

TO: BOARD OF DIRECTORS
FROM: DON SPAGNOLO
GENERAL MANAGER
DATE: AUGUST 5, 2010



CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.

**Questions or clarification may be made by the Board members
without removal from the Consent Agenda.**

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES OF JULY 28, 2010 [RECOMMEND APPROVAL]
- D-3) AGREEMENT WITH SAN LUIS OBISPO COUNTY TO CONSTRUCT WATERLINE AS PART OF THE WILLOW ROAD PHASE 2 PROJECT [RECOMMEND APPROVAL]
- D-4) AECOM CONTRACT ASSIGNMENT [RECOMMEND APPROVAL]
- D-5) AECOM TASK ORDER FOR THE FRONTAGE ROAD TRUNK SEWER PROJECT [RECOMMEND APPROVAL]
- D-6) DOUGLAS WOOD & ASSOCIATES TASK ORDER FOR THE FRONTAGE ROAD TRUNK SEWER PROJECT [RECOMMEND APPROVAL]
- D-7) FUGRO WEST TASK ORDER TO PERFORM SUPPLEMENTAL GROUNDWATER MODELING OF THE PASQUINI PROPERTY [RECOMMEND APPROVAL]

TO: BOARD OF DIRECTORS
 FROM: DON SPAGNOLO
 GENERAL MANAGER MANAGER
 DATE: AUGUST 5, 2010

**AGENDA ITEM
 D-1
 AUGUST 11, 2010**

**TOTAL COMPUTER
 CHECKS
 \$ 208,493.47**

HAND WRITTEN CHECKS

07-26-10	20144	JAMES HARRSION	WIP COMMITTEE	100.00
07-26-10	20145	ED EBY	WIP COMMITTEE	100.00
08-02-10	20146	ED EBY	PUBLIC OUTREACH COMMITTEE	100.00
08-02-10	20147	MICHAEL WINN	PUBLIC OUTREACH COMMITTEE	100.00

VOID - 20143, 18282-18293

COMPUTER GENERATED CHECKS

18294	08/06/10	CAL19	CALIFORNIA STATE DISBURSE	344.76	.00	344.76	B00803	WITHHOLDING ORDER
18295	08/06/10	EMP01	EMPLOYMENT DEVELOP DEPT	1424.42	.00	1424.42	B00803	STATE INCOME TAX
18296	08/06/10	MID01	RABOBANK-PAYROLL TAX DEPO	3788.59	.00	3788.59	B00803	FEDERAL INCOME TAX
				60.98	.00	60.98	1B00803	FICA
				1010.28	.00	1010.28	2B00803	MEDICARE (FICA)
			Check Total.....:	4859.85	.00	4859.85		
18297	08/06/10	MID02	RABOBANK-DIRECT DEPOSIT	27856.67	.00	27856.67	B00803	NET PAY
18298	08/06/10	PER01	PERS RETIREMENT	8340.62	.00	8340.62	B00803	PERS PAYROLL REMITTANCE
18299	08/06/10	STA01	ING-PERS 457 DEFERRED COM	875.00	.00	875.00	B00803	457 DEFERRED COMP
018300	08/11/10	ABA01	ABALONE COAST BACTERIOLOG	20.00	.00	20.00	10-1815	LAB TEST-BLWWTP
				175.00	.00	175.00	10-1841	LAB TEST-WATER SAMPLES
				176.00	.00	176.00	10-1874	LAB TEST-SOUTHLAND WWTP
				20.00	.00	20.00	10-1875	LAB TEST-BL WWTP
				124.00	.00	124.00	10-1877	LAB TEST-SOUTHLAND WWTP
				20.00	.00	20.00	10-1908	LAB TEST-BL WWTP
				20.00	.00	20.00	10-1922	LAB TEST-BL WWTP\
				20.00	.00	20.00	10-1945	LAB TEST-BL WWTP
				20.00	.00	20.00	10-1965	LAB TEST-BL WWTP
				14.40	.00	14.40	10-1967	LAB TEST-BL WWTP
				175.00	.00	175.00	10-1968	LAB TEST-WATER SAMPLES
				20.00	.00	20.00	10-1990	LAB TEST-BL WWTP
				124.00	.00	124.00	10-1991	LAB TEST-SOUTHLAND WWTP
				14.40	.00	14.40	10-1992	LAB TEST-BL WWTP
				176.00	.00	176.00	10-1993	LAB TEST-SOUTHLAND WWTP
				129.60	.00	129.60	10-2018	LAB TEST-WATER SAMPLES
				20.00	.00	20.00	10-2019	LAB TEST-BL WWTP
				20.00	.00	20.00	10-2033	LAB TEST-BL WWTP
			Check Total.....:	1288.40	.00	1288.40		
018301	08/11/10	ADV01	ADVANTAGE ANSWERING PLUS	154.78	.00	154.78	114303	ANSWERING SERVICE
018302	08/11/10	ADV02	ADVANCED INFRASTRUCTURE T	1372.36	.00	1372.36	6320	GREASE REMOVAL NOZZLES
018303	08/11/10	AEC01	AECOM USA INC	20877.21	.00	20877.21	7082863	SOUTHLAND WWTF UPGRADE
				2775.60	.00	2775.60	7082906	PCI VINTAGE TRACT 2650
				6367.65	.00	6367.65	7082907	WATERLINE INTERTIE PROJEC
				438.75	.00	438.75	7082909	PCI KENGL CO 06-0225
				1036.80	.00	1036.80	7082910	SEWER SCADA UPGRADE
				1287.36	.00	1287.36	7082911	WATER SCADA UPGRADE
			Check Total.....:	32783.37	.00	32783.37		
018304	08/11/10	AME03	AMERI PRIDE	126.07	.00	126.07	133661	UNIFORMS
				109.94	.00	109.94	139170	UNIFORMS
				126.07	.00	126.07	144760	UNIFORMS
			Check Total.....:	362.08	.00	362.08		
018305	08/11/10	AQU01	AQUA-METRIC SALES CO.	12990.00	.00	12990.00	33797	WATER METERS
018306	08/11/10	ATT01	AT&T/MCI	148.69	.00	148.69	1514364	TELEPHONE
				25.86	.00	25.86	1514616	TELEPHONE
				150.40	.00	150.40	1514686	TELEPHONE
			Check Total.....:	324.95	.00	324.95		
018307	08/11/10	BEN02	BENTLEY SYSTEMS, INC.	1749.30	.00	1749.30	47329430	WATER/SEWER GEMS SUBSCRIP

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS AUGUST 11, 2010**

**AGENDA ITEM
D-1
AUGUST 11, 2010
PAGE TWO**

018308	08/11/10	BRE02	BRENNTAG PACIFIC INC.	900.55 627.43	.00 .00	900.55 627.43	BPI019752 BPI019753	SDOIIUM HYPOCHLORITE SODIUM HYOCHLORITE
			Check Total.....:	1527.98	.00	1527.98		
018309	08/11/10	BRI01	BRISCO'S	855.29	.00	855.29	JULY 2010	OPERATING SUPPLIES
018310	08/11/10	COR01	CORBIN WILLITS SYSTEMS	130.00 750.83	.00 .00	130.00 750.83	731 7151	COMPUTER SUPPORT SOFTWARE SUPPORT
			Check Total.....:	880.83	.00	880.83		
018311	08/11/10	CRO03	CROSNO CONSTRUCTION INC	4035.96	.00	4035.96	3	TANK REHABILITATION
018312	08/11/10	CWE01	CWEA	262.00	.00	262.00	B00805	COLLECTIONS EXAM-HUGHES
018313	08/11/10	EBY01	EBY, ED	100.00	.00	100.00	081110	REGULAR BD MTG 8/11/10
018314	08/11/10	FAR02	FAR WEST EXPRESS	23.00	.00	23.00	JULY 2010	DELIVERY
018315	08/11/10	FGL01	FGL ENVIRONMENTAL	67.00 534.00 49.00 203.00 203.00 223.00 320.00 40.00	.00 .00 .00 .00 .00 .00 .00 .00	67.00 534.00 49.00 203.00 203.00 223.00 320.00 40.00	006562A 006563A 006918A 006919A 006920A 007237A 007238A 007239A	LAB TEST-WATER LAB TEST-SOUTHLAND WWTP LAB TEST-WELLS LAB TEST-WATER LAB TEST-WATER LAB TEST-WELLS LAB TEST-WELLS LAB TEST-WELLS
			Check Total.....:	1639.00	.00	1639.00		
018316	08/11/10	FIS02	FISHER SCIENTIFIC	56.40	.00	56.40	4546576	LAB SUPPLIES
018317	08/11/10	GAS02	GAS COMPANY, THE	12.38 21.00	.00 .00	12.38 21.00	072110 072210	GAS-SHOP GAS-OFFICE
			Check Total.....:	33.38	.00	33.38		
018318	08/11/10	GIL01	GLM, INC.	320.00	.00	320.00	JULY 2010	LANDSCAPE MAINT
018319	08/11/10	GWA01	GWA INC	53.00 85.00 85.00	.00 .00 .00	53.00 85.00 85.00	101 2101 7101	ALARM MONITORING ALARM MONITORING ALARM MONITORING
			Check Total.....:	223.00	.00	223.00		
018320	08/11/10	HAR02	HARRISON, JAMES	100.00	.00	100.00	081110	REGULAR BD MTG 8/11/10
018321	08/11/10	HAR04	HARPER & ASSOCIATES ENG I	1230.00	.00	1230.00	4139	CONSTRUCTION MGMT-WATER T
018322	08/11/10	HOM01	HOME MOTORS	1549.19	.00	1549.19	276459	VEHICLE REPAIRS
018323	08/11/10	LAF01	LAFCO	20029.42	.00	20029.42	800803	LAFCO 2010-2011
018324	08/11/10	LAN02	LANDMARK LANDSCAPE CO INC	214.00	.00	214.00	49443	LANDSCAPE MAINTENANCE
018325	08/11/10	NEL01	NELSON, WILLIAM J	100.00	.00	100.00	081110	REGULAR BD MTG 8/11/10
018326	08/11/10	NUT01	NU TECH PEST MGMT	265.00 49.00	.00 .00	265.00 49.00	79537 79538	PEST CONTROL PEST CONTROL
			Check Total.....:	314.00	.00	314.00		
018327	08/11/10	ONE01	1-800-CONFERENCE	208.99	.00	208.99	708332	TELECONFERENCING
018328	08/11/10	PAT01	PAT PHELAN CONSTRUCTION	11370.00	.00	11370.00	21020	RIP RETENTION PONDS
018329	08/11/10	PGE01	P G & E	55649.23	.00	55649.23	JULY 2010	ELECTRICITY-JULY
018330	08/11/10	PRE01	PRECISION JANITORIAL	650.00	.00	650.00	202	JANITORIAL-JULY
018331	08/11/10	SAN01	SANTA MARIA TIRE INC	730.20	.00	730.20	458058	TIRES
018332	08/11/10	SOU01	SOUTH COUNTY SANITARY	305.28 34.92 169.12	.00 .00 .00	305.28 34.92 169.12	50288 3016112 3017526	ROLL OFF SERVICE OFFICE TRASH SERVICE OLD TOWN TRASH SERVICE
			Check Total.....:	509.32	.00	509.32		
018333	08/11/10	SPE01	SPECIAL DISTRICT RISK	50.95	.00	50.95	33948	INSURANCE-JOURNEY TRAILER
018334	08/11/10	TIT01	TITAN INDUSTRIAL & SAFETY	649.50 900.00	.00 .00	649.50 900.00	1041894 1041896	SPILL KITS FIRST AID/CPR TRAINING
			Check Total.....:	1549.50	.00	1549.50		
018335	08/11/10	TRI03	THE TRIBUNE	93.00	.00	93.00	B00803	ANNUAL SUBSCRIPTION
018336	08/11/10	TUC01	TUCKFIELD & ASSOCIATES	5720.00	.00	5720.00	279	RATE STUDY-JULY

