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June 11, 2019

**Subject: Request for Proposals (RFP)
Consulting Services for the East Contra Costa County IRWM Region Proposition
1 Implementation Round 1 Grant Application
Proposals are due on July 1, 2019**

To Whom It May Concern:

The Contra Costa Water District (District), on behalf of the East County Water Management Association (ECWMA), is soliciting proposals from firms interested in assisting the East Contra Costa County (ECCC) Integrated Regional Water Management (IRWM) Group develop a grant application for Round 1 of the Department of Water Resources (DWR) Proposition 1 Implementation Grant Program. The ECCC IRWM Region is located within the San Joaquin River Funding Area and borders the northern, eastern, and a portion of the southern boundaries of Contra Costa County and spans west to Bay Point. The ECCC IRWM Region intends to submit seven projects plus grant administration for the subject grant solicitation spanning an array of objectives and categories. Proposals shall be prepared according to the following Attachments:

Attachment 1 - Scope of Work

Attachment 2 - Required Proposal Format

Attachment 3 - Evaluation Criteria

Attachment 4 - Cost Information

Attachment 5 - Sample District Standard Services Agreement

Attachment 6 - List of Firms Receiving this Request for Proposals

To be considered, interested firms shall submit **four (4) copies** of the requested information by **5:00 PM on Monday, July 1, 2019** to the addresses below.

Contra Costa Water District
Attention: Maggie Dutton, Grants Specialist

Via delivery:
2411 Bisso Lane
Concord, CA 94520

Via U.S. mail:
1331 Concord Avenue
Concord, California 94520

Proposers must also submit an electronic copy of their proposals and supporting documentation to mdutton@ccwater.com by the same date and time.

The District is an equal employment opportunity/affirmative action organization. The District will require that the successful firm pay Prevailing Wage Rates to all its employees and sub-contractors performing work for which wage determinations have been made by the Director of Industrial Relations, pursuant to California Labor Code section 1770 et sequitur.

This Request for Proposals (RFP) does not commit the District to pay any costs incurred in the preparation of submittals or to select any interested firm who responds. The total not-to-exceed value of the services agreement is \$40,000. The District is not obligated to accept the lowest cost proposal and reserves the right to reject or accept any proposal, or combination of proposals.

Proposals shall be evaluated based on the firm's related experience and performance on other similar projects. Work shall be performed under the terms and conditions of the District's Standard Services Agreement (Attachment 5). Firms should have a thorough understanding of the IRWM program and have experience applying for successful IRWM grants in the past. Knowledge of the water management dynamics in East Contra Costa County is also desired.

Schedule

- Issue Request for Proposal June 11, 2019
- Proposals Due (by 5:00 p.m.) July 1, 2019
- Select and Notify Firms of Final Selection July 9, 2019
- Execute Contract July 10, 2019
- Perform Services as Authorized July 10, 2019 – DWR Draft Award

Questions concerning this RFP should be directed Maggie Dutton by phone at (925) 688-8132, or by email at mdutton@ccwater.com. Thank you for your interest.

Sincerely,



Jeff Quimby
Director of Planning

JQ/MJD:kh

Attachments

cc: Brian Jackson

ATTACHMENT 1

SCOPE OF WORK

The selected firm will provide services as described in the following scope of work. The work will be performed as summarized below. The total not-to-exceed value of the agreement is \$40,000.

All work performed shall be in accordance with the 2019 IRWM Grant Program Guidelines and the Round 1 Implementation Grant Proposal Solicitation Package issued by DWR and available at the following link: <https://water.ca.gov/Work-With-Us/Grants-And-Loans/IRWM-Grant-Programs/Proposition-1/Implementation-Grants>. The tasks will be performed to ensure that the ECCC IRWM Region meets the following deadlines assigned by DWR.

