



**SPMUD BOARD OF DIRECTORS  
REGULAR MEETING: 4:30 PM  
September 7, 2023**

SPMUD Boardroom  
5807 Springview Drive, Rocklin, CA 95677

Zoom Meeting: 1 (669) 900-9128  
Meeting ID: 860 3989 8527

The District's regular Board meeting is held on the first Thursday of every month. This notice and agenda are posted on the District's website ([www.spmud.ca.gov](http://www.spmud.ca.gov)) and the District's outdoor bulletin board at 5807 Springview Drive Rocklin, CA. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made at (916) 786-8555.

The September 7, 2023 meeting of the SPMUD Board of Directors will be held in the District Board Room at 5807 Springview Drive in Rocklin, CA 95677 with the option for the public to join via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/86039898527>. Public comments can also be made in person at the time of the meeting or emailed to [ecostan@spmud.ca.gov](mailto:ecostan@spmud.ca.gov) from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

**AGENDA**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

Director Gerald Mitchell	Ward 1
Director William Dickinson	Ward 2
Director Christy Jewell	Ward 3
Vice President James Durfee	Ward 4
President James Williams	Ward 5

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS**

Items not on the Agenda may be presented to the Board at this time; however, the Board can take no action. Public comments can be made in person at the time of the meeting or emailed to [ecostan@spmud.ca.gov](mailto:ecostan@spmud.ca.gov) from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

**V. CONSENT ITEMS**

[pg 4 to 41]

Consent items should be considered together as one motion. Any item(s) requested to be removed will be considered after the motion to approve the Consent Items.

ACTION: (Roll Call Vote)

*Motion to approve the consent items for the September 7, 2023 meeting.*

1. MINUTES from the August 3, 2023, Regular Meeting. [pg 4 to 9]
2. ACCOUNTS PAYABLE in the amount of \$1,386,478.16 through August 28, 2023. [pg 10 to 15]
3. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within the Rocklin Road at Pacific Street Roundabout Project with an estimated value of \$482,843. [pg 16 to 19]
4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within the Racetrack Road Subdivision with an estimated value of \$391,469. [pg 20 to 23]
5. RESOLUTION 23-31 UPDATING DISTRICT JOB DESCRIPTIONS FOR THE ADMINISTRATIVE SERVICES MANAGER, DISTRICT ENGINEER, AND SUPERINTENDENT [pg 24 to 41]

## VI. BOARD BUSINESS

Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.

1. **BIENNIAL CONFLICT OF INTEREST REVIEW AND ADOPTION OF RESOLUTION 23-32 REVISING BOARD POLICY 1020 – CONFLICT OF INTEREST** [pg 42 to 52]

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially. The Conflict of Interest Code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700). District General Counsel reviewed District Policy 1020 – Conflict of Interest to ensure it remains current and accurate as well as a proposed revision to add the position of Field Supervisor as a designated filer position.

No Action Requested: (Roll Call Vote)

**Staff recommends that the Board of Directors adopt Resolution 23-32 Revising Board Policy 1020 Conflict of Interest.**

2. **CALPERS PENSION FUNDING UPDATE** [pg 53 to 57]

Staff will provide an update on the District's pension contributions, unfunded pension liability, and CEPPT account.

No Action Requested: Informational Item

3. **RESOLUTION 23-33 ESTABLISHING A FINE SCHEDULE FOR FISCAL YEAR 2023/24** [pg 58 to 62]

Staff will provide information on the proposed Schedule of District Fines intended to discourage vandalism and destruction of District facilities.

Action Requested: (Roll Call Vote)

**Staff recommends that the Board of Directors adopt Resolution 23-33 Establishing a Fine Schedule for Fiscal Year 2023/24.**

4. **ADOPTION OF RESOLUTION 23-34 PROFESSIONAL SERVICES AGREEMENTS WITH WATERWORKS ENGINEERS** [pg 63 to 120]

Staff will provide information on four proposed professional services agreements with WaterWorks Engineers to assist with Fiscal Year 2023/24 budgeted Capital Projects.

Action Requested: (Roll Call Vote)

**Staff recommends that the Board of Directors adopt Resolution 23-34 Professional Services Agreement with WaterWorks Engineers.**

5. **RESOLUTION 23-35 AUTHORIZATION TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT FOR THE IRISH LANE POND LINER EMERGENCY REPLACEMENT PROJECT** [pg 121 to 124]

Staff will provide information on Change Order #1 to the Irish Lane Pond Liner Emergency Replacement Project for the repair and extension of the existing failed French drain system.

Action Requested: (Roll Call Vote)

**Staff recommends that the Board of Directors adopt Resolution 23-35 to authorize the General Manager to execute Change Order #1 to the Irish Lane Pond Liner Emergency Replacement Project construction contract.**

**VII. REPORTS** [pg 125 to 138]

The purpose of these reports is to provide information on projects, programs, staff actions, and committee meetings that are of general interest to the Board and the public. No decisions are to be made on these issues.

1. Legal Counsel (A. Brown)
2. General Manager (H. Niederberger)
  - 1) ASD, FSD & TSD Reports
  - 2) Informational items
3. Director's Comments: Directors may make brief announcements or brief reports on their activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

**VIII. ADJOURNMENT**

If there is no other Board business the President will adjourn the meeting to the next regular meeting to be held on **October 5, 2023, at 4:30 p.m.**

**REGULAR BOARD MINUTES  
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	SPMUD Boardroom Zoom Meeting	August 3, 2023	4:30 p.m.

**I. CALL MEETING TO ORDER:** The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Williams presiding at 4:29 p.m.

**II. ROLL CALL OF DIRECTORS:**

Present: Director Jerry Mitchell, Director Christy Jewell, Director James Durfee, Director Will Dickinson, Director Jim Williams

Absent: None

Vacant: None

Staff: Adam Brown, Legal Counsel  
Herb Niederberger, General Manager  
Carie Huff, District Engineer  
Eric Nielsen, Superintendent  
Emilie Costan, Administrative Services Manager

**III. PLEDGE OF ALLEGIANCE:** DE Huff led the Pledge of Allegiance.

**IV. PUBLIC COMMENTS:**

ASM Costan confirmed that no eComments were received. Hearing no other comments, the public comments session was closed.

**V. CONSENT ITEMS:**

1. MINUTES from the July 6, 2023, Special Meeting.
2. MINUTES from the July 6, 2023, Regular Meeting.
3. ACCOUNTS PAYABLE in the amount of \$2,037,864.55 through July 24, 2023.
4. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Croftwood Phase 4 with an estimated value of \$966,757.
5. RESOLUTION 23-23 ACCEPTANCE OF THE SEWER MAIN K03-090 EMERGENCY REPLACEMENT PROJECT
6. RESOLUTION 23-24 AND 23-25 ADOPTING A MEMORANDUM OF UNDERSTANDING WITH DISTRICT EMPLOYEES AND A MEMORANDUM OF UNDERSTANDING WITH MANAGEMENT EMPLOYEES FOR THE PERIOD OF 07/01/23 THROUGH 06/30/25

Vice President Durfee pulled consent item #7 for additional discussion.

Director Dickinson made a motion to approve consent items #1 through #6; a second was made by Vice President Durfee; a roll call vote was taken, and the motion carried 5-0.

Vice President Durfee thanked those involved in the Employee and Manager MOUs for their hard work and professionalism. He asked about the item that eliminates retiree life insurance for future retirees and increases term life insurance for active employees; specifically, the amount of life insurance coverage and the timeline for implementation. GM Niederberger commented that the amount of life insurance was not determined during negotiations; however, the original concept was to triple the current life insurance coverage. Director Dickinson asked what would happen if there were not an agreement on the amount of term life insurance coverage. GM Niederberger shared that there would be no change to the existing retiree life insurance benefit. He shared that this item will be brought back to the Board before the end of the calendar year.

Vice President Durfee made a motion to approve consent item #7; a second was made by Director Jewell; a roll call vote was taken, and the motion carried 5-0.

## **VI. BOARD BUSINESS**

### **1. EMPLOYEE ENGAGEMENT PRESENTATION**

Brett Bruce, Maintenance Worker II/Electrical-Mechanical Technician, Allison Roeh, Administrative Services Assistant II, and Curtis Little, GIS Analyst presented the past, present, and future of the District's Employee Engagement Committee. They shared how this committee supports the strategic plan priority, "Make SPMUD a Great Place to Work."

The Board thanked the Employee Engagement Committee for their presentation and the work they are doing for the District.

### **2. PRE-TREATMENT WORKSHOP**

Aaron Moore, Lead Inspector presented information on the District's Fats, Oils, and Greases (FOG) and Industrial Pre-Treatment Programs. He shared the objectives, challenges, and goals of the programs.

There was a discussion about notification, enforcement, and fines. President Williams asked if there are incentives that can be offered to encourage businesses to upgrade their grease control devices. Mr. Moore shared that education on environmental benefits and best practice management as well as inspection practices that allow businesses to remain open during the installation of new devices has helped generate buy-in with business owners.

Director Dickinson asked how the District's program interacts with the City of Roseville's Industrial Pre-Treatment Program. Mr. Moore shared that the City of Roseville's program focuses on specific permitted industrial uses. The District will support the City with education and inspection of non-permitted uses that may cause source control issues such as businesses that utilize sand/oil separators, dental facilities, laundromats, and car washes.

President Williams shared his appreciation for the success of these programs and the results seen. GM Niederberger shared that the City of Palo Alto will be visiting the District and participating in ride-alongs to see the District's industry-leading program.

Vice President Durfee thanked staff for the presentation and their great work on the program. He asked that the District research grants that could be used to incentivize upgrading grease control devices. Director Jewell asked if there were ways that the District could incentivize upgrades through fee reductions or other methods. DE Huff shared that if adopted and vetted by legal counsel, fines that do not reimburse staff time could potentially be used to create an in-house program to assist business owners.

President Williams asked if the District is still doing residential education through newsletters. GM Niederberger shared that the newsletter is sent twice a year and includes information on FOG prevention. Vice President Durfee suggested sharing a similar presentation at the Chamber of Commerce meetings. Director Jewell suggested that social media may reach a broader audience than a printed newsletter. Cameron Lima, Lead Worker added that field crews also share information with residential customers on the impacts of FOG.

Vice President Durfee asked if sanitary sewer overflows have been reduced since the implementation of the FOG Program. Mr. Moore shared that the program has eliminated hot spots and has worked well to identify potential spills before they occur.

**3. ADOPTION OF RESOLUTIONS 23-26 PROFESSIONAL SERVICES AGREEMENT WITH CARTWRIGHT NOR CAL, INC., 23-27 PROFESSIONAL SERVICES AGREEMENT WITH UBORA ENGINEERING AND PLANNING, 23-28 PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING**

DE Huff shared the three proposed agreements to perform professional engineering services for the Del Rio Court and Delmar Avenue Sewer Extension Project, the Jack in the Box Sewer Replacement Project, the Taylor Road Crossing Project, and the Newcastle Main Street Project.

Director Dickinson asked if completion of the Newcastle Main Street Project would reduce inflow and infiltration (I&I) and asked for confirmation that the Newcastle projects would be paid for from Fund 100. GM Niederberger shared that the project would reduce I&I and that the Newcastle projects would be paid from Fund 100 since the District did not receive funds for replacement when Newcastle was added to the District's collection system. Director Mitchell asked if the Main Street project would substantially complete the Newcastle Master Plan work. DE Huff shared that the Main Street Project is one of three major projects remaining in Newcastle with the other two projects being the Old State Highway and Buena Vista Project and the Park Avenue and Second Street Project in the Chantry Hill area.

Director Dickinson asked how the firms were selected. DE Huff shared that the firms were selected from the short-list of qualified consultants that came before the Board for approval last May.

Vice President Durfee made a motion to adopt Resolutions 23-26 Professional Services Agreement with Cartwright Nor Cal, Inc., 23-27 Professional Services Agreement with Uhora Engineering and Planning, and 23-28 Professional Services Agreement with Coastland Civil Engineering; a second was made by Director Jewell; a roll call vote was taken, and the motion carried 5-0.

**4. RESOLUTION 23-29 AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NEXGEN FOR GRANITE TERRACE CONSTRUCTION SUPPORT**

DE Huff presented the addendum to the existing professional services agreement with NexGen Utility Management and an update on the Granite Terrace Subdivision and Lift Station Project.

Director Mitchell asked why the City of Rocklin approved the subdivision map before the improvements were completed. DE Huff shared that it is not uncommon for the City to approve the subdivision map before all improvements are completed, but it is not usually approved without the underground improvements completed. In this case, there was pressure from the developer to approve the map so they could finance the remaining underground improvements. Director Dickinson asked for confirmation that there is no occupancy at this time, and DE Huff confirmed there is not.

Director Dickinson made a motion to adopt Resolution 23-29 authorizing the General Manager to execute a Professional Services Agreement with NexGen for Granite Terrace construction support; a second was made by Director Mitchell; a roll call vote was taken, and the motion carried 5-0.

**5. RESOLUTION 23-30 EMERGENCY DESIGNATION AND EMERGENCY AUTHORIZATION FOR THE IRISH LANE POND LINER EMERGENCY REPLACEMENT PROJECT**

DS Nielsen reported to the Board on the need for emergency repairs to the Irish Lane Pond Liner. The existing liner has deteriorated, and a new liner is needed before the start of the rainy season.

Vice President Durfee asked how the estimated cost of work was obtained. DS Nielsen shared that staff reached out to multiple contractors to determine available options and set an appropriate budget. The cost for this project has been included in the current fiscal year budget.

Director Dickinson asked if consideration has been given to increasing the size of the downstream pipes and eliminating the ponds. DS Nielsen shared that there are a lot of 8-inch pipes and a lift station downstream from the ponds so it would be a large project. He shared that there has been consideration given to modifying these from open ponds to an alternative storage method and that the goal is to reduce the source of the I&I that creates the need for the ponds. This Board action gives the District additional time to work towards an alternate long-term solution. Director Dickinson added that a pond means more water that needs to be treated and additional costs.

Director Durfee asked if the Castle City Project has been factored into the long-term plans for the ponds. DE Nielsen shared that concerns with I&I from Castle City have been voiced by staff as a primary concern since discussions began regarding the project.

Vice President Durfee made a motion to adopt Resolution 23-30 (1) Finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the sewer main replacement is necessary to respond to the emergency in accordance with Section 22050 of the Public Contract Code; and (2) Finding that the Irish Lane Pond Liner Emergency Replacement Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction); and (3) Authorizing the General Manager to execute the attached Construction Contract with a qualified contractor in an amount not to exceed \$150,000 plus a 10% contingency (\$165,000 total); a second was made by Director Mitchell; a roll call vote was taken, and the motion carried 5-0.

## **VII. REPORTS**

### **1. District General Counsel (A. Brown):**

General Counsel Brown complimented those involved in their hard work on the MOUs.

### **2. General Manager (H. Niederberger):**

#### **A. ASD, FSD & TSD Reports:**

GM Niederberger commented that he met with the new Loomis Town Manager and would be reaching out to schedule a Loomis 2x2 meeting.

Director Mitchell asked about the new IVR (pay-by-phone) option for customer payments. ASM Costan shared that ASD had a soft launch of the IVR a few months ago and has received favorable feedback. She added that ASD is currently working on a short, recorded message that will allow customers who wish to do so, to pay by IVR prior to being transferred to a customer service representative. The IVR payment option allows customers who were previously not reaching a customer service agent and having to leave a voicemail, the option to make their payment by phone and avoid potential late fees. Director Mitchell commented that he would like to avoid a complicated phone tree that is frustrating for customers.

#### **B. Information Items:** No additional items.

### **C. Director's Comments:**

Director Mitchell shared information about the Sunset Whitney Recreation Area. He commented that the joint project to provide a pedestrian bridge connecting the Sunset Whitney Recreation Area to Johnson Springview Park over the District's high-risk creek crossing is not included in the City of Rocklin's five-year capital improvement program. He also shared that the Sunset Whitney Recreation Area Master Plan has identified that the private sewer lines are degraded and in need of replacement. Director Dickinson suggested a Rocklin 2x2 meeting to discuss these items.

Director Jewell thanked staff for the ride-along that she attended in July. She also commented that she will not be available to attend the September board meeting. Finally, she asked that staff consider working with the City of Rocklin and the Town of Loomis to present a workshop on



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District fees. GM Niederberger shared that work is being done on a Connection Fee FAQ for customers. He added that they will discuss a workshop at both of the 2x2 meetings.

President Williams thanks Stephanie Youngblood from the Loomis Town Council for attending tonight's meeting.

**VIII. ADJOURNMENT**

The President adjourned the meeting at 6:00 p.m. to the next regular meeting to be held on September 7, 2023, at 4:30 p.m.



Emilie Costan, Board Secretary



South Placer M.U.D.

# Check Report

By Check Number

Date Range: 07/25/2023 - 08/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1007	Advanced Integrated Pest	07/26/2023	Regular	0.00	116.00	16262
1742	Burrell Consulting Group	07/26/2023	Regular	0.00	1,275.00	16263
1652	Cintas Corporation	07/26/2023	Regular	0.00	564.92	16264
1066	City of Rocklin	07/26/2023	Regular	0.00	482,843.00	16265
1399	Hadronex, Inc.,	07/26/2023	Regular	0.00	6,894.16	16266
1163	Joe Gonzalez Trucking, LLC.	07/26/2023	Regular	0.00	2,505.96	16267
1785	Landmark Construction	07/26/2023	Regular	0.00	164,757.59	16268
1735	Nathaniel Patterson	07/26/2023	Regular	0.00	250.00	16269
1764	Network Design Associates, Inc.	07/26/2023	Regular	0.00	688.00	16270
1473	Pitney Bowes Purchase Power	07/26/2023	Regular	0.00	415.37	16271
1253	Recology Auburn Placer	07/26/2023	Regular	0.00	365.10	16272
1306	Superior Equipment Repair	07/26/2023	Regular	0.00	502.26	16273
1240	Placer County Personnel	07/31/2023	Regular	0.00	3,727.61	16274
1653	Applied Best Practices, LLC	08/02/2023	Regular	0.00	1,200.00	16278
1663	Buckmaster Office Solutions	08/02/2023	Regular	0.00	378.37	16279
1458	Carie Huff	08/02/2023	Regular	0.00	124.45	16280
1652	Cintas Corporation	08/02/2023	Regular	0.00	564.92	16281
1068	City of Roseville	08/02/2023	Regular	0.00	250,011.96	16282
1113	Ferguson Enterprises, Inc. 1423 (Main)	08/02/2023	Regular	0.00	57.86	16283
1686	Jan Pro	08/02/2023	Regular	0.00	913.00	16284
1564	Jensen Landscape Services, LLC	08/02/2023	Regular	0.00	978.00	16285
1664	MacLeod Watts, Inc	08/02/2023	Regular	0.00	1,150.00	16286
1817	Matt Harmon	08/02/2023	Regular	0.00	63.44	16287
1793	NEXGEN Asset Management, Inc.	08/02/2023	Regular	0.00	12,390.00	16288
1822	PBM Construction	08/02/2023	Regular	0.00	9,969.00	16289
1218	PCWA	08/02/2023	Regular	0.00	1,322.22	16290
1221	PG&E	08/02/2023	Regular	0.00	2,567.97	16291
1685	Streamline	08/02/2023	Regular	0.00	497.00	16292
1329	USA North 811 (Underground Service Alert)	08/02/2023	Regular	0.00	1,837.41	16293
1327	US Bank Corporate Payment	08/03/2023	Regular	0.00	11,117.27	16294
	**Void**	08/03/2023	Regular	0.00	0.00	16295
	**Void**	08/03/2023	Regular	0.00	0.00	16296
	**Void**	08/03/2023	Regular	0.00	0.00	16297
	**Void**	08/03/2023	Regular	0.00	0.00	16298
248	AT&T	08/09/2023	Regular	0.00	8.82	16299
1022	AT&T CalNet	08/09/2023	Regular	0.00	104.23	16300
1838	Boutin Jones	08/09/2023	Regular	0.00	7,573.50	16301
1768	Capital Program Management Inc.	08/09/2023	Regular	0.00	5,459.00	16302
1652	Cintas Corporation	08/09/2023	Regular	0.00	572.23	16303
1066	City of Rocklin	08/09/2023	Regular	0.00	58,400.00	16304
1775	CPS HR Consulting	08/09/2023	Regular	0.00	681.25	16305
1509	Crystal Communications	08/09/2023	Regular	0.00	311.64	16306
1086	Dataprose	08/09/2023	Regular	0.00	5,940.94	16307
1087	Dawson Oil Co.	08/09/2023	Regular	0.00	4,996.93	16308
1666	Great America Financial Services	08/09/2023	Regular	0.00	587.05	16309
1612	Loomis Basin Chamber of Commerce	08/09/2023	Regular	0.00	225.00	16310
1218	PCWA	08/09/2023	Regular	0.00	443.71	16311
1221	PG&E	08/09/2023	Regular	0.00	8,415.13	16312
1566	Sierra Pacific Turf Supply	08/09/2023	Regular	0.00	4,545.15	16313
1333	SPOK, Inc.	08/09/2023	Regular	0.00	27.60	16314
1561	19six Architects	08/16/2023	Regular	0.00	2,126.95	16317
1021	ARC	08/16/2023	Regular	0.00	119.61	16318
1022	AT&T CalNet	08/16/2023	Regular	0.00	397.82	16319
1652	Cintas Corporation	08/16/2023	Regular	0.00	552.86	16320

Check Report

Date Range: 07/25/2023 - 08/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1073	Consolidated Communications	08/16/2023	Regular	0.00	2,042.28	16321
1113	Ferguson Enterprises, Inc. 1423 (Main)	08/16/2023	Regular	0.00	256.98	16322
1764	Network Design Associates, Inc.	08/16/2023	Regular	0.00	75.00	16323
1218	PCWA	08/16/2023	Regular	0.00	561.24	16324
1475	Petersen & Mapes, LLP	08/16/2023	Regular	0.00	912.00	16325
1244	Preferred Alliance Inc	08/16/2023	Regular	0.00	196.56	16326
1338	Verizon Wireless	08/16/2023	Regular	0.00	1,251.14	16327
1652	Cintas Corporation	08/23/2023	Regular	0.00	520.86	16328
1072	Concern	08/23/2023	Regular	0.00	3,468.00	16329
1139	Hill Rivkins Brown & Associates	08/23/2023	Regular	0.00	6,200.00	16330
1694	Mallory Safety & Supply LLC	08/23/2023	Regular	0.00	329.11	16331
1764	Network Design Associates, Inc.	08/23/2023	Regular	0.00	688.00	16332
1793	NEXGEN Asset Management, Inc.	08/23/2023	Regular	0.00	20,389.50	16333
1253	Recology Auburn Placer	08/23/2023	Regular	0.00	386.11	16334
1518	Sonitrol of Sacramento	08/23/2023	Regular	0.00	22,616.29	16335
1582	Walker's Office Supply	08/23/2023	Regular	0.00	10,910.58	16336
1240	Placer County Personnel	08/24/2023	Regular	0.00	3,279.94	16361
1015	American Fidelity Assurance	08/01/2023	Bank Draft	0.00	511.16	DFT0008340
1586	Principal Life Insurance Company	08/01/2023	Bank Draft	0.00	338.47	DFT0008341
1230	Pers (EFT)	08/01/2023	Bank Draft	0.00	9,162.90	DFT0008342
1230	Pers (EFT)	08/01/2023	Bank Draft	0.00	40,204.50	DFT0008343
1230	Pers (EFT)	08/01/2023	Bank Draft	0.00	9,076.10	DFT0008344
1230	Pers (EFT)	08/01/2023	Bank Draft	0.00	187.02	DFT0008345
1230	Pers (EFT)	08/01/2023	Bank Draft	0.00	3,926.00	DFT0008346
1230	Pers (EFT)	08/01/2023	Bank Draft	0.00	106.45	DFT0008347
1015	American Fidelity Assurance	07/27/2023	Bank Draft	0.00	28,756.38	DFT0008348
1015	American Fidelity Assurance	07/27/2023	Bank Draft	0.00	28,756.38	DFT0008349
1042	CA State Disbursement (EF	08/01/2023	Bank Draft	0.00	143.07	DFT0008350
1229	Pers (EFT)	08/01/2023	Bank Draft	0.00	435.20	DFT0008351
1229	Pers (EFT)	08/01/2023	Bank Draft	0.00	431.26	DFT0008352
1149	Internal Revenue Service	08/01/2023	Bank Draft	0.00	1,024.10	DFT0008353
1098	EDD (EFT)	08/01/2023	Bank Draft	0.00	204.39	DFT0008354
1098	EDD (EFT)	08/01/2023	Bank Draft	0.00	74.33	DFT0008355
1149	Internal Revenue Service	08/01/2023	Bank Draft	0.00	239.50	DFT0008356
1149	Internal Revenue Service	08/01/2023	Bank Draft	0.00	296.32	DFT0008357
1045	Cal Pers 457 Plan (EFT)	08/04/2023	Bank Draft	0.00	750.00	DFT0008358
1135	Empower (EFT)	08/04/2023	Bank Draft	0.00	250.00	DFT0008359
1135	Empower (EFT)	08/04/2023	Bank Draft	0.00	8,506.00	DFT0008360
1135	Empower (EFT)	08/04/2023	Bank Draft	0.00	671.48	DFT0008361
1042	CA State Disbursement (EF	08/04/2023	Bank Draft	0.00	870.00	DFT0008362
1015	American Fidelity Assurance	08/04/2023	Bank Draft	0.00	293.33	DFT0008363
1015	American Fidelity Assurance	08/04/2023	Bank Draft	0.00	237.08	DFT0008364
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	49.13	DFT0008365
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	971.48	DFT0008366
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	1,936.86	DFT0008367
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	2,031.73	DFT0008368
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	3,436.54	DFT0008369
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	4,821.28	DFT0008370
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	4,777.72	DFT0008371
1149	Internal Revenue Service	08/04/2023	Bank Draft	0.00	13,135.14	DFT0008372
1098	EDD (EFT)	08/04/2023	Bank Draft	0.00	3,787.14	DFT0008373
1098	EDD (EFT)	08/04/2023	Bank Draft	0.00	947.31	DFT0008374
1149	Internal Revenue Service	08/04/2023	Bank Draft	0.00	3,071.86	DFT0008375
1149	Internal Revenue Service	08/04/2023	Bank Draft	0.00	9,247.89	DFT0008376
1149	Internal Revenue Service	08/02/2023	Bank Draft	0.00	284.20	DFT0008377
1098	EDD (EFT)	08/02/2023	Bank Draft	0.00	20.63	DFT0008378
1149	Internal Revenue Service	08/02/2023	Bank Draft	0.00	66.46	DFT0008379
1229	Pers (EFT)	08/04/2023	Bank Draft	0.00	-5,468.27	DFT0008380
1098	EDD (EFT)	08/07/2023	Bank Draft	0.00	4,931.00	DFT0008383
1015	American Fidelity Assurance	08/09/2023	Bank Draft	0.00	-208.33	DFT0008389
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	19.25	DFT0008392