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS AUGUST 11, 2010**

**AGENDA ITEM
D-1
AUGUST 11, 2010
PAGE THREE**

018337	08/11/10	UPS01	UPS STORE #6031	27.20	.00	27.20	722	SHIPPING
018338	08/11/10	USB01	US BANK TRUST	685.82	.00	685.82	72210E	EDUCATION
				178.27	.00	178.27	072210B	SUPPLIES
				56.00	.00	56.00	072210C	CONSERVATION SUPPLIES
				15.22	.00	15.22	072210D	TRAVEL
				99.88	.00	99.88	072210F	OPERATING SUPPLIES
				403.66	.00	403.66	077210G	BATTERY BACKUP UNIT
			Check Total.....:	1438.85	.00	1438.85		
018339	08/11/10	VER01	VERIZON	37.40	.00	37.40	B00803	TELEPHONE
018340	08/11/10	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	081110	REGULAR BD MTG 8/11/10
018341	08/11/10	WAL01	WALLACE GROUP	83.00	.00	83.00	30181	FOG OUTREACH & INPSECTION
				1955.82	.00	1955.82	30261	INTERTIE ASSESSMENT
			Check Total.....:	2038.82	.00	2038.82		
018342	08/11/10	WIN01	WINN, MICHAEL	100.00	.00	100.00	081110	REGULAR BD MTG 8/11/10

NIPOMO COMMUNITY SERVICES DISTRICT

Celebrating 45 Years of Service 1965 - 2010

D2

DRAFT MINUTES

JULY 28, 2010 AT 9:00 A.M.

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

BOARD of DIRECTORS

JAMES HARRISON, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
ED EBY, DIRECTOR
BILL NELSON, DIRECTOR

PRINCIPAL STAFF

DON SPAGNOLO, GENERAL MANAGER
LISA BOGNUDA, ASSIST. GENERAL MANAGER
JON SEITZ, GENERAL COUNSEL
PETER SEVCIK, DISTRICT ENGINEER

Mission Statement: The Nipomo Community Services District's mission is to provide its customers with reliable, quality, and cost-effective services now and in the future.

00:00:00 A. CALL TO ORDER AND FLAG SALUTE

President Harrison called the Regular Meeting of July 28, 2010, to order at 9:00 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present.

00:00:45 C. PRESENTATIONS AND PUBLIC COMMENT

C-1) MIKE NUNLEY OF AECOM

Update re: Waterline Intertie Project

Josh Reynolds, AECOM, reviewed items completed this month on the Waterline Intertie Project as presented in the report in the Board packet. Mr. Reynolds answered questions from the Board. The Board thanked Mr. Reynolds for the report.

Sheriff Conway was not on the Agenda, however, he introduced himself to the Board.

C-2) NCSD SUPERINTENDENT TINA GRIETENS

Update recent Operations activities.

Tina Grietens, Utility Superintendent, was on vacation so Mr. Spagnolo reviewed the report presented in the Board packet. Mr. Spagnolo answered questions from the Board.

C-3) DIRECTORS' ANNOUNCEMENTS OF DISTRICT & COMMUNITY INTEREST
Receive Announcements from Directors Items of District & Community Interest

Director Eby

- ◇ LAFCO unanimously adopted the NCSD Sphere of Influence Update.
- ◇ NMMA met on July 19 at Wallace Group.
- ◇ NMMA will meet on August 10 from 10 a.m. to 12 p.m. at NCSD.

Director Winn

- ◇ The Board of Supervisors liked the Sphere of Influence Update Memorandum of Agreement with NCSD and would like to see such MoAs used more widely.
- ◇ Local Government Commission Workshop was held on July 14 to initiate a countywide Climate Change Adaptation Plan (CCAP).
- ◇ The Board of Supervisors approved Willow Road Phase 2A. Interchange to Thompson is Phase 2B and will be built if bids come in low enough. The Interchange to North Frontage is Phase 3 but will not be considered at this time.
- ◇ SLO Chapter of CSDA met at Wallace Group. Chapter By-Laws were discussed and Gere Sibbach gave a presentation on County property taxes.
- ◇ SCAC met on July 26.

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

Director Harrison

- ◇ Donna Johnson's retirement party is August 6.
- ◇ There will be a fundraiser on September 5 to benefit a local firefighter's wife. A flyer was passed out.

C-4) PUBLIC COMMENT ON ITEMS NOT ON AGENDA

There was no public present to comment.

00:44:26 D. CONSENT AGENDA

- D-1) APPROVE WARRANTS
- D-2) APPROVE BOARD MEETING MINUTES
Approve Minutes of July 7, 2010
- D-3) BANK SIGNATURE CARD REVISION
- D-4) QUARTERLY INVESTMENT
- D-5) SLUDGE REMOVAL CONTRACT

Director Eby requested that Item D-3 be pulled for separate consideration. Upon motion of Director Winn and seconded by Director Vierheilg, the Board unanimously approved Items D1, D2, D4 and D5. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Vierheilg, Nelson, Eby, and Harrison	None	None

RESOLUTION NO. 2010-1194

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT BUDGET TO PROVIDE FOR SLUDGE DREDGING OF THE TREATMENT PONDS
AT THE SOUTHLAND WASTEWATER TREATMENT FACILITY APPROVED ON JULY 28, 2010

The Bank Signature card is being revised due to the retirement of Donna Johnson. The Board Secretary is now the General Manager and will be authorized to attest to Resolutions and sign warrants. Director Eby questioned if the Finance Director should also be authorized to sign warrants. Jon Seitz, District Legal Counsel, suggested the Check Writing Policy be reviewed. There was no public comment.

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously agreed to approve the Bank Signature Card subject to approving a Check Writing Policy that requires at least one Board Member must sign the warrants. The Bank Signature Cards will be held until the Check Writing Policy is approved. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Vierheilg, Nelson, and Harrison	None	None

The Board took a break from 10:05 a.m. to 10:20 a.m.

E. ADMINISTRATIVE ITEMS

01:05:00 The Board unanimously agreed to hear Item E-4 first.

E-4) CONSIDER DRAFT SOUTHLAND WASTEWATER TREATMENT PLAN MASTER PLAN

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

AMENDMENT

Eileen Shields of AECOM made a power point presentation about why an amendment is needed. It is proposed to upgrade the plant in three phases and will be completed as new customers connect and the demand increases. A new generator will be included in the Phase 2 budget. No additional tasks will be required for the earth and berm work at the plant. There was no public comment.

Upon motion of Director Winn and seconded by Director Vierheilig, the Board unanimously approved the Southland WWTF Master Plan Amendment #1. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Vierheilig, Eby, Nelson, and Harrison	None	None

E-1) CONSIDER CALIFORNIA SPECIAL DISTRICT ASSOCIATION 2010 BOARD OF DIRECTORS ELECTION

Don Spagnolo, General Manager, introduced the item. There was no public comment.