Pre-Application Material Submittal Deadline	8/9/2019
Pre-Application Workshop Date(s)	8/28/2019
DWR Feedback Deadline	9/20/2019
Final Application Deadline	TBD – 8 Weeks following receipt of DWR Feedback

Acronyms:

- PIF Project Information Form
- DWR Department of Water Resources
- LPS Local Project Sponsor
- PSP Proposal Solicitation Package

Task 1 Project Information Form Review and DWR Workshop

Timeline: July 10, 2019 to August 28, 2019

- Review draft PIFs prepared by LPSs
- Coordinate with LPSs to make edits and revisions as necessary to prepare PIFs for submittal to DWR on August 9, 2019
- Prepare and provide a template presentation format for LPSs that conforms to workshop guidance in the PSP
- Attend DWR pre-application workshop on August 28, 2019 in Turlock to hear LPS presentations and DWR feedback/questions

Task 2 Incorporate DWR Feedback, Finalize PIFs, Prepare Grant Application Package

Timeline: August 29, 2019 through DWR draft award announcement

- Review written and verbal feedback received from DWR at the workshop or in DWR's post-workshop comments
- Work with LPSs to revise PIFs based on DWR comments
- Work with LPSs to Finalize PIFs
- Prepare Attachments 1 through 10 (as applicable) for final grant application.
- Coordinate with LPSs as appropriate to gather required information to complete Attachments 1 through 10 (as applicable)
- Prepare Draft Grant Application, distribute to LPSs to review and comment
- Prepare Final Grant Application (2 weeks prior to final application deadline)
- After grant application submittal, be available to assist LPSs to respond to inquiries from DWR, as applicable

ATTACHMENT 2

REQUIRED PROPOSAL FORMAT

The letter of transmittal shall contain the names of the Project Manager, staff, and subconsultants that will perform the project work. The lead firm shall be indicated, if a joint venture is proposed. The office location(s) where the work will be performed shall be stated.

Proposals should be presented in a manner that conveys your ability to communicate clearly, your approach to the scope of work, and provides a well-defined basis for negotiating a contract. The proposal shall include the following items:

Section 1 - Approach to Work

Using the Scope of Work in Attachment 1 as a guide, describe how your team will meet the objectives of the project. Information provided should focus on the approach to successfully complete the various aspects of the work. State any key assumptions used in the approach formulation and discuss any proposed changes to the Scope of Work.

Discuss your proposed approach to project management including budget management, quality assurance, and cost control techniques. Provide a project schedule showing work sequence, time and budget required for each task, reviews, milestones, and total project duration. The schedule should show how the Scope of Work would be accomplished assuming that a final grant application should be completed and ready for submittal to DWR by November 1, 2019. This schedule shall also include the DWR pre-application materials submittal due date on August 9, 2019, DWR pre-application workshop on August 28, 2019 and review activities. (NOTE: Consultant shall allow a minimum of ten (10) business days for any District/Project Sponsor review activities.)

Section 2 – Specialized Experience

Describe the specific experience of key personnel and their qualifications. Briefly highlight experience gained from recent work that is specifically relevant to the main tasks. Provide references for projects completed by members of the proposed project team in the past ten (10) years that are similar in size and complexity. Highlight any specific experience with any of the ECWMA agencies and previous work on water projects in the ECCC IRWM Region. Describe previous work within the IRWM program. Describe previous IRWM grants application and acquisition success(es). Demonstrate familiarity with the DWR Guidelines and PSP documents relating specifically to this grant program.

Section 3 – Project Team

Indicate staff organization and describe the specific role of key staff members, outlining their capabilities and expertise directly attributable to that role. Indicate the portion of the time key staff will be available to work on the project. Describe major projects where key team members, including subconsultants, have worked together previously. Emphasize the experience of the specific individuals proposed to do the work and provide resumes (as supplementary information).

ATTACHMENT 2

REQUIRED PROPOSAL FORMAT

Describe how the District will be involved in project completion activities. Given the expertise of District staff at completing the Scope of Work tasks, firms should expect that the District will be involved in reviewing and evaluating all deliverables and grant application components.

Supplementary Information

Supplementary information such as resumes of key staff, biographical information, figures, illustrations, and other documentation may be submitted under separate cover or as an appendix.