Check Report

Date Range: 07/25/2023 - 08/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	38.40	DFT0008393
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	28.22	DFT0008394
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	47.74	DFT0008395
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	102.77	DFT0008396
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	101.84	DFT0008397
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	287.52	DFT0008398
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	184.02	DFT0008399
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	20.89	DFT0008400
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	67.28	DFT0008401
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	361.79	DFT0008402
1015	American Fidelity Assurance	08/09/2023	Bank Draft	0.00	-208.33	DFT0008408
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	19.25	DFT0008411
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	38.40	DFT0008412
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	28.22	DFT0008413
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	47.73	DFT0008414
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	95.71	DFT0008415
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	94.82	DFT0008416
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	276.82	DFT0008417
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	177.25	DFT0008418
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	20.10	DFT0008419
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	64.80	DFT0008420
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	330.82	DFT0008421
1015	American Fidelity Assurance	08/09/2023	Bank Draft	0.00	-208.33	DFT0008423
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	25.84	DFT0008426
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	18.34	DFT0008427
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	1.87	DFT0008428
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	6.04	DFT0008429
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	45.84	DFT0008430
1135	Empower (EFT)	08/10/2023	Bank Draft	0.00	250.00	DFT0008431
1229	Pers (EFT)	08/10/2023	Bank Draft	0.00	195.78	DFT0008432
1229	Pers (EFT)	08/10/2023	Bank Draft	0.00	194.01	DFT0008433
1149	Internal Revenue Service	08/10/2023	Bank Draft	0.00	417.84	DFT0008434
1098	EDD (EFT)	08/10/2023	Bank Draft	0.00	85.74	DFT0008435
1098	EDD (EFT)	08/10/2023	Bank Draft	0.00	30.33	DFT0008436
1149	Internal Revenue Service	08/10/2023	Bank Draft	0.00	97.72	DFT0008437
1149	Internal Revenue Service	08/10/2023	Bank Draft	0.00	170.47	DFT0008438
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	8.66	DFT0008440
1229	Pers (EFT)	08/09/2023	Bank Draft	0.00	8.58	DFT0008441
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	14.72	DFT0008442
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	6.80	DFT0008443
1098	EDD (EFT)	08/09/2023	Bank Draft	0.00	1.06	DFT0008444
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	3.44	DFT0008445
1149	Internal Revenue Service	08/09/2023	Bank Draft	0.00	6.18	DFT0008446
1045	Cal Pers 457 Plan (EFT)	08/18/2023	Bank Draft	0.00	775.00	DFT0008447
1135	Empower (EFT)	08/18/2023	Bank Draft	0.00	260.00	DFT0008448
1135	Empower (EFT)	08/18/2023	Bank Draft	0.00	8,681.00	DFT0008449
1135	Empower (EFT)	08/18/2023	Bank Draft	0.00	671.48	DFT0008450
1042	CA State Disbursement (EF	08/18/2023	Bank Draft	0.00	870.00	DFT0008451
1015	American Fidelity Assurance	08/18/2023	Bank Draft	0.00	85.00	DFT0008452
1015	American Fidelity Assurance	08/18/2023	Bank Draft	0.00	237.08	DFT0008453
1229	Pers (EFT)	08/18/2023	Bank Draft	0.00	49.13	DFT0008454
1229	Pers (EFT)	08/18/2023	Bank Draft	0.00	990.73	DFT0008455
1229	Pers (EFT)	08/18/2023	Bank Draft	0.00	1,975.26	DFT0008456
1229	Pers (EFT)	08/18/2023	Bank Draft	0.00	2,059.95	DFT0008457
1229	Pers (EFT)	08/18/2023	Bank Draft	0.00	3,484.28	DFT0008458
1229	Pers (EFT)	08/18/2023	Bank Draft	0.00	4,707.23	DFT0008459
1229	Pers (EFT)	08/18/2023	Bank Draft	0.00	4,664.69	DFT0008460
1149	Internal Revenue Service	08/18/2023	Bank Draft	0.00	13,500.30	DFT0008461
1098	EDD (EFT)	08/18/2023	Bank Draft	0.00	3,902.29	DFT0008462
1098	EDD (EFT)	08/18/2023	Bank Draft	0.00	933.69	DFT0008463
1149	Internal Revenue Service	08/18/2023	Bank Draft	0.00	3,157.28	DFT0008464

Check Report

Date Range: 07/25/2023 - 08/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1149	Internal Revenue Service	08/18/2023	Bank Draft	0.00	9,548.91	DFT0008465
1229	Pers (EFT)	08/23/2023	Bank Draft	0.00	1,050.00	DFT0008473

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	96	67	0.00	1,135,620.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	107	107	0.00	248,520.73
EFT's	0	0	0.00	0.00
	<b>203</b>	<b>178</b>	<b>0.00</b>	<b>1,384,141.58</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	96	67	0.00	1,135,620.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	107	107	0.00	248,520.73
EFT's	0	0	0.00	0.00
	<b>203</b>	<b>178</b>	<b>0.00</b>	<b>1,384,141.58</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	7/2023	722,417.73
100	GENERAL FUND	8/2023	661,723.85
			<b>1,384,141.58</b>

Account Number	Name	Date	Type	Amount	Reference
102-0001284-02	Dotti, Donna	8/23/2023	Refund	\$ 218.54	Check #: 16337
102-0001758-03	Peterson, Kris	8/23/2023	Refund	\$ 62.40	Check #: 16338
102-0001912-01	Jacklett, Gail	8/23/2023	Refund	\$ 12.88	Check #: 16339
102-0002114-01	Haag, Ronald	8/23/2023	Refund	\$ 108.38	Check #: 16340
102-0005683-02	Todd, Eddie and Amy	8/23/2023	Refund	\$ 8.24	Check #: 16341
102-0006432-02	Motiejunas, Adam	8/23/2023	Refund	\$ 108.52	Check #: 16342
102-0007134-01	Wright, Jack F	8/23/2023	Refund	\$ 123.32	Check #: 16343
102-0008907-01	Lamas, Hector and Leila	8/23/2023	Refund	\$ 12.50	Check #: 16344
102-0010155-02	Andrews, Bryan	8/23/2023	Refund	\$ 109.44	Check #: 16345
102-0010923-03	Ippolito, Dvora	8/23/2023	Refund	\$ 5.44	Check #: 16346
102-0011477-02	Kern, Melvin	8/23/2023	Refund	\$ 111.09	Check #: 16347
103-0004081-01	Palitti, William	8/23/2023	Refund	\$ 8.01	Check #: 16348
103-0004802-03	Schafroth, Daniel Howells -	8/23/2023	Refund	\$ 116.00	Check #: 16349
106-0013244-02	Fox, Jamie	8/23/2023	Refund	\$ 198.56	Check #: 16350
106-0014041-02	Sessions, Jay	8/23/2023	Refund	\$ 108.00	Check #: 16351
106-0015375-01	Crowther, Donald	8/23/2023	Refund	\$ 8.75	Check #: 16352
106-0015582-01	Alberg, Amy	8/23/2023	Refund	\$ 100.18	Check #: 16353
106-0017072-01	Le, Huy	8/23/2023	Refund	\$ 116.05	Check #: 16354
112-1021930-01	Winslow, Stephen	8/23/2023	Refund	\$ 108.00	Check #: 16355
112-1023849-02	LLC, HP California I	8/23/2023	Refund	\$ 99.00	Check #: 16356
112-1026090-03	Miller, Jeffrey	8/23/2023	Refund	\$ 185.00	Check #: 16357
112-1029929-00	Tim Lewis Communities	8/23/2023	Refund	\$ 104.50	Check #: 16358
112-1030030-00	Toll Brothers	8/23/2023	Refund	\$ 186.00	Check #: 16359
113-1026529-01	Shrikumar, Aditi	8/23/2023	Refund	\$ 5.29	Check #: 16360
102-0003499-01	Cavaness, Henry L III	8/24/2023	Refund	\$ 112.49	Check #: 16362
	<b>TOTAL REFUNDS</b>			<b>\$ 2,336.58</b>	

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors

**From:** Carie Huff, District Engineer

**Cc:** Herb Niederberger, General Manager

**Subject:** Acceptance of the Bill of Sale for the City of Rocklin’s Rocklin Road at Pacific Street Roundabout Project

**Meeting Date:** September 7, 2023

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**Overview**

The City of Rocklin’s Rocklin Road at Pacific Street Roundabout Project improvements are located within Rocklin, at the intersection of Rocklin Road and Pacific Street. The project consists of the removal and replacement of existing sewer infrastructure and associated appurtenances. There are no new sewer connections associated with the project. The Rocklin Road at Pacific Street Roundabout Project improvements include the following infrastructure:

- Installation of eight hundred thirty-seven (837) linear feet of sanitary sewer pipe;
- Installation of four (4) manholes; and
- Installation of two hundred and seventy-four (274) linear feet of lower laterals.

The Rocklin Road at Pacific Street Roundabout Project operated under a Temporary Sewer Use and Connection Agreement (Resolution 22-07 approved in March of 2022) to perpetuate sewer service and to reduce the risks associated with bypass pumping required within the project area. The District’s acceptance of the Bill of Sale for the sewer improvements fulfills the terms and obligations outlined in the Temporary Sewer Use and Connection Agreement.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Rocklin Road at Pacific Street Roundabout Project sewer improvements.

**Strategic Plan Goals**

This action is consistent with the District’s Strategic Priorities:

- Maintain an excellent regulatory compliance record.
- Prepare for the future and foreseeable emergencies.
- Leverage existing and applicable technologies to improve efficiencies.

**Related Board Policies and Resolutions**

Resolution 22-07 – Authorization to Enter into a Temporary Sewer Connection and Use Agreement with George Reed, Inc. for the City of Rocklin’s Rocklin Road at Pacific Street Roundabout Project

**Fiscal Impact**

The estimated value of the contributed capital is \$482,843.

Attachments:

1. Bill of Sale
2. Map – Rocklin Road at Pacific Street Roundabout Project



BILL OF SALE

George Reed, Inc. does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed during the project commonly known as the City of Rocklin's Rocklin Road at Pacific Street Roundabout Project.

Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description whatsoever.

Dated this 8-10-23

By: George Reed, Inc.



\_\_\_\_\_

Signature

Ed Berlier, Vice President – General Manager

Name

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



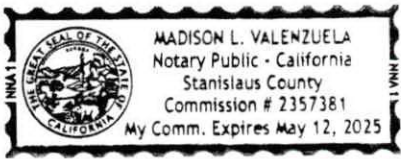
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Stanislaus )  
On August 10, 2023 before me, Madison L. Valenzuela, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Ed Berlier  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Madison Valenzuela  
*Signature of Notary Public*  
Madison L. Valenzuela

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





0 125 250 Feet

1 in = 125 ft



# City of Rocklin's Rocklin Road at Pacific Street Roundabout Project

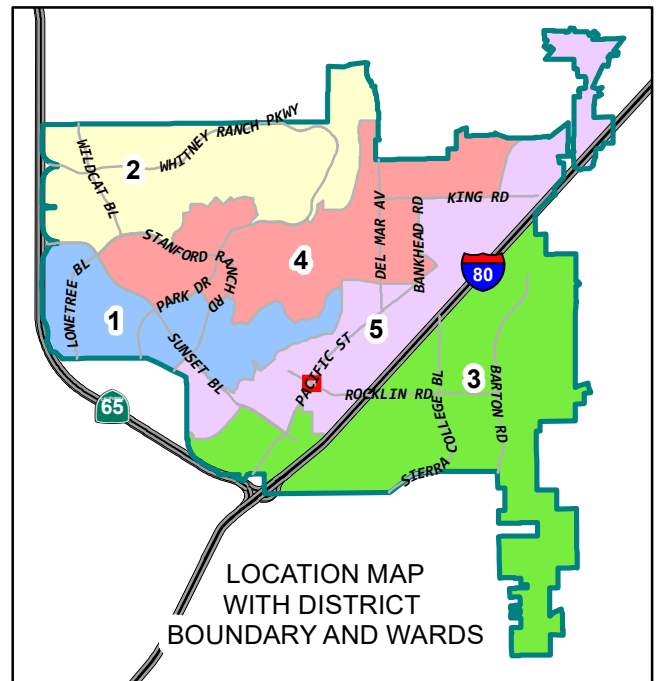
**No Change in EDU**

Date: 8/29/2023

Author: Curtis Little

Document Path:

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LOCATION MAP  
WITH DISTRICT  
BOUNDARY AND WARDS

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors

**From:** Carie Huff, District Engineer

**Cc:** Josh Lelko, Engineering Technician

**Subject:** Acceptance of the Bill of Sale for the Racetrack Road Subdivision Sewer Improvements

**Meeting Date:** September 7, 2023

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**Overview**

The Racetrack Road Subdivision improvements are located within Rocklin, northeast of the intersection of Racetrack Road and Racetrack Circle. The Racetrack Road Subdivision project consists of public sewer improvements to serve nine (9) new single-family residential homes for a total of 9 EDU. There are two existing homes within the project area that had their lateral reconstructed with the project as well. The Racetrack Subdivision improvements include the following infrastructure:

- Installation of six hundred and ninety (690) linear feet of sanitary sewer pipe;
- Installation of two (2) manholes; and
- Installation of two hundred and seventy-seven (277) linear feet of lower laterals.

The Racetrack Road Subdivision operated under a Temporary Sewer Use and Connection Agreement (Resolution 18-23 approved in June of 2018) to perpetuate service for two existing homes within the project area. The District’s acceptance of the Bill of Sale for the sewer improvements fulfills the terms and obligations outlined in the Temporary Sewer Use and Connection Agreement.

**Recommendation**

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Racetrack Road Subdivision sewer improvements.

**Strategic Plan Goals**

This action is consistent with the District’s Strategic Priorities:

- Maintain an excellent regulatory compliance record.
- Prepare for the future and foreseeable emergencies.
- Leverage existing and applicable technologies to improve efficiencies.

**Related Board Policies and Resolutions**

Resolution 18-23 – Authorization to Enter into a Temporary Sewer Connection and Use Agreement with Equity Smart Investments LP

**Fiscal Impact**

The estimated value of the contributed capital is \$391,469.

Attachments:

1. Bill of Sale
2. Map – Racetrack Road Subdivision

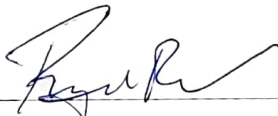
BILL OF SALE

Equity Smart Investments LP does hereby grant, bargain, sell and convey to SOUTH PLACER MUNICIPAL UTILITY DISTRICT all of its rights, title and interest in and to all public sewer pipes, lines, mains, manholes, and appurtenances installed by its contractor in that subdivision/project commonly known as Raceback

Grantor herein does hereby warrant and guarantee to SOUTH PLACER MUNICIPAL UTILITY DISTRICT that all of the personal property described herein consisting of sewer pipes, lines, mains, manholes, and appurtenances are free and clear of all mechanics liens and encumbrances of any type, nature or description whatsoever.

Dated this 9/28/2021

By: (Developer/Owner)

  
Signature

Ryan Bradford  
Name (Please Type or Print)

SEE ATTACHED  
**CALIFORNIA ALL-PURPOSE  
ACKNOWLEDGMENT**

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Placer)

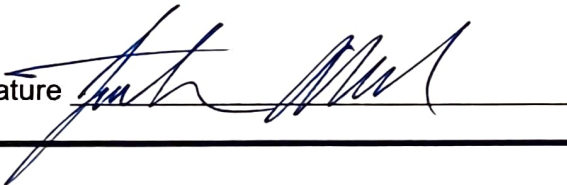
On 9/28/2021 before me, Justin Meek Notary Public  
(insert name and title of the officer)

personally appeared Ryan Bradford,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

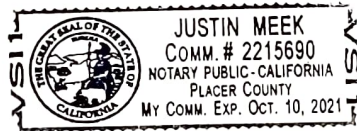
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

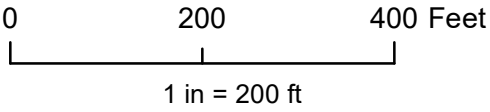
WITNESS my hand and official seal.

Signature



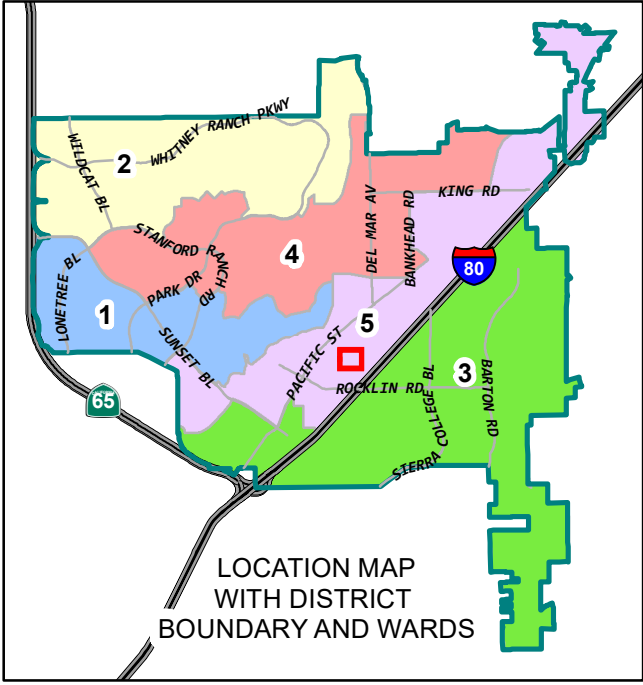
(Seal)





**Racetrack Road**  
**9 EDUs**

Date: 8/24/2023  
 Author: Curtis Little  
 Document Path:  
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LOCATION MAP  
 WITH DISTRICT  
 BOUNDARY AND WARDS

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Herb Niederberger, General Manager

**Cc:** Emilie Costan, Administrative Services Manager  
Carie Huff, District Engineer  
Eric Nielsen, District Superintendent

**Subject:** **Resolution 23-31, Updating Job Descriptions for the Administrative Services Manager, District Engineer, and Superintendent**

**Meeting Date:** September 7, 2023

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**Overview**

The South Placer Municipal Utility District (District) Policy 2015 – Job Descriptions, governs the creation of positions necessary to properly carry out the functions of the District in accordance with the California Municipal Utility District Act (MUD Act). The MUD Act mandates that the Board of Directors shall by resolution, determine and create such member and character of positions as are necessary to properly carry on the functions of the District.

On January 12, 2021, the District approved Resolution 23-04, authorizing a contract with Ralph Andersen and Associates (RAA) to complete a Classification and Compensation Study. One of the conclusions of the Classification and Compensation Study was that the Administrative Services Manager (ASM) and District Engineer (DE) were under compensated in comparison to the median of the labor market and that these positions merited an increase in the salary range.

Previously, the Board approved Resolution 17-14 adopting a Memorandum of Understanding with Management Employees and tied the compensation of the Superintendent to the District Engineer. In order to continue to tie the compensation of the Superintendent to the District Engineer, the job description of the Superintendent has been updated to reflect a progression from Superintendent I to Superintendent II with the addition of a requirement to be a Professional Engineer in the State of California.

The District’s Personnel Advisory Committee met on August 21, 2023, and evaluated the updated Job Descriptions for Administrative Services Manager, District Engineer, and Superintendent. The advisory committee recommended that the job description be forwarded to the Board for discussion and approval.

**Recommendation**

Staff recommends that the Board of Directors Adopt Resolution 23-31, Updating Job Descriptions for the Administrative Services Manager, District Engineer, and Superintendent.



**Strategic Plan Priority**

- Make SPMUD a Great Place to Work.

**Related District Ordinances or Policies**

Policy 2010- Civil Service Employee Manual

Policy 2015 – Job Descriptions

**Fiscal Impact**

The existing ASM, DE, and SUP will be placed in the range corresponding to the job description. This represents a 2.5% increase in annual compensation that has been included in the Fiscal Year 2023/24 Budget.

**Attachments**

- Resolution 23-31, Updating Job Descriptions for the Administrative Services Manager, District Engineer, and Superintendent
- Job Description - Administrative Services Manager - Redlined
- Job Description - District Engineer - Redlined
- Job Description - Superintendent - Redlined

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**  
**RESOLUTION NO. 23-31**  
**UPDATING JOB DESCRIPTIONS FOR THE**  
**ADMINISTRATIVE SERVICES MANAGER, DISTRICT ENGINEER, AND**  
**SUPERINTENDENT**

WHEREAS, the South Placer Municipal Utility District (District) Policy 2016 – Job Descriptions, establishes a policy governing the creation of positions necessary to properly carry out the functions of the District in accordance with the California Municipal Utility District Act (MUD Act), California Public Utilities Code §11501, et al.); and

WHEREAS, Policy 2016 and the MUD Act §11866, mandate that the Board of Directors shall by resolution determine and create such member and character of positions as are necessary to properly carry on the functions of the District; and

WHEREAS, the District approved Resolution 23-04, authorizing the General Manager to contract with Ralph Andersen and Associates (RAA) to complete a Classification and Compensation Study; and

WHEREAS, one of the conclusions of the Classification and Compensation Study, was that the Administrative Services Manager and District Engineer were under compensated in comparison to the median of the labor market and these positions merited an increase in the salary range; and

WHEREAS, the District approved Resolution 17-14 adopting a Memorandum of Understanding with Management Employees and tied the compensation of the Superintendent to the District Engineer; and

WHEREAS, in order to continue to tie the compensation of the Superintendent to the District Engineer, the job description of the Superintendent has been modified to reflect a progression from Superintendent I to Superintendent II with the addition of a requirement to be a Professional Engineer in the State of California; and

WHEREAS, the District's Personnel Advisory Committee met on August 21, 2023, and evaluated the proposed job descriptions for the Administrative Services Manager, District Engineer, and Superintendent and recommended that the job descriptions be forwarded to the Board for discussion and approval.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the attached job descriptions for the Administrative Services Manager, District Engineer, and Superintendent reflecting a change in the salary range are approved for use by the District.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, California this 7th day of September, 2023.

Signed: \_\_\_\_\_  
James T. Williams, President of the Board of Directors

Attest: \_\_\_\_\_  
Emilie Costan, Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
JOB DESCRIPTION**

Job Title:	Administrative Services Manager	Department:	Administrative Services
Class:	Management	FLSA:	Exempt
Salary Range:	<del>6162</del>	Reports To:	General Manager
Probationary Period:	1 year	Revision Date:	09/07/2023

**Position Overview:**

As a member of the District leadership team, manages the day to day operations of the Administrative Services Department for administrative, personnel, financial, and clerical functions, and is recording secretary for District Board of Directors meetings.

**Education/Experience:**

Any of the following combinations in the table below meet the minimum qualifications for education and experience for this position

Education		Experience
A	Associate Degree from an accredited College or University, degree in Public Administration, Business Management, or Accounting is desired.	and Twelve (12) years performing administrative work in an office environment that includes personnel supervision, human resources, accounting, customer service, and public relations matters. Experience in public sector preferred.
B	Bachelor’s Degree or higher from an accredited College or University, degree in Public Administration, Business Management, or Accounting is desired.	and Ten (10) years performing administrative work in an office environment that includes personnel supervision, human resources, accounting, customer service, and public relations matters. Experience in public sector preferred.

