SWEETWATER SPRINGS WATER DISTRICT

TO: Board of Directors **AGENDA NO. V-B**

FROM: Steve Mack, General Manager

Meeting Date: October 7, 2010

Subject: APPROVAL OF RESOLUTION 10-20 FOR DESIGN SERVICES AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR 2012 CIP

RECOMMENDED ACTION: Approve Resolution 10-20 which authorizes the General Manager to execute an agreement with Coastland Civil Engineering Inc. (Coastland) to provide design services and construction management and inspection services for the 2012 CIP.

FISCAL IMPACT: The estimated cost based on the amount of work and Coastland proposal is $170,532 with an allowance of $10,000 for extra or changed work to be approved by the express direction or permission of the General Manager.

DISCUSSION:

The District has an aggressive Capital Improvement Program (CIP) with a priority aim of reducing system water losses. The FY 2012 CIP includes main replacement on Western, Eastern and Northern Avenues and Orchard Lane in the Guerneville System, and in the Foothill Drive area in the Monte Rio System, including work in Beech Ave., El Rancho Way, Breen Ct., and Grahn Dr. (see Table 1). Completion of these projects will reduce system leakage, improve water service and fire protection, and pave roads affected by the construction.

The recent CIP projects – CIP IV-A, and CIP-B - have had design and construction management and inspection services provided by Brelje and Race Consulting Civil Engineers (B&R). CIP IV-A contract was awarded through a request for proposal process; CIP IV-B was not. B&R has done excellent work for the District in providing design and construction management and inspection services for the District.

In undertaking the 2012 CIP, staff have felt that a request for proposals (RFP) process was appropriate for the design services and construction management and inspection services to ensure that the District continues to receive excellent engineering services. RFP's were sent out to nine engineering firms with local experience; seven proposals were received. The District proposal review team of Steve Mack, Kevin Gilman, and Gaylord Schaap reviewed the seven received proposals based on qualifications and experience using a standard proposal review form. The review team narrowed the proposals down to two – Coastland and Brelje and Race (B&R) - during a review session on September 22 and after interviewing the top two proposing firms, the review team selected Coastland as the most qualified firm.

Coastland has proposed a not to exceed price of $170,532 which is competitive with the proposed costs of other proposing engineering consulting firms. This selection was not based on lowest responsive bid as is required for construction contracts. The value of the engineering services was considered by the review team and Coastland provides good value to the District. When compared to the other interview finalist, B&R, Coastland's proposal was approximately $20,000 less.

The District received several excellent proposals through this request for proposal process and the existing engineering services provided by B&R have been excellent, as well. There were no bad choices between our two finalists. The selection of Coastland was made for the following reasons:

- Coastland through their proposal and interview demonstrated a good knowledge and approach for doing the design and construction management and inspection services for the 2012 CIP.

- The team Coastland presented shows good experience and presented excellent ideas for completion of the 2012 CIP.

- Coastland has excellent local references, emphasizing the quality of their work, their good track record with change orders, and their good track record of staying within their budget.

- Working with Coastland with give District staff experience with a different engineering firm that has a somewhat different approach to providing engineering services for the District's CIP.

- Coastland proposed services provide value to the District – their proposed cost was at the low end of the better proposals.

Staff recommend approval of Resolution 10-20 which authorizes the General Manager to execute an agreement with Coastland Civil Engineering Inc. to provide design services and construction management and inspection services for the 2012 CIP.

Table 1. Sweetwater Springs Water District FY 2012 Projects	
Projects	**Estimated Cost**
Western, Eastern and Northern Avenues and Orchard Lane (Guerneville System) - Replace 3,100 lf of existing main and appurtenances.	$684,000
Foothill Drive (Monte Rio System) – Install 1,000 lf of new 8 – inch main and appurtenances from B Street northwesterly to end of existing 8 – inch main and make connection to other side of Foothill where section of road is closed to through traffic. Install 1,200 lf of 6-inch and 1,900 lf of 2-inch main and appurtenances on Beech Ave., El Rancho Way, Breen Ct., and Grahn Dr to loop system.	$671,000
Total Estimated Cost	**$1,355,000**

RESOLUTION 10-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FOR FY 2012 CAPITAL IMPROVEMENT PROGRAM (CIP) WITH COASTLAND ENGINEERING INC. (COASTLAND) AND AUTHORIZING THE GENERAL MANAGER TO SIGN

WHEREAS, the FY 2012 CIP consists of the following elements:

- Main replacement on Western, Eastern and Northern Avenues and Orchard Lane in the Guerneville System.
- Main replacement in the Foothill Drive area in the Monte Rio System, including work in Beech Ave., El Rancho Way, Breen Ct., and Grahn Dr.; and

WHEREAS, completion of these projects will reduce system leakage, improve water service and fire protection, and pave roads affected by the construction.; and

WHEREAS, the District has need of consulting engineer services for design and construction management and inspection; and

WHEREAS, the District put out a request for proposals on July 27, 2010 to nine firms, and:

WHEREAS, after review of the proposals for qualifications, experiences and value, the consulting firm of Coastland was selected as the best proposal for the FY 2012 CIP design, construction management and inspection; and

WHEREAS, Coastland proposed an amount of $170,532 for the FY 2012 CIP design, construction management and inspection; and

. **WHEREAS,** it is appropriate to include an allowance of $10,000 for extra or changed work that may be authorized only by express permission or direction by the General Manager.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Agreement for Engineering Services for the 2012 CIP with Coastland, a copy of which is attached hereto as Attachement A, is hereby approved in the sum of $172,532 with an extra services allowance of $10,000; and

2. The General Manager is authorized to execute said Agreement on behalf of the District.

I hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted and passed by the Board of Directors of the SWEETWATER SPRINGS

WATER DISTRICT, Sonoma County, California, at a meeting held on October 7, 2010, by the following vote.

Director	**Aye**	**No**
Sukey Robb-Wilder	_____	_____
Jim Quigley	_____	_____
Wanda Smith	_____	_____
Gaylord Schaap	_____	_____
Victoria Wikle	_____	_____

_____
Julie A. Kenny
Clerk of the Board of Directors

_____
Jim Quigley
President of the Board

ATTACHMENT A
SWEETWATER SPRINGS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this 7th day of October 2010, by and between Sweetwater Springs Water District, 17081 Highway 116, Suite B, P.O. Box 48, Guerneville, California, 95446-0048, hereinafter referred to as "District," and Coastland Civil Engineering, Inc., hereinafter referred to as "Consultant."

RECITALS

WHEREAS, District has determined that is requires the following professional services from consultant: Engineering Services for design and construction management and inspection of Capital Improvement Program (CIP) construction projects for FY 2012; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the Board of Directors of the District on October 7, 2010 by Resolution No. 10-20 authorized execution of this Agreement on behalf of District in accordance with the District Policy and Procedures and/or other applicable law;

NOW, THEREFORE**,** District and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement (the “Services”) are as follows: Engineering Services for design and construction management and inspection of Capital Improvement Program (CIP) construction projects for FY 2012. The Services are further described in Consultant’s proposal (the “Proposal”), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on October 7, 2010 and expire on December 31, 2011 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

A. District agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to District and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. Invoices from Consultant shall be clearly marked with Consultant's name, project name, an itemized description of services rendered during the period covered by the invoice, and District's project account number, if applicable. Invoices shall also contain the total number of hours of work performed under the Agreement by the Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder. When the total number of hours of work by Consultant and any individual employee, agent or subcontractor of Consultant reaches or exceeds 800 hours, a separate notice shall be provided which shall include an estimate of the time necessary to complete the work described in Exhibit A.