The proposal shall be limited to the following page lengths:

- Letter of Transmittal: 2 pages
- Sections 1 through 3: 5 pages
- Supplementary Information: 10 pages

ATTACHMENT 3

EVALUATION CRITERIA

Selection of the consultant shall be based solely on the proposal. Proposals will be reviewed by District staff and evaluated based upon their relative ranking in each area of the proposal. It is not anticipated that interviews will be conducted. Relative weighting of selection criteria is indicated below. The following criteria will be used in evaluating proposals:

Criteria	Examples of Evaluation Topics¹	Maximum Points
Approach to Work	This includes the approach to the Scope of Work outlined in Attachment 1, understanding of the project scope and objectives, project issues, level of effort, proposed project management and cost control techniques, quality assurance, schedule of work, and ability to meet firm deadlines.	20 (40%)
Specialized Experience	This includes specialized experience and qualifications directly relating to this project and the IRWM program, evidence of ability to complete the work within schedule and on budget, and the depth of in-house or subconsultant support.	15 (30%)
Project Team	This includes the commitment of key personnel (Project Manager, Project Engineer(s), Lead Discipline Engineers, and subconsultant Lead Engineers) and their experience in completing the tasks outlined in Attachment 1 Scope of Work.	10 (20%)
Overall Proposal Quality and Other Considerations	This includes comments received from references, proposal quality, general responsiveness, clarity of presentation, and exceptions, if any, to the District's Standard agreement.	5 (10%)
	<i>Maximum Score</i>	<i>50</i>

Notes:

(1) The topics are examples of those that may be considered during the evaluation of the proposal. It is not intended to be a comprehensive list of all considerations during the evaluation process.

Proposal evaluation shall be based solely on information provided in this proposal. Be sure to include all relevant information and evidence of the firm's record of performance and ability to perform the work. As indicated above, the Approach to Work, Specialized Experience, and Project Team are the key elements of this proposal.

ATTACHMENT 4
COST INFORMATION

One copy of the following information shall be submitted inside a separate sealed envelope:

- The requested overhead rate as a percentage of direct labor for this project.
- The requested markup on subconsultants.
- The requested fee on direct labor and overhead costs.
- An estimate of the other direct costs by item. No mark-ups will be allowed on other direct costs.
- An estimate of the not-to-exceed cost and man-hours necessary to satisfactorily perform the work for the prime and subconsultants (provide breakdown by task). Include hours by team member for each task, and raw labor rate for each team member. The estimate should be provided in the format set forth in Attachment B, Consultant's Rates and Charges, of the sample Standard Services Agreement (Attachment 5).

NOTE: This information does not constitute a bid but ensures that a detailed review of the merits of the proposal is complete before costs are reviewed.

ATTACHMENT 5

**CONTRA COSTA WATER DISTRICT
Standard Services Agreement**

THIS AGREEMENT for services is between Contra Costa Water District ("District") and _____ (the "Consultant"). Consultant's address is _____, telephone _____, and fax number _____. Consultant is a [] corporation, [] partnership, [] sole proprietor, having taxpayer's identification number _____.

1. **The Agreement.** District and Consultant agree that Consultant shall provide _____ and shall perform these services for District on the terms and conditions herein set forth in connection with District's project number _____ for _____. The specific scope of services, and any special performance conditions are defined in Attachment A - Scope of Work.

The following documents are attached hereto and are a part of this Agreement:

- Attachment A - Scope of Work
- Attachment B - Consultant's Rates and Charges

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. **Time of Performance.** Unless otherwise stated in Attachment A, Consultant is authorized to commence performance of this Agreement upon its execution by District. Consultant shall complete all services covered by this Agreement no later than _____, unless this date is extended by District in writing. At the District's discretion, the District may extend the term of the Agreement. Should the District elect to extend this Agreement through _____, there shall be no change to the terms and conditions of this Agreement (other than to the time of performance).

3. **Payment.** Consultant shall at convenient intervals not more frequent than monthly submit itemized statements of services performed at the rates and charges in Attachment B. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. Without the prior written approval of the District, the total amount payable by District for Consultant's services pursuant to this Agreement shall not exceed \$_____ for the period from _____ to _____, and \$_____ for the period from _____ to _____ upon extension of the Agreement.

4. **Consultant an Independent Contractor.** Consultant shall perform the consulting services under the Agreement as an independent contractor and not as an employee of District. Consultant shall be wholly responsible for the methods of performance. District shall have no right to supervise or control Consultant's performance, but shall have the right to observe it. Consultant shall work closely with District in performing the services.