Upon motion of Director Eby and seconded by Director Vierheilig, the Board unanimously approved voting for Timothy Ruiz due to his education and CSD experience. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Vierheilig, Winn, Nelson and Harrison	None	None

The Board unanimously agreed to hear item E-3 next.

E-3) CONSIDER VARIANCE AT 146 N. THOMPSON

Peter Sevcik, District Engineer, introduced the item. The applicant is requesting a variance from District Code Section 3.04.030. The applicant is willing to pay for and install the irrigation meter lateral; however, he does not feel that he should have to pay the capacity charge of \$17,352 since the irrigation usage to the commercial property will be minimal due to the small lot size. The Board asked questions about the existing Ordinance and about the limitation on water usage. An Ordinance revision can take several months.

Greg Larson, Applicant, stated his business will be a dinner house with a seating capacity of 49 and they plan to wash dishes by hand. He is agreeable to the variance. There was no public comment.

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously agreed to approve the Resolution granting the variance with two changes. The change is to Section 2(B) and 2 (E) from 0.4 AFY to 1 AFY and directed Staff to bring back a review of the existing Ordinance at a future Board Meeting. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Vierheilig, Nelson, and Harrison	None	None

RESOLUTION NO. 2010-1195

A RESOLUTION OF THE
BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING VARIANCE FOR 146 N. THOMPSON AVENUE

The Board considered Closed Session next.

I. CLOSED SESSION ANNOUNCEMENTS

Jon Seitz, District Legal Counsel, announced the following to be considered in Closed Session.

1. CONFERENCE WITH DISTRICT LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC §54956.9 SMVWCD VS. NCSO (SANTA CLARA COUNTY CASE NO. CV 770214, SIXTH APPELLATE COURT CASE NO. H032750 AND ALL CONSOLIDATED CASES).
2. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9 MARIA VISTA VS. NCSO (CASE NO. CV 040877), MARIA VISTA VS. NCSO (CASE NO. CV 061079), AND MARIA VISTA VS. LINDA VISTA FARMS, NCSO ET AL. (CASE NO. CV 040150);
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GC SECTION 54956.9; NCSO VS. COUNTY SLO, ET AL. (CASE #CV090010)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no reportable action.

K. ADJOURN TO CLOSED SESSION

President Harrison adjourned to Closed Session at 12:10 p.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:35 p.m.

Jon Seitz, District Legal Counsel, announced that the Board heard an update on the items listed above, but took no reportable action.

E-5) CONSIDER SPRING 2010 GROUNDWATER INDEX

Brad Newton of SAIC presented the Spring 2010 Index. There has been a 5% increase in the Index since the Fall readings. Data continues to be collected by SLO County Staff in the months of April and October. The Board asked questions and Mr. Newton responded. There was no public comment. The Board accepted the presentation and no action was taken.

E-2) CONSIDER QUARTERLY REVIEW OF STRATEGIC PLAN

Don Spagnolo, General Manager, presented the quarterly review of the Strategic Plan. Director Winn would like more information about the progress of each item. Director Harrison knows someone who can assist the District on Item 4.4 of the plan. There was no public comment. No action was taken.

E-6) CONSIDER CHANGING NAME OF WATER CONSERVATION COMMITTEE TO CONSERVATION COMMITTEE

Don Spagnolo, General Manager, presented the staff report. It is proposed to remove the word "WATER" from the Committee and call it "Conservation Committee". Director Eby asked if the mission is going change along with the name change. It is suggested that the Committee be able to review other items such as recycling and solid waste franchise fees and make recommendations to the full Board. Director Harrison stated the Committee should keep focused on water during the pipeline project. There was no public comment.

**Nipomo Community Services District
REGULAR MEETING
DRAFT MINUTES**

Upon the motion of Director Winn and seconded by Director Vierheilg, the motion was to not change the name of the Water Conservation Committee but to add conservation activities to their list of duties until the Board creates a new Committee to deal with these issues. Vote 2-3.

YES VOTES	NO VOTES	ABSENT
Directors Winn and Vierheilg	Directors Eby, Nelson and Harrison	None

Director Harrison directed Staff to prepare for a Study Session to discuss the uses of the solid waste franchise fees on August 20, 2010 at 10:00 a.m., after which Director Winn withdrew his motion to add this to the Water Conservation committee's efforts.

04:10:00

ADJOURN TO NCSD PUBLIC FACILITIES CORPORATION

President Harrison adjourned the regular meeting of the Nipomo Community Services District and opened the Public Facilities Corporation meeting.

ROLL CALL

At Roll Call, the following members of the Corporation were present:
Members Nelson, Vierheilg, Eby, Winn and Harrison.

There was no public comment.

NCSD PUBLIC FACILITIES CORPORATION ANNUAL MEETING

Approve 2009 Minutes

Lisa Bognuda, Finance Director, explained that the purpose of the annual meeting is to approve the minutes of the last meeting held on July 22, 2009.

Upon motion of Director Eby and seconded by Director Winn, the Board unanimously approved the minutes of the July 22, 2009 NCSD Public Facilities Corporation. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Winn, Vierheilg, Nelson, and Harrison	None	None

ADJOURN TO NCSD – REGULAR MEETING

President Harrison adjourned the Public Facilities Corporation meeting and re-opened the regular meeting of the Nipomo Community Services District.

04:16:00

F. MANAGER'S REPORT

Don Spagnolo, General Manager, reviewed the Manager's Report presented in the Board packet. Mr. Spagnolo answered questions from the Board. Mr. Spagnolo will be out of the office August 13 – 18.

G. COMMITTEE REPORT

The Southland WWTF Committee met on July 12 and the WIP Committee met on July 26.

There was no public comment.

04:30:00

H. DIRECTORS' REQUESTS TO STAFF AND SUPPLEMENTAL REPORTS

Director Winn

- ◇ Would like Jon Seitz to explain the difference between a recharge and a discharge permit.
- ◇ Would like to know when the Park Committee will meet.
- ◇ Would like the District to encourage the SLO County Public Works Department to hire Cal Poly Interns to gather rainfall data.

ADJOURN

President Harrison adjourned the meeting at 3:26 p.m.

- Next Regular Board Meeting is August 11, 2010

TO: BOARD OF DIRECTORS

FROM: DON SPAGNOLO
GENERAL MANAGER 

DATE: AUGUST 4, 2010

**AGENDA ITEM
D-3**

AUGUST 11, 2010

**REIMBURSEMENT AGREEMENT WITH SAN LUIS OBISPO COUNTY
FOR CONSTRUCTION OF A WATERLINE AS PART OF THE WILLOW
ROAD PHASE 2 PROJECT**

ITEM

Consider approving a reimbursement agreement with San Luis Obispo County for Construction of a waterline as part of the Willow Road Phase 2 Project [RECOMMEND APPROVAL].

BACKGROUND

San Luis Obispo County is planning to extend Willow Road from Hetrick Road to US 101 later this year. The District's 2007 Water and Sewer Master Plan Update recommended the construction of a 12 inch diameter waterline in this segment of roadway. Installation of the District's waterline concurrent with the County's roadway project is more cost-effective than installing the line in the future since the water line can be installed before the roadway is paved. The County is finalizing the design for the roadway and the District is developing a design for the waterline so that the projects can be bid concurrently.

Staff has negotiated the attached agreement to incorporate the construction of the District's proposed waterline into the County's project. Under the terms of the proposed agreement, the District will be responsible for design, inspection and direct construction cost of the waterline. The District is also responsible for reimbursing the County for all reasonable administrative costs incurred by the County for the preparation of contract documents, bidding and construction of the waterline. In exchange, the County will bid and construct the District's waterline work as part of the County's project. Staff anticipates this approach to the project will result in a total overall project cost that will be less than if the District was to construct the project separate from the County's roadway project.

FISCAL IMPACT

The FY 10-11 Budget includes \$300,000 in the Town Water Capacity Charge Fund (Fund #700) for phase 2 of the Willow Road Waterline Extension Project. The engineer's cost estimate based on the 95% complete design submittal is approximately \$400,000 and will be updated once the design is finalized. The County's administrative cost is estimated to be approximately \$80,000. Thus, the total amount due to the County for construction is anticipated to be approximately \$480,000 and is subject to change based on the engineer's estimate for the 100% complete plans. If the District Board approves the reimbursement agreement with the County, a budget adjustment will be required in the FY 10-11 budget at a future Board meeting to fund the construction of the project.

RECOMMENDATION

Staff recommends that your Honorable Board adopt Resolution 2010-XXXX Approving A Reimbursement Agreement with San Luis Obispo County for Construction of the Willow Road Phase 2 Waterline Extension.

ATTACHMENTS

- Resolution 2010-XXXX Reimbursement Agreement with SLO County for Willow Road Waterline
- Reimbursement Agreement for Construction of Water Transmission Pipeline within Willow Road Phase 2

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**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2010-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING A REIMBURSEMENT AGREEMENT WITH SAN LUIS OBISPO COUNTY
FOR CONSTRUCTION OF WILLOW ROAD PHASE 2 WATERLINE EXTENSION**

WHEREAS, the County of San Luis Obispo is preparing to construct Phase 2 of the Willow Road Extension Project in Nipomo; and

WHEREAS, the District desires to have certain District waterlines and appurtenances constructed within the physical boundaries of the County's project; and

WHEREAS, the District desires to have the construction of said District waterline work incorporated into the County's project; and

WHEREAS, the District agrees to reimburse the County for all reasonable costs incurred by the County relating to the District's waterline work.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:

The President of the Board is authorized to sign the attached Reimbursement Agreement for Construction of a Water Transmission Pipeline within Willow Road Phase 2.