B. In no event will District's obligation to pay the Consultant under this Agreement exceed $180,532.00, (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to District during normal business hours upon reasonable notice. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from District. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standards of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by December 31, 2011 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and District agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the District. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the District. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the District. The Consultant will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subcontractors of the Consultant and the District.

7. STANDARD OF PERFORMANCE

A. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in a substantial, first-class manner. Consultant will comply with all federal, state and local laws and regulations applicable to performance of the Services, including, but not limited to, the California Building Code, the Americans with Disabilities Act, any copyright, patent or trademark law, and any air pollution control law(s) or regulation(s). Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

B. Consultant shall assign only competent personnel to perform services pursuant to this agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from the District of such desire of District, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the District, (which acceptance will not be unreasonably withheld), and hold harmless District and its officers, officials, employees, and agents ("Indemnitees") from and against any and all liability, loss, damage, claims,

suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the District, unless the time for responding is extended by an authorized representative of the District in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

11. INSURANCE

A. Before commencing performance of the Services, Consultant, at its own cost and expense, must: (1) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and (2) submit to the District certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal. Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to the District.

B. Consultant must, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per accident. The insurance must be endorsed to waive all rights of subrogation against the District and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

C. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

D. Required commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

E. Except for Workers' Compensation and professional liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

1. District and its officials, officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage may contain no special limitations on the scope of protection afforded to District or its officials, officers, employees, agents, or volunteers.

2. Required insurance coverage must be primary insurance with respect to the District and its officials, officers, employees and volunteers. No insurance or self-insurance maintained by the District may be called upon to contribute to a loss under the coverage.

3. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

4. Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

F. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering errors and omissions of Consultant. Any deductible or self-insured retention under the required professional liability insurance may not exceed $150,000 per claim.

G. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the District.

H. The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the District interests are otherwise fully protected.

12. NON-DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their race, religion, creed, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation.

13. LICENSES AND PERMITS

Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice in their respective professions. Consultant expressly represents and warrants to District that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of District. Any modification or reuse of such documents by the District without Consultant's prior written consent will be at District's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of District.

15. ALTERNATIVE DISPUTE RESOLUTION

If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, District and Consultant agree to resolve the dispute in accordance with the following:

A. Each party shall designate a senior management or executive level representative to negotiate any dispute.

B. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

C. If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

D. The mediation process shall provide for the selection within 15 days of both parties of a disinterested third person as mediator, shall be commenced within 30 day, and shall be concluded within 15 days from the commencement of the mediation.

E. The parties shall equally bear the costs of any third party in any alternative dispute resolution process.

F. The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to, nor shall be construed to, change the time periods for filing claims or action specified by Government Code section 900, et seq.

16. TERMINATION AND REMEDIES

A. District may terminate this Agreement for convenience by giving at least 10 days' written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. District shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date. District, however, may condition payment of such compensation upon Consultant delivering to District any and all documents provided to or prepared by Consultant, and any and all documents provided to or prepared by District for Consultant, in connection with this Agreement. Such material may consist of photographs, computer software, video and audio tapes and other materials.

B. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the District may have at law or equity, the District may:

1. Terminate the Agreement by notice to the Consultant specifying the termination effective date;

2. Retain, and/or recover from the Consultant at no additional cost to the District, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

3. Complete the unfinished Services itself or have the unfinished Services completed, and/or;

4. Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

17. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon District, Consultant, and their successors. Except as otherwise provided herein, neither District nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

18. REPRESENTATIVES

A. District representative for purposes of this Agreement will be Steve Mack, General Manager. Consultant representative for purposes of this Agreement will be Scott Reynolds. The parties' designated representative will be the primary contact person regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such a manner so as to achieve performance of the Services in a timely and expeditious fashion. Consultant shall not substitute or replace primary representative without approval of the District.

B. Notices:

Any written notice to Consultant shall be sent to:

Coastland Engineering, Inc.
1400 Neotomas Avenue
Santa Rosa, CA 95405

Any written notice to District shall be sent to:

Sweetwater Springs Water District
17081 Highway 116, Suite B, P.O. Box 48
Guerneville, California, 95446-0048

19. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the District.

20. CONFLICT OF INTEREST PROHIBITION

District and Consultant will comply with the requirements of the District’s Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other

ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the District Clerk a completed Form 700 before commencing performance of the Services unless the District Clerk determines that completion of a Form 700 is not required, pursuant to the District's Conflict of Interest Code. Form 700 forms are available from the District Clerk.

The Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Consultant's obligations pursuant to this Agreement. The Consultant agrees to cooperate fully with the District and to provide any necessary and appropriate information requested by the District or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Consultant's obligations pursuant to this Agreement.

Consultant may not employ any District official, officer or employee in the performance of the Services, nor may any official, officer or employee of the District have any financial interest in this Agreement that would violate California Government Code Section 1090 and following. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Consultant was an employee, agent, appointee, or official of the District in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse the District for any sums paid to the Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the District reserves all its rights and remedies at law and equity concerning any such violations.

21. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Sonoma County.

22. RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to

reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

23. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on this 7th day of October, 2010.

DISTRICT	CONSULTANT
By: _____	By: _____
Its: _General Manager__	Its: Vice President
	By: _____
ATTEST:	
By: _____ Julie Kenny, Clerk of the Board	Its: Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Michael Gogna, District General Counsel

Exhibits: Exhibit A – Coastland Proposal

1092421.2 (June 2010)

PROPOSAL

ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

Sweetwater Springs Water District

FY 2012 Capital Projects

Guerneville & Monte Rio Systems

September 8, 2010

COASTLAND

Civil Engineering | Construction Management | Building Services

September 8, 2010

Mr. Steve Mack, General Manager
Sweetwater Springs Water District
17081 Highway 116, Suite B
Guerneville, CA 95446

Subject: Proposal to Provide Engineering Design, Construction Management and Inspection for District FY 2012 Capital Projects

Dear Mr. Mack:

Coastland appreciates the opportunity to assist the Sweetwater Springs Water District (District) with engineering design and construction management and Inspection services associated with the District's Fiscal Year 2012 Capital Projects. We believe that our team's local expertise and knowledge, vested relationships throughout Sonoma County, experienced staff and our passion for this assignment will provide the District with the proper tools to make these projects a success.

Taking into account our field review of the project site, discussions with Mr. Gilman, the RFP and our experience providing similar services to other small districts and cities, we have prepared a detailed and well thought-out approach to this project that takes into account the District's specific needs. As noted in our proposal, our approach to this project focuses on acting as an extension of District staff, providing personal, flexible and responsive service. We will provide frequent updates of project progress and will work closely with District staff to ensure the goals of the project are met.

