTA in accordance with its terms.

48. **Waiver of License Agreement Terms:** No waiver by either party at any time of any of the terms, conditions or covenants of this License Agreement shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of County to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accrued shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to SLORTA shall be required to restore or revive after the waiver by County of any default. No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to County by this License Agreement shall be deemed cumulative.

49. **Assignment of License Agreement:** SLORTA will not assign, transfer, or delegate this License Agreement or any interest therein. Any attempt by SLORTA to transfer this License Agreement will terminate it.

50. **Entire Agreement and Modifications:** This License Agreement and the attached Exhibits herein made a part of this License Agreement by reference, embodies the whole License Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this License Agreement must be in writing and executed by both SLORTA and County.

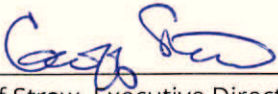
//////////NOTHING FURTHER EXCEPT SIGNATURES PAST THIS POINT//////////

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement this _____ day of _____, 2017.

COUNTY OF SAN LUIS OBISPO

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By: _____
Chairperson of the Board of Supervisors

By:  _____
Geoff Straw, Executive Director

APPROVED BY THE BOARD OF SUPERVISORS

Date: 11-2-17

This ____ day of _____, 2017

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:  _____
Deputy County Counsel

Date: 11/2/17

EXHIBIT "C"

Stormwater Facility Site Inspection Report

General Information	
Facility Name:	Facility Location or Description:
County Facility Code & APN:	Date of Inspection:
Inspector's Name(s), Title(s) & Phone:	Type of Inspection: <input type="checkbox"/> Regular Maintenance <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event
Total Site Area:	Total Parking Area:
Proximity to Receiving Water: Does the facility discharge directly or adjacent to a 303(d) water body or environmentally sensitive area? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Weather Information	
Weather at time of this inspection? <input type="checkbox"/> Clear <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Sleet <input type="checkbox"/> Fog <input type="checkbox"/> Snowing <input type="checkbox"/> High Winds <input type="checkbox"/> Other: _____ Temperature: _____	
Site Stormwater Management Information	
Is there a chronic history of spills and leaks? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:	Is there evidence of leaks and drips from equipment and machinery? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:
Have any discharges occurred since the last inspection? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:	Is there a spill prevention and response team? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:
Are there any discharges at the time of inspection, including non-stormwater related outfall? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:	Are appropriate spill containment and cleanup materials kept on site and in convenient locations? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:
Are cleanup procedures for spills followed regularly and correctly? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:	Are personnel regularly trained in the used of spill control materials? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If yes, describe:

	Site Construction Project Activity	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
1	Are all slopes, graded and disturbed areas being worked on properly stabilized?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
2	Are natural resource areas (streams, wetlands, mature trees, etc.) protected with barriers, filtration or other BMP's?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
3	Are perimeter controls and sediment barriers adequately installed (keyed into substrate) and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
4	Are storm drain inlets properly protected and are discharge points and receiving waters free of any sediment deposits?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
5	Is the construction exit preventing sediment from being tracked into the street?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
6	Are washout facilities (paint, stucco, concrete) available, clearly marked and maintained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
7	Is trash/litter from work areas collected and placed in covered dumpsters?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
8	Are materials that are potential stormwater contaminants stored inside or under cover?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
9	Are non-stormwater discharges (wash water, dewatering) properly controlled?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

	Material Stored Onsite:	Typical Quantity/Frequency; (ex. - gal/day, lbs/wk)	Is Stored Material Likely to Generate Pollutants?	Corrective Action Needed and Notes:
1			<input type="checkbox"/> Yes <input type="checkbox"/> No	
2			<input type="checkbox"/> Yes <input type="checkbox"/> No	
3			<input type="checkbox"/> Yes <input type="checkbox"/> No	
4			<input type="checkbox"/> Yes <input type="checkbox"/> No	
5			<input type="checkbox"/> Yes <input type="checkbox"/> No	
6			<input type="checkbox"/> Yes <input type="checkbox"/> No	