Upon motion of Director _____, seconded by Director _____, and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby adopted this 11th day of August, 2010.

James Harrison, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Don Spagnolo
Secretary to the Board

Jon S. Seitz
General Counsel

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REIMBURSEMENT AGREEMENT
For Construction of a Water Transmission Pipeline
Within Willow Road PHASE 2

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and effective this _____ day of _____, 2010, by and between the **NIPOMO COMMUNITY SERVICES DISTRICT**, a community services district, hereinafter referred to as "District," and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as "County."

RECITALS

WHEREAS, on May 9, 2006, the County adopted a Supplemental Environmental Impact Report ("SEIR") for the extension of Willow Road easterly from approximately 1,200 feet west of Pomeroy Road to Thompson Avenue with an interchange at Hwy 101 (hereafter the "Willow Road Extension Project" or "Project"), including, inter alia, the extension of a frontage road on the west side of Highway 101 from Sandydale Drive northerly to Willow Road (hereafter, the "Frontage Road"); and

WHEREAS, Phase 1 of the Project is the extension of Willow Road from approximately 1,200 feet west of Pomeroy Road to approximately 100 feet east of Hetrick Avenue; and

WHEREAS, on or about March 3, 2009, the County and District entered into a Reimbursement Agreement for Phase 1 of the Project and the parties thereafter entered into an Amendment to Reimbursement Agreement, effective October 28, 2009, (said two agreements are collectively referred to herein as "Reimbursement Agreement No. 1"); and

WHEREAS, the County awarded a construction contract for Phase 1 on April 6, 2010, in a manner consistent with the terms of Reimbursement Agreement No. 1; and

WHEREAS, the County is planning the construction of Phase II of the Project as follows:(a) Phase II A – the construction of Willow Road from the east end of Phase 1 easterly through and under Highway 101 to Nipomo Creek, including the construction of a Willow Road interchange with State Highway 101, and the grading, filling and compacting of the road bed from Nipomo Creek east to Thompson Avenue; and (b) Phase II B – the completion of the construction of Willow Road easterly from Nipomo Creek to Thompson Avenue; and

WHEREAS, the portion of Phase II west of Highway 101 which constitutes the extension of Willow Road from the east end of Phase 1 to Willow Road's planned intersection with the proposed Frontage Road referenced in the SEIR shall hereafter be referred to as "Phase II West" (said area is depicted in the

attached Exhibit A and is more specifically described as Engineering Station No. 325+74.16 through 358+00 on the Phase II engineering plans); and

WHEREAS, the District desires to have certain District water transmission pipelines and appurtenances (hereinafter collectively referred to as "District Facilities") constructed within the physical boundaries of Phase II West; and

WHEREAS, the County reserves the right to construct Phase II in one or more sub-phases, and that this Agreement only contemplates coordinating the construction of District Facilities (hereinafter referred to as the "Water Line Work") with the initial bid package for Phase II that includes (but may not be limited to) the Phase II West portion of Phase II (hereafter, the "Phase II Bid Package"); and

WHEREAS, the District desires to have the Water Line Work incorporated into the County's Phase II work, according to the terms of this Agreement, so that the Water Line Work can be included as a Bid Alternative in the Phase II Bid Package; and

WHEREAS, the District agrees to reimburse the County for all reasonable costs incurred by the County relating to the Water Line Work, including, but not limited to, costs related to the preparation of contract documents, bidding, and/or construction phases; and

WHEREAS, the parties agree to coordinate the Water Line Work with the Phase II West work pursuant to the terms of this Agreement; and

WHEREAS, the District acknowledges that the County currently plans to include the construction of Phase II B as a bid alternative, and that the County reserves the right to not include Phase II B in the construction contract awarded on the Phase II Bid Package; and

WHEREAS, the District acknowledges that the County does not plan to construct the Frontage Road west of Highway 101 at this time, that the construction of said Frontage Road will not be included as part of the Phase II Bid Package, and that the future location of the Frontage Road is uncertain and may be different than the currently planned location at Engineering Station No. 356+95.12.

NOW, THEREFORE, the parties hereto agree as follows:

A. Recitals

The above recitals are incorporated herein by reference as though fully set forth herein.

B. Design and Award of Water Line Work

1. District agrees that it will satisfy all requirements of the California Environmental Quality Act and Public Contract Codes with respect to the Water Line Work.

2. District is solely responsible for the design of the Water Line Work and all District Facilities related thereto. District is responsible for the accuracy and completeness of all documents and information submitted to the County relating to the design, construction or requirements of the Water Line Work. The County assumes no responsibility for the accuracy or completeness of any documents or information submitted by the District relating to the design, construction or requirements of the Water Line Work.

3. The County will provide the District with the electronic files of the final design for the Phase II West work. The District shall prepare its plans and specifications for the Water Line Work in a manner that is compatible with the County's bid package for Phase II so that said plans and specifications can be easily incorporated into the said bid package. By submitting its final plans and specifications for the Water Line Work to the County, the District hereby verifies that the electronic files it has received from the County for the Phase II West work are adequate to allow the District to so prepare its plans and specifications.

4. District shall submit 30%, 50%, 95%, and final construction plans and specifications for the Water Line Work to County. Any special conditions the District desires to be included in the Phase II Bid Package shall be included with the 50%, 95%, and final submittals. Each submittal subsequent to the 30% submittal shall contain four (4) plan sets, specifications and cost estimates. Within thirty (30) calendar days of the District's receipt of the County's electronic file of its final plans for the Phase II West work, the District shall submit final plans and specifications for the Water Line Work, the engineers final cost estimate, and a deposit equal to 30% of the engineer's cost estimate of Water Line Work. If the final plans, specifications, cost estimate, and 30% deposit for the Water Line Work are not received by the County within said thirty (30) day period, the County is not obliged to include the Water Line Work in the Phase II bid package, and the Water Line Work will not be part of the Phase II West work.

5. The Water Line Work shall be listed in the County's bid proposal form as an additive bid item. The award of the construction contract, if awarded, will be to the responsible bidder with the lowest responsive bid price pursuant to Public Contract Code section 20103.8. The County reserves the right to specify in its bid solicitation any of the bid selection methods described in said statute. Under no circumstances shall the County be required to include the bid price on the Water Line Work in any bid selection method specified in the bid solicitation.

6. Within five (5) business days after the bids are opened, the County's Department of Public Works and Transportation ("Public Works") shall

provide the District with a "Bid Report" that lists the identity of the bidder which Public Works will be recommending that the County' Board award the contract to as the responsible bidder that submitted the lowest responsive bid pursuant to Public Contract Code section 20103.8, (the "Recommended Low Bidder"). The Bid Report shall also identify the "second lowest bidder" and the "third lowest bidder." The Bid Report may be sent to the District by e-mail and/or facsimile. (The purpose of including the second and third lowest bidders in the Bid Report is to require the District to decide on the acceptability of the additive bid price of such other bidders in the event the County's Board does not agree with the Public Work's recommendation and decides to award the contact to another bidder that the Board finds to be the bidder with the lowest responsive bid pursuant to Public Contract Code section 20103.8,.)

7. The District shall have fifteen (15) calendar days from the receipt of the Bid Report to: a) notify the County in writing of the District's decision as to whether or not the County should accept the additive bid item for the Water Line Work from the Recommend Low Bidder and for each other bidder listed in the Bid Report; and b) deposit with the County a sum equal to 120% of the highest bid on the additive bid item of the three bidders listed in the Bid Report less the amount deposited with the County pursuant to paragraph B.4. above (so that the accumulated sum of all deposits is 120% of said highest bid). The District's General Manager (or his designee) is authorized to provide the County the District's decision by e-mail and/or facsimile.

8. If the County receives from the District the written notification and deposit described in paragraph 7, above, within fifteen (15) days of the District's receipt of the Bid Report, County staff will include the additive bid item for the Water Line Work. If the County does not receive such written notification within fifteen (15) calendar days, the District will have been deemed to reject the additive bid item for each bidder identified in the Bid Report. If the District rejects the bid for the Water Line Work of the bidder awarded the Phase II contract by the County, the County will not select that additive bid item, the Water Line Work will not be included as part of the Phase II, the District will not be allowed to construct any water line within the Phase II work pavement area for five (5) years, and all District deposits shall be promptly returned (less any unpaid costs incurred by the County relating to and including the Water Line Work in the bid process).

9. The County reserves the right to reject all bids, and nothing in the Agreement shall affect the County's right to reject all bids. In the event there are any discrepancies, irregularities, informalities, or any other errors in the bid or bidding, the County shall have the sole discretion to waive any such errors that it deems to be immaterial error. The County shall have the sole discretion to determine the validity of any bid protests. The construction contract, if any, awarded by the County from the bids received on the Phase II Bid Package shall hereafter be referred to as the "Construction Contract."

C. Construction of Water Line Work

1. The parties acknowledge that the County shall not be responsible for inspecting the Water Line Work, including but not limited to, any testing of District Facilities pursuant to the Water Line Work. As between the District and the County, the District shall be solely responsible for any and all such inspections of the Water Line Work. On the other hand, the parties acknowledge that the District shall not be responsible for inspecting the road work portion of the Phase II work. As between the District and the County, the County shall be solely responsible for any and all such inspections of the road construction work.