We have assembled a team ideally suited to this project. Our team will devote themselves to complete these projects as economically as possible while maintaining a high level of quality and completeness. Examples of Coastland's ability to control costs, quality and schedule are evidenced in our recent experience assisting Calistoga, Cloverdale, Occidental CSD, Santa Rosa, Yountville and many other jurisdictions in evaluating, designing and inspecting improvements to their antiquated and undersized water infrastructure in rural areas. We strongly encourage you to contact our local client references to verify our record of accommodating our clients' scheduling and budgeting needs on similar water main replacement projects.

Coastland's core clientele are small rural cities, water districts and CSD's throughout Northern California. Based on this experience, we know the unique challenges facing smaller communities. We understand that design costs, quality of design work and keeping within the project schedule can substantially impact a small district.

Because Coastland serves public agencies exclusively, we do not face any potential conflicts of interest in serving the District. We are reviewed the District's Agreement and would like to propose one adjustment to the contract. On the top of page 4 we request the sentence "arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement" be replaced with "to the extent arising out of Consultant's negligent acts, errors or omission".

Our team can understand and appreciate the goals and values of Sweetwater Springs Water District. Based on our extensive municipal and district engineering experience, we can provide proper guidance to the District in the design and construction of these improvements. Feel free to me at (707) 571-8005 or reynolds@coastlandcivil.com if you have any questions or are in need of additional information. Thank you for this opportunity.

Sincerely,

Scott Reynolds, PE

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APPENDIX

A. Resumes
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Project Team Qualifications & References

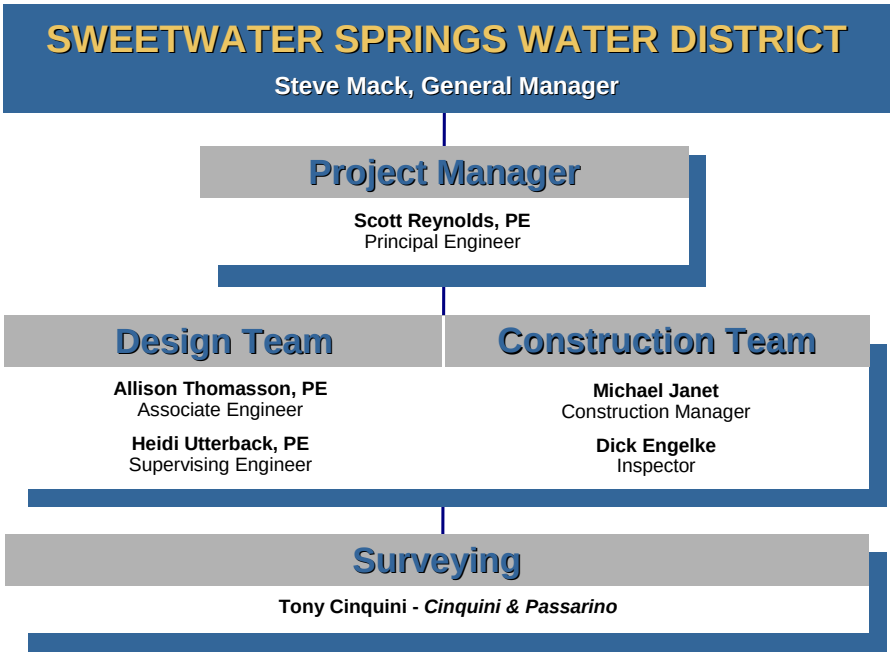
Coastland Civil Engineering, Inc (Coastland) was founded in 1991 to provide civil engineering, construction management, and building safety services to public agencies spanning Northern California. Since our inception, our projects have encompassed a wide variety of water, wastewater, transportation, drainage, flood control, financing assistance, and general municipal engineering for cities, counties and special districts. Whether the project requires services within one or all of our departments, we are equipped to deliver the highest quality of planning, design, construction and timely completion.

We currently serve as contract City Engineers of the cities of Cloverdale, Ione, Piedmont, Suisun, Wheatland and Willows; District Engineers of Callayomi Water District and assist Lower Lake Water District with engineering services. Our team has been intimately involved in all facets of these communities' water systems, including water master plans and capital improvement programs, design and inspection of many miles of water pipeline and other water CIP projects and general day-to-day technical evaluations for water systems.

Since our inception, we have provided services exclusively to public agencies, specializing in contract services for small to mid-size cities and special districts. The vast majority of our work is from repeat clients, attesting to client satisfaction. Our ability to tailor each project to the community's unique setting, history, and traditions enables us to meet the particular needs of each client.

Coastland's close association with municipal clients, water districts, the Regional Water Quality Control Board and regulatory agencies has made us keenly aware of the requirements of water source, supply and distribution system planning and design. For jurisdictions of similar size to Sweetwater Springs Water District (populations ranging from 2,000 to 5,000), Coastland has designed and inspected the replacement of an average of 25,000 feet of water and wastewater pipeline per city or district, with diameters ranging from 2-inch to 24-inch. Many of these projects have been located in rural regions and near schools.

Our proposed team is extremely qualified and has extensive experience working with districts and cities neighboring Sweetwater Springs Water District to help them accomplish their goals. All team members shown in the below diagram are qualified and available to serve the District, and will be committed to providing efficient services. The following pages provide introductions to our team members and their recent relevant experience. For additional and more specific information on the assigned personnel, resumes have been included in the Appendix.



Education:
B.S. Civil Engineering Chico State University

Registration:
Civil Engineer, CA 47762 (1993)

Years of Experience: 23

Years with Coastland: 14

Relevant Experience:

Occidental CSD
- Water Supply Study & Design

City of Santa Rosa:
- Wilfred Ave Recycled Water Main
- Steel Lane Water Replacements
- Midway & Magowan Water and Sewer Replacements
- Palm Avenue Water & Sewer Improvements
- Montgomery Dr & Talbot Ave Water, Sewer, & Storm Drain Improvements
- Hidden Valley Water Main
- Ridgway Ave Sewer Improvements
- 4th, 5th, Chinn &Allison Water
- Bosely Street Water Improvements
- Goodman/Dutton Water Improvements
- Mendocino Water Improvements
- South Wright Road Water System
- Unocal Place Water System
- Monroe Street Water Improvements
- Beaver Street Water Improvements
- Third Street Water Improvements

City of Calistoga
- 2007 Pavement & Utility Project
- Kimball Grant Water Main
- Feige Canyon Water Main (CM)

Callayomi Water District
- District Engineering
- Water System Master Plan

Lower Lake Water District
- District Engineering

City of Healdsburg
- City-wide Water Tank & Mainline Improvements

City of Cloverdale
- Asti Rd 16-Inch Water Main
- 4 additional water main replacement

City of Point Arena
- Water Master Plan & Analysis

Sonoma County Water Agency
- West Co. Recycled Water Interties

ADDITIONAL PROJECTS ON RESUME

Mr. Scott Reynolds, PE – Project Manager

Mr. Scott Reynolds has over **23 years** of engineering design and construction experience with an emphasis on water, recycled water, and wastewater projects. To meet environmental and regulatory requirements placed on sensitive projects, Mr. Reynolds has developed innovative design solutions for projects throughout Lake, Napa and Sonoma counties. He has in-depth understanding of environmental and regulatory issues and has good working relationships with organizations such as Regional Water Quality Control Boards, State Department of Health Services and the California Department of Fish and Game.

