SWEETWATER SPRINGS WATER DISTRICT

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

FROM: Ed Fortner, General Manager

Meeting Date: July 2, 2020

SUBJECT: APPROVAL OF RESOLUTION 20-18 APPROVING A CONTRACT WITH COASTLAND ENGINEERING FOR DESIGN AND PLANNING OF FY 2020-2021 CAPITAL IMPROVEMENT PROJECT

RECOMMENDED ACTION: Approve Resolution 20-18 which approves the contract with Coastland for Design and Planning for the FY 2020-2021 CIP.

FISCAL IMPACT: Approximately $144,900 for Design and Planning**.**

DISCUSSION:

Coastland Engineering has worked with the District to successfully receive up to $115,920 from CDBG for Planning and Design for the FY 2020-2021 Capital Improvement Project of 5,600' of 6" HDPE water main replacement on Old River Road and Woodland Drive. Using this Grant funding, the General Manager recommends we continue our positive professional working relationship with Coastland on this very important project and approve their submittal and contract.

RESOLUTION 20-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING THE CONTRACT FOR PROFESSIONAL SERVICES FOR DESIGN AND PLANNING OF THE FY 2020-2021 CAPITAL IMPROVEMENT PROJECT (CIP) WITH COASTLAND ENGINEERING INC., AND AUTHORIZING THE GENERAL MANAGER TO SIGN

WHEREAS, Sweetwater Springs Water District has contracted with Coastland Engineering for a Water Services Rate Study for Sweetwater Springs Water District; and

WHEREAS, the District has worked with Coastland in the successful Grant procurement of CDBG funds for this Design and Planning portion of the CIP; and

WHEREAS, Coastland is the best placed professional services company to provide the services for this project; and

WHEREAS, Coastland Engineering has submitted a proposal for these services attached as Exhibit A; and

WHEREAS, staff has reviewed this proposal and finds it fair and complete; and

WHEREAS, District Council has reviewed and approved the agreement

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Agreement for Professional Services for Design and Planning for the FY 2020-2021 CIP with Coastland, a copy of which is attached hereto as Exhibit A, is hereby approved in the sum of not to exceed $144,900; 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 July 2, 2020, by the following vote:

Director	**Aye**	**No**
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Gaylord Schaap	_____	_____
Larry Spillane	_____	_____

_____
Richard Holmer
President of the Board of Directors

_____
Attest: Julie A. Kenny
Clerk of the Board of Directors

June 22, 2020

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

Subject: Proposal to Provide Professional Engineering Services for the FY 2021 CIP Project

Dear Ed,

Per your request, we have prepared this letter proposal for the engineering work associated with subject project.

Project Background/Understanding

The Sweetwater Springs Water District (District) is continuing their ongoing program to replace aging and undersized water system infrastructure and has received a U.S. Department of Housing and Urban Development for a Community Development Block Grant (CDBG) for the fiscal year 2021 CIP project. This project is intended to improve water service flows, improve customer water quality, improve fire protection and reduce water losses from leaks, while minimizing maintenance for years to come. The project site identified for fiscal year 2021 includes water main replacements in Old River Road and Woodside Road. The project encompasses two separate sites:

Old River Road – this portion of the project includes replacing the existing aged 6-inch water line with new 6-inch water line in Old River Road from the intersection of River Road and Highway 116 to the intersection of Old River Road and Morningside Drive. Also included at this site is the replacement of the undersized 4-inch water line with new 6-inch water line in Bonita Avenue from Morningside Drive to River Road. This project site will replace a total of approximately 3,566 feet of water main, 31 water services, and 1 commercial fire service line and installation of 10 new fire hydrants. Fire hydrants will be constructed approximately every 300 feet within the project boundaries.

