

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: SEPT. 8, 2006

AGENDA ITEM
E-3
SEPT. 13, 2006

NCSD/SANTA MARIA WATERLINE INTER-TIE ENVIRONMENTAL REVIEW

ITEM

Consider amending agreement with Douglas Wood and Associates to authorize additional research on NCSD-Santa Maria Waterline Intertie Project Draft Environmental Impact Report (EIR) and Discuss Process for Completion of Final EIR

BACKGROUND

NCSD and Douglas Wood & Associates (Doug Wood) executed the attached "Draft and Final Environmental Impact Report Consultant Services Agreement" in February 2005, with a "not to exceed expenditure limit of \$113,100". Your Honorable Board on March 22, 2006 amended the agreement to increase the expenditure limit by \$9,500 from \$113,100 to \$122,600 to enable the additional research set forth in the attached agreement amendment. NCSD circulated the Draft EIR in May 2006, and closed the comment period on the Draft EIR on August 16, 2006. NCSD received 16 comments (previously provided to the Board). Upon review of these comments, two major issues emerged -- the implications of growth and the potential impacts of the project on the Santa Maria Groundwater Basin -- that were not adequately defined in the scoping process and not included in Doug Wood's agreement as amended. In order to adequately address the comments on the cumulative impacts of growth issues, Doug Wood has proposed to evaluate a range of impacts including traffic, air quality, and biology assuming future development pursuant to the County of San Luis Obispo General Plan. In order to adequately address the comments on the impacts to the Santa Maria Groundwater Basin, Doug Wood has proposed to consult with Bob Beeby of SAIC to describe the range of possible groundwater level variations resulting from alternative management scenarios. Doug Wood has estimated the cost of these two tasks at \$8,200. Mr. Wood has also asked for a two month extension to assemble the new information. This extension would push back the FEIR Certification date back from November 22, 2006, to January 24, 2007, if there is no re-circulation of the DEIR.

In addition to the additional research described above, staff has evaluated whether or not the development of this new information would obligate NCSD to re-circulate revised sections of the Draft EIR prior to certification of the Final EIR. It is staff's conclusion that the new information in its own right would not trigger a re-circulation, however, if the project were to change significantly, the combination of new project definition and new information could justify re-circulation (See minutes from August 30, 2006, Design and Construction Committee Meeting published in Agenda Item G-1). Your Honorable Board is scheduled to receive Boyle's Pre-Design Report on November 1, 2006, and to consider proposing a preferred project on November 8, 2006, and/or November 22, 2006. Should your Honorable Board revise the project description published in the May 2006 DEIR, you will also need to determine if any such changes will require a recirculation of the DEIR.

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The WIP Design and Construction Committee discussed these two issues at its August 30, 2006 Meeting. The Committee, by consensus, recommended that the Board proceed with the proposed additional research at this time and proceed to respond to all of the comments, but to wait to make a decision on the re-circulation issue until the Board considers Boyle's Pre-design report in November.

RECOMMENDATION

Staff agrees with the Committee's recommendation. Staff believes that the proposed additional tasks are necessary to certify the Final Environmental Impact Report and that it is prudent to wait until November before making a decision on re-circulation. Staff recommends that your Honorable Board approve the amendment, authorize the President to execute the amendment, and direct staff to finalize and file the amendment to the agreement. Should your Board approve this amendment, staff will update the Project Critical Path and Strategic Plan accordingly.

It should be noted that Doug Wood will not be able to attend this Board Meeting. Should the Board wish to interact with Mr. Wood regarding the proposed extension, Mr. Wood has committed to attending your Honorable Board's September 27, 2006 meeting.

ATTACHMENTS

FEB 2005, CONSULTANT SERVICE AGREEMENT
MAR 2006, AMENDMENT

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**Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444**

**CONSULTANT SERVICE AGREEMENT
DOUGLAS WOOD & ASSOCIATES
DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORT**

Exhibit "A" – Scope of Services and Project Schedule to be performed by Consultant

Exhibit "B" – Compensation for Services

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "NCSD" or "District") and Douglas Wood & Associates, a California Corporation (herein referred to as "Consultant"), with reference to the following recitals:

RECITALS

A. NCSD desires to retain a professional environmental consultant to prepare an environmental analysis and documentation pursuant to the California Environmental Quality Act (CEQA) for the City of Santa Maria/Nipomo Community Services District water line intertie and the transfer of water to NCSD.

B. NCSD desires to engage Consultant to provide services by reason of its qualifications and experience in performing such services, and Consultant has offered to provide the required services on the terms and in the manner set forth herein.

C. Consultant represents and warrants that the Scope of Services attached to this Agreement and the Contract Budget is adequate to complete the services identified in the Scope of Services (Exhibit "A").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVES. Michael LeBrun, General Manager at telephone number (805) 929-1133 is the representative of NCSD and will administer this Agreement for and on behalf of NCSD. Doug Wood at telephone number (805) 544-1680 is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

NCSD: Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93412
Attn: Michael LeBrun
Facsimile: (805) 929-1932

CONSULTANT: Douglas Wood & Associates
1461 Higuera Street, Ste. A
San Luis Obispo, CA 93405
Attn: Doug Wood
Facsimile: (805) 544-3067

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. ATTACHMENTS. Attached to this Agreement are the following Exhibits that are incorporated herein by reference.

A. **Exhibit "A"** – Scope of Services and a Project Schedule (herein collectively "Services" or "Scope of Services") to be performed by Consultant. Science Application International Corporation ("SAIC") and Gibson's Archaeological Consulting are sub-contractors to the Consultant.

B. **Exhibit "B"** – Compensation for Services that includes reimbursable expenses.

4. SCOPE OF SERVICES. Consultant agrees to provide the Services and submit deliverables to NCSD in accordance with the Exhibits to the Agreement, subject to the direction of NCSD as provided from time to time. Consultant represents and warrants that the Scope of Services attached to the Agreement and the Not To Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100) are sufficient and complete to provide the Services and submit the deliverables.

5. TERM. Consultant shall commence performance within five (5) days of NCSD's Notice to Proceed and unless otherwise directed in writing by NCSD or unless earlier terminated as provided in this Agreement, shall complete performance and make deliverable as provided in the Exhibits to this Agreement

6. COMPENSATION OF CONSULTANT.

A. Consultant will be paid for the Scope of Services provided to NCSD on a time and material basis in accordance with the Project Schedule set forth in Exhibit "A" subject to the Not to Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100).

B. Consultant shall submit invoices no more often than monthly for Services performed and Reimbursable Expenses incurred. Each invoice shall identify the person providing the service, the services performed, the amount of time spent on performing the services and the corresponding task. Additionally, each invoice shall reflect the percentage of completion of each task and the remaining budget ("Not to Exceed Amount").

C. Reimbursable cost for services included in the Not To Exceed amount shall be itemized on invoices.

D. NCSD shall review each invoice submitted by Consultant to determine whether it accurately reflects the Services performed and Reimbursable Expenses incurred in compliance with the provisions of this Agreement. In the event no charges or expenses are disputed, the invoice shall be approved and paid within sixty (60) days of receipt of the invoice. In the event NCSD disputes any charge or expenses, it shall return the original invoice to Consultant for correction and resubmission, however, the undisputed amount shall be paid as indicated above.

E. NCSD shall not pay Consultant more than the Not-to-Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100) without the prior written authorization of the NCSD Board of Directors.

F. Payment to Consultant shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services.

G. Payment of an invoice by NCSD shall not constitute acceptance of defective Services, and NCSD's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of NCSD's right to:

1. Require Consultant to correct such work or billings; or
2. Seek any other legal remedy.

H. NCSD may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect NCSD from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Consultant to make payments properly to its employees or

sub-consultants; or (5) Consultant's failure to adhere to the Project Schedule or to achieve sufficient progress with the Services such that Consultant is unlikely to achieve timely completion.

7. INTENTIONALLY OMITTED

8. EXTRA SERVICES.

A. Should Consultant propose to provide services that it considers to be beyond the Services set forth in this Agreement, Consultant shall present a written request for consideration of compensation for additional services to the NCSD. The NCSD Contract Administrator will make due consideration of the request for compensation for additional services. Consultant shall not provide additional services until Consultant has received written approval from NCSD. Should Consultant elect to proceed prior to receiving prior written approval by NCSD for additional services, the Consultant does so at Consultant's own risk and with the understanding that it may receive no additional compensation.

B. Should NCSD request Consultant to provide services that are beyond the Services set forth in this Agreement, Consultant shall provide the NCSD with a written proposal for additional services. The NCSD will make due consideration of the proposal. Consultant shall not provide additional services until Consultant has received written approval from NCSD to perform the same. Should Consultant elect to proceed prior to receiving written approval by NCSD for additional services, the Consultant does so at Consultant's own risk and with the understanding that it may receive no additional compensation.

9. STATUS OF CONSULTANT.

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of NCSD. Consultant shall have no authority to bind NCSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against NCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by NCSD.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither NCSD, nor any elected or appointed boards, officers, officials, employees or agents of NCSD, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of NCSD.

C. Neither Consultant, nor any of Consultant's officers, employees, subcontractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to NCSD's employees. Consultant expressly waives any claim Consultant may have to any such rights.

10. PERFORMANCE STANDARDS.

A. Compliance with laws. Consultant shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with all NCSD, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Scope of Services, and the Agreement, provided, however, that any change in ordinance, regulation, or statute, that occurs subsequent to the execution of this Agreement, that significantly affects the cost or schedule of the Services may be brought to the attention of NCSD as a request for extra services. If NCSD agrees that there is a significant change required in the Services on account of the change, NCSD and Consultant shall negotiate a mutually agreeable adjustment to the schedule and/or compensation. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether NCSD be a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and NCSD. Except as provided above, any corrections to Consultant's Services which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at Consultant's expense.

B. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses necessary to perform the Services required under this Agreement. Consultant shall perform all such Services in the manner and according to the standards observed by professionals experienced in preparing environmental studies and draft and final Environmental Impact Reports for projects with the complexity and size of the NCSD's proposed project and the Scope of Services. All documents and services of whatsoever nature that Consultant delivers to NCSD pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in preparing environmental studies and draft and final Environmental Impact Reports for projects with the complexity and size of the NCSD's project and the Scope of Services. Consultant shall promptly correct or revise any errors or omissions at NCSD's request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement

C. Professional Seal. Consultant shall have documents stamped by registered professionals, at Consultant's cost when required by prevailing law, usual and customary professional practice, by NCSD, or by any governmental agency having jurisdiction over the Project.

11. FAMILIARITY WITH SERVICES TO BE PERFORMED. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed; (b) has carefully considered how the services should be performed; (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement; and (d) that the “not to exceed amount” is adequate for the Services to be performed by Consultant.

12. TAXES. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

13. CONFLICT OF INTEREST. Consultant covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Consultant has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of NCSD or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the NCSD in the performance of the Services.

14. RESPONSIBILITIES OF NCSD. NCSD shall provide all information reasonably necessary by Consultant in performing the services provided herein.

15. OWNERSHIP OF DOCUMENTS. All reports, documents, drawings, photographs, videotape, specifications, data, and other instruments of professional service, in paper and electronic form, whether in draft or final, prepared by Consultant during the performance of this Agreement (the “Documents”) shall be and become the property of NCSD. Consultant shall deliver the Documents to the NCSD promptly upon completion of the Services or termination of this Agreement, for any reason, whichever shall occur first. However, Consultant shall not be liable for NCSD's use of documents and instruments of professional service if used for other than the Scope of Services contemplated by this Agreement. Consultant shall not release Documents to third parties without the prior written authorization of NCSD

16. RECORDS, AUDIT AND REVIEW. Consultant and Consultant's subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. NCSD shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice.

17. INDEMNIFICATION.

A. Consultant shall indemnify, defend, and hold harmless NCSD, the NCSD Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Consultant, its officers, employees, agents, subcontractors, or vendors in performing services pursuant to this Agreement. It is further agreed, Consultant's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of NCSD, the NCSD Board of Directors, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of NCSD, its officers, employees or agents. Payment by NCSD is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and NCSD, as to whether liability arises from the sole negligence of the NCSD or its officers, employees, agents, subcontractors or vendors, Consultant will be obligated to pay for NCSD's defense until such time as a final judgment has been entered adjudicating the NCSD as solely negligent.

B. Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify NCSD, against any responsibility or liability in contravention of Civil Code §2782.

C. Neither termination of this Agreement or completion of the Scope of Services under this Agreement shall release Consultant from its obligations referenced in subsection A, above, as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

D. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the Agreement does not relieve Consultant from liability referenced in subsection A, above. The obligations of this article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

18. INSURANCE.

A. Consultant and its subconsultants shall procure and maintain insurance with companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage on an "occurrence basis", written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

General Liability Insurance (including coverage for premises, products and completed operations, independent Consultants/vendors, personal injury and contractual obligations with combined single limits of coverage of at least	\$ 1 Million per occurrence. \$ 2 Million in the aggregate
(ISO Form CG001 11/85) Commercial Automobile Liability Insurance	\$ 1 Million per accident
(ISO Form CA001 12/90) Workers' Compensation Insurance	Statutory
Employer's Liability Insurance	\$ 1 Million policy limit
Professional Liability Insurance	\$ 1 Million per claim \$ 1 Million in the aggregate

B. The General and Commercial Automobile liability policies shall be endorsed to include the following:

- (1) NCSD, its officers, directors, employees and agents shall be named as Additional Insureds; and
- (2) The coverage afforded NCSD shall be primary and non-contributing with any other insurance maintained by NCSD.
- (3) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

C. Prior to commencing work under this Agreement, Consultant shall provide NCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for commercial general liability, automobile liability, workers' compensation, employer's liability, and professional liability insurance shall specify that the insurer shall give NCSD thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be

maintained for an additional, uninterrupted period of three (3) years after termination of this Agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Consultant hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

19. PERSONNEL.

A. The Consultant represents that it has, or will secure at its own expense, all personnel, sub-consultants and/or subcontractors required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such Services.

B. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's employees, associates and subconsultants assigned to perform the Services required under this Agreement.

21. Termination

A. If Consultant at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the Project Schedule or the Scope of Services, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without NCS D's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, NCS D may, at its sole option, take possession of any documents, files (including CAD and other electronic files), or other materials prepared or used by Consultant in connection with the Services and (a) provide any such services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (b) terminate Consultant's right to proceed with the Services.

C. In the event NCS D elects to terminate this Agreement, NCS D shall have the right to immediate possession of all Documents and other work in progress prepared by or on behalf of Consultant, whether located at the District Office, at Consultant's place of business, or at the offices of a subcontractor, and may employ any other person or persons to provide the Services and provide the materials therefore. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the

expenses incurred by NCSD in obtaining Services, such excess shall be paid by NCSD to Consultant, but, if such expense shall exceed such unpaid balance, then Consultant shall promptly pay to NCSD the amount by which the expenses exceeds the unpaid balance. The expense referred to in the last sentence shall include expenses incurred by NCSD in obtaining the Services from others, for attorneys' fees, and for any damages sustained by NCSD by reason of Consultant's default or defective Services.

