



SPMUD BOARD OF DIRECTORS

REGULAR MEETING: 4:30 PM

March 1, 2018

SPMUD Board Room

5807 Springview Drive, Rocklin, CA 95677

The District's regular Board meeting is held on the first Thursday of every month. This notice and agenda is posted on the District's web site (www.spmud.ca.gov) and posted in the District's outdoor bulletin board at the SPMUD Headquarters at the above address. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made through the District Headquarters at (916)786-8555.

AGENDA

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

President Gerald Mitchell,	Ward 1
Director William Dickinson,	Ward 2
Director John Murdock,	Ward 3
Director Victor Markey,	Ward 4
Director James Williams,	Ward 5

III. PLEDGE OF ALLEGIANCE

IV. CONSENT ITEMS

[pg 4 to 59]

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: (Voice vote)

Motion to approve the consent items for the March 1, 2018 meeting

1. MINUTES from the February 1, 2018 Meeting.
2. ACCOUNTS PAYABLE in the amount of \$903,362.73 through February 22, 2018.
3. MONTHLY INVESTMENT REPORT in the total amount of \$55,276,043 through February 22, 2018.
4. BILL OF SALE FOR SPRING VALLEY PHASE 2 VILLAGE 3
5. BILL OF SALE FOR SPRING VALLEY PHASE 2 VILLAGE 4
6. RESOLUTION #18-06 – NEWCASTLE SEWER SYSTEM REPAIRS 2018 CONTRACT with Precision Earthworks Construction, Inc. for \$185,287.
7. RESOLUTION #18-07 – CIPP PIPE LINER PROGRAM 2018 CONTRACT with Insituform Technologies, LLC for \$344,002.
8. FY 16/17 AUDIT REPORT - ADDITIONS/CORRECTIONS TO REPORT

V. PUBLIC COMMENTS

Items not on the Agenda may be presented to the Board at this time; however, the Board can take no action.

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. **CONSIDERATION & APPROVAL OF RESOLUTION #18-08 3264 TAYLOR ROAD REFUND AGREEMENT & BILL OF SALE** [pg 60 to 73]

The owner/applicant, Massie Family Trust of 3264 Taylor Road in Loomis has constructed sewer facilities that will benefit properties in the surrounding area. The refund agreement will require properties that connect to the 8-inch sewer to pay a pro-rated share of the construction cost as defined in the agreement. The bill of sale for the said location is estimated to have a contributed value of \$280,269.

Action Requested: (Roll Call Vote)

Staff Recommends that:

1. **The Board of Directors approve Resolution #18-08 Authorizing the General Manager to execute a Refund Agreement for the 8-inch sewer at 3264 Taylor Road.**
2. **The Board of Directors accept the Bill of Sale for 3264 Taylor Road.**

2. **CONSIDERATION & APPROVAL OF RESOLUTION #18-09 UPDATE TO POLICY 2025 - EXPENDITURE REIMBURSEMENT** [pg 74 to 80]

The purpose of Policy 2025 is to prescribe the manner in which District employees and Directors may be reimbursed for expenditures related to District business. Updates are recommended to include language for the GSA Per Diem rates.

Action Requested: (Roll Call Vote)

Staff Recommends that:

1. **The Board of Directors approve Resolution #18-09 updating Policy 2025 – Expenditure Reimbursement.**

3. **CONSIDERATION & APPROVAL OF RESOLUTION #18-10 FOOTHILL TRUNK ADDENDUM #3** [pg 81 to 92]

The District has a contract with Waterworks Engineering for the Foothill Trunk Replacement Project. Addendum #3 is necessary to authorize additional work in preparation for construction document materials. This work will determine and characterize the potential of hard rock prior to placing the project out for bidding.

Action Requested: (Roll Call Vote)

Staff Recommends that:

1. **The Board of Directors approve Resolution #18-10 authorizing the General Manager to execute and sign an addendum to the Foothill Trunk Contract**

4. **COMMERCIAL UTILITY ACCOUNT AUDIT UPDATE**

[pg 93]

ASD staff will provide an update regarding the audit review of Commercial Utility Accounts.

Action Requested: (Informational Item)

5. **EASEMENT ENCROACHMENT PROGRAM UPDATE**

[Verbal Rpt]

TSD staff will provide an update regarding the Easement Encroachment Program.

Action Requested: (Informational Item)

VII. REPORTS

[pg 94 to 101]

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 public. No decisions are to be made on these issues.

1. Legal Counsel (A. Brown)
2. General Manager (H. Niederberger)
 - 1) FSD, ASD & TSD Reports
 - 2) Informational items
3. Director's Comments:

Directors may make brief announcements or brief reports on their own 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 its next regular meeting on April 5, 2018 at 4:30 p.m.

**BOARD MINUTES
SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

Meeting	Location	Date	Time
Regular	District Office	February 1, 2018	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 Mitchell presiding at 4:30 p.m.

II. ROLL CALL OF DIRECTORS:

Present: Will Dickinson, Jerry Mitchell, Vic Markey, John Murdock, Jim Williams

Absent: None

Vacant: None

Staff: Herb Niederberger, General Manager
Adam Brown, Legal Counsel
Sam Rose, Superintendent
Eric Nielsen, District Engineer
Joanna Belanger, Administrative Services Manager

Others: None

III. PLEDGE OF ALLEGIANCE: President Mitchell led the Pledge of Allegiance.

IV. CONSENT ITEMS:

1. MINUTES from the December 7, 2017 Meeting.
2. MINUTES from the January 4, 2018 Meeting.
3. ACCOUNTS PAYABLE in the amount of \$4,294,058.94 through January 25, 2018.
4. MONTHLY INVESTMENT REPORT in the total amount of \$54,429,397 through January 25, 2018.
5. RESOLUTION #18-03 - SERVICE LATERAL CIPP LINER & SEAL PROGRAM CONTRACT with NorCal Pipeline Services for \$347,859.
6. RESOLUTION #18-04 – MANHOLE LINER PROGRAM CONTRACT with SoCal Pacific Construction Corp, dba National Coating & Lining Co. for \$89,800.
7. RESOLUTION #18-05 – GENERAL MANAGER EMPLOYMENT AGREEMENT through December 1, 2020.

GM Niederberger introduced clarifications regarding the January 4, 2018 minutes with revisions. Director Williams made a motion to approve the items on the consent calendar; a second was made by Director Murdock; the motion carried 5-0.

V. PUBLIC COMMENTS:

President Markey opened the Public comments. Hearing no comments, public comments were closed.

VI. BOARD BUSINESS

1. FISCAL YEAR 16/17 AUDIT ACCEPTANCE

GM Niederberger introduced Justin Williams from Mann, Urrutia & Nelson CPA's to present the FY 16/17 Audit. A brief presentation was made to the Board regarding their opinion and findings from the Audit process. He reported that they had issued the District with an Unmodified/Clean Audit. He mentioned that no material weaknesses, compliance exceptions or significant deficiencies were found. After the Auditors report comments and questions were received from Board Directors.

ITEM IV.1

Director Williams asked a question regarding the GASB changes for the OPEB Liability amount reported in the Audit. He asked for clarification of the Unfunded Liability (UL) increases for 2015 in comparison to 2011 & 2013. The UL estimation increases to 102.6% of payroll. The estimation is completed by the Districts Actuary, Bickmore Risk & Associates who use various employee and salary data to calculate the estimation of OPEB items.

Director Dickinson asked for various clarifications from the Audit document. He asked for information on the prior year Audit adjustment. Justin indicated that this adjustment was necessary to correctly classify the retained earnings from Depreciation transfers.

Further questions were asked regarding Capital Fund Balances and Interest Income and Expenses. After some discussion it was decided that the Audit report would be accepted with an Addendum to the MD&A statement. GM Niederberger stated that he will bring a staff report back to the Board in March to capture amendments and provide further clarifications to the Boards queries.

Director Williams made a motion to accept the FY 16/17 Audit report with the recognition of an addendum to the MD&A Statement; a second was made by Director Murdock; the motion carried 5-0.