**Licenses and Certifications:**

Valid California Class C Driver License.

**Knowledge and Abilities:**

The Administrative Services Manager plans, directs, and coordinates supportive services for the District. The specific responsibilities of the Administrative Services Manager vary by subcategory and are aligned with the functions of Office Manager, Finance, Human Resources and Board Secretary. The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those

set forth below to address business needs and changing business practices.

### Office Manager

1. Manage the general office and accounting activities of the District.
2. Maintain the general ledger and fixed asset records.
3. Provide General Manager with data, reports, and other information for the budget and financial reports, financial forecasting and other administrative assistance.
4. Custodian of District records and management of District filing system.
5. Responsible for monitoring of reimbursement expenses.
6. Data entry into the Tyler-Encode Financial Management Software for financial/utility billing.
7. Interact with the outsourced vendor to send out delinquent letters to customers Set and oversee goals and deadlines for the department.
8. Principles and practices related to purchasing and inventory control.
9. Direct customer support for either internal or external clients including resolution of escalated complaints.

### Finance

1. Managing investment of District funds to maintain cash flow liquidity.
2. Overseeing of utility billing/fund accounting processes including software, hardware, and on-going support.
3. Principles and practices of budget preparation and monitoring.
4. Pertinent local, State and Federal Laws, Ordinances and rules.
5. Oversees preparation of the District's Annual Financial Report and Audit.

### Human Resources

1. Human Resource records management including the coordination of CalPERS benefits and OPEB.
2. Responsible for hiring of clerical and administrative personnel.
3. Assist in the hiring and termination of all other personnel.
4. Negotiate agreements between the District and employee groups.

5. Advise and confer with managerial staff regarding personnel issues.
6. Manage and lead employees including performance evaluations.

Board Secretary

1. Provide administrative assistance to the Board of Directors and General Manager at all meetings of the Board of Directors, including preparation of all agendas and materials and recording and transcribing meeting minutes.
2. Maintain official files, filings and the retrieval and management of General Manager and Board records.
3. Coordinate and supervise responses to records requests under the California Public Records Act.

Knowledge of:

1. Public relations and customer service.
2. District policies and procedures.
3. Safe work practices as defined by Cal-OSHA.
4. Modern office equipment and procedures including use of word processing, databases and spreadsheet applications, Microsoft applications including Word, Excel, Outlook and PowerPoint.
5. Principles, practices, and methods of accounting and financial administration.
6. Principles of leadership, training and supervision.
7. Personnel evaluations and progress assignments.
8. Local and State laws and regulations pertaining to bill collection, payment processing and security of customer information.
9. Principles and practices relating to public sector employer-employee relations.
10. State and Federal Laws related to equal employment opportunity, employee working conditions, disability and leave including but not limited to Title VII of the Civil Rights Act of 1964; California Fair Employment and Housing Act; Age Discrimination Act; California Rehabilitation Act; Americans with Disability Act Amendment Act; Equal Pay Act; Fair Labor Standards Act; California Labor Code; Family Medical Leave Act; California Family Rights Act.
11. The functions and operating procedures of local governance bodies and committees.
12. Methods and policies of records retention.

13. The District's Mission, Vision and Core Values.

Ability to:

1. Use modern office equipment and software, such as the use of common word processing, spreadsheet, database applications.
2. Operate and oversee database and other computer functions.
3. Analyze data, prepare reports and provide recommendations.
4. Operate computers with focus on accounting, utility billing, and record keeping functions.
5. Recognize and maintain confidentiality.
6. Supervise and train staff; plan, organize, direct, and coordinate work.
7. Deal courteously and effectively with management, District departments, and general public.
8. Deal tactfully and effectively with elected officials.
9. Explain/interpret rules, regulations, and District policies.
10. Develop, coach and mentor staff and maintain effective working relationships with personnel at all organizational levels, use good judgement and discretion in dealing with sensitive and difficult matters.
11. Analyze complex employee relations problems and make recommendations, apply excellent interpersonal skills to deal with difficult issues effectively and in mediating disputes.
12. Maintain attention to detail despite frequent interruptions and changing work priorities, respond to changing demands with flexibility and innovation.
13. Assume the duties of the General Manager in his absence, except as restricted by the State of California Municipal Utility District Act.
14. Communicate clearly and concisely, both orally and in writing.
15. Operate modern office equipment such as telephone system, calculators, copy machines, fax etc.

**Physical Demands and Working Environment:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employees must

have the ability to safely perform the necessary functions of the position with reasonable accommodation, unless such accommodation is impracticable or otherwise presents a safety hazard for other employees or the general public.

Specific Physical Requirements to Perform Duties:

- a. Capable of meeting the basic job duties as defined in Physical Demand Assessment PD-100.
- b. Stand, walk, reach with hands and arms, stoop or kneel.
- c. Sit at a computer workstation for extended periods of time and occasionally climb a flight of stairs.

Ability to Successfully Pass Medical Examination Based On:

- a. Ability to safely perform required physical duties, and
- b. Ability to safely perform required physical duties with “reasonable accommodation; that does not create a safety hazard for other employees or the public.

**This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.**



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
JOB DESCRIPTION**

Job Title:	District Engineer	Department:	Technical Services
Class:	Management	FLSA:	Exempt
Salary Range:	<del>6465</del>	Reports to:	General Manager
Probationary Period:	1 year	Revision Date:	09/07/2023

**Position Overview:**

Under general direction, assists the General Manager and plans, directs, manages, and oversees the activities and operations of the Technical Services Department including Engineering, Contracting, Inspection Services, Capital Improvement Program, Information Technology and other divisions, programs, and functional areas as assigned. Coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the General Manager.

**Education/Experience:**

Education	Experience
Bachelor’s Degree or higher from an accredited College or University in civil engineering, mechanical engineering or environmental engineering or a closely related field; a Master’s Degree is desirable.	Five (5) years of professional engineering experience that includes demonstrated experience in collection systems (or related underground utility), including management and administrative responsibility.

**Licenses and Certifications:**

1. Valid California Class C Driver’s License.
2. Possession of a valid California Certificate of Registration as a Professional Civil Engineer.
3. California Water Environment Association (CWEA) Certification in Collection System Maintenance at the Grade IV level. Timeline to acquire in accordance with CWEA minimum qualifications.
4. Other sub-professional technical certification is highly desirable.

**Knowledge and Abilities:**

Knowledge of:

1. California Municipal Utility District Act, California Public Utilities Code, Section 11501, et seq.
2. District policies and procedures.
3. Safe work practices as defined by Cal-OSHA.
4. Principles of supervision and civil engineering functions, as well as the principles of operation, maintenance, construction, inspection and repair of sanitary sewer systems.
5. Practical applications of sanitary sewer technology, improvement plan design practices, and flow hydraulics of sewer systems; knowledge of methods and techniques of contract negotiations and administration.
6. Sewer construction principles, practices, methods, techniques, and terminology.
7. Methods and techniques of contract negotiations and administration.
8. Mapping and geo-processing operations of local government using GIS products, including ArcGIS for Desktop and ArcGIS Server.
9. Construction methods and terminology; operation of lift stations; computer input data and generation of related reports.
10. Codes, laws, regulations, and references used by the wastewater industry.
11. The District's Mission, Vision and Core Values.

Ability to:

1. Assume full management responsibility for all department services and activities including Engineering, Easements and Rights-of-Way, Contracting, Inspection Services, Asset Management, Capital Improvement Planning, Hydraulic Modeling, Computerized Maintenance Management System (CMMS), Geographical Information Systems (GIS), Information Technology/Computer Network Administration and other divisions, programs, and functional areas as assigned.
2. Manage the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommend and administer policies and procedures.
3. Establish, within District policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.

4. Assess and monitor workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
5. Plan, direct, and coordinate the Technical Services Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
6. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline in accordance with District policies.
7. Develop, coach and mentor staff and maintain effective working relationships with personnel at all organizational levels, use good judgement and discretion in dealing with sensitive and difficult matters.
8. Oversee and participate in the development and administration of the department budget; approve the forecast of funds needed for equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.
9. Ensure all department personnel are oriented in department procedures, safety practices, systems operations, and other governing regulations.
10. Explain, justify, and defend department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
11. Apply and enforce the District's standard plans and specifications, rules, regulations, and ordinances with contractors, plumbers, public entities, and customers to the design and construction of sewer facilities.
12. Oversee and assume responsibility for the development of the District's Capital Improvement Plan; evaluate and forecast the District's capital improvement needs; recommend to the General Manager specific capital projects; oversee development and design of capital improvement projects; oversee the funding, contract administration, and construction inspection of capital improvement projects.
13. Oversee the provision of contracted services; prepare specifications and requests for proposal; evaluate bids and make recommendations for contract award; manage and administer contract to ensure compliance with contractual obligations and approved budget.
14. Oversee the District's commercial Fat's Oil & Grease (FOG) source control program.
15. Coordinates activity between the District and other entities regarding the regional, industrial pretreatment and storm water programs.
16. Works with applicants and LAFCO regarding proposed annexations to the District.

17. Provide staff assistance to the General Manager; prepare and present staff reports and other necessary correspondence.
18. Represent the Technical Services Department to other departments, elected officials, and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations; work closely with other departments in matters relating to the business and operations of the District.
19. Meet with contractors, developers, other government officials, and other professionals about the approval, development, preparation, monitoring and coordinating of improvement projects of an engineering nature and in regard to the operations of the District's facilities.
20. Participate in public education and outreach efforts to support the vision, mission, and values of the District.
21. Attend District Board meetings, participate on a variety of committees and professional group meetings; stay abreast of new trends and innovations in the field of engineering and collection system maintenance, construction, repair and contracting.
22. Coordinates environmental issues and will serve requests with other entities and project developers.
23. Communicate effectively both orally and in writing to the Board, management, other public agencies, engineering firms, contractors, and the public.
24. Supervise and train staff; plan, organize, direct and coordinate work.
25. Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
26. Direct contractors regarding District requirements for sewer construction.
27. Develop, review, and modify engineering and construction drawings, plans and specifications.
28. Maintain accurate and complete records of all work performed in writing and in software applications.
29. Perform mathematical principles as applied to civil engineering work, collection systems and surveyor stationing data.
30. Respond to common inquires or complaints from customers, regulatory agencies, or members of the business community.
31. Interpret and apply applicable federal, state and local policies, laws, and regulations.

32. Assume the duties of the General Manager in their absence, except as restricted by the State of California Municipal Utility District Act.

**Physical Demands and Working Environment:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. Employees must have the ability to safely perform the necessary functions of the position with reasonable accommodation, unless such accommodation is impracticable or otherwise presents a safety hazard for other employees or the general public.

Specific Physical Requirements to Perform Duties:

- a. Capable of meeting the basic job duties as defined in Physical Demand Assessment PD-101.
- b. Stand, walk, reach with hands and arms, stoop, or kneel.
- c. Sit at a computer workstation for extended periods of time and occasionally climb a flight of stairs. Ability to climb up and down ladders as needed.
- d. Ability to carry equipment for field work.

Ability to Successfully Pass Medical Examination Based on:

- a. Ability to safely perform required physical duties; and,
- b. Ability to safely perform required physical duties with "reasonable accommodation" that does not create a safety hazard for other employees or the public.

**This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.**

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
JOB DESCRIPTION**

Job Title:	Superintendent	Department:	Field Services
Class:	Management	FLSA:	Non-Exempt
Salary Range:	<u>I - 64</u> <u>II - 65</u>	Reports to:	General Manager
Probationary Period:	1 year	Revision Date:	09/07/2023

**Position Overview:**

Under the direction of the General Manager, oversees all field personnel involved in the operation and maintenance of the District's sewer collection system.

**Education/Experience:**

Any of the following combinations in the table below meet the minimum qualifications for education and experience for this position.

Education		Experience
A	Completion of high school / GED	and Twelve (12) years in collection system maintenance (or related underground utility) with at least five (5) of those years responsible for a program personnel supervision, fiscal management and public relations.
B	Associate Degree from an accredited College or University, degree in Construction Management or Engineering is desired.	and Ten (10) years in collection system maintenance (or related underground utility),. with at least five (5) of those years responsible for personnel supervision, fiscal management and public relations.
C	Bachelor's Degree or higher from an accredited College or University, degree in Construction Management or Engineering is desired.	and Eight (8) years in collection system maintenance (or related underground utility) with at least five (5) of those years responsible for personnel supervision, fiscal management and public relations.

**Licenses and Certifications:**

Superintendent I

Education		Required Licenses and Certifications
A	Completion of high school / GED and	(1) Valid California Class C Driver's License (2) Must possess a California Water Environment Association Certification in Collection System Maintenance at the Grade IV Level.
B	Associate Degree or higher from an accredited College or University and	(1) Valid California Class C Driver's License (2) Must obtain a California Water Environment Association Certification in Collection System Maintenance at the Grade IV Level. Timeline to acquire in accordance with CWEA minimum qualifications.

Superintendent II

In addition to the education, license and certification requirements necessary for the Superintendent I position, in order to be considered for the Superintendent II position, the candidate must be in possession of a valid California Certificate of Registration as a Professional Engineer, Civil or Mechanical.

**Knowledge and Abilities:**

Must have knowledge of the purpose and use of tools and equipment employed in the construction, operation, maintenance, and repair of a sewer collection system; construction methods and terminology; construction and right-of-way drawings; computer applications, lift station mechanics and operation; applicable and pertinent laws and regulations of local, state, and federal agencies; and be knowledgeable of safe work practices; having strong supervisory and administrative skills; strong written and verbal communication skills; and have the ability to prepare and present various Board agenda items and reports as needed.

Knowledge of:

1. District Standard Specifications and Improvement Standards for Sanitary Sewers.
2. District policies and procedures.
3. Safe work practices as defined by Cal-OSHA.
4. Planning, scheduling and assigning all sewer collection field activities.
5. Principles of leadership, training and supervision.
6. Budget Preparation for Field Services Department and oversees the financial status of all field operations.

7. Computer Maintenance Management Systems for the predictive and preventive maintenance and record keeping of the District's collection system.
8. Injury and Illness Prevention Programs (IIPP) in conformance with Cal-OSHA requirements, as they pertain to sewer collection systems.
9. Local, state and federal regulations governing sewer collection systems.
10. Fleet Management, including purchasing, maintenance and repair of vehicles and equipment.
11. District flow recording systems.
12. Personnel evaluations and progress assessments.
13. The District's Mission, Vision and Core Values.

Ability to:

1. Oversee the operation of special equipment used in the field of collection systems.
2. Attend regular and special meetings of the SPMUD Board of Directors and represents the District at various meetings of outside agencies.
3. Supervise and train staff; plan, organize, direct, and coordinate work.
4. Report to the General Manager on the progress of field projects and status of field personnel and activities.
5. Develop, coach and mentor staff and maintain effective working relationships with personnel at all organizational levels, use good judgement and discretion in dealing with sensitive and difficult matters.
6. Conduct or coordinate regular safety sessions for the safe work practices of all field personnel.
7. Use modern office equipment and software, such as the use of common word processing, spreadsheet, database applications, computerized maintenance management software, and CCTV inspection software.
8. Establish scope, produce bid documents and oversee work done for District-funded maintenance projects by contracted forces.
9. Estimating time, materials, and equipment necessary to complete special maintenance and repair projects.
10. Remain current on changes to local, state and federal regulations that govern sewer collection systems.
11. Promote and maintain a good public relations program.



12. Provide information as required to update the collection system maps and records.
13. Assume the duties of the General Manager in his absence, except as restricted by the State of California Municipal Utility District Act.

**Physical Demands and Working Environment:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions. Employees must have the ability to safely perform the necessary functions of the position with reasonable accommodation, unless such accommodation is impracticable or otherwise presents a safety hazard for other employees or the general public.

Specific Physical Requirements to Perform Duties:

- a. Capable of meeting the basic job duties as defined in Physical Demand Assessment PD-101.
- b. Stand, walk, reach with hands and arms, stoop, or kneel.
- c. Sit at a computer workstation for extended periods of time and occasionally climb a flight of stairs.

Ability to Successfully Pass Medical Examination Based On:

- a. Ability to safely perform required physical duties; and
- b. Ability to safely perform required physical duties with "reasonable accommodation: that does not create a safety hazard for other employees or the public.

**This job description is not intended to be all-inclusive. Employee may perform other related duties as negotiated to meet the ongoing needs of the organization.**

**-SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Emilie Costan, Administrative Services Manager  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Resolution 23-32 Revising Board Policy 1020 – Conflict of Interest  
**Meeting Date:** September 7, 2023

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**Overview**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. The following provisions of this Policy 1020 and the attached revisions to Appendix A, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the South Placer Municipal Utility District (the “District”).

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 23-32 Revising Board Policy 1020 Conflict of Interest.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Priorities:  
Maintain an excellent regulatory compliance record  
Prepare for the future and foreseeable emergencies

**Related District Ordinances and Policies**

This action complies with the following District Policy:  
Policy No. 1020 – Conflict of Interest

**Fiscal Impact**

There is no fiscal impact associated with this action.

**Attachments**

- Resolution 23-32 Revising Board Policy 1020 Conflict of Interest
- Board Policy 1020 - Redlined

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 23-32**

**REVISING DISTRICT’S POLICY 1020 – CONFLICT OF INTEREST**

WHEREAS, the South Placer Municipal Utility District (the “District”) was formed in conformance with the Municipal Utility District Act of California, and codified in California Public Utilities Code § 11501, *et seq*; and

WHEREAS, The Political Reform Act (California Government Code Section 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes and the Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code; and

WHEREAS, District policies are adopted and amended from time to time, and

WHEREAS, the following provisions of this Policy 1020 and the attached Appendix A, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the South Placer Municipal Utility District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the attached Policy 1020 – Conflict of Interest, is hereby adopted in its entirety.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, California this 7<sup>th</sup> day of September 2023.

Signed: \_\_\_\_\_  
James T. Williams, President of the Board of Directors

Attest: \_\_\_\_\_  
Emilie Costan, Board Secretary

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES**

<b>Policy Name:</b>	<b>1020 – CONFLICT OF INTEREST</b>		
<b>Approval Authority:</b>	SPMUD BOARD OF DIRECTORS	<b>Adopted:</b>	<del>07/07/16</del> <u>09/07/23</u>
<b>Resolution No</b>	14-06, 15-23, 16-14, <u>23-32</u>	<b>Revised:</b>	

**PURPOSE**

The purpose of this policy is to provide reasonable assurance that all foreseeable conflict of interest situations will be disclosed or prevented, to provide to each affected person a clear and specific statement of his or her duties, and to adequately differentiate between designated employees with different powers and responsibilities. Specifically, the South Placer Municipal Utility District has adopted a Conflict of Interest Code, which shall provide for the disclosure of assets and income of designated employees which may be materially affected by their official actions, and, in appropriate circumstances, to provide that designated employees should be disqualified from acting in order that conflicts of interest may be avoided. Nothing contained herein is intended to modify or abridge the provisions of the California Political Reform Act of 1974, as amended (Government Code §81000 et seq.)

**POLICY STATEMENT**

**Section 1.** Incorporation of State Regulations by Reference.

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation, the following provisions of this Policy 1020 and the attached Appendix A, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the South Placer Municipal Utility District (the “District”).

Individuals holding designated positions shall file their statements of economic interests with the District, which will make the statements available for public inspection and reproduction (Gov. Code Sec. 81008). All statements will be retained by the District.

**Section 2.** Designated Persons and Positions.

The persons holding positions listed in Appendix A are designated persons under this Conflict of Interest Code. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

**Section 3.** Disclosure Categories.

The disclosure categories set forth in the second column of Appendix A specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic

interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Appendix A. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.<sup>1</sup>

**Section 4.** Statements of Economic Interest: Place of Filing.

All designated employees shall file an original statement of economic interest with the Secretary of the District, who shall in the case of directors and managers of districts make and retain a copy and forward the original to the Clerk of the Board of Supervisors (multi-county districts forward an original to FPPC.) (Government Code §81010 and 2 Cal. Code of Regs. §18115.) Disclosure statement forms will be supplied by the District.

**Section 5.** Statement of Economic Interest: Time of Filing

(A) Initial Statements. All designated employees employed by the District on the effective date of this Conflict of Interest Code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this Code. Thereafter, each person already in a position when it is designated by an amendment to this Code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this Code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1, disclosing reportable investments, business positions, interest in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

**Section 6.** Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

1. File a written resignation with the appointing officer; and
2. File a written statement with the filing officer declaring under penalty of perjury that during

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<sup>1</sup>The Fair Political Practices Commission does not agree that "public generally" language is permitted with respect to disclosure requirements but does agree that it applies to the disqualifying conflict of interest provisions. If the official can establish that the reasonably foreseeable material financial effect on his or her economic interest is indistinguishable from the effect on the public generally, he or she does not have a conflict of interest within the meaning of the Political Reform Act. If the reasonably foreseeable material financial effect on the public official's economic interest is distinguishable from the effect on the public generally, he or she has a conflict of interest within the meaning of the Political Reform Act. (See 2 Cal. Code Regs. § 18707.)

the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

**Section 9. Contents of and Period Covered by Statements of Economic Interest.**

(A) **Contents of Initial Statements.** Initial statements shall disclose any reportable investments, interest in real property and business positions held on the effective date of the Code and income received during the 12 months prior to the effective date of the Code.

(B) **Contents of Assuming Office Statements.** Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) **Contents of Annual Statements.** Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code §87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. §18754.

(D) **Contents of Leaving Office Statements.** Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

**Section 7. Manner of Reporting.**

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the District, and shall contain the following information:

(A) **Investments and Real Property Disclosure.** When an investment or an interest in real property<sup>2</sup> is required to be reported,<sup>3</sup> the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

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<sup>2</sup>For purposes of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

<sup>3</sup> Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

(B) Personal Income Disclosure. When personal income is required to be reported<sup>4</sup>, the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,<sup>5</sup> the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal. During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

**Section 8. Prohibition on Receipt of Honoraria.**

No member of a state board or commission, and no Designated Employee shall accept any honorarium from any source, if the member or Designated Employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

Government Code §89501 (a), (b) and (c) shall apply to the prohibitions in this section. This section shall

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<sup>4</sup>A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

<sup>5</sup> Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code §89506.

**Section 8.1** Prohibition on Receipt of Gifts In Excess of \$440.

No Designated Employee shall accept gifts with a total value of more than four hundred and forty dollars (\$440) in a calendar year from any single source, if the Designated Employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. Government Code §89503(e), (f), and (g) shall apply to the prohibitions in this section.

**Section 8.2** Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (C), (D), (E), (F), and (G) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (C), (D), (E), (F), and (G) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an



agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$ 500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

**Section 8.3** Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$ 500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

**Section 8.4** Personal Loans.

(A) Except as set forth in subdivision (b), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$ 100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision A, but on which the

creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision A, but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

**Section 9.** Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating four hundred and forty dollars (\$440) or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

**Section 9.1.** Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

**Section 9.2** Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

**Section 9.3.** Disclosure of Disqualifying Interest.

When a designated employee determines that he or she is disqualified under this section, the following steps shall be taken:

(A) The designated employee should immediately refrain from making or participating in the making of the decision; and

(B) For members of the Board of Directors, the fact that a disqualifying interest exists shall be announced and made a part of the District's official record, and in the case of other designated employees shall be reported in writing to his or her superior.

(C) After disqualification, a designated employee may make an appearance, submit information or express views on the same basis as any other citizen on matters related solely to his or her personal interest, provide that it is done in public and provided that the person clearly indicated he or she is acting in a private capacity.

**Section 10.** Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code §83114 and 2 Cal. Code Regs. §18329 and §18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

No person who acts in good faith on an opinion issued to him or her by the Commission shall be subject to criminal or civil penalties for so acting, provided that the material facts are as stated in the opinion request.

**Section 11.** Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code §81000 – §91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code §87100 or §87450 has occurred may be set aside as void pursuant to Government Code §91003.

**Section 11.1.** Statute of Limitations.

No action based on a disqualification provision of this Code shall be brought pursuant to Government Code §91003(b) to restrain the execution of or to set aside official action of the District unless the complaint or petition is filed and served upon the District within 90 days following the official action.

**Section 12.** Revisions to the District's Conflict of Interest Code.

No later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code in accordance with the Political Reform Act to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code in accordance with subdivision (a) of §87302 and §87303 of the Government Code to the code reviewing body.