D. In addition to the foregoing right to terminate for default, NCSD reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not to Exceed Amount of one hundred thirteen thousand one hundred dollars (\$113,100), which shall be calculated as follows: (1) Payment for any Services then satisfactorily completed and accepted by NCSD, plus (2) Reimbursable Costs actually incurred by Consultant; plus (3) reasonable termination costs incurred by Consultant solely on account of the termination for convenience. There shall be deducted from such sums as provided in this section the amount of any payment made to Consultant prior to the date of termination of the Services. Consultant shall not be entitled to any claim or lien against NCSD or the proposed project for any additional compensation or damages in the event of such termination and payment. In addition, the NCSD's right to hold funds pursuant to Section 6 H shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by NCSD for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under Section D, above, and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

F. Should NCSD fail to pay Consultant undisputed payments set forth in Section 6 above, Consultant may, at Consultant's option, suspend its services if such failure is not remedied by NCSD within thirty (30) days of written notice to NCSD of such late payment.

22. BREACH OF LAW. In the event the Consultant or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or Consultant; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraphs 13, 26, 27, or 28 of this Agreement; or for any other cause the NCSD determines to be so serious and compelling as to affect Consultant's responsibility as a public consultant or Consultant, including but not limited to, debarment by another

governmental agency, then the NCSD reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

23. DISPUTE RESOLUTION.

A. Good faith negotiations between the representatives designated as follows:

Michael LeBrun, NCSD General Manager

Doug Wood, Project Manager

B. Should a dispute arise that the parties are unable to resolve through direct, good faith negotiations, the parties agree to mediate with a mutually agreeable mediator. The mediation shall take place only after the parties have provided each other with copies of all relevant, non-privileged Documents reasonably necessary to a complete understanding of the dispute.

C. Any dispute between NCSD and Consultant pertaining to or arising out of or in connection with this Agreement and/or the Services provided under this Agreement that is not resolved through negotiation or mediation shall be resolved through binding arbitration pursuant to §1280 et seq. of the California Code of Civil Procedure, with an arbitrator mutually acceptable to the parties. If the parties are unable to agree on an arbitrator, then either party can request the Presiding Judge of San Luis Obispo Superior Court to appoint an arbitrator. Said appointment shall be binding on the parties. The cost of the arbitrator shall be borne equally by the parties. The arbitrator shall have the authority to include in his award the payment of the prevailing parties' attorney's fees. Unless the parties agree otherwise in writing the arbitration hearings shall be heard within the County of San Luis Obispo.

D. No claim, potential claim, dispute or controversy, except non-payment by NCSD of undisputed amounts, shall interfere with the progress and performance of the Services or any changes thereto, and Consultant shall proceed as directed by the NCSD in all instances with its Services, including any disputed Services, or any changes thereto and any failure of Consultant to proceed shall be deemed a material breach of this Agreement entitling NCSD to all remedies available under Section 22 or other provision of the Agreement and/or applicable law. Except as provided elsewhere in this Agreement, NCSD shall continue to make payments in accordance with the Agreement.

24. NCSD NOT OBLIGATED TO THIRD PARTIES. NCSD shall not be obligated or liable for payment hereunder to any party other than the Consultant.

25. NON-DISCRIMINATION. Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

26. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against NCSD for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse NCSD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by NCSD. Consultant shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

27. PREVAILING WAGE. Consultant shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for work done under this Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at NCSD offices or otherwise available on the Web at www.cslp.ca.gov.

28. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than NCSD without prior written authorization from the District Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District Manager or unless requested by the District Legal Counsel of NCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives NCSD notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then NCSD shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify NCSD should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there-under. NCSD retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with NCSD and to provide NCSD with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by NCSD to control, direct, or rewrite said response.

29. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. NCSD has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the District Board of Directors. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling NCSD to any and all remedies at law or in equity, including summary termination of this Agreement. NCSD acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

30. COSTS AND ATTORNEY'S FEES. Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

31. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

32. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

33. REMEDIES NOT EXCLUSIVE. Except for disputes related solely to the payment for Services performed by Consultant, no remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

34. NONEXCLUSIVE AGREEMENT. Consultant understands that this is not an exclusive Agreement and that NCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the NCSD desires.

35. ASSIGNMENT. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of NCSD and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

36. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES. No officer or employee of NCSD will be personally liable to Consultant, in the event of any default or breach by the NCSD or for any amount that may become due to Consultant.

37. INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

38. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

39. NO WAIVER OF DEFAULT. No delay or omission of NCSD to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to NCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of NCSD.

40. ENTIRE AGREEMENT AND AGREEMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and Agreement of the parties and there have been no promises, representations, Agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

41. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

42. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

43. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

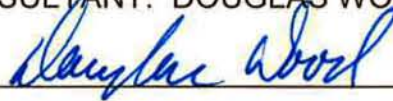
44. PRECEDENCE. In the event of a conflict between the Exhibits and this Agreement, the provisions of this Agreement shall control.

45. RECITALS. Recitals A through C are incorporated herein by reference as though set forth at length.

56. AUTHORITY TO EXECUTE. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Consultant is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by the NCSD.

CONSULTANT: DOUGLAS WOOD & ASSOCIATES

By: 

Date: 2-8-05

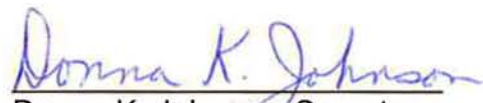
Name: DOUGLAS WOOD

Title: PRINCIPAL/OWNER

NIPOMO COMMUNITY SERVICES DISTRICT

ATTEST:


LARRY VIERHEILIG, President
Nipomo Community Services District
Board of Directors


Donna K. Johnson, Secretary
to the Board of Directors

Date: 2-18-05

Date: 2-18-05

EXHIBIT "A"

SCOPE OF WORK

A. Work Plan

Douglas Wood & Associates, Inc. will provide research and analysis as required for the preparation of a Draft and Final Environmental Impact Report for the proposed City of Santa Maria/Nipomo Community Services District Water Line Intertie. We anticipate that the Draft and Final EIR will be prepared in accordance with State CEQA Guidelines (Sections 15120 et. seq.) as well as procedures adopted by the Nipomo Community Services District, as Lead Agency, relative to the California Environmental Quality Act. We perceive this effort being divided into eight major work tasks, the nature and extent of which will include the following:

Task 1 – Research and Analysis

This task will commence with the review and consolidation of available data and background information pertinent to the proposed project necessary for preparation of the Project Description and Initial Study. This information includes project plans and specifications developed by the NCSD and relevant land use planning documents including but not limited to various Elements of the County General Plan. In addition, previously-prepared technical and environmental studies conducted in the Nipomo area which are relevant to the proposed project or pertinent to the preparation of the Project Description or Initial Study will be reviewed. These documents will include: the Report on the Water Resources of the Arroyo Grande-Nipomo Mesa Area (2002) prepared by the California Department of Water Resources; the Water Resource Evaluation of the Nipomo Mesa Management Area (May, 2003) prepared by Richards, Watson & Gershon; the Nipomo Mesa Groundwater Resources Capacity Study (2004) prepared for the County of San Luis Obispo; the County Annual Resource Summary Report; the Sphere of Influence Update and Municipal Services Review for NCSD and Program EIR (December, 2003), prepared by the Local Agency Formation Commission and the Evaluation of Water Supply Alternatives Final Report (2001) prepared by Kennedy/Jenks Consultants. This information will be evaluated with the goal of validating this documentation and/or identifying any additional issues or information requirements that would require further analysis.

It is assumed that the Nipomo Community Services District, as Lead Agency, will provide specifications for the project facilities and other relevant project data which will become the basis for our analyses. This information should include, but may not be limited to, the following: 1) a map of the proposed pipeline, including beginning and ending stations for the study area; 2) a description of the water source for the pipeline, water quality, flow rates, expected fluctuation and timing of flow; 3) design specifications of the proposed bridge crossing including profiles and cross-sections and plans related to the number, spacing and types of bridge supports; 4) recent, high-resolution vertical aerial photos of the project area site for use in preparation of the biological resources and surface water resources maps and 5) a recent groundwater contour map of the study area.

Task 2 – Preparation of Project Description

Based upon the review of available information within Task 1, a detailed description of the proposed project will be prepared. This description will include discussions of relevant project background, project objectives, location, characteristics, timing and required permits and approvals. Once completed, draft copies of the Project Description will be provided to the NCSD for review and comment.

Task 3 – Preparation of Initial Study/Notice of Preparation

Once the Project Description is completed, an Initial Study will be prepared which will involve completion of the CEQA Initial Study Summary and Environmental Checklist. This Initial Study will be prepared with the assumption that an Environmental Impact Report will be prepared for the proposed project. A full range of environmental issues will be addressed within the Initial Study which will be the subject of additional analysis within the Draft Environmental Impact Report. Included within this task is responding to District staff comments on the Initial Study. Within this task, a Notice of Preparation will also be prepared to accompany the public distribution of the Initial Study and Environmental Checklist.

Task 4 - Preparation and Review of Subconsultant Analyses

This phase involves conducting of all required field surveys and the preparation of written analyses from the specialized subconsultants. As previously noted, subconsultant analyses will be prepared for the EIR in the areas of biological resources, cultural resources, geology and hydrology. The costs of these outside subconsultant analyses are included with the overall costs of this proposal. Included in this task is in-house staff time required to review these analyses and provide coordination with the subconsultants in order to insure an adequate and complete product from these sources.

Task 5 - Preparation of Administrative Draft EIR

With completion of the work tasks noted above, we will prepare an Administrative Draft EIR pursuant to the requirements of the State CEQA Guidelines (Sections 15120 et. seq.) This document will be submitted for review to the Nipomo Community Services District and other sources deemed appropriate by the District. This Administrative Draft EIR will be prepared to meet the requirements of the NCSD for implementation of CEQA. Topic areas to be discussed within this document will include, but are not limited to, those identified within the Initial Study prepared for the project. The results of technical reports prepared by subconsultants noted in Task 4 above will be discussed in detail in the Administrative Draft EIR. Pursuant to the State CEQA Guidelines, a Mitigation Monitoring Program will also be prepared and included in the Administrative Draft EIR.

The Administrative Draft EIR will be constructed according to the following general outline. As noted therein, additional topics within the environmental analysis (Section V) or additional project alternatives (Section VIII) may be added during document preparation, document review or in response to concerns raised during the circulation of the Notice of Preparation.

- I. INTRODUCTION AND PURPOSE
 - A. Environmental Procedures and Format
 - B. CEQA Topics Location
 - C. Effects Found Not to be Significant
- II. EIR SUMMARY / MITIGATION MONITORING PROGRAM
- III. PROJECT DESCRIPTION
 - A. Project Background
 - B. Project Objectives
 - C. Project Location
 - D. Project Characteristics
 - E. Required Permits and Approvals
 - F. Project Timing
- IV. ENVIRONMENTAL SETTING
 - A. Existing Site Conditions
 - B. Adjacent Land Uses
 - C. Cumulative Projects

V. ANALYSIS OF ENVIRONMENTAL ISSUES

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hydrology
- Noise
- Population/Housing
- Public Services/Utilities
- Recreation
- Transportation/Circulation
- Wastewater
- Water
- Land Use and Planning

(Additional areas of analysis may be added in response to concerns raised during document preparation or during the review of the Notice of Preparation or the Draft EIR).

- VI. CUMULATIVE IMPACTS
- VII. UNAVOIDABLE ADVERSE IMPACTS
- VIII. ALTERNATIVES TO THE PROPOSED PROJECT
 - A. No Project
 - B. Mitigated project design (revised design(s) to incorporate all proposed mitigation measures identified in the Draft EIR)
 - C. Project design alternatives to avoid or mitigate identified significant environmental impacts associated with the proposed project

- D. Alternative Water Supply Scenarios (desalinization, variations in the amount of water to be secured, other sources)
 - E. Alternative Project Sites
- (Additional alternatives may be determined to be necessary during the document preparation or during the review of the Notice of Preparation or the Draft EIR)

IX. GROWTH INDUCING IMPACTS

X. ORGANIZATIONS AND PERSONS CONSULTED

XI. REFERENCES

XII. COMMENTS AND RESPONSES TO DRAFT EIR (to be prepared after Draft EIR circulation)

Section V. Analysis of Environmental Issues involves a section-by-section analysis of the issues listed above. This analysis will discuss existing conditions, thresholds of significance, project impacts, mitigation measures and residual impacts. Discussions of existing conditions will include pertinent background as to the need for the importation of water supplies to the South County/Nipomo area. The EIR will recognize that the proposed importation of water is required in order to protect groundwater resources. The proposed project will reduce the need for pumping of existing groundwater supplies thereby reducing potential saltwater intrusion. Identified impacts will be designated as significant or insignificant pursuant to criteria within the State CEQA Guidelines. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended. Mitigation measures will be described in sufficient detail (i.e. objective of measure; specifics of the mitigation measure including its design, implementation, and any relevant, measurable performance standards; the agency organization or individual responsible for implementation; the location of the measure's area of impact; and timing for implementation) pursuant to the State CEQA Guidelines. Mitigation measures addressing both primary and secondary project impacts will, where applicable, be provided. Residual impacts will be categorized as significant and unavoidable; significant but mitigatable or insignificant.

A separate analysis of the cumulative impacts of each environmental issue will be provided which will assess the cumulative impacts associated with the importation of water supplies to the South San Luis Obispo County/Nipomo Mesa area. The EIR will recognize that the proposed importation of water will reduce or eliminate a potential constraint to future development. The EIR will also identify other development constraints and land use approvals required prior to any future development. This analysis of cumulative impacts will assume future development pursuant to either the County of San Luis Obispo General Plan or any other viable land use development scenarios for the South County/Nipomo Mesa area.

The Mitigation Monitoring Program shall be included in the Administrative Draft EIR pursuant to Public Resource Code Section 21081.6 and shall be developed for all applicable mitigation measures. Responsible monitoring parties shall be identified and will include, but will not be limited to, the Nipomo Community Services District or other involved regulatory agencies. Mitigation milestones addressing the timing of implementation of these mitigation measures will also be provided.

Project alternatives beyond the currently proposed project will include: 1) the No Project Alternative; 2) project alternative(s) which incorporate all proposed mitigation measures identified in

the Draft EIR; 3) project alternative(s) involving a reduced or redesigned project which avoids or mitigates identified significant environmental impacts associated with the proposed project; 4) alternative water supply scenarios such as desalinization, variations in the amount of water to be secured or other water supply sources; 5) alternative project sites and 6) other alternatives resulting from project review by the District or other involved parties.

The Administrative Draft EIR and Appendices will be prepared and copies will be submitted to the NCSD for review and comment.

Task 6 - Preparation of Draft EIR

Upon receipt of all comments from the NCSD and other appropriate sources, the Administrative Draft EIR will be revised as necessary. A "printcheck" copy of the Draft EIR will be provided to the District to insure that all comments and required revisions were appropriately incorporated into the document.

Upon authorization by the NCSD, the Draft EIR will be printed and prepared for distribution for the required 45-day public review period. We will provide the required number of copies of the Draft EIR including Technical Appendices. We will also provide the District with an electronic copy of the Draft EIR in a format acceptable to the District. Included within this task is the preparation of the Notice of Completion to accompany the public distribution of the Draft EIR.

Task 7 - Preparation of Administrative Final EIR/ Responses to Comments

Upon completion of the required 45-day public and agency review period, all appropriate comments will be compiled and responses will be prepared by our firm. This Responses to Comments package will be submitted to the District for review and approval. Where required, the technical expertise of the involved subconsultant will be utilized in order to provide the most complete and technically adequate responses possible. Copies of the Administrative Final EIR will be submitted to the District for review and comment.