Woodland Road – this portion of the project includes replacing the existing aged 6-inch water line and the undersized 2-inch water line in Woodland Road from the intersection of Woodland Road and Armstrong Woods Road to approximately 14200 Woodland Road. Also included at this site is the replacement of the undersized 4-inch water main connection with new 8-inch pipe between Woodland Road and Sunset Avenue. This project site will replace a total of approximately 2,108 feet of 6-inch, 4-inch and 2-inch water main with new 8-inch water main between Armstrong Woods Road and the cross connection to the tank and 6-inch water line from the tank connection to the end of the line. It will also include replacing 27 water services and the installation of 5 new fire hydrants. Fire hydrants will be constructed approximately every 300 feet within the project boundaries.

Installation of water mains will be open cut trench and/or directional drilling where appropriate. In areas utilizing directional drilling as a means of construction, HPDE material would need to be used. In areas of open cut trenching, either HDPE or PVC material could be used. Proximity to existing sewer and gas lines will also be a determination in pipe material selection. In areas where the new water line must be installed less than 10 feet horizontally from the existing sewer or gas line, HDPE or Class 200 PVC will need to be used. Final pipe material and construction method will need to be finalized during the design phase. For open cut trench methods, trench backfill material and paving will per County of Sonoma Department of Transportation and Public Works Standards 219 A and B (Pavement Cut Policy and Trench Backfill and Paving Details.) All fire hydrants and water services will be installed per District standards.

The plans will be prepared such that the work in Old River Road will be the base bid and the work in Woodland Drive will be a bid alternate. This allows the District some flexibility in the award if construction prices come in too high.

Pursuant to CEQA, we anticipate that the project can qualify for a CEQA Categorical Exemption (e.g., CEQA Guideline Section 15301 – Existing Facilities, and 15302 – Replacement or Reconstruction) and that a CEQA Initial Study/Negative Declaration will not be required. Additionally, as the project is receiving funding it must comply with federal requirements of NEPA and Section 106 of the National Historic Preservation Act.

Based on our understanding of the project we propose the following scope of work:

SCOPE OF WORK - DESIGN

Task 1 – Meetings with District

Immediately after the Notice to Proceed is issued by the District, Coastland will schedule a kick-off meeting with District staff to gather all background information and complete a thorough site review with District Staff to ensure we are aware of all project goals and constraints. Included in this task will be one (1) project kick-off / pre-design meeting to discuss project goals and coordination efforts and three (3) progress design review meetings.

Task 2 – Background Information

We will assemble all of the available District, County and Sonoma County Water Agency information. We will conduct a field review the project area to assess existing site characteristics and general site conditions, identify existing utilities and take digital photos. Our site review will enable us to identify any unusual or special conditions that may affect the project design or construction.

Task 3 – Coordinate with Agencies

We will 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, Comcast, Ferrell Gas, Sonoma County (storm drain and retaining walls), and the Sonoma County Water Agency (sanitary sewer) informing them of the project and requesting their facility drawings. Due to the proximity of the existing sewer main throughout the project, we also anticipate coordination with the State Water Board to obtain waivers for horizontal separation distances between the existing sewer and new water lines.

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. In addition to the agencies listed above we will prepare a submittal to the fire chief at the Russian River Fire District for review of the proposed fire hydrant locations.

As part of our background research for this proposal, we reviewed the State's Geotracker website to determine if any area within or adjacent to the project has known areas of soil or groundwater contamination. Per our research, the property at 14058 Armstrong Woods Road (approximately 250' south of the Armstrong Woods Rd-Woodland Dr intersection) is a cleanup site for a leaking underground storage tank (LUST). The records show that 3 underground storage tanks were removed in 2000 and monitoring wells were installed. The cleanup status for the site is listed as "open-remediation". Accordingly, we will coordinate with the Regional Water Quality Control Board for any special provisions that need to be included with the CIP PS&E documents (i.e. provisions in the project specifications regarding how to handle contaminated soil, if encountered).

For work proposed within the County right-of-way, we will coordinate with the County PRMD to obtain an Encroachment Permit. We have included time for coordination via email and phone conversations, as well as a one in office meeting with the County PRMD.

Task 4 – Topographical Survey

Cinquini & Passarino (CPI) will be a subconsultant to Coastland and will complete a topographic survey to support the design efforts for this project. Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations , edge pavement, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information) , utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.

Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations and horizontally relate to California Coordinate System of 1983, Epoch 2017.50.

Topographic surveys will be performed within the apparent public right-of-way throughout the project reach. A boundary survey is not included within this scope of work

Task 5 – Environmental

WRA will be a subconsultant to Coastland to complete the CEQA and NEPA environmental clearance efforts. The District will serve as the CEQA Lead Agency and HUD will serve as the NEPA Lead Agency. WRA will perform the following tasks:

CEQA Categorical Exemption

Pursuant to CEQA, WRA, Inc. (WRA) anticipates that the project can qualify for a CEQA Categorical Exemption (e.g., CEQA Guideline Section 15301 – Existing Facilities, and 15302 – Replacement or Reconstruction) and that a CEQA Initial Study/Negative Declaration will not be required. WRA will prepare a CEQA Notice of Exemption (NOE) for the project which describes the construction and operational characteristics of the project and its CEQA exemption status.

The NOE will include an Addendum that will provide the rationale for the application of the Categorical Exemption based on the project description and Article 19 of the CEQA Guidelines (Categorical Exemptions). The Addendum will also explain why the project does not meet any applicable exceptions to Categorical Exemptions. The NOE will then be filed with the Sonoma County Clerk. Projects that are categorically exempt from CEQA are not subject to the California Department of Fish and Wildlife (CDFW) CEQA filing fee, and do not require a CDFW "no effect" determination (Cal Code Regs., tit. 14, §§ 15260 -15333; Fish & Game Code § 711.4, subd. (d)(1)). One round of review of the Categorical Exemption and Addendum by Coastland and the District is assumed.

Preparation of HUD Environmental Review Categorical Exclusion Form

WRA will prepare a draft of HUD's Categorical Exclusion Form pursuant to 24 CFR Part 58.35(a). With Coastland's assistance, WRA will address project description and preliminary design information questions in the Categorical Exclusion Form. The Categorical Exclusion Form will confirm the project's compliance with 24 CFR §50.4 and §58.6 Laws and Authorities, including: airport hazards, coastal barrier resources, flood insurance, clean air, coastal management zone, contamination and toxic substances, endangered species, explosive and flammable hazards, farmlands protection, floodplain management, historic preservation, noise abatement and control, sole source aquifers, wetlands protection, wild and scenic rivers, and environmental justice. The Categorical Exclusion Form will be supported by the Cultural Resources Report described below. No other technical reports are included in this scope of work. One round of review of the Categorical Exclusion Form and supporting information by Coastland and the District is assumed.

Cultural Resources Report

WRA has retained Alta Archaeological Consulting (ALTA) out of Santa Rosa to prepare the cultural resources survey. As the project is receiving funding it must comply with federal requirements of NEPA and Section 106 of the National Historic Preservation Act. The scope of work includes four tasks: (1) records research; (2) Native American consultation; (3) field survey; and (4) preparation of an Archaeological Survey Report(s).

<u>Records Search</u>

ALTA will perform a records search at the California Historical Resources Information System, Northwest Information Center (NWIC). The NWIC is the primary repository for cultural resources information that covers an 18-county area including Sonoma County. The purpose of archival research is to identify any previously conducted archaeological surveys or known archaeological sites located on the subject properties and within a one-half mile radius of the project area(s). In addition, ethnographic and historic literature will be reviewed to create background contextual information relevant to the project area.

<u>Native American Consultation</u>

ALTA will consult with the Native American Heritage Commission (NAHC) to request a review the Sacred Lands Files for any resources that may be present within the project area(s) and to provide a list of local Native American tribes. ALTA will contact in writing Native American groups or individuals identified by the NAHC to inform them of the proposed project and to solicit their concerns about the undertaking. Comments and

information provided by the Native American community and government agencies will be provided in the draft and final reports.

