# SWEETWATER SPRINGS WATER DISTRICT

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

**FROM:** Ed Fortner, General Manager

---

**Meeting Date: October 1, 2020**

**SUBJECT: Coastland Engineering Master Professional Services Agreement**

---

**RECOMMENDED ACTION:** Receive report from the General Manager. Approve Master Professional Services Agreement with Coastland Engineering.

**FISCAL IMPACT:** N/A

**DISCUSSION:**

At the September 3rd Board meeting, the Board was briefed on the potential Master Professional Services Agreement with Coastland Engineering. This Agreement is proposed to facilitate more efficient administration of more minor tasks and activities of Coastland work for the District. The cost estimate of the Lower Harrison Tank project is an example of that work. In an effort of complete transparency, each of these tasks would have a task order issued. These task orders would come before the Board for review. The work would flow more smoothly and with less cost than establishing a separate contract for each of these more minor tasks. Major projects such as CIPs would require separate contracts with Coastland (or any other consultant). Our legal counsel has reviewed and approved the Agreement. I recommend the Board approve this Agreement.

# RESOLUTION 20-22

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SWEETWATER SPRINGS WATER DISTRICT APPROVING THE MASTER PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND ENGINEERING INC. FOR GENERAL ENGINEERING SERVICES, AND AUTHORIZING THE GENERAL MANAGER TO SIGN

**WHEREAS**, Sweetwater Springs Water District has successfully contracted with Coastland Engineering for Design, Planning, and Construction for many Capital projects over the last decade; and

**WHEREAS,** the District has worked with Coastland for smaller Engineering tasks; and

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

**WHEREAS,** Coastland Engineering will not be the sole Engineering Company with which the District contracts; and

**WHEREAS,** Coastland Engineering will issue individual task orders for each approved task within the procurement limits of the General Manager; and

**WHEREAS,** The General Manager will bring each task order before the Board for review; and

**WHEREAS,** staff has reviewed this Master Services Agreement 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 Master Professional Services for General Engineering Tasks with Coastland Engineering, a copy of which is attached hereto as Exhibit A, is hereby approved; and

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

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

SPRINGS WATER DISTRICT, Sonoma County, California, at a meeting held on October 1, 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

**SWEETWATER SPRINGS WATER DISTRICT**
**ON-CALL PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 2020 ("**Effective Date"**) by and between Sweetwater Springs Water District, hereinafter referred to as "**District**", and Coastland Civil Engineering Inc., hereinafter referred to as "**Consultant**."

## RECITALS

**WHEREAS**, the District requires assistance with specialized engineering matters regarding its water, reclaimed water, and wastewater systems; and

**WHEREAS**, District desires to contract for such services with a private consultant; 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**, District wishes to retain Consultant for the performance of such services;

**NOW, THEREFORE**, in consideration herein stated, the Parties hereto agree as follows:

## 1. DESCRIPTION OF SERVICES

A. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide on-call consulting services to District for engineering matters relating the District's water (herein referred to as the District's utilities.) The Scope of Services may include, but not be limited to, attending meetings, answering questions relating to the District's utilities, assistance with drafting resolutions and/or ordinances, consultation regarding maintenance of the utilities, base mapping, modeling, evaluating the capacity of the systems to accommodate additional or new uses, evaluating and/or recommending changes to customer rates and charges, condition assessment and design of facilities improvements, oversight of other consultants, checking plans submitted to the District, construction management, construction observation, project management and other tasks as may be assigned ("**On-call Services**"). Consultant shall provide On-call Services at the time and place and in the manner specified by the respective task order ("**Task Order**"). In the event of a conflict in or inconsistency between the terms of this Agreement and any executed Task Orders, the Agreement shall prevail.

B. Prior to execution of a Task Order, the District shall request a Task Order Scope Proposal from the Consultant. Consultant shall provide the District with a Task Order Scope Proposal, and if satisfactory, the District and Consultant shall execute a Task Order. Upon an executed Task Order, Consultant shall perform the services listed in the Task Order and in a manner consistent with this Agreement.