5. **Insurance.**
A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

ATTACHMENT 5

(1) Workers' Compensation, in not less than statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

(1) Name as Additional Insureds, Contra Costa Water District and its respective Directors, Officers, Agents, and Employees.

(2) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Regarding Workers' Compensation, Contractor hereby agrees to waive its rights to subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Contra Costa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

D. All policies shall provide thirty days' advance written notice to Contra Costa Water District of reduction or nonrenewal of coverage or cancellation of coverage for any reason.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Before commencing any work under this Agreement, Contractor shall furnish to Contra Costa Water District certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Contra Costa Water District, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

ATTACHMENT 5

G. Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.

H. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor obtains all necessary insurance, which shall name Contra Costa Water District, and its respective directors, officers, agents and employees and the Contractor as Additional Insureds.

6. Payment of Prevailing Wages. If any personnel of Consultant or a subcontractor of Consultant performs work under the Agreement for which a general prevailing wage has been determined by the Director of the Department of Industrial Relations, Consultant or subcontractor shall pay the prevailing wage for such work and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 et. seq.). Copies of such wage rates are on file at the District's principal office. For questions regarding this section, Consultant should visit www.dir.ca.gov/oprl/pwd/index.htm or call the Department of Industrial Relations at (415) 703-4774.

The general prevailing wage rates for such work which establish minimum wages for this Agreement shall be posted by Consultant in a prominent place at the site where such work is performed. Consultant shall comply with all of the provisions of Section 1775 of the Labor Code relative to penalties paid to the District regarding wage under- payments to workers employed under this Agreement, and Consultant shall comply with all of the provisions of Section 1776 of the Labor Code regarding payroll records requirements.

7. Abandonment by Consultant. In the event the consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment, such as expenses associated with obtaining substitute services.

8. Records and Documents. Upon request, and at no additional charge, Consultant shall deliver to District all records, data, and reports prepared or obtained in the performance of the Agreement, which shall become and remain the property of District. This includes, but is not limited to, all materials and records of a finished nature, such as final plans, specifications, and maps prepared or obtained in the performance of this Agreement, and all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data prepared or obtained in the performance of this Agreement.

9. Right to Audit. Consultant shall permit District and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy Consultant's books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and any and all data relevant to the Agreement at any reasonable time within three years after final payment under the Agreement. Consultant shall also permit District and its authorized representatives to audit and verify statements, invoices, or bills submitted by Consultant pursuant to the Agreement. Consultant shall provide such assistance as may be reasonably required in the course of such examination and audit.

10. Safety and Compliance with Laws and Regulations. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations whether federal, state or local in origin, and shall also comply with the CCWD Contractor/Consultant Safe

ATTACHMENT 5

Practices Handbook at all times when present on District property or at the site(s) of public works being installed, altered, repaired or removed for the District. The signature page of the CCWD Contractor/Consultant Safe Practices handbook shall be signed by the Consultant and submitted to the District. The Consultant shall provide copies of the Handbook to all Sub-Consultants/Sub-Contractors. The Handbook is available at <http://www.ccwater.com/files/safepacticeshandbook.pdf>.

11. Breach, Error, and Omission. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, District shall have the right to pursue all remedies provided by law or equity. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Agreement as would be exercised by a reasonable professional performing similar work under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy this standard of care. In addition, any costs incurred by the District (including but not limited to additional design and administrative costs, to the extent that such costs are recoverable under California law) and used to correct deficiencies caused by the Consultant's errors and omissions shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished under this agreement, and therefore the fact that the District has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

12. Endorsement on Plans. All work of an engineering nature shall bear the stamp and signature of an engineer registered in the State of California.

13. Indemnification. If an action is filed in which it is claimed or alleged that any damages, injuries, or deaths arose out of, pertained to, or related to negligent acts, errors or omissions, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable), in the performance of the services for District, Consultant agrees, at its own expense, to defend District and its Directors, officers, employees, and agents; provided, however, that no settlement of a claim shall be made without the consent of District.