2. CONSIDERATION & APPROVAL OF MID-YEAR ADJUSTMENTS TO THE FY 17/18 BUDGET

GM Niederberger introduced the Mid-Year Adjustments for the FY 17/18 Budget adjustments. He explained that with the small adjustments to the budget results in a decrease of \$86,000 from \$25.093 Million to \$25.007 Million. Director Murdock asked what the additional training funds would be utilized for. Superintendent Rose stated a number of training strategies were being deployed, including training for new employees who are taking their commercial driver licenses, and additional all hands training from outside consultants.

Director Dickinson made a motion to approve the Mid-Year Budget Adjustments; a second was made by Director Williams; the motion carried 5-0.

3. SOUTH PLACER WASTEWATER AUTHORITY (SPWA) BOARD MEETING REPORT

President Mitchell provided a brief report providing information from his attendance at the SPWA Board meeting in January. He said that the refinancing has been completed related to the Energy Recapture process and the Board has \$149 Million in debt and is in good standing with the Rate Stabilization Fund at \$128 Million.

VII. REPORTS:

1. District General Counsel (A. Brown): General Counsel Brown had no report.

2. General Manager (H. Niederberger): GM Niederberger Reported that the City of Rocklin, State of the City event is scheduled for March 9, 2018. He asked if any Directors would be interested in attending the event. Director Williams, President Mitchell and Director Dickinson expressed interest in attendance.

A. ASD, FSD & TSD Reports: ASD Manager provided information to the Board Directors regarding opportunities to complete the mandatory Ethics and Harassment Training.

B. Information Items: No additional items were reported.

3. Directors Comments: Director Dickinson commented that he would like the Board to be paid more. He asked if it would be possible to receive more than \$100 per meeting attendance. Legal Counsel Brown stated that with the population size of the District and a five-member board, there are constraints within the State Statutes and the MUD Act, he said he would research any changes to the law. Director Dickinson said

that if it wasn't possible to increase the meeting compensation amount, then he would like to lobby the organization to increase the Health & Wellness benefit from \$400 per month, to at least include a cost of living increase. He stated that the job is getting harder and harder and more time is involved in participating on the Board. Director Mitchell stated that he has served on the Rocklin Oversight Dissolution Board and had received an email from CSDA to serve on a Regional RDA Board and reported that he has opted not to participate.

VIII. ADJOURNMENT

The meeting was adjourned at 5:32 p.m. to the next regularly scheduled meeting to be held on Thursday, March 1, 2018 at 4:30 p.m.

A handwritten signature in black ink that reads "Joanna Belanger". The signature is written in a cursive style with a large initial 'J' and a long horizontal stroke at the end.

Joanna Belanger, Board Secretary



South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 01/25/2018 - 02/22/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1240	Placer County Personnel	01/25/2018	Regular	0.00	2,822.84	9649
1327	US Bank Corporate Payment	02/02/2018	Regular	0.00	10,295.37	9651
	Void	02/02/2018	Regular	0.00	0.00	9652
	Void	02/02/2018	Regular	0.00	0.00	9653
	Void	02/02/2018	Regular	0.00	0.00	9654
	Void	02/02/2018	Regular	0.00	0.00	9655
1292	SPMUD Petty Cash	02/02/2018	Regular	0.00	85.40	9656
1567	American Society of Civil Engineers (ASCE)	02/02/2018	Regular	0.00	285.00	9657
1068	City of Roseville	02/02/2018	Regular	0.00	597,019.40	9658
1509	Crystal Communications	02/02/2018	Regular	0.00	311.64	9659
1087	Dawson Oil Co.	02/02/2018	Regular	0.00	3,463.35	9660
1113	Ferguson Enterprises, Inc. 1423	02/02/2018	Regular	0.00	1,267.87	9661
1123	Gladding McBean	02/02/2018	Regular	0.00	1,608.19	9662
1131	Granite Business Printing	02/02/2018	Regular	0.00	289.58	9663
1174	KBA Docusys, Inc. (Copier Contracts)	02/02/2018	Regular	0.00	441.13	9664
1198	Measurement Specialties	02/02/2018	Regular	0.00	526.86	9665
1646	National Benefit Services (NBS)	02/02/2018	Regular	0.00	108.00	9666
1218	PCWA	02/02/2018	Regular	0.00	28,686.00	9667
1221	PG&E (Current Accounts)	02/02/2018	Regular	0.00	342.31	9668
1647	Sam and Anna Nakashoji	02/02/2018	Regular	0.00	70.74	9669
1289	Sonsray Machinery LLC	02/02/2018	Regular	0.00	127.37	9670
1333	SPOK, Inc.	02/02/2018	Regular	0.00	26.26	9671
1628	T & S Construction Co., Inc./ Escrow #02-700697	02/02/2018	Regular	0.00	630.00	9672
1499	TechRoe.com LLC	02/02/2018	Regular	0.00	900.00	9673
1343	Water Works Engineers, LLC	02/02/2018	Regular	0.00	30,395.87	9674
1492	Wave Broadband - Rocklin	02/02/2018	Regular	0.00	209.85	9675
248	AT&T (916.663.1652) & (248.134.5438.608.80)	02/08/2018	Regular	0.00	158.35	9676
1026	AUS West Lockbox (Aramark Uniforms)	02/08/2018	Regular	0.00	1,023.22	9677
1564	Jensen Landscape Services, LLC	02/08/2018	Regular	0.00	846.65	9678
1173	KBA Docusys (Copies)	02/08/2018	Regular	0.00	393.02	9679
1648	RV Max	02/08/2018	Regular	0.00	729.28	9680
1554	Service Master	02/08/2018	Regular	0.00	1,208.20	9681
1307	Sutter Medical Foundation-Corporate	02/08/2018	Regular	0.00	426.00	9682
1006	Aaron Moore	02/15/2018	Regular	0.00	77.63	9699
1020	Aqua Sierra Controls, Inc.	02/15/2018	Regular	0.00	536.24	9700
1021	ARC	02/15/2018	Regular	0.00	103.22	9701
1022	AT&T (9391035571)& (9391053973)	02/15/2018	Regular	0.00	267.71	9702
1458	Carie Huff	02/15/2018	Regular	0.00	52.43	9703
1086	Dataprose	02/15/2018	Regular	0.00	5,128.09	9704
1113	Ferguson Enterprises, Inc. 1423	02/15/2018	Regular	0.00	3,684.20	9705
1139	Hill Rivkins Brown & Associates	02/15/2018	Regular	0.00	7,315.00	9706
1596	Municipal Fleet Consultants	02/15/2018	Regular	0.00	470.00	9707
1207	Municipal Maintenance Equipment	02/15/2018	Regular	0.00	2,155.54	9708
1221	PG&E (Current Accounts)	02/15/2018	Regular	0.00	4,454.56	9709
1473	Pitney Bowes Purchase Power	02/15/2018	Regular	0.00	372.39	9710
1251	Railroad Management Company, LLC	02/15/2018	Regular	0.00	175.00	9711
1487	RJA Heating & Air, Inc.	02/15/2018	Regular	0.00	253.25	9712
1265	Rocklin Area Chamber of Commerce	02/15/2018	Regular	0.00	250.00	9713
1275	Sacramento Bee	02/15/2018	Regular	0.00	1,556.34	9714
1649	Sewer Equipment	02/15/2018	Regular	0.00	164.63	9715
1287	Sierra Safety	02/15/2018	Regular	0.00	1,512.81	9716
1507	Silke Communications	02/15/2018	Regular	0.00	251.25	9717
1305	Sunbelt Rentals, Inc.	02/15/2018	Regular	0.00	833.65	9718
1475	Van Erp, Petersen & Babcock, LLP	02/15/2018	Regular	0.00	1,500.00	9719