For small cities and districts, he has designed the replacement of an average of 10 miles of water pipeline per jurisdiction, with diameters ranging from 2-inch to 24-inch. He has designed water pipeline for many repeat clients, including Occidental CSD, Callayomi County Water District, and the cities of Calistoga, Cloverdale and Santa Rosa.

Mr. Reynolds is very familiar with civil infrastructure and local construction practices throughout Sonoma County, having served all of the County's municipalities as well as the County's Water Agency for many years. His experience also includes providing District Engineering support services to Callayomi Water District, Lower Lake Water District, Konocti Water District and Mendocino County Waterworks District 2.

Responsibilities: Mr. Reynolds will be the day-to-day point-of-contact for the District. He will coordinate and direct our support staff to ensure timely completion of project tasks.

Representative Experience:

✓ *City of Calistoga - City-wide Pavement and Utility Project (2007)*: Mr. Reynolds managed the design of this project, involving reconstructing 3,400 LF and overlaying 1,300 LF of roadway, replacing 3,300 LF of undersized and aging water main and 2,650 LF of sewer main throughout rural areas of the City.

Reference: Mr. Dan Takasugi - (707) 942-2782

✓ *City of Santa Rosa – On-call Utility Improvements (2000-present):* Mr. Reynolds has provided continuous on-call design services to Santa Rosa since 2000. In this capacity, he has been responsible for managing the design of the repair, replacement and/or extension of antiquated water and sewer mains, laterals, the adjustment of manholes and valves to grade and pavement striping and markings and associated services. In addition to the utility work, most of these projects included street reconstruction with full depth asphalt concrete paving or asphalt concrete overlay of existing street, sub grade fabric, adjusting manholes and valves to grade and pavement striping and markings.

References: 1) Mr. Tracy Duenas, (707) 543-3952 2) Ms. Tonya Mokvyts, (707) 543-3958 or 3) Mr. Mike Prinz, (707) 543-4288

✓ *Occidental CSD – Water System Study & Design (2006):* Mr. Reynolds prepared a study and ultimate design for a new water system for the District. He evaluated the water supply, storage, pumping requirements and transmission main required to provide the District with a year-round source of water for domestic use, commercial use and fire protection. The project included review of alternate sources of water to provide a reliable system meeting State requirements.

Reference: Mr. Ray Lunardi - (707) 874-2447

Education:
B.S., Civil Engineering
University of California, Davis

Registration:
Civil Engineer, CA 53723 (1995)

Years of Experience: 21

Years with Coastland: 10

Related Experience:

City of Cloverdale
- Downtown Redevelopment, I & II

City of Santa Rosa
- Over 17 Street Improvements

City of Calistoga
- 2007 Pavement & Utility Project
- Kimball Mrytledale Water Main
- Grant Street Recycled Water Main

Town of Yountville
- Design of approx. 17,000 LF of water & sewer main replacements

City of Cloverdale
- 16-inch water main

City of Healdsburg
- City-wide Mainline Improvements

Ms. Heidi Utterback, PE – Designer

Ms. Heidi Utterback is a registered engineer and a Supervising Engineer at Coastland. She has over **21 years** of engineering design experience. Her experience includes design of water, wastewater, roadway, storm drain systems and grading plans. She has designed the utility layout, performed sewer capacity calculations, storm drain hydrology and hydraulic calculations, prepared plans, specifications and engineer's estimates for dozens of infrastructure improvements. She has managed numerous projects requiring coordination with Caltrans, RWQCB, Corps of Engineers and Fish and Game to obtain necessary approvals.

Representative Experience:

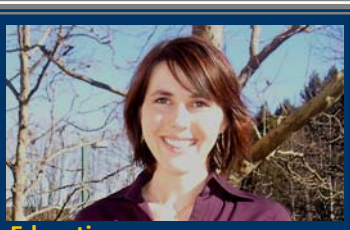
✓ *City of Calistoga – Kimball Myrtledale Grant Water Main (2007):* Ms. Utterback designed three miles of water main and associated gate valves, including fire hydrants, three bridge crossings, side street tie-ins, services, air release valves, blow-offs and street restoration.

✓ *City of Calistoga Grant Street Water Main Replacement (2008):* Ms. Utterback designed the replacement of an 8-inch recycled water pipeline and associated roadway and drainage improvements. The new 8-inch reclaimed water line connects to a high school property line and extends approximately 1000 LF. The project required coordination with the school district.

Reference: Mr. Dan Takasugi - (707) 942-2782

✓ *City of Healdsburg – City-wide water tank improvements (2004):* Ms. Utterback prepared design for approximately 1,100 feet of 16-inch mainline and 150 feet of 8-inch mainline to replace antiquated tanks and transmission lines.

Reference: Mr. George Hicks - (707) 428-7494 *(present City Engineer of Fairfield)*



Education
B.S., Civil Engineering
California Polytechnic University

Registration:
Civil Engineer, CA 74997 (2009)

Years of Experience: 4

Years with Coastland: 4

Relevant Experience:

City of Calistoga
- 2007 Pavement & Utility Project

City of Santa Rosa:
- Wilfred Ave Recycled Water Main
- Bosely Street Water Improvements
- Steel Lane Water Improvements
- Midway & Magowan Water
- Palm Avenue Water Improvements
- Montgomery Dr & Talbot Ave Water,
- Third Street Water Improvements

Callayomi Water District
- District Engineering

Lower Lake Water District
- Misc District Engineering

Konocti Water District
- Water Treatment Plant

Ms. Allison Thomasson, PE – Designer

Ms. Allison Thomasson specializes in capital improvement project planning and design. Ms. Thomasson has designed a wide variety of projects including water, sewer, storm drain and transportation projects. Her experience includes District Engineering for small utility districts including preparation of preliminary USDA applications.

Representative Experience:

✓ *Callayomi County Water District – District Engineering (2007-present):* Ms. Thomasson provides District Engineering support services for all engineering matters relating the District's water system. Services include attending meetings, answering questions relating to the water system, evaluating water system capacity to accommodate new uses, designing water facilities, performing studies and USDA coordination.

Reference: Mr. Frank Haas, (707) 987-2180

✓ *City of Santa Rosa – Wilfred Ave Water Main (2009):* Ms. Thomasson provided design for 275 feet of 18-inch recycled water main which crosses under Highway 101 in a 30-inch casing. The water main was constructed adjacent to a busy street between the edge of pavement and the highway right-of-way using the bore and jack technology.

Reference: Mr. Tracy Duenas - (707) 543-3952

✓ *City of Santa Rosa – Montgomery / Talbot Utility Improvements (2009):* Ms. Thomasson provided design for water, sewer and storm drain improvements (totaling 4,000 LF) in an older residential area in Santa Rosa. The project also involved pavement reconstruction.