To the extent permitted by law, Consultant shall indemnify District and its Directors, officers, employees, and agents from any and against all claims, demands, costs, including reasonable attorney's fees, and liability for any damages, injuries, or deaths arising directly or indirectly from, or connected with, the services provided under this Agreement and due to, or claimed or alleged to be due to, negligence, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable). Consultant will reimburse District for any expenditures, including reasonable attorney's fees, District may make by reason of such matters and, if requested by District, will defend any such suits at the sole cost and expense of Consultant.

To the extent permitted by law, Consultant shall also indemnify the District and its Directors, officers, employees, and agents, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorney's fees, and liability, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Consultant, or its employees, agents, subconsultants, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

This Section shall survive any expiration or termination of this Agreement.

14. Confidentiality. Consultant shall treat any information it may come to have relating to the Agreement with confidence, revealing information to third parties only with prior written approval of District.

ATTACHMENT 5

15. Assignment. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise; provided, however, that Consultant with the prior written consent of District may subcontract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant receives written approval from the District of the qualifications of the subcontractor or sub-consultant qualifications prior to execution of this Agreement. Any other purported assignment, transfer, or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than District and Consultant.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Termination. District may terminate this Agreement at any time by thirty (30) days prior written notice to Consultant. Upon termination, District shall pay Consultant for all amounts due for services rendered up to the date of termination.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year written below.

CONTRA COSTA WATER DISTRICT

By: _____ Date: _____
Name: Jerry Brown
Title: General Manager

CONSULTANT: _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

District Legal Counsel

ATTACHMENT 5

Consulting Services Agreement
Between Contra Costa Water District (“District”) and
_____ (“Consultant”)

SCOPE OF WORK

Any work or services in addition to the work or services described in this Attachment shall be performed by Consultant according to the rates or charges listed in Attachment B. In the event that no rate or charge is listed for a particular type of extra work, Consultant shall not be entitled to compensation for extra work unless a written authorization or Amendment describing the work and payment terms has been executed by the District prior to the commencement of the extra work.

Consultant shall provide:

- (Briefly describe service or services)

District shall provide the following services and facilities:

- (Describe District obligations, if any)

EXAMPLE

Consultant shall provide financial and banking services, meeting facilitation, and planning study services that may include the following without limitation:

- Provide information on matters concerning urban development in East Contra Costa County, related to the impacts of potential needs for water services.
- Revise and update information in the Draft East County Water Services Status Report.
- Provide information concerning circulation, transmission, and distribution systems

District shall provide the following services and facilities:

- Timely access to land for field work;
- Reports, contracts, maps, and other data in District's possession necessary for completion of the services.

ATTACHMENT 5

Consulting Services Agreement
Between Contra Costa Water District (“District”) and
_____ (“Consultant”)

CONSULTANT’S RATES AND CHARGES

Position Title (Additional description, if necessary) \$_____ per hour

Position Title (Additional description, if necessary) \$_____ per hour

Position Title (Additional description, if necessary) \$_____ per hour

* If overtime is anticipated, it is assumed to be at the same hourly rate unless otherwise noted in this Attachment.

ATTACHMENT 6

LIST OF FIRMS RECEIVING RFP

Ms. Jennifer Krebs
Jennifer Krebs Environmental Planning
878 Spruce Street
Berkeley, CA 94707
jennifer.krebs@gmail.com

Ms. Lindsey Wilcox
Woodard & Curran
1545 River Park Dr., Suite 425
Sacramento, CA 95815
lwilcox@woodardcurran.com

Mr. Ken Schwarz
Ms. Thomasin Grim
Horizon Water and Environment
266 Grand Avenue, Suite 210
Oakland, CA 94610
ken@horizonh2o.com

Ms. Jill Sunahara
Environmental Science Associates
550 Kearny St Ste 800
San Francisco, CA 94108
jsunahara@esassoc.com

Ms. Sara Duckler
Duckler Consulting
35 Drake Court
Walnut Creek, CA 94597
duckler@duckler.com

Mr. Mike Mirmazaheri
GEI Consultants, Inc.
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670-6065
mmirmazaheri@geiconsultants.com

Mr. Ken Wilkins
Carollo Engineers
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598
kwilkins@carollo.com

Mr. Mick Klasson
2814 Tiber Ave
Davis, CA 95616
klassonm@sbcglobal.net