SWEETWATER SPRINGS WATER DISTRICT

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

FROM: Ed Fortner, General Manager

Meeting Date: November 7, 2019

Subject: Lower Harrison Tank Project

RECOMMENDED ACTION:

Receive report from the General Manager. Discussion and possible action.

FISCAL IMPACT:

None

DISCUSSION:

At the October 3rd Board meeting, there was an update by the GM related to subsidence issues on the bank near the Lower Harrison Tank and the project to repair the issue. Coastland Engineering has sent us a proposal for engineering services for $46,511.00. Locates have been completed, surveying has been completed, and Geotech is scheduled. The design will be completed by late November, and an Emergency resolution that includes construction costs will be brought before the Board in December to allow expedited construction. Depending on rain and weather conditions, the project will be completed by the Spring of 2020.

RESOLUTION 19-13

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE LOWER HARRISON TANK DRIVEWAY RETAINING WALL PROJECT WITH COASTLAND ENGINEERING INC. (COASTLAND) FOR PURPOSES OF COMPLETING A DESIGN, AND AUTHORIZING THE GENERAL MANAGER TO SIGN

WHEREAS, The District has contracted with Coastland Engineering for the design and construction management services for several CIP projects that have been completed successfully; and

WHEREAS, the District wishes to expedite the project under Emergency status; and

WHEREAS, Coastland is the best placed engineering 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 Counsel has reviewed and approved the agreement

NOW, THEREFORE, BE IT RESOLVED, that:

1. The Agreement for Engineering Services for the Lower Harrison Water Tank Driveway Retaining Wall Project with Coastland, a copy of which is attached hereto as Exhibit A, is hereby approved in the sum of $46,511; 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 November 7, 2019, by the following vote:

Director	**Aye**	**No**
Sukey Robb-Wilder	_____	_____
Tim Lipinski	_____	_____
Richard Holmer	_____	_____
Pip Marquez de la Plata	_____	_____
Gaylord Schaap	_____	_____

_____
Tim Lipinski
President of the Board of Directors

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

ATTACHMENT A
SWEETWATER SPRINGS WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this ___ day of October 2019, 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 the Lower Harrison Water Tank Driveway Retaining Wall; 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 _____, 2019 by Resolution No. _____ 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 the Lower Harrison Water Tank Driveway Retaining Wall project. 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 __, 2019 and expire on May 31, 2020 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 $46,511, (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 May 31, 2020 (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 counsels. 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:

Coastland Civil 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 ___ day of October, 2019.

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

1738805.1

EXHIBIT 'A'

COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

October 16, 2019

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 Lower Harrison Tank Driveway Retaining Wall

Dear Ed,

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

Project Background/Understanding

Last winter a slip out occurred along the edge of the driveway that accesses the Lower Harrison Water Tank off Monte Vista Terrace in Monte Rio. The water tank and driveway are located adjacent to a drainage ditch with steep side slopes. Based on observations during our site visit on September 5, 2019 with you and our geotechnical consultant, RGH, it was decided that a soldier beam and lagging retaining wall will be constructed along the outer edge of the driveway to repair the slip out area. Additionally, there will also need to be some pavement repair as part of the improvements. We understand the District has classified this project as an emergency project and is anticipated to be categorically exempt from CEQA.

For purposes of this proposal we have assumed the retaining wall construction will not require a building or grading permit with Sonoma County PRMD. During the design process we will coordinate with PRMD and determine if a building and/or grading permit will be required. If a building or grading permit through Sonoma County PRMD is required, we will provide the District with a separate scope and fee for these design efforts for the District's consideration.

Based on our understanding of the project and our site meeting with the District we propose the following scope of work:

SCOPE OF WORK

Task 1 – Meetings with District

Following the Notice to Proceed issued by the District, we will conduct a project kick-off meeting with the District staff to discuss project details, goals and to coordinate efforts. Also included is this task are two (2) progress review meetings.

Task 2 – Background Information

We will assemble all of the available District and County background information pertaining to the project including base maps, as-built drawings, and any additional pertinent information for the project.

Coastland has already conducted one preliminary site review for the purpose of preparing this proposal. Our goal is to further analyze existing site characteristics through a detailed site review, take digital photos and observe existing conditions so we will be able to identify any unusual or special condition that may affect the project design or construction.

We understand there are no known gas facilities within the project area and the electric and phone facilities are overhead lines. The District will contact USA for mark outs of the existing facilities within the project area. Our surveyor will pick up any USA markings as well as the utility poles and other above ground utility appurtenances as part of their topographic field survey.

Task 3 – Surveying

Our surveying subconsultant, Cinquini & Passarino (CPI), will complete a topographic survey of driveway and slip out area to support the design efforts for this project. Topographic survey coverage area will include cross sections of driveway and slip out area as well as some shots along the outside of the water tank. Topographic survey may include features such as, but not limited to; edges of pavement, fences, striping and pavement markings, utility poles, meter boxes, valve boxes, overhead wires, trees six (6) inches and larger, sanitary sewer and storm drain facilities including inverts, subsurface utilities marked or found, and any other pertinent information that could apply to the project during design.

Topographic survey will be provided on an assumed vertical datum and the topographic map will horizontally relate to an assumed horizontal datum. No boundary surveying should be necessary for this project and therefore not included within this scope of work.

Task 4 – Geotechnical Engineering

Coastland's geotechnical subconsultant, RGH, will conduct a surficial reconnaissance of the site and explore the subsurface conditions in the area of the proposed retaining wall by drilling two borings on the order of 15 to 25 feet deep using a portable auger rig. RGH will locate and log the borings and obtain bulk and relatively undisturbed samples for visual examination, classification, and laboratory testing.