Field Inventory

ALTA staff will conduct an on-site field reconnaissance of the project area. The project area will be intensively examined for cultural resources. A complete inventory entails systematic pedestrian examination of the ground surface. In accordance with established standards, field reconnaissance will be conducted using transects spaced no more than 20 meters apart. Transect interval spacing will be reduced in areas depending upon the sensitivity or the parcel. No artifacts will be collected as part of this reconnaissance. The field crew will maintain daily field notes and the findings will be made available immediately following the field investigation.

All archaeological resources identified within the project area will be recorded using the standard State of California Department of Parks and Recreation Archaeological Site Forms. A cultural resource shall have a minimum age of 45 years. As cultural resources are located during survey, approximate boundaries will be delineated and the location of the resource plotted on topographic maps. Site boundaries will be identified based on the surface extent of cultural materials and/or features. Global Positioning System (GPS) mapping of each site location will be undertaken. Site recordation will include site and feature mapping, completing of site record forms, and photography. All photographs will be done in a digital format. An evaluation of the impact agents and site condition will be noted for each site in the project area. As appropriate, a limited narrative will be provided to further describe the nature, extent, and location of resources.

Archaeological Survey Report

ALTA will prepare an Archaeological Survey Report (ASR) in accordance with the standard guidelines in Archaeological Resource Management Reports (1990). The ASR will include a summary of the identification efforts undertaken in the study, consultation with agencies and local governments, provide a summary of archaeological methods and findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources. The archaeological survey report will be sufficient to satisfy Federal regulatory requirements including the Section 106 of the National Historic Preservation Act and state requirements defined in CEQA.

Task 6 –50% PS&E

Following our background research, utility coordination, survey and field review, we will develop preliminary design documents for the water line and service replacement. We will prepare a 50% PS&E submittal package which will include 50% plans, preliminary specifications and a preliminary engineer's estimate of construction cost. The plans will include all water main and services improvements, as well as any needed asphalt overlay and striping plans, as applicable

We will provide the District with three (3) sets of full size plans, preliminary specifications and a preliminary engineer's estimate of probable construction costs. We will include submittals to the County and utility providers to ensure their respective facilities are accurately shown on the plans.

Task 7 – 90% PS&E

Following the District's review of the 50% submittal, we will prepare the 90% PS&E submittal. The submittal will address all comments on the 50% submittal and will essentially be a comprehensive design package. The plans will include details for all improvements. The specifications will be complete. The 90% submittal will include three (3) sets of full-size plans, specifications and an engineer's cost estimate. Also included in this submittal will be roadway improvement limits and the proposed repair methods based on coordination with the County.

At the 90% complete stage, we will also make a submittal to the County for the encroachment permit.

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 - Final PS&E

Following the review of the 90% submittal, Coastland will prepare the final construction drawings, specifications and estimate. We will provide a 100% submittal to the District for a final review to verify comments have been addressed prior to producing the final bid documents. Upon final District review, we will provide stamped and signed drawings and specifications for bidding purposes. We will provide the District with two (2) hard copy sets of the final bid documents as well as an electronic copy in PDF format.

Task 9 –Bid Support

Coastland will provide the Notice to Bidders to the District for advertisement in local papers. We will also reproduce and distribute the construction documents to local plan rooms and contractors. During the bidding process, we will answer any questions that may arise and maintain a phone log of inquiries. We will prepare any addenda that may be necessary. Coastland will also conduct the bid opening, tabulate results and review the apparent low bidder's bid package. As part of the bid review we will ensure the contractor is in good standing with the State Contractor's Licensing Board, verify that the prime contractor and all subcontractors are duly licensed with the Department of Industrial Relations, and verify necessary bonds are provided.

Once the review of the bid has been completed we will prepare a bid summary and forward it to the District with our recommendation for bid award. Please note that the time associated with this task does not include any time necessary for bid protests. If a bid protest is issued by any of the other bidders, we can provide this as extra service on a time and materials basis, as the time necessary to process the protest is unknown.

OPTIONAL TASKS

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

- Geotechnical investigations.
- Boundary survey/right of way determination

- Permitting fees.
- Potholing of utility locations, associated survey or coordination.
- Public participation efforts.
- Meetings beyond those noted above.
- Specific species surveys.
- Permit applications with state and federal agencies
- Construction Management and Inspection services
- Construction staking to be provided by contractor.