Task 8 - Preparation of Final EIR

Upon receipt of all comments from the NCSD, we will fully respond to all comments and revise the Final EIR as necessary. A "printcheck" copy of the Final EIR will be provided to the District to insure that all comments and required revisions were appropriately incorporated into the document. We will provide the required number of copies of the Final EIR including the Responses to Comments package, any additional Technical Appendices and copies of the actual comments received on the Draft EIR. We will also provide the District with an electronic copy of the Final EIR and the Findings of Fact in a format acceptable to the NCSD. Included within this task is the preparation of the Notice of Determination to be forwarded to the State Office of Planning and Research if the Final EIR is certified.

Task 9 - Preparation of Findings of Fact/Statement of Overriding Considerations

We will prepare Findings of Fact/Statement of Overriding Considerations for the proposed project pursuant to Sections 15091 and 15093 of the State CEQA Guidelines in a format approved by NCSO. These findings will provide the following information: a) background relative to the processing of the proposed project; b) a Statement of Overriding Considerations which lists the public benefits of the project; c) a listing of project impacts which have been reduced to a level of insignificance accompanied by required findings and references to pertinent mitigation measures; d) a similar listing of impacts which have not been reduced to a level of insignificance accompanied by required findings and references to pertinent mitigation measures; e) an overview of growth-inducing impacts of the project; f) discussion of the project alternatives considered in the Final EIR; and g) other required findings pursuant to the State CEQA Guidelines and Public Resources Code. These Findings of Fact will also make determinations that the Final EIR reflects the independent judgment of the Lead Agency and that no additional public circulation of environmental documents is required.

Task 10 - Project Meeting and Public Hearing Attendance

Within this Scope of Work, Douglas Wood & Associates, Inc. will attend a total of six (6) meetings with the NCSO which may involve members of District staff, the County of San Luis Obispo, the San Luis Obispo County Local Agency Formation Commission, other outside agencies or other persons or groups deemed appropriate by the District. These meetings are intended to insure continual contact between NCSO and Wood & Associates throughout the entire EIR preparation process. Wood & Associates will prepare minutes from these meetings. Attendance at any additional project meetings beyond those noted above can be provided on a time and materials basis, based upon billing rates contained in Section V. Cost Data of this proposal.

We will also provide representation at two (2) public hearings before the Nipomo Community Services District Board of Directors or any other group pursuant to the direction of the NCSO. We will be prepared to make any required presentations, respond to questions and/or participate in an advisory capacity as necessary. Attendance at any additional public hearings or meetings beyond those noted above can be provided on a time and materials basis, based upon the billing rates contained in Section V. Cost Data of this proposal.

B. Environmental Analysis

The direct impacts of the proposed project will be analyzed in relation to the following issue areas: aesthetics, agricultural resources, air quality, biological resources, cultural resources, geology and soils, hydrology, noise, population and housing, public services/utilities, recreation, transportation/circulation, wastewater, water and land use and planning. The analysis of the environmental impacts of the proposed project within the Draft EIR will include the following elements as applicable to each of these issue areas.

1. Provision of a constraints analysis of a 7,000 foot horizontal portion of the Santa Maria River which will delineate potential opportunities or constraints relative to traversing the river with either a buried pipeline or a bridge crossing.

2. Assessment of impacts of each of the three potential methods of pipeline extension and provision of recommended mitigation measures. These impacts may occur either within the riverbed or within adjacent areas/habitats impacted by project facilities.
3. Assessment of impacts of installation of infrastructure facilities outside the river area. These facilities include pipelines, a pump station, access roads and (in the case of the bridge/bikeway alternative) possible trail extensions.

The issue areas as noted above to be addressed in the Draft EIR will be analyzed in terms of existing conditions, thresholds of significance, project impacts, mitigation measures and residual impacts. Discussions of existing conditions will include pertinent background as to the need for the importation of water supplies to the South County/Nipomo area. The EIR will recognize that the proposed importation of water is required in order to protect groundwater resources. The proposed project will reduce the need for pumping of existing groundwater supplies thereby reducing potential saltwater intrusion. The EIR will identify all potential environmental impacts as significant or insignificant pursuant to criteria provided in the State CEQA Guidelines as well as those established by the Nipomo Community Services District. Indirect or secondary impacts of the project proposal shall also be identified and discussed. Mitigation measures will be described in detail and shall be specific to the proposed project and commensurate with the nature and extent of project impacts thereby maintaining a "nexus" or "rough proportionality" relationship. Mitigation measures will be provided to address both direct (or primary) and indirect (or secondary) project impacts. Those impacts that are not capable of being reduced to an insignificant level with mitigation measures shall be identified as significant, unavoidable adverse impacts. Remaining project impacts will be categorized as significant, but mitigated to an insignificant level, non-significant or beneficial.

Within the scope of this investigation, several subconsultants shall be utilized to prepare specialized analyses in the areas of biological resources, cultural resources, geology and hydrology. The results of these analyses will be reflected within the text of the Draft EIR and will be included as appendices to the document. Copies of their proposals are attached.

The growth inducing aspects of the proposed project involves the potential to hasten the conversion of areas within the NCSD to more intense, urbanized land uses over those which currently exist will be examined. The evaluation of growth-inducing land use impacts within the EIR will address the potential for the proposed project to foster growth or changes in areas surrounding the project site particularly involving the conversion of adjacent agricultural lands. Specific areas susceptible to potential growth inducing impacts associated with the proposed project will be identified. Analysis of project-related growth-inducement shall consider the following elements: 1) removal of any impediments to growth such as the extension of roadways or utilities; 2) the creation of development pressures in surrounding areas, particularly existing agricultural lands; 3) growth-inducing impacts upon community services and 4) the establishment of any precedent-setting effects upon parcels within the South County/Nipomo Mesa area. The indirect growth-inducement of the proposed project on existing and/or future land use entitlements or development plans in the area will also be discussed in the EIR. Any mitigation measures or project alternatives capable of reducing these growth-inducing impacts will be identified.

The cumulative impacts of the proposed project in relation to other existing or proposed land use entitlements or development plans in the project area will be analyzed in the EIR. These cumulative impact assessments will include, but are not limited to, impacts upon regional air quality, biological resources, traffic and circulation, noise, air quality,

cultural resources and other cumulative environmental factors influenced by the project. The EIR will recognize that the proposed importation of water will reduce or eliminate a potential constraint to future development. The EIR will also identify other development constraints and land use approvals required prior to any future development.

Assessment of the cumulative impacts associated with the addition of water supplies to the South County/Nipomo area will assume future development pursuant to either the County of San Luis Obispo General Plan or any other viable land use development scenarios for the South County/Nipomo Mesa area.

The Draft EIR will also present alternatives to the proposed project which are capable of reducing or eliminating significant environmental impacts. A reasonable range of alternatives to the proposed project that could feasibly attain the basic project objectives will be provided. The analysis of project alternatives will also identify the environmentally superior project alternative(s). The analysis of each project alternative will commence with a description of the proposed alternative accompanied, if necessary, by a graphic illustrating the alternative. The impacts associated with each alternative will be identified and discussed. Impacts of each alternative will then be compared to the significant adverse impacts associated with the proposed project. A summary delineating the ability of the various project alternatives to reduce or eliminate significant adverse environmental impacts will be provided. Alternatives to the proposed project will also be evaluated in relation to their ability to meet the objectives of the proposed project.

C. Coordination With Lead Agency

Our firm recognizes the need for maintaining a close working relationship and for close consultation and coordination with the Nipomo Community Services District who will be serving as Lead Agency on this project. As noted throughout this proposal, we anticipate working closely with the District throughout this process. Below is a listing of those elements of this proposal and aspects of our firm's background and experience which will insure adherence to this goal.

- 1) We have provided within our proposed Scope of Work for attendance at six (6) meetings with the District officials, staff and various outside agencies or other persons or groups deemed appropriate by the District. These meetings are intended to insure continual contact between our firm and the District. We feel strongly that this number of meetings will insure close contact between the District and their environmental consultant.
- 2) In addition to these meetings, we have also provided for representation at two (2) public hearings before the Nipomo Community Services District Board of Directors or any other group pursuant to the direction of the NCSD.
- 3) Douglas Wood & Associates, Inc. is proud of our record of maintaining a consistently high level of principal involvement throughout all phases of projects for which we are under contract. We will not place inexperienced personnel in charge of a project. In order to adhere to this goal, our firm does not assume more work than it can do well. As a result of this policy, the Lead Agency benefits from the over fifty-five years combined experience and expertise of the principals of our firm. This expertise will be reflected in the contents and production of the Draft and Final EIR as well as during our representation efforts at project meetings and public hearings.

- 4) As previously noted, our firm has already been involved with the preparation of other environmental documentation for the Nipomo Community Services District including: a) the Expanded Initial Study/Mitigated Negative Declaration for Annexation of Tracts 1802, 1808 and 1856 (dated November, 2001) and b) the Expanded Initial Study/Mitigated Negative Declaration for the Maria Vista Sewer Main Extension (dated August 2003). In addition, our firm was involved in assisting the San Luis Obispo County Local Agency Formation Commission in the preparation of the Draft and Final Environmental Impact Report for the Sphere of Influence Update and Municipal Services Review for the Nipomo Community Services District.

EXHIBIT "B"

**City of Santa Maria/Nipomo Community Services District Water Line Intentional
Draft and Final Environmental Impact Report
Cost Breakdown per Staff Member
Douglas Wood & Associates**

Task	Principal	Project Coordinator	Environ. Analyst	Production Coordinator	Clerical	Total Hours	Total Costs
1. Research and Analysis	20	20	10	0	0	50	\$4,100
2. Preparation of Project Description	8	6	0	0	4	18	\$1,400
3. Preparation of Initial Study/Notice of Preparation	18	15	4	0	10	47	\$3,500
4. Preparation of and Review of Subconsultant Analyses	25	25	0	0	0	50	\$4,500
5. Preparation of Administrative Draft EIR	120	120	70	60	90	460	\$30,500
6. Preparation of Draft EIR	30	10	20	10	20	90	\$5,850
7. Preparation of Administrative Final EIR	55	35	10	0	35	135	\$9,850
8. Preparation of Final EIR	24	15	0	0	10	49	\$3,900
9. Findings of Fact	30	10	0	0	10	50	\$4,100
10. Project Meeting and Public Hearing Attendance	28	0	0	0	0	28	\$2,800
Total Hours	358	256	114	70	179	977	\$70,500
Billing Rate Per Hour	\$100/hr	\$80/hr	\$50/hr	\$45/hr	\$30/hr	--	--
TOTAL - DOUGLAS WOOD & ASSOCIATES, INC.	\$35,800	\$20,480	\$5,700	\$3,150	\$5,370	--	\$70,500

City of Santa Maria/Nipomo Community Services District Water Line Intertie

Draft and Final EIR Cost Summary

Douglas Wood & Associates, Inc.	\$70,500.00
SAIC (Biological Resources)	\$13,415.00
SAIC (Geology and Hydrology)	\$22,195.00
Robert O. Gibson (Cultural Resources)	\$6,990.00
TOTAL	\$113,100.00

The following project schedule depicts the various time frames involved for the tasks delineated in Section II, Scope of Work of this proposal. This schedule assumes approval and authorization of this consultant contract by the NCSD by October 1, 2004. These estimated time frames assume no unforeseen delays or complications. Once the actual date of contract authorization is determined, a final project schedule will be provided. Douglas Wood & Associates, Inc. is committed to the adherence of this schedule and the various time frames that are included therein.

**City of Santa Maria/Nipomo Community Services District Water Line Intertie
Environmental Impact Report
Project Schedule**

Task	Date
District approval; authorization to proceed: project kick-off meeting	October 1, 2004
1. Research and Analysis	October 15, 2004
2. Preparation of Project Description	October 20, 2004
3. Preparation of Initial Study/Notice of Preparation	November 1, 2004
4. Completion of Subconsultant Analyses	December 20, 2004
5. Preparation of Administrative Draft EIR	February 15, 2005
Receipt of Comments on Administrative Draft EIR from NCSD	March 15, 2005
6. Preparation of Draft EIR	April 1, 2005
Public Review Period	April 1, 2005 – May 15, 2005
7. Preparation of Administrative Final EIR /Responses to Comments	June 15, 2005
Receipt of Comments on Administrative Final EIR from NCSD	July 1, 2005
8. Preparation of Final EIR	July 15, 2005
9. Preparation of Findings of Fact/Statement of Overriding Considerations	August 1, 2005
10. Public Hearings	August, 2005

The proposed project schedule provided above would result in provision an Administrative Draft EIR less than five months after authorization, a completed Draft EIR six weeks later, provision of an Administrative Final EIR after a subsequent ten weeks (which includes a 45-day public review period) and a completed Final EIR one

month thereafter. Public hearings on the proposed project could, within the time frames of this project schedule, commence in a total of approximately ten months from contract authorization.

V. COST DATA

We propose to perform planning services set forth herein in accordance with fixed fee and time and materials billing system based upon the wages spent for all personnel working on the project. Douglas Wood & Associates, Inc. will complete the above services for a maximum fee not to exceed \$70,500.00 and \$42,600.00 for the additional outside consultant services cited above for a total cost of \$113,100.00. This expense will also be billed on a time and materials basis. The direct cost of any additional consultant tasks, subconsultant fees, printing and reproduction charges, mileage, filing fees or other related charges advanced by Wood & Associates, Inc. beyond those discussed herein are in addition to the previously-named figure.

A detailed breakdown of project costs per task by individual staff hours is provided in the attached table titled Cost Breakdown per Staff Member. A summary of all project costs is provided in the attached table titled Cost Summary.

**Nipomo Community Services District
P.O. Box 326
Nipomo, California 93444**

**AMENDMENT NO. 1 TO
CONSULTANT SERVICE AGREEMENT
DOUGLAS WOOD AND ASSOCIATES, INC.
DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT TO AGREEMENT (herein "Amendment") is made this 3rd day of April, 2006 in San Luis Obispo County, California, by and between the Nipomo Community Services District, duly existing and operating pursuant to the provisions of Government Code Section 6100, *et. seq.*, (hereinafter "NCSD") and Douglas Wood & Associates, Inc. ("Consultant") a California Corporation having its principal place of business at 1461 Higuera Street, Ste. A, San Luis Obispo, California, 93401 (hereinafter referred to as "Consultant"), with reference to the following Recitals:

RECITALS

- A. The NCSD and Consultant entered into a prior Agreement titled "Consultant Service Agreement – Douglas Wood & Associates, Inc., Draft and Final Environmental Impact Report, signed by Consultant on February 8, 2005 (herein "Agreement").
- B. Paragraph 40 of the Agreement states in relevant part:

".... This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means...."
- C. Pursuant to Paragraph 40 of the Agreement, the parties desire to amend the Agreement wherein Consultant agrees to provide NCSD with additional services identified in Exhibit "C" attached hereto ("Additional Services").

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein, the parties agree to the First Amendment of the Agreement as follows:

Section 1

Except as amended by Section 2 below, the Terms and Conditions of the Agreement are incorporated herein by reference.

Section 2

The below-specified paragraphs of the Agreement are amended to include the following terms relating to the "Additional Services":

4. SCOPE OF SERVICES.

A(1). Consultant agrees to provide Additional Services to NCSD in accordance with Exhibit "C" to this Amendment.