Reference: Ms. Tonya Mokvyts - (707) 543-3958

Years of Experience: 4

Years with Coastland: 12

Related Experience:

City of Santa Rosa:
- Mendocino Ave Water & Sewer Replacements
- Alderbrook and Parker Sewer and Main Replacements
- Colgan Ave. & Appletree Dr. Sewer & Water Replacements
- Steele Lane Water & Sewer Improvements
- And dozens more street & utility improvement projects for City

American Canyon
- Reclaimed Water Storage Tank

Tamalpais CSD
- Water & Sewer Improvements

City of Cloverdale
- R1 & R2 Redevelopment

Mr. Michael Janet– Construction Manager

Mr. Mike Janet, Construction Department Manager with Coastland, has over **12 years** of experience as Construction Manager and Project Manager on a number of capital improvement projects. Mr. Janet has strong skills in managing diverse projects and coordinating with all project stakeholders. He has managed the construction on more than 35 roadway and utility improvement projects for public agencies, including many federally funded projects requiring close coordination with Caltrans. Most of these projects involved pavement restoration, ADA improvements, intersection improvements, and water and sewer replacements.

Representative Experience:

✓ *City of American Canyon – Recycled Water Storage Tank & Pipeline (2010):* Mr. Mr. Janet recently completed construction management of this $2.2 million project which involved the construction of a 1 million gallon above-ground welded steel recycled water storage tank and 18-inch recycled and potable water pipelines.

Reference: Ms. Cheryl Braulik, (707) 647-4588

✓ *City of Santa Rosa Mendocino / College Water Main Replacements (2006):* Mr. Janet provided Construction Management services for this project, which included the replacement of approximately 3,900 lineal feet of water main, associated infrastructure and appurtenances, service laterals, export of potentially contaminated spoils, and trench paving. The project involved the replacement of dozens of water meters. The construction cost was $1.5 million.

Reference: Ms. Tonya Mokvyts - (707) 543-3958

Relevant Experience:

City of Santa Rosa
- Steel Lane Water & Sewer Improvements

City of Piedmont
- Piedmont Hills Undergrounding

City of Grass Valley
- On-call Construction Services

City of Cloverdale
- R2 Redevelopment

Prior to Coastland:

City of Santa Rosa
- 4 water pipeline improvements

City of Cotati
- Cotati Hills Water Storage Tank

City of South Lake Tahoe
- South Shore Water Treatment Plant

City of Healdsburg
- Pump Station & Pipeline

Mr. Richard Engelke –Inspector

Mr. Richard (Dick) Engelke has **37 years** of experience in the construction industry. He has inspected a wide array of projects, including large infrastructure projects (storage tanks, wastewater treatment plans, and various piping projects), private development, roadways and bridges.

Responsibilities: Mr. Engelke will be on site daily to inspect the contractor's work for conformance with the contract documents, codes, regulations, and the District's standards.

Representative Experience:

✓ *City of Cloverdale R2 Redevelopment (2009)* – Mr. Engelke inspected construction of this project which included pavement rehabilitation, installation of new water mains, replacement of existing water services, replacement or sliplining existing sewer mains and installation of new sewer laterals. The project involved replacing more than 100 water meters and radio read transceiver units. The total construction cost was approximately $7 million.

Reference: Ms. Nina Rigor - (707) 894-1710

✓ *Santa Rosa Steele Lane Water and Sewer Improvements (2008)* – Mr. Engelke recently inspected water & sewer replacements, storm drain installation, and pavement reconstruction in a high-traffic area.

Reference: Mr. Tracy Duenas - (707) 543-4288

Scope of Work

The Sweetwater Springs Water District (District) is continuing their ongoing program to replace antiquated and undersized water system infrastructure. Two projects have been identified for fiscal year 2012 in the approved 2010-2015 Capital Improvement Program:

1. Western, Eastern and Northern Avenues and Orchard Lane (Guerneville System)
2. Foothill Drive (Monte Rio System)

These projects are intended to improve water service, fire protection and reduce leakage, while providing a system that will need minimal maintenance for years to come. The Guerneville System improvements consist of replacing approximately 3,400 linear feet, based on mapping, of water main, services and appurtenances. The Monte Rio System improvements consist of installing approximately 1,000 lineal feet of 8-inch main, 1,200 lineal feet of 6-inch main and 1,900 lineal feet of 2-inch main, including new services and appurtenances. All water improvements will be designed in accordance with District and State Department of Health standards to ensure a quality product.

Based on our field review, the roadway surface within the limits of work is in a multitude of conditions from good to poor condition. In addition to the utility improvements, we will work with the District and County to determine the most efficient pavement repair method. We will also coordinate with Caltrans for work within Highway 116. Following pavement improvements, pavement markings, markers and striping will be replaced.

The District's General Manager, Steve Mack, will lead this effort. The District's Field Operator, Kevin Gilman, will be the Project Manager and the consultant's main point of contact. The selected consultant will be responsible for working closely with the District to ensure the construction documents are consistent with District's goals and objectives, incorporate the newest standards to protect the District and to see this project to a successful completion.

Challenges and Opportunities

To maintain a high level of quality and completeness, Coastland's team will devote themselves to managing their time wisely, developing innovative solutions, and maintaining clear and consistent communication with the District. Our first order of work will include identifying potential constraints and providing District staff with an upfront assessment of design options and associated impacts.

Based on our local experience, knowledge from designing similar projects, and our detailed field review, we have identified the following key issues and recommendations associated with this Project. Applying our collective experience, Coastland's team will work closely with the District to identify the best possible solutions.

1. **School Traffic** – Based on the proposed construction schedule, construction could impact school traffic on Foothill Drive, El Rancho Way and other local streets. We propose to coordinate with school officials on bus and other school and local traffic to assure access is provided and impact is minimized. School traffic control requirements will be included in the bid documents.

2. **Property Owner Access During Construction** – The project sites include narrow streets which may need to be closed to through traffic for safety reasons. We will require the contractor to phase his work as necessary and provide clear detours. The contractor will also have limited timeframes allowed for restricting driveway access. Prior notices will be given to property owners by the contractor which will include construction schedules and contact information. Contact information for our construction inspector will also be provided to ensure responsive service and immediate response to the District's questions and concerns. A neighborhood meeting can also be help to discuss any concerns regarding impacts.

3. **Caltrans Coordination** – In an effort to minimize potential delays from Caltrans and their review process, we will contact them early in the design process so they are aware of the project, and to assure positive communication throughout the design and construction phases. Coastland's good working relationship with Caltrans further ensures positive cooperation.

DESIGN SCOPE OF WORK

The following Scope of Work is based on our understanding of the project details following discussions with the District and our detailed site investigation.

Task 1 – Meetings with District Representatives

Immediately after the Notice to Proceed is issued by the District, Coastland will schedule a kick-off meeting with District staff to accomplish the following:

- Introduce key personnel and exchange contact information.
- Discuss project and segment-specific goals and objectives.
- Refine the project schedule and discuss key milestones.
- Identify project stakeholders such as the school and utility company representatives.
- Gather data from the District including existing utility information, base maps, master plan, recent design projects, specific property concerns and as-built drawings.
- Discuss traffic/pedestrian control expectations, goals and objectives.
- Discuss goals for locating new meters/hydrants & blow-offs, including Fire Department input

A productive kick-off meeting will be essential in defining key roles and gaining an in-depth understanding of project needs. The meeting will establish scheduling goals and coordination efforts to ensure positive project progress. In effort to keep the District appraised of the project progress we propose to provide the District with a monthly design status reports. Updates to the design schedule will be provided as requested.