Check Report

Date Range: 01/25/2018 - 02/22/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1338	Verizon Wireless	02/15/2018	Regular	0.00	1,057.70	9720
1343	Water Works Engineers, LLC	02/15/2018	Regular	0.00	27,028.97	9721
1073	Consolidated Communications	02/22/2018	Regular	0.00	520.73	9731
1080	CWEA (Main)	02/22/2018	Regular	0.00	660.00	9732
1218	PCWA	02/22/2018	Regular	0.00	646.72	9733
1244	Preferred Alliance Inc	02/22/2018	Regular	0.00	147.60	9734
1325	Tyler Technologies, Inc.	02/22/2018	Regular	0.00	400.00	9735
1582	Walker's Office Supply	02/22/2018	Regular	0.00	66.95	9736
1045	Cal Pers 457 Plan (EFT)	01/26/2018	Bank Draft	0.00	375.00	DFT0003349
1135	Mass Mutual (EFT)	01/26/2018	Bank Draft	0.00	6,123.00	DFT0003350
1135	Mass Mutual (EFT)	01/26/2018	Bank Draft	0.00	685.02	DFT0003351
1580	TASC	01/26/2018	Bank Draft	0.00	196.14	DFT0003352
1580	TASC	01/26/2018	Bank Draft	0.00	330.75	DFT0003353
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	147.25	DFT0003354
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	261.70	DFT0003355
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	381.90	DFT0003356
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	3,271.35	DFT0003357
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	4,774.14	DFT0003358
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	87.82	DFT0003359
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	105.59	DFT0003360
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	442.12	DFT0003361
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	812.45	DFT0003362
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	1,508.70	DFT0003363
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	1,659.00	DFT0003364
1229	Pers (EFT)	01/26/2018	Bank Draft	0.00	1,734.14	DFT0003365
1149	Internal Revenue Service	01/26/2018	Bank Draft	0.00	10,938.48	DFT0003366
1098	EDD (EFT)	01/26/2018	Bank Draft	0.00	3,137.10	DFT0003367
1098	EDD (EFT)	01/26/2018	Bank Draft	0.00	793.91	DFT0003368
1149	Internal Revenue Service	01/26/2018	Bank Draft	0.00	2,558.26	DFT0003369
1149	Internal Revenue Service	01/26/2018	Bank Draft	0.00	9,127.09	DFT0003370
1015	American Fidelity Assurance	01/25/2018	Bank Draft	0.00	999.24	DFT0003371
1230	Pers (EFT)	01/25/2018	Bank Draft	0.00	41,184.62	DFT0003372
1586	Principal Life Insurance Company	01/25/2018	Bank Draft	0.00	316.21	DFT0003373
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	7.38	DFT0003375
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	8.88	DFT0003376
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	-884.24	DFT0003377
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	989.74	DFT0003378
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	126.88	DFT0003379
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	186.92	DFT0003380
1098	EDD (EFT)	02/09/2018	Bank Draft	0.00	46.44	DFT0003381
1098	EDD (EFT)	02/09/2018	Bank Draft	0.00	13.58	DFT0003382
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	43.72	DFT0003383
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	-228.88	DFT0003384
1045	Cal Pers 457 Plan (EFT)	02/09/2018	Bank Draft	0.00	375.00	DFT0003386
1135	Mass Mutual (EFT)	02/09/2018	Bank Draft	0.00	6,123.00	DFT0003387
1135	Mass Mutual (EFT)	02/09/2018	Bank Draft	0.00	685.02	DFT0003388
1580	TASC	02/09/2018	Bank Draft	0.00	196.14	DFT0003389
1580	TASC	02/09/2018	Bank Draft	0.00	330.75	DFT0003390
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	147.25	DFT0003391
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	262.21	DFT0003392
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	382.64	DFT0003393
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	3,277.72	DFT0003394
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	4,783.44	DFT0003395
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	91.51	DFT0003396
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	110.03	DFT0003397
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	1,307.32	DFT0003398
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	1,572.14	DFT0003399
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	1,670.90	DFT0003400
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	1,746.58	DFT0003401
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	11,430.60	DFT0003402
1098	EDD (EFT)	02/09/2018	Bank Draft	0.00	3,228.69	DFT0003403

Check Report

Date Range: 01/25/2018 - 02/22/2018

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1098	EDD (EFT)	02/09/2018	Bank Draft	0.00	800.88	DFT0003404
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	2,673.36	DFT0003405
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	7,660.03	DFT0003406
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	-0.51	DFT0003408
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	-0.74	DFT0003409
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	-6.37	DFT0003410
1229	Pers (EFT)	02/09/2018	Bank Draft	0.00	-9.30	DFT0003411
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	-9.88	DFT0003412
1098	EDD (EFT)	02/09/2018	Bank Draft	0.00	-7.49	DFT0003413
1098	EDD (EFT)	02/09/2018	Bank Draft	0.00	-0.71	DFT0003414
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	-2.30	DFT0003415
1149	Internal Revenue Service	02/09/2018	Bank Draft	0.00	-16.11	DFT0003416

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	58	0.00	746,340.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	65	65	0.00	141,063.20
EFT's	0	0	0.00	0.00
	141	127	0.00	887,403.56

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	58	0.00	746,340.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	65	65	0.00	141,063.20
EFT's	0	0	0.00	0.00
	141	127	0.00	887,403.56

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	1/2018	94,773.82
100	GENERAL FUND	2/2018	792,629.74
			887,403.56

Account Number	Name	Date	Type	Amount	Reference	Packet
102-0002911-02	Woodstream Colony LLC	2/1/2018	Refund	\$ 13,768.50	Check #: 9650	UBPKT04741
102-0005271-01	Gula, Andrew	2/9/2018	Refund	\$ 87.83	Check #: 9683	UBPKT04656
102-0007741-01	Moncada, Eulalio Jr	2/9/2018	Refund	\$ 93.00	Check #: 9684	UBPKT04656
102-0007894-01	Zorich, Anne	2/9/2018	Refund	\$ 106.77	Check #: 9685	UBPKT04656
102-0012051-02	S SHIMABUKURO-SILVESTRIM	2/9/2018	Refund	\$ 9.03	Check #: 9686	UBPKT04656
103-0004578-02	Capital Resource Partners Inc	2/9/2018	Refund	\$ 10.60	Check #: 9687	UBPKT04656
104-0008047-02	Sweet, Renata	2/9/2018	Refund	\$ 29.54	Check #: 9688	UBPKT04656
106-0013803-01	Hudson, Steve	2/9/2018	Refund	\$ 215.00	Check #: 9689	UBPKT04656
106-0016981-01	James, David	2/9/2018	Refund	\$ 90.00	Check #: 9690	UBPKT04656
106-0017610-02	Devay, Joseph and Jill	2/9/2018	Refund	\$ 87.83	Check #: 9691	UBPKT04656
112-1023003-01	Chien, Lynn	2/9/2018	Refund	\$ 6.00	Check #: 9692	UBPKT04656
112-1027718-00	CalAtlantic Group Inc.	2/9/2018	Refund	\$ 52.57	Check #: 9693	UBPKT04656
112-1027751-00	Taylor Morrison of California LLC	2/9/2018	Refund	\$ 97.50	Check #: 9694	UBPKT04656
112-1027820-00	Garnet Creek Homes LLC	2/9/2018	Refund	\$ 91.97	Check #: 9695	UBPKT04656
112-1027925-00	Garnet Creek Homes LLC	2/9/2018	Refund	\$ 93.00	Check #: 9696	UBPKT04656
112-1027926-00	Garnet Creek Homes LLC	2/9/2018	Refund	\$ 93.00	Check #: 9697	UBPKT04656
112-1028022-00	KB Home Sacramento Inc	2/9/2018	Refund	\$ 93.00	Check #: 9698	UBPKT04656
102-0000930-01	Light, Cory	2/22/2018	Refund	\$ 93.00	Check #: 9722	UBPKT04819
102-0003387-02	Dynamic Asset Solutions LLC	2/22/2018	Refund	\$ 5.05	Check #: 9723	UBPKT04819
102-0006466-01	Allison, Steven	2/22/2018	Refund	\$ 166.04	Check #: 9724	UBPKT04819
102-0008083-02	Nichols-Roy, Ryan	2/22/2018	Refund	\$ 410.74	Check #: 9725	UBPKT04819
106-0012798-01	Al, Danny Sprenger Et	2/22/2018	Refund	\$ 58.63	Check #: 9726	UBPKT04819
106-0013165-01	Zeibert, Daniel	2/22/2018	Refund	\$ 9.90	Check #: 9727	UBPKT04819
106-0015720-02	Serra, Natalie	2/22/2018	Refund	\$ 22.69	Check #: 9728	UBPKT04819
112-1027868-00	CalAtlantic Group Inc.	2/22/2018	Refund	\$ 75.00	Check #: 9729	UBPKT04819
112-1027943-00	CalAtlantic Group Inc.	2/22/2018	Refund	\$ 92.98	Check #: 9730	UBPKT04819
			TOTAL	\$ 15,959.17		