SCHEDULE

We understand the District's goal is to have these projects constructed next construction season if funding is secured. After assessing the project site, discussing the project with District staff, and considering our specific approach to this project, we estimate we will be able to complete the design portion of the project in 8 months and get it to bid in the spring of 2021, assuming no major changes in the scope of work described herein.

WORK ESTIMATE - DESIGN

Based on our scope of work, we are proposing that the design services associated with this project be completed for a not-to-exceed amount of $144,900 (see attached Work Estimate). The amount quoted is assuming that all of the work for this project will fall under the scope of work as previously described. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.

Please also note that in the not-to-exceed amount, we have included an estimated amount of $1,777 for reimbursable expenses (i.e. printing, plotting, mileage, final mylars, copies and binding). These reimbursable costs will be billed at cost plus 15%.

We appreciate the opportunity to serve the District in completing this work. If you have questions or need a change to the proposed scope of work please contact John Wanger or me at your earliest convenience.

Sincerely,

Heidi E. Utterback

Heidi Utterback, P.E.
Supervising Engineer, Principal

cc: John Wanger
Enclosures: Work estimates

DESIGN WORK ESTIMATE

FY 2021 CIP Project	Proposal for Engineering Services	Sweetwater Springs Water District

Task Information		Project Role & Rate									
	TASK	Supv. Engr	QA/QC	Sr. Engr.	Asst. Engr.	Sr. CAD Designer	Const. Mgr.	Admin	TOTAL HOURS	TOTAL FEE	NOTES
		$195	$195	$160	$140	$140	$165	$90			
1	**MEETINGS WITH DISTRICT**										
	Kick off Meeting (1)	4		4					8	$1,420	
	Design Progress Meetings (3)	12		12					24	$4,260	
	Subtotal								**32**	**$5,680**	
2	**BACKGROUND INFORMATION**										
	Background Information			2	4	8			14	$2,000	
	Field Review	6		6					12	$2,130	
	Photo Log			4					4	$640	
	Subtotal								**30**	**$4,770**	
3	**COORDINATE WITH AGENCIES**										
	Coordination with County/SCWA/RWQCB	6		16	6	8			36	$5,690	
	Coordinate with Water Board (DHS)	2		4		2			8	$1,310	
	Coordinate with Utility Companies			2	6	12			20	$2,840	
	Subtotal								**64**	**$9,840**	
4	**TOPOGRAPHICAL SURVEY**										
	Topographical Survey								0	$35,662	CPI
	Coordinate w/ surveyor	2				4			6	$950	
	Subtotal								**6**	**$36,612**	
5	**ENVIRONMENTAL**										
	CEQA/NEPA								0	$25,972	WRA
	Coordinate w/environmental consultant	2		4		4			10	$1,590	
	Subtotal								**10**	**$27,562**	
6	**50% IMPROVEMENT PLANS, SPECIFICATIONS & ESTIMATE**										
	Improvement Plans	6		16	8	88			118	$17,170	
	Preliminary Specifications	2		4	6			1	13	$1,960	
	Preliminary Cost Estimate	2		2		8			12	$1,830	
	QC Review		4				4		8	$1,440	
	Subtotal								**151**	**$22,400**	
7	**90% IMPROVEMENT PLANS, SPECIFICATIONS & ESTIMATE**										
	Improvement Plans	4		12	6	64			86	$12,500	
	Specifications	2		4	6			1	13	$1,960	
	Cost Estimate	1		2		8			11	$1,635	
	QC Review		4				4		8	$1,440	
	Subtotal								**118**	**$17,535**	
8	**FINAL PLANS, SPECIFICATIONS & ESTIMATE**										
	Improvement Plans	4		8	4	40			56	$8,220	
	Specifications	2		2	4			1	9	$1,360	
	Cost Estimate	1		2		6			9	$1,355	
	QC Review		4				4		8	$1,440	
	Subtotal								**82**	**$12,375**	
9	**BID SUPPORT**										
	Bid Admin/Questions	4		6	4			8	22	$3,020	
	Addenda (1)	2		4	2	4		2	14	$2,050	
	Bid Opening	2							2	$390	
	Bid analysis/recommendation	2		2				2	6	$890	
	Subtotal								**44**	**$6,350**	
	Direct Costs (repro, mileage, etc.)									**$1,777**	
	Total Design Cost	**68**	**12**	**118**	**56**	**256**	**12**	**15**	**473**	**$144,900**	