Nipomo Community Services District

AMENDMENT NO. 1 TO
CONSULTANT SERVICE AGREEMENT
DOUGLAS WOOD AND ASSOCIATES, INC.
DRAFT AND FINAL ENVIRONMENTAL IMPACT REPORT

5. **TERM.** Consultant shall commence performance upon receipt of this Amendment and complete performance no later than November 30, 2006, unless otherwise directed by NCSD or unless earlier terminated.

6. **COMPENSATION OF CONSULTANT.**

A(1). Consultant will be paid for the Additional Services (Exhibit "C") on a time and material basis, subject to a Not To Exceed Amount of nine thousand five hundred dollars (\$9,500).

Section 3

Recitals A, B, and C to this Amendment are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement to be effective upon the date executed by NCSD.

Consultant
DOUGLAS WOOD & ASSOCIATES, INC.

By: 

Name: DOUGLAS WOOD

Title: Principal

Date: 3-30-06

NIPOMO COMMUNITY SERVICES DISTRICT

By: 

MICHAEL LEBRUN, GENERAL MANAGER
Nipomo Community Services District

Date: 4-3-06

ATTEST:

By: 

DONNA K. JOHNSON, Secretary to
the Board of Directors,
Nipomo Community Services District

Date: 4-3-06

Douglas Wood & Associates, Inc.

Land Use Planning / Governmental Relations / Environmental Analysis

24 Years of Excellence 1983 - 2006

1461 Higuera Street, Suite A ·

San Luis Obispo, California 93401

Phone (805) 544-1680 · Fax (805) 544-3067

March 8, 2006

Nipomo Community Services District

148 S. Wilson Street

Nipomo, CA 93444

Attn: Michael LeBrun, General Manager

Subject: Additional Work Authorization, NCSD Waterline Inter-tie EIR

Dear Michael,

It is the intent of this correspondence to provide an estimate of costs to complete several additional tasks related to the preparation and presentation of the NCSD Waterline Inter-tie Draft and Final Environmental Impact Report. These additional tasks, as described below, involve: 1) attendance at additional project meetings; 2) representation at additional public hearings and 3) expansion of the scope of the proposed project to include extension of a water pipeline along Orchard Avenue between Joshua and Southland Streets.

Additional Project Meetings

As of this date, our original budget for attendance at six project meetings (original proposal dated September 20, 2004) has been utilized. Based upon our conversation, it is anticipated that I will be required to attend twelve (12) additional project meetings prior to Final EIR certification. Based upon the same billing rates as contained in our original proposal, the cost for this additional meeting attendance totals \$3,200.00.

Additional Public Hearings

Our original contract includes representation at a total of two public hearings. Based upon the current project schedule, it will be necessary to provide representation at two additional or a total of four public hearings. Based upon a billing rate of \$700.00 per hearing, the cost for this additional public hearing representation totals \$1,400.00.

Expanded Scope of Work

Based upon our project meeting of March 3 and March 5, 2006, it is necessary to expand the scope of the proposed project to include the extension of a water line along Orchard Avenue between Joshua and Southland Streets. This water line extension was determined to be necessary

in order to connect the proposed waterline inter-tie to existing District facilities. Up to now, it was anticipated that the proposed project would connect to District facilities along Joshua Street or Hutton Road.


Inclusion of this waterline extension up Orchard Avenue to Southland Street within the scope of the proposed project will necessitate walkover surveys of these additional areas and preparation of additional impact assessments to be integrated into the Draft EIR prior to public review of the document. The total cost for performing the necessary field surveys, preparing the additional impact assessments and integration of this data into the Draft EIR is \$4,900.00.

The cost of all three of the tasks noted above totals \$9,500.00. These tasks will be completed within the time frames of the current project schedule. The additional work noted above is in addition to the scope of work and costs discussed in our original Proposal for Consulting Services dated September 20, 2004. We will not undertake this additional work noted above without written authorization from you.

We are pleased to be of continued service to the District. Please do not hesitate to contact me if you have any questions concerning the above information.

Douglas Wood
President
Douglas Wood & Associates, Inc.

Authorized By:
By:
Title:
Date:

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: SEPT. 8, 2006

AGENDA ITEM
E-4
SEPT. 13, 2006

AWARD WATER/SEWER MASTER PLAN AGREEMENT

ITEM

Authorize execution of agreement with Cannon and Associates to prepare District Water/Sewer Master Plan and amend Budget to transfer funds from reserves.

BACKGROUND

The Board on July 21, 2006 approved the attached Request for Proposal and authorized staff to solicit proposals for preparation of a new District Water and Sewer Master Plan. Staff mailed proposals to four firms (Boyle, Cannon, Carollo, and Penfield/Smith) on July 27, 2006 and posted notice of the consulting opportunity. On August 22, 2006, three proposals were received and distributed to the Board (Boyle/Wallace/Koff, Cannon/GTA/Koff, and Penfield Smith). A staff team comprised of Bruce Buel, Dan Migliazzo, and Lisa Bognuda scored the three proposals and then conducted interviews with each of the three teams. Attached is a ranking form summary showing each reviewers scoring of the proposal and the interview. As detailed in the summary, Cannon/GTA/Koff was the staff's consensus choice and recommendation. Although staff believes that all three firms could perform the scope of work, staff agreed that Cannon had the best institutional knowledge of NCS D's systems and the most balanced approach to accomplishing the mission at a reasonable cost.

Cannon and Associates has proposed to perform the scope on a time and materials basis with a not to exceed expenditure limit of \$258,904 (Boyle quoted \$315,000 and Penfield Smith quoted \$215,000). The adopted FY06-07 Budget includes \$110,000 for this work, however, it also included \$50,000 for a desalination study. Cannon's proposal includes the initial feasibility analysis of desalination and since the Master Plan process will run through the end of this fiscal year it is unlikely that a follow up study could be initiated prior to the close of this budget cycle. Thus, \$100,000 would need to be transferred from reserves to fund completion of the Plan (\$258,904 minus \$160,000).

RECOMMENDATION

It is recommended that your Honorable Board authorize the President to execute an agreement with Cannon and Associates to perform this scope of work on a time and materials basis with a not to exceed expenditure limit of \$258,904 and approve a transfer of \$100,000 from reserves to cover the unbudgeted additional cost of the project.

ATTACHMENTS

1. REQUEST FOR PROPOSALS
2. STAFF RANKING SHEET SUMMARY
3. CANNON PROPOSAL

NIPOMO COMMUNITY

BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR



SERVICES DISTRICT

STAFF

EDWARD KREINS, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT ADMINISTRATOR
JON SEITZ, GENERAL COUNSEL
BRUCE BUEL, PROJECTS ADMINISTRATOR

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address: NipomoCSD.com

July 27, 2006

Mike Cannon
Cannon Associates
364 Pacific Street, Suite B-5
San Luis Obispo, CA 93401

SUBJECT: REQUEST FOR PROPOSAL FOR ENGINEERING SERVICES – WATER AND SEWER MASTER PLAN UPDATE

Dear Mike

Nipomo Community Services District (NCSD) intends to update its March 2002 Water and Sewer Master Plan (available for review at NCSD) to acknowledge projects completed, to add new projects, to estimate the costs of all projects, to re-prioritize all projects, and to evaluate the District's current and future Utility Department staffing complement and organization. The District is seeking proposals from Consultants to conduct the required research, prepare an administrative draft update, interact with staff regarding edits to the administrative draft, publish a draft update, present the draft update to the Board, interact with staff regarding edits to the draft update, and publish the final update. Included in the required research will be the development of a water system hydraulic flow model capable of identifying bottlenecks and pressure profiles in the distribution system given the current water production and consumption patterns and with the introduction of supplemental water and new consumption patterns related to growth, annexations and interconnections with other purveyors. In addition, the Consultant will be expected to integrate the findings of the Waterline Intertie Project Pre-Design Study (under preparation); to integrate the findings of the Southland WWTF Master Plan (under preparation); to address the requirements of the State's Sanitary Sewer Overflow Regulations; and to provide for a preventative maintenance program. The evaluation of the Utility Department staffing complement and organization must accommodate the current systems demands, the staffing necessary to implement a preventative maintenance program at the current systems demands, and the staffing necessary to implement the new projects developed in the update.

SERVICES REQUESTED

The District requires engineering services to:

1. Review background information and meet with NCSD staff;

2. Based on the general plan and zoning densities adopted by the County of San Luis Obispo, the sphere of influence designations adopted by SLO LAFCO, and water conservation factors provided by the District develop population projections, duty factors, water demands and sewer flow and load projections for both the existing Blacklake and Town Water and Sewer service areas (including the "orphan" areas described below) and water demands and sewer flow and load projections for the un-annexed areas within NCSD's Sphere of Influence.
3. Prepare and submit 5 sets of a Draft Technical Memorandum within 45 calendar days of agreement execution incorporating the results of Task 2 to NCSD staff for comment;
4. Edit the Draft Task 2 Technical Memorandum to reflect Staff's comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staff's comments.
5. Compile hydraulic flow model of current NCSD Water System in "Water Cad" and calibrate model based on observed pressure and flow measurements;
6. Structure hydraulic flow model to adapt to various changes in the source of supply to accommodate introduction of supplemental water and to various changes in demand patterns to reflect future growth, annexations, and interconnections with other water purveyors.
7. Evaluate flow bottlenecks in the Town and Blacklake Water distribution system related to current conditions and conditions with at least three combinations of future supply and demand.
8. Determine the appropriate Hydrant flow color coding for all hydrants based on the calibrated hydraulic model and prepare a listing for coating;
9. Evaluate the cost effectiveness of converting the existing groundwater wells from electric power to natural gas power; propose a project to convert cost effective wells; and estimate conversion costs.
10. Develop new project proposals to eliminate the identified water distribution bottlenecks, production deficiencies, and treatment deficiencies and develop conceptual cost estimates for those new project proposals and previously proposed projects that have not been completed.
11. Incorporate the recommendations from the Waterline Intertie Project Pre-Design Studies into the Listing of new water system projects.
12. Propose projects to loop dead end water lines identified by staff and provide cost estimates for each such project;
13. Propose a project to separate the intake from the discharge water line and a booster station at the Standpipe tank and provide a cost estimate;
14. Evaluate the adequacy of mixing in each water storage reservoir and propose projects to enhance mixing where desirable;
15. Evaluate the cost of relocating each NCSD water main that is inside of the six respective County Drainage structures to be replaced within the next three years.
16. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Tasks 5 through 15 to NCSD staff for comment;
17. Edit the Draft Tasks 5-15 Technical Memorandum to reflect Staff's comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staff's comments.
18. Comment on the potential concept of substituting desalted sea water or brackish ground water for the fresh groundwater currently used in Conoco-Phillips cooling towers using surplus energy from Conoco-Phillips Refinery and if such a project has potential to cost effectively save potable supply, develop a scope of work for a feasibility study;
19. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Task 18 to NCSD staff for comment;
20. Edit the Draft Task 18 Technical Memorandum to reflect Staff's comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staff's comments.
21. Evaluate the respective capacities of Town and Blacklake Sewer collection system and propose new project proposals to satisfy future flow conditions, to serve "Orphan" areas, and to

- satisfy the new requirements of the State's Sewer System Overflow Regulations and develop conceptual cost estimates for those new project proposals and previously proposed projects that have not been completed.
22. Identify logical Zones of Benefit for provision of sewer service to properties in the Septic Tank Prohibition Zone that are not currently connected to NCSD's sewer collection system.
 23. Evaluate the capacity of the Blacklake Sewer Treatment System and propose new projects to satisfy projected flows/loads. Develop conceptual cost estimates for those new project proposals and previously proposed projects that have not been completed.
 24. Evaluate the respective capacities of the Southland and Blacklake Sewer Disposal and Sludge Systems and propose new projects to satisfy projected discharge flows and solids. Develop conceptual cost estimates for those new project proposals and previously proposed projects that have not been completed.
 25. Perform a screening evaluation of potential additional up-gradient locations to recharge treated wastewater flows from the Southland WWTF based on ownership, distance from the WWTF and the available geotechnical data (no new testing); develop cost allowances for up to six locations for future examination; and propose the next steps for such examination.
 26. Incorporate the recommendations of the Southland WWTF Master Plan into the Water & Sewer Master Plan.
 27. Incorporate the Southland Shop upgrade project into the Water and Sewer Master Plan;
 28. Determine if solar panels would be a cost effective investment at the Southland Shop and if so, develop cost estimates for installation;
 29. Evaluate the cost of relocating each NCSD sewer main that is inside of the six respective County Drainage structures to be replaced within the next three years.
 30. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Tasks 21 through 29 to NCSD staff for comment;
 31. Edit the Draft Tasks 21-29 Technical Memorandum to reflect Staff's comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staff's comments.
 32. Determine the additional planning requirements necessary for NCSD to qualify for FEMA Hazard Mitigation Grant Funding and recommend projects to bring NCSD into compliance;
 33. Evaluate the security of NCSD's water production and storage facilities; propose projects to upgrade each facility's security and provide cost estimates for each such upgrade;
 34. Evaluate the security of NCSD's sewer treatment and disposal facilities; propose projects to upgrade each facility's security and provide cost estimates for each such upgrade;
 35. Prepare and submit 5 sets of a Draft Technical Memorandum within 60 calendar days of agreement execution incorporating the results of Tasks 32 through 34 to NCSD staff for comment;
 36. Edit the Draft Tasks 32-34 Technical Memorandum to reflect Staff's comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staff's comments.
 37. Evaluate the upcoming Potable Water Quality requirements being considered by US EPA and CA DOHS and recommend projects that may be necessary to comply with those requirements.
 38. Evaluate the upcoming Wastewater Quality requirements being considered by the SWRCB and the RWQCB and recommend projects that may be necessary to comply with those requirements.
 39. Prepare and submit 5 sets of a Draft Technical Memorandum within 60 calendar days of agreement execution incorporating the results of Tasks 37 & 38 to NCSD staff for comment;
 40. Edit the Draft Tasks 37 & 38 Technical Memorandum to reflect Staff's comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staff's comments.

41. Evaluate the work load requirements for the Utility Department crew to perform current operations and recommend a crew size, organizational structure and job descriptions/classifications to respond to that work load. Propose a Preventative Maintenance program for NCSD's Water Systems, Sewer Systems, and Fleet operations and recommend a revised crew size to respond to the revised work load. Project future work loads with the preventative maintenance program, the supplemental water project, the upgraded Southland WWTF, and full implementation of the Sanitary Sewer Overflow program and project the crew complement necessary to satisfy those future workloads.
42. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Task 41 to NCSD staff for comment;
43. Edit the Draft Task 41 Technical Memorandum to reflect Staff's comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staff's comments.

44. Prepare and submit 5 sets of the Administrative Draft Master Plan Update within 120 calendar days of agreement execution incorporating the results of the previous tasks and the respective Final Technical Memorandums to NCSD staff for comment;
45. Edit the Administrative Draft Master Plan to compile a proposed Draft Master Plan within 21 calendar days of receiving NCSD Feedback on the Administrative Draft, submit 20 sets for presentation to the NCSD Board, and participate in a meeting with the NCSD Board;
46. Edit the Draft to compile the Final Master Plan within 14 calendar days, submit 20 copies of the Final Master Plan and present the Final Master Plan to the Board;
47. Submit the Water System Water Cad Hydraulic Model along with user's manual, assist the staff in securing appropriate software, initialize the settings on the software and provide at least eight hours of instruction to NCSD staff on accessing the hydraulic model. NCSD will be responsible for separately securing more detailed training to perform queries regarding the impacts of new development and/or new water supplies on system pressures and flows;
48. Participate in monthly progress meetings and monthly committee meetings during the development of the Master Plan Update and up to five additional staff meetings as requested;
49. Submit electronic copy of all work product deliverables in a format acceptable to NCSD.

