REQUEST FOR PROPOSALS

For

ENVIRONMENTAL CONSULTING SERVICES FOR EL NIDO SENIOR ASSISTED LIVING DEVELOPMENT

CITY OF SAN RAMON

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING SERVICES DIVISION

Issued: April 9, 2021

Proposal Deadline: April 27, 2021 at 4:00 p.m.

to

City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583

Attn: Christina Franco, City Clerk

CITY OF SAN RAMON
REQUEST FOR PROPOSALS

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CITY OF SAN RAMON
REQUEST FOR PROPOSALS

The City of San Ramon ("**City**") requests proposals ("**Proposals**") from qualified individuals or firms (individually, a "**Respondent**" and collectively, "**Respondents**") for Environmental Consulting Services for El Nido Senior Assisted Living Development ("**Program**").

1. ABOUT THE CITY

The City was incorporated in July 1983, chartered in 1997, and is located in Contra Costa County, with an estimated population of 83,100. The City operates under a Council-Manager form of government with over 200 employees. The City provides a full range of services typically associated with a municipality, including police, public services, community development (planning, building & safety, and code enforcement), engineering, and parks. In addition, the City also operates two libraries, numerous park and recreation facilities including two aquatic centers and a performing arts theater and two community centers. The City is located in southern Contra Costa County, surrounded by the communities of Danville and Dublin, as well as the unincorporated lands in both Alameda and Contra Costa Counties. The City's location along the Interstate 680 corridor links it to other parts of the San Ramon Valley, Central Contra Costa County to the north, and San Jose to the south. This location, combined with the proximity of the intersection between Interstates 680 and 580, as well as being home to Bishop Ranch Business Park, makes San Ramon an integral part of the Bay Area economy. The expected build-out population is approximately 96,000 in 2035. Additional information about the City is available online at http://www.sanramon.ca.gov/.

2. THE SERVICES

A. Summary. The City is requesting proposals from qualified planning consultant teams to provide environmental consulting services for the Community Development Department to assist with the entitlement review of the proposed El Nido Senior Assisted Living Development. ("**Services**")

B. Form of Agreement. A copy of the City's standard Consultant Agreement ("**Agreement**"), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to

provide those Services if it is awarded the Agreement, which will attach and incorporate in the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Cindy Yee, Senior Planner, at cyee@sanramon.ca.gov by 5:00 p.m., April 20, 2021 (the "**Request for Information Deadline**"). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. A Pre-Submittal Meeting will not be held.

C. Submittal Instructions. Proposals must be ***received*** by the City by or before April 27, 2021 at 4:00 p.m. ("**Proposal Deadline**"). Respondent must submit one (1) original and one (1) digital identical copy on a flash drive of the Proposal labeled with Respondent's name and return address, marked "Proposal for Environmental Consulting Services for El Nido Senior Assisted Living Development", and addressed as follows:

City Clerk
City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

***Please note**, due to COVID-19 restrictions, City Hall is closed to the General Public. If hand-delivered, upon arrival, please call (925) 973-2500 for entry.*

D. Planned RFP Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	April 9, 2021
Request for Information Deadline	April 20, 2021 at 5:00 PM
Proposal Deadline	April 27, 2021 at 4:00 PM
Interviews (if requested by City)	To Be Determined (TBD)
Notice of Selection	May 7, 2021
Execution of Contract	May 2021

Commence Services	June 2021

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids___r_f_p. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume*. Do not attach brochures or promotional materials to the Proposal. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

(1) Respondent's name, address, phone number, and website address;
(2) type of organization (e.g. corporation, partnership, etc.);
(3) a summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
(4) contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP;
(5) Respondent acknowledges that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFP. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason; and
(6) Respondent acknowledges that its representative has read and understands the insurance requirements outlined in Attachment A, Section 15 and thereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications. Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing

the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

C. Experience. Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

D. Staffing. Identify by name and title Respondent's key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

E. Price. Provide a lump sum price for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc. Submit a detailed budget listing tasks, prime consultant staff working on each task, prime consultant hourly rates, prime consultant hours per task, prime consultant fees per task, and sub-consultant costs per task as well as direct expenses and mark-ups on one worksheet. Provide budget detail for sub-consultant staff working on each task, hourly rates, hours per task, and fees per task on separate worksheets for each subconsultant. Please Note: The City will not pay travel time for Respondents to or from the City and administrative overhead must be included in the hourly rates and not as an additional percentage of the billing.

F. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

G. Work Plan and Schedule.

(1) Demonstrate how the Respondent will prepare and provide the requested services. Provide a work plan and schedule, including a breakdown of tasks to be performed, person-hour requirements for each position working on each task, and the names of sub-consultants to be used on the project.

(2) Provide an assessment of the amount of time and information that will be required of City staff who will be involved in the Project.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are:

• General qualifications	1-10 points
• Relevant experience	1-10 points
• Proposed staffing	1-10 points
• Pricing	1-20 points
• Proposed approach	1-25 points
• Work Plan and Schedule	1-15 points
• References	1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation awarding officer for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at http://www.sanramon.ca.gov/our_city/bids___r_f_p, and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk, at cityclerk@sanramon.ca.gov, and must clearly specify the basis for the protest. The protest will be reviewed by the Community Development Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or any or all of the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "**Act**"), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

D. Business Registration. It shall be the responsibility of the Respondent to maintain all licenses, permits and certifications as required by federal, state and local laws, regulations, codes or ordinances for the performance of the contract (collectively referred to as "Required Documents"). The Respondent shall provide copies of any Required Documents in effect prior to the contract approval. The Respondent shall maintain all Required Documents during the term of the contract. Should any of the Required Documents expire, be cancelled, suspended or revoked before the expiration of the contract, the Respondent must, within 72 hours, provide written notice to the City of such action. In the that any of the Required Documents are not in effect any time during the term of the contract, the

contract will be considered canceled effective the date the action occurred one or more of the Required Documents.

The Respondent shall insure that its Business License Registration fee is paid and current during the term of this contract. In the event the Business License fee becomes due during the term of the contract, the Respondent must advise the City in writing thirty (30) days prior to the expiration of the Business License Registration. If the fee is not paid within thirty (30) days, the City will withhold payment of invoices until the Respondent obtains and submits a valid Business Registration.

Attachments:

Attachment A – Form of Agreement
Attachment B – Scope of Services

Attachment A – Form of Agreement

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SAN RAMON AND CONSULTANT FOR ENVIRONMENTAL CONSULTING SERVICES FOR EL NIDO SENIOR ASSISTED LIVING DEVELOPMENT

This Agreement is made by and between the City of San Ramon, a municipal corporation, ("CITY"), and (Name of Consultant) ("CONSULTANT") together referred to as the "Parties."

RECITALS

WHEREAS, on April 9, 2021, CITY solicited Proposals by Request for Proposals ("RFP") for Environmental Consulting Services for El Nido Senior Assisted Living Development; and

WHEREAS, after review of all Proposals submitted pursuant to said RFP, CONSULTANT's Proposal on the project was accepted by the CITY and identified as most advantageous to the CITY; and

WHEREAS, CONSULTANT, by reason of qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services; and

WHEREAS, CITY desires to hire CONSULTANT to provide the requested services; and

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONSULTANT agree as follows:

1. **Award of Agreement.** In response to the Request for Proposals, CONSULTANT has submitted a Proposal, attached hereto as Exhibit B, to perform the Services as set forth in the Request for Proposal (RFP), Attachment B – Scope of Services, attached hereto as Exhibit A. On _____, 20__, CITY authorized award of this Agreement to CONSULTANT for the amount set forth in Section 5, below.

2. **RFP Documents.** The RFP Documents incorporated into this Agreement include and are comprised of all of the documents listed below.

Sections

2 The Services

3 Request for Proposal Procedures

4 Proposal Requirements
5 Evaluation
6 Selection and Award
7 Miscellaneous

3. **Scope of Service.** The scope of service covered by this Agreement includes Environmental Consulting Services for El Nido Senior Assisted Living Development and as further described and contained in the CONSULTANT'S Scope of Services as set forth in Exhibit A to this Agreement, attached and incorporated herein by reference.

4. **Term of Agreement.** CITY and CONSULTANT agree that time is of the essence in the performance of this work. This Agreement shall commence as of the effective date and shall end on Month Date, 20XX or the date CONSULTANT completes the services provided for in this Agreement, whichever occurs first, unless otherwise terminated under the terms of Section 19 of this Agreement.

CITY shall have the option to renew this Agreement for not more than two (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any Agreement extension or amendment must be in writing and fully executed by both parties to take effect.

5. **Compensation.** Compensation for the services shall be paid on a time-and-materials basis. The maximum compensation is not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE ($XX,XXX.XX).** No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in CONSULTANT'S Scope of Services, Exhibit A to this Agreement.

CITY shall have the right to review all books and records kept by CONSULTANT in connection with the operation and services performed under this Agreement. When requested by CITY, CONSULTANT shall make all such records available to CITY within fourteen (14) days of the request.

6. **Invoicing, Payments, Notices.**
CONSULTANT shall submit invoices, not more frequently than every two (2) weeks, for the services rendered during the preceding period. Invoices shall describe the beginning and end dates of the billing period, services performed including tasks summary, accounting of hours worked, reimbursable expenses incurred, and any other documentation as may be requested by CITY.

City shall make payments based on invoices received for work satisfactorily performed and for authorized reimbursable expenses incurred. City shall pay undisputed invoices in net thirty (30) days from receipt of the invoice.

CONSULTANT shall transmit invoices for services by this Agreement, to CITY as follows:

City of San Ramon
Attn: Debbie Chamberlain, Community Development Director
7000 Bollinger Canyon Road
San Ramon, CA 94583

CONSULTANT shall transmit by mail or deliver any notices required by this Agreement, to CITY as follows:
City of San Ramon
Attn: City Clerk
7000 Bollinger Canyon Road
San Ramon, CA 94583

CITY shall transmit (or hand deliver) notices and payments on invoiced amounts by this Agreement to CONSULTANT as follows:
Company Name
Attn: Contact Name
Address
Address

7. **Professional Services – Additional Obligations on Scope of Services.** CONSULTANT shall:

a. Not either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of CITY or the operations or procedures of CITY without prior written consent of CITY.

b. Not during the term of the Agreement, take any action that would affect the appearance of impartiality or un-professionalism. CONSULTANT shall perform all services of this Agreement according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged.

8. **Final Work Product.** Final work products produced by CONSULTANT in the form of computer files shall be delivered via email with a Dropbox hyperlink or similar file sharing service. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONSULTANT'S work product under the Agreement shall be the property of CITY.

9. **Ownership of Work Product.** All work products of CONSULTANT provided hereunder shall become the property of CITY.

10. **Public Records.** CONSULTANT acknowledges that CITY is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "**Act**"); therefore, this Agreement and any writing prepared for or submitted to CITY, including but not limited to CONSULTANT'S Proposal or Statement of Qualifications, is subject to disclosure as a public record, unless any portion thereof is exempt under the Act. If

CONSULTANT believes that any portion of a public record is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. CONSULTANT bears the burden of proving any claimed exemption under the Act, and by signing this Agreement and initialing the acknowledgement below, CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

PLEASE INITIAL:

_____ CONSULTANT has read and understands the Public Records Act requirements outlined above and hereby affirms that (1) CONSULTANT bears the burden of proving any claimed exemption under the Act, and (2) CONSULTANT agrees to indemnify, defend, and hold harmless CITY against any third party claim seeking disclosure of the public record or any portions thereof.

11. **Proprietary or Confidential Information.** CONSULTANT understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONSULTANT may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONSULTANT agrees that all confidential information disclosed to CONSULTANT by CITY shall be held in confidence and used only in performance of this Agreement. CONSULTANT shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

12. **Independent Contractor.** It is understood and agreed that CONSULTANT is an independent contractor, that CONSULTANT controls the means and manner of work, and that no employer-employee relationship exists between the parties hereto.

13. **Out of State Business.** If CONSULTANT is an out of state business and does not have a local office within the State of California, CONSULTANT shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state CONSULTANT fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

14. **Insurance.** CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on the CONSULTANT'S bid proposal.

A. Required Insurance. CONSULTANT shall maintain, at all times, during the term of this Agreement and at CONSULTANT'S sole cost and expense:

i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars ($2,000,000).

ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than one million dollars ($1,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.

ii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONSULTANT is a sole proprietor and does not and will not have employees during the term of this Agreement.

iii. Errors and Omission insurance, which covers the services to be performed under this Agreement, in the minimum amount of two million dollars ($2,000,000). Except with respect to the requirement of providing CITY with Proof of Insurance, the provisions of subparagraph viii below shall not apply to this errors and omission insurance.

B. The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of CONSULTANT; premise owned, occupied or used by CONSULTANT; or automobile owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on

the scope of protection afforded to CITY, its officers, officials, employees, agents or volunteers. If CONSULTANT submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.

ii. For any claims related to this project, CONSULTANT'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.

iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;

v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);

vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY;

vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY.

viii. Certificate Holder. The certificate holder shall include CITY and be sent to the address as indicated in Section 6 (Invoicing, Payments, Notices) of this Agreement.

ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONSULTANT shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D. Subcontractors. CONSULTANT shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONSULTANT maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONSULTANT.

PLEASE INITIAL:

_____ CONSULTANT has read and understand the insurance requirements outlined and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONSULTANT's compensation, and (2) that CONSULTANT has confirmed that CONSULTANT will obtain the required insurance coverages upon execution of this Agreement.

15. **Authority of Consultant.** CONSULTANT shall possess no authority with respect to any CITY decision and no right to act on behalf of CITY in any capacity whatsoever as agent, or bind CITY to any obligations whatsoever.

16. **Conflict of Interest.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement and CITY Resolution No. 2020-017, Conflict of Interest Code, as amended. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest required by either CITY Ordinance or State Law.

17. **Assignment.** Except as expressly authorized herein, CONSULTANT'S obligations under this Agreement are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the City Manager.

18. **Indemnification.** To the full extent allowable under California Civil Code Section 2782.8, CONSULTANT agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees ("Indemnitees") from and against any and all claims against Indemnitees for losses, liability, or damages that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT.

CONSULTANT shall hold CITY harmless and defend any suit or other proceedings brought by CONSULTANT'S employees, contractors, or agents, either against CONSULTANT or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

19. **Termination.** CITY or CONSULTANT may terminate this Agreement by providing ten (10) days written notice prior to the effective termination date. In the event of termination, CITY shall pay CONSULTANT for all services acceptable to CITY and actually rendered up to, and including, the date of termination. Termination shall not extinguish any outstanding performance obligations under the agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warrantees, or mutual indemnities.

20. **Amendments.** Any modifications or amendment of any provision of the Agreement shall be in writing and must be executed by all parties.

21. **Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

22. **Signatures and Counterparts.** This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, electronic, facsimile and scanned signatures shall be binding the same as originals.

23. **Entire Agreement.** This instrument, and any attachments hereto, constitute the entire Agreement between CITY and CONSULTANT concerning the subject matter hereof. In the event of a conflict between the body of this Agreement and its Exhibit B, the terms of the body of this Agreement and Exhibit A shall govern.

END OF AGREEMENT
(EXHIBITS OMMITTED)

Attachment B – Scope of Services

The City of San Ramon is soliciting proposals from consulting firms to provide environmental consulting services. The City of San Ramon Planning Services Division received a Development Review application requesting to construct an 84-bed (48 room) residential care facility on an approximately 0.7-acre Project Site, along with related on-site infrastructure and improvements, including subterranean parking and landscaping. The Project Site is located on the southwest corner of San Ramon Valley Boulevard and Westside Drive (211-100-057). The site is surrounded by multi-family residential to the west and south, single-family residential to the north, and San Ramon Valley Blvd./I-680 to the east. The site is currently developed with a vacant two-story, single-family residential House (commonly referred to as "El Nido House/Harlan House"; not suitable for occupancy) with three existing mature oak trees on the property. The Project narrative (dated December 2019) and draft development plan (dated July 2020) is attached.

The Project Site is located within the Westside Specific Plan (WSP) area and designated in the WSP Land Use Map as "Park" and General Plan Land Use Designation as "Single-Family Medium Density Residential". A copy of the Westside Specific Plan is located on the City website at http://www.sanramon.ca.gov/our_city/departments_and_divisions/community_development/planning_services/specific_plans/westside_specific_plan.

As part of the General Plan and WSP, the House site was originally designated as a Park. At several points in time during the late 1980s and early 1990s, the property owner had offered to dedicate the property to the City for a possible historic park on the site. In 1995, the El Nido Feasibility Study was conducted to evaluate conceptual rehabilitation plans and determine its eligibility for inclusion on the National Register of Historic Places. These offers were not acted upon and/or withdrawn by the property owner and in 2011, the City approved a General Plan Amendment, at the request of the property owner, to change the parcel's land use designation from Park to Single Family Medium Density Residential.

Since 2011, the property owner has sought opportunities to relocate the House in order to develop 19251 San Ramon Valley Boulevard. With the current development proposal, the House is proposed to remain on-site, but would be moved closer to the eastern property line in order to preserve the structure. The first floor of the House would serve as the Care Facility's dining and kitchen area while the second floor would be used as the Care Facility's office. The main building would be connected by a breezeway to the House.

As part of the development of the site, CEQA analysis will need to be conducted to determine the potential environmental impact of the Project and more specifically, the impact to this locally historic resource.

Staff envisions the following environmental services-related tasks:

Task 1. Project Scoping

a. Research and Investigation
b. Agency Consultation
c. Field Reconnaissance

Task 2. Preparation of Initial Study
The consultant will prepare an Initial Study to evaluate potential environmental impacts associated with the proposed Project, based on the environmental checklist included in State CEQA Guidelines. The consultant will provide studies where relevant to the Project's environmental analysis, and will determine which resource areas require additional studies, surveys and/or technical reports. Assessment will include (but is not limited too) description in detail of the following topics in accordance with current CEQA guidelines and requirements:

a) Aesthetic
b) Agriculture / Forestry Resources
c) Air Quality
d) Biological Resources
e) Cultural Resources
f) Energy
g) Geology/Soils
h) Greenhouse Gas Emissions
i) Hazards & Hazardous Materials
j) Hydrology/Water Quality
k) Land Use/Planning
l) Mineral Resources
m) Noise
n) Population/Housing
o) Public Services
p) Recreation
q) Transportation/Traffic
r) Tribal Cultural Resources
s) Utilities/Service Systems
t) Wildfire
u) Mandatory Findings of Significance

The consultant will confirm with City staff the appropriate policies, plans and regulatory thresholds used in the analysis. Identified impacts shall be designated as significant or insignificant pursuant to the criteria set forth in CEQA (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, Section 15000 et seq.).

Task 3. Preparation of Negative Declaration, Mitigated Negative Declaration

After completing the Initial Study, the consultant will assist the City as follows:

Task 3A. Completion of a Negative Declaration (ND) or Mitigated Declaration (MND).
The consultant will provide a negative declaration or appropriate mitigation measures to reduce impacts to below a level of significant. The ND or MND shall meet all of the requirements set forth in CEQA (Public Resources Code 21000 et seq.) and the State CEQA Guidelines (California Code Regulations, Section 15000 et seq.).

Task 4. Circulation of Environmental Documents/Determination.
Upon receipt of the City's comments on the Initial Study, the consultant will provide a response to address the City's revisions and comments and will finalize the Draft ND/MND for public review and distribution. The consultant will assist the City with preparation and filing of all required notices for the environmental determination, and will provide the City with a list of all mailings for the record. The Project Applicant will be responsible for any filing fees. Additionally, the consultant

will be responsible for any required consultations (including Tribal Consultations) required under the CEQA guidelines.