ORIGINAL

SWEETWATER SPRINGS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
CAPITAL IMPROVEMENT PROJECT FOR FY2020-2021

AGREEMENT

This Agreement is made and entered into this __ day of July 2020, 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 of Capital Improvement Program (CIP) construction project for FY 2021; and

WHEREAS, Consultant represents 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 July __, 2020 by Resolution No. 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 of Capital Improvement Program (CIP) construction project for FY 2021. 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 July __, 2020 and expire on December 31, 2021 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 a not to exceed amount of $144,900 for the design portion of the work, 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, because this 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, 2021 (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, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors..

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 John Wanger. 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:

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

Any written notice to District shall be sent to:

Ed Fortner
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 ___ day of July, 2020.

DISTRICT

By: _____

Its: General Manager

ATTEST:

By: _____
Julie Kenny, Clerk of the Board

CONSULTANT

By: _____

Its: Chief Executive Officer

By: _____

Its: Chief Financial Officer

APPROVED AS TO FORM:

By: _____
District General Counsel

Exhibits: Exhibit A – Coastland Proposal

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK - DESIGN

Task 1 – Meetings with District

Immediately after the Notice to Proceed is issued by the District, Coastland will schedule a kick-off meeting with District staff to gather all background information and complete a thorough site review with District Staff to ensure we are aware of all project goals and constraints. Included in this task will be one (1) project kick-off / pre-design meeting to discuss project goals and coordination efforts and three (3) progress design review meetings.

Task 2 – Background Information

We will assemble all of the available District, County and Sonoma County Water Agency information. We will conduct a field review the project area to assess existing site characteristics and general site conditions, identify existing utilities and take digital photos. Our site review will enable us to identify any unusual or special conditions that may affect the project design or construction.

Task 3 – Coordinate with Agencies

We will 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, Comcast, Ferrell Gas, Sonoma County (storm drain and retaining walls), and the Sonoma County Water Agency (sanitary sewer) informing them of the project and requesting their facility drawings. Due to the proximity of the existing sewer main throughout the project, we also anticipate coordination with the State Water Board to obtain waivers for horizontal separation distances between the existing sewer and new water lines.

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. In addition to the agencies listed above we will prepare a submittal to the fire chief at the Russian River Fire District for review of the proposed fire hydrant locations.

As part of our background research for this proposal, we reviewed the State's Geotracker website to determine if any area within or adjacent to the project has known areas of soil or groundwater contamination. Per our research, the property at 14058 Armstrong Woods Road (approximately 250' south of the Armstrong Woods Rd-Woodland Dr intersection) is a cleanup site for a leaking underground storage tank (LUST). The records show that 3 underground storage tanks were removed in 2000 and monitoring wells were installed. The cleanup status for the site is listed as "open-remediation". Accordingly, we will coordinate with the Regional Water Quality Control Board for any special provisions that need to be included with the CIP PS&E documents (i.e. provisions in the project specifications regarding how to handle contaminated soil, if encountered).

For work proposed within the County right-of-way, we will coordinate with the County PRMD to obtain an Encroachment Permit. We have included time for coordination via email and phone conversations, as well as a one in office meeting with the County PRMD.

Task 4 – Topographical Survey

Cinquini & Passarino (CPI) will be a subconsultant to Coastland and will complete a topographic survey to support the design efforts for this project. Topographic survey will include all necessary work to produce a topographic map, including features such as, but not limited to; building corners and elevations , edge

pavement, water meters, sewer cleanouts, valves, manholes (including rim, invert and pipe information) , utility markings on the pavement, utility poles, driveway and doorway locations, sidewalks, trees four (4) inches and larger, retaining wall or decorative walls, and any other pertinent information that could apply to the project during design.