2. County will forward any Request for Information ("RFI") it receives from the construction contractor pertaining to the Water Line Work to the District, and the District shall be obliged to provide a timely response to the County regarding the RFI. Any change orders for the Water Line Work will be subject to the District engineer's approval, which shall not be unreasonably withheld.

3. District shall provide, in a timely manner, all inspections necessary to verify that the Water Line Work is constructed in conformance with the Construction Contract. The District shall coordinate any such inspections with the construction contractor, and shall have access to the job site to inspect the construction and testing of the Water Line Work. The District acknowledges that the construction contractor is responsible for the safety of the job site, and the District shall hold the County harmless of any claim arising from any injury to District property or personnel which may occur on the job site. Similarly, if an independent consultant or contractor of the District suffers any injury to person or property while on the job site, the District shall defend and indemnify the County from any and all such claims related thereto unless a direct act of negligence of a County employee, at the job site, caused the injury.

4. The District shall immediately report to the County any substandard work or materials discovered by the District related to the Water Line Work that is not in compliance with the construction contract. If the County receives such a timely report from the District, the County shall direct the construction contractor to repair or replace any such materials or work which the County agrees is substandard or defective. The parties acknowledge that no inspection performed by the District under this Agreement shall relieve the construction contractor of its obligation to perform the Water Line Work in accordance with the Construction Contract. The District acknowledges that any claim by the construction contractor resulting from an act or omission by the District, including, but not limited to, a District caused delay, will be passed through to the District for payment.

5. The County shall pay the construction contractor pursuant to Section 9 of the Caltrans Standard Specifications (dated May 2006), as modified by the County's construction contract. The County shall consult with the District's designated representative regarding Water Line Work eligible for payment to the

construction contractor. The County shall provide the District with a copy of all partial payment estimates, prepared by the County, regarding the Water Line Work. The District will notify the County of any improper payment items in the partial payment estimate regarding the Water Line Work within five (5) days of receipt of the partial pay estimate.

6. Upon completion of the Water Line Work, the District shall automatically assume full, complete, and sole ownership and control over the District Facilities installed as part of the Water Line Work, and shall be solely responsible for the maintenance of said facilities. The District shall provide the County with as-built drawings of the completed Water Line Work, together with a copy of the specifications, records of tests and inspections, and any contract documents used for the construction of the Water Line Work. These documents shall be delivered to the County within sixty (60) days of completion of the Water Line Work. For purposes of this paragraph, the Water Line Work shall be deemed completed by the earlier of the two following dates: (a) the earliest completion date of the construction contract pursuant to Public Contract Code section 7107(c); or (b) an earlier date mutually agreed upon by the County, District, and the construction contractor.

7. The County's Construction Contract shall require that the District, its directors, officers, and employees be named as additional insured's for the Water Line Work under the general liability and automobile insurance policies of the construction contractor. If these additional insurance provisions increase the cost of the Construction Contract, the District will reimburse the County for these costs.

8. The Construction Contract shall require the construction contractor to defend, indemnify, and save harmless the District, its directors, officers, and employees in the same manner as the County under the Construction Contract. The District will reimburse the County for any additional costs added to the Construction Contract by such provisions.

9. The Construction Contract shall require the construction contractor to provide performance bonds and payment bonds for the work of the contract, including the Water Line Work, and to provide a maintenance bond and warranty for the Water Line Work. The requirements and form of the maintenance bond and warranty for the Water Line Work will be provided by the District with the final Water Line Work plan submitted to the County. The District shall reimburse the County for any additional costs incurred by the County, relating to the provisions of said bond.

10. District shall own, operate, and maintain all water transmission pipelines and appurtenances constructed in the Phase II West area as part of the Phase II work. District will apply for an encroachment permit from County to construct, operate, and be responsible for District facilities within the County right of way. District will be responsible for all general provisions of the encroachment

permit, and the County agrees to issue the District said encroachment permit upon completion of the Willow Road Improvements at no charge.

D. District Reimbursement of County Costs

1. Except as otherwise provided in this Agreement and as provided in subparagraph 2 below, District shall reimburse the County for 100% of all costs incurred by the County, relating to the construction of the Water Line Work. General construction administration costs, including, but not limited to costs relating to reviewing and assembling the bid package, advertising and evaluating bids, award of contract, environmental compliance and mitigation, processing payments to the construction contractor, construction support, and contract administration shall be shared between the District and the County on a pro rata basis based upon the actual bid amount for the Water Line Work and the other work on Phase II under the Construction Contract. (For example, if the bid amount of the Water Line Work is 20% of the entire Construction Contract award amount, the District shall pay 20% of the Construction Contract administrative costs.)

2. The District shall not be responsible for reimbursing County for the following:

- a) The County's environmental compliance and mitigation costs for the construction of Willow Road; and
- b) The County's inspection costs for the construction of Willow Road.

3. The NCSD acknowledges that the County has the right to withdraw its reimbursable costs from the NCSD deposit as said costs are incurred by the County under this Agreement, and that this same right is implied in Reimbursement Agreement No. 1 with respect to the County's right to withdraw its reimbursable costs incurred under Reimbursement Agreement No. 1 from the sums deposited by the NCSD under Reimbursement Agreement No. 1. The County acknowledges that the District has the right to a written explanation for the withdrawals for reimbursable costs.

4. In the event any reimbursable costs of the County exceed the District's deposit, the County shall provide to the District an invoice for said costs relating to the Water Line Work. The District shall remit payment to the County for each such invoice so that payment is received by the County within twenty (20) days of the District's receipt of the invoice. The District shall owe the County interest on late payments in accordance with Public Contract Code section 20104.50 (just as if the District was the "local agency" and the County was the "Contractor" under that statute).

E. General Provisions

1. Time is of the essence. If the District fails to act in a timely manner, and said failure causes the County to incur additional cost under the Construction Contract, the District shall reimburse the County for any and all such costs.

2. The County reserves the right to not proceed with the Willow Road Improvements for any reason. In the event the County exercises such right in writing, no Water Line Work shall be required by the County or independent contractor hired by the County, and the District shall be obliged to reimburse the County for all costs incurred by the County relating to the Water Line Work up to the date of termination.

3. The District shall defend, indemnify and save harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the District that is negligent or otherwise in breach of this Agreement. The County shall defend, indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the County that is negligent or otherwise in breach of this Agreement.

4. The County acknowledges that the construction contractor is responsible for the safety of the job site, and the County shall hold the District harmless of any claim arising from any injury to County property or personnel which may occur on the job site that is unrelated to the Water Line Work or any act or omission of the District.

5. This Agreement shall not be changed or modified except upon written consent of the parties hereto.

6. Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review or determination of either party hereto, such terms are not intended to and shall never be construed to permit such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable. The District and the County shall each act in good faith in performing their respective obligations as set forth in this Agreement.

7. Non-enforcement of any term, covenant or provision of the Agreement by either party shall not be considered a waiver by that party of rights under that Agreement or a waiver of any breach of the Agreement. To the extent any conduct of a party is construed as a waiver, the party's waiver of the breach of any one term, covenant or provision of this Agreement shall not be a waiver or a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.

8. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo; and such County shall be that venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of, this Agreement.

9. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

10. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows:

Department of Public Works
Room 207 County Government Center
San Luis Obispo, CA 93408
Attn: Dave Flynn, Deputy Director

Notices required to be given to District shall be addressed as follows:

Nipomo Community Service District
148 South Wilson Street
Nipomo, CA 93444
Attn: Don Spagnolo, General Manager

11. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters contained herein and is a complete and exclusive statement of the terms and conditions thereof.

12. The time for the parties to commence and/or complete their obligations required by this Agreement shall be extended for such period reasonably necessary to take into account any delays caused by riots, insurrections, martial law, civil commotion, war, flood, earthquakes or other acts of God.

13. Each party to this Agreement agrees to do all things that may be necessary, including without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

14. The parties acknowledge that each party and its attorneys have reviewed, negotiated and revised 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 transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year first above written.

COUNTY

DISTRICT

BY: _____
Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

BY: _____
President

ATTEST:

ATTEST:

Clerk of the Board of Supervisors

Secretary to the Board

APPROVED AS TO FORM

WARREN R. JENSEN
County Counsel

BY: _____
Deputy County Counsel

Dated: _____

DISTRICT COUNSEL

BY: _____
JON SEITZ, District Counsel

Dated: _____

TO: BOARD OF DIRECTORS

FROM: DON SPAGNOLO
GENERAL MANAGER 

DATE: AUGUST 4, 2010

AGENDA ITEM

D-4

AUGUST 11, 2010

AECOM CONTRACT ASSIGNMENT

ITEM

Consider Contract Assignment from AECOM USA, Inc. to AECOM Technical Services, Inc. [RECOMMEND APPROVAL].

BACKGROUND

The District currently is under contract with AECOM USA, Inc. for the Waterline Intertie Project design, the Southland WWTF Phase 1 Upgrade design and as-needed engineering services. AECOM USA Inc. submitted the attached requests for contract assignment to AECOM Technical Services Inc., a wholly owned subsidiary of AECOM Technology Corporation. As indicated in AECOM's request, all terms and conditions of the current contract will remain in place and the personnel assigned to the District's projects will not change.

RECOMMENDATION

It is recommended the Board authorize the General Manager to execute the contract assignments of the three existing contracts from AECOM USA Inc. to AECOM Technical Services Inc.