Upon review of its code, if no change in the code is required, the District shall submit a written statement to that effect to the code reviewing body no later than October 1, of the same year.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**APPENDIX A - RESOLUTION NO. 16-14**

**APPENDIX A**

**SECTION 1**

**PUBLIC OFFICIAL'S FUNCTION/TITLE**

**TYPE OF BUSINESS ENTITY,  
INVESTMENT, SOURCE OF INCOME, OR  
REAL PROPERTY DISCLOSURE**

General Manager  
Administrative Services Manager  
Superintendent  
Assistant Superintendent  
District Engineer  
Field Supervisor \_\_\_\_\_  
meters,

1. Motor vehicles and specialty vehicles and parts therefore
2. Construction and building materials
3. Office equipment and supplies
4. Petroleum products
5. Pipes, valves, fittings, pumps, tanks, lift station and other appurtenances
6. Safety equipment and facilities
7. Sewer collection chemicals
8. Engineering and other Consulting Services
9. Computer hardware and software
10. Contracts
11. Real property

Directors or candidates for Director  
Attorney

1. All of the above
2. Insurance companies
3. Public Utilities
4. Audit agreements and contracts

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Emilie Costan, Administrative Services Manager

**Cc:** Herb Niederberger, General Manager

**Subject:** CalPERS Pension Funding Update

**Board Date:** September 7, 2023

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**Overview**

The South Placer Municipal Utility District (District) affords its employees and retirees with pension and health insurance benefits and contracts with the California Public Employees Retirement System (CalPERS) for both its pension and health plans, including retiree health. These commitments have current and long-term costs, and while the District has restructured benefits and made significant proactive strides toward fully funding pension and retiree healthcare costs, low investment returns by CalPERS continue to impact the minimum required contributions and outstanding unfunded balances. These unfunded liabilities remain the only debts of the District.

The District has three retirement tiers. Tier I is the Miscellaneous 2.7% at 55 Plan and as of June 30, 2022, had an unfunded accrued liability (UAL) balance of \$6.73 million. Tier II is the Classic 2% at 55 Plan and as of June 30, 2022, had a UAL balance of \$149,000. Tier III is subject to the Public Employees' Pension Reform Act (PEPRA) with a benefit of 2% at 62. This Plan, as of June 30, 2022, had a UAL balance of \$135,000. The District's current Unfunded Pension Liability is \$7.01M.

The CalPERS actuarial reports for the District were distributed in August 2023. The most recent reports were calculated as of June 30, 2022, and reflect a discount rate or estimated rate of return of 6.8% and the CalPERS Fiscal Year 2021/22 investment loss of 6.1%. The full reports can be viewed on the District website at <https://spmud.ca.gov/2023-09-07-board-meeting-4-30-p-m>.

In October 2020, the District contributed \$3M in one-time funding to a CalPERS Section 115 California Employers' Pension Prefunding Trust (CEPPT) Fund. This trust earns interest, and the funds can be used to assist the District in making its minimum required payments on its pension obligations. Any additional funding or refunding of the CEPPT is discretionary. The balance of the CEPPT account as of June 30, 2023, was \$3,102,584. Due to continued volatility in the market, the District's return on the CEPPT investment has also remained below the CalPERS discount rate of 6.8%. Required pension expenses currently account for approximately 27% of the District's covered payroll expenses.

## **Recommendation**

This is an informational item. Staff recommends that the Board of Directors receive and file the CalPERS Pension Funding Update.

## **Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Priorities:

- Prepare for the future and foreseeable emergencies
- Provide exceptional value for the cost of sewer service

## **Related District Ordinances and Policies**

This action is in conjunction with the following District Policies:

- Policy 2576 – Funding of CalPERS UAL
- Policy 3120 – Investment of District Funds
- Ordinance 23-01 – An Ordinance in Conformance with Chapter 2.03 of the District Sewer Code relating to Monthly Service Charges

## **Fiscal Impact**

As shown in the attachments, the continued losses experienced by CalPERS adversely impact the District's finances. The totality of these continuing negative impacts was not fully realized in the establishment of monthly sewer service charges promulgated by Ordinance 23-01. This will require continued monitoring of the UAL and its impact on Fund 100.

Attachments:

- Table 1: Total Pension Cost as a Percentage of Covered Payroll
- Table 2: Tier I UAL Funded Ratio and Active Tier I Employee Payroll compared to Total Payroll
- Table 3: Tier I UAL Repayment Schedule June 2021 compared to June 2022
- CEPPT Account Update Summary

Table 1: Total Pension Cost as a Percentage of Covered Payroll

	Covered Payroll	Minimum UAL	Percentage of Covered Payroll	Annual Pension Cost	Percentage of Covered Payroll	Total UAL	Percentage of Covered Payroll
FY17	\$1,897,932	\$178,147	9%	\$459,750	24%	\$2,719,662	143%
FY18	\$2,217,714	\$211,658	10%	\$497,944	22%	\$3,443,400	155%
FY19	\$2,354,398	\$261,445	11%	\$655,878	28%	\$4,540,956	193%
FY20	\$2,473,520	\$319,136	13%	\$585,325	24%	\$4,516,808	183%
FY21	\$2,595,337	\$362,404	14%	\$627,975	24%	\$5,230,099	202%
FY22	\$2,465,037	\$424,631	17%	\$646,726	26%	\$5,514,486	224%
FY23	\$2,679,762	\$487,065	18%	\$711,966	27%	\$6,044,323	226%
FY24	\$2,760,155	\$457,782	17%	\$743,140	27%	\$4,081,655	148%
FY25	\$2,842,960	\$518,341	18%	\$770,748	27%	\$7,009,109	247%

Table 2: Tier I UAL Funded Ratio and Active Tier I Employee Payroll compared to Total Payroll

	Accrued Liability	Share of Assets	UAL	Funded Ratio	Tier I Covered Payroll	Total Covered Payroll
FY13	\$12,633,747	\$9,691,449	\$2,942,298	76.7%	\$1,377,663	\$1,425,554
FY14	\$14,471,370	\$11,749,427	\$2,721,943	81.2%	\$1,276,061	\$1,536,312
FY15	\$15,543,004	\$12,101,711	\$3,441,293	77.9%	\$1,011,034	\$1,582,401
FY16	\$16,229,377	\$11,712,781	\$4,516,596	72.2%	\$953,420	\$1,772,689
FY17	\$17,015,775	\$12,520,229	\$4,495,546	73.6%	\$1,005,218	\$1,897,932
FY18	\$18,770,317	\$13,596,871	\$5,173,446	72.4%	\$1,147,774	\$2,217,714
FY19	\$19,695,106	\$14,266,237	\$5,428,869	72.4%	\$1,132,698	\$2,354,398
FY20	\$20,993,909	\$15,078,493	\$5,915,416	71.8%	\$771,531	\$2,473,520
FY21	\$21,914,797	\$17,759,857	\$4,154,940	81.0%	\$655,300	\$2,595,337
FY22	\$21,980,409	\$15,254,590	\$6,725,819	69.4%	\$298,677	\$2,465,037



Table 3: Tier I UAL Repayment Schedule June 2021 compared to June 2022

	June 30, 2021 Valuation		June 30, 2022 Valuation	
	Balance	Payment	Balance	Payment
FY23	\$3,808,352	\$457,782	-	-
FY24	\$3,594,227	\$451,713	\$6,184,110	\$508,498
FY25	\$3,371,815	\$432,535	\$6,079,126	\$547,210
FY26	\$3,154,101	\$412,029	\$5,927,000	\$584,567
FY27	\$2,942,770	\$383,164	\$5,725,919	\$613,540
FY28	\$2,746,901	\$398,145	\$5,481,225	\$686,330
FY29	\$2,522,232	\$413,545	\$5,144,667	\$700,673
FY30	\$2,266,368	\$429,374	\$4,770,399	\$715,420
FY31	\$1,976,748	\$445,650	\$4,355,441	\$730,581
FY32	\$1,650,617	\$441,017	\$3,896,601	\$724,800
FY33	\$1,307,094	\$435,657	\$3,412,532	\$718,263
FY34	\$945,751	\$421,188	\$2,902,303	\$702,583
FY35	\$574,788	\$395,911	\$2,373,580	\$676,059
FY36	\$204,724	\$113,059	\$1,836,317	\$391,928
FY37	\$101,806	\$79,807	\$1,556,153	\$357,363
FY38	\$26,254	\$27,132	\$1,292,659	\$320,684
FY39	-	-	\$1,049,151	\$291,387
FY40	-	-	\$819,363	\$271,290
FY41	-	-	\$594,718	\$220,320
FY42	-	-	\$407,471	\$165,018
FY43	-	-	\$264,642	\$273,492

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Herb Niederberger, General Manager  
**Cc:** Carie Huff, District Engineer  
**Subject:** Resolution 23-33 Establishing a Fine Schedule for Fiscal Year 2023/24  
**Meeting Date:** September 7, 2023

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**Overview**

The District’s Sewer Code establishes civil and criminal penalties for code violations. Additionally, there is a need to define penalties for tampering with District facilities and vandalism/destruction of District facilities to discourage said activities.

All infractions of the Sewer Code are documented and initiated via a Warning of Non-Compliance or a Cease-and-Desist notice. Should these notifications be ignored, the District will issue a Notice of Violation. If the infraction is not corrected within the time period specified in the Notice of Violation, the user, discharger, owner, and/or permittee will be deemed to be non-compliant and will be subject to the fines as outlined in the fine schedule, up to and including severance of their sewer service. The fines may include costs and expenses incurred by the District in correcting violations and/or pursuing any remedy, including attorney’s fees, expert witness fees, laboratory testing fees, and all other related expenses.

Staff anticipates that the fine schedule will be updated in conjunction with the Sewer Code and as fully burdened hourly rates adjust annually. The fine schedule will be updated annually by applying the employees’ hourly rate, set by the Memorandum of Understanding (MOU), marked up with an applicable benefit and overhead factor intended to cover District costs.

On August 15, 2023, the Fee and Finance Advisory Committee reviewed the proposed Fine Schedule and suggested revisions to both the Schedule and Resolution. The Advisory Committee recommended that Resolution 23-33 Establishing a Fine Schedule for Fiscal Year 2023/24 be forwarded for consideration by the Board of Directors.

**Recommendation**

Staff recommends that the Board of Directors adopt Resolution 23-33 Establishing a Fine Schedule for Fiscal Year 2023/24.

**Strategic Plan Goals**

This action is consistent with the District’s Strategic Priority:  
Maintain an excellent regulatory compliance record.

**Related Board Policies and Resolutions**

Sewer Code, Chapters 1, 2, and 3

**Fiscal Impact**

The fine schedule is intended to cover the District's costs to ensure compliance with the District's Sewer Code and the Standard Specifications and Improvement Standards for Sanitary Sewers.

## Attachments:

- Resolution 23-33 Establishing a Fine Schedule for Fiscal Year 2023/24
- Exhibit A – Fine Schedule for Fiscal Year 2023/24

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 23-33**

**ESTABLISHING A FINE SCHEDULE FOR FISCAL YEAR 2023/24**

WHEREAS, the South Placer Municipal Utility District (District) Board Directors seeks to develop a fine schedule based on the District’s Sewer Code to prevent tampering, vandalism, deterioration, and destruction of District facilities; and

WHEREAS, the District intends to establish said fines and adopt them annually to cover the cost of remedying any damage, vandalism, or repair and otherwise deter violations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of South Placer Municipal Utility District as follows:

Section 1

The Board hereby finds and determines that the fines imposed by this resolution reflect the fines outlined in the Sewer Code and are necessary to cover the costs of remedying any damage, vandalism, or repair and include punitive fines to deter violations.

Section 2

The schedule of fines, as shown in Exhibit “A” attached hereto and incorporated herein by reference, are hereby fixed and established effective September 7, 2023. Exhibit “A” may be updated to reflect changes established by separate ordinances or codes.

Section 3

The fines set forth by this resolution are for the violations listed. For any other violation, the cost of which is indeterminate and not included in the fine schedule, the General Manager may assess a punitive fine ranging from \$750 to \$9,040, depending on the severity of the offense, and include the time required to correct the violation and require payment of a fine based on the fully burdened District hourly bill-out rate and the materials and supply costs. The remedies set forth in this resolution are cumulative, and any one or more of each fine, administrative, or criminal penalty, cost reimbursement, or injunction, if applicable, may be imposed or sought for any single violation at the discretion of the General Manager. Fine(s) may be reduced at the discretion of the Board of Directors on a case-by-case basis.

Section 4

The District’s fully burdened bill-out rate shall be established annually by applying a specific employee’s hourly rate, set annually by Memorandum of Understanding (MOU), marked up with applicable benefits and overhead factors intended to cover District costs.

Section 5

Costs and expenses referenced in the fine amount shall include, but not be limited to, material and supply costs, permitting, and any other outside labor costs required to remedy tampering, damage, or acts of vandalism.

Section 6

The fines shown on the fine schedule, not otherwise fixed and established by separate ordinance, code, or resolution, shall be adjusted by the General Manager on the 1<sup>st</sup> of July, annually, by applying the time determined by a District time and motion study and analysis and calculating the fine at the fully burdened District hourly bill-out rate per employee tasked to do such work.

PASSED AND ADOPTED by the Board of Directors of South Placer Municipal Utility District at Rocklin, California this 7<sup>th</sup> day of September, 2023.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

\_\_\_\_\_  
James T. Williams, President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Emilie Costan, Board Secretary



South Placer Municipal Utility District

Fine Schedule

Fiscal Year 2023/24

Fine Description	Fine Amount
<b>Administrative Penalty (Sewer Code, Chapter 1)</b>	
First Violation	-
Second Violation	\$100.00
Third Violation	\$200.00
Fourth Violation	\$500.00
<b>Civil and Criminal Penalties (Sewer Code, Chapter 2)</b>	
Failure to furnish technical or monitoring report*	up to \$1,000 / day + District staff time, costs and expenses
Intentional or negligent discharge of hazardous waste, as defined in Section 25117 of the Health and Safety Code	up to \$5,000 / day + District staff time, costs and expenses
Discharges in violation of any cease and desist or other order	up to \$10 / gallon + District staff time, costs and expenses
<b>Criminal Penalties</b>	
Discharge resulting in contamination, pollution or nuisance	up to \$1,000 / day + District staff time, costs and expenses (pretreatment)
Falsification of any record, report, plan or other document or vandalism of any monitoring device	up to \$25,000 / day + District staff time, costs and expenses
<b>Civil Enforcement Remedies</b>	
Failure to comply with any order issued by the District, including orders related to pretreatment standards or requirements	up to \$10,000 / day + District staff time, costs and expenses
Intentional or negligent violation of any Notice to Correct issued by the District	up to \$25,000 / day + District staff time, costs and expenses
<b>Violation - Penalty (Sewer Code, Chapter 3)</b>	
<b>Civil Penalties</b>	
Violation of Sewer Code pursuant to the authority of California Government Code Sections 54739 - 54740	up to \$25,000 / violation / day
Violation of the Clean Water Act, 33 U.S.C. Section 1251 et. seq.	up to \$25,000 / violation / day
Administrative fines for discharge violations pursuant to the authority of California Government Code Sections 54740.5 and 54740.6	greater of \$5,000 / day OR \$10 / gallon
<b>Criminal Penalties</b>	
Violations of the Sewer Code will be pursued as a misdemeanor	Upon conviction, not to exceed \$1,000 or imprisonment for not more than thirty (30) days
<b>Tampering with District Facilities</b>	
First Violation	\$750 + District staff time, costs and expenses
Second Violation	\$1,500 + District staff time, costs and expenses
Third Violation	\$3,000 + District staff time, costs and expenses
Fourth Violation	\$6,000 + District staff time, costs and expenses
<b>Vandalism/Destruction of District Facilities</b>	
First Violation	\$1,130 + District staff time, costs and expenses
Second Violation	\$2,260 + District staff time, costs and expenses
Third Violation	\$4,520 + District staff time, costs and expenses
Fourth Violation	\$9,040 + District staff time, costs and expenses
Credit Card Transaction Charge (Resolution 21-06/Policy 3170)	2.5%

\* Technical or monitoring report includes discharge monitoring reports, sampling reports, grease hauler manifests and any other report required.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors  
**From:** Herb Niederberger, General Manager  
**Cc:** Carie Huff, District Engineer  
**Subject:** Adoption of Resolution 23-34 Professional Services Agreements with WaterWorks Engineers  
**Meeting Date:** September 7, 2023

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**Overview**

The District generated a short list of consultants based on qualifications in May of 2023 to provide professional services on an as-needed basis. The District has identified the need to enter into Professional Services Agreements with WaterWorks Engineers to meet the District’s objectives. All the projects identified below are included in the approved FY23/24 budget.

Wastewater Pump Station Design Standards / Details Updates

The District’s Standard Specifications and Improvement Standards for Sanitary Sewers (Standards) provide the minimum standards for the design, installation, and testing of the District’s sewer facilities. A significant update of the Standards occurred in 2021; however, Section 4 – Wastewater Pump Stations has not been updated since 2009. Updates to the Wastewater Pump Station Standards are necessary to maintain relevancy with the engineering and construction industry.

The updates to the wastewater pump station standards are proposed to cost \$29,300 which is programmed into the FY23/24 budget (Fund 100). The intent is to finalize the updates in early 2024.

Preliminary Design of the Creek Crossing at Johnson Springview Park

The Preliminary Engineering Report on the District’s High-Risk Facilities identified high-risk facilities that require rehabilitation or replacement. One of the creek crossings is unofficially used as a connection between Sunset Whitney Recreation Area and Johnson Springview Park (J07-058). The District and the City of Rocklin are interested in a cooperative project where the District would reconstruct the creek crossing and provide abutments for the placement of a future pedestrian bridge. The cost of the pedestrian bridge would be the responsibility of the City of Rocklin. The City announced during their City Council meeting on August 22, 2023, that they had been able to secure a state budget appropriation of \$500,000 for the City to construct their part of the connector bridge between JSP and SWRA

WaterWorks has provided a proposal for preliminary design services for the replacement of the elevated creek crossing. Since there are many unknowns associated with the design and environmental component of this project, the initial request is for the preliminary design and site investigation of \$24,922 and up to \$55,000 for environmental services (CEQA and environmental permitting). Staff will bring further information to the board once the scope is refined. There is

\$175,000 programmed in the FY23/24 budget (Fund 400) for design and environmental services. The analysis is estimated to be complete in late 2023.

#### Preliminary Engineering for the Sierra College Trunk Line & Lift Station Abandonment

The District continually assesses its infrastructure to identify opportunities to improve the system and eliminate high-risk facilities. The District's System Evaluation and Capacity Assurance Plan (SECAP) identifies the Sierra College Trunk Line as a future trunk sewer that would eliminate the Sierra College Lift Station. The project requires significant coordination with Sierra College and construction is not anticipated for several years. However, there have been several developer inquiries about the properties along the west side of Sierra College Boulevard where the future alignment would traverse. WaterWorks has provided a proposal for preliminary engineering to analyze the potential alignments to determine the most feasible alternative. This will allow District staff to condition future development projects to acquire easements for the eventual design and construction.

Preliminary engineering is estimated to cost \$74,882 which is programmed in the FY23/24 budget (Fund 300). The analysis is estimated to be complete in February of 2024.

#### Preliminary Engineering for the Cameo Court Trunk Line & Lift Station Abandonment

The District continually assesses its infrastructure to identify opportunities to improve the system and eliminate high-risk facilities. The District's System Evaluation and Capacity Assurance Plan (SECAP) identifies the Cameo Trunk Line as a future trunk sewer that would eliminate the Cameo Court Lift Station. Construction of the Cameo Trunk Line will connect across Stanford Ranch Road to the City of Roseville's sewer system. Downstream improvements to Roseville's system are anticipated and coordination and approval from the City of Roseville is required.

Preliminary engineering is estimated to cost \$72,074 which is programmed in the FY23/24 budget (split between Fund 300 and Fund 400). The analysis is estimated to be complete in February of 2024.

#### **Recommendation**

Staff recommends that the Board of Directors adopt Resolution 23-34 Professional Services Agreements with WaterWorks Engineers.

#### **Strategic Plan Goals**

This action is consistent with the District's Strategic Priorities:

- Prepare for the future and foreseeable emergencies.
- Leverage existing and applicable technologies to improve efficiencies.
- Provide exceptional value for the cost of sewer service.

#### **Related Board Policies and Resolutions**

Policy 3150 – Purchasing Policy

#### **Fiscal Impact**

The projects are included in the FY23/24 budget:

1. Wastewater Pump Station Design Standards / Details Update - \$29,300 (Fund 100);
2. Preliminary Design and Environmental Services for the Creek Crossing at Johnson Springview Park - \$79,922 (Fund 400);
3. Preliminary Engineering for the Sierra College Lift Station Abandonment - \$74,882 (Fund 300); and



4. Preliminary Engineering for the Cameo Court Lift Station Abandonment - \$72,074 (Fund 300 and Fund 400).

**Attachments**

- Resolution 23-34 Professional Services Agreements with WaterWorks Engineers
- Professional Services Agreement with WaterWorks for Pump Station Design Standards
- Professional Services Agreement with WaterWorks for Design and Environmental Services for the Creek Crossing at Johnson Springview Park
- Professional Services Agreement with WaterWorks for Preliminary Engineering for the Sierra College Lift Station Abandonment
- Professional Services Agreement with WaterWorks for Preliminary Engineering for the Cameo Court Lift Station Abandonment

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 23-34**

**AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENTS WITH WATERWORKS  
ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES**

WHEREAS, the South Placer Municipal Utility District (District) has identified the following projects to meet the District's objectives: the Wastewater Pump Station Design Standards Updates, preliminary design for the Creek Crossing at Johnson Springview Park, preliminary engineering for the Sierra College Trunk Line and Lift Station Abandonment, and preliminary engineering for the Cameo Court Trunk Line and Lift Station Abandonment; and

WHEREAS, WaterWorks Engineers was selected from the short list of qualified engineering consultants created in May of 2023; and

WHEREAS, the District allocated funding for the Wastewater Pump Station Design Standards Updates, preliminary design and environmental services for the Creek Crossing at Johnson Springview Park, preliminary engineering for the Sierra College Trunk Line and Lift Station Abandonment, and preliminary engineering for the Cameo Court Trunk Line and Lift Station Abandonment in the FY23/24 budget; and

WHEREAS, District Policy 3150 – Purchasing requires Board authorization for the General Manager to approve purchases over \$50,000.

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute Professional Services Agreements with WaterWorks Engineers for professional engineering services for the Wastewater Pump Station Design Standards Updates in an amount not to exceed \$29,300 (Fund 100), preliminary design and environmental services for the Creek Crossing at Johnson Springview Park in an amount not to exceed \$79,922 (Fund 400), preliminary engineering for the Sierra College Trunk Line and Lift Station Abandonment in an amount not to exceed \$74,882 (Fund 300), and preliminary engineering for the Cameo Court Trunk Line and Lift Station Abandonment in an amount not to exceed \$72,074 (Fund 300 and Fund 400).

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, California this 7<sup>th</sup> day of September 2023.

Signed: \_\_\_\_\_

James T. Williams, President of the Board of Directors

Attest: \_\_\_\_\_

Emilie Costan, Board Secretary



South Placer Municipal Utility District  
5807 Springview Drive Rocklin, CA 95677

**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT TERM:** One (1) year

**EXECUTED:**

Provide Professional Engineering Services to update Section 4 of the District’s Standard Specifications and Improvement Standards for Sanitary Sewers (Wastewater Pump Station).

DISTRICT: South Placer Municipal Utility District  
DISTRICT REPRESENTATIVE: Carie Huff  
(916) 786-8555; [chuff@spmud.ca.gov](mailto:chuff@spmud.ca.gov)

CONTRACTOR: WaterWorks Engineers.  
CONTRACTOR REPRESENTATIVE: Mike Fisher  
(916) 521-9200; [mikef@wwengineers.com](mailto:mikef@wwengineers.com)

**SERVICES:**

The undersigned agrees to complete updates to Section 4 Wastewater Pump Station of the District’s Standard Specifications and Improvement Standards for Sanitary Sewers per the Scope of Services attached as Exhibit “A.”

Hourly Rates and Billing Schedule shall be in accordance with the Fee Proposal attached as Exhibit “B.”

**Total Services shall not exceed \$29,300.00.**

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Name and address of contractor: WaterWorks Engineers 2260 Douglas Boulevard, Suite 105 Roseville, CA 95661 (916) 780-2888	Signature of person authorized to sign: _____ Print Name: _____ Title: _____ Date: _____
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**NOTICE OF AWARD (This section for District use only)**

You are directed to proceed with the work upon receipt of this award.

Print Name: <u>Herbert E. Niederberger</u> Signature: _____	Title: <u>General Manager</u> Date: _____
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## GENERAL PROVISIONS

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1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for one years with an option to extend for one additional year. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$29,300.00. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to [ap@spmud.ca.gov](mailto:ap@spmud.ca.gov) or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant upon ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout,

bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Consultant also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Consultant's obligations to the District under this Contract.

9. WARRANTY: Consultant warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Consultant shall perform in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California and in compliance with all requirements of this Contract. All products that Consultant delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession.

Consultant shall designate a Project Manager as its representative in all matters relating to the Agreement. The Project Manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Consultant covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Consultant shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Consultant's employees.
14. INDEMNITY: Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE REQUIREMENTS: Consultant agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

17. FACILITIES AND EQUIPMENT: Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the Consultant to perform services pursuant to this Agreement.

18. LICENSES AND PERMITS: Consultant represents and warrants that Consultant has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Consultant to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.