PROPOSAL REQUIREMENTS

Ten copies of the proposal package must be received by NCSD in a sealed envelope by **4 p.m. on Tuesday August 22, 2006**, to be considered. The exterior of the envelope must identify the proposal as "NCSD Water & Sewer Master Plan Update". Faxes, E-Mails, proposals not enclosed in a sealed/labeled envelope, and proposals received after 4:00 p.m. on Tuesday August 22, 2006, will be returned to the submitter. The main proposal shall be limited to 20 pages, with the exception of résumés and project lists, and include as a minimum the following:

1. Introduction
 - Present your understanding of the project and the services requested;
 - Discuss any proposed scope amendments;
 - Briefly discuss the team's qualifications

2. Scope of Services and Timeline
 - Detail your proposed approach to the assignment;
 - Describe your proposed timeline for execution of the requested services.

3. Personnel

- Identify and define the experience of the design team leader and provide résumé;
- Include an organizational chart depicting the name and position of all team members including employees of sub-consultants and provide résumés;
- Describe the role of each team member.

4. Experience

- Describe your team's experience with compiling master plan updates;
- Describe your success in meeting project budgets and timelines for similar projects and explain circumstances resulting in failures.

5. References

- Provide references for projects of similar scope and nature performed within the past five years;
- List the client's name, address, and a description of the work performed. Include the name, phone, and e-mail for the client's key contact on the project.

6. Cost Estimate

- Provide an anticipated cost summary including the proposed basis of fees and charges along with the hourly rates of all team members and a breakout of professional service costs versus out of pocket expenses.

7. Signature

- The proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) Days.

SELECTION PROCESS

NCSD will screen proposals and select a short list for interviews. Interviews are tentatively scheduled for the week beginning September 5, 2006. The Board is tentatively scheduled to select a firm at its September 13, 2006 meeting.

PROPOSAL EVALUATION

Proposals will be evaluated on the following:

- Responsiveness to Request for Proposal
- Work product timeliness
- Team qualifications and expertise
- Prior experience in providing similar services to CA Local Government
- Cost
- References

Notes:

This is a time sensitive project. The District requires completion of the project with the given time intervals such that the Master Plan will be completed in time for incorporation into the District's FY07-08 Budget.

The District uses a standard consulting agreement for all engineering services. Attached is a sample copy of the agreement that NCSD will expect to execute with the selected design firm for this project.

NCSD reserves the right to reject all submittals and/or re-open submittals at its discretion. NCSD reserves the right to negotiate with lesser ranked firms if the negotiation with the top ranked firm is unsuccessful. The submitter retains no interest in the proposal once received by NCSD.

For more information on the project or this RFP, contact NCSD Project Assistant Bruce Buel at 805-929-1133 or bbuel@nipomocsd.com.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT



Edward Kreins
General Manager

CC: Bruce Buel

ENCLOSURES

- Standard consulting agreement

T:\DOCUMENTS\DISTRICT PROJECTS\WATER&SEWER MASTER PLAN\RFP - W&S MASTER PLAN.DOC

WATER-SEWER PLAN UPDATE PROPOSAL RANKING FORM					
Interviewer - Bruce Buel			FIRMS		
CATEGORY	Pt. Range	Boyle	Cannon	P&S	
RFP Responsiveness	0 to 25	25	25	10	
Work Product Time	0 to 20	10	10	15	
Team Experience & Expertise	0 to 25	20	20	15	
References	0 to 10	8	8	10	
Cost	0 to 20	5	15	20	
Sub-Total	0 to 100	68	78	70	
Interview	0 to 50	35	40	30	
Total	0 to 150	103	118	103	
Interviewer - Dan Migliazzo			FIRMS		
CATEGORY	Pt. Range	Boyle	Cannon	P&S	
RFP Responsiveness	0 to 25	20	22	15	
Work Product Time	0 to 20	18	18	16	
Team Experience & Expertise	0 to 25	18	20	16	
References	0 to 10	8	8	8	
Cost	0 to 20	15	18	15	
Sub-Total	0 to 100	79	86	70	
Interview	0 to 50	40	45	30	
Total	0 to 150	130	140	100	
Interviewer - Lisa Bognuda			FIRMS		
CATEGORY	Pt. Range	Boyle	Cannon	P&S	
RFP Responsiveness	0 to 25	25	22	10	
Work Product Time	0 to 20	15	15	20	
Team Experience & Expertise	0 to 25	25	20	15	
References	0 to 10	10	7	7	
Cost	0 to 20	5	10	15	
Sub-Total	0 to 100	80	74	67	
Interview	0 to 50	45	40	25	
Total	0 to 150	125	114	92	
Grand Total	0 to 450	358	372	295	

PROPOSAL TO PROVIDE

WATER AND SEWER MASTER PLAN

Cannon

IN CONJUNCTION WITH:



August 22, 2006

Edward Kreins
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444-0326

Subject: Request for Proposal: Master Plan Update

Dear Mr. Kreins:

I am pleased to provide the attached proposal for preparation of an Update to the Nipomo CSD Water and Sewer Master Plan.

A master plan is a document constructed from a global perspective, with the goal of guiding on-going operations and planning for future development. An accurate assessment of the District's infrastructure from the operational level will lead to more effective and insightful recommendations.

The team of Cannon Associates and Garing & Taylor has worked with the District for many years, and brings considerable operational experience to this project. The members of our team are intimately familiar with the District's system, facilities, and day-to-day operations. Our knowledge of your system will render reliable and accurate assessments of your current facilities.

A Master Plan needs to consider the District's future. Cannon has worked with the District providing planning services for many years, and we can provide solid insight as to settlement and use patterns in Nipomo. Because of our familiarity with the geopolitical issues of Nipomo we will bring reliable insights about the future growth and settlement patterns of Nipomo, insights essential in developing a Master Plan that will serve you effectively as Nipomo continues to grow.

If you have any questions, please give me a call. We look forward to meeting with you on September 6, 2006 to discuss this project further.

Sincerely,



Michael F. Cannon, PE
President

ENGINEERS
PLANNERS
SURVEYORS

Table of Contents

1. Introduction

Project Understanding
Proposed Scope Amendments
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2. Scope of Services and Timeline

Approach
Timeline

3. Personnel

Team Leader and Members
Organizational Chart

4. Experience

5. References

6. Cost Estimate

7. Authorization

Appendix A: Resumes
Appendix B: Scope of Work

364 Pacific Street
San Luis Obispo, CA 93401
Tel: 805-544-7407
Fax: 805-544-3863

5001 California Avenue, Suite 120
Bakersfield, CA 93309
Tel: 661-328-6280
Fax: 661-328-6284



1. Introduction

Project Understanding

The Nipomo Community Services District (NCSD) finalized a Water and Sewer Master Plan in March 2002. Since then, the LAFCO Sphere of Influence Study has been updated, the Supplemental Water Intertie Project is now becoming a reality, the Southland Wastewater Treatment Facility (WWTF) Master Plan is in the process of being updated, there have been changes to the Sewer System Overflow Regulations, and several large development projects are proposed that fall within the District's Sphere of Influence.

Many of these issues were not sufficiently on the horizon so they weren't addressed when the 2002 Master Plan was created. The District now intends to update the Water and Sewer Master Plan to properly address the long-term infrastructure needs of the community. Furthermore, due to the increasing demands placed on District personnel, it is necessary to evaluate the staffing requirements of the Public Works team and comment on ways the District can continue to effectively serve the Nipomo area.

Therefore, the purpose of this Water and Sewer Master Plan Update is as listed below:

- To incorporate findings from the recent studies;
- Acknowledge projects completed;
- Incorporate new projects;
- Estimate the costs of all projects;
- Re-prioritize all projects; and
- Evaluate the District's current and future Utility Department staffing complement and organization.

The updated Master Plan will integrate the following:

- Findings of the Sphere of Influence Study;
- Results of the water system hydraulic flow model. This model will identify bottlenecks and pressure profiles in the distribution system given the current water production and consumption patterns. The model will consider the introduction of supplemental water and new consumption patterns related to growth, annexations and interconnections with other purveyors;
- Findings of the Waterline Intertie Project Pre-design Study;
- Findings of the Southland WWTF Master Plan;
- Requirements of the State' Sanitary Sewer Overflow Regulations;
- A preventative maintenance program; and
- The evaluation of the Utility Department staffing complement and organization. The evaluation will address current systems demands, the

staffing necessary to implement a preventative maintenance program at the current systems demands, and the staffing necessary to implement the new projects developed in the update.

Scope Amendments/Alternatives

We propose the following amendments to the scope of work provided in the Request for Proposal.

- ❖ We recommend that a sewer system model be prepared, in addition to the water system model requested in the RFP. Details about this proposed amendment are included in Phase IV, below.
- ❖ The RFP included a Feasibility Study for the use alternative water sources to offset some of the potable groundwater used at the Conoco-Phillips Refinery. We recommend including time for preliminary meetings with Conoco-Phillips staff to discuss this concept before preparing a feasibility study itself.
- ❖ Task 24 calls for the evaluation of the capacities of the Southland Sewer Disposal and Sludge systems. In light of the fact that the Southland WWTP is currently being evaluated, we will simply include the findings produced by that evaluation. We will focus our evaluation on the Blacklake Sewer Treatment System.
- ❖ Since the current evaluation of the Southland WWTP includes analysis the upcoming Wastewater Quality requirements being considered by the SWRCB and the RWQCB, we have only included time to incorporate those findings in our master plan.

Key Issues

For this Master Plan to be effective, it is critical that we address the NCSD's key issues. Our approach to address these issues is summarized in later paragraphs; however, following is a list of items on which we will focus:

- Accurately forecasting growth and settlement patterns within the District's Sphere of Influence (SOI);
- Identifying reliable supplemental water supply alternatives;
- Protecting the aquifer "trough" from overproduction and ensuring water quality and maximizing groundwater recharge;
- Environmentally responsible disposal of WWTP facility effluent;
- Resolving operational deficiencies in the system;
- Identifying staffing needed to manage the current and future system;
- Developing and training staff in non-proprietary water and sewer modeling tools for staff's use in managing the systems;
- Preparing for future water and sewer regulations affecting infrastructure needs;
- Optimizing funding sources for hazard mitigation and preparation.

Team Qualifications

Cannon Associates, in conjunction with Garing Taylor & Associates and Koff & Associates, can provide the engineering and planning services needed for this Water and Sewer Master Plan Update.

Our team brings an abundance of local knowledge to this project. Our combined experience with the NCSD water and wastewater projects includes the following:

Water Supply

- Provided technical data for development of the EIR (*Santa Maria Inter-Tie*);
- Conducted a study to determine the feasibility of crossing the Santa Maria River (*Santa Maria Inter-Tie*);
- Provided technical information and education specifically regarding horizontal directional drilling (HDD) technology (*Santa Maria Inter-Tie*);
- Preliminary HDD design for the Santa Maria river crossing (*Santa Maria Inter-Tie*);
- Evaluated potential crossing routes, tie-in locations, and storage and pump facility sites to provide a cost efficient solution to meet the District's project criteria (*Santa Maria Inter-Tie*);
- Determined probable cost (*Santa Maria Inter-Tie*);
- Prepared hydraulic analysis of the feasible waterline routes (*Santa Maria Inter-Tie*);
- Determined the necessary facilities to meet the District's current and future usage (*Santa Maria Inter-Tie*);
- Identified issues regarding Santa Maria and NCSD water compatibility (*Santa Maria Inter-Tie*);
- Coordinated with the City of Santa Maria regarding potable water system operations (*Santa Maria Inter-Tie*);
- Prepared hydraulic analysis of water distribution system near Summit Station Road;
- Analyzed water supply for Lynn Rd. off Pomeroy and to "The Bluffs" near Santa Maria Speedway;
- Installed drinking water wells: Church #1, Bevington, Omiya, Sundale Way, and Via Concha;
- Constructed 3 separate 1 million gallon water storage reservoirs;
- Constructed water mains: Tefft St. from Dana to Thompson, Pomeroy Rd.: Willow To Arden Way, Price St., Mallagh St., Bennett St., Camino Caballo between Osage & Pomeroy;
- Designed water main and casing for new Highway overpass bridge;
- Designed the 200 gpm intertie to the Black Lake golf course water tank and booster station;

Wastewater Collection and Treatment

- Prepared plans for sewer & water services to vacant lots South of Tefft St.;
- Prepared plans for installation, upgrades, and expansions of the Southland and Black Lake wastewater treatment plants;
- Constructed the Tefft Street Lift Station;

Familiarity with the Nipomo Community Service District

- We have built relationships with the key players, including NCSD, SLO County, Conoco-Phillips, as well as the NCSD maintenance staff as it has evolved over the years. Our relationship with Conoco-Phillips may assist in Phase III discussions as well.
- We have seen the District expand and have been around to assist you with challenges as the District's service volume and the Nipomo area has grown.
- Our staff has intimate knowledge of NCSD process control elements and has serviced NCSD SCADA and process control systems since 1993. More specifically:
 - In 2004, Juan Anderson designed and implemented a web-based SCADA system that is currently in place and operating the potable production and storage and monitoring alarms for the collection system lift stations.
 - We have insight regarding the current equipment and potential need for updating for future growth.
- In addition, Koff & Associates is under contract with Nipomo Community Services District to conduct a comprehensive total compensation survey for the District and is familiar with the District's classifications and organizational structure as needed for Phase VII.

2. Scope of Services and Timeline

Proposed Approach

Cannon Associates takes a proactive approach to project management, with an emphasis on project familiarity, open communications, quality and cost control, and project scheduling.

In implementing an effective master planning process, it is essential to develop a clear and thorough understanding of the objectives, goals, and expectations for the project. This is accomplished by becoming familiar with the community's needs, the scope of work, and the individual roles of the project team members, most importantly NCSD representatives assigned to the project.

Open communications with the involved parties and agencies will consistently be maintained so that all project expectations for the master planning process are

understood and taken into consideration. Defined lines of communication between specifically named individuals will be established from the project onset.

You will notice that each phase defined below includes the opportunity for feedback and comments by the NCSO staff. In addition, we are planning to participate in monthly progress meetings and committee meetings during the development of the Master Plan Update, as well as up to five additional staff meetings as requested (discussed in task 48 in the RFP). Each of these meetings represents a key opportunity for the NCSO staff to interact with the consultant team and direct the project. Furthermore, these opportunities will allow for the immediate resolution to project issues at the table – an important consideration for resolution of unforeseen conflict and project scope development.

Once developed, we will incorporate our understanding into a feasible project work plan that defines the project scope, establishes forecasting criteria and a list of deliverables, and presents a realistic project schedule.

The following approach is broken into nine phases that take into consideration the 49 tasks as outlined in the Request for Proposal (RFP). For each of the phases listed below, we will conduct the required research, prepare an administrative draft update, coordinate with staff regarding edits to the administrative draft, publish a draft update, present the draft update to the Board, interact with staff regarding edits to the draft update, and publish the final update.