ATTACHMENTS

- WIP Design Contract Assignment
- Southland WWTF Phase 1 Design Contract Assignment
- As-Needed Engineering Services Contract Assignment

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ASSIGNMENT AND CONSENT AGREEMENT

RECITALS

WHEREAS, the Nipomo Community Services District, (the "NCSD") and Boyle Engineering Corporation, a California corporation, executed that certain agreement for Professional Services for the Waterline Intertie Project dated July 10, 2008 (the "Contract"); and

WHEREAS, AECOM USA, Inc., a New York corporation, ("Assignor") became the successor in interest, by merger, to Boyle Engineering Corporation on or about February 25, 2009; and

WHEREAS, Assignor wishes to assign the Contract to its parent company, AECOM Technical Services, Inc., a California corporation, ("Assignee"), Tax Identification Number 95-261922; and

WHEREAS, the NCSD consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Contract to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.

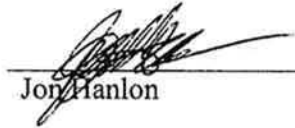
CONSENT TO ASSIGNMENT

The NCSD hereby consents to the assignment of the Contract from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Contract.

Executed this 5th day of August 2010.

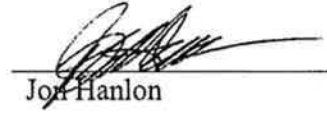
ASSIGNOR

AECOM USA, INC.

By: 
Name: Jon Hanlon
Title: Managing Engineer

ASSIGNEE

AECOM TECHNICAL SERVICES, INC.

By: 
Name: Jon Hanlon
Title: Managing Engineer

**NIPOMO COMMUNITY SERVICES
DISTRICT**

By: _____
Name: _____
Title: _____

ASSIGNMENT AND CONSENT AGREEMENT

RECITALS

WHEREAS, the Nipomo Community Services District, (the "NCSD") and AECOM USA, Inc. executed that certain agreement for Professional Services for Southland WWTF Upgrade project dated May 11, 2009; (the "Contract"); and

WHEREAS, AECOM USA, Inc., a New York corporation, ("Assignor") wishes to assign the Contract to its parent company, AECOM Technical Services, Inc., a California corporation, ("Assignee"), Tax Identification Number 95-2661922; and

WHEREAS, the NCSD consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Contract to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.


CONSENT TO ASSIGNMENT

The NCSD hereby consents to the assignment of the Contract from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Contract.

Executed this 5th day of August 2010.

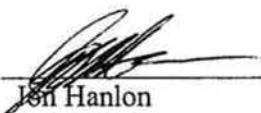
ASSIGNOR

AECOM USA, INC.

By: 
Name: Jon Hanlon
Title: Managing Engineer

ASSIGNEE

AECOM TECHNICAL SERVICES, INC.

By: 
Name: Jon Hanlon
Title: Managing Engineer

**NIPOMO COMMUNITY SERVICES
DISTRICT**

By: _____
Name: _____
Title: _____

ASSIGNMENT AND CONSENT AGREEMENT

RECITALS

WHEREAS, the Nipomo Community Services District, (the "NCS D") and Boyle Engineering Corporation, a California corporation, executed that certain agreement for Professional Services for General Engineering Services dated May 11, 2005 (the "Contract"); and

WHEREAS, AECOM USA, Inc., a New York corporation, ("Assignor") became the successor in interest, by merger, to Boyle Engineering Corporation on or about February 25, 2009; and

WHEREAS, Assignor wishes to assign the Contract to its parent company, AECOM Technical Services, Inc., a California corporation, ("Assignee"), Tax Identification Number 95-261922; and

WHEREAS, the NCS D consents to the assignment of the Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

Assignor hereby assigns, transfers and conveys all of its rights, obligations, title, interest and liabilities in and to the Contract to Assignee. Assignee hereby accepts such assignment and assumes all of Assignor's rights, obligations, title, and liabilities in and to the Contract, whether such rights, obligations, title, interest or liabilities arose before or after the date of this Agreement.


CONSENT TO ASSIGNMENT

The NCS D hereby consents to the assignment of the Contract from Assignor to Assignee and agrees to look solely to Assignee for the continued performance of the Contract.

Executed this 5th day of August 2010.

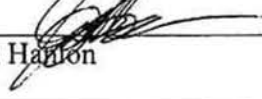
ASSIGNOR

AECOM USA, INC.

By: 
Name: Jon Hanlon
Title: Managing Engineer

ASSIGNEE

AECOM TECHNICAL SERVICES, INC.

By: 
Name: Jon Hanlon
Title: Managing Engineer

**NIPOMO COMMUNITY SERVICES
DISTRICT**

By: _____
Name: _____
Title: _____

TO: BOARD OF DIRECTORS

FROM: DON SPAGNOLO
GENERAL MANAGER 

DATE: AUGUST 3, 2010

**AGENDA ITEM
D-5**

AUGUST 11, 2010

**AECOM TASK ORDER TO PREPARE THE FRONTAGE ROAD TRUNK
SEWER REPLACEMENT PROJECT CONSTRUCTION DOCUMENTS**

ITEM

Consider approving a task order for AECOM to prepare the Frontage Road Trunk Sewer Replacement Project construction documents. [RECOMMEND APPROVAL].

BACKGROUND

At the May 26, 2010 Board meeting, the Board directed staff to develop a plan and schedule to bid and construct the Frontage Road Trunk Sewer Replacement Project (Project) separate from the Waterline Intertie Project (WIP). The Project involves the replacement of approximately 4300 linear feet of sewer line in Frontage Road between Division Street and the Southland Wastewater Treatment Facility (WWTF) influent pump station. The Project was designed concurrently with the WIP waterline in Frontage Road to ensure that both lines could be installed within the limited available right-of-way. However the Project design is almost complete and can be constructed separate from the WIP.

The current trunk sewer is in poor condition and is surcharging at high flow conditions. Replacing the existing line with the new sewer line would help avoid the need for any emergency repairs to the existing sewer line. Staff anticipates that any potential savings in constructing the trunk sewer as part of the WIP could be offset by being able to bid the Project as early as November of this year to take advantage of the current favorable bid climate.

The Project is currently part of the WIP Bid Package #2 construction documents that are being prepared by AECOM. Staff requested a proposal from AECOM to prepare stand-alone construction documents for the Project so that the Project could be bid in November. AECOM submitted the attached proposal and can prepare the stand-alone construction documents for a not to exceed amount of \$24,188 (Tasks 1 and 2).

In addition, the AECOM proposal includes a scope of work and costs to provide bid-phase services and construction phase services that were not included in the original design phase scope of work. The not to exceed expenditure limit for these phases of the work (Tasks 3 and 4) is \$36,566.

FISCAL IMPACT

The FY 10-11 Budget includes a total of \$2,200,000 for the design and construction of the Frontage Road Trunk Sewer Replacement Project. The proposed task order will be funded from the project budget.

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute a Task Order with AECOM for a not to exceed expenditure limit of \$60,753 to provide the engineering services for the Frontage Road Trunk Sewer Replacement Project.

ATTACHMENTS

- AECOM Proposal dated July 30, 2010

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\2010\100811 AECOM TASK ORDER FOR THE FRONTAGE ROAD TRUNK SEWER CONSTRUCTION DOCUMENTS.doc



AECOM
1194 Pacific Street, Suite 204
San Luis Obispo CA 93401

805.542.9840 tel
805.542.9991 fax

Mr. Peter Sevcik
District Engineer
MIPOMO COMMUNITY SERVICES DISTRICT
148 S. Wilson
P.O. Box 326
Nipomo, CA 32444

July 30, 2010

**Frontage Road Sewer Upgrade Project
Design Documents Modifications and Construction Phase Support for Stand-alone Project**

The District has requested that AECOM develop stand-alone construction documents for upgrades to the Frontage Road sewer main so that the project can be bid independently from the Waterline Intertie Project. Currently, design of improvements to the Frontage Road sewer main is part of the Waterline Intertie Project (Bid Package 2). Therefore, the design package shares drawings, details, and specification for the waterline and sewer upgrade components where appropriate. Proposed tasks for development of the stand-alone Frontage Road Sewer Upgrade Project bid set are summarized in Task Groups 1 and 2, below.

Additionally, the District has requested a scope and budget to perform bid phase services and construction phase support for the sewer project in support of the District's Construction Administrator. Bid and construction phase services were not included in the original design phase scope of work. Proposed tasks for bid phase and construction phase services are summarized in Task Groups 3 - 4, below.

Task Group 1 – Development of Stand-alone Construction Documents

AECOM has prepared the following scope and budget for modifying the existing construction drawings and technical specifications to allow the sewer upgrade component to be bid as a stand-alone project. Currently the sewer upgrade component shares drawings, details, and specifications with the Waterline Intertie Project Bid Package 2. The following tasks are proposed for developing the Frontage Road Sewer Upgrade construction documents:

1. Development of a cover sheet, notes sheets, and detail sheets specific to the Sewer Upgrade Project;
2. Updating Waterline Intertie Project Bid Package 2 plans to exclude the sewer upgrade;
3. Separation of technical specifications for the sewer upgrade component of the project from the current Waterline Intertie Project specifications;

4. Incorporating necessary specification sections to accompany the stand alone construction drawings;
5. Prepare and submit County Encroachment Permit Application and plans for review and comment; incorporate the County's comments; and append the construction documents with the County's provisions;
6. Development of a separate opinion of cost for the sewer project;
7. Modifying the existing Waterline Intertie Project cost opinion to exclude the sewer upgrades; and
8. Deliver Draft Final Plans (3 half-size copies).