Task 5. Response to Comments and Final Environmental Determination.
The consultant will respond to public comments received and will prepare a response to comments document for the final CEQA document. Consultant will provide responses to public comments in the form of a memorandum to the City for review and approval. Consultant will distribute copies of the appropriate document(s) and appropriate notifications to the State Clearinghouse and other responsible public agencies per the State CEQA Guidelines (specifically Articles 6 and 7) after an environmental determination has been adopted by the City Council.

Task 6. Project coordination, meetings, and hearings related to environmental services.

Task 7. Deliverables
The consultant will be responsible for preparation of all documentation as required by the City. It is anticipated that the consultant will provide the following services and work products:

a) Administrative draft CEQA document for staff review – one (1) electronic copy.
b) Draft CEQA document for public distribution –one (1) electronic copy.
c) Final screen check CEQA document for staff review – one (1) electronic copy.
d) Final CEQA document for Planning Commission/City Council and public distribution – one (1) electronic copy.
e) Draft and final MMRP for inclusion in the final CEQA document for staff review – one (1) electronic copy.
f) Response to comments memorandum containing proposed responses to public comment – one (1) electronic copy.
g) Attendance at public hearings and meetings. The consultant will attend required Planning Commission or City Council meetings to answer questions that may arise about the CEQA analysis. At least three (3) public hearings are anticipated and an optional three (3) additional public hearings may be required. Additional public hearings or meetings with stakeholder groups may be necessary.
h) Display materials (PowerPoint slideshows, multimedia, free-standing, etc.) and copies of necessary documents for all presentations and public hearings.

Project Files:

- El Nido Senior Assisted Living Development Project Narrative (December 2019) and Development Plan (July 2020)
- El Nido Feasibility Study (1995) and Updated Follow-up Letter (2010)
- Historic Report (January 2021)

El Nido Senior Assisted Living Development
Project Narrative (December 2019)

December 11, 2019

Cindy Yee
Senior Planner, Planning Services Division
City of San Ramon
2401 Crow Canyon Rd
San Ramon, CA 94583

Re: *Proposal Development Plan for El Nido Property & Preservation of Harlan House*

Dear Cindy,
The purpose of this letter is to provide you the key reasons why we are seeking a variance from the City related to certain zoning standards such floor area ratio (FAR) and lot coverage.

Background Summary
In 2017, my wife and I bought the ***El Nido*** *property located on* ***19251 San Ramon Valley Blvd*** *to develop a housing project for a growing and increasingly diverse senior population group that requires assistance. Our plan also included the relocation of the historic* ***Harlan House****, built in the 1850s, on to* ***Dr. Starkweather's*** *property located at the corner of* ***Pine Valley Road and Westside Drive****. Unfortunately, Dr. Starkweather and the City of San Ramon were not able to agree on mutually acceptable terms under which the house could be relocated, and that plan fell through.*

After having exhausted all other options and through consultation with many stakeholders, we are now proposing to preserve the Harlan House on its existing location at the El Nido property. Our Residential Care Facility will be developed in conjunction with the preserved Harlan House.

The total area of the El Nido property is approximately 30,492 SF (0.7-acre) with RM zoning. Under the current zoning, there are multiple allowable land uses including medium density housing project with up to 10 single family homes/townhomes or a residential care facility as proposed under our current plan.

The City's zoning standards for a medium density housing project include: setbacks, building heights, and etc., however, a residential care facility is considered a commercial project therefore, it has additional zoning regulation requirements such as lot coverage (25%) and FAR (50%).

The proposed design of our Facility meets the zoning standards related to the setbacks and the building height however, with our intentions to preserve the historic Harlan House and with a limited lot size, we are requesting variance for the lot coverage and FAR. Under the proposed design, the lot coverage for the Residential Care Facility will be 31%. But, if we include the historic Harlan House in our design, the overall lot coverage will be 36%. The FAR for the Residential Care Facility is 60% but with the inclusion of the Harlan House, FAR will be 67%.

Please refer to the table on the last page of this letter for full project configuration information.

Additional details of our proposal include:

- *The House will be moved closer towards San Ramon Valley Blvd, thus maintaining its current orientation.*
- *The preserved House will include reconstruction of the new porch in the front of the house and a kitchen plus a bathroom in the rear. Since these elements have been ravaged over the years, we feel that by bringing them back to life in this manner, we will be able to restore some of the past glory of this house. Additionally, a new roof, and custom windows and doors, will be installed in order to maintain the original style.*
- *The interior of the house will be decorated with old historic pictures, family history and artifacts that date back into 1850's era.*
- *The House will be connected with the main residential care facility through a covered corridor.*
- *The ground floor of the restored house will be used as the common area and the main dining hall.*
- *The upper level of the house will be used as the office space for the administrative staff.*
- *The house will be made available for scheduled public tours and planned events organized by the San Ramon Historic Foundation.*

We are also proposing to change the previously submitted architectural design of the residential care facility. Details include:

- *The revised exterior design of our Residential Care Facility will replicate the original architectural design of the Harlan House.*
- *The residential care facility will be a three-story building with only 48 rooms and 84 beds*
- *The height of the main building will be 35' or less matching the height of the Harlan House.*
- *Parking will be provided for 33 vehicles with 28 spaces in the underground garage and only 5 spaces will be on the main level.*

Benefits for Public and The City of San Ramon

Over the past 30 years, several attempts have been made to save the Harlan House but none have been successful. As the developers and the residents of San Ramon's Westside neighborhood for over 22 years, we are the first to present a concrete proposal to preserve the Heritage of our City by integrating the design of our Residential Care facility to match the architectural features of the Harlan House. Moreover, we are committing to invest a significant amount of our personal financial resources to revive the oldest standing structure in the City of San Ramon.

It is important to highlight that this would arguably be the last opportunity to save and preserve the Harlan House at its current location. Alternatively, we will be forced to design our Residential Care facility meeting the City's lot coverage requirements but it will not include the Harlan House as part of the overall design.

In addition to the preservation of the landmark house built in 1850's, our project for a Senior Residential Care Facility will bring several benefits to our community and to the City of San Ramon. We are highlighting just a few below:

- *Fill the critical housing need for our aging seniors who require care and assistance.*
- *Keep our seniors in close proximity to their families and allow their children and grandchildren to be nearby.*
- *Over the years, the demographics of our City has changed. The population of senior citizens is continuously growing and increasingly becoming diverse. There are not many facilities that are providing the type of housing for the diverse group of aging seniors where they can enjoy the lifestyle unique to their ethnic and cultural backgrounds. Our goal is to serve the seniors from diverse multi ethnic backgrounds by providing them a homelike environment filled with cultural activities and meals based on their dietary requirements and ethnicity.*
- *The project will add 40-50 net new jobs in the City of San Ramon*
- *Due to the nature of this project, there will be minimal impact on traffic. The tenants will not have their own vehicles. They will use the complimentary shuttle service to commute to their medical appointments, shopping, visits to local churches or other religious sites.*
- *Minimal noise impact.*
- *The staff will work in three shifts (7am – 3pm, 3pm – 11pm & 11pm – 7am) and ample parking will be provided for their vehicles in the basement garage.*
- *Parking will also be provided for the visiting family members in the basement garage.*

Cindy, I sincerely hope that you and other City officials will give due consideration to our proposal. I would look forward to your feedback and a positive outcome in the upcoming Planning Commission Meeting. Please do let me know if there are any further questions.

Regards,

Sohail Siddiqi
Owner, El Nido Foundation, LLC

CC: Lauren Barr, Division Manager, Planning Services Division

Project Configuration Details

		0.7 Acres Lot	
		30,492 SF	
Room Mix	1 Bedroom	12	
	2 Bedroom	36	
Coverage	9,450 sq. ft. (w/o Harlan House)	31%	
	11,060 sq. ft. (w/ Harlan House)	36%	
Parking	Spaces in Garage	28	
	Spaces on Site	5	
	Total Parking Spaces	33	
	Required Spaces	40	
Area		**Gross**	**Net**
	Basement	9,450 sf	
	Level One	8,987 sf	6,291 sf
	Level Two	8,593 sf	6,051 sf
	Level Three	8,449 sf	5,914 sf
	Total:	**35,479 sf**	**18,256 sf**
	Harlan House	2,664 sf	2,108 sf
	Grand Total:	**38,143 sf**	**20,364 sf**
		Existing .7 Acres	
FAR (gross)	w/o Harlan House	60%	
	with Harlan Houe	67%	

El Nido Senior Assisted Living Development
Development Plan (July 2020)

VIEW FROM SAN RAMON VALLEY BLVD

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

El Nido Senior Assisted Living

19251 San Ramon Valley Rd
El Nido Foundation, LLC

edward c. novak
ARCHITECT
153 GILLETTE PLACE #108 LIVERMORE, CA 94550
phone: 714 323-8396 email: ed@ecnarchitecture.com

A1

	AREA TABULATION - EL NIDO HOUSE			
LEVELS		RESIDENTIAL GFA	RESIDENTIAL NFA*	CIRCULATION & STORAGE
RESIDENTIAL ONE		1,620	954	666
RESIDENTIAL TWO		1,054	727	327
GROSS AREA TOTALS		2,674		
NET AREA TOTALS			1,681	993

* AREA USED IN THE FLOOR AREA RATIO CALCULATION (SHADED AREAS INDICATED ON CONCEPTUAL BUILDING PLANS)

	AREA TABULATION - MAIN BUILDING			
LEVELS	PARKING GFA	RESIDENTIAL GFA	RESIDENTIAL NFA*	CIRCULATION & STORAGE
BASEMENT PARKING	9,633	888	0	888
RESIDENTIAL ONE	0	9,051	5,835	3,216
RESIDENTIAL TWO	0	9,092	5,483	3,609
RESIDENTIAL THREE	0	8,916	5,575	3,341
GROSS AREA TOTALS	9,633	27,947		
NET AREA TOTALS			16,893	11,054

* AREA USED IN THE FLOOR AREA RATIO CALCULATION (SHADED AREAS INDICATED ON CONCEPTUAL BUILDING PLANS)

	FLOOR AREA RATIO (F.A.R.) and LOT COVERAGE		
	PRESCRIBED AREA	LOT AREA	RATIO/PERCENTAGE
MAXIMUM ALLOWED	NET FLOOR AREA / LOT AREA		0.5*
PROPOSED TOTAL	18,674	30,492	0.61
EL NIDO HOUSE	1,681	30,492	0.05
MAIN BUILDING	16,893	30,492	0.56
MAXIMUM ALLOWED	BUILDING COVERAGE AREA / LOT AREA		25%*
PROPOSED TOTAL	10,740	30,492	35.2%
EL NIDO HOUSE	1,620	30,492	5.3%
MAIN BUILDING	9,120	30,492	29.9%

* THE WEST SIDE SPECIFIC PLAN DOES NOT IDENTIFY A ZONING DESIGNATION FOR THE PROPERTY. MAXIMUM ALLOWED NUMBERS ARE ASSUMED DEVELOPMENT STANDARDS BASED ON THE CORRELATING ZONING DESIGNATION (RM) TO THE GENERAL PLAN DESIGNATION (SINGLE-FAMILY MEDIUM DENSITY) FOR THE PROPERTY. AN AMENDMENT TO THE WEST SIDE SPECIFIC PLAN IS BEING PROPOSED TO ASSIGN A ZONING DESIGNATION THAT WILL ALLOW 0.7 FAR AND 40% COVERAGE FOR SENIOR HOUSING PROJECTS.

	ROOM MIX			
LEVELS	1 BED PER ROOM	2 BED PER ROOM	TOTAL ROOMS	TOTAL BEDS
RESIDENTIAL ONE	2	14	16	30
RESIDENTIAL TWO	6	10	16	26
RESIDENTIAL THREE	4	12	16	28
TOTALS	12	36	48	84

	PARKING TABULATION				
LEVELS	STANDARD SPACES	ADA COMPLIANT	MOTORCYCLE SPACES	BICYCLE SPACES	TOTALS
BASEMENT PARKING	24	0	3	6	24
AT GRADE PARKING	4	2	0	0	6
			3	6	
TOTALS	28	2			30

REQUIRED:

RESIDENT	1 SPACE PER EVERY 3 BEDS	84 BEDS / 3	28
GUEST & STAFF	1 SPACE FOR EVERY 4 ROOMS	48 ROOMS / 4	12
			40

A REDUCTION IN PARKING IS REQUESTED BECAUSE THE RESIDENTS WILL NOT BE ALLOWED TO HAVE VEHICLES FOR PERSONAL USE AND THE PROPERTY MANAGEMENT WILL PROVIDE SHUTTLE SERVICES FOR THE RESIDENT'S TRANSPORTATION NEEDS

PROJECT TEAM

OWNER:
EL NIDO FOUNDATION, LLC — SOHAIL SIDDIQI
18 WINDING CREEK WAY
SAN RAMON, CA 94583 — ssiddiqi60@gmail.com

CIVIL ENGINEER:
STERLING CONSULTS — DILIP KISHNANI
11040 BOLLINGER CANYON ROAD E-102 — 925 705-3633
SAN RAMON, CA 94582 — 1sterlingconsultants@gmail.com

LANDSCAPE ARCHITECT:
WILSON & ASSOCIATES — CHARLES WILSON
815 SAN DIEGO ROAD — 925 938-7377
BERKELEY, CA 94596 — cwilson815@gmail.com

ARCHITECT:
Edward C. Novak, Architect — Edward Novak
153 Gillette Place #108 — 714 323-8396
Livermore, CA 94550 — ed@ecnarchitecture.com

SHEET INDEX

A1	RENDERING FROM SAN RAMON VALLEY BLVD
A2	SHEET INDEX / PROJECT INFORMATION
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A4	ARCHITECTURAL SITE PLAN - BASEMENT LEVEL
A5	RESIDENTIAL LEVEL ONE
A6	RESIDENTIAL LEVEL TWO
A7	RESIDENTIAL LEVEL THREE
A8	ROOF PLAN
A9	SITE SECTIONS
A10	EXTERIOR ELEVATIONS, NORTH & EAST
A11	EXTERIOR ELEVATIONS, SOUTH & WEST
A12	SHADE STUDIES
A13	ADDITIONAL RENDERINGS
A14	ADDITIONAL RENDERINGS
C-1	TITLE SHEET / PROPOSED SITE PLAN & NOTES
C-2	EXISTING CONDITION MAP / DEMOLITION PLAN
C-3	PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN
C-4	PRELIMINARY STORMWATER CONTROL PLAN
PL-1	PRELIMINARY LANDSCAPE PLAN

GENERAL INFORMATION

A. LEGAL DESCRIPTION: APN 211-100-057-2
B. SITE AREA: 30,492 SQ FT
0.7 ACRES
C. LOCATION: 19251 SAN RAMON VALLEY BLVD.
SAN RAMON, CA
D. GENERAL PLAN: S.F. MEDIUM DENSITY
6-14 du/ac
E. ZONING:
EXISTING R.M.
UP TO 6.2 du/ac
PROPOSED R.M. W/ USE PERMIT
du/ac
F. HEIGHT LIMIT:
ALLOWED 35 FEET
PROPOSED 35 FEET
G. OCCUPANCY GROUP: R-2.1 OVER S-2
H. TYPE OF CONSTRUCTION: V-A SPRINKLERED

BUILDING INFORMATION

BUILDING 1, ONE LEVEL SUBTERRANEAN PARKING GARAGE 10,647 SQUARE FEET
TYPE V-A WITH NFPA 13 FIRE SPRINKLERS PER C.B.C. 903.3.1.1
- MAXIMUM ALLOWABLE HEIGHT OF CONSTRUCTION FOR TYPE V-A (S-2 OCCUPANCY) IS 70' PER C.B.C. TABLE 504.3 AND 5 STORIES PER C.B.C. TABLE 504.4.
- MAXIMUM ALLOWABLE AREA OF CONSTRUCTION FOR TYPE V-A (S-2 OCCUPANCY) IS 84,000 SQUARE FEET PER C.B.C. TABLE 506.2.

BUILDING 2, 3 LEVEL RESIDENTIAL CARE FACILITY 26,756 SQUARE FEET
TYPE V-A WITH NFPA 13 FIRE SPRINKLERS PER C.B.C. 903.3.1.1
- MAXIMUM ALLOWABLE HEIGHT OF CONSTRUCTION FOR TYPE V-A (R-2.1 OCCUPANCY) IS 50' PER C.B.C. TABLE 504.3 AND 3 STORIES PER C.B.C. TABLE 504.4.
- MAXIMUM ALLOWABLE AREA OF CONSTRUCTION FOR TYPE V-A (R-2.1 OCCUPANCY w/o HEIGHT INCREASE) IS 31,500 SQUARE FEET PER C.B.C. TABLE 506.2.

BUILDING 3, 2 LEVEL RESIDENTIAL RESTORATION 2,674 SQUARE FEET
TYPE V-A WITH NFPA 13 FIRE SPRINKLERS PER C.B.C. 903.3.1.1
- MAXIMUM ALLOWABLE HEIGHT OF CONSTRUCTION FOR TYPE V-A (R-2.1 OCCUPANCY) IS 50' PER C.B.C. TABLE 504.3 AND 3 STORIES PER C.B.C. TABLE 504.4.
- MAXIMUM ALLOWABLE AREA OF CONSTRUCTION FOR TYPE V-A (R-2.1 OCCUPANCY w/o HEIGHT INCREASE) IS 31,500 SQUARE FEET PER C.B.C. TABLE 506.2.