- Phase I: Project Kickoff, Research, Water Demand and Sewer Loading Projections Update;
- Phase II: Water Modeling, Scenario Analysis, Future Project Identification & Prioritization;
- Phase III: Conoco-Phillips Water Supply Feasibility Study;
- Phase IV: Sewer Modeling, Scenario Analysis, Future Project Identification & Prioritization;
- Phase V: Hazard and Security Evaluation;
- Phase VI: Future Water and Sewer Regulation Evaluations and Recommended Projects;
- Phase VII: O&M Work Forecast and Staffing Plan;
- Phase VIII: Master Plan Report Preparation; and
- Phase IX: Water System Model Manual and Training.

Our goal is to assist the NCSO in developing a clear Water and Sewer Master Plan Update that addresses the implementation of key issues and projects and conforms to the required budget and timeline.

Phase I: Project Kickoff, Research, Water Demand and Sewer Loading Projections Update, includes tasks 1 through 4 from the RFP. In this phase we will develop population projections, duty factors, water demands and sewer flow and load projections for the existing Blacklake and Town water and sewer service areas as well as the un-annexed areas within NCSO's SOI. Our main objective will be to verify and summarize previous and on-going projections made in various studies, including the LAFCO SOI Study (2004), Preliminary Engineering Report for Intertie Project (on-going), Southland WWTP Master

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Plan (on-going), Water and Sewer System Master Plan 2001 Update, and the 1995 Water and Sewer Master Plan.

This phase includes the preparation of a draft technical memorandum and culminates with the submittal of the Final Technical Memorandum within 90 calendar days of agreement execution (assuming a 30 calendar day NCSD review and comment period).

Phase II: Water Modeling, Scenario Analysis, Future Project Identification and Prioritization, includes tasks 5 through 17 from the RFP. In this phase we will focus on developing the model of the current water system in "WaterCad." This effort will include calibrating the model based on observed pressure and flow measurements; adapting the model to various changes in the source of supply to accommodate introduction of supplemental water and to various changes in demand patterns to reflect future growth, annexations, and interconnections with other water purveyors; and evaluating flow bottlenecks in the Town and Blacklake Water distribution system related to current conditions and conditions with at least three combinations of future supply and demand. This phase will also include identifying color coding requirements for fire hydrants, evaluating the effectiveness of converting the existing groundwater wells from electric power to natural gas power; proposing a project to convert cost effective wells and estimate conversion costs; and developing new project proposals to eliminate the identified water distribution bottlenecks, production deficiencies, and treatment deficiencies and develop conceptual cost estimates for those new project proposals and previously proposed projects that have not been completed.

In this phase we will incorporate the recommendations from the Waterline Intertie Project Pre-Design Studies into the listing of new water system projects; propose projects to loop dead end water lines identified by staff and provide cost estimates for each such project; propose a project to separate the intake from the discharge water line and a booster station at the Standpipe tank and provide a cost estimate; and evaluate the adequacy of mixing in each water storage reservoir and propose projects to enhance mixing where desirable.

Finally, we will evaluate the cost of relocating each of the NCSD water mains inside the six respective County Drainage structures to be replaced within the next three years.

This Phase will culminate in the preparation and submittal of a Final Technical Memorandum that reflects NCSD staff comments. As shown on the enclosed Project Schedule, the tasks in this phase will take approximately 4 ½ months from agreement execution (assuming a 30 calendar day NCSD review and comment period).

Phase III: Conoco-Phillips Water Supply Feasibility Study includes tasks 18 through 20 from the RFP.

This phase includes preparation of a feasibility study that will comment on the potential concept of substituting desalted sea water or brackish ground water for the fresh groundwater currently used in Conoco-Phillips cooling towers using surplus energy from Conoco-Phillips Refinery and if such a project has potential to cost effectively save potable supply.

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Cannon Associates brings unique qualifications to this phase of the project. Over years of successful projects, we have developed a strong relationship with the staff at the Conoco-Phillips refinery. This relationship will help the NCS D facilitate the discussions and potential project. In addition, Cannon Associates has worked in the oil industry for more than 30 years. This experience will benefit the NCS D in the form of conceptual designs and creative ideas for staff at the refinery.

We suggest that the original scope of work be amended to include time for meetings with Conoco-Phillips staff to discuss this concept before preparing the feasibility study.

This phase culminates with the submittal of a Final Technical Memorandum that reflects NCS D staff comments. As shown on the enclosed Project Schedule, the tasks in this phase will take approximately 4 ½ months from agreement execution (assuming a 30 calendar day NCS D review and comment period).

Phase IV: Sewer Modeling, Scenario Analysis, Future Project Identification & Prioritization includes tasks 21 through 31 from the RFP. This phase will include evaluation of and recommendations for future projects for the Town and Blacklake Sewer collection system; Blacklake Sewer Treatment System; the Southland and Blacklake Sewer Disposal and Sludge Systems. In proposing new projects, we will pay close attention to ensure compliance with the State's Sewer System Overflow Regulations as well as serve the orphan areas.

It is our understanding that Boyle Engineering is evaluating the capacity of Southland Sewer Disposal and Sludge Systems. We have included a small amount of time to incorporate their findings into this plan.

Based on our familiarity with the system, we understand that the current capacity of the Blacklake Sewer Disposal and Sludge system will most likely be sufficient for growth for years to come, so very little time is included for further evaluation.

This phase will also include evaluation of the Southland WWTF Master Plan as well as the Southland Shop upgrade project to incorporate both into the Water & Sewer Plan.

This phase will include evaluating the cost of relocating each NCS D sewer main that is inside of the six respective County Drainage structures to be replaced within the next three years.

During this phase, we also recommend developing a sewer system model to complement the water model to be developed in Phase II. SewerCad by Haestad Methods is the recommended software package for modeling and helping to determine projected flows. This sewer system model will not only be useful in the analysis of the District's sewer system as part of this Master Plan update, but also in staff's ability to predict and model impacts to the system as they occur in the future. The recommended software is very similar in nature to the water system package so additional training would be minimal.

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This phase culminates with the submittal of a Final Technical Memorandum that reflects NCSD staff comments. As shown on the enclosed Project Schedule, the tasks in this phase will take approximately 4 ½ months from agreement execution (assuming a 30 calendar day NCSD review and comment period).

Phase V: Hazard and Security Preparation, includes tasks 32 through 36 from the RFP. During this phase we will determine the additional planning requirements necessary for NCSD to qualify for FEMA, Hazard Mitigation Grant Funding and recommend projects to bring NCSD into compliance. We will also evaluate the security of NCSD's water production and storage facilities as well as the sewer treatment and disposal facilities; and propose projects to upgrade each facility's security and provide cost estimates for each such upgrade.

This phase culminates with the submittal of Final Technical Memorandum that reflects NCSD staff comments. As shown on the enclosed Project Schedule, the tasks in this phase will take approximately 3 ½ months from agreement execution (assuming a 30 calendar day NCSD review and comment period).

Phase VI: Future Water and Sewer Regulations Evaluations and Recommended Projects, includes tasks 37 through 40 from the RFP. During this phase we will evaluate upcoming Potable Water Quality requirements being considered by US EPA and CA DOHS and recommend projects that may be necessary to comply with those requirements.

It is our understanding that Boyle Engineering is reviewing the Wastewater Quality requirements being considered by the SWRCB and the RWQCB as part of the Southland WWTP master planning effort. We have included a small amount of time to incorporate their findings into this plan.

This phase culminates with the submittal of Final Technical Memorandum that reflects NCSD staff comments. As shown on the enclosed Project Schedule, the tasks in this phase will take approximately 3 ½ months from agreement execution (assuming a 30 calendar day NCSD review and comment period).

Phase VII: O&M Work Forecast and Staffing Plan, includes tasks 41 through 43 from the RFP. During this phase we will work with the NCSD to develop a work forecast and staffing plan.

We understand that Koff & Associates is already under contract with the NCSD to prepare a salary survey. This information will be combined with the staffing information to create a detailed staffing plan.

This phase culminates with the submittal of a Final Technical Memorandum that reflects NCSD staff comments. As shown on the enclosed Project Schedule, the tasks in this phase will take approximately 4 ½ months from agreement execution (assuming a 30 calendar day NCSD review and comment period).

Phase VIII: Master Plan Report Preparation includes tasks 44 through 46 as well as task 49 from the RFP. During this phase, we will pull together the results of all previous phases and respective Final Technical Memorandums into the Master Plan Update.

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As with the previous phases, we will prepare a revision to the draft document based on NCSD staff feedback and comments. We welcome participation by the NCSD staff and look forward to the presentation and meeting portion of this phase. This will provide another opportunity to meet the NCSD staff's expectations and ensure the Master Plan addresses the desired issues.

This phase culminates with the submittal of 20 copies of the Final Master Plan to the Board. At that time, we will also submit an electronic copy of all work product deliverables in a format acceptable to NCSD. As shown on the enclosed Project Schedule, the tasks in this phase will take approximately 7 ½ months from agreement execution (assuming a 30 calendar day NCSD review and comment period).

Phase IX: Water System Model Manual and Training consists of task 47 from the RFP. During this phase, we will submit the Water System WaterCad Hydraulic Model along with user's manual, assist the staff in securing appropriate software, initialize the settings on the software and provide at least eight hours of instruction to NCSD staff on accessing the hydraulic model. NCSD will be responsible for separately securing more detailed training to perform queries regarding the impacts of new development and/or new water supplies on system pressures and flows.

Scope of Work

The detailed Scope of Work is included in the Appendix. The Scope of Work we recommend is in general conformance to the Scope of Work included in the NCSD RFP. Any modifications or amendments to that scope have been included in the "Scope Amendments/Alternatives" section.

Proposed Timeline

Cannon Associates understands the importance of meeting project schedules and deliverable deadlines. The proposed timeline is based on information presented in the RFP, the careful evaluation of the project, its objectives and scope, and the logical sequencing needed to adequately fulfill the requirements of this project.

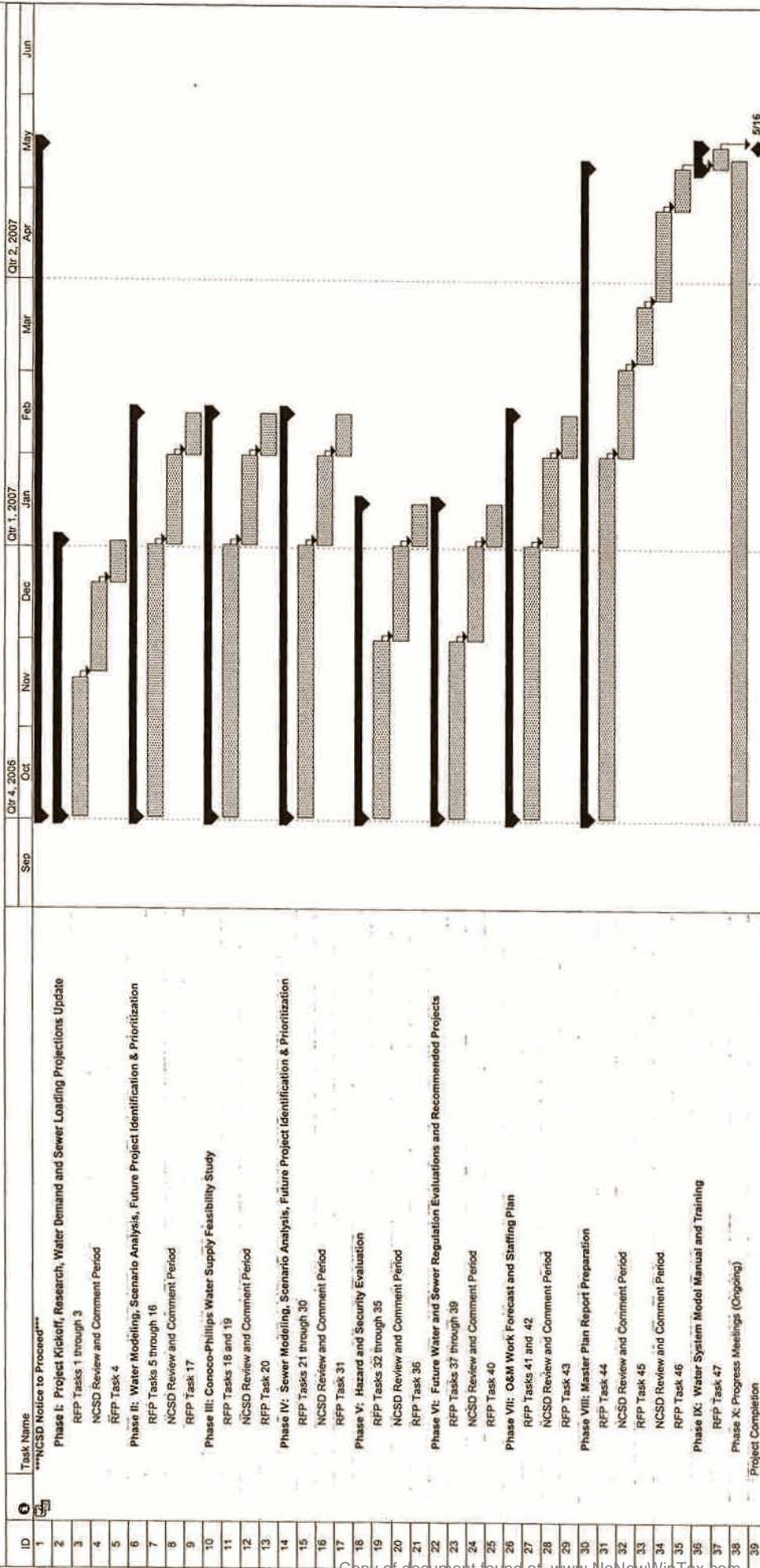
Every effort has been made to propose a realistic schedule that allows appropriate timeframes for District review. This schedule is predicated on the assumption that data and information requested from the District (and the District's consultants currently under contract) will be readily available for our use in preparing the master plan document. We've also assumed a one month NCSD review and comment period for all technical memorandums and deliverables, given that the holiday seasons may delay the return of comments for our use. The timeline can be found on the next page.

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NIPOMO COMMUNITY SERVICES DISTRICT WASTER AND SEWER MASTER PLAN UPDATE PROJECT SCHEDULE



Summary
 External Tasks
 Progress Milestone
 Milestone
 Summary
 Project Summary
 Milestone
 Milestone

3. Personnel

Experience of Design Team Leader

Larry Kraemer, PE, will manage this project for our team. Larry has more than 20 years of experience in municipal engineering for both the public and private sectors. He has served as a Senior Engineer for complex civil engineering projects dealing with both Water Resources and Wastewater Collection and Treatment. His duties and responsibilities include the technical oversight of design, construction and master planning projects, construction contract administration and management for pipelines, dams, and pump stations, and negotiation of private operations and maintenance contracts.

Larry works from the San Luis Obispo office and will provide design services from that office. His address, phone number, fax number, and e-mail address are as follows.

- 364 Pacific Street, San Luis Obispo, CA 93401
- Phone: 805-544-7407
- Fax: 805-544-3862
- E-mail: larryk@cannonassoc.com

Jim Garing, PE and Malcolm McEwen, PE, of Garing Taylor & Associates will work in close conjunction with Larry to facilitate the various phases of the work.