Task Group 2 – Final Construction Documents

AECOM will prepare the final bid set (upfront documents based on District Standards and Section 007300 prepared for the Waterline Intertie Project, technical specifications, construction drawings, and cost opinion) for the Frontage Road Sewer Upgrade Project. The final deliverable will consist of two copies of the final cost opinion; four copies of technical specifications; two full-sized and two half-sized hardcopies of the final construction drawings; and one electronic copy for reproduction on request (ASAP Reprographics). Construction drawings will be prepared in plan and profile format using 1 inch = 20 feet scale. We anticipate construction drawings will consist of the following sheets:

- Title, vicinity, and index (1 sheet)
- Legend and general notes (1 sheet)
- Plan and profile drawings (10 sheets)
- Manhole details, trench section, and misc. details (3 sheets)

Task Group 3 – Bid Phase Services

During the bidding phase, AECOM will assist in responding to information requests, assist in preparing necessary bid addendums, and attend one pre-bid conference with the interested contractors to address questions and comments before bid submittals. During the pre-bid conference, AECOM will briefly discuss key technical and contractor coordination issues critical to the successful construction of this project. During this discussion, specific critical requirements contained within the Construction Documents will be outlined. The purpose of this brief discussion is to inform bidders of existing conditions and critical construction and scheduling requirements for the purpose of obtaining more accurate and competitive bids.

AECOM will attend bid opening at the NCSD office and will review the apparent low bid for responsiveness to bid request and will check for potential errors and inconsistencies. Following the bid analysis, a letter of recommendation for bid award will be prepared and delivered to the District.

Task Group 4 – Construction Phase Support

During the construction phase, AECOM will provide engineering support at project meetings and to review technical submittals throughout the project. AECOM will provide the following services:

Construction Schedule Review. Upon selection of the Contractor, AECOM will evaluate the contractor's proposed project schedule and the specified sequence of construction to identify potential issues that, if addressed early, may reduce overall project cost, time and public inconvenience. It is assumed the District's Construction Administrator will provide an in-depth review of the contractor's project schedule and sequence of construction.

Pre-Construction Conference. Attend pre-construction conference with the District's Construction Administrator and the Contractor's team. As part of this effort AECOM will (1) Review and discuss the plans and specifications to facilitate the Contractor's understanding of the Project; (2) Discuss required submittals and shop drawings, including Traffic Control and Temporary Sewage Bypass Plans, (3) Respond to a reasonable number of technical inquires pertaining to the project. A list of required submittals will be prepared and issued to the contractor at or prior to this conference.

Submittal Review. AECOM will review technical submittals and coordinate with the District's Construction Administrator to provide timely and organized responses to technical submittals. It is assumed that the District's Construction Administrator will manage submittals and responses and will provide two copies of each submittal or resubmittal for our review. One copy of submittals and responses will be maintained by AECOM and one copy will be returned to the Construction Administrator for replication and distribution.

Progress meetings and reporting. AECOM will attend progress meetings once every two weeks to provide engineering support to the District's Construction Administrator.

Sites visits for engineering support. AECOM is available for site visits during construction, as needed, to provide the District's Construction Administrator with engineering support.

Final Inspection. AECOM will attend the final job walk to assist in development of the final punch list.

As-built Drawings. AECOM will develop as-built drawings based on as-built markup drawings provided by the District's Construction Administrator. It is assumed construction markups will be compiled into one drawing set and provided to AECOM for cursory review and drafting.

Project Budget

The estimated budget for services described here-in is \$60,753.00 per the attached project budget and fee schedule. Progress payments would be requested monthly on a time-and-materials basis, with a budget not to exceed \$60,753.00 without prior written approval.

Task Group 1 – Stand-alone Construction Documents	\$18,652
Task Group 2 – Final Construction Documents	\$5,536
Task Group 3 – Bid-Phase Services	\$5,275
Task Group 4 – Construction Phase Support	\$31,291
Total	\$60,753

It has been assumed that the following services related to AECOM's proposed scope of work, will be provided as part of the District's contract with the Construction Administrator, and will be relied upon for our work:

1. Conduct Preconstruction Conference;
2. Manage and track submittals;
3. Process monthly progress pay estimates;
4. Change order management and RFI management;
5. Construction observation;
6. Conduct regular progress meetings;
7. Materials testing;
8. Reporting and record keeping of work performed; and
9. Maintaining, reviewing and compiling as-built drawings.

We hope this proposal meets your expectations. Please call if you have any questions or comments on our proposed scope of work.

Sincerely,



Josh Reynolds, PE
Project Manager
Frontage Road Sewer Upgrade



Jon Hanlon, PE
Managing Engineer

Project Budget

Frontage Road Sewer Upgrade

Stand-alone Construction Documents and Construction Phase Support

Nipomo Community Services District

Task Description	Personnel Hours					Budget			
	Principal	Senior Engineer	Associate Engineer	Drafter	Clerical	Total Hours	Labor	Non-Labor Fee	Total
Task 1 - Stand-alone Construction Documents									
Modify plans sheets		6	14	38		58	\$ 6,700	\$ 536	\$ 7,236
Modify technical specifications		8	16			24	\$ 3,280	\$ 262	\$ 3,542
County Encroachment Permit (includes 1 meeting)		2	4	6		12	\$ 1,450	\$ 116	\$ 1,566
Modify Bid Package 2		2	24	24		50	\$ 5,840	\$ 467	\$ 6,307
Subtotal	-	18	58	68	-	144	\$ 17,270	\$ 1,382	\$ 18,652
Task 2 - Final Construction Documents									
Modify cost opinion		2	6		1	9	\$ 1,142	\$ 91	\$ 1,233
QMS/ QC	2	8	4	4		18	\$ 2,600	\$ 208	\$ 2,808
Prepare final plans and specifications		2	4	4	2	12	\$ 1,384	\$ 111	\$ 1,495
Subtotal	2	12	14	8	3	39	\$ 5,126	\$ 410	\$ 5,536
Task 3 - Bid-Phase Services									
RFIs (approx. 2)		4	4		1	9	\$ 1,212	\$ 97	\$ 1,309
Bid addendums (approx. 2)		2	2	8		12	\$ 1,410	\$ 113	\$ 1,523
Attend pre-bid conference		4	4		1	9	\$ 1,212	\$ 97	\$ 1,309
Attend bid opening		3				3	\$ 480	\$ 38	\$ 518
Bid review		2	2			4	\$ 570	\$ 46	\$ 616
Subtotal	-	15	12	8	2	37	\$ 4,884	\$ 391	\$ 5,275
Task 4 - Construction Phase Services									
Pre-construction conference		4	4		1	9	\$ 1,212	\$ 97	\$ 1,309
Construction schedule review		2	4			6	\$ 820	\$ 66	\$ 886
Submittals and shop drawing review		10	100		2	112	\$ 14,244	\$ 1,140	\$ 15,384
Progress meetings and reporting		40				40	\$ 6,400	\$ 512	\$ 6,912
Limited site visits		8				8	\$ 1,280	\$ 102	\$ 1,382
Final inspection and punch list		4	1			5	\$ 765	\$ 61	\$ 826
As-built drawings		2	4	32	1	39	\$ 4,252	\$ 340	\$ 4,592
Subtotal	-	70	113	32	4	219	\$ 28,973	\$ 2,318	\$ 31,291
Total	2	115	197	116	9	439	\$ 56,253	\$ 4,500	\$ 60,753

TO: BOARD OF DIRECTORS

FROM: DON SPAGNOLO
GENERAL MANAGER 

DATE: AUGUST 3, 2010

**AGENDA ITEM
D-6**

AUGUST 11, 2010

**DOUGLAS WOOD & ASSOCIATES TASK ORDER FOR THE
FRONTAGE ROAD TRUNK SEWER REPLACEMENT PROJECT**

ITEM

Consider approving a Task Order with Doug Wood & Associates Inc. for completion of environmental review for the Frontage Road Trunk Sewer Replacement Project [RECOMMEND APPROVAL].

BACKGROUND

At the May 26, 2010 Board meeting, the Board directed staff to develop a plan and schedule to bid and construct the Frontage Road Trunk Sewer Replacement Project (Project) separate from the Waterline Intertie Project (WIP). The Project involves the replacement of approximately 4300 linear feet of sewer line in Frontage Road between Division Street and the Southland Wastewater Treatment Facility (WWTF) influent pump station. The Project was designed concurrently with the WIP waterline in Frontage Road to ensure that both lines could be installed within the limited available right-of-way. However the Project design is almost complete and can be constructed separate from the WIP.

The current trunk sewer is in poor condition and is surcharging at high flow conditions. Replacing the existing line with the new sewer line now would help avoid the need for any emergency repairs to the existing sewer line. Staff anticipates that any potential savings in constructing the trunk sewer as part of the WIP could be offset by being able to bid the Project as early as November of this year to take advantage of the current favorable bid climate.

The environmental review for the Project is currently part of the Environmental Impact Report (EIR) that is being prepared for the Southland WWTF Upgrade project by Doug Wood & Associates Inc. The EIR will likely not be ready for the Board to certify until early 2011. Staff requested a proposal from Doug Wood & Associates Inc. (DWA) to prepare a separate environmental determination for the Project that could be completed in a timely manner so that the Project could be bid in November. DWA submitted the attached proposal and can provide the necessary professional consulting services for a not to exceed amount of \$5,740.

FISCAL IMPACT

The FY 10-11 Budget includes a total of \$2,200,000 for the design and construction of the Frontage Road Trunk Sewer Replacement Project. The proposed task order will be funded from the project budget.