19. MISCELLANEOUS PROVISIONS:

- A. Consultant shall not engage in unlawful employment discrimination.
- B. Information received from the Consultant will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked "trade secret" when provided to the District, the District shall give notice of any request for disclosure. The Consultant shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The Consultant shall have sole responsibility for defense of the "trade secret" designation.
- C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Consultant shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

Exhibit A  
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subconsultants.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. The general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with a limit of no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (**Professional Services Contracts ONLY**)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Consultant’s insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy***

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall



provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### ***Waiver of Subrogation***

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$5,000 unless approved in writing by the District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subConsultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due the Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

### ***Verification of Coverage***

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declarations and**

**Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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## SCOPE OF SERVICES

Water Works Engineers, LLC (ENGINEER) shall provide engineering services for South Placer Utility District (SPMUD, DISTRICT, CLIENT) to update the DISTRICTS's Wastewater Pump Station design standards and bypass operations. The updates shall accommodate the following DISTRICT defined key objectives.

1. Develop lift/pump station design standards by defined tier categories, potentially based on equivalent dwelling units (EDUs) served, total dynamic head (TDH), horsepower (HP), etc.
2. Evaluate the potential benefits and detriments to including a "package lift station" tier, incorporate if deemed acceptable to DISTRICT staff
3. Review and update design standards to accommodate varying design requirements for equipment and materials specific to each tier
4. Review, refine and confirm by-pass design/operational requirements and add to standards.
5. Review select local, regional and statewide agency lift station design and construction standards and compare to DISTRICT standards to identify potential enhancements.
6. Develop standard site plans with minimum road access, turnabout, drainage, grading and spacing of major features (wet well, mechanical equipment, emergency storage / generator, odor control, bypass connections, EI&C/SCADA panel or building, potable water source, etc.), as well as sufficient space for future construction of replacement LS parallel to existing station (allowing construction without taking the old station out of service)
7. Incorporate DISTRICT's latest EI&C / SCADA standards (by others) into new tier categories

The following provides a brief task and sub task summary of our work approach.

### **Task 1: Kick-Off Meeting and Preliminary Research**

ENGINEER shall complete preliminary research of DISTRICT and other Agency standards and shall facilitate a meeting with select DISTRICT staff to confirm the objectives of the work, discuss known desired enhancements to lift/pump station standards, and identify local, regional and statewide agency lift station design and construction standards for comparison review. One key goal of this meeting will be to discuss types and number of lift station tier categories (EDUs, flow, HP, TDH, etc.). Another key goal will be to determine if the DISTRICT desires to develop standard mechanical and electrical drawings for each tier, or just standardized site plans that set minimum spacing and access requirements.

#### **Task 1 Deliverables**

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- Meeting (Presentation Materials, PDF)

### **Task 2: Development and Confirmation of Desired Enhancements**

ENGINEER's will complete a more comprehensive comparison of similar standards against DISTRICT standards with a focus on known desired enhancements identified during the kick-off meeting. ENGINEER will develop an outline/summary of the recommended lift station tiers and content and format changes to the DISTRICT's standards. We will review these recommendations with DISTRICT staff in a workshop to obtain input and consensus on the changes. Recommendations will include sizing tiers by agreed upon criteria (likely EDUs), as well as evaluation of varying equipment and material specifications by tier, discussion of "package lift station", by-pass notes and how to incorporate those by tier, new enhancements recommended based on review of other agency standards, standard site plan example, and format for incorporating EI&C / SCADA details from others.

#### **Task 2 Deliverables**

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- Workshop (Presentation Materials, PDF)

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### **Task 3: Lift / Pump Station Standards Update**

ENGINEER's will incorporate all mutually agreed upon enhancements into the updated District Wastewater Pump Station Standard Details. ENGINEER shall develop site plans specific to each pump station tier and incorporate EI&C/SCADA details (provided by others) into update standards. ENGINEER will provide this to DISTRICT in draft format for review and comment, incorporate those comments and submit a final version.

### **Task 5 Deliverables**

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- Draft Lift / Pump Station Standards (PDF format to District PM)
- Final Lift / Pump Station Standards (source file format – MS Word and AutoCAD - and PDF format to District PM)

### **Project Management**

Under each task and subtask, Water Works will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. Water Works will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. Water Works will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly progress reports to the DISTRICT. The following will be performed under this subtask:

- 1) Project Communication and Control
- 2) Technical Review and Quality Assurance/Quality Control

## PROJECT SCHEDULE

Based on this Scope of Services, Water Works Engineers estimates a Preliminary Design, Final Design and Construction Schedule as depicted below. Schedule can and will be updated as needed to meet District requested project implementation and execution schedule.

Estimated Preliminary Design, Final Design, Permitting and Construction Schedule	
Description	Estimated Time / Date
<b>Preliminary Design Schedule:</b>	
Notice to Proceed (signed Amendment)	September 6 <sup>th</sup> , 2023 (or earlier)
Kick-Off Meeting and Preliminary Research	September 2023
Comparison and Development Enhancement Rec's	October 2023
Enhancement and Format Rec's Workshop	Late October 2023
Draft Standards Update	Late November 2023
District Review Period	December 2023
<b>Final Lift/Pump Station Standards Update</b>	January 2024

## FEE PROPOSAL

Water Works Engineers proposes to complete the services described herein on a Time and Expense basis not to exceed \$29,300 without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates table below.

The total budget for each task will be as follows:

Subtask	Title	Budget*
1-2	Preliminary Analysis	\$13,856
5	Alignment Alternatives Assessment Report	\$15,444
	<b>Total Phase I</b>	<b>\$29,300</b>

\*A detailed fee basis work plan is provided on the following page for reference.

Classification	Title	Hourly Rate
AA1	Administrative	\$81
AA2	Senior Administrative	\$114
E0	Jr Engineer / Jr Field Engineer	\$114
E1	Staff Engineer	\$143
E1A	Staff Engineer II	\$160
E2	Associate Engineer	\$175
E2A	Associate Engineer II	\$185
E3	Project Engineer	\$197
E3A	Project Engineer II	\$211
E4	Senior Project Engineer	\$228
E4A	Senior Project Engineer II	\$246
E5	Principal Engineer	\$264
E5A	Principal Engineer II	\$284
I1	Field Inspector	\$153
I2	Senior Inspector	\$172
I3	Supervising Inspector	\$191
T1	Drafter/Jr. Technician	\$97
T2	Designer/Sr. Technician	\$130
T3	Senior Designer	\$158

**Notes:**

1. A markup of 10% will be applied to all project related Subconsultants, Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2023. A 3% increase in rates for services each year thereafter will be added.

**Water Works Engineers Fee Basis Spreadsheet**

Client South Placer Municipal Utility District  
 Project **Wastewater Pump Station Standard Details Update**  
 Prepared by M. Fisher  
 Date 8/2/2023



*Water Works Engineers*

**Classification Title**

E5 Principal Engineer  
 E4 Senior Project Engineer  
 E3 Project Engineer  
 E1 Staff Engineer  
 T3 Senior Designer  
 T1 Drafter/Jr. Technician  
 AA1 Administrative

**Hourly Rate**

Hours and Fee				
Year	Task 1-2		Task 3	
	2023		2023	
	KO Meeting & Preliminary Analysis		Standards Updates	
2023	hrs	fee	hrs	fee
	8	\$2,112	4	\$1,056
	8	\$1,824	8	\$1,824
	40	\$7,880	24	\$4,728
			24	\$3,432
	8	\$1,264	16	\$2,528
	8	\$776	16	\$1,552
			4	\$324
<b>Subtask Totals</b>	<b>72</b>	<b>\$13,856</b>	<b>96</b>	<b>\$15,444</b>

**Expenses**

WWE Expenses (including MU)

Project Total	
Hours	Fee
<b>168</b>	<b>\$29,300</b>



South Placer Municipal Utility District  
5807 Springview Drive Rocklin, CA 95677

**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT TERM:** Two (2) years

**EXECUTED:**

Provide Professional Engineering and Environmental Services to design the crossing over Antelope Creek at Johnson Springview Park (J07-058 to J07-059).

**DISTRICT:** South Placer Municipal Utility District

**DISTRICT REPRESENTATIVE:** Carie Huff

(916) 786-8555; [chuff@spmud.ca.gov](mailto:chuff@spmud.ca.gov)

**CONTRACTOR:** WaterWorks Engineers

**CONTRACTOR REPRESENTATIVE:** Mike Fisher

(916) 521-9200; [mikef@wwengineers.com](mailto:mikef@wwengineers.com)

**SERVICES:**

The undersigned agrees to perform preliminary engineering to review existing conditions and complete field reconnaissance to analyze the feasibility of the project and to provide CEQA and environmental permitting assistance per the Scope of Services attached as Exhibit "A."

- |   |          |
|---|----------|
| 1. Existing Conditions Data Review and Field Reconnaissance | \$10,026 |
| 2. Preliminary Design                                       | \$14,896 |
| 3. CEQA and Environmental Permitting                        | \$55,000 |

**Total Services shall not exceed \$79,922.00.**

Hourly Rates and Billing Schedule shall be in accordance with the Fee Proposal attached as Exhibit "B".

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Name and address of contractor: WaterWorks Engineers 2260 Douglas Boulevard, Suite 105 Roseville, CA 95661 (916) 780-2888	Signature of person authorized to sign: _____ Print Name: _____ Title: _____ Date: _____
---	--

**NOTICE OF AWARD (This section for District use only)**

You are directed to proceed with the work upon receipt of this award.

Print Name: <u>Herbert E. Niederberger</u> Signature: _____	Title: <u>General Manager</u> Date: _____
--	--



## GENERAL PROVISIONS

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1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for one years with an option to extend for one additional year. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$79,922.00. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to [ap@spmud.ca.gov](mailto:ap@spmud.ca.gov) or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant upon ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout,

bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Consultant also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Consultant's obligations to the District under this Contract.

9. WARRANTY: Consultant warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Consultant shall perform in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California and in compliance with all requirements of this Contract. All products that Consultant delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession.

Consultant shall designate a Project Manager as its representative in all matters relating to the Agreement. The Project Manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Consultant covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Consultant shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Consultant's employees.
14. INDEMNITY: Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE REQUIREMENTS: Consultant agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

17. FACILITIES AND EQUIPMENT: Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the Consultant to perform services pursuant to this Agreement.

18. LICENSES AND PERMITS: Consultant represents and warrants that Consultant has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Consultant to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.

19. MISCELLANEOUS PROVISIONS:

- A. Consultant shall not engage in unlawful employment discrimination.
- B. Information received from the Consultant will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked “trade secret” when provided to the District, the District shall give notice of any request for disclosure. The Consultant shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The Consultant shall have sole responsibility for defense of the “trade secret” designation.
- C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Consultant shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

Exhibit A  
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subconsultants.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. The general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with a limit of no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (**Professional Services Contracts ONLY**)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

*Additional Insured Status*

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

*Primary Coverage*

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Consultant’s insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

*Umbrella or Excess Policy*

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall

provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### ***Waiver of Subrogation***

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$5,000 unless approved in writing by the District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subConsultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due the Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

### ***Verification of Coverage***

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declarations and**

**Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## SCOPE OF SERVICES

Water Works Engineers, LLC (ENGINEER) shall provide engineering services for South Placer Utility District (SPMUD, DISTRICT, CLIENT) to develop, refine and present a preferred preliminary design to replace the Johnson Springview Park elevated sewer crossing (SMH J07-058 to SMH J07-059) of Antelope Creek. The preliminary design will also incorporate accommodations for major infrastructure (abutments, approach ramping, bridge superstructure, etc.) necessary to construct a pedestrian bridge crossing of the creek. The objective of this scope of work is to produce a preliminary design that can be used to confirm the feasibility and impact limits of the project that is acceptable to both the City of Rocklin and the DISTRICT, such that final design level of effort for environmental permitting, geotechnical investigation and survey (including tree surveys) can be developed and presented to the stakeholders for approval. It is understood that the intent of this initial scope is to confirm these criteria while also having the final design and permitting done and ready for bid in Spring of 2024. The creek crossing location is roughly delineated in the figure below.



The following provides a brief task and sub task summary of our work approach.

### **Task 1: Existing Conditions Data Review and Field Reconnaissance**

ENGINEER shall utilize readily available SPMUD GIS, aerial photography, lidar elevation data and Placer County Parcel Records confirm alignment. ENGINEER will complete site reconnaissance to identify potential constraints (trees, water bodies, streams, creeks, drainages, rock outcroppings, etc.) and ENGINEER’s mobile survey equipment to supplement ground elevation data and major constraints (rough estimate of creek ordinary high-water mark “OHWM”, trees, rock, existing walking paths, etc.) along potentially feasible alignment. ENGINEER’s geotechnical subconsultant (Bajada Geosciences) and environmental subconsultant (Helix Environmental) will participate in field reconnaissance to familiarize themselves with impact area and provide input into preliminary design so as to minimize impacts and confirm constructability and appropriate level of effort for final design field investigation and permitting efforts.

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## Task 2: Preliminary Design

ENGINEER will collect and review results of existing conditions data review and field reconnaissance combined that with previous study data to analyze the feasibility of the project, with particular emphasis on identifying “fatal flaws” in any alternatives. ENGINEER will identify a feasible construction corridor and develop preliminary design of all components. ENGINEER will produce the following preliminary to convey the recommended improvements.

- Site Plan using available aerial photography and LiDAR contours, as well as field collected survey points to illustrate proposed improvements, construction corridor, environmental impact limits, any unavoidable tree or riparian impacts (i.e., work required inside of the OHWM) and other constraints deemed appropriate based on field reconnaissance
- Plan and Profile of elevated gravity creek crossing, including carrier pipe, casing and manhole locations in relation to constraints and other improvements (bridge abutments, creek OHWM, approach ramps, etc.)
- Plan and Profile of pedestrian bridge concept design with similar inclusion to other improvements and constraints that are shown on gravity pipeline PnP.
- Preliminary Cost Estimate (50% contingency level).

Engineer will present these drawings to the DISTRICT in a preliminary design workshop. Mutually agreed upon revisions will be incorporated into a final version of the preliminary drawings.

Engineer will work with the DISTRICT to facilitate a meeting with the City of Rocklin to present these final drawings and confirm the preliminary pedestrian bridge design, and the associate location and proximity of the elevated sewer line crossing, is consistent with their requirements.

ENGINEER will develop and submit a final design scope of work for the agree upon preliminary design that includes all engineering services; environmental field surveys, permitting and CEQA processing; geotechnic; and base mapping/survey necessary to complete the design and permitting of the proposed project.

### Task 2 Deliverables

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- Draft Preliminary Design Drawings (PDF format to District PM)
- Preliminary Design Workshop for DISTRICT Staff (PowerPoint & Meeting Notes)
- Final Preliminary Design Drawings (PDF format to District PM)
- Preliminary Design Workshop for City of Rocklin Staff (PowerPoint & Meeting Notes)

## Task 3: CEQA and Environmental Permitting

ENGINEER and our environmental subconsultant HELIX Environmental Planning, Inc. (HELIX) will provide CEQA and environmental permitting assistance necessary to submit the project improvements for approval with the required agencies. We understand that the project is proposed by South Placer Municipal Utility District (District) and the City of Rocklin (City) and one of these agencies would be the identified Lead Agency under the California Environmental Quality Act (CEQA), and the proposed discretionary action would be defined as a project subject to CEQA. HELIX will prepare an Initial Study/Mitigated Negative Declaration (ISMND) per Sections 15070-15075 of the CEQA Guidelines in support of the proposed project.

Work under this task includes preparation of specific environmental technical documentation pursuant to CEQA, Assembly Bill 52 consultation support services, and meeting attendance in support of City consideration of the studies/documentation. Environmental topic areas not specifically called out for study in this scope of work will



be qualitatively addressed in the CEQA documentation. Optional tasks are identified should it be determined during CEQA documentation that environmental resources subject to regulatory jurisdiction may be impacted by the project during construction. The following lists the range of anticipated services necessary to complete CEQA and Environmental Permitting. Modifications and updates to these services may be required based on final design and coordination / consultation with permitting agencies and City/District/stakeholder input.

**Task 3-1: Cultural Resources Assessment/Assembly Bill 52 Consultation Support**

**Task 3-2: Biological Resources Inventory**

**Task 3-3: CEQA Compliance and Schematic Design**

**Task 3-4: Project Management/Meetings**

**Task 3-5: Preparation of Aquatic Resource Regulatory Permit Applications (OPTIONAL / IF-NEEDED)**

- **Delineation of Wetlands and Other Waters of the U.S. and State**
- **Clean Water Act (Section 404)**
- **Clean Water Act (Section 401)**
- **CDFW 1602 Streambed Alteration Agreement**

**Task 3 Meetings**

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- Kick-off
- Draft ISMND District/City comment review
- Planning Commission and District/City Council hearing (if needed) in support of the draft environmental document

**Task 3 Deliverables**

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- Various AB 52 consultation support documents (i.e., letter to tribal governments and tracking documentation) and draft/final TCR memo (electronic; .PDF)
- Draft/Final Biological Resources Inventory report (letter format) suitable for incorporation/attachment to the CEQA document (electronic; .PDF)
- Screen check Draft ISMND, Public Review Draft ISMND, Draft/Final MMRP, NOD, and supporting information for staff report (i.e., response to comments). (Format and quantity TBD)
- Draft/Final Jurisdictional Delineation Report (Format and quantity TBD)
- Draft/Final 404 Permit Application (Format and quantity TBD)
- Draft/Final 401 Permit Application (Format and quantity TBD)
- Draft/Final 1602 SAA Permit Application (Format and quantity TBD)

**Project Management**

Under each task and subtask, Water Works will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. Water Works will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. Water Works will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly progress reports to the DISTRICT. The following will be performed under this subtask:

- 1) Project Communication and Control
- 2) Technical Review and Quality Assurance/Quality Control

## PROJECT SCHEDULE

Based on this Scope of Services, Water Works Engineers estimates completion of the work as depicted in the schedule below. Schedule can and will be updated as needed to meet District requested project implementation and execution schedule.

Estimated Preliminary Design, Final Design, Permitting and Construction Schedule	
Description	Estimated Time / Date
<b>Preliminary Design Schedule:</b>	
Notice to Proceed (signed Amendment)	September 6 <sup>th</sup> , 2023 (or earlier)
Initial Site Reconnaissance and Spot Survey	September 2023
Preliminary Design Drawings and Workshop - DISTRICT	Late September 2023
Preliminary Design Drawings and Workshop - City	Frist Week of October 2023
Final Desing Scope of Work	Second Week of October 2023
Final SOW Approval - NTP	Late October 2023
Final SOW Field Studies (geotech/survey)	November 2023
Environmental Studies (ISMND) and Permitting	November 2023 – April/May 2024
60% Design	December 2023
90% Design	February 2024
100% / Final Bid Docs	April / May 2024 (dependent on required environmental field study timing based on biological species)
<b>Construction (pipe crossing and abutments)</b>	July-August 2024 (bridge timeline will be dependent on bridge procurement timeline)

## FEE PROPOSAL

Water Works Engineers proposes to complete the services described herein on a Time and Expense basis not to exceed \$79,922 without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates table below.

The total budget for each task will be as follows:

Subtask	Title	Budget*
1	Existing Conditions Data Review and Field Reconnaissance	\$10,026
2	Preliminary Design	\$14,896
3	CEQA and Environmental Permitting	\$55,000
<b>Total Phase I</b>		<b>\$79,922</b>

\*A detailed fee basis work plan is provided on the following page for reference.

Classification	Title	Hourly Rate
AA1	Administrative	\$81
AA2	Senior Administrative	\$114
E0	Jr Engineer / Jr Field Engineer	\$114
E1	Staff Engineer	\$143
E1A	Staff Engineer II	\$160
E2	Associate Engineer	\$175
E2A	Associate Engineer II	\$185
E3	Project Engineer	\$197
E3A	Project Engineer II	\$211
E4	Senior Project Engineer	\$228
E4A	Senior Project Engineer II	\$246
E5	Principal Engineer	\$264
E5A	Principal Engineer II	\$284
I1	Field Inspector	\$153
I2	Senior Inspector	\$172
I3	Supervising Inspector	\$191
T1	Drafter/Jr. Technician	\$97
T2	Designer/Sr. Technician	\$130
T3	Senior Designer	\$158

**Notes:**

1. A markup of 10% will be applied to all project related Subconsultants, Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2023. A 3% increase in rates for services each year thereafter will be added.

**Water Works Engineers Fee Basis Spreadsheet**

Client South Placer Municipal Utility District  
 Project **Elevated Gravity Sewer Replacement SMH J07-058 to SMH J07-059  
 Johnson Springview Park - Antelope Creek**  
 Prepared by M. Fisher  
 Date 8/28/2023



*Water Works Engineers*

<b>Classification</b>	<b>Title</b>	<b>Hourly Rate</b>						
E5	Principal Engineer - Mike Fisher	\$264	4	\$1,056	4	\$1,056	4	\$1,088
E5	Principal Engineer - Todd Kotey	\$264	4	\$1,056	8	\$2,112		
E3	Project Engineer	\$197	8	\$1,576	16	\$3,152	24	\$4,870
E2	Associate Engineer - Structural	\$175			16	\$2,800		
E1	Staff Engineer	\$143	16	\$2,288			24	\$3,535
T3	Senior Designer	\$158			12	\$1,896	8	\$1,302
T1	Drafter/Jr. Technician	\$97			40	\$3,880	20	\$1,998
AA1	Administrative	\$81						
<b>Expenses</b>								
	WWE Expenses (including MU)			\$750				\$407
<b>Subconsultants</b>								
	Geotechnical Desktop (Bajada)			\$1,500				
	Environmental Constraints (Helix)			\$1,500				\$38,000
Subconsultant Markup			10%	\$300		\$0		\$3,800
<b>Subtask Totals</b>			<b>32</b>	<b>\$10,026</b>	<b>96</b>	<b>\$14,896</b>	<b>80</b>	<b>\$55,000</b>

**Hours and Fee**

		Task 1	Task 2	Task 2	
Year		2023	2023	2024	
		Task 1 Data Review / Site Recon	Task 2 Preliminary Design	Task 2 Preliminary Design	
		hrs	fee	hrs	fee
2023		32	\$10,026	96	\$14,896
				80	\$55,000

Project Total	
<b>Hours</b>	<b>Fee</b>
<b>208</b>	<b>\$79,922</b>



South Placer Municipal Utility District
5807 Springview Drive Rocklin, CA 95677

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT TERM: Two (2) years

EXECUTED:

Provide Professional Engineering Services to analyze alignment alternatives for the Sierra College Trunk Line and Lift Station Abandonment.

DISTRICT: South Placer Municipal Utility District
DISTRICT REPRESENTATIVE: Carie Huff
(916) 786-8555; chuff@spmud.ca.gov

CONTRACTOR: WaterWorks Engineers.
CONTRACTOR REPRESENTATIVE: Mike Fisher
(916) 521-9200; mikef@wwengineers.com

SERVICES:

The undersigned agrees to identify, develop, refine, and evaluate gravity sewer alignment alternatives for the Sierra College Trunk Line in order to abandon the Sierra College Lift Station per the Scope of Services attached as Exhibit "A."

Hourly Rates and Billing Schedule shall be in accordance with the Fee Proposal attached as Exhibit "B."

Total Services shall not exceed \$74,882.00.

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Table with 2 columns: Contractor information (Name, address, phone) and Signature/Print Name/Title/Date fields.

NOTICE OF AWARD (This section for District use only)

checkbox You are directed to proceed with the work upon receipt of this award.

Table with 2 columns: District representative information (Print Name, Signature) and Title/Date fields.

## GENERAL PROVISIONS

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1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for one years with an option to extend for one additional year. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$74,882.00. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to [ap@spmud.ca.gov](mailto:ap@spmud.ca.gov) or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant upon ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout,

bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Consultant also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Consultant's obligations to the District under this Contract.

9. WARRANTY: Consultant warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Consultant shall perform in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California and in compliance with all requirements of this Contract. All products that Consultant delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession.

Consultant shall designate a Project Manager as its representative in all matters relating to the Agreement. The Project Manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Consultant covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Consultant shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Consultant's employees.
14. INDEMNITY: Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE REQUIREMENTS: Consultant agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

17. FACILITIES AND EQUIPMENT: Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the Consultant to perform services pursuant to this Agreement.

18. LICENSES AND PERMITS: Consultant represents and warrants that Consultant has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Consultant to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.

19. MISCELLANEOUS PROVISIONS:

- A. Consultant shall not engage in unlawful employment discrimination.
- B. Information received from the Consultant will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked “trade secret” when provided to the District, the District shall give notice of any request for disclosure. The Consultant shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The Consultant shall have sole responsibility for defense of the “trade secret” designation.
- C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Consultant shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.