SPMUD BOARD INVESTMENT REPORT
MEETING DATE: 03/01/18

INVESTMENT		TOTAL FUNDS	Fund 100	Fund 300	Fund 400
			General	CIP & Expansion	Capital Replacement & Rehabilitation
Allocation to Fund Type			22.10%	39.34%	38.56%
CALTRUST	Annual Rate of Return				
Balance at inception		\$ 19,000,000	\$ 4,199,789	\$ 7,474,188	\$ 7,326,023
Cumulative Income	2.42%	\$ 459,643	\$ 101,600	\$ 180,814	\$ 177,229
Cumulative Unrealized Gain/Loss	-1.24%	\$ (234,679)	\$ (51,874)	\$ (92,318)	\$ (90,487)
Cumulative Realized Gain/Loss	0.00%	\$ -	\$ -	\$ -	\$ -
Cumulative Balance at beginning of month		\$ 19,224,964	\$ 4,249,515	\$ 7,562,684	\$ 7,412,765
Current month income	0.14%	\$ 27,090	\$ 5,988	\$ 10,657	\$ 10,446
Current month Unrealized Gain/Loss	-0.32%	\$ (60,767)	\$ (13,432)	\$ (23,904)	\$ (23,430)
Current month Realized Gain/Loss	0.00%	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ 19,191,288	\$ 4,242,072	\$ 7,549,436	\$ 7,399,780
WELLS FARGO - Fixed Income Securities	Actual Rate of Return				
Balance at inception		\$ 18,000,000	\$ 3,978,747	\$ 7,080,810	\$ 6,940,443
Transfers		\$ 4,000,000	\$ 884,166	\$ 1,573,513	\$ 1,542,321
Cumulative Income	2.40%	\$ 432,155	\$ 95,524	\$ 170,001	\$ 166,631
Cumulative Unrealized Gain/Loss	-2.27%	\$ (407,828)	\$ (90,147)	\$ (160,431)	\$ (157,250)
Cumulative Realized Gain/Loss	0.00%	\$ -	\$ -	\$ -	\$ -
Cumulative Balance at beginning of month		\$ 22,024,327	\$ 4,868,291	\$ 8,663,892	\$ 8,492,144
Current month income	0.05%	\$ 10,623	\$ 2,348	\$ 4,179	\$ 4,096
Current month Unrealized Gain/Loss	0.42%	\$ 93,101	\$ 20,579	\$ 36,624	\$ 35,898
Current month Realized Gain/Loss	0.00%	\$ -	\$ -	\$ -	\$ -
Market Average/Yield to Worst	1.16%				
TOTALS		\$ 22,128,051	\$ 4,891,218	\$ 8,704,695	\$ 8,532,138
LAIF (Local Agency Investment Fund)	Annual Rate of Return				
Balance		\$ 5,071,231	\$ 1,120,953	\$ 1,994,912	\$ 1,955,366
Quarterly Interest	1.20%	\$ -	\$ -	\$ -	\$ -
TOTALS		\$ 5,071,231	\$ 1,120,953	\$ 1,994,912	\$ 1,955,366
PLACER COUNTY TREASURY	Annual Rate of Return				
Balance		\$ 5,131,808	\$ 1,134,343	\$ 2,018,742	\$ 1,978,723
Monthly Interest	1.32%	\$ 7,104	\$ 1,570	\$ 2,794	\$ 2,739
TOTALS		\$ 5,138,912	\$ 1,135,913	\$ 2,021,536	\$ 1,981,462
SUB-TOTALS		\$ 51,529,481	\$ 11,390,155	\$ 20,270,580	\$ 19,868,746
CHECKING ACCOUNT BALANCE		\$ 3,746,562	\$ 828,146	\$ 1,473,816	\$ 1,444,600
GRAND TOTALS		\$ 55,276,043	\$ 12,218,301	\$ 21,744,396	\$ 21,313,346

Investments are in compliance with Policy# 3120 - Investment Policy, and have the ability to meet the next six months of cash flow requirements.

*Please note information presented is current at print time, and may be delayed by approximately 30 days.

ITEM IV.3

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Carie Huff, Associate Engineer

Subject: Acceptance of the Bill of Sale for Sewer Improvements within Spring Valley Phase 2 Village 3 Subdivision

Meeting Date: March 1, 2018

Overview

The Spring Valley Phase 2 Village 3 Subdivision is located in Rocklin north of William Jessup University, at the intersection of University Avenue and Orchid Drive. The Spring Valley Phase 2 Village 3 Subdivision consists of 91 single-family residential homes for a total of 91 EDU's. The Spring Valley Phase 2 Village 3 Subdivision improvements include the following infrastructure:

- Installation of two thousand eight hundred and eighty-one (2,881) linear feet of sanitary sewer pipe;
- Installation of twelve (12) manholes.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Spring Valley Phase 2 Village 3 Subdivision.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage Customers to determine expectations.

Goal 1.2: Establish and meet Service Level(s) by Department.

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

The estimated value of the contributed capital is \$1,356,042.

Attachments:

1. Bill of Sale
2. Map – Spring Valley Phase 2 Village 3 Subdivision
3. Spring Valley Phase 2 Village 3 Asset Inventory

BILL OF SALE

Spring Valley – Rocklin, 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 Spring Valley Phase 2, Village 3.

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 January 30, 2018

By: (Developer/Owner)
SPRING VALLEY – ROCKLIN, L.P.
a Delaware limited liability partnership

By: HHPXX GP, LLC
a Delaware limited liability company

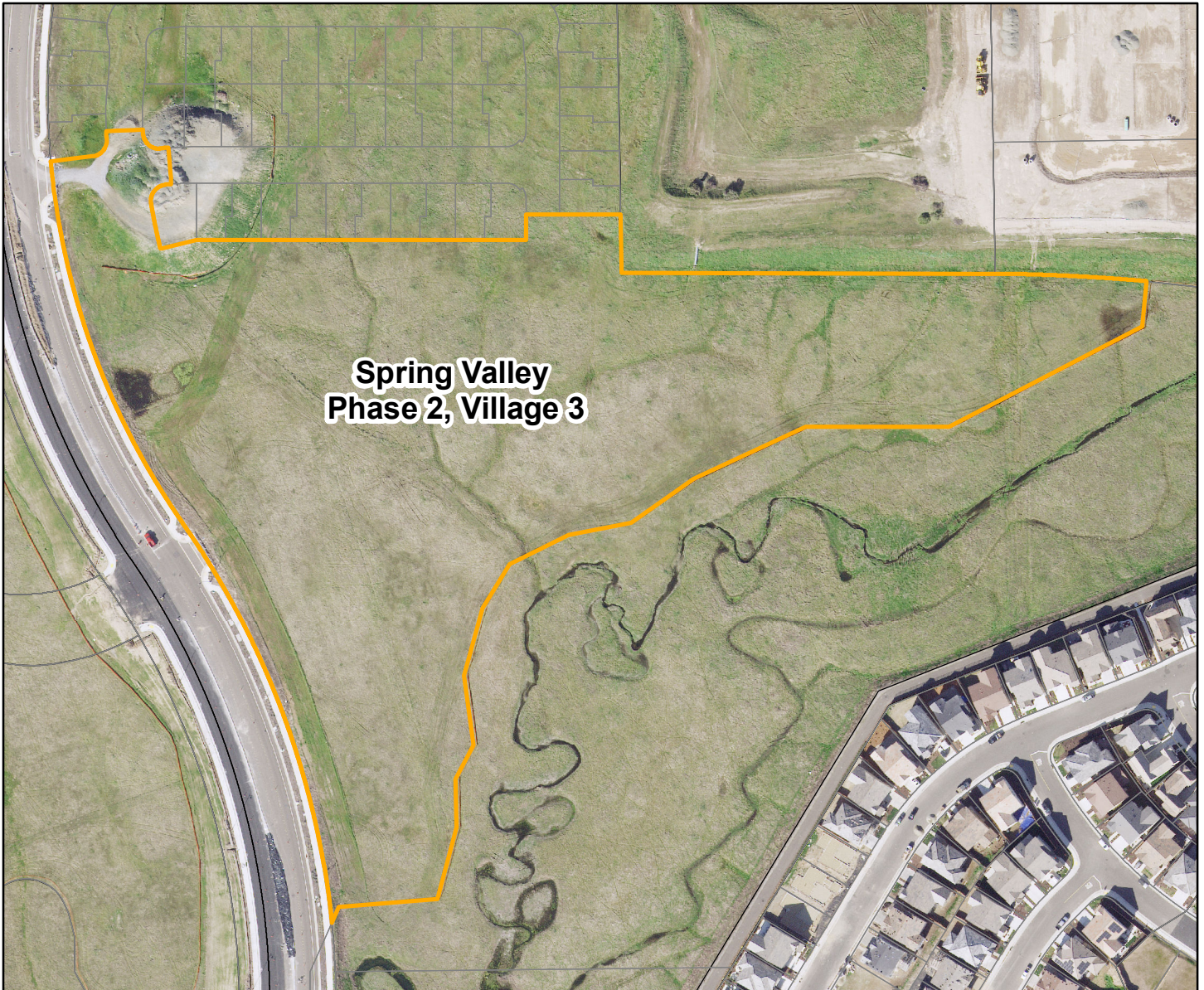
By: Hearthstone Housing Partners XX, LLC
a California limited liability company