0 4 8 16
SCALE: 1/8" = 1'-0"
July 8, 2020

El Nido Senior Assisted Living
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El Nido Foundation, LLC

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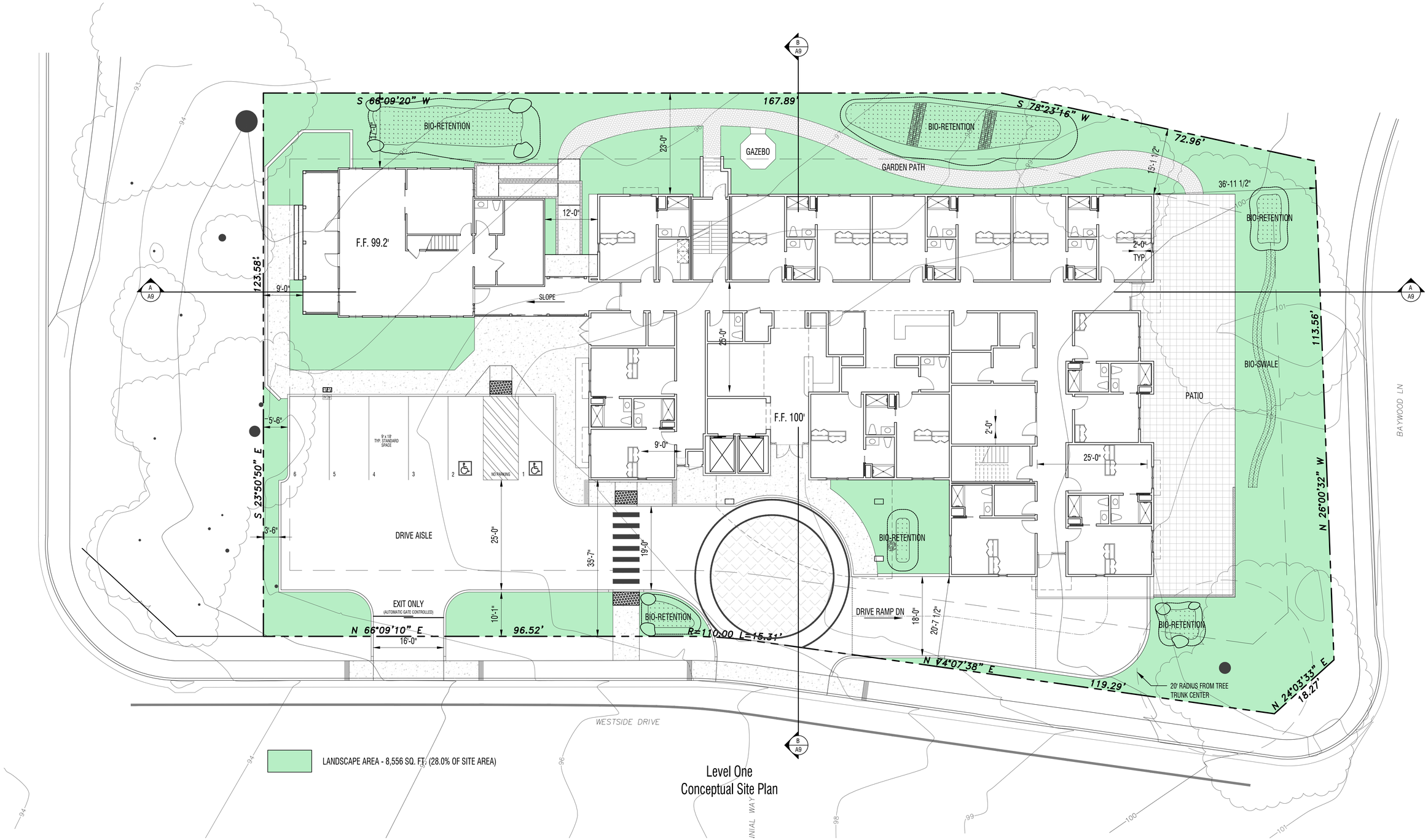
A2



Level One
Conceptual Site Plan

0 5 10 20

SCALE: 1" = 10'
July 8, 2020

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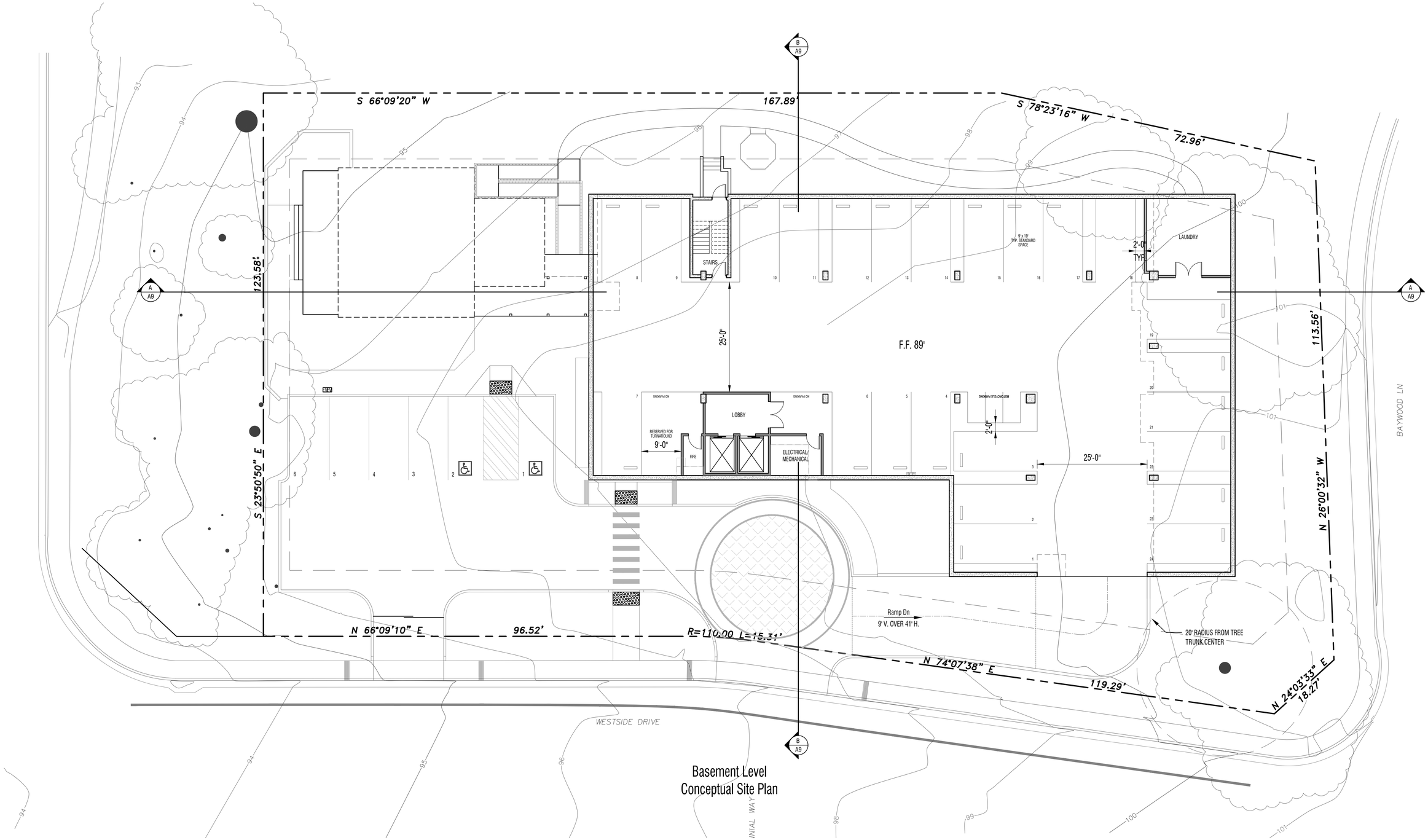
A3



Basement Level
Conceptual Site Plan

0 5 10 20

SCALE: 1" = 10'
July 8, 2020

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A4

RESIDENTIAL NET AREA

Level One

CONCEPTUAL BUILDING PLANS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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A5

RESIDENTIAL NET AREA

Level Two

CONCEPTUAL BUILDING PLANS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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A6

RESIDENTIAL NET AREA

Level Three

CONCEPTUAL BUILDING PLANS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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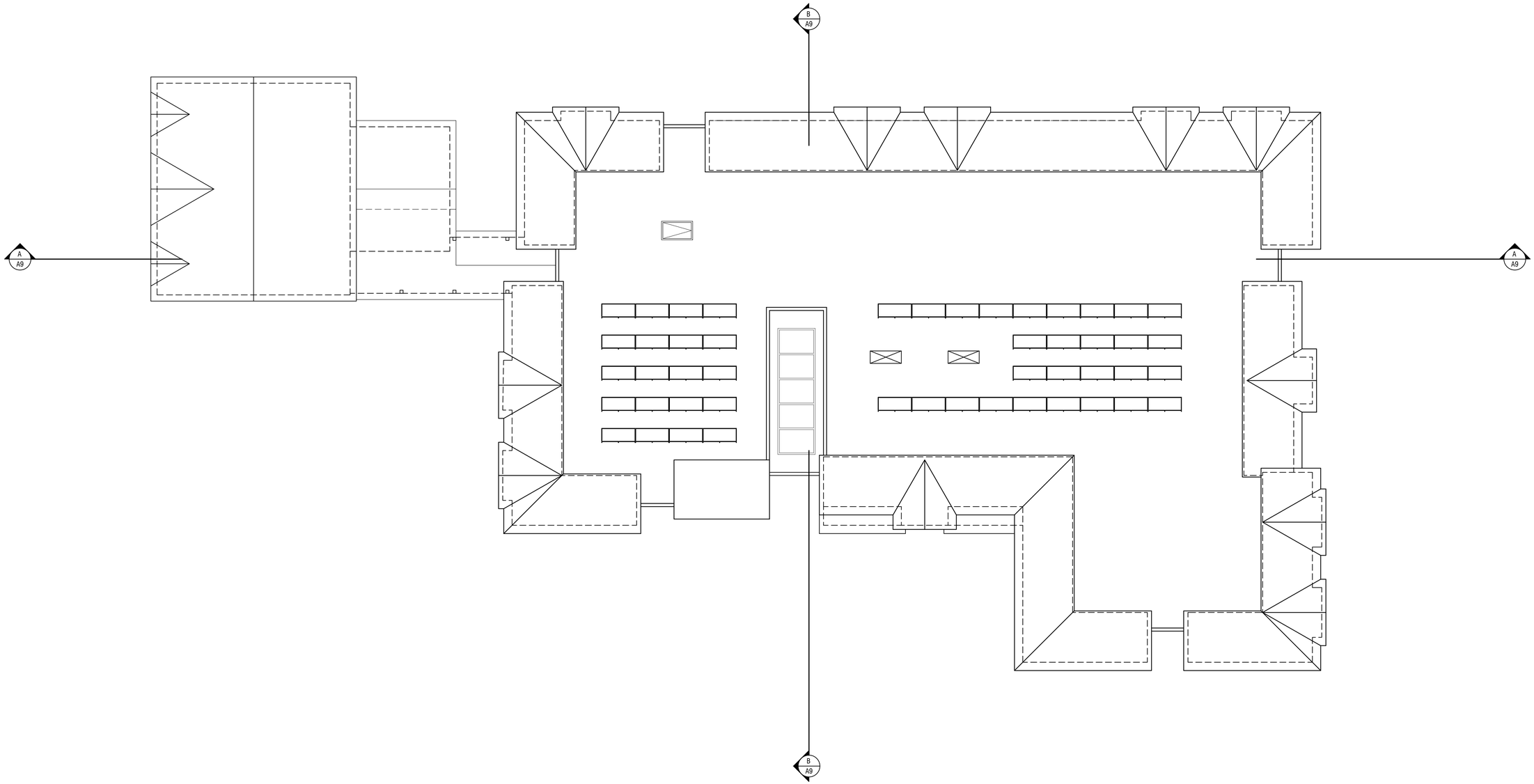
A7



Roof Level

CONCEPTUAL BUILDING PLANS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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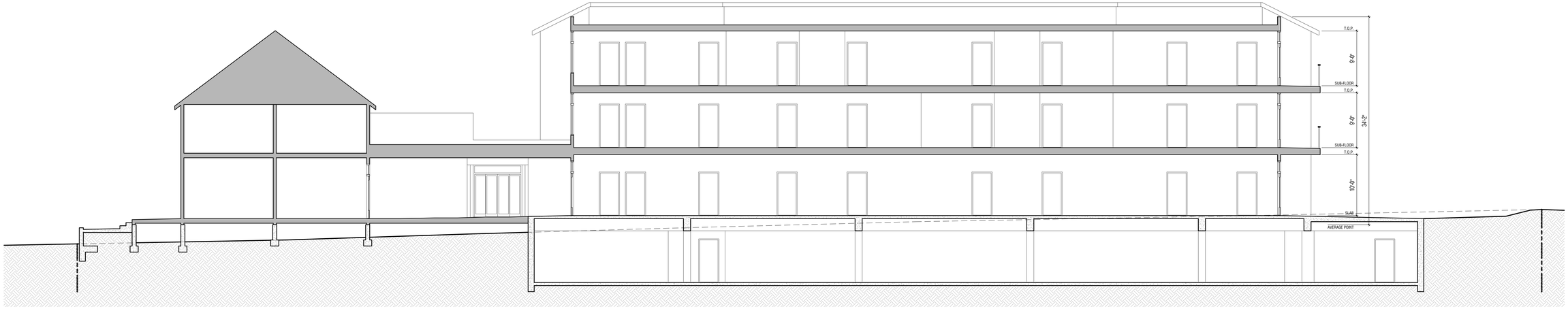
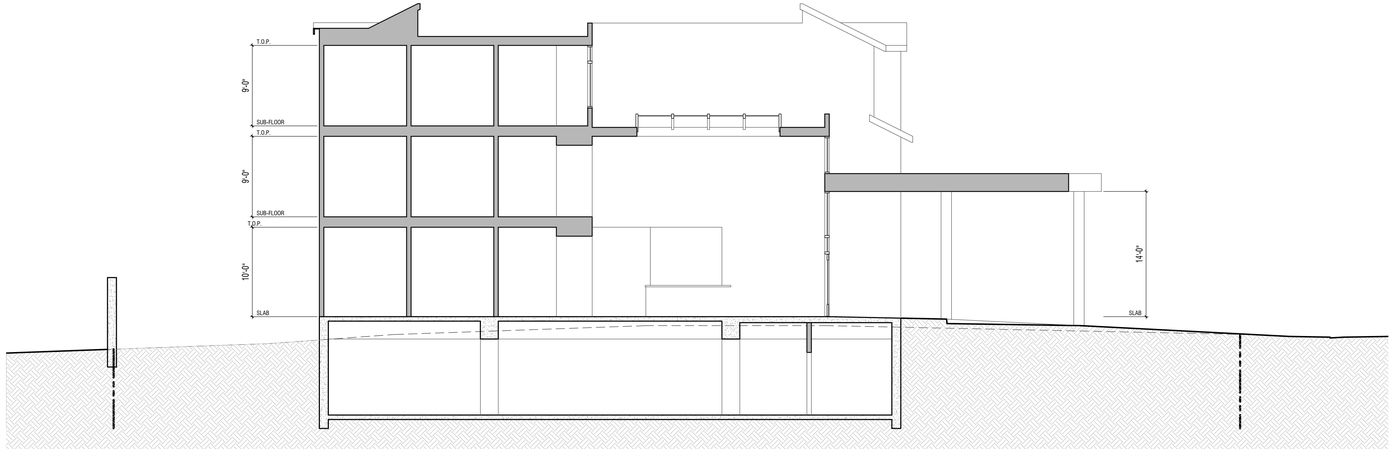
A8



SITE SECTION A-A



SITE SECTION B-B

CONCEPTUAL SECTIONS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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A9

EAST ELEVATION (LEFT SIDE)

NORTH ELEVATION (FRONT)

COLOR PALETTE

ROOF:	TIMBERLINE HDZ HUNTER GREEN BY GAF
FASCIA & TRIM:	CLOUD WHITE, KMW57-1
SIDING:	WHITE SAND, KM4632-1
STUCCO:	ABBEY ROAD, KM4586-2
STONE:	MANZANITA CLIFTSTONE BY ELDORADO STONE

ALL PAINT PRODUCTS BY KELLEY MOORE PAINTS

CONCEPTUAL ELEVATIONS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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A10

WEST ELEVATION (RIGHT SIDE)

SOUTH ELEVATION (REAR)

COLOR PALETTE

ROOF:	TIMBERLINE HDZ HUNTER GREEN BY GAF
FASCIA & TRIM:	CLOUD WHITE, KMW57-1
SIDING:	WHITE SAND, KM4632-1
STUCCO:	ABBEY ROAD, KM4586-2
STONE:	MANZANITA CLIFTSTONE BY ELDORADO STONE

ALL PAINT PRODUCTS BY KELLEY MOORE PAINTS

CONCEPTUAL ELEVATIONS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

El Nido Senior Assisted Living

19251 San Ramon Valley Rd
El Nido Foundation, LLC

edward c. novak
ARCHITECT
153 GILLETTE PLACE #108 LIVERMORE, CA 94550
phone: 714 323-8396 email: ed@ecnarchitecture.com

A11

JUNE 22 - 9:00 AM

JUNE 22 - 12:00 PM

JUNE 22 - 4:00 PM

DECEMBER 22 - 9:00 AM

DECEMBER 22 - 12:00 PM

DECEMBER 22 - 4:00 PM

SHADE STUDIES

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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A12

VIEW 4 - FROM SRV BLVD & WESTSIDE DR

VIEW 5 - FROM CITY PROPERTY & WESTSIDE DR

VIEW 1 - BIRD'S EYE FROM THE NORTHEAST

VIEW 2 - FROM SAN RAMON VALLEY BLVD

VIEW 3 - FROM SAN RAMON VALLEY BLVD

ADDITIONAL 3D VIEWS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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A13

VIEW 11 - SOUTH SIDE GARDEN FROM THE EAST

VIEW 10 - WEST SIDE GARDEN FROM THE SOUTH

VIEW 9 - WEST SIDE GARDEN FROM THE NORTH

VIEW 6- BIRD'S EYE FROM THE NORTH

VIEW 7 - FROM THE NORTHWEST ALONG WESTSIDE

VIEW 8 - FROM BAYWOOD LN

ADDITIONAL 3D VIEWS

0 4 8 16

SCALE: 1/8" = 1'-0"
July 8, 2020

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A14

DEVELOPMENT REVIEW
EL NIDO SENIOR ASSISTED LIVING
19251 SAN RAMON VALLEY BOULEVARD
SAN RAMON CONTRA COSTA COUNTY CALIFORNIA

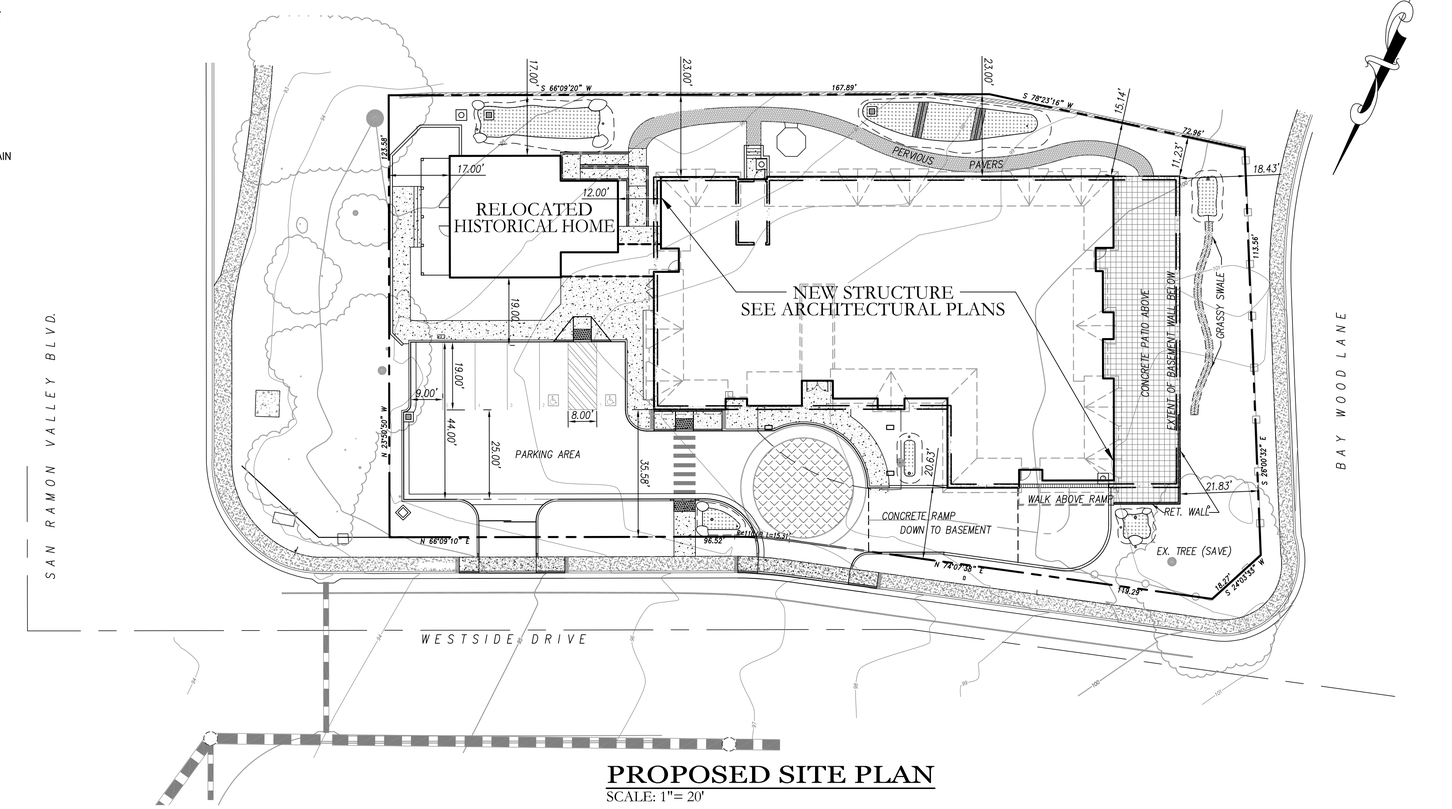
SCALE: 1" = 20' DATE: APRIL 27, 2020

LEGEND

SYMBOL (EXISTING / PROPOSED)	DESCRIPTION
	HINGE LINE/TOP/TOE
	CONCRETE V-DITCH
	GRADED SWALE
205 / 202	CONTOUR LINES
	DAYLIGHT LINE/LIMIT OF GRADING
	PROPERTY LINE/ BOUNDARY / RIGHT-OF-WAY
	EASEMENT LINE
	CENTERLINE (℄)
	FENCE (CHAIN LINK)
	DRIVEWAY
	CURB, GUTTER & SIDEWALK
	RETAINING WALL (AS DESCRIBED) w/ SUB-DRAIN
	CITY STANDARD BARRICADE
8"W / 8"W	WATER LINE AND VALVE
8"SS / 8"SS	SANITARY SEWER LINE AND MANHOLE OR CLEANOUT
15"SD / 15"SD	STORM DRAIN LINE AND MANHOLE
SDCO	4" PERF/SOLID SUBDRAIN WITH CLEANOUTS
WM / WM	WATER LATERAL / METER
4"SS	SANITARY SEWER CLEANOUT (SSCO)
	AREA DRAIN WITH SUMP BOTTOM (NDS 1212 OR APPROVED EQUAL)
	FLAT DRAIN INLET AS SPECIFIED
RELOCATED	FIRE HYDRANT
	STREETLIGHT STANDARD WITH MAST ARM AND LUMINAIRE (ELECTROLIER)
	PULL BOX (AS NOTED)
E / E	ELECTRICAL CONDUIT
G / G	GAS MAIN
T / T	TELEPHONE CONDUIT
	STREET MONUMENT
	BOLLARD
	JOINT POLE w/ GUY ANCHOR
2%	PERCENT GRADE
	VERTICAL GRADE BREAK (PROFILE)
BR #1	BIO-RETENTION AREA NUMBER
	TREE