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute a Task Order with Douglas Wood & Associates Inc. for a not to exceed expenditure limit of \$5,740 to provide the environmental review services for the Frontage Road Trunk Sewer Replacement Project.

AGENDA ITEM D-6
AUGUST 11, 2010

ATTACHMENTS

- DWA Proposal dated July 22, 2010

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Douglas Wood & Associates, Inc.

Land Use Planning / Governmental Relations / Environmental Analysis

RECEIVED

JUL 23 2010

NIPOMO COMMUNITY
SERVICES DISTRICT

July 22, 2010

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: Mr. Don Spagnolo, General Manager

Re: Proposal for Professional Consulting Services
Environmental Determination
Nipomo Community Services District,
South Frontage Road Sewer Trunk Main Replacement

Dear Mr. Spagnolo:

We are pleased to submit this letter proposal addressing your need for professional consulting services for the completion of an Environmental Determination for the proposed South Frontage Road Sewer Trunk Main Replacement project. It is our understanding that the proposed project involves replacement of a 12-inch sewer trunk main which currently runs along South Frontage Road from Division Street to the Southland Wastewater Treatment Facility. This existing pipeline will be replaced with a 21-inch sewer main in order to meet estimated future peak wastewater flow rates through the year 2030. The proposed project is located along South Frontage Road in the unincorporated community of Nipomo. It is also our understanding that the Nipomo Community Services District will act as Lead Agency for this project.

SCOPE OF WORK

Douglas Wood & Associates, Inc. will provide research and analysis as required for the preparation of an Environmental Determination for the proposed South Frontage Road Sewer Trunk Main Replacement. This document will be prepared in accordance with procedures adopted by the Nipomo Community Services District as Lead Agency relative to the California Environmental Quality Act as well as the State EIR Guidelines (Section 15120 et. seq.). We perceive this effort being divided into five work tasks, the nature and extent of which will include the following:

Task 1: Preparation of Project Description

This task will commence with the review and consolidation of available data and background information pertinent to the proposed project and preparation of the Environmental Determination. This information includes the biological and cultural resources surveys previously-conducted in conjunction with the NCSW Waterline Intertie EIR and the Southland Wastewater

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Treatment Facilities Improvements EIR and any detailed project plans and/or other analyses prepared for the proposed project. It is the goal of this task to identify information that requires integration into the Initial Study as well as identifying any additional information needs.

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

Task 2: Preparation of Draft Initial Study

This task involves preparation of Draft Initial Study which includes the Environmental Checklist for the proposed project. Concurrent with District review of the Project Description, the Initial Study and Environmental Checklist will be prepared which will identify the potential impacts of the proposed project related to various environmental issues.

The Environmental Checklist will address the physical impacts of the proposed sewer trunk main replacement. It will analyze a full range of environmental issues in order to determine the nature and extent of all potentially significant environmental impacts associated with the proposed project. These environmental issues include: land use and planning, population and housing, geology, water, air quality, transportation/circulation, biological resources, energy and mineral resources, hazards, noise, public services, utilities and service systems, aesthetics, cultural resources, recreation and mandatory findings of significance.

It is the intent of this Initial Study to provide the NCSB Board of Directors with a document which will: 1) identify potentially significant environmental impacts within the topic areas noted above. The primary environmental issues of concern are anticipated to involve potential direct impacts to drainage, aesthetics, air quality and cultural resources; 2) provide mitigation measures for those impacts identified as potentially significant and 3) identify any additional information requirements necessary to fully assess potential project impacts and/or provide additional mitigation measures.

This Task 2 effort will culminate in the provision of draft copies of the Initial Study in order to solicit comments from the District staff as well as any other sources deemed appropriate by the District.

Task 3: Initial Study Completion

Upon receipt of all administrative comments, the Initial Study will be completed with the required number of copies being provided to the District for final review and presentation to the District Board.

This Initial Study will conclude with an Environmental Determination which typically recommends the preparation of a Negative Declaration, a Mitigated Negative Declaration or an Environmental Impact Report. As noted above, this Initial Study is intended to provide guidance to

the District in their determination as to which of these documents is ultimately prepared. In the event that the Initial Study determines that there are no potentially significant environmental impacts associated with the proposed project, a Negative Declaration would be recommended. If mitigation measures are identified which are capable of reducing all potentially significant impacts to a level of insignificance, a Mitigated Negative Declaration would be recommended. In the event that the Initial Study determines that the proposed project has potentially significant impacts which cannot be mitigated to a level of insignificance at this time with the information currently available, an Environmental Impact Report will be recommended.

Task 4: Public Distribution and Response (Note: this task will not be necessary if an Environmental Impact Report is required)

If the NCSD Board of Directors determines that a Negative Declaration or Mitigated Negative Declaration is appropriate, the required number of copies will be provided for the mandated 30-day public agency review period. Upon completion of this public agency review, the document will be revised accordingly. We will provide the District with the required copies and an electronic version of the document to be forwarded to the District Board for final action. Within this scope of work, we will assist the District in the preparation of all required notices.

Task 5: Meeting and Public Hearing Attendance

Throughout research and preparation of this Environmental Determination, attendance will be necessary at various meetings. Within this scope of service, we will provide representation at a total of three (3) meetings with District staff and/or the District engineer and one (1) public hearing before the Nipomo Community Services District Board of Directors. Any attendance at additional meetings or public hearings beyond those noted herein deemed necessary by the District can be provided within a mutually-acceptable separate contract.

In addition to preparing the Initial Study, our firm will be available to advise the District as to the advantages and disadvantages of the various options for the required environmental documentation for this project, those being a Negative Declaration, a Mitigated Negative Declaration or an Environmental Impact Report. These recommendations shall be based upon the information contained in the Initial Study, our firm's experience in the preparation of other environmental documents in accordance with the California Environmental Quality Act and our recent experience with other projects undertaken by the Nipomo Community Services District.

PERSONNEL

Mr. Douglas Wood, President and Principal of Douglas Wood & Associates, will act as Project Manager on this effort. He will not only be directly involved in document preparation, he will also serve as primary contact person to District staff and as the representative of the firm at all public hearings. Douglas Wood & Associates, Inc. is proud of our record of maintaining a consistently high level of Principal involvement through all phases of projects for which we are under contract. As a result of this policy, the Lead Agency receives the benefit of his expertise and experience which is reflected not only in the contents and overall production of the document but also during representation at project meetings and public hearings

FEES AND SCHEDULES

We propose to perform planning services set forth herein in accordance with a time and materials billing system based upon the wages spent for all personnel working on the project. Douglas Wood & Associates will complete the above services for a maximum fee not to exceed \$5,740.00. No additional subconsultant costs are required to complete these tasks. The costs of any additional document preparation, printing or report production, mileage or other direct charges advanced by Wood & Associates beyond those discussed herein are in addition to the previously-named figure. These direct costs, including printing and delivery costs, will be accompanied by receipts to verify these costs. No additional handling charges will be added to these direct costs.

The overall project schedule as delineated below provides approximately two (2) weeks for preparation of a Draft Initial Study (anticipated to be completed by August 25, 2010), one week for District review and one additional week for completion of the Initial Study (anticipated to be completed on September 8, 2010). After the required 30 day public review period and preparation of a revised document, the District Board can certify the document by early November, 2010.

A detailed breakdown of project costs and timing per task is provided below:

TASK 1: PREPARATION OF PROJECT DESCRIPTION

Cost: \$ 960.00

Timing: Completion of Draft Project Description within two working days of receipt of authorization to proceed.

TASK 2: PREPARATION OF DRAFT INITIAL STUDY

Cost: \$ 2,720.00

Timing: A total of two weeks is required from receipt of authorization to proceed to completion of the Draft Initial Study.

TASK 3: INITIAL STUDY COMPLETION

Cost: \$ 700.00

Timing: Completion of the Initial Study within one week of receipt of all District comments

TASK 4: PUBLIC DISTRIBUTION AND RESPONSE

Cost: \$ 400.00

Timing: Upon completion of Initial Study. A 30 day public/agency review is required prior to formal certification of a Negative Declaration or a Mitigated Negative Declaration.

TASK 5: MEETING AND PUBLIC HEARING ATTENDANCE

Cost: \$ 960.00

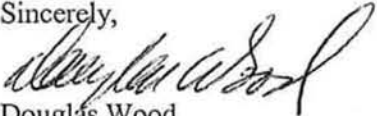
Timing: Throughout all project tasks.

It should be acknowledged that the timing of all project tasks is highly contingent upon a timely response to all information needs or administrative review. Should any unforeseen delays be experienced in this regard, a concomitant extension of the prescribed time will be necessary.

In the event that during the document preparation process significant project revisions occur, we will contact you immediately with our estimate of staff time and costs necessary to revise the environmental documentation. Responding to such revisions is considered to be above and beyond the estimates of costs of document preparation within this proposal. In the event of the need arising for additional work beyond that discussed herein, we will contact you with a written request for extra work which will contain documentation of need, time for completion and proposed compensation. Any additional work will not be undertaken prior to written authorization from you in the form of a mutually-acceptable separate contract.

We appreciate the opportunity to be of continued service to you and look forward to working with you on this project. In the interim, we will be happy to answer any questions or provide you with any additional information concerning this proposal.

Sincerely,



Douglas Wood
President
Douglas Wood & Associates, Inc.

Proposal Accepted by:

Mr. Don Spagnolo
General Manager
Nipomo Community Services District

Date