By: Hearthstone, Inc.
a California corporation
its Operating Partner



Signature

Steven C. Porath, Senior V. P. – General Counsel



**Spring Valley
Phase 2, Village 3**

0 100 200 Feet
1 in = 200 ft



**Spring Valley
Phase 2, Village 3**

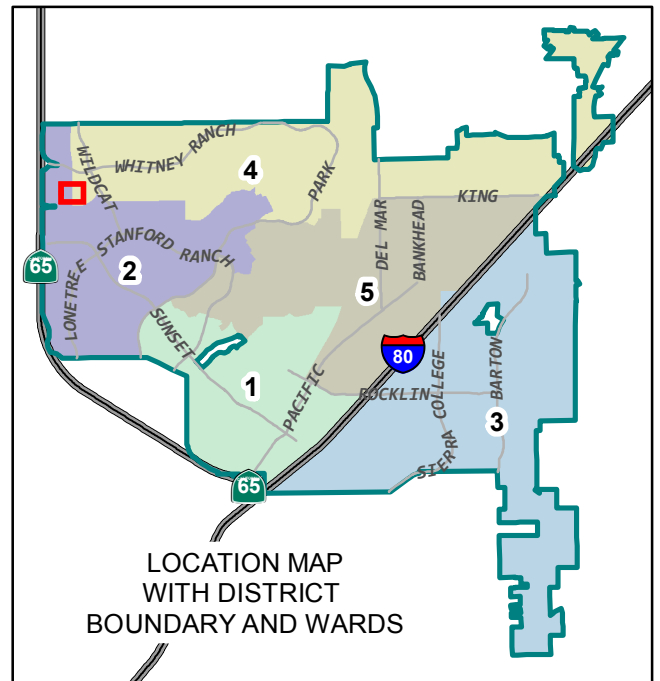
91 EDUs

Date: 2/20/2018

Author: Curtis Little

Document Path:

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LOCATION MAP
WITH DISTRICT
BOUNDARY AND WARDS

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
SPRING VALLEY PHASE 2 VILLAGE 3
ASSET INVENTORY

Pipe ID	Diameter (in)	Material	Length (ft)
N03-107	6	SDR26	284.5
N03-106	6	SDR26	280
N03-110	6	SDR26	183.1
N03-109	6	SDR26	382.9
N03-108	6	SDR26	185
N03-105	6	SDR26	221
N03-104	6	SDR26	190.5
N03-103	6	SDR26	179
N03-101	6	SDR26	100.9
N03-102	6	SDR26	236.9
N03-111	6	SDR26	296.4
N03-112	6	SDR26	227.1
N03-100	8	VCP	97.6

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Carie Huff, Associate Engineer

Subject: Acceptance of the Bill of Sale for Sewer Improvements within Spring Valley Phase 2 Village 4 Subdivision

Meeting Date: March 1, 2018

Overview

The Spring Valley Phase 2 Village 4 Subdivision is located in Rocklin north of William Jessup University, at the intersection of University Avenue and Starflower Lane. The Spring Valley Phase 2 Village 4 Subdivision consists of 60 single-family residential homes for a total of 60 EDU's. The Spring Valley Phase 2 Village 4 Subdivision improvements include the following infrastructure:

- Installation of one thousand two hundred and thirteen (1,213) linear feet of sanitary sewer pipe;
- Installation of six (6) manholes.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Spring Valley Phase 2 Village 4 Subdivision.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage Customers to determine expectations.

Goal 1.2: Establish and meet Service Level(s) by Department.

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

The estimated value of the contributed capital is \$569,162.

Attachments:

1. Bill of Sale
2. Map – Spring Valley Phase 2 Village 4 Subdivision
3. Spring Valley Phase 2 Village 4 Asset Inventory

BILL OF SALE

Spring Valley – Rocklin, 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 Spring Valley Phase 2, Village 4.

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 January 30, 2018

By: (Developer/Owner)
SPRING VALLEY – ROCKLIN, L.P.
a Delaware limited liability partnership

By: HHPXX GP, LLC
a Delaware limited liability company

By: Hearthstone Housing Partners XX, LLC
a California limited liability company

By: Hearthstone, Inc.
a California corporation
its Operating Partner



Signature

Steven C. Porath, Senior V. P. – General Counsel
Name



0 75 150 Feet
1 in = 150 ft



Spring Valley Phase 2, Village 4

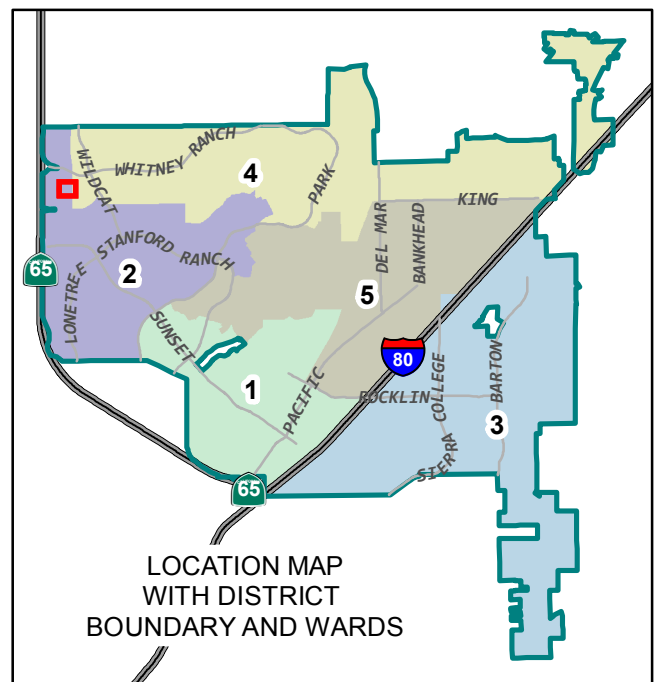
38 EDUs

Date: 2/15/2018

Author: Curtis Little

Document Path:

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**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
SPRING VALLEY PHASE 2 VILLAGE 4
ASSET INVENTORY**

Pipe ID	Diameter (in)	Material	Length (ft)
N03-117	6	SDR26	124.5
N03-116	6	SDR26	276.5
N03-115	6	SDR26	196.2
N03-114	6	SDR26	184.8
N03-113	6	SDR26	408.2

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Sam Rose, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Resolution 18-06 –SPMUD – Newcastle Sewer System Repairs 2018 Contract
Meeting Date: March 1, 2018

Overview

The current budget has a line item for \$200,000 for Newcastle Master Plan Improvements. Staff has identified six (6) projects from the Master Plan for completion this budget.