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
BC	BEGIN CURVE
BM	BENCHMARK
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
BSW	BACK OF SIDEWALK
BVC	BEGIN VERTICAL CURVE
BW	BOTTOM OF WALL (EXPOSED)
CL	CENTER LINE
CB	CATCH BASIN
CO	CLEAN OUT
CR	CURB RETURN
DI	DRAIN INLET
DS	ROOF DOWN SPOUT
EC	END CURVE
EL	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EX	EXISTING
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
FC, F/C	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FOGLN	FOG LINE (WHITE STRIPE)
GB	GRADE BREAK
GI	GREASE INTERCEPTOR
GM	GAS METER
GR	GRATE ELEVATION
HP	HIGH POINT
IRR	IRRIGATION
JT	JOINT TRENCH
LF	LINEAL FEET
LIP	LIP OF GUTTER
LP	LOW POINT
MAX	MAXIMUM
MH	MANHOLE
N/B	NORTH BOUND
P	PAD
PA	PLANTER AREA
PL, P/L	PROPERTY LINE
PCC	POINT OF COMPOUND CURVATURE
PERF.	PERFORATED
PIEE	PRIVATE INGRESS & EGRESS EASEMENT
PRC	POINT OF REVERSE CURVATURE
PROJ.	PROJECTED
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PV	PAVEMENT/ASPHALT GRADE
PVI	POINT OF VERTICAL INTERSECTION
R=	RADIUS OF CURVE
△=	INCLUDED ANGLE OF CURVE
L=	ARC LENGTH OF CURVE
RAE	RECIPROCAL ACCESS EASEMENT
RCP	REINFORCED CONCRETE PIPE
RIM	RIM ELEVATION
R/W	RIGHT OF WAY
S	SLOPE
S/B	SOUTH BOUND
SD	STORM DRAIN
SDCO	STORM DRAIN CLEANOUT
SDE	STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SE	SIDEWALK EASEMENT
SF	SQUARE FEET
S.O.	SIDE OPENING
SS	SANITARY SEWER
SSE	SANITARY SEWER EASEMENT
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
STD	STANDARD
TB	TOP OF BERM
TC	TOP OF CURB
TCM	TREATMENT CONTROL MEASURE
TPZ	TREE PROTECTION ZONE
TW	TOP OF WALL
TYP	TYPICAL
VC	VERTICAL CURVE
W	WATER LINE
WM	WATER METER



PROPOSED SITE PLAN
SCALE: 1"= 20'

VICINITY MAP
NOT TO SCALE

PROJECT GENERAL NOTES:

1. OWNER(S) : SR & SONS L.L.C. 18 WINDING CREEK WAY, SAN RAMON, CA 94583 TEL: 925-367-7202
2. DEVELOPER : SR & SONS L.L.C. 18 WINDING CREEK WAY, SAN RAMON, CA 94583 TEL: 925-367-7202
3. CIVIL ENGINEER : STERLING CONSULTANTS 46560 FREMONT BOULEVARD, SUITE 205 FREMONT, CA 94538 CONTACT: DILIP S. KISHNANI, P.E., QSD TEL: 510-344-8956
4. SOILS ENGINEER : QUANTUM GEOTECHNICAL INC. 6288 SAN IGNACIO AVENUE, SUITE D SAN JOSE, CA 95119 CONTACT: SIMON MAKDESSI, P.E, G.E TEL: 408-629-3822
5. APNs: 211-100-057-2
6. EXISTING LAND USE: SINGLE FAMILY RESIDENTIAL
7. PROPOSED LAND USE: SENIOR ASSISTED LIVING CARE FACILITY
8. SITE AREA: 30,492 SF (0.7000 ACRES)
9. GENERAL PLAN: SINGLE FAMILY MEDIUM DESITY- 6-14 DU/AC
10. EXISTING ZONING: R.M. (UP TO 6.2 DU/AC)
11. PROPOSED ZONING: R.M. W/ USE PERMIT
12. WATER SYSTEM: EAST BAY MUNICIPAL UTILITY DISTRICT
13. SEWER SYSTEM: DUBLIN SAN RAMON SERVICES DISTRICT
14. STORM DRAIN SYSTEM: CITY OF SAN RAMON
15. GAS & ELECTRIC: PACIFIC GAS & ELECTRIC (P.G.&E.)
16. CABLE: COMCAST CABLE
17. TOPOGRAPHY: EXISTING TOPOGRAPHY IS BASED ON A FIELD SURVEY DONE BY STERLING CONSULTANTS IN JUNE 2018.
18. BOUNDARY: EXISTING BOUNDARY IS BASED ON A FIELD SURVEY DONE BY STERLING CONSULTANTS IN JUNE 2018.
19. STREETS: ACCESS TO THE ASSISTED LIVING FACILITY IS THROUGH A NEW COMMERCIAL DRIVEWAY FROM WESTSIDE DRIVE.
20. FLOOD ZONE: ZONE X; PANEL NO. 0577F
21. GRADING: GRADES FOR THE PROPOSED PROJECT ARE SHOWN ON SHEET C-3.
22. DIMENSIONS: PROPERTY DIMENSIONS (SHOWN TO NEAREST TENTH OF A FOOT) AND AREAS SHOWN HEREIN ARE APPROXIMATE AND SUBJECT TO MINOR CHANGES DURING FINAL DESIGN.
23. CONTOURS: EXISTING CONTOURS ARE SHOWN.
24. UTILITIES: ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND. ALL STORM DRAINS, SANITARY SEWERS AND WATER MAINS SHALL ADHERE TO MINIMUM SIZES & SLOPES PER THE GOVERNING AGENCIES.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SHEET INDEX

SHEET NO.	DESCRIPTION
C-1	TITLE SHEET - PROPOSED SITE PLAN & NOTES
C-2	EXISTING CONDITION MAP & DEMOLITION PLAN
C-3	PRELIMINARY GRADING, DRAINAGE AND UTILITY PLAN
C-4	PRELIMINARY STORMWATER CONTROL PLAN

DATE: JULY 09, 2020
SCALE: AS NOTED
DRAWN: DSK
DESIGNED: DSK
ENGINEER: DSK
MANAGER: DSK

NO.	BY	DATE	REVISIONS	CITY APPR

PREPARED BY, OR UNDER THE DIRECTION OF:
NOT APPROVED FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER DILIP S. KISHNANI C 51620 STATE OF CALIFORNIA

PREPARED BY:
STERLING CONSULTANTS
46560 FREMONT BOULEVARD, SUITE 205
FREMONT, CA 94538
1sterlingconsultants@gmail.com PHONE: 510.344.8956

PREPARED FOR:
SR & SONS LLC
18 WINDING CREEK WAY
SAN RAMON, CA 94583
925-367-7202

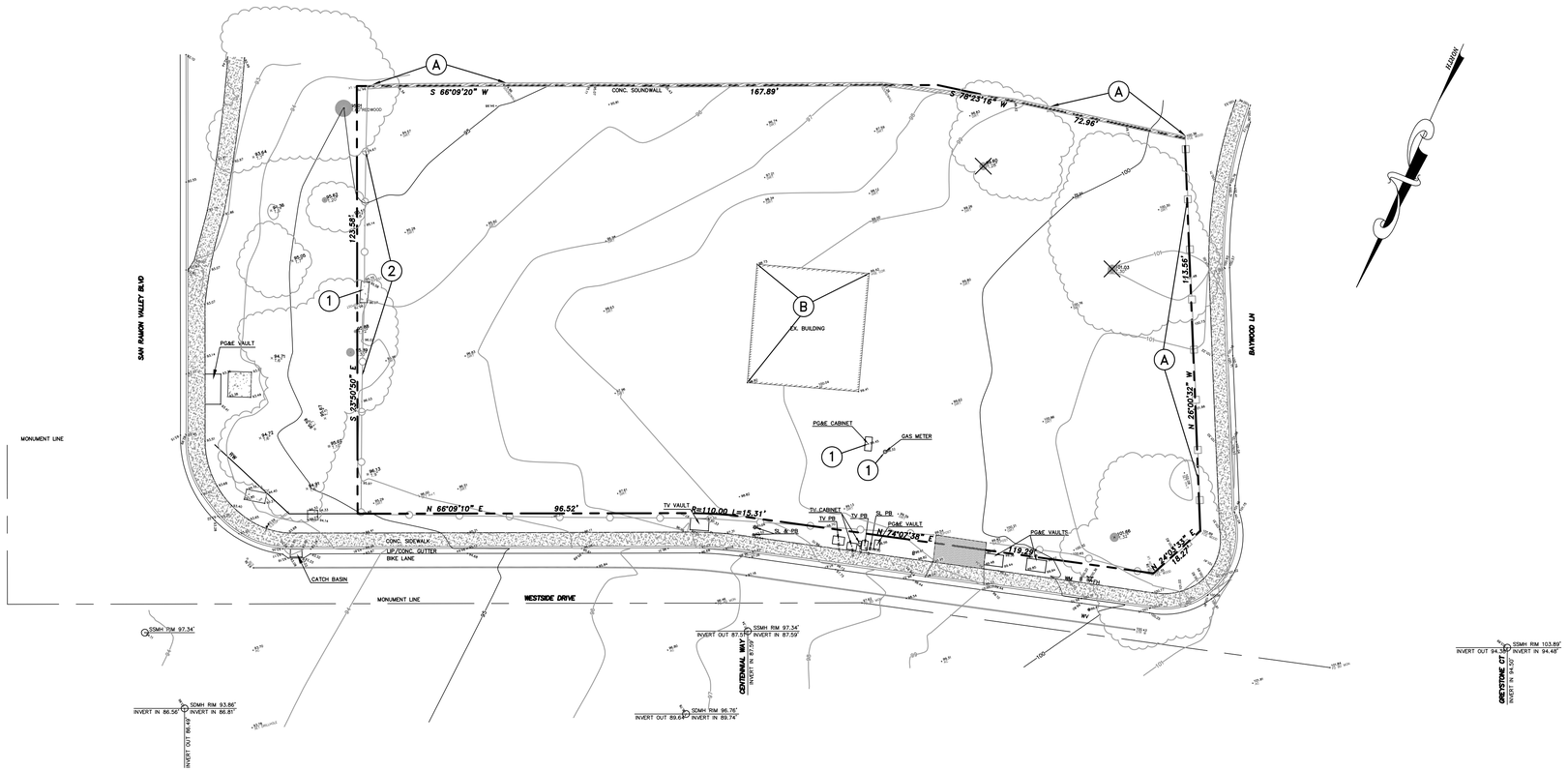
APN: 211-100-057-2 19251 SAN RAMON VALLEY BLVD.

DEVELOPMENT REVIEW
EL NIDO SENIOR ASSISTED LIVING
TITLE SHEET - PROPOSED SITE PLAN & NOTES

CITY OF SAN RAMON CONTRA COSTA COUNTY CALIFORNIA

SHEET NO. C-1
1 OF 4 SHEETS
JOB NO. 2018-365

PRINTED: JULY 09, 2020



EXISTING CONDITION MAP & DEMOLITION PLAN

SCALE: 1"= 20'

DEMOLITION LEGEND

- PL
- WOODEN FENCE
- WIRE FENCE
- EXISTING TREE w/ DBH (SAVE)
- × 607.0 — EXISTING GRADE ELEVATION
- 185 — EXISTING CONTOUR w/ ELEVATION
- REMOVE EXISTING TREE

REMOVAL NOTES

1. REMOVE EXISTING UTILITY
2. REMOVE EXISTING FENCE
3. REMOVE EXISTING CONCRETE

PROTECTION NOTES

A. PROTECT EXISTING FENCE/WALL
B. RELOCATE EXISTING BUILDING (SEE PROPOSED SITE PLAN)

DEMOLITION NOTES:

1. CONTRACTOR SHALL OBTAIN A DEMOLITION PERMIT FROM THE CITY OF SAN RAMON BUILDING DEPARTMENT PRIOR TO START OF DEMOLITION.
2. THE PROPERTY LINE SHALL BE THE LIMITS OF DEMOLITION UNDER THE GRADING PERMIT. DEMOLITION WITHIN CITY RIGHT-OF-WAY SHALL BE DONE UNDER AN ENCROACHMENT PERMIT WITH THE CITY OF SAN RAMON.
3. CONTRACTOR SHALL COORDINATE UTILITY DISCONNECTIONS WITH THE RESPECTIVE UTILITY AGENCIES PRIOR TO START OF DEMOLITION ON THE SITE.
4. UTILITIES TO BE ABANDONED WITHIN THE AREAS OF PROPOSED IMPROVEMENTS SHALL BE REMOVED IN THEIR ENTIRETY OR ABANDONED IN PLACE PER RECOMMENDATIONS IN THE PROJECT SOILS REPORT.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

GROSS LOT AREA = 30,492 SQ. FT. ~ 0.700 ACRES

VERTICAL DATUM: ASSUMED ELEVATION OF 100.04 ON THE BUILDING FINISHED FLOOR.

BASIS OF BEARINGS: AS SHOWN ON SUBDIVISION 7962, PARCEL "A", FILED SEPT. 21, 1995 IN BOOK 382 OF MAPS AT PAGE 19 OF CONTRA COSTA COUNTY RECORDS.

BOUNDARY: BOUNDARY BASED UPON FIELD SURVEY PERFORMED BY HELMUT KORSTICK, PLS 7739.

DATE: JULY 09, 2020					
SCALE: AS NOTED					
DRAWN: DSK					
DESIGNED: DSK					
ENGINEER: DSK					
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

PREPARED BY, OR UNDER THE DIRECTION OF:
NOT APPROVED FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER DILIP S. KISHNANI C 51620 STATE OF CALIFORNIA

PREPARED BY:
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46560 FREMONT BOULEVARD, SUITE 205
FREMONT, CA 94538
1sterlingconsultants@gmail.com PHONE: 510.344.8956

PREPARED FOR:
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SAN RAMON, CA 94583
925-367-7202

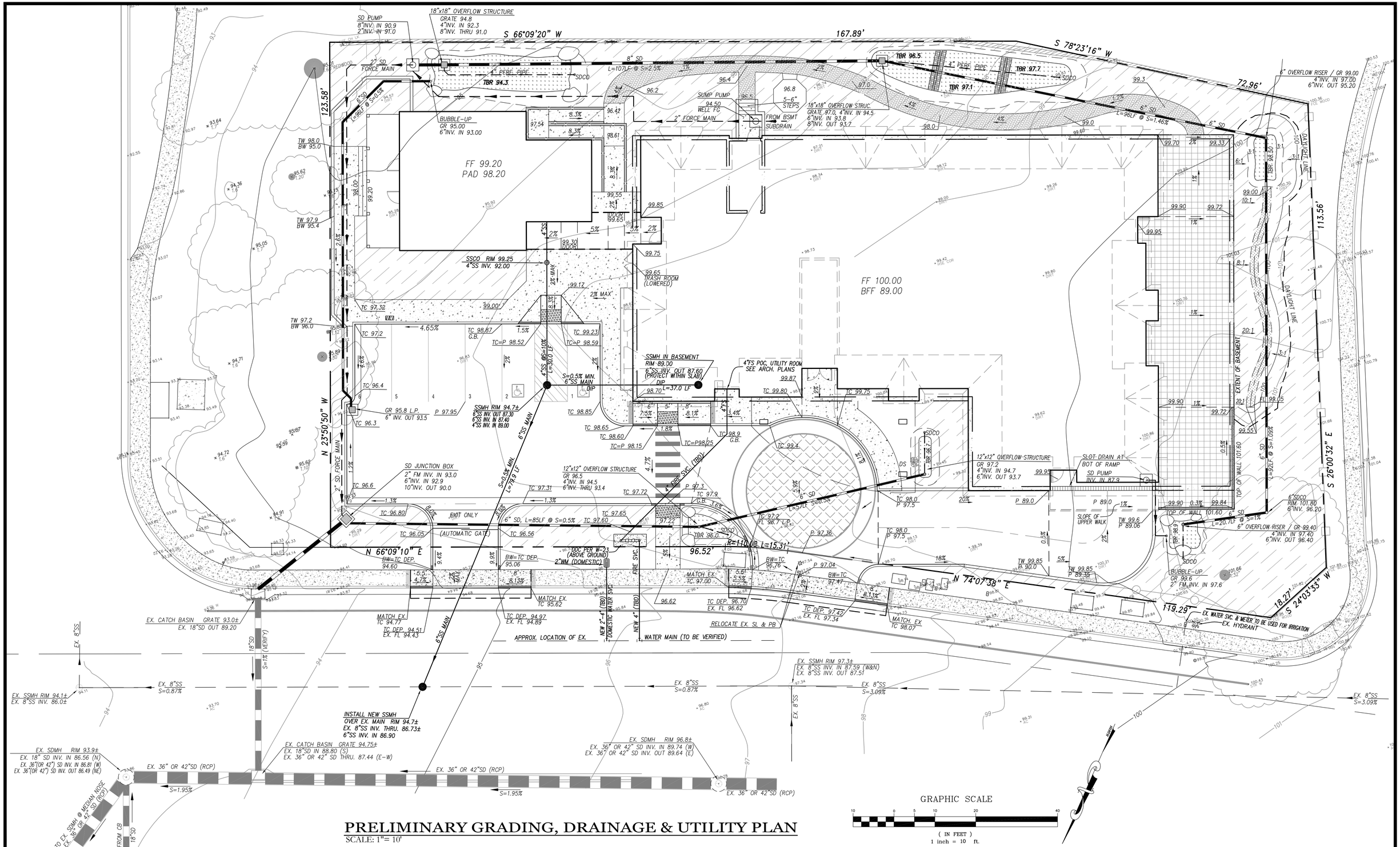
APN: 211-100-057-2 19251 SAN RAMON VALLEY BLVD.