Included in this task will be one (1) project kick-off / pre-design meeting to discuss project goals and coordination efforts and two (2) progress design review meetings.

Task 2 – Background Information

We will assemble all of the available District information as mentioned in Task 1, including benchmark information, utility information, right-of-way data, District standards, policies, and initiatives and any additional pertinent information.

Coastland has already conducted a preliminary site review for the purpose of preparing this proposal. Our goal is to further analyze existing site characteristics through another site review with District staff, observing general site conditions and utilities to identify opportunities for improvements. Specifically, we will pay particular attention to existing meter locations and possible relocation sites to allow easier access, driveways, overhead utilities that could limit construction equipment, tree canopies, paving limits including conform locations, possible detours to identify construction phasing requirements and any notable traffic patterns around the school and neighborhoods. Our site review will enable us to identify any unusual or special conditions that may affect the project design or construction.

Task 3 – Coordination with Utility Companies & Regional Board

We propose to coordinate with outside utility companies to ensure that all existing facilities, both underground and overhead, are identified accurately during the design phase. This task will include writing letters to PG&E, AT&T and Comcast informing them of the project and requesting their facility drawings.

Under this task we will follow up with each utility provider by preparing submittal packages to each so they can verify the accuracy of their facilities and the need for relocation.

Coastland will coordinate with the Regional Water Quality Control Board as necessary to find if the area of work is within a contaminated zone. This data will identify any past contamination possibilities such as dry cleaning, gasoline, diesel, etc. We don't believe the Guerneville area is a concern and we see only a slight chance in Monte Rio.

We will also coordinate our efforts with the Regional Water Quality Control Board to find if the area of work is within a contaminated zone. We will provide the District with the Boards findings. If the Board finds that the site has a potential to be contaminated, we will review the results with the District. If desired, we can coordinate with an environmental firm to perform subsurface investigations and provide necessary hazardous material handling guidelines as required. Due to the unlikelihood of finding contamination in these areas, we have not included effort under this task to coordinate with an environmental consultant.

Task 4 –Surveying

Cinquini & Passarino (CPI) of Santa Rosa will complete a topographic survey to support the design efforts for this project. Coastland and CPI have been working together for nearly 20 years and have an excellent track record for providing some of the industry's best survey information.

The District will be provided with conventional and proven ground topographic surveys of the project sites. These topographic surveys may include features such as, but not limited to; edges of pavement, buildings, fences, curb lines, striping and pavement markings, utility poles, overhead wires, driveway locations, sidewalks, trees six (6) inches and larger, drip line radii, retaining wall or decorative walls, subsurface utilities marked or found, and any other pertinent information that could apply to the project during design.

Topographic surveys will be performed within the apparent public right-of-way throughout the project reach. For the Monte Rio System, B Street, Foothill Drive, Beech Avenue Breen Court, El Rancho Way and Grahn Drive will be mapped. The tie-in locations along the south side of Highway 116 will also be collected to enable the design of the looped system.

The Guerneville System will consist of mapping Western Avenue, Eastern, Northern Avenue, and Orchard Lane to facilitate the design of the water system improvements. Record public right-of-way, including Highway 116 where feasible, will be drafted and placed on the topographic survey. No additional boundary surveying should be necessary for this project and therefore not included within this scope of work.

CPI will provide the District with a map in AutoCAD ".dwg" format showing existing topographic features and utilities along the project reach based on the above described approach. The map will be at a 1 inch = 20 feet scale unless otherwise requested.

Task 5 – Public Participation

Due to the proximity of the project with the School, we will coordinate efforts and schedules with the school administration to meet both the District's and the school's desires. During the design development process, we will provide assistance to the District to answer any questions that may be asked by the community, School or District staff.

Task 6 –65% Submittal

Following our background research, utility coordination, survey and field review with District staff, we will develop an approach for mainline and service replacement, including recommended relations. We will review our approach with District staff to assure all District goals are met. Based on District input we will adjust our approach and prepare a 65% submittal. The submittal will include all water main and services improvements. Also, included in this submittal will identify roadway improvement limits and the proposed repair method.

The 65% submittal will include three (3) sets of full- size plans, draft technical specifications, and an engineer's estimate of probable construction costs. We will include submittals to Caltrans, the County and utility providers.

Task 7 – 95% Submittal

Following the District's review of the 65% submittal, we will prepare the 95% submittal. The submittal will address all comments on the 65% submittal and will essentially be a comprehensive design package. The plans will include details for all improvements. The technical specifications will be complete. The 95% submittal will include three (3) sets of full-size plans, technical specifications and an engineer's cost estimate.

Coastland's Construction Management Department will perform a constructability review of the contract documents. Through this review, we will help minimize claims and potential change orders.

Task 8 - 100% Plans & Specifications

Following the review of the 95% submittal, Coastland will prepare the final construction drawings, specifications and estimate signed by a California registered Civil Engineer. We will provide a final electronic submittal to the District for a final review to verify comments have been addressed prior to producing the 100% bid documents. Upon final District review we will provide stamped and signed mylar drawings and camera-ready specifications. An electronic copy of the drawings, specifications and final cost estimate will also be provided in both PDF and AutoCAD formats.

CONSTRUCTION SCOPE OF WORK

Task 1 – Bidding Support

Coastland will advertise, reproduce and distribute bid documents. During the bidding process, we will answer any questions that may arise and maintain a phone log of inquiries. We will prepare any addendum that may be necessary and conduct the pre-bid meeting. Additionally, Coastland will conduct the bid opening, tabulate results and forward the bid summary package to the District for bid award concurrence.

Task 2 – Pre-Construction Meeting

Immediately following the award of the construction contract, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting we will establish lines of communication and decision making roles with all project stakeholders. We will also discuss safety requirements, responsibilities of the project team members, working hours, quality control procedures, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change procedures, payments, progress schedules, contract time, requests for information, expectations, and other applicable items. Coastland will prepare and distribute meeting minutes to all parties.

Task 3 – Pre-Construction Site Visit and Documentation

Coastland will take pre-construction digital photos of the construction site with special attention given to sensitive areas including all private property effected by and adjacent to the project. Documenting the site prior to construction will help mitigate possible disputes between the District, contractor and property owners within or adjacent to the project limits. These photos will be logged, labeled and filed with the project files.

Task 4 – Project Start-Up

Coastland will assemble project files in accordance with the District's standard format for administration. Coastland uses Primavera Contract Manager software which provides an efficient centralized system for document control to create, store, organize, track, and link all project information. Primavera Contract Manager software will distill the constant flow of paperwork to a form that quickly and easily identifies trends and critical issues and will help keep the project moving as it helps document the work. The use of Contract Manager reduces administrative costs, facilitates clearer communication, enhances the sense of a "team effort," and eliminates disputes.

Task 5 - Daily Field Inspections and Documentation

A critical aspect of our services is maintaining close communication with District staff to ensure scheduling/quality goals are met. To help maintain close communication, Coastland's inspector will be accessible to the District at all times at the project site and through the use of email and cellular phones. Coastland's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, District standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, working days statements, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being done, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on CD's and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next, and will be submitted to the District at the close of the project.