The District issued an invitation to bid on January 11, 2018 and held a non-mandatory Pre-Bid meeting on January 25, 2018. Sealed bids were due by February 14, 2018. The bid from Precision Earthworks Construction, Inc. was responsive, and it was the apparent low bid. However, the bid amount was almost \$10,000 above the programmed amount. Staff and contractor agreed to omit Project 1 from the contract, which changed the contract amount to \$185,287, which brought the bid amount within budget for this project. The same adjustment was made to the second low bid and the adjusted bid amounts are listed below.

Bidder	(adjusted) Amount
Precision Earthworks Construction, Inc.	\$185,287
Lorang Brothers Construction, Inc.	\$227,812

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 18-06 to authorize the General Manager to:
 - Award the attached contract for services to Precision Earthworks Construction, Inc.
 - File the Notice of Completion upon the District approval of the project
 - Approve Change Orders totaling up to 10% of the Contract Amount.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.
- Goal 3.3: Develop and Implement a Tactical Asset Management program

Fiscal Impact

\$185,287, plus 10% contingency for Change Orders. The costs for this project will be paid for out of Fund 100.

Attachments:

1. Resolution 18-06 – SPMUD – Newcastle Sewer System Repairs 2018 Contract
2. Contract for Services – SPMUD – Newcastle Sewer System Repairs 2018

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 18-06

SPMUD – NEWCASTLE SEWER SYSTEM REPAIRS 2018

WHEREAS, South Placer Municipal Utility District, hereinafter called SPMUD, owns and operates the sewer facilities within the Town of Loomis, City of Rocklin and Communities of Newcastle, Penryn and a portion of Granite Bay, and

WHEREAS, SPMUD competitively bid the work to be performed as required in the Public Contract Code, and

WHEREAS, SPMUD reviewed the bids received and found the bid by Precision Earthworks Construction, Inc. to be the lowest responsive bidder, and

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to:

1. Award the contract to Precision Earthworks Construction, Inc. in the amount of \$185,287 to perform the SPMUD – Newcastle Sewer System Repairs 2018 work:
2. Approve Change Orders totaling up to 10% of the Contract Amount; and
3. File the Notice of Completion upon approval of the project by SPMUD.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of March 2018.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

SECTION 5

CONTRACT FOR SERVICES

SPMUD – Newcastle Sewer System Repairs 2018

THIS CONTRACT is made on this 14th day of February, 2018, between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT ("District") and Precision Earthworks Construction Inc, ("Contractor").

WITNESSETH:

WHEREAS, the District desires to repair portions of its sewer system, and;

WHEREAS, the Contractor has presented a bid for such facility to the District, dated Feb 14th, 2018 (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform the construction of such facility;

NOW, THEREFORE, the parties hereto mutually agree as follows:

5.0 CONTRACT CONSIDERATIONS: Contractor enters into this Contract as an independent Contractor and not as an employee of the District. All employees, agents, Contractors or subcontractors hired or retained by the Contractor are employees, agents, Contractors or subcontractors of the Contractor and not of the District.

Contractor's decision to execute this Contract is based on independent investigation and research of the conditions affecting this Contract and not upon any representations made by the District, its officers, employees or agents.

5.1 SCOPE OF WORK: Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all improvements to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

This work is will be performed on an existing sewer system and is divided into seven (7) projects (See Project Area Descriptions starting on page 25 of this document). Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all repairs to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

- Installation of 14 manholes
- Installation of 25 Cleanouts
- Installation of approximately 177 feet of 4-inch and 6-inch sewer pipe
- Abandon approximately 106 feet of 4-inch and 6-inch pipe and one manhole
- Remove approximately 5 cleanouts

The above tasks will be completed in accordance with drawings, notes, and specifications provided to the Contractor by the District.

5.2 TIME OF PERFORMANCE: The Contractor is to commence upon execution and receipt of this Contract by, and receipt of written Notice to Proceed from, the District, and shall be undertaken and completed by June 15, 2018.

5.3 COMPENSATION: The Contractor shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event, shall total compensation exceed the contract amount without the District's prior written approval.

Said amount shall be paid upon submittal of a monthly billing showing tasks completed and materials provided during the preceding billing period.

If the Work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by the Contract.

5.4 TERMINATION: This Contract may be terminated, without cause, at any time by the District upon thirty (30) days' written notice. In the event of any such termination, the Contractor shall be compensated as provided for in this Contract. Upon such termination, the District shall be entitled to all work created pursuant to this Contract.

5.5 CHANGES: The District or Contractor may, from time to time, request changes in the scope of the contract to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule must be authorized in advance by the District in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract.

5.6 PROPERTY OF DISTRICT: It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the District, and the Contractor shall have no property right therein whatsoever.

5.7 WARRANTY: Contractor warrants that it has the expertise or has experts available to help in the preparation of services as set forth in the contract in a manner consistent with generally accepted standards of Contractor's profession. Contractor further warrants that it will perform said services in a legally-adequate manner in conformance with all applicable Federal, state and local laws and guidelines.

Should any failure of the work occur within a period of one year from the date of acceptance of the project by the District due to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at his expense and to the satisfaction of the District.

5.8 SUBCONTRACTING: None of the services covered by this Contract shall be subcontracted without the prior written consent of the District. Contractor shall be as fully responsible to the District for the acts and omissions of its Contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

5.9 ASSIGNABILITY: Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation without the prior written consent of the District. Provided,

however, that claims for money due or to become due Contractor from the District under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

5.10 PREVAILING WAGES: Pursuant to Section 1773, and following, of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for all work performed on site.

5.11 SAFETY: The Contractor shall be responsible for providing, initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site, including the public, as required by U.S. OSHA and Cal OSHA.

5.12 PROTECTION OF WORK AND PROPERTY: The Contractor shall employ such means and methods to adequately protect the District, and other public and private property against damage. In the event of damage to such property, Contractor shall immediately restore the property to a condition equal to its original condition and bear all costs thereof. During progress of the work the Contractor shall keep the construction site in a clean and orderly condition.

5.13 INDEMNITY AND LITIGATION COSTS: Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence], sole negligence or willful misconduct of the District.

5.14 CONTRACTOR TO PROVIDE INSURANCE: Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the term and performance of this Contract the policies of insurance specified in Section 7 - Exhibit "B", attached hereto and incorporated herein by this reference.

5.15 MISCELLANEOUS PROVISIONS: The Contractor shall designate a project manager who at all times shall represent the Contractor before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he is removed at the request of the District or replaced with the written approval of the District.

Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

This Contract and its Exhibits, the Notice to Bidders, the Bid, General Conditions, Special Provisions, Technical Specifications, any Addenda and the Drawings constitute the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions,

representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to Contractor.

Executed the day and year first above written, by the parties as follows:

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: _____
Herb Niederberger, General Manager

Attest:

By: _____
Joanna Belanger, Secretary to the Board

By: _____
Contractor
Shack Lantz
Title: President

SECTION 2

BID FORM

TITLE

Sealed Bids covering the work described in the attached documents entitled:

SPMUD – Newcastle Sewer System Repairs 2018

are being accepted at the South Placer Municipal Utility District office, located at 5807 Springview Drive, CA 95677. Information may be obtained from the District at (916) 786-8555 during normal business hours. (7:30 a.m. – 4:30 p.m. M-Th, 7:30 a.m. – 3:30 p.m. F)

BID (This section to be completed by bidder.)

DATE: 2-14-18

The undersigned agrees, if this bid is accepted, to complete the work specified in strict accordance with the contract documents by June 15, 2018, for the following amount:

BID: \$ 209781.00 (LUMP SUM)

Amount in words: TWO HUNDRED + NINE THOUSAND + SEVEN HUNDRED + EIGHTY ONE dollars.

This includes all applicable taxes and fees. Bids are to be submitted for the entire work on this Bid Form. The bidder shall attach his Bid Schedule with his bid. Discrepancies between words and figures will be resolved so that the written words shall be binding on the bidder. If this bid shall be accepted and the undersigned shall fail to enter into the contract within 10 business days after the bidder has received notice from the District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such bid security accompanying the acceptance thereof shall operate and same shall be the property of the South Placer Municipal Utility District. The undersigned further agrees, for any contract award resulting from this bid, to furnish evidence of insurance acceptable to the District.