DEVELOPMENT REVIEW
EL NIDO SENIOR ASSISTED LIVING
EXISTING CONDITION MAP & DEMOLITION PLAN

CITY OF SAN RAMON CONTRA COSTA COUNTY CALIFORNIA

SHEET NO. C-2
2 OF 4 SHEETS
JOB NO. 2018-365

PRINTED: JULY 09, 2020



PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN

SCALE: 1"= 10'

DATE: JULY 09, 2020					
SCALE: AS NOTED					
DRAWN: DSK					
DESIGNED: DSK					
ENGINEER: DSK					
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

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925-367-7202

APN: 211-100-057-2

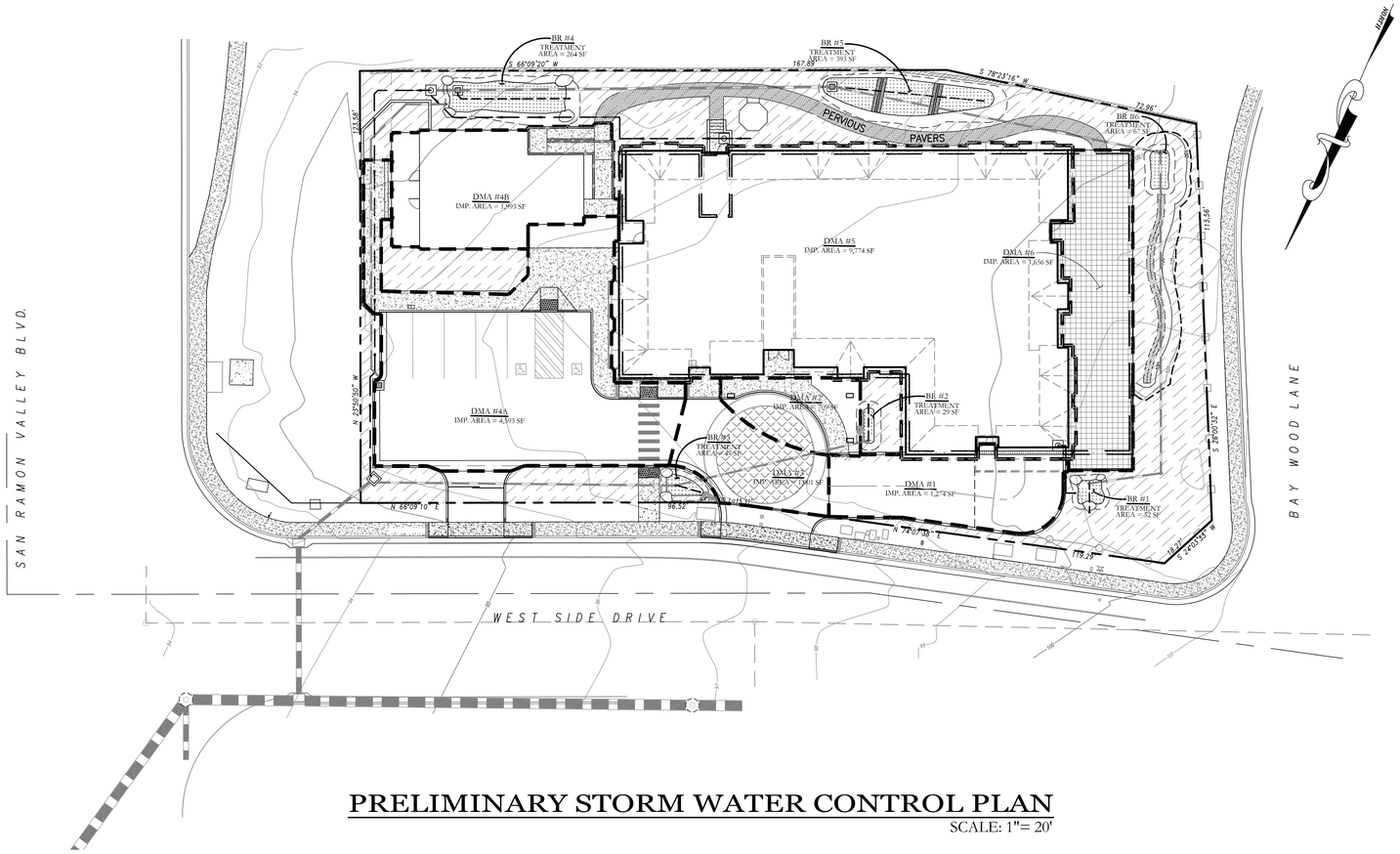
19251 SAN RAMON VALLEY BLVD.

DEVELOPMENT REVIEW
EL NIDO SENIOR ASSISTED LIVING
PRELIMINARY GRADING, DRAINAGE & UTILITY PLAN

CITY OF SAN RAMON CONTRA COSTA COUNTY CALIFORNIA

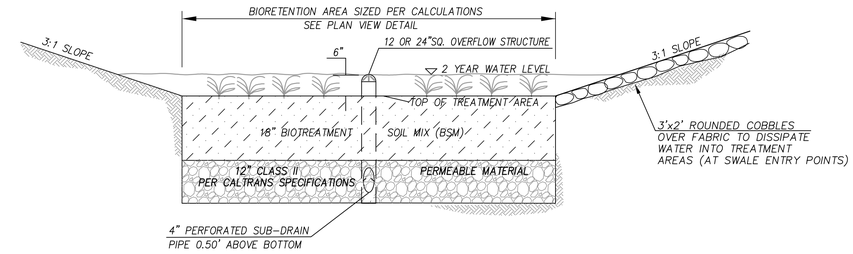
SHEET NO. C-3
3 OF 4 SHEETS
JOB NO. 2018-365

PRINTED: JULY 09, 2020



PRELIMINARY STORM WATER CONTROL PLAN

SCALE: 1"= 20'



TYPICAL BIO-RETENTION PLANTER

NOT TO SCALE

BIORETENTION TREATMENT AREAS AND SIZING CHART

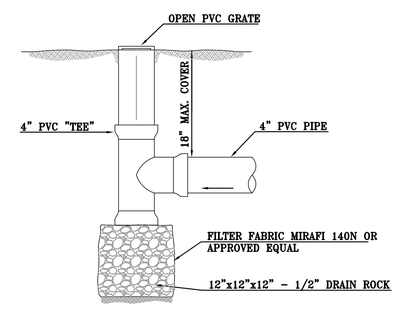
(BASED ON CONTRA COSTA COUNTY IMP SIZING / 4 PERCENT METHOD)

DMA#	TRIBUTARY SURFACE (IMPERVIOUS AREAS)	TRIB. AREA (Sq.Ft.)	BIO-RETENTION #	TREATMENT AREA REQUIRED (Sq.Ft.)	TREATMENT AREA PROVIDED (Sq.Ft.)
1	PAVEMENT (BASEMENT RAMP)	1,274	BR#1	51	52
2	ROOF OVERHANG	709	BR#2	28	29
3	PAVEMENT	1,001	BR#3	40	47
4A & 4B	(A) PAVEMENT & (B) ROOF	6,586	BR#4	263	264
5	CONVENTIONAL ROOF	9,774	BR#5	391	393
6	CONCRETE PATIO ABOVE BASEMENT	1,656	BR#6	66	67
	TOTAL IMPERVIOUS AREA	21,000			
	SELF TREATING AREA	8,640			
	TREATMENT AREA	852			
	TOTAL AREA	30,492			

LEGEND

DMA BOUNDARY

SELF TREATING AREA



BUBBLE UP

NTS

20 10 0 20 40 60

SCALE IN FEET

DATE: JULY 09, 2020				
SCALE: AS NOTED				
DRAWN: DSK				
DESIGNED: DSK				
ENGINEER: DSK				
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

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APN: 211-100-057-2
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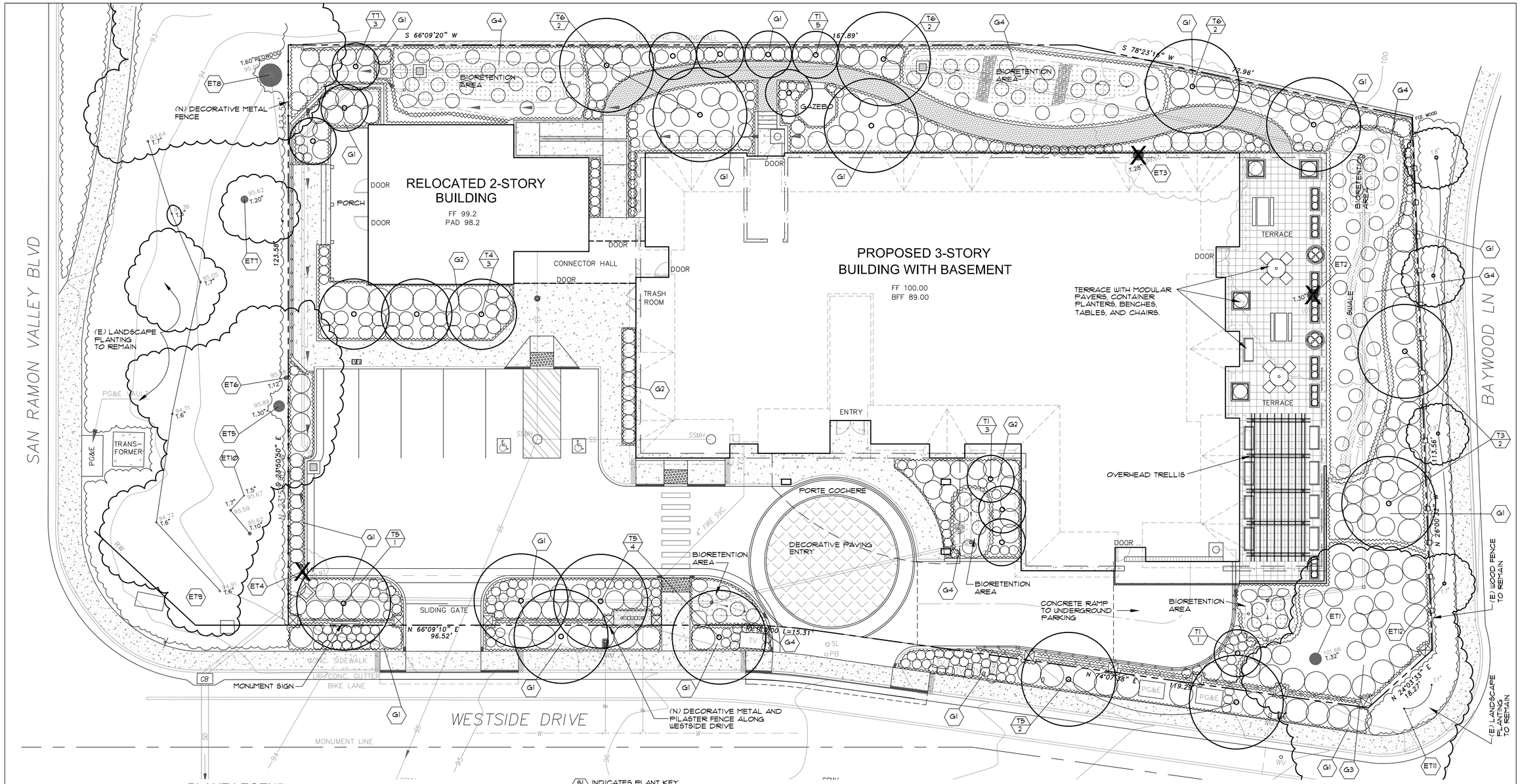
DEVELOPMENT REVIEW
EL NIDO SENIOR ASSISTED LIVING
PRELIMINARY STORM WATER CONTROL PLAN

CITY OF SAN RAMON CONTRA COSTA COUNTY CALIFORNIA

SHEET NO. C-4
4 OF 4 SHEETS
JOB NO. 2018-365

PRINTED: JULY 09, 2020



PLANT LEGEND

(S1) INDICATES PLANT KEY
(3) INDICATES PLANT QUANTITY

KEY	BOTANICAL/COMMON NAME		SIZE	QTY.	REMARKS
	TREES				
T1	ACER PALMATUM 'SANGO KAKU'	JAPANESE MAPLE	24" BOX	9	SINGLE TRUNK
T2	DELETED		-	-	
T3	QUERCUS AGRIFOLIA	COAST LIVE OAK	15 G.C.	2	SINGLE TRUNK
T4	ARBUTUS 'MARINA'	N.C.N.	24" BOX	3	STANDARD FORM
T5	PLATANUS ACERIFOLIA 'COLUMBIA'	LONDON PLANE TREE	24" BOX	7	
T6	PISTACHIA CHINENSIS	CHINESE PISTACHE	15 G.C.	6	
T7	CORNUS X RUTGERSENSIS 'STELLAR PINK'	STELLAR DOGWOOD	15 G.C.	3	SINGLE TRUNK
	SHRUBS, GRASSES AND PERENNIALS				
S1	HEMEROCALLIS VAR'S.	DAYLILY	1 G.C.	-	MIXED EV'RGRN VAR'S.
S2	PHORMIUM T. 'APRICOT QUEEN'	NEW ZEALAND FLAX	5 G.C.	-	
S3	XYLOSMA CONGESTUM	N.C.N.	5 G.C.	-	
S4	VIBURNUM TINUS 'SPRING BOUQUET'	LAURUSTINUS	5 G.C.	-	
S5	RAPHIOLEPIS I. 'DANCER'	INDIA HAWTHORN	5 G.C.	-	
S6	CAMELLIA H. 'SHISHI-GASHIRA'	CAMELLIA	5 G.C.	-	
S7	MUHLENBERGIA CAPILLARIS	PINK MUHLY	5 G.C.	-	
S8	CAMELLIA H. 'SHISHI-GASHIRA'	CAMELLIA	5 G.C.	-	
S9	PRUNUS L. 'ZABELIANA'	ZABEL LAUREL	5 G.C.	-	
S10	KNIPHOFIA X 'BEE'S SUNSET'	TORCH LILY	1 G.C.	-	
	GROUNDCOVERS				
G1	HEDERA HELIX 'HAHN'S'	HAHN'S IVY	FLATS	AS REQ.	SPACE TRI. @ 12" O.C.
G2	FRAGERIA CHILOENSIS	WILD STRAWBERRY	FLATS	AS REQ.	SPACE TRI. @ 12" O.C.
G3	BARK MULCH - MEDIUM GRIND 'WALK-ON'	BARK	-	AS REQ.	2" DEPTH
G4	DELTA BLUGRASS 'BIO-FILTRATION SOD'		SOD	AS REQ.	

EXISTING TREES

(ET1) INDICATES EXISTING TREE KEY

KEY	BOTANICAL/COMMON NAME		CALIPER	QTY.	CONDITION	DISPOSITION
	EXISTING TREES					
ET1	QUERCUS LOBATA	VALLEY OAK	32"	1	FAIR TO GOOD	TO REMAIN
ET2	QUERCUS AGRIFOLIA	COAST LIVE OAK	30"	1	FAIR TO GOOD	TO BE REMOVED
ET3	QUERCUS AGRIFOLIA	COAST LIVE OAK	28"	1	POOR	TO BE REMOVED
ET4	GLEDITSIA TRIACANTHOS	HONEY LOCUST	MULTI-7", 4", 2"	1	POOR	TO BE REMOVED
ET5	UMBELLULARIA CALIFORNICA	CALIFORNIA BAY	MULTI-16", 14"	1	FAIR TO GOOD	ON ADJACENT PARCEL
ET6	CALOCEDRUS DECURRENS	INCENSE CEDAR	MULTI-8",7",4",3"	1	FAIR TO POOR	ON ADJACENT PARCEL
ET7	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	20"	1	FAIR	ON ADJACENT PARCEL
ET8	SEQUOIA SEMPERVIRENS	COAST REDWOOD	60"	1	GOOD	ON ADJACENT PARCEL
ET9	LAGERSTROEMIA VAR.	CRAPE MYRTLE	2@7" AND 4@6"	6	FAIR	ON ADJACENT PARCEL
ET10	PRUNUS CERASIFERA VAR.	PURPLE-LEAF PLUM	10", 7" AND 5"	3	FAIR	ON ADJACENT PARCEL
ET11	LAGERSTROEMIA VAR.	CRAPE MYRTLE	2" AND 1"	2	GOOD	TO REMAIN
ET12	QUERCUS AGRIFOLIA	COAST LIVE OAK	9",8",7" AND 5"	4	GOOD	TO REMAIN

NOTES

1. A WATER CONSERVING AUTOMATIC IRRIGATION SYSTEM CONFORMING TO ALL STATE AND LOCAL WATER EFFICIENCY STANDARDS WILL BE PROVIDED IN ALL LANDSCAPE AREAS.
2. A 2" LAYER OF BARK MULCH WILL BE PLACED IN ALL SHRUB AND GROUND COVER PLANTING AREAS.

N

SCALE: 1"=20'-0"

NO	DATE	REVISIONS
	07-09	MISC.

EI NIDO SENIOR ASSISTED LIVING

19251 SAN RAMON VALLEY BLVD.
SAN RAMON, CALIFORNIA

WILSON & ASSOCIATES
LANDSCAPE ARCHITECTURE
815 SAN DIEGO ROAD • BERKELEY, CA 94707
PH: 510-644-9602 • E: cwilson815@gmail.com

PRELIMINARY LANDSCAPE PLAN

BY: CW
JOB:
DATE: 04-21-2020

PL-1

SHT. ___ OF ___
REVISIONS

El Nido Feasibility Study (1995)

EL NIDO

and the

OLD HARLAN RANCH BUILDINGS

SAN RAMON, CALIFORNIA

FEASIBILITY STUDY

prepared for:

THE CITY OF SAN RAMON

prepared by:

ARCHITECTURAL RESOURCES GROUP

JULY 1995

INTRODUCTION

In October 1994, the Geldermann Trust offered one-half interest in Parcel G of the Heritage at El Nido Ranch subdivision to the City of San Ramon in lieu of park dedication fees or improvements required for the subdivision development. Parcel G, as delineated on the Vesting Tentative Map and Preliminary Grading Plan dated December 20, 1994, and later revised, contains the historic house known as El Nido. El Nido, the main house on the old Harlan Ranch, is identified in the City's General Plan and the West Side Plan as an historically significant building that should be acquired by the City and preserved. Prompted by the Geldermann Trust offer, the City contracted with Architectural Resources Group of San Francisco to prepare a feasibility study concerning the two-story house called El Nido and other Harlan Ranch structures. These structures include an outbuilding on Parcel G and a house located adjacent to Parcel G. The latter building is commonly known as the bunk house or the pool house and is hereafter referred to as the small house. Before the feasibility study was completed, the Trust's offer was withdrawn.

Following the City's requested scope of work, the feasibility study examines the significance of El Nido and related buildings. Further, it evaluates potential uses for the buildings and the site and analyzes the appropriateness of the identified uses. A preliminary estimate of construction costs, conceptual sketch plans and historic photographs conclude the narrative.

In the following study, the name El Nido refers only to the two-story house on the property and not the Harlan-Geldermann land on which the house sits.

I. STATEMENT OF SIGNIFICANCE

HISTORIC AND ARCHITECTURAL SIGNIFICANCE

Topography, climate and historical conditions shaped the patterns of settlement in Contra Costa County during the second and third quarters of the 19th century. The rich alluvial soils that covered the valley floors, the white and live oak, sycamore and chemisal that grew on the hillsides, the mild climate and the wind-sheltered valley floors created conditions ideal for settlement.