Jim Garing, PE, has been with Garing, Taylor & Associates, Inc. since August of 1972 Appointed President of Garing, Taylor & Associates, Inc. in June of 1981. He has served as Project Engineer for various municipal design projects including master drainage studies, water acquisition, storage and pumping systems, sewer systems, streets, storm drains, wastewater treatment plants and water treatment plants. His experience includes being the project manager for water treatment, transmission and street improvements in the cities of Pismo Beach, Grover Beach, Guadalupe and Arroyo Grande. In addition, he is an expert witness in Civil Engineering at trials and on issues involving standard of care, forensic investigations, engineering professionalism, construction methods and design. Qualified many times as expert witness in Superior Courts of Santa Barbara County, San Luis Obispo County and Los Angeles County.

Malcolm McEwen, PE, is a civil engineer for Garing Taylor & Associates. As such, he is currently working on the City of Grover Beach – Water Master Plan Update as well as the City of Grover Beach – Sewer Master Plan Update and Specific Plan. In addition, he worked on the OCSD Water Master Plan Update. These projects involved analysis of current and projected land use and population, water demand, water storage, and water distribution system; computer modeling of the water distribution system under various conditions; and making recommendations and cost estimates regarding design standards and criteria, water quality and system maintenance.

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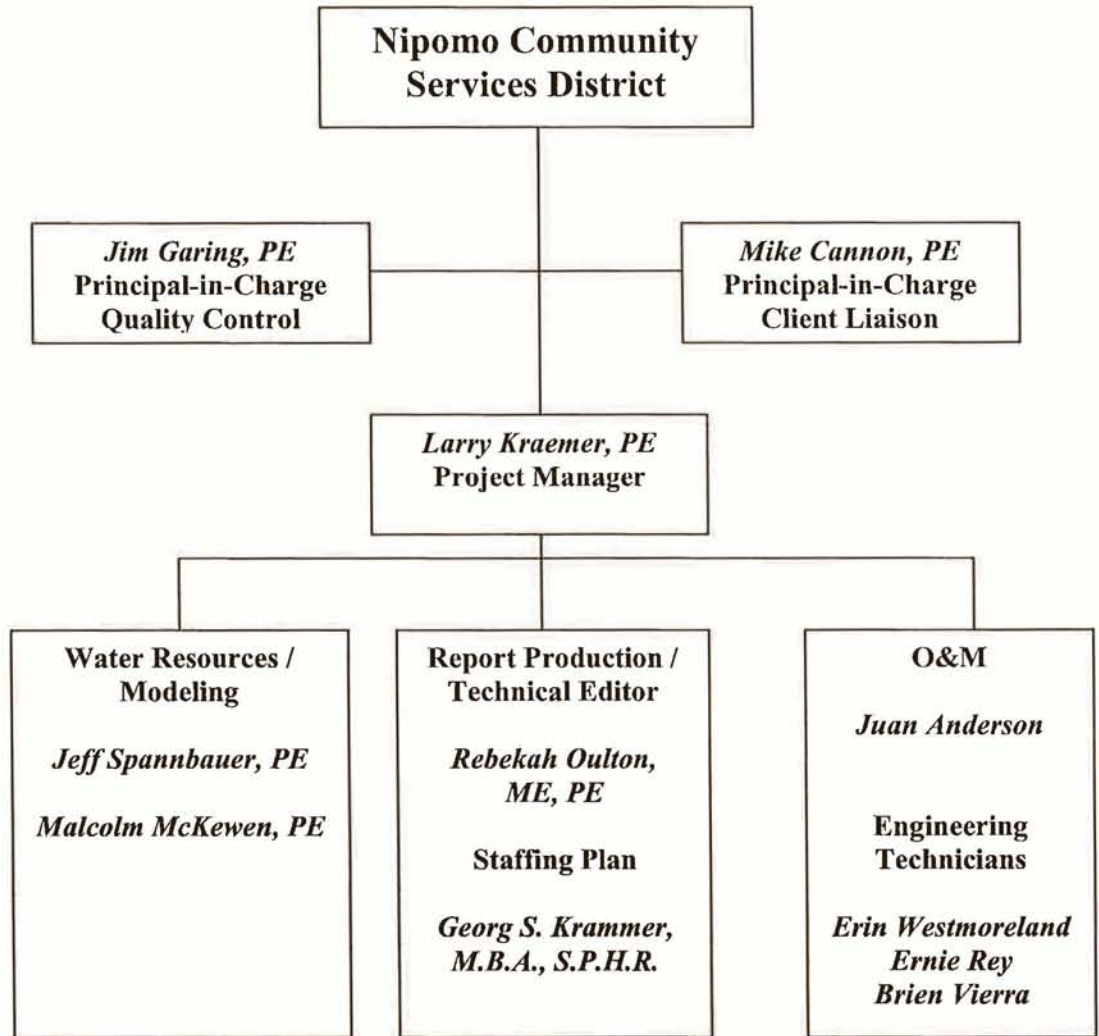
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Our team consists of knowledgeable professionals from Cannon Associates, Garing Taylor & Associates, and Koff & Associates; each with valuable expertise specifically needed for this project. The organizational chart depicts the name and position of all team members as well as describes each person's responsibility. A resume for each individual is included in Appendix A.

Organizational Chart



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4. Experience

The Cannon Team has built relationships with the key players, including NCSO, SLO County, Conoco-Phillips, as well as the NCSO maintenance staff as it has evolved over the years. We have seen the District grow and have been around to assist you with challenges as the District's service volume and area has grown.

Our Team has intimate knowledge of all NCSO process control elements and has serviced NCSO SCADA and process control systems since 1993. We have insight regarding the current equipment and potential need for updating for future growth.

Our Team brings an abundance of local knowledge to this Water and Sewer Master Plan Update, as detailed in Section 1. In addition to this experience, members of the Cannon Team have worked on the following projects.

Constraints, Feasibility, and Cost Analysis for the Thunderbird Wells 16-inch Waterline, Paso Robles, California

The City of Paso Robles retained Cannon Associates to provide analysis and design services for the 16-inch Thunderbird Waterline. The scope of the project included developing three alignment alternatives for the waterline; providing a constraints, feasibility, and cost analysis for each alignment; preparing presentation level exhibits for public hearings; providing topographic and boundary surveying for the preferred alignment; providing permitting services for the trenching/directional drilling across the Salinas River; and preparation of construction documents project. The scope of work for this project also included Pre-design and Feasibility analysis, coordination with the public and private utility providers, permitting services, and preparation of plans, specifications, and opinions of probable cost for infrastructure and utilities. The most significant challenge associated with this project was the crossing of the Salinas River. Horizontal Directional Drilling was used as the method of construction for the 800-foot Salinas River Crossing. Permits were required and obtained from the Army Corp of Engineers, US Fish and Wildlife, California Department of Fish and Game, and the Regional Water Quality Control Board. (CA)



Award Winner: APWA: ASCE:

City of Grover Beach Sewer Master Plan (2006) This project includes preparation of a comprehensive Sewer Master Plan that will evaluate the existing system and recommend a program of improvements in order to provide for a well-planned and comprehensive program. Discrete tasks include evaluating the current sanitary sewer system facilities, projecting sewer flows through the year 2025 based upon forecasted growth, determining the facility improvements needed to provide and maintain adequate service, and developing an implementation strategy and cost estimate. (GTA)

Constraints and Feasibility Analysis for the Santa Maria Inter-Tie The Nipomo Community Services District retained Cannon Associates to provide engineering assistance to the staff and Board of Directors of the District to identify and illustrate feasible locations/areas for potential facilities and pipeline routing. The scope of services included identifying and developing exhibits showing proposed facility plot plans with their potential locations; and proposing

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pipeline routes based on the available data. Cannon Associates provided pictures of typical equipment, aerial photos of property lines, land owners, locations, and routes. Enhanced photos were also provided which showed proposed equipment and piping as it might look in place. Cannon Associates was also responsible for conducting and participating in meetings with NCSD, consultants, and board members; as well as initiating communication with Cal-trans and regulatory agencies. (CA)

City of Grover Beach, Urban Water Management Plan Update (2005) and Water Master Plan (2006) The Urban Water Management Plan includes past present and future information regarding population, other demographic factors, climate, water production, water consumption, and water conservation measures, to meet the requirements of California Water Code Division 6, Part 2.6. It further outlines strategies for water conservation and management as well as provides potable water production and consumption projections over the next 20 years. In case of Catastrophic Water Shortage, the Plan also outlines proposed steps to be taken to manage such an event. A Draft Water Shortage Contingency Ordinance is also prepared to enforce proposed water shortage measures and penalties.

The Water Master Plan reflects current conditions and provides the City with information needed to plan system improvements for a 20-year period. Land use patterns and population, historical water demand rates, and population projections are used to project future water demand. Existing facilities are evaluated as to their ability to meet future storage and flow requirements, including fire flows. Existing and potential water supply sources are also evaluated. Existing and probable water quality regulations are examined and strategies for compliance are discussed. Design standards and criteria for future storage and distribution system requirements are reviewed and presented. An assessment of the adequacy of current maintenance programs and staffing is performed and recommendations for meeting future staff and maintenance requirements are presented. Recommended upgrades are prioritized and cost estimates of recommended improvements are provided. Also provided are estimates of future operating costs including maintenance, personnel, materials and supplies. (GTA)

Water Reuse Project, San Luis Obispo, California The team of Brown & Caldwell and Cannon Associates was selected by the City of San Luis Obispo to design additional features to the City's sewer treatment plant and approximately seven miles of distribution pipelines. These improvements will allow reclaimed sewer effluent from the plant, after specialized treatment, to be reused for irrigation purposes throughout the City. Cannon Associates assisted with the preliminary and final planning for the project and provided pipeline design services for over 41,000 lineal feet of pipeline with diameters ranging from 10-inches to 20-inches. Cannon Associates provided the topographic surveying for the project, which includes aerial topographical and supplemental surface utility surveying services. (CA)

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Oceano Community Services District, Water Master Plan Update (2004)
The Water Master Plan Update reflects current conditions and provides the



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District with information needed to plan system improvements for a 20-year period. Land use patterns and population, historical water demand rates, and population projections are used to project future water demand. Existing facilities are evaluated as to their ability to meet future storage and flow requirements, including fire flows. Existing and potential water supply sources are also evaluated. Existing and probable water quality regulations are examined and strategies for compliance are discussed. Design standards and criteria for future storage and distribution system requirements are reviewed and presented. An assessment of the adequacy of current maintenance programs and staffing is performed and recommendations for meeting future staff and maintenance requirements are presented. Recommended upgrades are prioritized and cost estimates of recommended improvements are provided. Also provided are estimates of future operating costs including maintenance, personnel, materials and supplies. (GTA)

Nipomo-Santa Maria Transmission Line Replacement, Nipomo, California

This project entailed replacing 2200 feet of a 12-inch transmission line in Nipomo, California. The line begins at Tefft Street and ends at Thompson Street, paralleling Highway 101. The line is located east of Highway 101 between the Pacific Coast Rail Road right-of-way and Nipomo Creek, and crosses the creek at the southerly tie-in point. The scope of work for this project included Engineering and Surveying. Cannon Associates prepared a photo plan and profile drawings, record drawings; plans, specifications and cost estimates for erosion control, and preparation of details for cathodic protection test stations. They also prepared an aerial and conventional topographic surveys; right-of-way determination; as-built surveys; construction surveying. (CA)

Study of Alternative Strategies for the Atascadero Creek Sewer Siphon Replacement, Atascadero, California Over half of the City of Atascadero's wastewater flows through a concrete encasement of an inverted siphon under the Atascadero Creek on a daily basis. As a result of erosion, the encasement was exposed and additional erosion threatened to weaken structural support of the pipe. If weakened, this critical pipeline link could fail and result in significant environmental and financial repercussions. The City of Atascadero retained Cannon Associates to assist with the immediate protection and ultimate replacement/abandonment of the sanitary sewer siphon under Atascadero Creek. Cannon Associates prepared a study of alternative strategies for protection/replacement of the sewer line, and provided plans for the horizontal directional drilling (HDD) installation of a replacement line. Since the exposed pipeline crossed a perennial creek, environmental impacts and permitting considerations were key factors in developing viable plans for the protection, bypass, and eventual replacement of the existing sewer creek crossing. (CA)

San Miguelito Mutual Water Company, Water and Wastewater Master Plan (1995) This project includes the planning to integrate 275 acre-feet of State water and to identify the effects of both existing and planned development within the service area. The work includes analysis of all existing infrastructure and resources (water resources, wastewater facilities and delivery systems) and development of a plan to address infrastructure needs in terms of size and phasing of additional facilities to accommodate existing and proposed development. (GTA)

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80,000 Barrel Storage Tank Replacement, Santa Maria, California This project entailed replacing two existing storage tanks for oil and water with an 80,000 barrel storage tank at a pump station in Santa Maria, California. Engineering included preparation of plans, specifications and cost estimates to expand the existing secondary containment system, complying with National Fire Protection Association (NFPA) guidelines and grading and drainage. Surveying included preparation of a topographic survey. (CA)

Shandon Water Storage Tank and Water Transmission Main, County of San Luis Obispo, California The County of San Luis Obispo Service Area 16-1 is currently enhancing the efficiency of the area's water system. Cannon Associates is providing the engineering and surveying services to construct a new water transmission main and water storage tank. Estimated construction costs for the project are \$600,000. Engineering included preparation of plans and specifications for 5300 feet of 8-inch water transmission main, and a 198,800 gallon bolted steel water tank, as well as, obtaining permits and agency approvals. Surveying included preparation of topographic and right-of-way surveys, and legal descriptions. (CA)

City of Paso Robles / Templeton Community Services District Interceptor Line, Lift Station No.2 Replacement and Sewer Reaches 2 & 4 Upgrades, Paso Robles, California The City of Paso Robles retained Cannon Associates to provide survey and engineering services for the replacement of an existing 1 MGD lift station and the upgrade of two existing sewer main reaches (approximately 2 miles of gravity sewer main). The existing systems were running at or near capacity and therefore were limiting the efficiency and ultimate build-out service of the Paso Robles/Templeton Interceptor Line. Both the new lift station and the sewer main were upsized to handle flows of approximately 3MGD. One of the major challenges of the project was the limited amount of space available to construct the improvements. The innovative design included prefabrication of the lift station components for efficient installation at the site, and the use of trenchless technology (pipe-bursting) for constructing the sewer main within a narrow, partially-improved easement and within City streets. Cannon Associates provided the initial topographic and right-of-way surveying, prepared plans, specifications, and cost estimates, and provided construction staking and engineering support throughout the construction project. (CA)



"[Cannon Associates] provided a creative design to overcome potential obstacles while keeping the project on time and reasonably within budget" – Ditas Esperanza, Capital Projects Engineer, City of Paso Robles.

City of Atascadero Lift Station, Atascadero, California In coordination with the City of Atascadero, Cannon Associates designed a 250,000 gpd sewer lift station and 3 miles of sewer force main to serve a 30-acre multiphase development. The development consisted of approximately 300,000 square feet of building space, roadway improvements in the City and Caltrans right-of-ways, utilities, parking, retaining walls, and landscaping. The lift station portion of this project was constructed to allow the City to eliminate several of their smaller lift

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stations throughout the town. Cannon Associates also designed 1000 feet of 12-inch to 36-inch storm drain pipes to outlet into the adjacent creek. (CA)

Success in Meeting Budgets and Timelines

Understanding budgetary constraints and a variety of other issues will dictate the project scope; Cannon Associates believes firmly in this service and budgets appropriate time and resources for our required involvement as the prime consultant. Our use of standard templates and knowledge of historical productivities for various types of work allows us to quickly develop accurate estimates of staffing requirements and cost. We continually monitor staff availability and incorporate this information in developing and maintaining our project schedules.