Topographic survey will be provided on North American Vertical Datum of 1988 as established by GNSS observations and horizontally relate to California Coordinate System of 1983, Epoch 2017.50.

Topographic surveys will be performed within the apparent public right-of-way throughout the project reach. A boundary survey is not included within this scope of work

Task 5 – Environmental

WRA will be a subconsultant to Coastland to complete the CEQA and NEPA environmental clearance efforts. The District will serve as the CEQA Lead Agency and HUD will serve as the NEPA Lead Agency. WRA will perform the following tasks:

CEQA Categorical Exemption

Pursuant to CEQA, WRA, Inc. (WRA) anticipates that the project can qualify for a CEQA Categorical Exemption (e.g., CEQA Guideline Section 15301 – Existing Facilities, and 15302 – Replacement or Reconstruction) and that a CEQA Initial Study/Negative Declaration will not be required. WRA will prepare a CEQA Notice of Exemption (NOE) for the project which describes the construction and operational characteristics of the project and its CEQA exemption status. The NOE will include an Addendum that will provide the rationale for the application of the Categorical Exemption based on the project description and Article 19 of the CEQA Guidelines (Categorical Exemptions). The Addendum will also explain why the project does not meet any applicable exceptions to Categorical Exemptions. The NOE will then be filed with the Sonoma County Clerk. Projects that are categorically exempt from CEQA are not subject to the California Department of Fish and Wildlife (CDFW) CEQA filing fee, and do not require a CDFW "no effect" determination (Cal Code Regs., tit. 14, §§ 15260 -15333; Fish & Game Code § 711.4, subd. (d)(1)). One round of review of the Categorical Exemption and Addendum by Coastland and the District is assumed.

Preparation of HUD Environmental Review Categorical Exclusion Form

WRA will prepare a draft of HUD's Categorical Exclusion Form pursuant to 24 CFR Part 58.35(a). With Coastland's assistance, WRA will address project description and preliminary design information questions in the Categorical Exclusion Form. The Categorical Exclusion Form will confirm the project's compliance with 24 CFR §50.4 and §58.6 Laws and Authorities, including: airport hazards, coastal barrier resources, flood insurance, clean air, coastal management zone, contamination and toxic substances, endangered species, explosive and flammable hazards, farmlands protection, floodplain management, historic preservation, noise abatement and control, sole source aquifers, wetlands protection, wild and scenic rivers, and environmental justice. The Categorical Exclusion Form will be supported by the Cultural Resources Report described below. No other technical reports are included in this scope of work. One round of review of the Categorical Exclusion Form and supporting information by Coastland and the District is assumed.

Cultural Resources Report

WRA has retained Alta Archaeological Consulting (ALTA) out of Santa Rosa to prepare the cultural resources survey. As the project is receiving funding it must comply with federal requirements of NEPA and Section 106 of the National Historic Preservation Act. The scope of work includes four tasks: (1) records research; (2) Native American consultation; (3) field survey; and (4) preparation of an Archaeological Survey Report(s).

<u>Records Search</u>

ALTA will perform a records search at the California Historical Resources Information System, Northwest Information Center (NWIC). The NWIC is the primary repository for cultural resources information that covers an 18-county area including Sonoma County. The purpose of archival research is to identify any previously conducted archaeological surveys or known archaeological sites located on the subject properties and within a one-half mile radius of the project area(s). In addition, ethnographic and historic literature will be reviewed to create background contextual information relevant to the project area.

Native American Consultation

ALTA will consult with the Native American Heritage Commission (NAHC) to request a review the Sacred Lands Files for any resources that may be present within the project area(s) and to provide a list of local Native American tribes. ALTA will contact in writing Native American groups or individuals identified by the NAHC to inform them of the proposed project and to solicit their concerns about the undertaking. Comments and information provided by the Native American community and government agencies will be provided in the draft and final reports.