The San Ramon, Acalanes, Laguna Palos Colorados and San Miguel Ranches were established by Califorinios in the San Ramon, Tassajara, Green, Moraga and Lafayette Valleys of Contra Costa County during the period 1826-1828. The first Anglo to settle in Township Two of Contra Costa County was a Scot, William Welch, who applied for a land grant near present-day Walnut Creek c. 1832. During the second quarter of the 19th century, county histories indicate that there was a scattering of adobes, shanties and cabins in this area of Contra Costa County. No mention is made of outbuildings associated with these temporary dwellings, but barns and other outbuildings probably existed during this period.

County histories indicate the first houses in the township were built by Elam Brown, c. 1847, and Nathaniel Jones, probably during the late 1840s, suggesting that these buildings were probably more permanent in character than Welch's house. Leo Norris and William Lynch moved to the San Ramon Valley in the Fall of 1850. Norris constructed the first frame house in the Valley from redwood shipped from San Antonio (possibly the Mission San Antonio de Padua), completing it before winter.

Toward the middle of the 19th century, lumber houses and specialized outbuildings serving the needs of farming, livestock and dairy enterprises were built. Wherever possible, farms and ranches were sited so that the hills sheltered the buildings from winds and storms. The relative locations of the components of the complexes, such as meadows, fields, vegetable gardens, orchards, timber land, water supply and drainage

features, were carefully planned. Prevailing winds, sunlight and odors were also significant in development of the site plan.

During the middle and latter part of the 19th century, a ranch was an extensive industrial enterprise operated by one family, with the help of hired hands. The family and hired hands were responsible for the planning and management of hundreds of acres of land and the design and construction of a variety of specialized buildings. Although little is known about the operation of the Harlan ranch during this period, it is thought to have been an extensive enterprise.

Joel Harlan was born in Wayne County, Indiana, in 1828. In 1831, he moved with his parents and extended family to southwestern Michigan. Harlan's father had probably read Lansford W. Hasting's book, *Emigrants' Guide to Oregon and California*, which, typical of guide books of this period, spurred settlement of the west. The Harlan family began the trek to California c. 1845-1846, traveling part of the way with the ill-fated Donner Party.

Joel Harlan resided in Napa, San Francisco, Coloma (during the Gold Rush) and Mission San Jose where he conducted a variety of businesses as sole proprietorships or with his cousin, Jacob. One of these businesses, a shingle splitting and fence post cutting operation, suggests that Joel Harlan may have possessed sufficient carpentry skills to have at least participated in the construction of the buildings on his San Ramon ranch.

In 1849, he married Minerva Fowler, a native of Bellevue, Illinois, and member of the Harlan-Young party on their trek to California. In 1852, Joel and Minerva Harlan moved to the Amador Valley where he built a house on the Alameda and Contra Costa County line.

Historical accounts are in dispute about a great many aspects concerning Harlan's life, including Harlan's acquisition of the property and the construction of the first house. According to W.A. Slocum's *History of Contra Costa County* and other sources, Joel

Harlan purchased 1000 acres from Leo Norris in 1852 and an additional 2000 acres from Norris in 1856. Local historian, Leonora Galindo Fink, suggests that he purchased 1000 acres from Norris and 300 acres from the Bartolome Pacheco League, originally part of the first Rancho San Ramon.

The earliest lumber houses were typically, gable-roofed one or two room houses, frequently with sleeping lofts and porches that served as halls, entranceways, work rooms and storage spaces. Typically, the doors were paneled and the windows were six-over-six light sash, sometimes with blinds. Although engulfed by additions, the small house, known as the bunk house or the pool house, is possibly a rare example of this type of early dwelling. This house is believed to have been built c. 1852-1853 by Joel Harlan, perhaps with the assistance of a skilled carpenter. Typical of secondary historical references, no information is provided in any of the sources consulted concerning the dwelling the family occupied from their arrival on the ranch to the completion of El Nido. This building is thought to have been occupied by the Harlan family from c. 1852-1853 until El Nido was completed, c. 1856-1858.

The History of Contra Costa County suggests that Harlan built the two-story house known as El Nido in 1858, although other sources suggest that it was built in 1856. The two-story house was named El Nido, the nest, in reference to the large number of children raised by the Harlans. Joel Harlan resided there until his death in 1875. Described and illustrated in the 1879 edition of the *Illustrated History of Contra Costa County*, El Nido was surrounded by ornamental and fruit trees and the yard had numerous walks, bordered by flowers and shrubs. Two photographs belonging to Joel Geldermann, a great-great-grandson of Joel Harlan, appear to be later than the 1879 view, illustrating the house after fences were added or moved.

Minerva Harlan and her children lived in El Nido until her death in 1915. The house was later occupied by their son, Elisha, and was vacant during the Depression. Elisha's sister, Carmen Geldermann inherited the house upon the death of her brother.

The two-story house, known as El Nido, represents another common type of house built during the third quarter of the 19th century. Nominally Gothic revival in style, the building is best understood in terms of the dichotomy of traditional plan expression and popular stylistic expression. The main body of the house is a single, clearly-defined, rectangular volume clad with beveled siding and painted white. The six-over-six light windows, a mixture of original and new windows, are symmetrically arranged and evenly spaced. The windows are graduated in size, decreasing in height from the first to the second floor to emphasize the more formal nature of the first floor. Although altered, the shallow, two-story front porch emphasizes the bulk and shape of the main body of the house. These features are common to both Classical revival and Gothic revival dwellings of the third quarter of the 19th century, underscoring the fact that vernacular building types survived for long periods of time even though ornamental details changed with prevailing architectural styles. The original two front doors were replaced by a single, double leaf door. The original lack of a major entrance is reminiscent of early folk building on eastern seaboard.

The original detailing of two of the porch posts and the balustrade was a Classical design called clathri. Originally, this Classical revival detailing was contrasted with Gothic revival ornamentation, such as the ornamental verge boards of the central gable and the steep roof pitch. The original balustrade was replaced before 1915 with a Chippendale-influenced railing and the clathri designs of the end porch posts were removed or covered with boards. Although houses such as this were influenced by both the Classical and the Gothic revival, they are typically classified as Gothic revival. This classification refers more to roof type than ornamentation.

The original roof form was a steeply pitched gable with a single dormer. Before c. 1915, the end dormers were added. The original wood shingles have been replaced in kind and the corbelling on the chimney--brick courses that step outward--has been removed.

El Nido would have been considered large by the standards of the period, containing a parlor, living room, dining room and several bedrooms. The parlor may have also

served as a bedroom. The relatively low floor to ceiling height, the lack of a stair hall and the fact that the staircase rises from the rear of the house rather than from the front are not uncommon in vernacular California houses of the late 1850s and 1860s. The hallway-less plan underscores its vernacular characteristics. The dining room and a portion of the existing living room, probably originally used for the same purpose, were heated by fireplaces. The second half of the existing living room, originally the parlor, was probably heated by a stove. In addition, the second floor bed rooms were probably heated by stoves.

Little is known about the early rear wing currently used as a den. A former employee of Carmen Geldermann recalled that the existing wing was built to replace a succession of earlier kitchen wings, each destroyed by fire. Because the main body of the house lacks a kitchen, the first kitchen wing either predated the main body of the house and was for a short period of time a detached dwelling or was built at the same time as the main body of the house. The 1879 historical atlas of Contra Costa County shows a gable-roofed wing with a shed, which physical evidence suggests is not the extant wing. The existing wing probably dates after 1879 and may have had a porch on the north.

El Nido appears to be built of stud wall construction and is probably balloon frame in type. Elements of other systems may have been integrated into the primary structural system, such as hewn sills or plank wall construction for the interior partition walls. Both the small house and the outbuilding are single wall or box construction, a type of structural system in which one to two inch boards form the walls and structure.

The outbuilding, like most small ranch and farm structures, is not mentioned in secondary sources and is therefore difficult to date. It appears to date to the 1890s or early portion of the 20th century, although the forms of simple buildings like this were perpetuated for long periods of time, making dating extremely difficult. After removal of the existing plywood interior wall finishes, physical examination of the interior may reveal information that may narrow down its date of construction. It should be possible to date the structure from an analysis of fasteners, hardware and paint layers.

In summary, all three buildings discussed above are historically and architecturally significant. The two dwellings are significant for the associations with the early period of the Harlan Ranch and the Harlan family. Both dwellings are associated with the historical theme of ranch development in Contra Costa County during the mid-19th century. Both buildings are associated with Joel and Minerva Harlan, significant early Contra Costa County pioneers. Finally, both buildings are good and somewhat rare examples of mid-19th century dwellings. The small dwelling appears to be particularly unusual as an example of one of the earliest types of permanent lumber dwellings built by settlers.

The outbuilding is a type of building--a small obsolete structure--that rarely survives today and therefore possesses considerable historical interest.

In this study, the period of significance for the property is defined as c. 1852-1915, beginning with the date the small house was believed to have been built and concluding with Minerva Harlan's death. However, if the property is acquired by the City for use as a park and historical museum, further research should be conducted concerning a variety of questions not resolved by this small study, including the period of significance, the occupation of the house after Minerva Harlan's death and the ranch operation throughout its history. Resolution of these and other questions will help to definitively date the period of significance of the property.

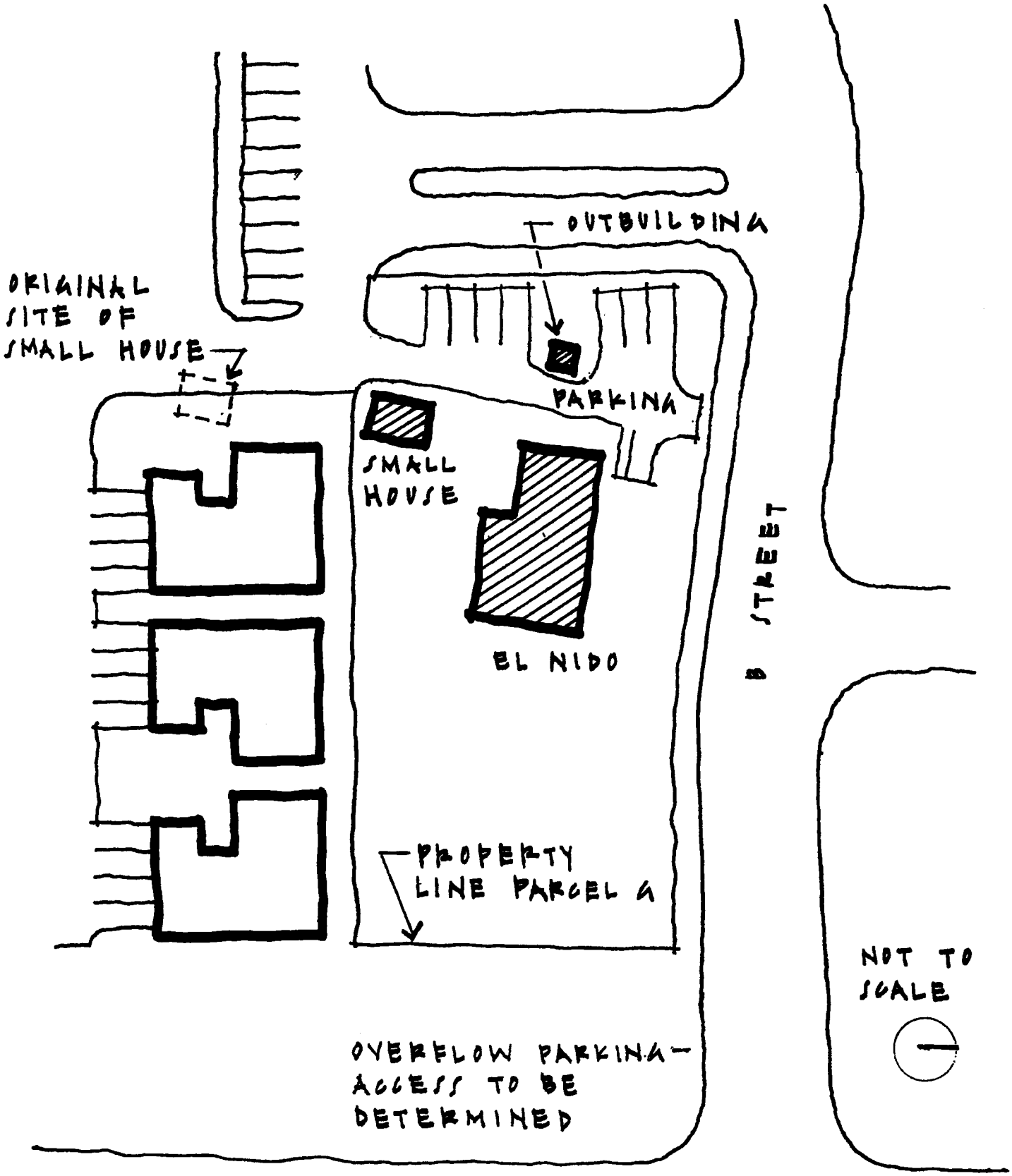
At present, little is known about the appearance of the rear of the house and the interior during before c. 1961 and therefore any attempt to rehabilitate the house on the basis of existing information will necessitate conjecture. By selecting 1915--the date of Minerva Harlan's death--as the conclusion of the period of significance of the property, a logical historical period is established that would permit preservation of most of the historic alterations made by Joel and Minerva Harlan, including the two end dormers and the porch alterations and would recreate the original two front doors.

The compromise of moving the small house from its original site would be outweighed by the educational benefits that could be derived from interpreting a rare pattern of settlement: the succession of dwellings occupied by an early settler. The house could be oriented with the ridge aligned north-south, as it was historically, and sited near the south property line. The relocation of the outbuilding, necessitated by grading operations for the subdivision, is unfortunate; however, the outbuilding could be relocated on its original site therefore mitigating the effects of the move.

RECOMMENDATIONS REGARDING HISTORICAL DESIGNATION

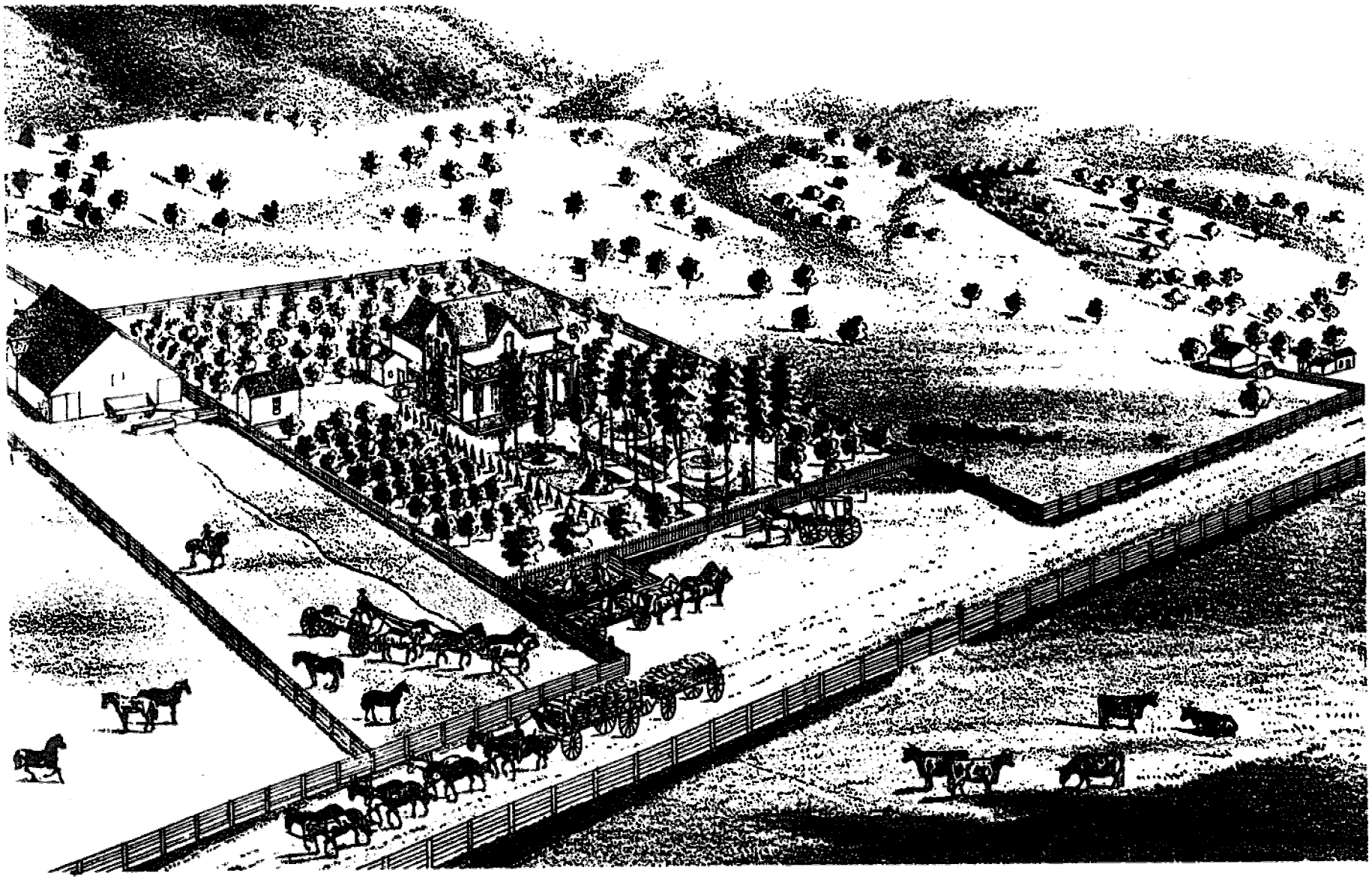
We believe that El Nido is eligible for inclusion in the National Register of Historic Places and relevant state and local historical registers. Listing in the National Register or recognition by a municipal or state government permits use of the State Historical Building Code, which will be critical in preserving the historic character of the buildings. For a discussion of these code implications, see the preliminary code analysis which follows.

Listing in the National Register of Historic Places makes properties eligible for state administered grants-in-aid, when funds are available.



SAN RAMON VALLEY BOULEVARD

CONCEPTUAL SITE PLAN



The Harlan Ranch, 1879. Note the small dwelling at the left.

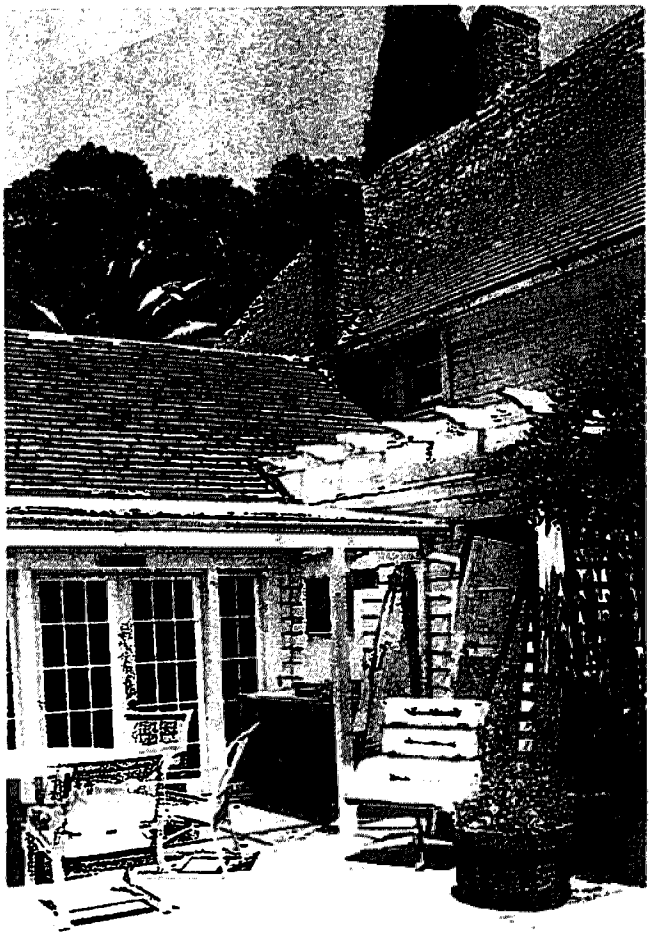
El Nido, date unknown.