Exhibit A  
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subconsultants.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. The general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with a limit of no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (**Professional Services Contracts ONLY**)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Consultant’s insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy***

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall

provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### ***Waiver of Subrogation***

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$5,000 unless approved in writing by the District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subConsultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due the Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

### ***Verification of Coverage***

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declarations and**

**Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

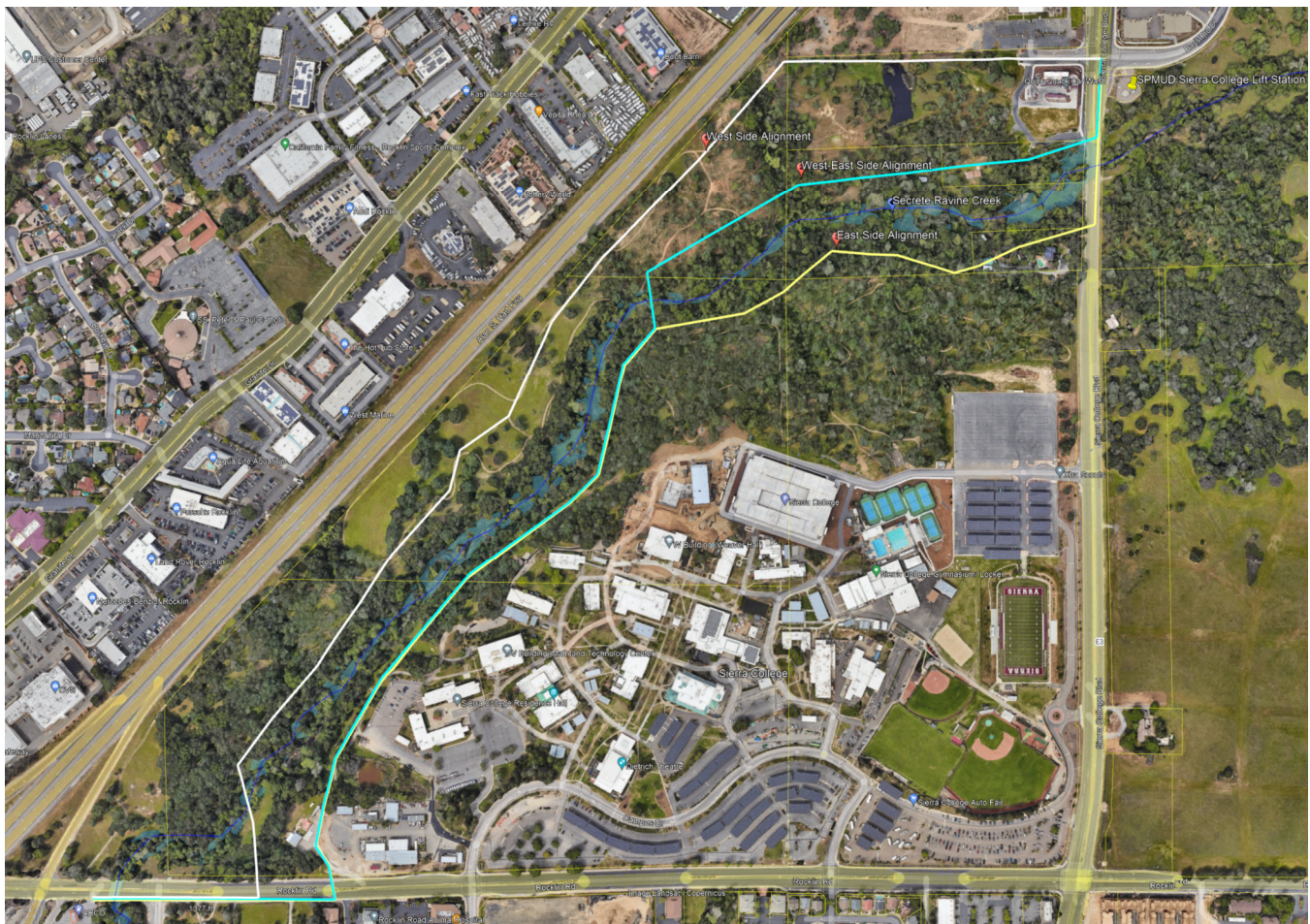
***Special Risks or Circumstances***

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## SCOPE OF SERVICES

Water Works Engineers, LLC (ENGINEER) shall provide engineering services for South Placer Utility District (SPMUD, DISTRICT, CLIENT) to identify, develop, refine and evaluate gravity pipe sewer alignment alternatives that replace the conveyance functionality of the DISTRICT’s Sierra College Lift Station (located on the southeast corner of Sierra College Blvd and Dominguez Rd in Rocklin, CA). It is anticipated that three alignment alternatives will be develop and analyzed. These are roughly illustrated in the figure below.

- 1 – West Side of Secret Ravine Creek and cross creek near Rocklin Rd
- 2 – West Side to East Side mid alignment Secret Ravine Creek crossing
- 3 – East Side of Secret Ravine Creek and cross creek on/along Sierra College Blvd



The following provides a brief task and sub task summary of our work approach.

### **Task 1: Preliminary Base Mapping, Right of Way and Easement**

ENGINEER shall utilize readily available SPMUD GIS, aerial photography, lidar elevation data and Placer County Parcel Records identify potential alignments. ENGINEER will complete site reconnaissance to identify potential constraints (water bodies, streams, creeks, drainages, rock outcroppings, etc.) and ENGINEER’s mobile survey equipment to supplement ground elevation data along potentially feasible alignment. ENGINEER will meet with SPUMD staff to present results and select three (3) alternative alignments for evaluation.

#### **Task 1 Deliverables**

- Preliminary Alignment Alternatives Review and Selection Meeting (Presentation Materials, PDF)

## Task 2: Preliminary Environmental Constraints Assessment

ENGINEER's subconsultant (Helix Environmental) Helix will coordinate with the ENGINEER on the preliminary project design and obtain initial details on the alignments being considered and extent of construction activities, including staging, access, and disturbance footprint, to establish a study area for the environmental constraints assessment. Helix biologists will conduct research on known special-status species occurrences, wetlands and other water features, tree protection ordinance requirements, and sensitive habitats. Helix archaeologists will obtain information on previously recorded cultural resource sites in the vicinity of the study area, conduct research at historic venues and other locations, and conduct a field visit to determine the sensitivity of the study area from a cultural resource perspective. Helix analysts will conduct research on other resource topics typically considered in CEQA documents, such as land use, traffic, air quality, water quality, soils, and hazardous materials, to assess potential concerns with these topics.

- ✓ Review documentation and maps of the study area, such as the City of Rocklin; aerial photographs; topographic maps; and previous CEQA documentation;
- ✓ Conduct a field visit to identify biological, archaeological, and/or other identifiable constraints;
- ✓ Map depicting the locations of potential constraints will be prepared;
- ✓ Research on other resource topics typically considered in CEQA documents;
- ✓ Compile a Technical Memorandum summarizing all possible environmental constraints for the project.

### Task 2 Deliverables

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- Environmental Constraints Technical Memorandum (PDF format to District PM)

## Task 3: Geotechnical Desktop Study

ENGINEER's subconsultant (Bajada Geotechnical) Bajada will provide geotechnical engineering services for the preliminary design of the project. complete a Geotechnical Desktop Study.

- ✓ Compile regional and local geological maps showing the distribution of geologic materials and soils;
- ✓ Obtain geoenvironmental data through a search of Environmental Data Resources database;
- ✓ Indicate where hazardous material and containment constraints may be encountered in soil and/or GW;
- ✓ Conduct a field visit to identify the geologic units through the project area.

Above collected data will be reviewed and analyzed to evaluate the feasibility of the preliminary design of various alignments for the project. The following are the geological constraints will be evaluated:

- ✓ Presence of geologic hazards such as liquefaction, lateral spreading, faulting, and regional subsidence;
- ✓ Depth to groundwater;
- ✓ Depth and thicknesses of the compressible soils;
- ✓ Consistency and thicknesses of artificial fill;
- ✓ General variations in consistency of soils along pipeline alignment alternatives;
- ✓ Concentrations and sizes of oversize clasts such as cobbles and boulders;
- ✓ Estimated depths to underlying bedrock;
- ✓ Preliminary geotechnical design recommendations and any identified potential realignments;
- ✓ Geotechnical constructability issues; and
- ✓ Potential geoenvironmental (hazardous materials and contaminants) issues that could be encountered.

### Task 3 Deliverables

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- Geotechnical Desktop Study (PDF format to District PM)

#### Task 4: Utility Coordination “A” Letters

ENGINEER will follow the ABC Process as agreed upon by the APWA Joint Utilities Coordination Committee to collect Quality Level C information as defined by ASCE Standard 38-02 for the Collection and Depiction of Existing Subsurface Utility Data. This initial task will include sending “A” Letters to all utility providers that may be present in the project corridor. Water Works is aware that the District also conducts utility coordination through a local Agency cooperative program. ENGINEER will work with the District to provide information needed to assist with that process and ensure duplicate work is not conducted and procedures used by the District as part of that program are met.

- ✓ Coordinate with utility provides on existing conditions and future master plan build out facilities;
- ✓ Send “A” Letters to all utility providers that may be present in the project corridor; and
- ✓ Maintain a Utility Contact Log spreadsheet with listing path of communication.

#### Task 4 Deliverables

- None (Incorporate in the Alignment Alternatives Study)

#### Task 5: Preliminary Design Report

ENGINEER will collect and review results of Preliminary Base Mapping, Right of Way, Easement, Environmental; Geotechnical; and Utility Coordination combined that with previous study data to analyze the feasibility of the project, with particular emphasis on identifying “fatal flaws” in the proposed alternatives. ENGINEER will conduct an additional site reconnaissance to review potential conflicts with proposed improvements and potential preferred route. ENGINEER anticipates SPMUD staff being present during the site reconnaissance to identify the key features and discuss key areas of concern; possible constraints; and likely construction techniques (traditional and trenchless).

- ✓ Conduct a site reconnaissance with District Staff, Water Works team and its sub-consultants;
- ✓ Observe key locations within the project boundary and routes; including lids, inverts and water depth of pertinent manholes and drainage structures; street surface condition, curbs and sidewalks; pipeline alignment centerlines (existing and proposed); readily identifiable utilities and service connections;
- ✓ Facilitate an Alignment Alternatives Review Workshop discussion involving District staff to review the preliminary design criteria and confirm accuracy. This workshop will contain the following:
  - Project Location (Map of project location and key areas of concern);
  - Construction Constraints (geotechnical, environmental, existing utilities, right-of-way, easement, encroachment, confirmation of key stakeholders);
  - Project Hydraulics (System design flows, peaking factors, dry weather versus wet weather, cleaning velocities, hydraulic profile, maximizing capacity versus minimizing depth, etc.);
  - Pipeline Planning (Connections/transition between existing and new pipe segments, alignment, pipe materials, trenchless versus traditional construction for deep segment);
  - Construction standards and project delivery (review District standards and possible modifications required, etc.);
  - Schedule confirmation (confirm critical path items, Environmental processing, encroachment permit processing, Right-of-Way procurement, etc.);
  - Confirm the intent of Stakeholders (City of Rocklin, Sierra College) design requirements, discuss key areas of concerns, and requirements of walkway along the creek;
  - Set a define direction for preparing a Alignment Alternatives Assessment Report.

Engineer will review and compile results of Alignment Alternatives Assessment Workshop and complete necessary additional engineering office analysis to produce an Alignment Alternatives Assessment Report;

- ✓ Prepare an Alignment Alternatives Assessment Report summarizing the research, analysis and preferred alignment and construction methodology for the replacement sewer. The Report will serve as the basis for future design direction. The Report will include the following key functions:
  - Identify engineering issues and constraints and recommended resolutions;
  - Describe in depth Project Constraints (environment, geotechnical, existing utilities, right-of-way, easement, encroachment, concerns of key stakeholders);
  - Analyze Pipe Hydraulics, Pipe Materials, Method of Construction for all alignments;
  - Preliminary Plan view of all alignments and & Profile of preferred pipeline alignment(s) using readily available base mapping, supplemented with ENGINEER's ground survey data;
  - Provide construction costs and constraint costs for each alignment;
  - Recommend preferred alternative and provide guidance for effective and efficient execution of future design;
  - Provide a detailed project description for use with permit application and CEQA process;
  - Recommended additional services (Geotechnical / rock characterization, Survey, Potholing, Right-of-Way/Encroachment permitting, easement procurement, environmental / CEQA requirements, etc.);
  - Schedule confirmation (confirm critical path items, construction budget, Environmental processing, encroachment permit processing, Right-of-Way procurement);
  - Preliminary Cost Estimate (50% contingency level).

#### **Task 5 Deliverables**

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- Alignment Alternatives Assessment Workshop (PowerPoint & Meeting Notes)
- Draft Alignment Alternatives Assessment Report (PDF format to District PM)
- Final Alignment Alternatives Assessment Report (Five hardcopies and PDF format to District PM)

#### **Project Management**

Under each task and subtask, Water Works will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. Water Works will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. Water Works will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly progress reports to the DISTRICT. The following will be performed under this subtask:

- 1) Project Communication and Control
- 2) Technical Review and Quality Assurance/Quality Control

## PROJECT SCHEDULE

Based on this Scope of Services, Water Works Engineers estimates completion of the work as depicted in the schedule below. Schedule can and will be updated as needed to meet District requested project implementation and execution schedule.

Estimated Preliminary Design, Final Design, Permitting and Construction Schedule	
Description	Estimated Time / Date
<b>Preliminary Design Schedule:</b>	
Notice to Proceed (signed Amendment)	September 6 <sup>th</sup> , 2023 (or earlier)
Initial Site Reconnaissance and Spot Survey	September 2023
Preliminary Alignment Alternative Meeting	Late September 2023
Utility "A" Letters	September - October 2023
Survey & Geotechnical Studies	September - October 2023
Environmental Studies	September - October 2023
Alignment Alternatives Assessment Workshop	Early November 2023
Draft Alignment Alternatives Assessment Report	Mid-December 2023
District Review Period	December 2023 – January 2024
<b>Final Alignment Alternatives Assessment Report</b>	February 2024



## FEE PROPOSAL

Water Works Engineers proposes to complete the services described herein on a Time and Expense basis not to exceed \$74,882 without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates table below.

The total budget for each task will be as follows:

Subtask	Title	Budget*
1-4	Preliminary Analysis	\$37,572
5	Alignment Alternatives Assessment Report	\$37,310
	<b>Total Phase I</b>	<b>\$74,882</b>

\*A detailed fee basis work plan is provided on the following page for reference.

Classification	Title	Hourly Rate
AA1	Administrative	\$81
AA2	Senior Administrative	\$114
E0	Jr Engineer / Jr Field Engineer	\$114
E1	Staff Engineer	\$143
E1A	Staff Engineer II	\$160
E2	Associate Engineer	\$175
E2A	Associate Engineer II	\$185
E3	Project Engineer	\$197
E3A	Project Engineer II	\$211
E4	Senior Project Engineer	\$228
E4A	Senior Project Engineer II	\$246
E5	Principal Engineer	\$264
E5A	Principal Engineer II	\$284
I1	Field Inspector	\$153
I2	Senior Inspector	\$172
I3	Supervising Inspector	\$191
T1	Drafter/Jr. Technician	\$97
T2	Designer/Sr. Technician	\$130
T3	Senior Designer	\$158

**Notes:**

1. A markup of 10% will be applied to all project related Subconsultants, Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2023. A 3% increase in rates for services each year thereafter will be added.

**Water Works Engineers Fee Basis Spreadsheet**

Client South Placer Municipal Utility District  
 Project **Gravity Sewer Replacement of Sierra College Lift Station Alignment Alternatives Assessment Report**  
 Prepared by M. Fisher  
 Date 8/2/2023



**WATERWORKS**  
 E N G I N E E R S

**Hours and Fee**

Year	Task 1		Task 2	
	2023		2023	
2023	Task 1-4 Preliminary Analysis		Task 5 Alternatives Assessment	
	hrs	fee	hrs	fee
	8	\$2,112	24	\$6,336
			8	\$1,824
	24	\$4,728	54	\$10,638
	24	\$3,432	60	\$8,580
			8	\$1,264
			52	\$5,044
			4	\$324
		\$2,000		
		\$10,500		\$1,500
		\$12,500		\$1,500
		\$2,300		\$300
<b>Subtask Totals</b>	<b>56</b>	<b>\$37,572</b>	<b>210</b>	<b>\$37,310</b>

*Water Works Engineers*

Classification	Title	Hourly Rate
E5	Principal Engineer	\$264
E4	Senior Project Engineer	\$228
E3	Project Engineer	\$197
E1	Staff Engineer	\$143
T3	Senior Designer	\$158
T1	Drafter/Jr. Technician	\$97
AA1	Administrative	\$81

**Expenses**

WWE Expenses (including MU)

**Subconsultants**

Geotechnical Desktop (Bajada)  
 Environmental Constraints (Helix)

Subconsultant Markup

Project Total	
Hours	Fee
<b>266</b>	<b>\$74,882</b>



South Placer Municipal Utility District
5807 Springview Drive Rocklin, CA 95677

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT TERM: Two (2) years

EXECUTED:

Provide Professional Engineering Services to analyze feasibility and alignment alternatives for the Cameo Court Trunk Line and Lift Station Abandonment.

DISTRICT: South Placer Municipal Utility District
DISTRICT REPRESENTATIVE: Carie Huff
(916) 786-8555; chuff@spmud.ca.gov

CONTRACTOR: WaterWorks Engineers.
CONTRACTOR REPRESENTATIVE: Mike Fisher
(916) 521-9200; mikef@wwengineers.com

SERVICES:

The undersigned agrees to identify, develop, refine, and evaluate gravity sewer alignment alternatives for the Cameo Court Trunk Line in order to abandon the Cameo Court Lift Station per the Scope of Services attached as Exhibit "A."

Hourly Rates and Billing Schedule shall be in accordance with the Fee Proposal attached as Exhibit "B."

Total Services shall not exceed \$72,074.00.

This includes all applicable taxes and fees. Proof of insurance, as described in the General Provisions, has been provided to the District.

Table with 2 columns: Contractor information (Name and address) and Signature/Print Name/Title/Date fields.

NOTICE OF AWARD (This section for District use only)

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1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for one year with an option to extend for one additional year. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$72,074.00. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to [ap@spmud.ca.gov](mailto:ap@spmud.ca.gov) or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant upon ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout,

bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Consultant also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Consultant's obligations to the District under this Contract.

9. WARRANTY: Consultant warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Consultant shall perform in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California and in compliance with all requirements of this Contract. All products that Consultant delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession.

Consultant shall designate a Project Manager as its representative in all matters relating to the Agreement. The Project Manager shall remain in such capacity unless and until he is removed at the request of the District or replaced with the written permission of the District.

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Consultant covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Consultant shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Consultant's employees.
14. INDEMNITY: Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of or in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE REQUIREMENTS: Consultant agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

17. FACILITIES AND EQUIPMENT: Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the Consultant to perform services pursuant to this Agreement.

18. LICENSES AND PERMITS: Consultant represents and warrants that Consultant has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Consultant to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.

19. MISCELLANEOUS PROVISIONS:

- A. Consultant shall not engage in unlawful employment discrimination.
- B. Information received from the Consultant will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked "trade secret" when provided to the District, the District shall give notice of any request for disclosure. The Consultant shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The Consultant shall have sole responsibility for defense of the "trade secret" designation.
- C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Consultant shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

Exhibit A  
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subconsultants.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. The general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with a limit of no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. (**Professional Services Contracts ONLY**)

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

***Additional Insured Status***

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

***Primary Coverage***

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be in excess of the Consultant’s insurance and shall not contribute to it. This requirement shall also apply to any Excess or Umbrella liability policies.

***Umbrella or Excess Policy***

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall

provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### ***Waiver of Subrogation***

Consultant hereby grants to the District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$5,000 unless approved in writing by the District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subConsultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due the Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of work.

### ***Verification of Coverage***

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declarations and**



**Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Special Risks or Circumstances***

The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## SCOPE OF SERVICES

Water Works Engineers, LLC (ENGINEER) shall provide engineering services for South Placer Utility District (SPMUD, DISTRICT, CLIENT) to identify, develop, refine and evaluate gravity pipe sewer alignment alternatives that replace the conveyance functionality of the DISTRICT’s Cameo Ct Lift Station (located at the end of an SPMUD service road at then end of Cameo Ct in Rocklin, CA). It is anticipated that three alignment alternatives will be develop and analyzed. The length, depths and construction methodologies for any of these alternatives will be dependent on analysis of impacts to City of Roseville collection system capacity. These are roughly illustrated in the figure below.

- 1 – Parallel Alignment (including potential trenchless crossing of Stafford Ranch Road)
- 2 – Replace in Place (trenchless or open-cut to increase size)
- 3 – Utilize existing collection system (with no upsze)



The following provides a brief task and sub task summary of our work approach.

### Task 1: Preliminary Base Mapping, Right of Way and Easement

ENGINEER shall utilize readily available SPMUD GIS, aerial photography, lidar elevation data and Placer County Parcel Records identify potential alignments. ENGINEER will complete site reconnaissance to identify potential constraints (water bodies, streams, creeks, drainages, rock outcroppings, road embankments, riprap ground cover, sound walls, trees, etc.) and ENGINEER’s mobile survey equipment to supplement ground elevation data along potentially feasible alignment. ENGINEER will meet with SPUMD staff to present results and select three (3) alternative alignments for evaluation. ENGINEER proposes to invite City of Roseville Environmental Utilities representatives to this meeting (and/or coordinate with them) to discuss and confirm opportunities to utilize the City’s existing collection system hydraulic model to evaluate the capacity impacts of the proposed alternatives. ENGINEER recommends this capacity analysis be conducted at this initial stage to confirm no “fatal flaws” exist from stakeholders (City of Roseville) perspective related to capacity and connection point(s).

#### Task 1 Deliverables

- Preliminary Alignment Alternatives Review and Selection Meeting (Presentation Materials, PDF)

## Task 2: Preliminary Environmental Constraints Assessment

ENGINEER's subconsultant (Helix Environmental) Helix will coordinate with the ENGINEER on the preliminary project design and obtain initial details on the alignments being considered and extent of construction activities, including staging, access, and disturbance footprint, to establish a study area for the environmental constraints assessment. Helix biologists will conduct research on known special-status species occurrences, wetlands and other water features, tree protection ordinance requirements, and sensitive habitats. Helix archaeologists will obtain information on previously recorded cultural resource sites in the vicinity of the study area, conduct research at historic venues and other locations, and conduct a field visit to determine the sensitivity of the study area from a cultural resource perspective. Helix analysts will conduct research on other resource topics typically considered in CEQA documents, such as land use, traffic, air quality, water quality, soils, and hazardous materials, to assess potential concerns with these topics.

- ✓ Review documentation and maps of the study area, such as the City of Rocklin; aerial photographs; topographic maps; and previous CEQA documentation;
- ✓ Conduct a field visit to identify biological, archaeological, and/or other identifiable constraints;
- ✓ Map depicting the locations of potential constraints will be prepared;
- ✓ Research on other resource topics typically considered in CEQA documents;
- ✓ Compile a Technical Memorandum summarizing all possible environmental constraints for the project.

### Task 2 Deliverables

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- Environmental Constraints Technical Memorandum (PDF format to District PM)

## Task 3: Geotechnical Desktop Study

ENGINEER's subconsultant (Bajada Geotechnical) Bajada will provide geotechnical engineering services for the preliminary design of the project. complete a Geotechnical Desktop Study.

- ✓ Compile regional and local geological maps showing the distribution of geologic materials and soils;
- ✓ Obtain geoenvironmental data through a search of Environmental Data Resources database;
- ✓ Indicate where hazardous material and containment constraints may be encountered in soil and/or GW;
- ✓ Conduct a field visit to identify the geologic units through the project area.

Above collected data will be reviewed and analyzed to evaluate the feasibility of the preliminary design of various alignments for the project. The following are the geological constraints will be evaluated:

- ✓ Presence of geologic hazards such as liquefaction, lateral spreading, faulting, and regional subsidence;
- ✓ Depth to groundwater;
- ✓ Depth and thicknesses of the compressible soils;
- ✓ Consistency and thicknesses of artificial fill;
- ✓ General variations in consistency of soils along pipeline alignment alternatives;
- ✓ Concentrations and sizes of oversize clasts such as cobbles and boulders;
- ✓ Estimated depths to underlying bedrock;
- ✓ Preliminary geotechnical design recommendations and any identified potential realignments;
- ✓ Geotechnical constructability issues; and
- ✓ Potential geoenvironmental (hazardous materials and contaminants) issues that could be encountered.

### Task 3 Deliverables

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- Geotechnical Desktop Study (PDF format to District PM)

#### **Task 4: Utility Coordination “A” Letters**

ENGINEER will follow the ABC Process as agreed upon by the APWA Joint Utilities Coordination Committee to collect Quality Level C information as defined by ASCE Standard 38-02 for the Collection and Depiction of Existing Subsurface Utility Data. This initial task will include sending “A” Letters to all utility providers that may be present in the project corridor. Water Works is aware that the District also conducts utility coordination through a local Agency cooperative program. ENGINEER will work with the District to provide information needed to assist with that process and ensure duplicate work is not conducted and procedures used by the District as part of that program are met.

- ✓ Coordinate with utility provides on existing conditions and future master plan build out facilities;
- ✓ Send “A” Letters to all utility providers that may be present in the project corridor; and
- ✓ Maintain a Utility Contact Log spreadsheet with listing path of communication.