Bidder's comments and exceptions:

Name and address of bidder:

Precision Earthworks Construction Inc
1225 Rancho Verde Lane
Loomis, CA 95650

Handwritten signature of Jack Laus

Authorized signature

Jack Laus - President
Signers name and title (type or print)

Phone No.: 916 997 6630

946122
License No.

Fax No.: 916 652-6990



BID SCHEDULE

SPMUD – Newcastle Sewer System Repairs 2018

ITEM	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	ITEM COST
1	Mobilization - Demobilization	a	1	LS	7350	7350
2	Project Area 1	b, c, d, e, f				
	a. Install Clean Out		4	EA	1295	5180
	b. Install 48" Manhole		2	EA	9657	19314
3	Project Area 3	b, c, d, e, f				
	a. Install 48" Manhole		2	EA	12,077	24,154
	b. Install Clean Out		7	EA	1,875	13,125
	c. Install Lateral		27	LF	271	7,317
4	Project Area 6	b, c, d, e, f				
	a. Install 48" Manhole		2	EA	9,846	19,692
	b. Install Clean Out		2	EA	1,831	3,662
	c. Replace 4" Pipe with 6" Pipe		18	LF	65	1,170
	d. Install 4" Sewer Pipe		16	LF	192	3,072
5	Project Area 11	b, c, d, e, f				
	a. Install 48" Manhole		1	EA	14,675	14,675
	b. Install Clean Out		2	EA	1,686	3,372
	c. Install 4" Lateral		48	LF	114	5,472
	d. Abandon 4" Lateral		16	LF	39	624
6	Project Area 12	b, c, d, e, f				
	a. Install Cleanout		1	EA	1574	1574
7	Project Area 14	b, c, d, e, f				
	a. Install 48" Manhole		6	EA	11,444	68,664
	b. Install Clean Out		7	EA	952	6,664
	c. Install 6" Pipe		8	LF	350	2,800
	d. Abandon 6" Pipe		33	LF	54	1,782
	e. Abandon Clean Out		2	EA	59	118

TOTAL 209,581



NOTES:

- a) This Item shall not exceed 5% of bid amount. District will retain 30% of this Item for Demobilization. Mobilization and Demobilization shall be paid only one time for project.
- b) The Contractor shall furnish all labor, equipment, materials, plant, and supervision to perform all work. Cost of work includes but is not limited to: excavation, asphalt cutting, trench de-watering, backfilling, shoring, compaction, trench resurfacing, sewer bypass operations, confined space entries, traffic control, surface restoration, etc.
- c) Work shall be scheduled in such a way that service will be restored to customers by 5:00 PM each day.
- d) All work is to be completed in accordance with the South Placer Municipal Utility District's Standard Specifications and Improvement Standards for Sanitary Sewers. Specifications can be downloaded at <http://spmud.ca.gov/developer-resources/standards-specifications/>
- e) Surface Restoration is considered to be included in the unit costs included in the Bid Schedule. This will generally include asphalt, concrete and landscaped surfaces. Private property shall be returned to its pre-construction condition.
- f) All abandoned materials and any soil or other materials encountered that are deemed unsuitable to be used for this project are to be disposed of by contractor at his expense.

** See Project Area Descriptions, starting on page 25, for additional information.

All other items and incidentals that are required to complete this job and provide a fully functioning system in accordance with the plans and specifications are considered to be included in the items in the Bid Schedule and no additional compensation will be made by the District.

The estimated quantities listed are for bid purposes only. Compensation for these bid items shall be for actual quantities at the firm (unit cost) bid rates.

All other items and incidentals that are required to complete this job and provide a fully functioning structure in accordance with the plans and specifications are considered to be included in the items in the Bid Schedule and no additional compensation will be made by the District.

ADDENDA: Bidder hereby acknowledges that it has received Addenda Nos. 1, _____, _____, _____, _____, _____ (Bidder shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

SECTION 3

LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor, required to be listed by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications, to whom the Bidder proposes to subcontract portions of the work. *The California Contractor License Designation and number shall be included for all subcontractors doing work in excess of \$5,000.*

Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
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Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	

SECTION 4

COMPLIANCE STATEMENTS

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

LABOR CODE § 1773

Wage Rates: Bidders are hereby notified that California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract.

GOVERNMENT CODE § 12990

Nondiscrimination Compliance: This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

PUBLIC CONTRACTS CODE, STATE OF CALIFORNIA § 22300

Retention: This Contract will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the District to ensure performance under the Contract; or, alternately, the Contractor may request that the District make payments of retentions earned directly to an escrow agent, at the expense of the Contractor. The form of escrow agreement and securities eligible for investment shall be governed by said Section 22300.

WORKER'S COMPENSATION CERTIFICATION

I, JACK LAWS, make the following certification in accordance with the requirements of California Labor Code Section 1861: I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work of this contract.

DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR CODE SECTION 1725.5

No contractor or subcontractor may be listed on a bid proposal for a public works project exceeding \$25,000 (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Public Contractor Registration NOT required when the prime contract does not exceed \$25,000 for construction, alteration, demolition, installation or repair, or \$15,000 for maintenance work.

Notes: All the above Statements, Questionnaire, and Non-Collusion Affidavit are all a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements, Questionnaire, and Non-Collusion Affidavit. Bidders are cautioned that making false certifications may subject the certifier to criminal prosecution.



South Placer MUD
 5807 Springview Dr.
 Rocklin, CA 95677
 916-786-8555

Receipt Number: R00072457

Cashier Name: Lynn Montes
 Terminal Number: 4

Receipt Date: 2/20/2018 10:30:29 AM

Tran. Code: MISC - MISCELLANEOUS REVENUE

Description: Performance Bond-Cashiers Check \$21,000.00

Payment Method: CHECK

Reference: Perf Bond/Newc Rprs

Total Amount Applied: \$21,000.00


Amount: \$21,000.00

Total Payment Received: \$21,000.00

Change: \$0.00

GL Distribution:	Account Number	Account Name	Amount
	100-44600	MISCELLANEOUS REVENUE	21,000.00
Total Distribution Amount:			21,000.00

Newcastle Sewer System Repairs

usbank	CASHIER'S CHECK	No. 3831509807	90-3582
			1222
DATE: FEBRUARY 14, 2018			
PAY	TWENTY ONE THOUSAND DOLLARS AND 00 CENTS		
		\$	21,000.00
TO THE ORDER OF:	SOUTH PLACER MUNICIPAL UTILITY DISTRICT		
PURPOSE/REMITTER:	PRECISION EARTHWORKS CONSTRUCTION		
Location:	3831 Loomis		
U.S. Bank National Association Minneapolis, MN 55480		 AUTHORIZED SIGNATURE	

⑈ 3831509807 ⑈ ⑆ 122235821 ⑆ 153410023953 ⑈

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Sam Rose, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Resolution 18-07 –SPMUD – CIPP Pipe Liner Program 2018 Contract
Meeting Date: March 1, 2018

Overview

The current budget has a line item for System Rehabilitation. Staff has identified fifteen (15) mainline pipe segments to be rehabilitated this during this budget.

The District issued an invitation to bid on January 22, 2018 and held a non-mandatory Pre-Bid meeting on January 30, 2018. Sealed bids were due by February 15, 2018. The bid from Insituform Technologies, LLC. was the apparent low bid. Staff’s review found the bid from Insituform Technologies, LLC. was responsive. The bid amount was within budget for this project.

Bidder	Amount
Insituform Technologies, LLC	\$344,002
Express Sewer and Drain, Inc.	\$374,884
Michels Corporation	\$507,167
SAK Construction, , LLC	\$680,638

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 18-07 to authorize the General Manager to:
 - Award the attached contract for services to Insituform Technologies, LLC
 - File the Notice of Completion upon the District approval of the project
 - Approve Change Orders totaling up to 10% of the Contract Amount.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.
- Goal 3.3: Develop and Implement a Tactical Asset Management program

Fiscal Impact

\$344,002, plus 10% contingency for Change Orders. The costs for this project will be paid for out of Fund 400.