Selected samples representative of the material types encountered will be laboratory tested to determine certain characteristics pertinent to their analysis. These may include moisture content, dry density, shear strength and classification (Atterberg Limits and percent of silt and clay).

Based on the geologic literature review and analysis of the field and laboratory work, RGH will prepare a geotechnical report that includes the following information:

- A brief description of soil, bedrock and groundwater conditions observed during their study;
- A discussion of seismic hazards that may affect the proposed improvements;
- Seismic design criteria per guidelines in the 2016 California Building Code;

- Specific conclusions and recommendations concerning:
  - Primary geotechnical engineering concerns and mitigating measures, as applicable;
  - Lateral forces for retaining wall design;
  - Foundation design criteria and settlement behavior;
  - Retaining wall backfill and drainage requirements;
  - Preliminary pavement sections based upon experience with similar projects and soils,
  - Geotechnical engineering drainage improvements;
  - Supplemental geotechnical engineering services

Task 5 – 75% PS&E Documents

Following our background research, topographic survey, geotechnical investigation and field review, we will prepare 75% plans, specifications and estimate (PS&E). The PS&E submittal will include all retaining wall improvements, as well as any needed paving repair 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 also coordinate with Sonoma County PRMD for building and grading permit requirements. If a building or grading permit through Sonoma County PRMD is required, we will provide the District with a separate scope and fee for these design efforts for the District's consideration.

Task 6 – Final PS&E Documents

Following the review of the 75% submittal, Coastland will prepare the 100% plans, specifications and estimate. We will also address any PRMD building permit review comments and include with the final documents. We will provide a final electronic (PDF) submittal to the District for a final review to verify comments have been addressed prior to producing the final bid documents. We will also provide Sonoma County PRMD with final submittal documents for the building permit. Upon final District review, we will prepare 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 7 – Bidding Assistance

Coastland will provide the Notice to Bidders for the District to advertise in local papers. We will 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 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.

Exceptions to Scope of Services

The following work is not included in our proposal; however, Coastland would be pleased to provide these services if the City desires:

- Environmental Clearances.
- Boundary survey/right of way determination
- PRMD Building and Grading Permit efforts.
- Potholing of utility locations, associated survey or coordination.
- Public participation efforts.
- Meetings beyond those noted above.
- Construction Management and Inspection (an estimate of this can be provided once the bid documents have been finalized).

Project Schedule

We understand the District would like to move forward with the design as soon as possible. Coastland is committed to allocating appropriate level of staff to meet the completion goals of the project. We will work closely with the District to meet the desired goals.

Estimated Cost

Based on our scope of work, we are proposing that the services associated with this project be completed for a not-to-exceed amount of $46,511. 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 note that in the not-to-exceed amount, we have included an estimated amount of $600 for reimbursable expenses (i.e. mileage, printing, plotting, etc.). These reimbursable costs will be billed at cost plus 15%.

Items shown with a red strikethrough on the attached work estimate indicate those items that have been deleted from our original proposal.

Sincerely,

Heidi E. Utterback

Heidi Utterback, P.E.
Supervising Engineer, Principal

cc: John Wanger

Enclosures: Work estimate

DESIGN WORK ESTIMATE

Lower Harrison Water Tank Driveway Retaining Wall	Proposal for Professional Engineering Services						Sweetwater Springs Water District		
Task Information	**Billing Classification & Rate**						**Hours & Cost**		
TASK	Supervising Engineer $195	Senior Engineer $160	Assistant Engineer $140	CAD Designer $160	Admin $90	Construction Manager $165	TOTAL HOURS	TOTAL FEE	NOTES
1 MEETINGS WITH DISTRICT									
Kick off Meeting (1)	4	4					8	$1,420	
Design Progress Meetings (2)		6					6	$960	
Subtotal							**14**	**$2,380**	
2 BACKGROUND INFORMATION									
Background Information		2	2				4	$600	
~~Utility Coordination~~		~~2~~	~~4~~	~~2~~			~~8~~	~~$1,200~~	
Subtotal							**12**	**$1,800**	
3 SURVEYING									
Topographic Survey							0	$3,766	CPI
Coordinate with subconsultant		2		4			6	$960	
Subtotal							**6**	**$4,726**	
4 GEOTECHNICAL ENGINEERING									
Geotechnical Engineering								$10,925	RGH
Coordinate with subconsultant		4	2				6	$920	
Subtotal							**6**	**$11,845**	
5 75% PS&E									
Plans	4	10	24	40			78	$12,140	
Specifications	1	2	8		1		12	$1,725	
Cost Estimate	1	1	2	1			5	$795	
~~PRMD Building Permit~~	~~1~~	~~6~~	~~8~~	~~4~~			~~19~~	~~$2,915~~	
QC Review	4	4				2	10	$1,750	
Subtotal							**124**	**$19,325**	
6 100% PS&E									
Plans	1	4	8	16			29	$4,515	
Specifications	1	2	6		1		10	$1,445	
Cost Estimate		1	2	1			4	$600	
~~PRMD Building Permit~~	~~1~~	~~4~~	~~2~~	~~4~~			~~11~~	~~$1,755~~	
QC Review	2	2				2	6	$1,040	
Subtotal							**60**	**$9,355**	
7 BIDDING ASSISTANCE									
Bidding Support	2	4	2	2	8		18	$2,350	
Subtotal							**18**	**$2,350**	
Direct Costs (repro, mileage, etc.)								**$600**	
Total Design Cost	20	48	56	64	10	4	202	$46,511	