#### **Task 4 Deliverables**

- None (Incorporate in the Alignment Alternatives Study)

#### **Task 5: Preliminary Design Report**

ENGINEER will collect and review results of Preliminary Base Mapping, Right of Way, Easement, Environmental; Geotechnical; and Utility Coordination combined that with previous study data to analyze the feasibility of the project, with particular emphasis on identifying “fatal flaws” in the proposed alternatives. ENGINEER will conduct an additional site reconnaissance to review potential conflicts with proposed improvements and potential preferred route. ENGINEER will complete capacity analysis of proposed alternatives to quantify length and size impacts to existing City of Roseville system to accommodate LS flows. ENGINEER anticipates SPMUD staff being present during the site reconnaissance to identify the key features and discuss key areas of concern; possible constraints; and likely construction techniques (traditional and trenchless).

- ✓ Conduct a site reconnaissance with District Staff, Water Works team and its sub-consultants;
- ✓ Observe key locations within the project boundary and routes; including lids, inverts and water depth of pertinent manholes and drainage structures; street surface condition, curbs and sidewalks; pipeline alignment centerlines (existing and proposed); readily identifiable utilities and service connections;
- ✓ Facilitate an Alignment Alternatives Review Workshop discussion involving District staff to review the preliminary design criteria and confirm accuracy. This workshop will contain the following:
  - Project Location (Map of project location and key areas of concern);
  - Construction Constraints (geotechnical, environmental, existing utilities, right-of-way, easement, encroachment, confirmation of key stakeholders);
  - Project Hydraulics (System design flows, peaking factors, dry weather versus wet weather, cleaning velocities, hydraulic profile, maximizing capacity versus minimizing depth, etc.);
  - Pipeline Planning (Connections/transition between existing and new pipe segments, alignment, pipe materials, trenchless versus traditional construction for deep segment);
  - Construction standards and project delivery (review District standards and possible modifications required, etc.);
  - Schedule confirmation (confirm critical path items, Environmental processing, encroachment permit processing, Right-of-Way procurement, etc.);
  - Confirm the intent of Stakeholders (City of Rocklin, Sierra College) design requirements, discuss key areas of concerns, and requirements of walkway along the creek;
  - Set a define direction for preparing a Alignment Alternatives Assessment Report.

Engineer will review and compile results of Alignment Alternatives Assessment Workshop and complete necessary additional engineering office analysis to produce an Alignment Alternatives Assessment Report;

- ✓ Prepare an Alignment Alternatives Assessment Report summarizing the research, analysis and preferred alignment and construction methodology for the replacement sewer. The Report will serve as the basis for future design direction. The Report will include the following key functions:
  - Identify engineering issues and constraints and recommended resolutions;
  - Describe in depth Project Constraints (environment, geotechnical, existing utilities, right-of-way, easement, encroachment, concerns of key stakeholders);
  - Analyze Pipe Hydraulics, Pipe Materials, Method of Construction for all alignments;
  - Preliminary Plan view of all alignments and & Profile of preferred pipeline alignment(s) using readily available base mapping, supplemented with ENGINEER's ground survey data;
  - Provide construction costs and constraint costs for each alignment;
  - Recommend preferred alternative and provide guidance for effective and efficient execution of future design;
  - Provide a detailed project description for use with permit application and CEQA process;
  - Recommended additional services (Geotechnical / rock characterization, Survey, Potholing, Right-of-Way/Encroachment permitting, easement procurement, environmental / CEQA requirements, etc.);
  - Schedule confirmation (confirm critical path items, construction budget, Environmental processing, encroachment permit processing, Right-of-Way procurement);
  - Preliminary Cost Estimate (50% contingency level).

#### **Task 5 Deliverables**

- Alignment Alternatives Assessment Workshop (PowerPoint & Meeting Notes)
- Draft Alignment Alternatives Assessment Report (PDF format to District PM)
- Final Alignment Alternatives Assessment Report (Five hardcopies and PDF format to District PM)

#### **Project Management**

Under each task and subtask, Water Works will monitor and track the project budget and schedule to ensure that all deadlines are met and that the project budget is not exceeded. Water Works will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. Water Works will also monitor progress and coordinate the activities being performed by all sub-consultants associated with the project and submit monthly progress reports to the DISTRICT. The following will be performed under this subtask:

- 1) Project Communication and Control
- 2) Technical Review and Quality Assurance/Quality Control

## PROJECT SCHEDULE

Based on this Scope of Services, Water Works Engineers estimates completion of the work as depicted in the schedule below. Schedule can and will be updated as needed to meet District requested project implementation and execution schedule.

Estimated Preliminary Design, Final Design, Permitting and Construction Schedule	
Description	Estimated Time / Date
<b>Preliminary Design Schedule:</b>	
Notice to Proceed (signed Amendment)	September 6 <sup>th</sup> , 2023 (or earlier)
Initial Site Reconnaissance, Spot Survey, Capacity “fatal flaws” discussion with stakeholders (City of Roseville)	September 2023
Preliminary Alignment Alternative Meeting	Late September 2023
Utility “A” Letters	September - October 2023
Survey & Geotechnical Studies	September - October 2023
Environmental Studies	September - October 2023
Alignment Alternatives Assessment Workshop	Early November 2023
Draft Alignment Alternatives Assessment Report	Mid-December 2023
District Review Period	December 2023 – January 2024
<b>Final Alignment Alternatives Assessment Report</b>	February 2024

## FEE PROPOSAL

Water Works Engineers proposes to complete the services described herein on a Time and Expense basis not to exceed \$72,074 without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates table below.

The total budget for each task will be as follows:

Subtask	Title	Budget*
1-4	Preliminary Analysis	\$35,812
5	Alignment Alternatives Assessment Report	\$36,262
	<b>Total Phase I</b>	<b>\$72,074</b>

\*A detailed fee basis work plan is provided on the following page for reference.

Classification	Title	Hourly Rate
AA1	Administrative	\$81
AA2	Senior Administrative	\$114
E0	Jr Engineer / Jr Field Engineer	\$114
E1	Staff Engineer	\$143
E1A	Staff Engineer II	\$160
E2	Associate Engineer	\$175
E2A	Associate Engineer II	\$185
E3	Project Engineer	\$197
E3A	Project Engineer II	\$211
E4	Senior Project Engineer	\$228
E4A	Senior Project Engineer II	\$246
E5	Principal Engineer	\$264
E5A	Principal Engineer II	\$284
I1	Field Inspector	\$153
I2	Senior Inspector	\$172
I3	Supervising Inspector	\$191
T1	Drafter/Jr. Technician	\$97
T2	Designer/Sr. Technician	\$130
T3	Senior Designer	\$158

**Notes:**

1. A markup of 10% will be applied to all project related Subconsultants, Direct Costs and Expenses.
2. An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services.
3. Rate effective through December 31, 2023. A 3% increase in rates for services each year thereafter will be added.

**Water Works Engineers Fee Basis Spreadsheet**

Client South Placer Municipal Utility District  
 Project **Gravity Sewer Replacement of Cameo Ct Lift Station Alignment Alternatives Assessment Report**  
 Prepared by M. Fisher  
 Date 8/21/2023



**WATERWORKS**  
 E N G I N E E R S

Hours and Fee

Year	Task 1		Task 2	
	2023		2023	
2023	Task 1-4 Preliminary Analysis		Task 5 Alternatives Assessment	
	hrs	fee	hrs	fee
	16	\$4,224	24	\$6,336
			8	\$1,824
	24	\$4,728	52	\$10,244
	20	\$2,860	50	\$7,150
			8	\$1,264
			60	\$5,820
			4	\$324
		\$2,000		
		\$9,500		\$1,500
		\$10,500		\$1,500
		\$2,000		\$300
<b>Subtask Totals</b>	<b>60</b>	<b>\$35,812</b>	<b>206</b>	<b>\$36,262</b>

*Water Works Engineers*

Classification	Title	Hourly Rate
E5	Principal Engineer	\$264
E4	Senior Project Engineer	\$228
E3	Project Engineer	\$197
E1	Staff Engineer	\$143
T3	Senior Designer	\$158
T1	Drafter/Jr. Technician	\$97
AA1	Administrative	\$81

**Expenses**

WWE Expenses (including MU)

**Subconsultants**

Geotechnical Desktop (Bajada)  
 Environmental Constraints (Helix)

Subconsultant Markup

Project Total	
Hours	Fee
<b>266</b>	<b>\$72,074</b>



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Eric Nielsen, Superintendent

**Cc:** Herb Niederberger, General Manager

**Subject:** Authorization to Execute Change Order #1 to the Contract for the Irish Lane Pond Liner Emergency Replacement Project

**Meeting Date:** September 7, 2023

**Overview**

Authorization was given on August 3<sup>rd</sup>, 2023, through Resolution 23-30 for an emergency construction contract in the amount of \$150,000.00 plus a 10% contingency of \$15,000 to address the failed pond liners at the Irish Lane Lift Station.

As construction work began, the District discovered that the French drain system that was installed during the original construction of the pond had failed. Groundwater that collects under the pond has no way to drain. This explains the observations made during the draining of the pond and the conditions that likely contributed to the liner failure. This condition was unforeseen.

The French drain needs to be replaced and extended to ensure that the new pond liner system will function properly, and the work needs to be completed promptly before the pond is needed operationally during the rainy season. The contractor provided an estimate to perform this work on the French drain system. The estimate provided exceeds the anticipated contingency originally authorized through Resolution 23-30 (i.e., 10% or 15,000). District staff seeks Board approval to execute a change order to the construction contract for the contractor to perform this work.

The table below shows the change orders to date:

Item	Cost
Change Order #1 – Repair and extend the existing failed French drain system.	\$ 25,900
<b>Total</b>	<b>\$ 25,900</b>

**Recommendation**

Staff recommends that the Board of Directors:

- Adopt Resolution 23-35 to authorize the General Manager to execute Change Order #1 to the Irish Lane Pond Liner Emergency Replacement Project construction contract.

**Strategic Plan Goal**

This action is consistent with SPMUD Strategic Plan Priorities:

- Maintain an excellent regulatory compliance record
  - Reduce Sanitary Sewer Overflows (SSOs)

**Related District Ordinances, Policies, or Resolutions**

Resolution 23-30: Emergency Designation and Emergency Authorization for the Irish Lane Pond Liner Emergency Replacement Project

Policy 3150: Purchasing Policy

**Fiscal Impact**

All costs associated with the Irish Lane Pond Liner Emergency Replacement Project will be paid for out of Fund 400.

The table below shows the amounts of the original contract, change orders to date, and the anticipated total project cost.

<b>Item</b>	<b>Amount</b>
Original Authorized Amount	\$ 165,000
Probable Construction Cost	\$ 146,742
Total Change Orders to Date (#1)	\$ 25,900
Anticipated Total Project Cost	\$ 172,642

Attachments:

1. Resolution 23-35 – Authorization to Sign Change Order #1 for the Irish Lane Pond Liner Emergency Replacement Project Construction Contract
2. Change Order #1

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 23-35**

**CHANGE ORDER #1**

**TO THE IRISH LANE POND LINER EMERGENCY REPLACEMENT PROJECT  
CONTRACT FOR  
REPAIRING AND EXTENDING THE EXISTING FRENCH DRAIN**

WHEREAS, the South Placer Municipal Utility District (District) awarded the contract for the construction of the Irish Lane Pond Liner Emergency Replacement Project to Dustron, Inc. dba Carson Manufacturing Company under the authorization of Resolution 23-30; and

WHEREAS, the District discovered during construction that the existing French drain beneath the pond liner system has failed and the District intends to repair and extend the French drain so that it functions properly; and

WHEREAS, the contractor has provided a cost of \$25,900 to complete the work as Change Order #1; and

WHEREAS, this change order amount exceeds the 10% (i.e., \$15,000) authorized by Resolution 23-30 for change orders and requires additional Board authorization.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the South Placer Municipal Utility District that the General Manager is authorized to execute Change Order #1 to the Irish Lane Pond Liner Emergency Replacement Project for the repair and extension of the existing failed French drain system.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, California this 7<sup>th</sup> day of September 2023.

Signed: \_\_\_\_\_  
James T. Williams, President of the Board of Directors

Attest: \_\_\_\_\_  
Emilie Costan, Board Secretary



**SOUTH PLACER  
MUNICIPAL UTILITY DISTRICT**

**CHANGE ORDER FORM**

Change Order Number 1

**Contract Name:** Irish Lane Pond Liner Emergency Replacement Project

**Executed:** 9/7/2023

**Owner:** South Placer Municipal Utility District (District)

**Contractor:** Dustron, Inc. dba Carson Manufacturing Company (Carson)

The Contract is changed as follows:

In accordance with Section 5.5 of the Contract for Services, the District agrees to pay Carson a not-to-exceed amount of \$25,900.00 for all the expenses required (including, but not limited to, materials, labor, and equipment) to repair approximately 50 LF of existing french drain, realign/reinforce the outflow pipe from the lift station, and extend approximately 40 LF of new french drain. The design change is based on conditions observed in the field and estimates provided by Carson.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.	
<p>Signature of person authorized to execute this change order on behalf of District.</p> <p>By: _____ (authorized Signature)</p> <p>_____</p> <p>(printed name of person signing above)</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Signature of person authorized to execute this change order on behalf of Contractor.</p> <p>By: _____ (authorized Signature)</p> <p>_____</p> <p>(printed name of person signing above)</p> <p>Title: _____</p> <p>Date: _____</p>

**GENERAL MANAGER REPORT**

To: Board of Directors  
From: Herb Niederberger, GM  
Date: September 7, 2023  
Subject: General Manager Monthly Activity Report, August 2023

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**1) DEPARTMENT REPORTS**

Attached are the monthly status reports for the Board's information:

- A. Administrative Services Department,
- B. Field Services Department, and
- C. Technical Services Department.

The Department Managers are prepared to answer any questions from the Board.

**2) INFORMATION ITEMS**

- A. On August 1, 2023, the General Manager attended the Quarterly Loomis Chamber Joint Economic Development/Government Affairs Meeting to hear updates from the Town, other local government agencies, and local businesses regarding activities in Loomis.
- B. On August 2, 2023, the General Manager along with Director Mitchell, attended the Rocklin Chamber of Commerce Governmental Affairs meeting to hear a briefing from Congressman Kevin Kiley.
- C. On August 14, 2023, the General Manager, District Engineer, Carie Huff, and District Superintendent, Eric Nielsen, participated in a Microsoft Teams meeting of the South Placer Wastewater Authority member agencies to discuss: 1) an update to the SPWA Participation Fee Study; 2) the status report on the upcoming EDU analysis; 3) the City of Roseville's Industrial Waste Permitting.
- D. On August 15, 2023, the General Manager conducted a Zoom Meeting with the District General Counsel to discuss: 1) Status of construction at Granite Terrace; 2) Railroad Management Invoices; 3) Biennial Conflict of Interest Review; 4) Painkillers Notice of Violation; 5) Job Descriptions for ASM, DE and SUP; and 7) Water Damage at 5555 St. Francis Woods.
- E. On August 24<sup>th</sup> and 31<sup>st</sup>, 2023, the General Manager participated in a California Debt and Investment Advisory Commission's (CDIAC's) two-part webinar series, "An Integrated Approach to Strategic Pension Liability Management."
- F. In addition, on August 24, 2023, the General Manager met with Rocklin City Manager, Aly Zimmerman to discuss: 1) the SPMUD Participation Fee and the forthcoming SPWA EDU analysis; 2) setting the next 2x2 between the Rocklin City Council representatives

and designated District Board Members; 3) status of the construction at Granite Terrace and the possibility of the City calling the bonds for the project; 4) the lack of progress in securing the easements for the Atherton Main Replacement from the GAP Company and the status of the Temporary Sewer Use Agreement; and 5) the status of the City’s bridge project connecting the Sunset Recreation Area to Johnson-Springview Park. The City recently was awarded a \$500,000 grant from the State to fund their portion of the project.

G. Also on August 24, 2023, the General Manager participated in a District All-hands meeting. Employees were provided information on Retiree Life Insurance, Employee Manual Updates, and Open Enrollment.

H. The General Manager was out of the office from August 28 through 31, 2023 attending the California Special District Association Annual Conference.

I. Advisory Committee Meetings:

i. On August 15, 2023, the Fee and Finance Advisory Committee met via Zoom Meetings to review an update on the CalPERS pension funding and a proposed fine schedule. The Advisory Committee recommended that both items be brought before the Board of Directors for discussion.

ii. On August 21, 2023, the Personnel Advisory Committee met to discuss: 1) Usage of the CPS HR contract; 2) Updated Job Descriptions for the Administrative Services Manager, the District Engineer, and Superintendent; 3) Retiree Life Insurance proposal; 4) the GM Goals for 2023 and an upcoming GM performance evaluation. The Advisory Committee recommended the updated job descriptions be forwarded to the Board of Directors for discussion and approval.

There were no other advisory committee meetings in August.

**3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY**

<b>PO Req#</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
353	08/02/2023	USA North 811	Annual Contract	\$ 5,445.74
354	08/10/2023	Ferguson Enterprises	Blanket PO for the purchase of materials and supplies	\$ 46,474.82
360	08/21/2023	Sonitrol	Additional security system for building remodel	\$ 21,186.12

#### 4) **LONG RANGE AGENDA**

##### October 2023

- SPWA Operation and Funding Update by SPWA Staff
- Strategic Plan Annual Report
- Standards Update

##### November 2023

- Quarterly Investment Report
- Final PMP Annual Report

##### December 2023

- GM Employee Evaluation
- Final Audit and Consolidated Annual Financial Report
- Participation Charge Report for FY2022/23

##### January 2024

- Selection of Officers
- Presidential Appointments to Advisory Committees
- Approve GM 2024 Goals

Item 7.2.1

ITEM VIII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Meeting Date: September 7, 2023

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**Audit Work**

The Administrative Services staff is continuing to compile records in preparation for the Fiscal Year 2022/23 Audit. The Auditor is scheduled to complete their year-end audit work the week of September 4<sup>th</sup>.

**Strategic Plan Metrics**

The Administrative Services Manager has been working with the other Department Managers to compile data for the Strategic Plan Annual Report Card that will be brought to the Board at the October Board Meeting.

**Recruitment**

The Administrative Services staff has been assisting with the recruitment process for a Maintenance Worker I position. The application period closes on September 1<sup>st</sup>.

**Open Enrollment**

Open Enrollment for Medical, Dental, Vision, and other District-sponsored benefits is from September 18<sup>th</sup> through October 13<sup>th</sup>. An intranet page with Open Enrollment resources has been created, and employees will be sent existing benefits statements. Administrative Services Staff will be assisting employees with any requested benefit changes for next calendar year.

**Banking Update**

The District was informed that the District's bank was downgraded by Weiss Ratings. The Administrative Services Manager completed some research on the downgrade which included reaching out to the District's banking manager. The downgrade was only on Weiss Ratings. The bank's rating on IDC, Bauer Financial, Moody's, and Standards & Poor (S&P Global) stayed the same. The downgrade was due to the liquidity of the bank and occurred at a time when a series of banks were downgraded by multiple rating agencies due to liquidity concerns as a result of substantial loan portfolios that are drawing less interest income than is needed to pay interest on depositors' accounts. The District's banking manager shared that the lower Liquidity Index in the Weiss Rating does not consider their bank's access to lines of credit or liquidity from the Federal Home Loan Bank in San Francisco, their correspondent bank lines of credit, or the accessible funds from the Federal Reserve. All District funds including money market funds are held in insured cash sweep accounts which are fully FDIC insured.



**Employee All Hands**

At the August All Hands meeting, the Administrative Services Manager provided information on the Hot Chili Cool Cars event, the Maintenance Worker recruitment, the existing Retiree Life Insurance benefit, Open Enrollment, and reviewed the Employee Manual updates made by the District Labor Negotiator.

**Pension Liability Management Training**

The Administrative Services Manager attended a two-part webinar series offered by the California Debt and Investment Advisory Commission (CDIAC) on August 24<sup>th</sup> and 31<sup>st</sup> called “An Integrated Approach to Strategic Pension Liability Management.”

**August Monthly Investment Transactions per GC §53607**

**DEPOSITS, TRANSFERS, OR WITHDRAWALS**

CalTRUST:	None
CA CLASS:	None
LAIF:	None
Placer County:	None
Five Star MM:	None

ITEM VII. FSD REPORT

**To:** Board of Directors  
**From:** Eric Nielsen, Superintendent  
**Cc:** Herb Niederberger, General Manager  
**Subject:** Field Services Department Monthly Report  
**Meeting Date:** September 7, 2023

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**Department Overview**

This section provides the Board with an update on the news and major tasks from the Field Services Department (FSD).

**1. Training/Break Room Addition, Locker Room, and Lobby Improvements**

- a. The District received the temporary certificate of occupancy and employees have moved back into the maintenance building.
- b. The work to install the new PG&E feeders and finish the wiring of the new switchgear is scheduled for the middle of September. This will allow for the abandonment of the old switchgear and the completion of the tenant improvements in the maintenance building.

**2. Supervisory Control and Data Acquisition (SCADA) Replacement**

- a. Staff visited operators using the proposed SCADA software to view their implementation and receive feedback on their experiences with the software. The visit confirmed to District staff that the selected software will serve the District well.
- b. The continuation of the radio communication verification study is tentatively planned for the second week of September.
- c. Carollo Engineers is wrapping up the 30% engineering design documents and will be submitting them for District review soon.

**3. Irish Lane Pond Liner**

- a. Work on the Irish Lane Pond Liner began on August 28, 2023. Work is anticipated to be completed by the end of September.
- b. Additional work was identified during demolition of the liner to make improvements that will protect the new liner and allow the pond to function better in the future.

**4. Advertise for Maintenance Worker Position**

- a. The advertisement for a maintenance worker position closed on September 1, 2023. Staff will evaluate applications and conduct interviews during September.

## Reporting

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 7/31/2023. The work listed is not all-inclusive.