Material Stored Onsite:	Typical Quantity/Frequency (ex. - gal/day, lbs/wrk)	Is Stored Material Likely to Generate Pollutants?	Corrective Action Needed and Notes:
7		<input type="checkbox"/> Yes <input type="checkbox"/> No	
8		<input type="checkbox"/> Yes <input type="checkbox"/> No	

For Effectiveness of Best Management Practices (BMP's) listed, 1 = No BMP's used and stormwater pollution likely, 2 = Some BMP's used but not effective, 3 = Some BMP's used and moderately effective, 4 = Source control BMP's used and very effective/structural BMP's needed, or 5 All necessary BMP's used and very effective.

Site Activity and BMP*	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
A Vehicle and Equipment Fueling: (Ref. SC-20) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, shutoff valves installed, staff training in fueling + cleanup procedures, spill control absorbent materials ready, drains labeled for oil/water separator, sewer, and stormdrain, fuel area cover or overhanging roof? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
B Vehicle and Equipment Washing/Steam Cleaning: (Ref. SC-21) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, vehicles cleaned at commercial cleaning facility off-site, washing area clearly marked, signage posted that discharges to stormdrain prohibited, trash containers provided, map of storm drain to prevent discharge of wash water? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
C Vehicle and Equipment Maintenance and Repair: (Ref. SC-22) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, idle equipment stored under cover, drip pans used for leaking vehicles/equipment, maintenance areas designed to prevent stormwater pollution, signs painted on stormdrain inlets to prohibit liquid or solid wastes, covered or roofed work area, spill control materials available? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
D Outdoor Loading or Unloading of Materials: (Ref. SC-30) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, materials stored inside when feasible, training of staff in transfer of materials + spill management, spill control materials available, dry sweeping of area, storage containers have lids and are in good condition? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5
E Outdoor Container Storage of Liquids: (Ref. SC-31) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, liquids stored 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5

	Site Activity and BMP* (*Note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures) inside when feasible, training of staff in transfer of liquids + spill management, spill control materials available, storage containers have lids and are in good condition, secondary containment berm or curb?	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	
F	Outdoor Process Equipment Operations and Maintenance: (Ref. SC-32) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, training staff in spill management, spill control materials available, secondary containment berm or curb, cover or overhead roof, trash containers provided, labeling of stormdrain? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
G	Outdoor Storage of Raw Materials: (Ref. SC-33) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, materials stored inside when feasible, outside stockpile areas covered, roofed over or enclosed, storage containers in good condition with lids, drums in secure storage area? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
H	Waste Handling and Disposal: (Ref. SC-34) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, trash collected and placed in covered dumpsters, storage containers in good condition, recycling containers utilized, areas dry swept regularly, no hazardous waste materials stored, secondary containment methods, staff trained in spill prevention? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
I	Building and Grounds Maintenance: (Ref. SC-41) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, drop cloths used for maintenance, any washing done with stormdrain filtration, spill control training and materials available, utilize non-toxic chemicals for maintenance, recyclable cleaning materials, regular dry sweeping? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05
J	Parking/Storage Area Maintenance: (Ref. SC-43) <ul style="list-style-type: none"> Are areas free of spills/leaks/trash, site designed to include vegetated strips, swales or infiltration devices, rooftop drains prevent drainage directly onto paved surfaces, lot includes semi-permeable hardscape, trash receptacles provided, dry sweeping and regular parking lot sweeping? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> 01 <input type="checkbox"/> 02 <input type="checkbox"/> 03 <input type="checkbox"/> 04 <input type="checkbox"/> 05

Other Comments or Non-Compliance Issues:

Site Activity and BMP* (*note: for each typical BMP see SC-11 for Spill Prevention, Control and Cleanup Procedures)	Applicable Activity:	Maint. Required:	Effectiveness of BMP Measures, Corrective Action Needed and Notes:
Area for information and comments or incidents of non-compliance not described above:			