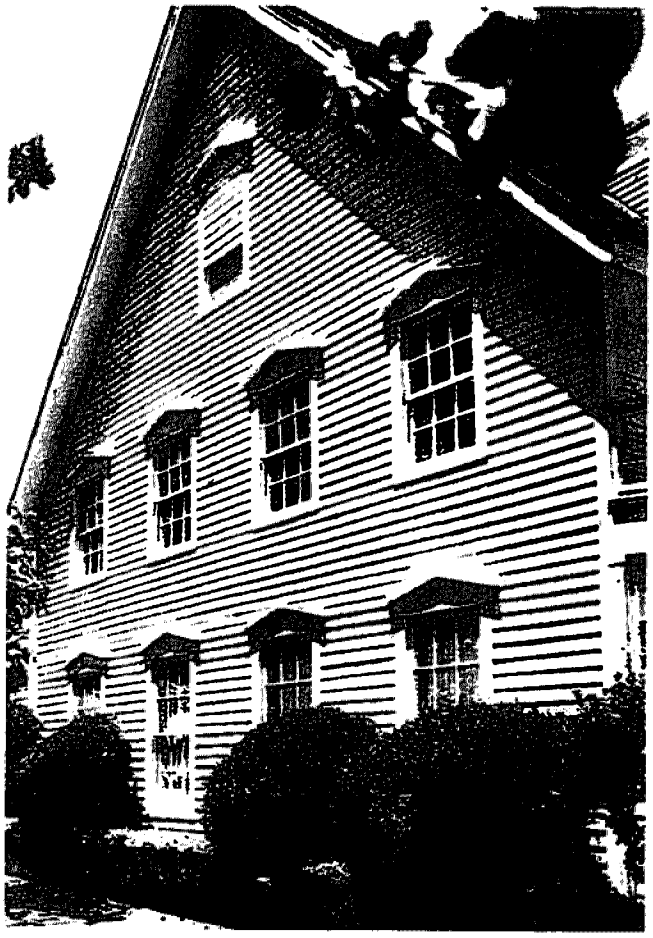
This undated photograph shows the family gathered on what is though to be an early rear porch on El Nido or possibly on one of the outbuildings. It may be an illustration of the porch on the small dwelling, although a porch is not shown in the 1879 illustration.

El Nido, c. 1900-1915.

El Nido

El Nido





Feasibility Study

El Nido

El Nido Feasibility Study Update
Follow-up Letter (2010)

Jill Johnson

Historic Preservation Services

2234 Russell Street
Berkeley, CA 94705
October 20, 2010

Ms. Karen McNamara, Director
Parks and Community Services
City of San Ramon
San Ramon Community Center
12501 Alcosta Boulevard
San Ramon, CA 94583

Dear Karen:

This letter report concerns the Harlan House of c. 1856-58, also called El Nido, located at 19251 San Ramon Valley Boulevard, San Ramon. This letter discusses the eligibility of El Nido for the National Register of Historic Places, summarizes two previous studies—*The El Nido and the Old Harlan Ranch Buildings Feasibility Study* of 1995 and *The Historic Structures Study Concerning the Glass, Boone and Harlan Properties, San Ramon, California*, of 1997—and updates their findings.

To-date, I met with you at the site on September 27, 2010, to assess the current condition of the property and take photographs. In addition, I have reviewed the two studies outlined above, the *Forest Home Farms Master Plan* of 1999 and the Forest Home Farms National Register registration form of 2002. As the primary author of all three of these reports and a contributor of several sections to the National Register nomination, I believe I am in unique position to revisit the findings of these reports.

***The El Nido and the Old Harlan Ranch Buildings Feasibility Study* (1995)**
In October 1994, the Geldermann Trust offered one-half interest in Parcel G of the Heritage at El Nido Ranch subdivision to the City of San Ramon in lieu of park dedication fees or improvements that would have otherwise been required for the subdivision development. Parcel G contained El Nido and one historic outbuilding. A second outbuilding—a small, early house, was located on an adjacent parcel. At that time, El Nido was identified in the City's General Plan and the West Side Plan as a historically significant building that should be acquired by the City and preserved. The *Feasibility Study* was undertaken in 1995 to examine conceptual rehabilitation plans and provide the author's professional opinion about the eligibility of the property for the National Register of Historic Places; however, before the study was completed the Trust withdrew the offer of one-half interest in the property.

El Nido was identified as a good example of an 1850s Gothic revival dwelling with a traditional vernacular plan. The report cites character-defining features of the house as: its single, clearly-defined, rectangular volume; beveled siding; six-over-six light windows

symmetrically arranged, evenly spaced and graduated in size from the first to the second floor to emphasize the more formal nature of the first floor; and the steeply pitched gable roof with one original and two added (before c. 1915) dormers. The interior—which had two front rooms that are now open to each other (probably a parlor and living room), dining room, kitchen, five bedrooms and one bathroom—survives with relatively few plan alterations for a building of its age. Many original features remain, such as two fireplaces, interior doors, door and window trim and the rear staircase with a period cap.

All three structures were found to be significant as a group of historically and architecturally related historic buildings and eligible for inclusion in the National Register of Historic Places and the California Register of Historical Resources. The two dwellings were deemed significant for associations with the Harlan family and historical theme of ranch development in Contra Costa County during the mid-19th century. The houses were found to be good, rare examples of 1850s permanent lumber dwellings from the post-Gold Rush era. Historically related to both houses, the outbuilding contributed to the building group.

As part of this study, a conceptual building program and sketch plans were developed. In brief, the recommended conceptual plan, developed in conjunction with the City's Department of Parks and Recreation, outlined use of the grounds as a park and use of El Nido for small events as well as the home of the Museum of the San Ramon Valley. Although the exact date of the rear kitchen wing was unknown, it was early or original construction and its retention was recommended. The front porch, which was original to the building, but altered in phases early and late during the history of the building, was cited as retaining historic integrity and recommended for preservation.

***The Historic Structures Study Concerning the Glass, Boone and Harlan Properties, San Ramon, California* (1997)**
The 1997 study was undertaken in response to plans to develop the Circle E subdivision on the Glass property. The study was begun as an exploration of both the retention of the Glass buildings on their original site and relocation of the Glass House, Harlan House and their related outbuildings to several new sites in the City. During the preparation of this study, Ruth Boone bequeathed Forest Home Farms to the City for use as a municipal park. Following the acquisition of Forest Home Farms, the City modified the scope of work for the study to add the Boone property as an additional alternative site for relocation of the Glass and Harlan Houses and their related outbuildings. In addition to Forest Home Farms, the alternative sites considered for relocation of the Glass and Harlan buildings were the PG&E transmission corridor near the Glass House (Glass buildings only) and one of the hillside sites in the Circle E Subdivision. Retention of the Glass House in its current location was also considered.

The National and California Register criteria were discussed as they relate to moving historic buildings in general and moving the San Ramon buildings to the four alternative locations in particular. Because moving historic resources typically causes an unacceptable loss of historic integrity,[1] moving historic resources is typically discouraged.

[1] Integrity is the ability of a property to convey its significance. To be listed in the National Register of Historic Places, a property must not only be shown to be significant under the National Register criteria and have integrity. The National Register criteria recognizes seven aspects or qualities that, in various

Buildings significant primarily under National Register Criterion C[2]—the embodiment of the distinctive characteristics of a type, period, or method of construction, or the representative work of a master, or the embodiment of high artistic values—must retain enough historic features to convey its stylistic importance and must typically retain integrity of design, materials, workmanship, feeling and association:

> A property important for illustrating a particular architectural style or construction technique must retain most of the physical features that constitute that style or technique. A property that has lost some historic materials or details can be eligible *if* it retains the majority of the features that illustrate its style in terms of the massing, spatial relationships, proportion, pattern of windows and doors, texture of materials, and ornamentation. (National Register Bulletin No. 15. *How to Apply the National Register Criteria for Evaluation.*)

These types of historic integrity (design, materials, workmanship, feeling and association) are not as closely tied to sites as the other types of integrity. For this reason, moving buildings that are architecturally significant is typically more justifiable under the Register than moving buildings that are historically significant. When buildings are moved to new sites, their historic orientations should be maintained and their new settings should be

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combinations, define integrity. To retain historic integrity a property will always possess several, and usually most, of the aspects.

Seven aspects of integrity:

- Location is the place where the historic property was constructed or the place where the historic event occurred.
- Design is the combination of elements that create the form, plan, space, structure, and style of a property.
- Setting is the physical environment of a historic property.
- Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
- Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
- Feeling is a property's expression of the aesthetic or historic sense of a particular period of time.
- Association is the direct link between an important historic event or person and a historic property.

[2] National Register Criteria for Evaluation: The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:
A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
B. That are associated with the lives of significant persons in or past; or
C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
D. That have yielded or may be likely to yield, information important in history or prehistory.

similar to their historic settings. In addition, their design values must be maintained in order to be eligible for the National Register.

The report discusses the integrity of the farm complex at Forest Home Farms. It identified two discrete areas where relocated buildings could possibly be situated without destroying the historic integrity of the complex—the south pasture and the north pasture. The south pasture—the more preferable location of the two—became the new home of the Glass House and its water tank house. The north pasture was deemed to be the least desirable location of the two because any buildings located in the north pasture would be so closely located to the horse barn that this house and barn could be misinterpreted as a separate farm complex (although one that was uncharacteristically close to the Boone House). And, as suggested by their proximity, these new associations would cause an important building to be disassociated from the Forest Home Farms complex.

Current Development
The Geldermann Trust is currently proposing to develop the El Nido house site. The early rear wing, at the center of agglutinate side and rear projections from the main body of the house; the historic front porch and historic landscaping were removed by the beneficiary of the trust during the late 1990s or thereabouts. In addition, the outbuildings are no longer extant. This work was undertaken without City consultation.

Retention of El Nido on its historic site is preferred to its relocation to a new site. If retention of El Nido on its current site is infeasible and the house was moved to a new site, this site should be similar in character to the historic site. Important characteristics of the house's siting, such as its orientation to cardinal points, proximity to the road, and general environment, should be similar to the site qualities it possessed before the late 1990s. If moved to an appropriate site, it may be eligible for listing in the National and/or California Register.

Federal Regulations Title 36: Parks, Forests, and Public Property § 60.14 Changes and revisions to properties listed in the National Register governs moving existing National Register properties. It states:

> (b) *Relocating properties listed in the National Register.* (1) Properties listed in the National Register should be moved only when there is no feasible alternative for preservation. When a property is moved, every effort should be made to reestablish its historic orientation, immediate setting, and general environment. (*§ 60.14.*)

To determine if El Nido (not listed in the National Register) could be moved to Forest Home Farms' National Register district without jeopardizing the district listing, a similar process to the process described in the *Federal Regulations* could be followed and documentation—probably a district amendment—could be submitted to the California Office of Historic Preservation (OHP) before the move. The documentation would be reviewed by the OHP staff, the State Historic Resources Commission and the Keeper of the National Register before a determination is made.

The front porch of the house—modified before 1915 when a new guardrail was added and later when a concrete porch floor was added—retained historic integrity when the site visit for the 1995 report was conducted.

The El Nido and the Old Harlan Ranch Buildings Feasibility Study indicated the importance of the kitchen wing to the house but, because of the extent of material losses to the rear wing, allowed latitude for necessary changes:

> Although the kitchen wing is historic and its form remains a distinguishable entity in the mass of additions at the rear of the house, most of the three exterior walls and the interior have been completely altered. We recommend retention of the wing because its form is important to understanding the history and use of the main block of the house. Evidence of wall openings and historic interior and exterior finishes should help define the design work; however some latitude may be exercised in designing the new kitchen and toilet room. (*Feasibility Study*, *page 12*.)

The *Feasibility Study* concluded the front porch and the early or original rear wing should be retained. Further, it considered El Nido eligible for the National Register of Historic Places. The loss of both the rear wing and front porch are unfortunate, but if El Nido is located on a compatible new site, as outlined above, it is my opinion the building will still possesses sufficient integrity of design, materials, workmanship, feeling and association to merit listing in the National Register of Historic Places.

If the house is preserved, reconstruction of the front porch to match its appearance c. 1915-1995 and construction of a rear wing, similar in form, size, massing and location to the original gable-roofed rear wing that was demolished, is recommended.

In summation, in my professional opinion, El Nido remains eligible for the National Register and California Register on its current site and is potentially eligible if moved to a compatible new site.

Sincerely yours,

Jill Johnson

Historic Report (January 2021)

BRUNZELL
HISTORICAL

January 8, 2021

Sohail Siddiqi
El Nido Foundation, LLC
18 Winding Creek Way
San Ramon, CA 94583

Subject: Review of the Proposed El Nido Senior Assisted Living Project for Compatibility with Historic Preservation Standards. The Project is located at 19251 San Ramon Valley Blvd, San Ramon, Contra Costa County, California.

Dear Sohail,

Property Description
The property at 19251 San Ramon Valley Blvd, San Ramon is APN 211-100-057, a roughly 0.7-acre parcel southwest of the intersection San Ramon Valley Boulevard and Westside Drive. Much of the property is bare dirt, with a paved area at the west. There are mature oak and other species of trees near the east and west property boundaries and a residence near its center. The side-gabled two-story Gothic Revival house is rectangular in plan with its main façade on the east. Its primary decorative features are three steeply pitched wall dormers on the main façade; the large center dormer features highly ornamental trim. The steeply pitched roof is topped with wood shingles (some of which have fallen away), and a brick chimney projects from its ridge line near the north end. Ornamental trim at the eaves on the north elevation matches the center dormer on the main façade; the south and west elevations lacks trim at the eaves. The building is clad in wood shiplap and fenestration consists of six-over-six double hung windows with pedimented casings. Large louvered vents at the gable ends feature the same pedimented casings as the windows. First-story windows are set in tall rectangular openings, with shorter nearly square openings upstairs. The center entrance on the main façade is fitted with double French doors and is boarded up, there is also a French door on the centered second floor entrance that originally led to the verandah. The original porch and verandah have been removed as have the steps leading to the porch. There is an aluminum-frame sliding glass door on the north elevation. The rear (west) elevation has two doorways, their doors have been removed or fallen away. The rear has areas of patched siding, and some boards are loose and falling away. It has only one small window, a one-over-one wood sash that does not conform to the main fenestration pattern of the house and lacks decorative casing. The house is slightly raised on brick piers; the low crawlspace area is open to the elements. Many windowpanes are broken, and several windows are boarded up. The building has been braced temporarily with exterior straps and is in overall dilapidated condition. There is evidence of ongoing vandalism, including large discarded electronics in the immediate vicinity of the house as well as large rocks in the interior adjacent to broken windows.

Figure 1: El Nido, main (east) façade 14 October 2020.

Figure 2: El Nido, north and east façades 14 October 2020.

Figure 3: El Nido, south and west façades 14 October 2020.

History

The two-story house at 19251 San Ramon Valley Blvd was originally constructed for the Joel and Minerva Harlan family about 1858. Joel Harlan was born in Wayne County, Indiana in 1828, and in 1846, traveled overland with his family to California. He married Illinois native Minerva Fowler in 1849, and they moved to several locations including the Sierra Nevada gold country before settling in the San Ramon area. In 1852 the Harlans moved to Amador Valley (today San Ramon). They acquired substantial acreage on which they established a ranch and made their home. The first house was constructed about 1852. It was located about 1.75 miles south of 19251 San Ramon Valley Blvd, near the intersection of that road and Alcosta Boulevard. When Alameda County was created in 1853, the "house of Joel Harlan" was a point defining the border between Alameda and Contra Costa counties.[1]

The original house may have been moved to the subject property about 1856 and incorporated into the two-story house that was completed about 1858 and currently stands on the parcel. This story about the house being moved does not appear in primary sources and is not mentioned in the Contra Costa County history published in 1882. In the 1930s, Mildred Brooke Hoover's *Historic Spots in California* mentioned that the original building was incorporated into the new house as "a wing of the two-story edifice." A story published in the Oakland Tribune in 1971 states simply that the original house was dismantled and moved to the current site after the county split. The 1994 feasibility study suggests that the original house may have been moved to the parcel and utilized as what was referred to in the late twentieth century as the "bunk house" or "pool house." The same source recounts personal narratives that assert the rear (west) wing was the original location of the kitchen and was replaced several times after it was repeatedly destroyed in a succession of fires. This story, when combined with the Hoover narrative, suggests that this rear wing may have been

[1] J. P. Munro-Fraser, *History of Contra Costa County, California*, W.A. Slocum & Company: 1882, 574-575; Mildred Brooke Hoover, *Historic Spots in California,* Stanford University Press: 1937, 84, 1966, 56.

constructed from the first house. All references agree, however, that the current house on the parcel was completed about 1858.

The large Harlan family, as well as various servants and farm laborers, lived together in the house, which they named "El Nido" (the nest). One of the first frame buildings in the region, Harlan family lore states that its lumber and furnishings were shipped around the Horn because materials and home goods were not available in early California. The side-gabled 2.5-story main volume originally had a full-width projecting porch accessed via a wide set of steps and a second-floor verandah. Two entrances (each of which led to a separate sitting room at the front of the house) were sheltered by the porch. A single steeply-pitched main facade wall dormer was adorned with ornate decorative trim. A lower-height rear wing projected from the center of the rear façade, creating a T-plan building. By the 1870s, there were also various outbuildings and at least one large barn. Orchards appear to have been planted at the sides and back of the house, with paths, garden beds, and ornamental trees in front.[2]

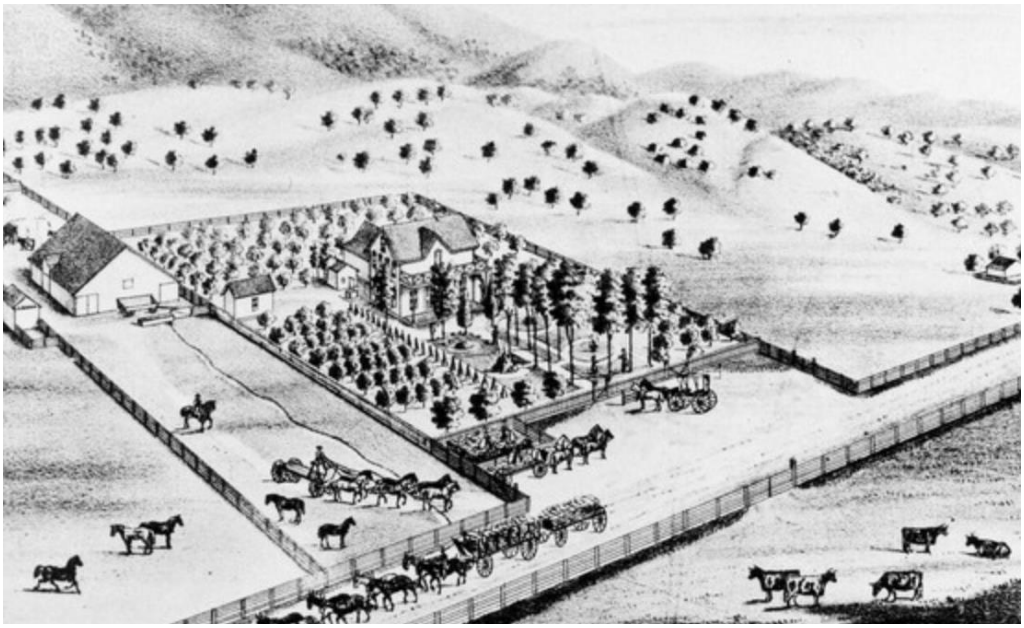

Figure 4: Minerva J. Harlan estate, c1879, *Smith & Elliott's Illustrated History of Contra Costa County.*

Nine children were born to Joel and Minerva between 1851 and 1872. Anne died in 1859, when she was only six years old, but the other eight children lived to adulthood. By 1870, the 1,000 acres the Harlans had acquired in the 1850s had grown to 2200 acres in Martinez Township. They grew wheat and barley and ran livestock including beef cattle, milk cows, sheep, and hogs. Among neighboring ranches, only the adjacent Norris property rivaled the Harlan Ranch in size and value. Joel Harlan died in 1875, while still in his 40s, and Minerva inherited the ranch.