Coastland will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. This review can improve constructability, reduce costs, eliminate ambiguities and improve clarity. We will immediately report any deviation from the approved contract documents.

Task 6 – Progress Meetings

Coastland will conduct bi-weekly or as needed coordination and progress meetings to focus on completed and upcoming work, any construction delays, updating the schedule, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. We will work to foster honest, open communication at these weekly meetings which will help in timely resolution of any disputes and/or potential claims.

Task 7 – Status Reports and Documentation

6a – Reports: It is important to keep the District informed regarding public relations, progress of the work and costs of the project. We will document construction issues with the following: Weekly Statement of Working Days, Progress Meeting Minutes, Field Directive Log, change order tracking and regular phone calls and e-mails.

6b – Submittal Management: Coastland will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates. Submittals will be stamped, logged and distributed to the designer for complete review and approval. Submittals will be filed numerically and approved copies will be distributed to the District, project members, and the contractor.

6c – Requests for Information (RFI): Coastland will receive and log all Requests for Information (RFI's) from the contractor, and forward the RFI to the designer. Coastland will track the status of all RFI's by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

Task 8 – Construction Management

Our goal is to ensure that construction and contract administration are performed in compliance with District requirements and the project plans and specifications. To accomplish this goal, our Construction Manager will oversee inspection and manage the day-to-day construction activities with the contractor. He will be accessible to the District at all times. The Construction Manager will be responsible for keeping the District informed of the progress of the project, changes that may be needed, pay estimate input and releasing information to the public. Our Construction Manager will be available to discuss the best possible options for uncommon situations or contractor issues that impact the project. In addition, our Construction Manager will complete all contract administration documentation in a timely, accurate and orderly fashion.

Task 9 – Cost and Schedule Management

Coastland will continually review the construction progress and perform field measurements and quantity calculations. Each month Coastland will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the District. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are accurate, and will compare this to the field measurements and quantity calculations. Coastland will continually monitor project costs and keep the District informed on a regular basis.

Coastland will review the contractor's construction schedule for accuracy, reasonableness, and will verify that it meets the project schedule, order of work, and contract requirements. Progress schedules will be reviewed weekly to ensure the contractor is meeting the critical dates. If he fails to meet critical dates, it will immediately be brought to his attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. We will negotiate any time extensions for the contractor due to change orders, weather, or other delays. Coastland will also maintain an as-built progress schedule.

Task 10 - Public Relations and Notifications

To be proactive in eliminating any public concerns, we will ensure that no less than a 48-hour advance notice be given to residents and 120-hour notice be given to the school regarding any roadwork, closures, and detours directly affecting the right-of-way. Our Inspector will provide introductions to the public and provide his contact phone number to all residents. Coastland will log and respond to questions and concerns from the public in a timely manner and will record the contractor's activities as they relate to public safety and public convenience. Additionally, Coastland will accurately document pre-construction conditions with a photolog to verify the project area is restored to its original form following construction. Our goal is to minimize calls to the District by using our on-site inspector / construction manager to respectfully communicate with residents and discuss any concerns.

Task 11 – Conflict Resolution and Claim Management

Coastland's goal is to avoid all unnecessary claims and resolve conflicts during construction. The starting point for avoiding conflicts or notices of potential claims is a clear, biddable set of plans and specifications. Coastland will work to eliminate conflicts by keeping the lines of communication open, and being open and responsive with the contractor. Progress meetings are important to foster communications and to resolve conflicts quickly. We have found that most conflicts (or just RFI's) can be thoroughly discussed and defused at these meetings. The key is to foster a good, working rapport with the contractor and demonstrate that we are trustworthy, honest and professional which Coastland staff currently has with local contractors. Additionally, Coastland will maintain thorough documentation of the contractor's field activities so that we know exactly what, when, where and why an issue or conflict occurred, and not have to rely on memory or the contractor's version of what happened.

These tasks help reduce the likelihood of change orders during construction or post-construction claims from the contractor; however, if claims are filed at the completion of the project we will have the documentation to assist in any negotiations. No work will be performed under this task unless specifically authorized in writing by District staff.

Task 12 – Project Closeout

Coastland will help the District comply with all pertinent requirements and verify completion of punch list items, obtain closing documentation from permitting agencies, verify mitigation measures have been implemented, issue Notice of Completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, prepare and recommend final payment, and transmit all construction documentation to the District. At the completion of the project, we will provide the District with the following:

- Record drawings.
- All contract files and records (hard file & electronic)
- Annotated journal of photos and CD of digital photos
- As-built drawings

EXCEPTIONS TO APPROACH:

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the District desires:

- Environmental assistance/soil contamination.
- Geotechnical evaluation.
- Right-of-way determination or preparation of associated documents.
- Permitting fees.
- Potholing of utility locations, associated survey or coordination.
- Distribution and reproduction of bid documents.
- Construction staking to be provided by contractor.

SCHEDULE

We understand the District's goal is to have construction begin on these projects by July, 2011. After assessing the project site, discussing the project with District staff, and considering our specific approach to this project, we are confident that our team is able to meet your scheduling goals.

Given our familiarity with similar projects and our current availability of staff, Coastland is committed to allocating an appropriate level of staff to accommodate the District's scheduling goals of this project, allowing adequate time for construction to commence next July.

Based on our review of the plans and project site, we agree with the District's estimate of 87 working days for construction (per RFP schedule), and have prepared our estimate accordingly.

Staffing Matrix

DESIGN SERVICES								
Task	Task Description	Principal Engineer	Supervis Engineer	Associate Engineer	CAD Designer	Const Manag	Total Hours	Subconsultant / Comments
1	Meeting with City Representatives							
	Kick Off Meeting (1)	2	2	2			6	
	Progress Design Review (2)		4	4			8	
2	Background Information							
	Background Mapping			4	4		8	
	Field Review with District		8	8			16	
	Photo Log			2			2	
3	Coordination with Utility Companies							
	Coordination with Utility Companies			6			6	
	Coordination with Regional Board			2			2	
4	Surveying							
	Topographic Survey							Cinquini & Passarino
	Coordination with Surveyor			2	6		8	
5	Public Participation							
	Public Outreach			4			4	Coordinate with schools etc
6	65% Submittal							
	Improvement Plans		16	48	70		134	
	Preliminary Specifications			20			20	
	Preliminary Cost Estimate			12			12	
	QC Review/Value Engineering	8					8	
7	95% Submittal							
	Improvement Plan Revisions		6	32	30		68	
	Specifications			10			10	
	Cost Estimate			8			8	
	QC Review/Constructability Review	4				4	8	
8	100% Submittal							
	Final Documents	1	2	16	20		39	
	Total Hours	**15**	**38**	**180**	**130**	**4**	**367**	