### 1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
  - i. 2526 days without a Lost Time Accident/Injury

### 2. Safety/Training/Professional Development

- a. Field Services employees participated in training for the following:
  - i. Backhoe
  - ii. Trenching/Shoring
  - iii. Competent Person - Excavation

### 3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months

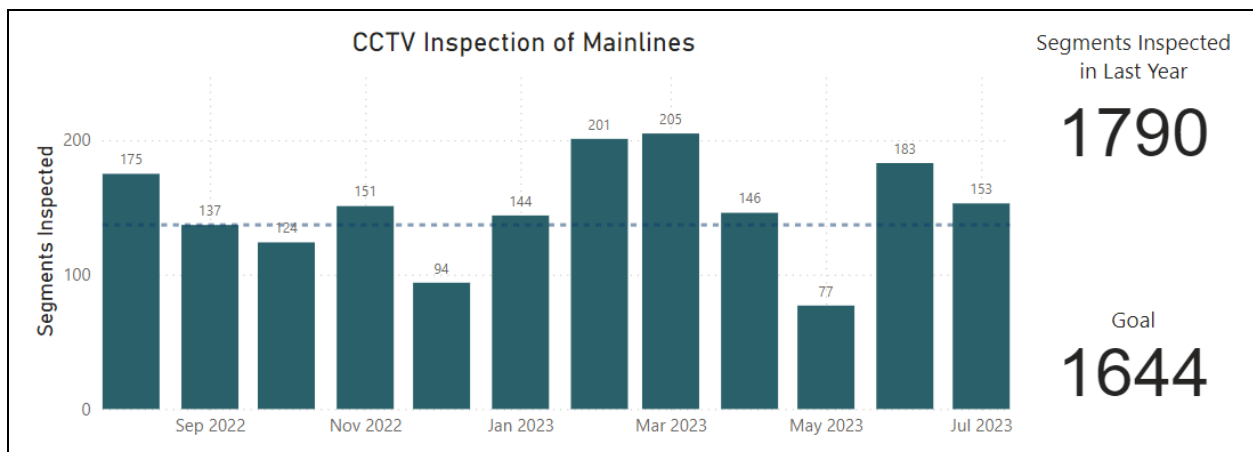
	Goal	Average	Success Rate
During Business Hours	< 30 minutes	19 min	98%
During Non-Business Hours	< 60 minutes	45 min	

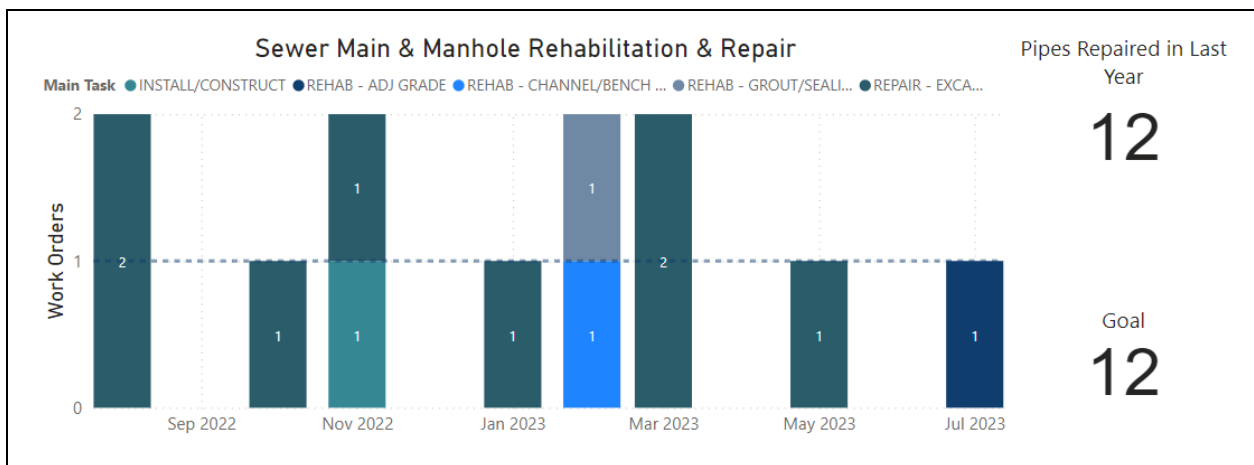
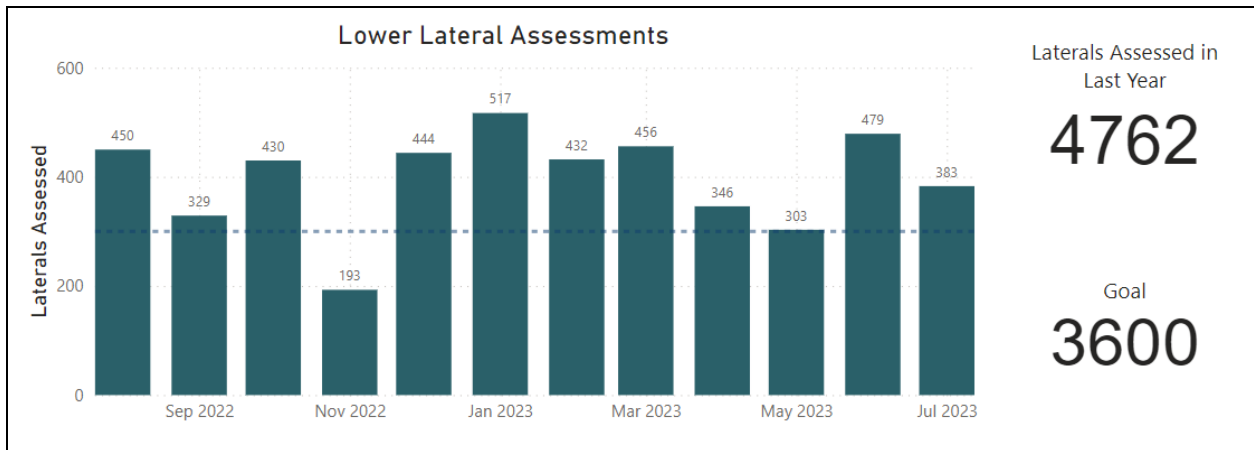
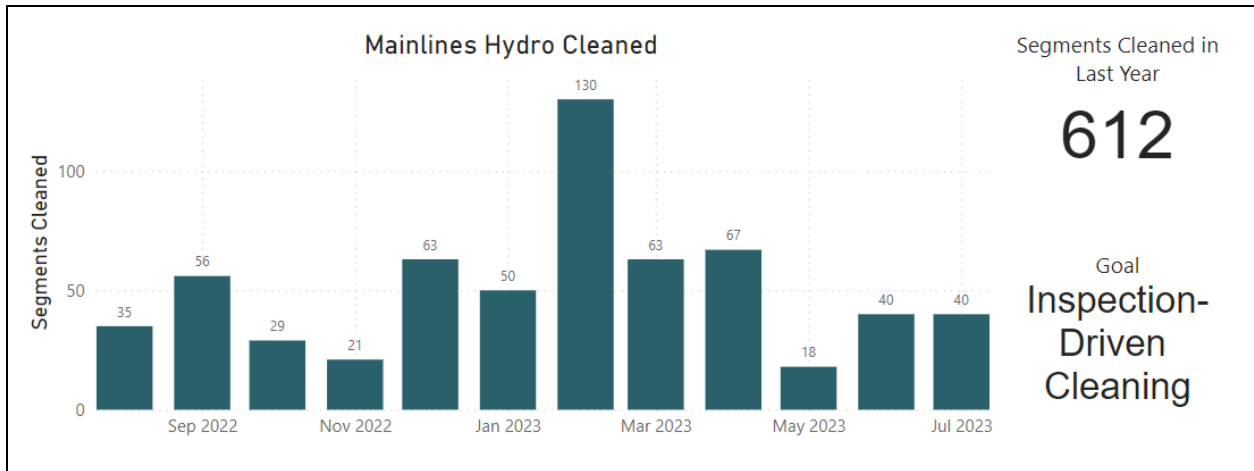
#### Service Calls - July

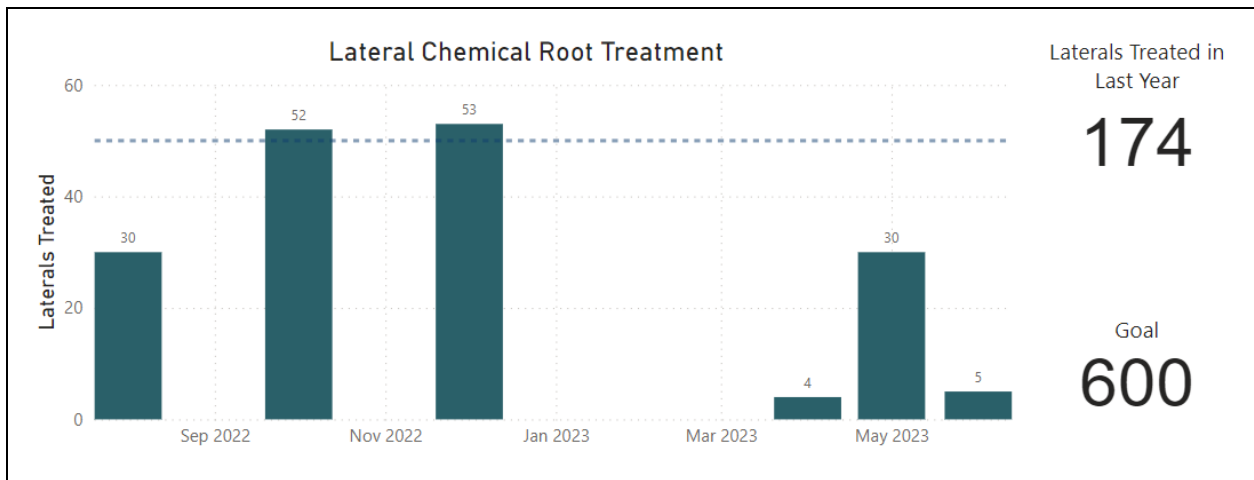
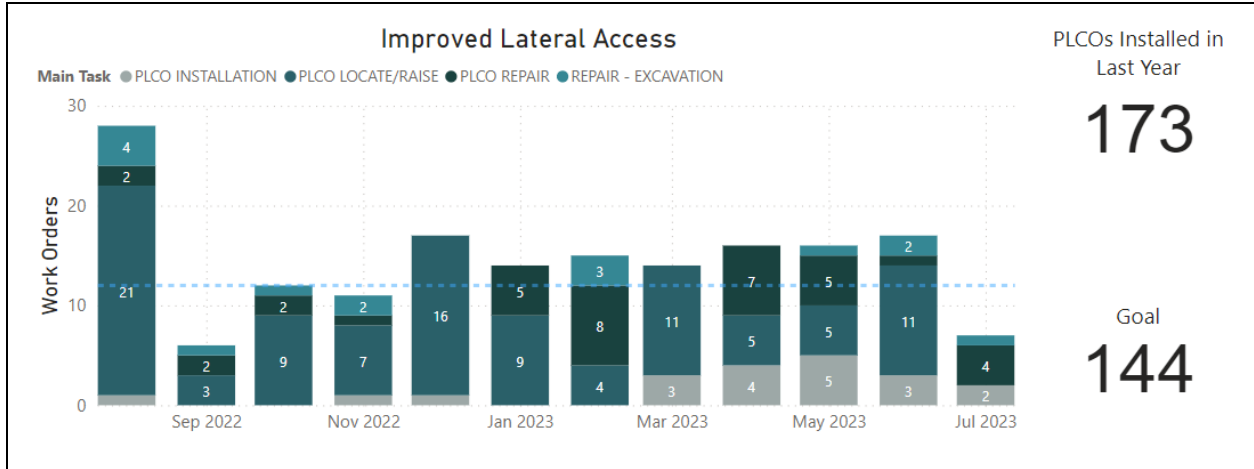
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc	Total Service Calls
SPMUD Responsibility	2	1		3				<b>14</b>
Owner Responsibility		3			2		3	
<b>Total</b>	<b>2</b>	<b>4</b>		<b>3</b>	<b>2</b>		<b>3</b>	

### 4. Production

- a. The information provided below is not inclusive of all work completed.







Item 7.2.3

ITEM VII. TSD REPORT

To: Board of Directors  
From: Carie Huff, District Engineer  
Cc: Herb Niederberger, General Manager  
Subject: Technical Services Department Monthly Report  
Board Date: September 7, 2023

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**TSD Updates:**

- ❖ The District Engineer received CSDA’s Certificate in Special District Governance. In order to be eligible for the award, completion of the Special District Leadership Academy and ten hours of continuing education through CSDA is required.
- ❖ TSD staff participated in the Regional Utility Coordination Meeting on August 16<sup>th</sup>.
- ❖ The first quarter commercial audit of FY2023/24 is in process.
- ❖ TSD is working on updates to the District’s Standard Specifications and Improvement Standards for Sanitary Sewer to align with the Sewer Code updates.

**Northwest Rocklin Sewer Annexation Construction Project (formerly known as Atherton Trunk)**

As of December 1, 2022, all field work and punch list items were completed. The District is working with the City of Rocklin to finalize the administrative items required for project acceptance, mainly the acquisition of easements.

**PCWA / Newcastle Construction Cooperation Project**

The District provided comments to GHD on the 30% design and several coordination meetings have occurred to discuss design considerations, constructability, paving, and traffic control.

**Jack in the Box Sewer Replacement Project**

The District held a kick-off meeting and brainstorm session with Ubora. Utility A letters have been sent out to all utilities potentially impacted by the project, and TSD has marked the sewer facilities in the field for survey.

**Del Rio Court and Delmar Sewer Extension Project**

The District held a kick-off meeting to discuss the project schedule and other considerations. Cartwright anticipates an initial submittal of the consolidated improvement plans by the first week of September.

**Taylor Road Crossing, Newcastle**

District staff have located and marked the existing facilities in the field to assist with the survey, currently scheduled for September. A kick-off meeting with Coastland is scheduled in September as well.

### **Main Street, Newcastle**

District staff will be working to locate existing facilities in Newcastle so that the survey can accurately depict existing facilities. A kick-off meeting with Coastland is scheduled in September as well.

### **Proposed Annexation of the Castle City Mobile Home Park in Newcastle**

The SPWA Board approved a Letter of Intent at the June 29<sup>th</sup> meeting, and the letter was forwarded to the State.

### **Local Agency Formation Commission (LAFCO)**

The District Engineer met with the LAFCO Executive Officer in August to discuss the schedule for the Municipal Service Review (MSR) and Sphere of Influence Study. Both are included in the 2023/24 work plan and the Request for Proposals is currently being generated.

The District received comments from the Placer County surveyor on the geographic descriptions of the properties currently served through out-of-area service agreements. The District's surveyor is currently addressing the comments. Additional information will be provided at a future board meeting as the annexation application to LAFCO is refined.

### **FOG Program**

The District's FOG Inspector completed five outdoor core sample inspections of legacy gravity grease control devices (GCD's) and one core sample of an indoor hydromechanical GCD in July. No new violations were observed during these inspections. However, at Red's Bistro in Loomis and the Valencia Club in Penryn, previous enforcements were completed. At Red's Bistro, hydro jet cleaning and CCTV inspection was conducted due to excessive FOG buildup. At the Valencia Club, a repair was made to an inlet tee and their cleaning frequency was updated to once every three months.

Through the Food Service Establishment (FSE) Tenant Improvement process, the District has seen an increase in applications and installations of new hydromechanical devices. At Don Quixotes in Rocklin, a failing legacy indoor GCD was abandoned and a new hydromechanical GCD was installed exterior to the building. At Stanford Ranch Road and Park Drive, a new FSE will be opening called Quickly. The District was notified about Quickly through a tenant improvement application and District staff worked with the FSE owner to design a grease waste system in an existing space. The GCD that was specified is adequate to serve the FSE with their initial kitchen plan and will also accommodate any expansion to the kitchen in the future. At the corner of Sunset Boulevard and 3<sup>rd</sup> Street in Rocklin, an older building will be undergoing a major renovation to turn it into a new FSE. A pre-construction meeting was held and installation of a new hydromechanical GCD is scheduled for August.

At a recent industry conference focused on FOG Programs, City of Palo Alto staff learned about the District's FOG Program and how the District is approaching implementation and enforcement. This prompted the City of Palo Alto to reach out to the District to set up a remote meeting to learn more. At the conclusion of the meeting, a request was made to schedule a ride along and demonstration of the District's FOG Program. This meeting is scheduled for two days in the last week of August.

### **Industrial Pretreatment**

District staff continues to work with the City of Roseville's Industrial Waste Department to inspect and enforce the Industrial Pretreatment Program. The Brewery Characterization Study is in process and sample collection and lab analysis was completed at the end of July. The City is

preparing the draft study in September/October which will allow the District to add to or make additional comments in preparation of finalizing the study.

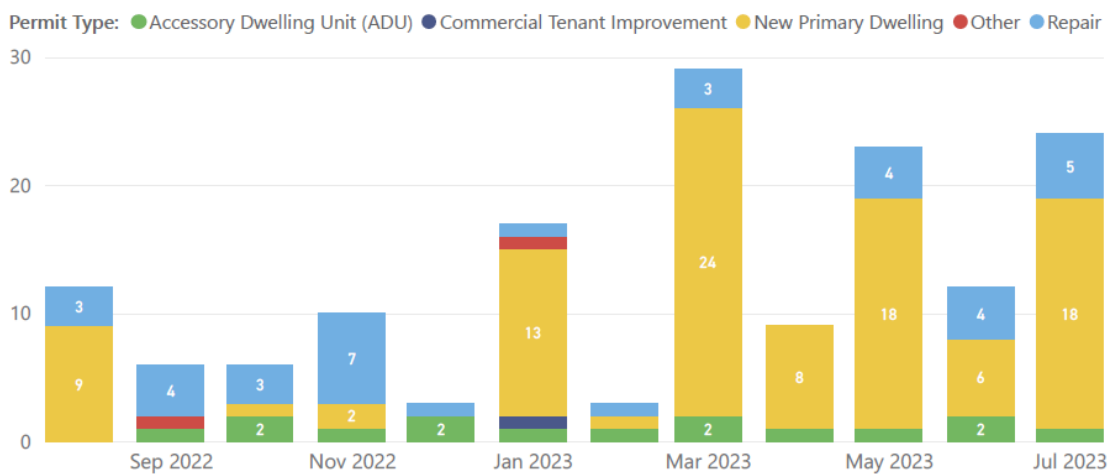
The City is also preparing a Request for Proposals to evaluate and update the Industrial Pretreatment Program. The District will be included in the program update. Part of the review and update will include potential funding mechanisms.

The District is continuing to build the inventory of sand oil separators. Both data collection in the field and data management in the office are being conducted to develop a plan for inspection.

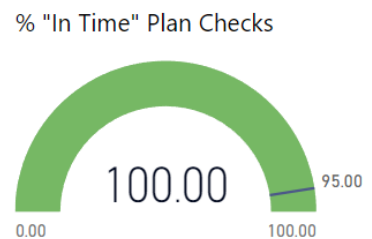
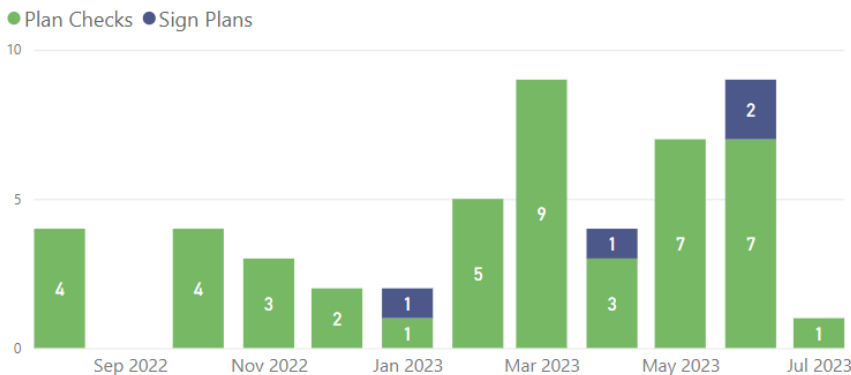
### Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of July 31, 2023. The charts are being created in a new reporting tool that directly connects to the District’s data, improving the timeliness of reporting efforts and leveraging the District’s investment in technology. There is a new chart this month that reflects Tenant Improvement reviews completed for the month. Additional charts may be added in the future for other areas of work in the department.

Sewer Permits - Completed - Monthly Totals

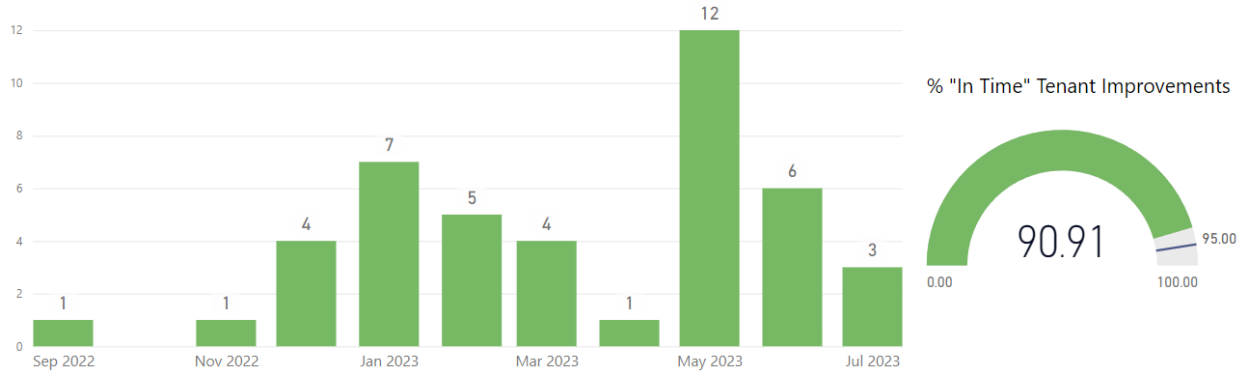


Plan Checks Completed - Monthly Totals

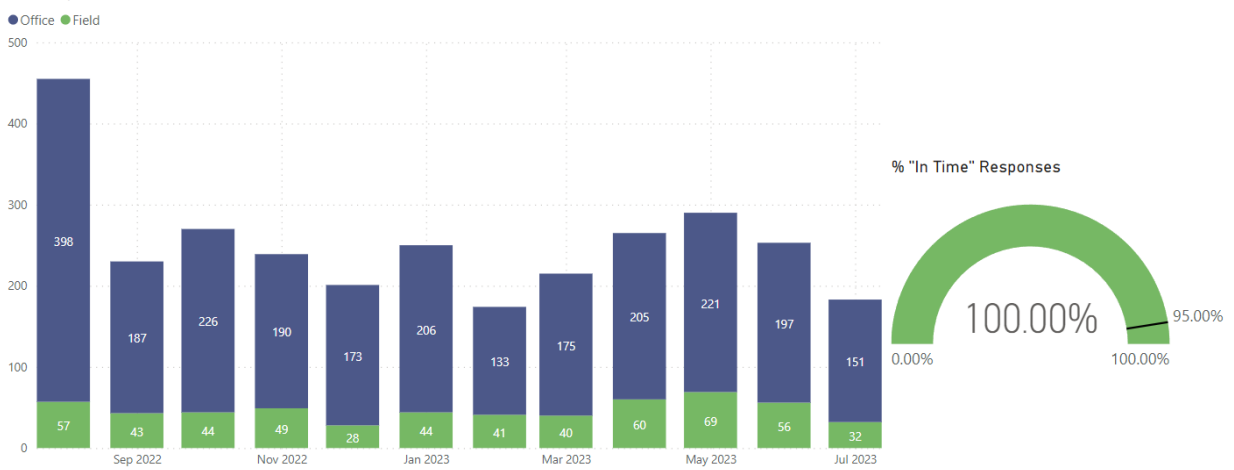




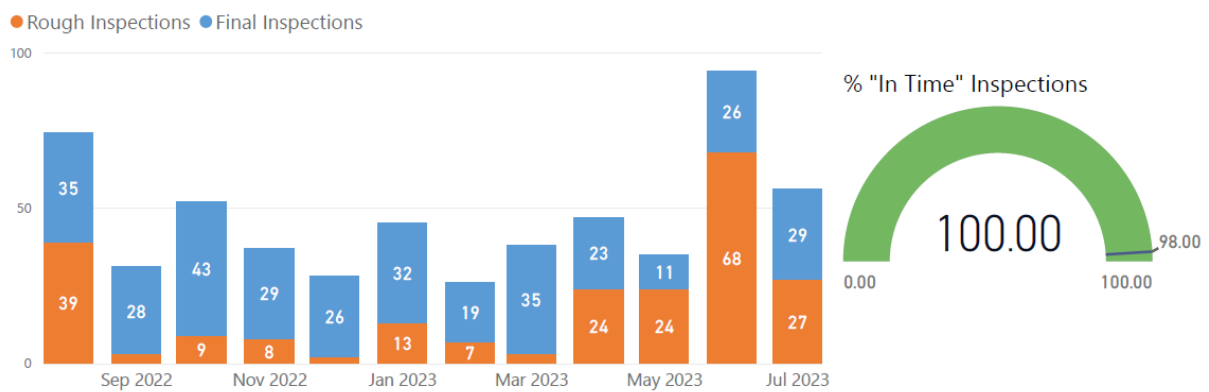
### Tenant Improvement Reviews Completed - Monthly Totals



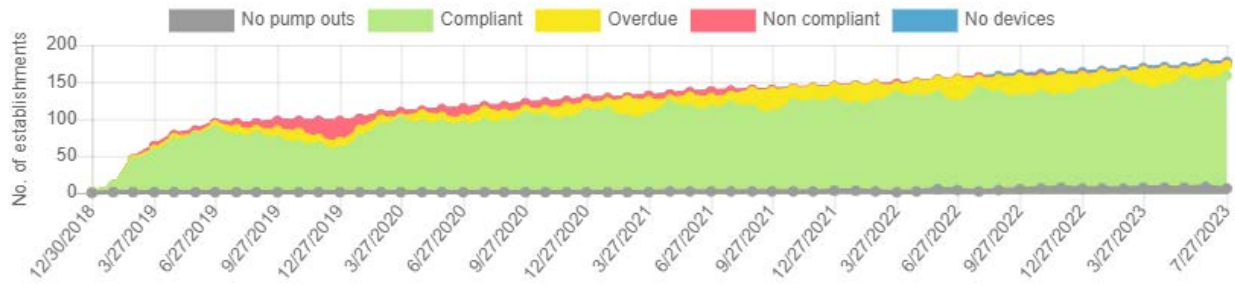
### 811 Responses



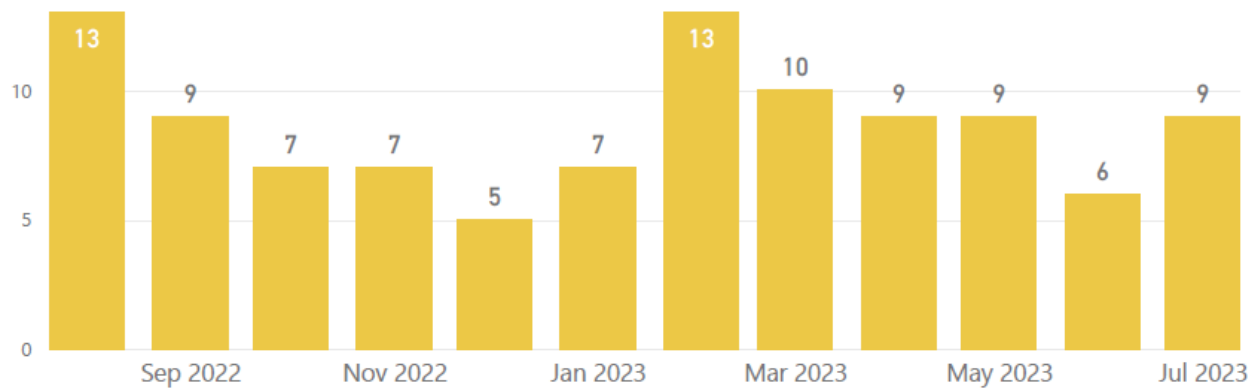
### Building Sewer Inspections - Monthly Totals



## FOG Compliance History



## FOG Pickups - Monthly Totals



## Grease Interceptor Inspections

Template ● GGI Core Sample Inspection - Outside ● GGI Pump Out/Cleaning Inspection ● HGI Core Sample Inspection - Inside ● HGI Core Sample Inspection - Outside