[2] Ruth Gilkey, "Charm of Yesterday," *Oakland Tribune*, 28 March 1971.

Figure 5: El Nido, undated (nineteenth century).

The older Harlan children were in their teens and twenties when their father died, although little Addie was just three. Elisha, the oldest son, married in the 1870s, and moved into his own house on the Harlan ranch with his young family by 1880. Elisha and his family appear to have lived in a small house near the main house. At some point (apparently prior to about 1915 according to two studies conducted in the 1990s) two dormers were added to the main façade, flanking the large original dormer. Minerva continued to operate the ranch with her sons Elisha and Horace. She lived on in the main house with seven of the children (some of whom were adults with jobs) and a young grandchild as well as a female servant and a farm laborer. Fred and Mary remained living on the ranch with Minerva over the ensuing decades while the other siblings came and went. By the time of her death in 1915, Minerva appears to have been living in Oakland.[3]

Elisha and his wife appear to have continued to live on the Harlan Ranch after his mother's death, although 620 acres of the property was offered for rent in 1916. By this time, there were two large barns and a granary as well as sheds and other outbuildings. Several descendants of Joel and Minerva Harlan were prominent in Oakland and other cities in the region, and their social lives were reported on in the newspapers during the early twentieth century. These articles show that they often spent weekends and holidays at El Nido. Addie's daughter Carmen Stolp Geldermann was named administratrix of her grandmother's estate, and after Addie's death in 1933, 130 acres of the property were sold. Directories and census records do not reveal which house Elisha and his family lived in, but according to family lore, they moved at some point into the two-story main house. Beginning

[3] US Census, Contra Costa County, California, 1860, 1870, 1880; US Federal Census Non-Population Schedules, Martinez Township, 1860, 1870.

about 1923, the Harlan family repeatedly advertised 1756 acres along with both houses and the barns for sale. They apparently did not find a buyer during this era. Elisha died in 1938, and lived with his daughter Mable Davidson the last few years of his life; the property appears to have been vacant during this period. Carmen, along with her husband Alfred (a prominent realtor who operated his business from the house) and teenage son Harlan had restored and moved into the house about 1935. The estate, however, was still not settled, and a group of Harlan heirs sued Carmen in 1941.[4]

Figure 6: El Nido, c1940s (*The Museum of The San Ramon Valley*).

By 1939, aerial photographs show the rear volume of the house was L-shaped and extended north as well as west of the main house. The large barn was southwest of the house, the small house was to the south, and outbuildings and at least one additional dwelling were scattered around the property. Except for the small house and some ancillary buildings, most of these buildings were located either west or south of the boundaries of the current parcel. Aerial photographs of the era reveal a complex of perhaps ten residential and farm buildings, with Italian cypress and other mature trees and landscaping between the main house and the highway. Few alterations had been performed to the main façade of the house except addition of the dormers, the alteration of the verandah balustrade detail from diagonal to rectangular, and the addition of a pergola to the front porch. The house was described as follows in the first edition of *Historic Spots in California* (published 1937):

[4] *Oakland Tribune*, 29 July 1916, 11, 17 Jun 1923, 18, 17 Nov 1933, 13 18 April 1938, 05 Jun 1941, 12.

> El Nido stands back from the highway almost completely hidden in a leafy bower of many kinds of trees and shrubs which create a vivid contrast with the gleaming white of the house and fences. Through the ornamental gateway one peers down a stately row of Italian cypress trees to the white gable house at the end of the path. Descendants of the genial, bright, and kindly Joel Harlan still occupy and cherish the old house and its lovely garden.

Harlan Geldermann attended Stanford, graduating in the late 1940s after serving as a submarine lieutenant in World War II, and then followed his father into the real estate business. He moved back onto the family property with his young family. By 1961, Harlan and his wife Audrey were living adjacent to the main house. About this time, the Geldermanns "modernized" the house, although the nature of these renovations is unclear. This may have been when they joined the two front rooms, closing up the two original entrances and installing the double door at the center of the house, or they may have changed the entrance as late as the early 1970s. Decorative trim at the south gable was removed at some point between the 1940s and 1961. A photograph from that year shows a rear addition with what appears to be a lower-pitch roof than shown in the earliest image of this volume. A sliding glass door was added to the north elevation at an unknown date after about 1960. A 1974 Oakland Tribune photograph reveals that the main entrance had been altered by that time. During this period, the grounds around the house were lavishly landscaped, with lawns, rounded beds for flowers and shrubs, and mature trees that had been planted decades before. (The two massive Italian cypress trees were said by the Harlan family to have been planted in the 1860s and indeed appear to be present in nineteenth-century images.) Vines were trained onto a pergola attached to the front porch. An arbor at the pedestrian entrance to the front gardens displayed a sign with the name of the property and date of its original construction. Carmen died in 1966, and Alfred in 1969; Harlan continued living on the property with his wife and children, apparently moving into the main house about 1970. By this time, he was a real estate developer, working on the Round Hill Country Club in Alamo and developing portions of the old family ranch as the San Ramon area grew and became more residential. Harlan Geldermann died in 1979; it does not appear that members of the Harlan family lived in the house after his death.[5]

During the 1970s and 1980s, much of the neighborhood around the Harlan House was developed as residential subdivisions. In the 1990s, subdivisions were constructed on parcels near the house itself. As development altered the setting, the Geldermann descendants looked for a place to move the house in order to develop its parcel. At this time the rear wing as well as at least one outbuilding and a small house were still extant. A 1994 study recommended that moving the building would be preferable to demolition, but these plans fell through. The historic front porch as well as the rear addition were demolished in the late 1990s. By 2009, the small house and outbuildings had also been demolished. The Italian cypress trees and much of the landscaping in front of the house had also been removed. In 2020, the property is bare of grass and shrubs, planters and paths have been removed, and only a few mature trees remain (none of which are near the house).

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[5] *Oakland Tribune*, 20 July 1961, C-7, 15 Sep 1974, 17-C.

Figure 7: El Nido, c1980, (*Contra Costa County Historical Society*).

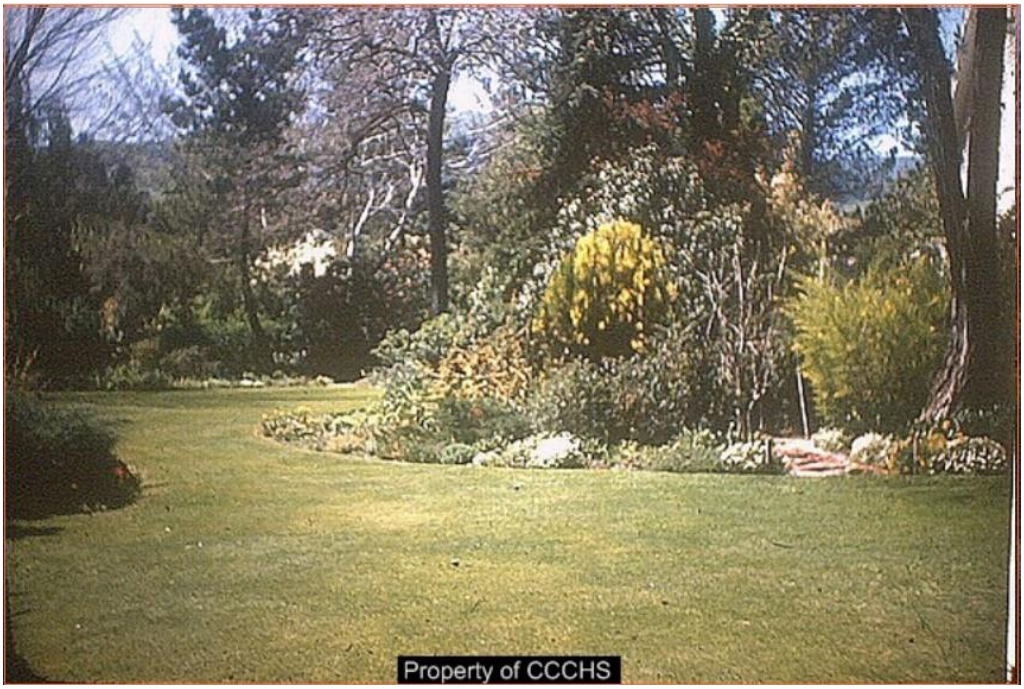


Figure 8: El Nido gardens, c1980, (*Contra Costa County Historical Society*).

Eligibility for Historic Listing

Although its historic importance was widely accepted by the 1960s, El Nido has never been formally evaluated for historic listing. In 1994, 1997, and 2010, studies were undertaken to assess the feasibility of moving the Harlan House to a different site in San Ramon. The studies discussed the property's history, architecture, and potential eligibility, but none undertook formal evaluation under

NRHP or CRHR criteria. The 1994 study concluded that the property appeared eligible for historic listing and suggested 1852 – 1915 as the period of significance, using Minerva Harlan's death as an endpoint. It stated that moving the house to a new site would be a negative impact that would be mitigated by its restoration and by its educational value, as well as by the choice of an appropriate and compatible new site. It also recommended retention of the front porch and rear addition (both extant when the report was prepared). By 2010, the porch and rear addition had been removed, and that report also recommended moving the building as well as restoration of the porch and rear wing.

The property's integrity has been negatively impacted over the intervening years by the loss of the landscaping, outbuildings, and construction of housing developments near the house as well as a new street just north of the building. Demolition of the rear wing and most importantly the front porch have also caused a partial loss of integrity. However, the property appears eligible to the NRHP and the CRHR under both criteria A/1 (historical significance) and C/3 (architectural significance). Wood frame houses constructed in 1850s are extremely rare in California; it is highly likely that this is the oldest example of its property type in Contra Costa County. Its history is also unusual in that it was used as a residence by the same family for about 120 years. And despite its poor condition and the alterations performed since the late 1990s, it is easily able to convey its original significance as an 1850s farmhouse. Therefore, it appears to possess the significance as well as the integrity required for historical listing. From the vantage point of 2020, a somewhat longer period of significance appears appropriate, and an end point of c1938 is recommended. This would encompass the entire period the first and second generation of Harlans occupied and actively farmed the property. The first major renovation took place in the 1940s, and substantial acreage began to be sold off and developed after 1940.

Proposed Project

Current property owner Sohail Siddiqi proposes to construct a three-story over basement senior care home on the western half of the property. New construction will be approximately 35,500 square feet, and the building will be roughly 35 feet tall. A small parking area at the northeast corner of the property will be paved and striped, but most parking will be located underground. Mature trees near the east and west parcel boundaries will be retained where feasible.

The existing historic house will be moved approximately 40 feet northeast of its current location. Its extant historic features will all be retained. These include wood cladding, multiple-light wood windows, decorative window casings, three prominent wall dormers, ornamental trim at the center dormer, chimney, and wood shingle roof. Documented character-defining features that have been lost will be restored according to their appearance in 1940s photographs. These features include the two-story front porch with attached pergola, original location of doors, and decorative trim at the side gables. Incompatible modern features such as sliding glass doors will be removed in order to restore the historic appearance. The house will be restored to its condition as documented in photographs taken in the early twentieth century. A kitchen wing will be constructed projecting from its west elevation, which will replicate the original rear wing in size, form, and massing. Research has not revealed its original materials, fenestration pattern, entrance location, or other details. The single-story volume will have a moderate-pitch gabled roof, rectangular window openings, and horizontal board cladding. It will be connected to the new construction via a covered hyphen. Windows, cladding, and other exterior materials of this addition will be chosen for compatibility with the original house. However, they will not replicate the main house details exactly in order to avoid creating a false sense of history. Its south wall and entrance will be fully placed in order to distinguish it from the historic house.

Conformance to Secretary of Interior's Standards

The Secretary of Interior's Standards for Rehabilitation state:

1. *A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.*

   The property's original use was as a rural-residential complex with ranching, farming, agricultural buildings, residential buildings, and decorative landscaping. The commercial agricultural use of the property was separated from its residential use by the late 1930s when Elisha Harlan and the last surviving other members of his generation died. The historic residential use by the Harlan family lasted through the late 1970s; but in 2020 it has been vacant for decades. Distinctive materials, features, and spaces of the building will be maintained by the project. Spatial relationship between the historic house and other historic-period buildings and character-defining landscape features do not exist because all the other elements of the property have been destroyed. Relocation of the house will alter its spatial relationship with the road, but its orientation will be preserved and therefore this change is minimal in the context of the property. Furthermore, San Ramon Valley Blvd was substantially widened in the late 1990s, encroaching into the eastern section of the property, including some of the landscaping, so the historic-era spatial relationship between the house and main road has already been altered. The property's redevelopment as a senior care home converts it from single-family to multi-family while maintaining its residential use. The historic house will be used as a facility for dining, family visits, and entertainment programs for residents, which are all compatible with its original use as a residence. Therefore, the project will require minimal change to distinctive materials, features, spaces and spatial relationships as required by Standard 1.

2. *The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.*

   The historic character of the property will be retained and preserved by retention of all significant features of the historic house. Distinctive materials used in the historic building including wood siding, wood-sash windows, brick chimney, and wood shingles will be preserved. Decorative features of the historic building including steeply-pitched wall dormers, ornamental trim, and decorative window casings will be preserved. As described above, the positioning of the house slightly closer to the road is not a significant change to the spatial relationships.

3. *Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.*

   The existing historic buildings will be preserved in their historic form. Conjectural features such as historicist architectural details will not be utilized in new construction in order to avoid creating a false sense of historical development. The rear (west) wing will replicate the general size and massing of the historic rear wing, but its details will be new in order to avoid creating conjectural features.

4. *Changes to a property that have acquired historic significance in their own right will be retained and preserved.*

   The c1915 wall dormers flanking the original centered dormer are changes that occurred within the historic period and are compatible with the original architectural design. They therefore have acquired historic significance in their own right and will be preserved. Later alterations, such as replacement of the two original front doors with a double door at the center of the building as well as removal of the front porch are not compatible with the original architecture and have not acquired historic significance. They will therefore be reversed.

5. *Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.*

   Distinctive materials, features, and finishes of the building will be preserved. As discussed above, these features include the historic building including wood siding, wood-sash windows, brick chimney, wood shingles, steeply-pitched wall dormers, ornamental trim, and decorative window casings.

6. *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

   Features of the building that are in good or fair condition, such as much of its siding and window sash, will be repaired in order to conform to Standard 6. Where replacement is required due to deterioration, features will be replaced in kind, and will match old features in design, color, texture, and materials. Distinctive features that have been lost, most notably the front porch and verandah, will be replicated to match all details shown in historic photos.

7. *Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*

   No chemical treatments will be utilized. If physical treatments are required, the gentlest means possible will be used.

8. *Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.*

   The property is not the location of any known archaeological site. If archaeological resources are disturbed, appropriate mitigation measures will be undertaken.

9. *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*

   The new care home will be at the rear of the property behind the historic Harlan house. Although it is three stories, the historic house is quite tall due to its steeply-pitched roof and it will not be overwhelmed by the size, scale, or proportion of the

new construction. The design of the care home will incorporate decorative gable features in order to make it visually compatible with the house. The new work of both the care home and rear addition to the house will be both differentiated from and compatible with the historic materials, features, size, scale and proportion, and massing.

10. *New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

    If the proposed care home and addition were removed in the future, the essential form and integrity of the historic property would be unimpaired.

Integrity of Location and Setting

There are seven aspects of historic integrity: location, setting, design, materials, workmanship, feeling, and association. As discussed above, the design, materials, workmanship, feeling, and association of the Harlan House will either not be impacted by the proposed project or will be improved by the restoration of original features. Typically, moving a historic house has a negative impact on its integrity; when moved to a completely new site, a historic building loses its integrity of location. If the setting is of the new site is markedly different from the original site, integrity of setting may also be negatively impacted. For these reasons, the previous feasibility studies stated that preserving the building in place would be preferable to moving it to a new site in the San Ramon area while recommending that the building would retain sufficient integrity for historical listing if moved and acknowledging that moving the building was far preferable to demolition. Although current conditions are not the same as when these studies were produced, moving the building is the best potential outcome in terms of preservation of a historical resource.

Historic houses were frequently moved within the historic era to respond to changing conditions and new uses. As discussed above, this house (or a portion of the house) may have been moved within a few years of its original construction. The proposed project will move the house within its current parcel rather than to a new site as proposed in the previous plans. Therefore, the change to its location is minimal and its integrity of location will not be lost. Since the first study was prepared in 1994, the building has lost its integrity of setting. Descriptions of the house from the 1930s through the 1970s focus on its lavish landscaping, mature trees, and fencing. Several ancillary buildings, including a secondary residence and agricultural buildings, were located in its immediate vicinity. San Ramon Valley Boulevard was a dusty and rather narrow rural road well into the twentieth century. All of these features have been lost or substantially altered over recent decades. The creation of Westside Drive in the late 1990s also substantially altered the immediate setting of the property. Although much of the original Harlan Ranch property had been sold off by the late 1970s, and there were dense subdivisions to the east and north, the house was surrounded by many acres of undeveloped land through the early 1990s. A creek to the north of the house ran along the alignment of what later became Westside Drive, and a row of mature trees was located adjacent to the waterway. The development of that area removed the trees, undergrounded the creek, and established the street and its residential buildings within what has been the grounds of the house. During the late 1990s, several large condominiums were also constructed immediately adjacent to the house to its south. For these reasons, the integrity of setting has already been lost, and the additional development of the care home to the west of the Harlan House will not substantially alter the strongly contemporary suburban character of the neighborhood.

Recommendations

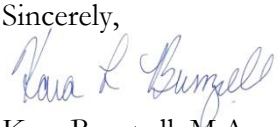
The proposed project will preserve an extremely important and rare example of a pioneer farmhouse. Its location near a public right-of-way will allow the historical resource to be viewed and interpreted by the public. Its use as a dining and program facility will allow residents of the care home as well as their friends and family to use and enjoy the historic building. Construction of the senior care home and relocation of the historic house within its current parcel will make the restoration of the house feasible with private funding. This project, if undertaken properly, will not result in any negative impacts to a historical resource. If no project is undertaken the building will not survive because of the decades of neglect it has already suffered.

The following measures should be taken to ensure that the project conforms to the Secretary of Interior's Standards for the Treatment of Historic Properties and does not result in any unintentional negative impacts to its integrity as a historical resource:

- historic photographs should be consulted in order to carefully match the reconstruction of the front porch to its historic-era appearance in all details and materials
- existing elements of the building that date from the historic era and are salvageable should be retained and repaired
- a historic architect who meets the Secretary of Interior's Standards professional qualifications should be consulted in planning the specifics of the relocation and restoration of the historic building
- after the project has been completed, the historic house should be nominated for NRHP and CRHR listing

Please contact me by phone at 707/290-2918 or email at kara.brunzell@yahoo.com with any questions or comments.

Sincerely,



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