CONSTRUCTION SERVICES							
Task #	Task Description	Inspector	CM	Associate Engineer	Admin	Total Hours	Subconsultant / Notes
1	Bidding Support		2	2		4	Review Bids / Construction Questions
2	Pre-Construction Meeting	3	3	2	3	11	Prepare Agends/Run/Attend Meeting
3	Site Visit & Documentation	6	2			8	Job walk / photos
4	Project Start-Up	8	2		2	12	Set up filing / CM program
5	Daily Field Inspection	415				415	Based on 87 Working Days
	Overtime Inspection					0	No overtime inspection anticipated
6	Progress Meetings & Coordination	27	27			54	Assume attendance at 9 meetings
7	Status Reports & Documentation	90	12		4	106	Review of progress/documentation
	Reports	45	16		2	63	Status/monthly reports
	Submittal Management	10	14		2	26	Based on 8 submittals
	Requests For Information	8	6		1	15	Based of 4 RFI's
8	Construction Management		87			87	Misc Tasks
9	Cost and Schedule Management	16	12		2	30	Based on 4 monthly payments
10	Public Relations / Notifications	32	26		2	60	Notices / phone calls
11	Conflict Resolution					0	T&M as needed
12	Project Closeout	36	8		6	50	As-builts / files
	Total Hours	**696**	**217**	**4**	**24**	**941**	

NOTES:

1 Based on 87 working days (we have reviewed project plans and RFP schedule and agree with this timeframe)
2 Based on full-time inspection and part-time construction management of 12.5 hours per week.
3 Based on an estimated number of RFI's, change orders and submittals shown above.
4 Hours for Cinquini & Passarino (survey) not included

WORK ESTIMATE

FY 2012 Projects | **Proposal for Design Services** | **Sweetwater Springs Water District**

Task #	Task Description	Principal Engineer $175	Supervis Engineer $145	Associate Engineer $115	CAD Designer $100	Const Manag $126	Total Hours	Total Cost	Subconsultant / Notes
1	**Meeting with City Representatives**								
	Kick Off Meeting (1)	2	2	2			6	$870	
	Progress Design Review (2)		4	4			8	$1,040	
	Subtotal						**14**	**$1,910**	
2	**Background Information**								
	Background Mapping			4	4		8	$860	
	Field Review with District		8	8			16	$2,080	
	Photo Log			2			2	$230	
	Subtotal						**26**	**$3,170**	
3	**Coordination with Utility Companies**								
	Coordination with Utility Companies			6			6	$690	
	Coordination with Regional Board			2			2	$230	
	Subtotal						**8**	**$920**	
4	**Surveying**								
	Topographic Survey							$17,990	Cinquini & Passarino
	Coordination with Surveyor			2	6		8	$830	
	Subtotal						**8**	**$18,820**	
5	**Public Participation**								
	Public Outreach			4			4	$460	Coordinate with schools etc
	Subtotal						**4**	**$460**	
6	**65% Submittal**								
	Improvement Plans		16	48	70		134	$14,840	
	Preliminary Specifications			20			20	$2,300	
	Preliminary Cost Estimate			12			12	$1,380	
	QC Review/Value Engineering	8					8	$1,400	
	Subtotal						**174**	**$19,920**	
7	**95% Submittal**								
	Improvement Plan Revisions		6	32	30		68	$7,550	
	Specifications			10			10	$1,150	
	Cost Estimate			8			8	$920	
	QC Review/Constructability Review	4				4	8	$1,204	
	Subtotal						**94**	**$10,824**	
8	**100% Submittal**								
	Final Documents	1	2	16	20		39	$4,305	
	Subtotal						**39**	**$4,305**	
	Miscellaneous Costs							**$500**	Est mileage, photos, reproduction
	Total Hours	**15**	**38**	**180**	**130**	**4**	**367**		
	Total Cost	**$2,625**	**$5,510**	**$20,700**	**$13,000**	**$504**		**$60,829**	

WORK ESTIMATE

FY 2012 Projects	Proposal for Construction Services	Sweetwater Springs Water District

Task #	Task Description	Inspector	CM	Associate Engineer	Admin	Direct Costs	Total Hours	Total Costs	Subconsultant / Notes
		$105	$115	$115	$65				
1	**Bidding Support**		2	2			4	$460	Review Bids / Construction Questions
2	**Pre-Construction Meeting**	3	3	2	3		11	$1,085	Prepare Agends/Run/Attend Meeting
3	**Site Visit & Documentation**	6	2				8	$860	Job walk / photos
4	**Project Start-Up**	8	2		2		12	$1,200	Set up filing / CM program
5	**Daily Field Inspection**	415					415	$43,575	Based on 87 Working Days
	Overtime Inspection						0	$0	No overtime inspection anticipated
6	**Progress Meetings & Coordination**	27	27				54	$5,940	Assume attendance at 9 meetings
7	**Status Reports & Documentation**	90	12		4		106	$11,090	Review of progress/documentation
	Reports	45	16		2		63	$6,695	Status/monthly reports
	Submittal Management	10	14		2		26	$2,790	Based on 8 submittals
	Requests For Information	8	6		1		15	$1,595	Based of 4 RFI's
8	**Construction Management**		87				87	$10,005	Misc Tasks
9	**Cost and Schedule Management**	16	12		2		30	$3,190	Based on 4 monthly payments
10	**Public Relations / Notifications**	32	26		2		60	$6,480	Notices / phone calls
11	**Conflict Resolution**						0	$0	T&M as needed
12	**Project Closeout**	36	8		6		50	$5,090	As-builts / files
	Vehicle expenses					$9,648		$9,648	804 hours x $12/hr= $ 9,648.00
	Total Hours	**696**	**217**	**4**	**24**		**941**		
	Project Total	**$73,080**	**$24,955**	**$460**	**$1,560**	**$9,648**		**$109,703**	

NOTES:

1 Based on 87 working days (we have reviewed project plans and RFP schedule and agree with this timeframe)

2 Based on full-time inspection and part-time construction management of 12.5 hours per week.

3 Based on an estimated number of RFI's, change orders and submittals shown above.

Coastland

Civil Engineering - Construction Management - Building Dept. Services

September 8, 2010

Mr. Steve Mack, General Manager
Sweetwater Springs Water District
17081 Highway 116, Suite B
Guerneville, CA 95446

Subject: Cost Proposal to Provide Design and Construction Management Services for District FY 2012 Capital Projects

Dear Mr. Mack:

Coastland is pleased to submit this cost proposal to provide engineering design and construction management services for the District's Fiscal Year 2012 Capital Projects.

Based on our Scope of Work, we have prepared a detailed budget that identifies staffing rates, total cost per task, and direct expenses. We are proposing that the design services associated with this project all be completed for a not-to-exceed fee of $60,829 and the construction services associated with this project be completed for a not-to-exceed fee of $109,703 (see Work Estimates on following page). These amounts assume all of the work for this project will fall under the Scope of Work described in our proposal.

Please note that the above fee quotation should be considered a negotiable offer. If the District wishes to modify our proposed Scope of Work, we would be happy to discuss such a change and how it would affect the overall project cost. We can either discuss amendments to the existing Scope or provide these services on a time and materials basis per our adopted schedule of hourly rates and then modify the Work Estimate accordingly.

Please also note that in the not-to-exceed amount, we have included an estimated amount of $500 for reimbursable expenses (i.e. printing, plotting, etc.) These reimbursable costs will be billed at cost plus 15%.

I am authorized to represent, negotiate and contractually bind the company. This cost proposal shall remain a firm offer for a period of ninety (90) days from the submission deadline of the proposal.

We look forward to the possibility of working with you and your staff. Please contact me if you have any questions or are in need of additional information.

Sincerely,

Scott Reynolds, PE