C. For work associated with facilities design, special studies, base mapping, system computer modeling, construction management, construction observation and any other special projects falling outside of On-call Services, Consultant shall provide separate scopes of work and related fees as may be requested by the District on a project-by-project basis ("**Special**

**Projects**”). The Special Projects shall be separately approved as amendments to this Agreement.

## 2. TERM

The Agreement term will commence on the Effective Date and expire on _____, unless the Agreement term is amended, or the Agreement is terminated in accordance with its terms.

## 3. PAYMENT TERMS

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed and executed as needed and provided for in this Agreement. The Consultant shall be paid by the District only for completed On-call Services rendered under each approved individual Task Order. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work stated in the Task Order. In the event of a conflict between this Agreement and Consultant’s proposal, regarding the amount of compensation, this Agreement shall prevail. The payments for completed work under an executed Task Order shall be the only payments from District to Consultant for On-Call Services rendered pursuant to this Agreement.

B. District agrees to pay Consultant for On-call Services on a time and materials basis as per Consultant’s current Schedule of Hourly Rates associated with District Engineering Services, in accordance with this Agreement. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit ___. The hourly rates are subject to adjustment each July 1.

C. For work associated with facilities design, special studies, base mapping, system modeling and any other Special Projects falling outside of On-call Services, Consultant shall provide a separate scope of work and related fees as may be requested by the District on a project-by-project basis.

D. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the District and list amounts to be paid according to the approved Task Order. 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 the District’s Task Order number and/or 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. Consultant shall 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.

## 4. TIME OF PERFORMANCE

Consultant shall commence performance hereunder upon receipt of written direction to proceed on a Task Order from District after the Effective Date. Consultant will continue to provide services to District under an executed Task Order until the work is completed. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be

reasonably necessary to meet the standard of performance provided in Section 7 and to satisfy Consultant's obligations hereunder

## 5. INDEPENDENT CONTRACTOR

Consultant and District agree that 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 for matters required to perform the services upon the prior written approval of the District. The Consultant will be solely responsible for payment of such subcontract services. No contractual relationship will exist between any such subcontractor 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 provide all services required by this Agreement per industry standards and per the manner approved by the District. Consultant will use reasonable care and diligence to comply with applicable federal, state and local laws in the 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 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, desire to reassign 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 government entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such financial 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 expenses, indemnify, defend with counsel acceptable to District, (which acceptance shall 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, 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. <u>INSURANCE</u>

A. Before commencing performance of the Services, Consultant, at its own cost and expense, shall 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 shall 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 term of this Agreement. 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 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 shall, 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 $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 shall, at its sole cost and expense, maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $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 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability on an "occurrence' basis . Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) 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) per claim and $2,000,000 annual aggregate 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 the District. Any modification or

reuse of such documents without Consultant's prior written consent will be at the District's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports, designs, or other documents pertaining to the services without the prior written consent of the District. Consultant's records concerning this Agreement must be retained and available for audit by the District and/or State Auditor for a period of four years following final payment under the Agreement.

## 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:

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

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

3. 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.

4. 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.

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

6. 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. Either party may terminate this Agreement for convenience by giving at least 30 days written notice to the other party specifying the termination effective date. Consultant may continue performance of the services through the date of termination.

B. District may cancel this Agreement at any time and without cause upon written notification to Consultant.

C. Upon termination, District shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not. 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.

D. 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. 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. The District representative for purposes of this Agreement will be its General Manager. The Consultant representative for purposes of this Agreement will be John Wanger, or such other representative designated by Consultant and acceptable to District. The parties designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such 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, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties. 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 shall also govern 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 _____ 2020.

| | |
|---|---|
| DISTRICT:<br>(Sweetwater Springs Water District) | CONSULTANT:<br>(Coastland Civil Engineering, Inc.) |
| By: _____ | By: _____ |

Title: General Manager

By: _____

Title: District Clerk

Address: 17081 Highway 116, Suite B

P.O Box 48

Guerneville, CA 95446-0048

Title: _____

By: John Wanger

Title: CEO

Address: 1400 Neotomas Ave.

Santa Rosa, CA 95405

APPROVED AS TO FORM:

By: _____

Title: District Counsel

Paul W. Wade

CFO

EXHIBITS:

3578051.1