Cannon Associates has developed a strong reputation for product delivery and professional service and has grown based upon positive project performance throughout California. We have developed a comprehensive internal quality and cost control program based on peer review and weekly progress reporting that has been used effectively to ensure that projects meet the established design guidelines, are within budget, and stay on schedule.

We take pride in our ability to develop creative approaches to expedite projects and meet the needs of our clients. At Cannon Associates, we subscribe to the philosophy that quality performance and meeting project schedules and budgets result in client satisfaction and long term relationships. This philosophy proves itself out in the fact that over 80% of our new projects come from repeat clients. We are confident in our ability to respond to the needs of the Nipomo Community Services District providing quality engineering services for the Water and Sewer Master Plan Update.

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5. References

Please feel free to contact any of the client contacts we have listed below for their perspective on our work.

Name Organization	Address/Phone/Email	Description of Work
Ditas Esperanza City of Paso Robles	1000 Spring Street Paso Robles, CA 93446 805-237-3861 ditas@prcity.com	Thunderbird Wells 16-inch Waterline
John Hollenbeck County of San Luis Obispo	County Government Center, Room 207 San Luis Obispo, CA 93408 805-781-1288 jhollenbeck@co.slo.ca.us	Nacimiento Water Project
Frank Nichols ConocoPhillips Pipeline	1232 Park Street, Suite 300 Paso Robles, CA 93446 805-226-2644 frank.l.nichols@conocophillips.com	Nipomo-Santa Maria Transmission Line Replacement
Charles Ashe Plains Exploration and Production Company	1200 Discovery Drive, Ste. 500 Bakersfield, CA 93308 661-337-1382 ashc@nuevoenergy.com	Arroyo Grande Oil Field Reclamation Project - Delivery Pipeline and Pump Station
Steve Kahn City of Atascadero	6500 Palma Avenue Atascadero, CA 93422 805-461-5020 skahn@atascadero.org	Sewer Siphon Project
Don Spagnolo City of Arroyo Grande	P.O. Box 550 Arroyo Grande, CA 93420 (805) 473-5440	<i>Garing Taylor & Associates</i>
George Hansen City of Grover Beach	P.O. Box 365 Grover Beach, CA 93483 (805) 473-4520	<i>Garing Taylor & Associates</i>
Meg Williamson City of Paso Robles	(805) 237-3888	<i>Koff & Associates</i> <i>City-Wide Classification and</i> <i>Compensation Study</i>

6. Cost Estimate

The follow page details our anticipated costs for preparation of the Master Plan Update.

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**Water and Sewer Master Plan Update
Budget Estimate**

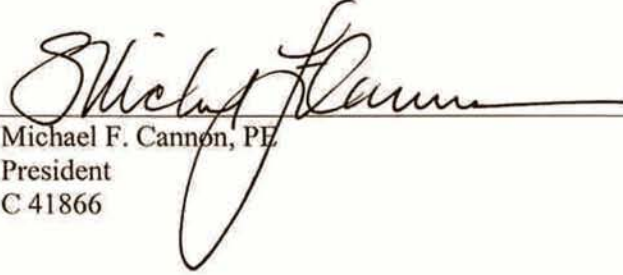
TASKS	Rates	Hours							Total Hours	Budget Estimate
		Chief Engineer / Process Engineer	Senior Engineer Challinor/Elect	Associate Engineer	Engineer II	Administrative Assistant III	Sub-consultants			
Phase I: Project Kickoff, Research, Update Water Demand and Sewer Loading Projections										
1. Review background information and meet with NCSD staff.		8	16	16		4			44	\$5,408
2. Develop population projections, duty factors, water demands and sewer flow and load projections for existing Blacklake and Town Water and Sewer service areas (including "orphan" areas) as well as for the un-annexed areas within NCSD's Sphere of Influence.		4	40	64					108	\$13,480
3. Prepare and submit 5 sets of a Draft Technical Memorandum within 45 calendar days of agreement execution incorporating the results of Task 2 to NCSD staff for comment.			16	24	24	8			72	\$7,536
4. Edit the Draft Task 2 Technical Memorandum to reflect Staffs comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staffs comments.			16	24		4			44	\$5,168
Subtotal:		12	88	128	24	16			268	\$31,592
Phase II: Water Modeling, Scenario Analysis, Future Project Identification and Prioritization										
5. Compile hydraulic flow model of current NCSD Water System in "Water Cad" and calibrate model based on observed pressure and flow measurements.			40	80					120	\$14,800
6. Structure hydraulic flow model to accommodate supplemental water as well as changes in demand patterns resulting from future growth, annexations, and interconnections with other water purveyors.			8	16					24	\$2,960
7. Evaluate flow bottlenecks in the Town and Blacklake Water distribution system related to current conditions and conditions with at least three combinations of future supply and demand.			16	24					40	\$4,960
8. Determine the appropriate Hydrant flow color coding for all hydrants based on the calibrated hydraulic model and prepare a listing for coating.			8	16					24	\$2,960
9. Evaluate the cost effectiveness of converting the existing groundwater wells from electric power to natural gas power, propose a project to convert cost effective wells; and estimate conversion costs.			4	16					20	\$2,440
10. Develop new project proposals to eliminate the identified water distribution bottlenecks, production deficiencies, and treatment deficiencies. Develop conceptual cost estimates for those new project proposals and previously proposed but uncompleted projects.		8	48	24					80	\$10,320
11. Incorporate the recommendations from the Waterline Intertie Project Pre-Design Studies into the Listing of new water system projects.			16						16	\$2,080
12. Propose projects to loop dead end water lines identified by staff. Provide cost estimates for each such project.			16						16	\$2,080
13. Propose a project to separate the intake from the discharge water line and a booster station at the Standpipe tank. Provide a cost estimate.		4	24	16					44	\$5,640
14. Evaluate the adequacy of mixing in each water storage reservoir. Propose projects to enhance mixing where desirable.			8	8					16	\$2,000
15. Evaluate the cost of relocating each NCSD water main that is inside of the six respective County Drainage structures to be replaced within the next three years.		4	16	16	8				44	\$5,320
16. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Tasks 5 through 15 to NCSD staff for comment.			8	16		8			32	\$3,376
17. Edit the Draft Tasks 5-15 Technical Memorandum to reflect Staffs comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staffs comments.			8	16		4			28	\$3,168
Subtotal:		16	220	248	8	12			504	\$62,104
Phase III: Conoco-Phillips Water Supply Feasibility Study										
18. Comment on the potential concept of substituting desalated sea water or brackish ground water for the fresh groundwater currently used in Conoco-Phillips cooling towers using the refineries surplus energy. If such a project has potential to cost effectively save 6 potable supply, develop a scope of work for a feasibility study.		4	8	8					20	\$2,600
Amendment: Meet with representatives from Conoco-Phillips Refinery to discuss alternatives.		4	8						12	\$1,640
19. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Task 18 to NCSD staff for comment.		4				8			12	\$1,016
20. Edit the Draft Task 18 Technical Memorandum to reflect Staffs comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staffs comments.		4				4			8	\$908
Subtotal:		16	16	8		12			52	\$6,064
Phase IV: Sewer Modeling, Scenario Analysis, Future Project Identification & Prioritization										
Amendment: Compile hydraulic flow model of current NCSD Sewer System in "Sewer Cad" and calibrate model based on District provided data.			24	80					104	\$12,720
21. Evaluate the respective capacities of Town and Blacklake Sewer collection system. Propose new project proposals to satisfy future flow conditions, to serve "Orphan" areas, and to satisfy the new requirements of the State's Sewer System Overflow Regulations. Develop conceptual cost estimates for those new project proposals and previously proposed but uncompleted projects.		8	24	40					72	\$9,120
22. Identify logical Zones of Benefit for provision of sewer service to properties in the Septic Tank Prohibition Zone that are not currently connected to NCSD's sewer collection system.		8	24	8					40	\$5,280
23. Evaluate the capacity of the Blacklake Sewer Treatment System. Propose new projects to satisfy projected flows/loads. Develop conceptual cost estimates for those new project proposals and previously proposed but uncompleted projects.		4	16	8					28	\$3,640

24. Evaluate the respective capacities of the Southland and Blacklake Sewer Disposal and Sludge Systems. Propose new projects to satisfy projected discharge flows and solids. Develop conceptual cost estimates for those new project proposals and previously proposed but uncompleted projects.	8	16	16			40	\$5,200
25. Perform a screening evaluation of potential additional up-gradient locations to recharge treated wastewater flows from the Southland WWTF. Base this screening on ownership, distance from the WWTF and the available geotechnical data (no new testing). Develop cost allowances for up to six locations for future examination. Propose the next steps for such examination.	16	40	40			96	\$12,400
26. Incorporate the recommendations of the Southland WWTF Master Plan into the Water and Sewer Plan.		16				16	\$2,080
27. Incorporate the Southland Shop upgrade project into the Water and Sewer Master Plan.		8				8	\$1,040
28. Determine if solar panels would be a cost effective investment at the Southland Shop and if so, develop cost estimates for installation.		8				8	\$1,040
29. Evaluate the cost of relocating each NCSD sewer main that is inside of the six respective County Drainage structures to be replaced within the next three years.	8	16	56			80	\$10,000
30. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Tasks 21 through 29 to NCSD staff for comment.	4	16	16	8		44	\$5,016
31. Edit the Draft Tasks 21-29 Technical Memorandum to reflect Staffs comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staffs comments.	4	8	8	4		24	\$2,808
Subtotal:	60	216	272	12		560	\$70,344
Phase V: Hazard and Security Preparation							
32. Determine the additional planning requirements necessary for NCSD to qualify for FEMA, Hazard Mitigation Grant Funding and recommend projects to bring NCSD into compliance.	4	16	8			28	\$3,640
33. Evaluate the security of NCSD's water production and storage facilities; propose projects to upgrade each facility's security and provide cost estimates for each such upgrade.	4	16	24			44	\$5,560
34. Evaluate the security of NCSD's sewer treatment and disposal facilities; propose projects to upgrade each facility's security and provide cost estimates for each such upgrade.	4	16	24			44	\$5,560
35. Prepare and submit 5 sets of a Draft Technical Memorandum within 60 calendar days of agreement execution incorporating the results of Tasks 32 through 34 to NCSD staff for comment.	4	8	16	8		36	\$3,976
36. Edit the Draft Tasks 32-34 Technical Memorandum to reflect Staffs comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staffs comments.	4	8	16	4		32	\$3,768
Subtotal:	20	64	88	12		184	\$22,504
Phase VI: Future Water and Sewer Regulations Evaluations and Recommended Projects							
37. Evaluate the upcoming Potable Water Quality requirements being considered by US EPA and CA DOHS. Recommend projects that may be necessary to comply with those requirements.	4	16	8			28	\$3,640
38. Evaluate the upcoming Wastewater Quality requirements being considered by the SWRCB and the RWQCB. Recommend projects that may be necessary to comply with those requirements.		8				8	\$1,040
39. Prepare and submit 5 sets of a Draft Technical Memorandum within 60 calendar days of agreement execution incorporating the results of Tasks 37 & 38 to NCSD staff for comment.		8	8	8		24	\$2,416
40. Edit the Draft Tasks 37 & 38 Technical Memorandum to reflect Staffs comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staffs comments.		8	8	4		20	\$2,208
Subtotal:	4	40	24	12		80	\$9,304
Phase VII: O&M Work Forecast and Staffing Plan							
41. Evaluate the work load requirements for the Utility Department crew to perform current operations. Recommend a crew size, organizational structure and job descriptions/classifications to respond to that work load. Propose a Preventative Maintenance program for NCSD's Water Systems, Sewer Systems, and Fleet operations and recommend a revised crew size to respond to the revised work load. Project future work loads with the preventative maintenance program, the supplemental water project, the upgraded Southland WWTF, and full implementation of the Sanitary Sewer Overflow program and project the crew complement necessary to satisfy those future workloads.						60	\$10,000
42. Prepare and submit 5 sets of a Draft Technical Memorandum within 90 calendar days of agreement execution incorporating the results of Task 41 to NCSD staff for comment.		16				20	\$2,080
43. Edit the Draft Task 41 Technical Memorandum to reflect Staffs comments and submit 5 copies of the Final Technical Memorandum within 14 calendar days of receiving Staffs comments.		4				10	\$520
Subtotal:		20				90	\$12,600
Phase VIII: Master Plan Report Preparation							
44. Prepare and submit 5 sets of the Administrative Draft Master Plan Update within 120 calendar days of agreement execution incorporating the results of the previous tasks and the respective Final Technical Memorandums to NCSD staff for comment.	16	40				56	\$7,600
45. Edit the Administrative Draft Master Plan to compile a proposed Draft Master Plan within 21 calendar days of receiving NCSD Feedback on the Administrative Draft, submit 20 sets for presentation to the NCSD Board, and participate in a meeting with the NCSD Board.	16	40		16		72	\$8,432
46. Edit the Draft to compile the Final Master Plan within 14 calendar days, submit 20 copies of the Final Master Plan and present the Final Master Plan to the Board.		16		8		24	\$2,496
Subtotal:	32	96		24		152	\$18,528
Phase IX: Water System Model Manual and Training							
47. Submit the water system water CAD hydraulic model along with user's manual, assist the staff in securing appropriate software, initialize the settings on the software and provide at least eight hours of instruction to NCSD staff on accessing the hydraulic model. NCSD will be responsible for separately securing more detailed training to perform queries regarding the impacts of new development and/or new		40				40	\$5,200
Subtotal:		40				40	\$5,200
Phase X: Progress Meetings							
48. Participate in monthly progress meetings and monthly committee meetings during the development of the Master Plan Update and up to five additional staff meetings as requested.	40	80		24		144	\$17,648
49. Submit electronic copy of all work product deliverables in a format acceptable to NCSD.		20		8		28	\$3,016
Subtotal:	40	100		32		172	\$20,664
PROJECT TOTALS (hours)	200	900	768	32	132	90	2,122
PROJECT TOTALS (fees)	\$30,000	#####	\$82,160	\$2,880	\$6,864	\$10,000	\$258,904

ENGINEERS
PLANNERS
SURVEYORS

7. Authorization

The fees quoted in this proposal are valid for 90 days from this date. If you have any questions, please give me a call.



Michael F. Cannon, PE
President
C 41866

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ENGINEERS
PLANNERS
SURVEYORS

Appendix A: Resumes

Resumes for the following professionals can be found in this section.

Team Member	Team Responsibility
Larry Kraemer, PE <i>Cannon Associates</i>	Project Manager, Primary NCSO Contact
Jim Garing, PE <i>Garing Taylor & Associates</i>	Principle-In-Charge
Michael F. Cannon, PE <i>Cannon Associates</i>	Principle-In-Charge, QA/QC
Juan R. Anderson <i>Cannon Associates</i>	SCADA Control, O&M
Jeff Spannbaauer, PE <i>Cannon Associates</i>	Project Engineer, Water Systems Specialist
Malcolm A. McEwen, PE <i>Garing Taylor & Associates</i>	Water Resources/Modeling
Rebekah Oulton, ME, PE <i>Cannon Associates</i>	Report Production Technical Editor
Erin Westmoreland <i>Cannon Associates</i>	Engineering Technician
Ernie Rey <i>Cannon Associates</i>	Project Engineer
Brien Veirra, PE <i>Cannon Associates</i>	Project Engineer

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