Field Inventory

ALTA staff will conduct an on-site field reconnaissance of the project area. The project area will be intensively examined for cultural resources. A complete inventory entails systematic pedestrian examination of the ground surface. In accordance with established standards, field reconnaissance will be conducted using transects spaced no more than 20 meters apart. Transect interval spacing will be reduced in areas depending upon the sensitivity or the parcel. No artifacts will be collected as part of this reconnaissance. The field crew will maintain daily field notes and the findings will be made available immediately following the field investigation.

All archaeological resources identified within the project area will be recorded using the standard State of California Department of Parks and Recreation Archaeological Site Forms. A cultural resource shall have a minimum age of 45 years. As cultural resources are located during survey, approximate boundaries will be delineated and the location of the resource plotted on topographic maps. Site boundaries will be identified based on the surface extent of cultural materials and/or features. Global Positioning System (GPS) mapping of each site location will be undertaken. Site recordation will include site and feature mapping, completing of site record forms, and photography. All photographs will be done in a digital format. An evaluation of the impact agents and site condition will be noted for each site in the project area. As appropriate, a limited narrative will be provided to further describe the nature, extent, and location of resources.

Archaeological Survey Report

ALTA will prepare an Archaeological Survey Report (ASR) in accordance with the standard guidelines in Archaeological Resource Management Reports (1990). The ASR will include a summary of the identification efforts undertaken in the study, consultation with agencies and local governments, provide a summary of archaeological methods and findings, and make preliminary recommendations for appropriate treatment and/or evaluation of resources. The archaeological survey report will be sufficient to satisfy Federal regulatory requirements including the Section 106 of the National Historic Preservation Act and state requirements defined in CEQA.

Task 6 –50% PS&E

Following our background research, utility coordination, survey and field review, we will develop preliminary design documents for the water line and service replacement. We will prepare a 50% PS&E submittal package which will include 50% plans, preliminary specifications and a preliminary engineer's estimate of construction cost. The plans will include all water main and services improvements, as well as any needed asphalt overlay and striping plans, as applicable

We will provide the District with three (3) sets of full size plans, preliminary specifications and a preliminary engineer's estimate of probable construction costs. We will include submittals to the County and utility providers to ensure their respective facilities are accurately shown on the plans.

Task 7 – 90% PS&E

Following the District's review of the 50% submittal, we will prepare the 90% PS&E submittal. The submittal will address all comments on the 50% submittal and will essentially be a comprehensive design package. The plans will include details for all improvements. The specifications will be complete. The 90% submittal will include three (3) sets of full-size plans, specifications and an engineer's cost estimate. Also included in this submittal will be roadway improvement limits and the proposed repair methods based on coordination with the County.

At the 90% complete stage, we will also make a submittal to the County for the encroachment permit.

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 - Final PS&E

Following the review of the 90% submittal, Coastland will prepare the final construction drawings, specifications and estimate. We will provide a 100% submittal to the District for a final review to verify comments have been addressed prior to producing the final bid documents. Upon final District review, we will provide stamped and signed drawings and specifications for bidding purposes. We will provide the District with two (2) hard copy sets of the final bid documents as well as an electronic copy in PDF format.

Task 9 –Bid Support

Coastland will provide the Notice to Bidders to the District for advertisement in local papers. We will also reproduce and distribute the construction documents to local plan rooms and contractors. During the bidding process, we will answer any questions that may arise and maintain a phone log of inquiries. We will prepare any addenda that may be necessary. Coastland will also conduct the bid opening, tabulate results and review the apparent low bidder's bid package. As part of the bid review we will ensure the contractor is in good standing with the State Contractor's Licensing Board, verify that the prime contractor and all subcontractors are duly licensed with the Department of Industrial Relations, and verify necessary bonds are provided.

Once the review of the bid has been completed we will prepare a bid summary and forward it to the District with our recommendation for bid award. Please note that the time associated with this task does not include any time necessary for bid protests. If a bid protest is issued by any of the other bidders, we can provide this as extra service on a time and materials basis, as the time necessary to process the protest is unknown.