Attachments:

1. Resolution 18-07 – SPMUD – CIPP Pipe Liner Program 2018 Contract
2. Contract for Services – SPMUD – CIPP Pipe Liner Program 2018

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 18-07

SPMUD – CIPP PIPE LINER PROGRAM 2018

WHEREAS, South Placer Municipal Utility District, hereinafter called SPMUD, owns and operates the sewer facilities within the Town of Loomis, City of Rocklin and Communities of Newcastle, Penryn and a portion of Granite Bay, and

WHEREAS, SPMUD competitively bid the work to be performed as required in the Public Contract Code, and

WHEREAS, SPMUD reviewed the bids received and found the bid by Insituform Technologies, LLC to be the lowest responsive bidder, and

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to:

1. Award the contract to Insituform Technologies, LLC in the amount of \$344,002 to perform the SPMUD – CIPP Pipe Liner Program 2018 work:
2. Approve Change Orders totaling up to 10% of the Contract Amount; and
3. File the Notice of Completion upon approval of the project by SPMUD.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of March 2018.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

SECTION 5

CONTRACT FOR SERVICES

SPMUD CIPP Pipe Liner Program 2018

THIS CONTRACT is made on this ____ day of _____, 2018, between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT ("District") and, INSITUFORM TECHNOLOGIES, LLC ("Contractor").

WITNESSETH:

WHEREAS, the District desires to rehabilitate portions of its sewer collection system piping, within the District, by the Cured-In-Place-Pipe (CIPP) method. (See Sheet P-1, Pipe Lining List Detail), and;

WHEREAS, the Contractor has presented a bid for such to the District, dated 2/15/2018, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform the construction of such facility;

NOW, THEREFORE, the parties hereto mutually agree as follows:

5.0 CONTRACT CONSIDERATIONS: Contractor enters into this Contract as an independent Contractor and not as an employee of the District. All employees, agents, Contractors or subcontractors hired or retained by the Contractor are employees, agents, Contractors or subcontractors of the Contractor and not of the District.

Contractor's decision to execute this Contract is based on independent investigation and research of the conditions affecting this Contract and not upon any representations made by the District, its officers, employees or agents.

5.1 SCOPE OF WORK: Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all improvements to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

1. Install 8-inch CIPP liner in 1 mainline segment totaling approximately 306' lineal feet.
2. Install 10-inch CIPP liner in 1 mainline segment totaling approximately 401 lineal feet.
3. Install 12-inch CIPP liner in 13 mainline segments totaling approximately 4,205'
4. Reinstate (9) 4-inch lateral openings.
5. Install Lateral Connection Seal at (9) 4-inch laterals

The above tasks shall be completed in accordance with drawings, notes, plans and specifications provided to the Contractor by the District. The District reserves the right to increase and/or decrease quantities at its discretion.

5.2 TIME OF PERFORMANCE: The Contractor is to commence, as soon as possible, upon execution and receipt of this Contract by, and receipt of written Notice to Proceed from, the District, and shall be undertaken and completed no later than June 15, 2018. Segments not completed during this timeframe may be removed from the contract at the discretion of the District.

5.3 COMPENSATION: The Contractor shall be paid monthly for the actual liners installed, with pipe end-seals and lateral reinstatements, fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed the contract amount without the District's prior written approval.

Said amount shall be paid upon submittal of a monthly billing showing tasks completed and quantities installed during the preceding billing period.

If the Work is halted at the request of the District, compensation shall be based upon the proportion that the work performed bears to the total work required by the Contract.

5.4 TERMINATION: This Contract may be terminated, without cause, at any time by the District upon thirty (30) days' written notice. In the event of any such termination, the Contractor shall be compensated as provided for in this Contract. Upon such termination, the District shall be entitled to all work created pursuant to this Contract.

5.5 CHANGES: The District or Contractor may, from time to time, request changes in the scope of the contract to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation and/or changes in the schedule must be authorized in advance by the District in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract.

5.6 PROPERTY OF DISTRICT: It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the District, and the Contractor shall have no property right therein whatsoever.

5.7 WARRANTY: Contractor warrants that it has the expertise or has experts available to help in the preparation of services as set forth in the contract in a manner consistent with generally accepted standards of Contractor's profession. Contractor further warrants that it will perform said services in a legally-adequate manner in conformance with all applicable Federal, state and local laws and guidelines.

Should any failure of the work occur within a period of one year from the date of acceptance of the project by the District due to faulty materials, poor workmanship, or defective equipment, the

Contractor shall promptly make the needed repairs at his expense and to the satisfaction of the District.

5.8 SUBCONTRACTING: None of the services covered by this Contract shall be subcontracted without the prior written consent of the District. Contractor shall be as fully responsible to the District for the acts and omissions of its Contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

5.9 ASSIGNABILITY: Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation without the prior written consent of the District. Provided, however, that claims for money due or to become due Contractor from the District under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the District.

5.10 PREVAILING WAGES: Pursuant to Section 1773, and following, of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for all work performed on site.

5.11 SAFETY: The Contractor shall be responsible for providing, initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site, including the public, as required by U.S. OSHA and Cal OSHA.

5.12 PROTECTION OF WORK AND PROPERTY: The Contractor shall employ such means and methods to adequately protect the District, and other public and private property against damage. In the event of damage to such property, Contractor shall immediately restore the property to a condition equal to its original condition and bear all costs thereof. During progress of the work the Contractor shall keep the construction site in a clean and orderly condition.

5.13 INDEMNITY AND LITIGATION COSTS: Contractor shall indemnify, defend, and hold harmless the District, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence], sole negligence or willful misconduct of the District.

5.14 CONTRACTOR TO PROVIDE INSURANCE: Contractor shall not commence any work before obtaining and shall maintain in force at all times during the term and performance of

this Contract the policies of insurance specified in Section 7 - Exhibit "B", attached hereto and incorporated herein by this reference.

5.15 MISCELLANEOUS PROVISIONS: The Contractor shall designate a project manager who at all times shall represent the Contractor before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he is removed at the request of the District or replaced with the written approval of the District.

Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

This Contract and its Exhibits, the Notice to Bidders, the Bid, General Conditions, Special Provisions, Technical Specifications, Plans, any Addenda and the Drawings constitute the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to Contractor.

Executed the day and year first above written, by the parties as follows:

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: _____
Herb Niederberger, General Manager

Attest:

By: _____
Joanna Belanger, Secretary to the Board

Contractor

By: _____

Title: _____

SECTION 2

BID FORM

TITLE

Sealed Bids covering the work described in the attached documents entitled:

SPMUD CIPP Pipe Liner Program 2018

are being accepted at the South Placer Municipal Utility District office, located at 5807 Springview Drive, CA 95677. Information may be obtained from the District at (916) 786-8555 during normal business hours. (8:00 a.m. – 4:30 p.m. M-Th, 7:00 a.m. – 3:30 p.m. F)

BID (This section to be completed by bidder.) **DATE:**

The undersigned agrees, if this bid is accepted, to complete the work specified in strict accordance with the contract documents by June 15, 2018, for the following amount:

BID: \$ 344,002.00 (TOTAL SUM)

Amount in words: Three hundred forty four thousand,
two dollars and zero cents dollars

This includes all applicable taxes and fees. Bids are to be submitted for the entire work on this Bid Form. The bidder shall attach his Bid Schedule with his bid. Discrepancies between words and figures will be resolved so that the written words shall be binding on the bidder. If this bid shall be accepted and the undersigned shall fail to enter into the contract within 10 business days after the bidder has received notice from the District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such bid security accompanying the acceptance thereof shall operate and same shall be the property of the South Placer Municipal Utility District. The undersigned further agrees, for any contract award resulting from this bid, to furnish evidence of insurance acceptable to the District.

Bidder's comments and exceptions:

BIDDER INFORMATION

Name and address of bidder:
Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005

Phone No.: 636-530-8000

Fax No.: 636-530-8701

Whittney Schulte
Authorized signature

Whittney Schulte, Contracting & Attesting Officer
Signers name and title (type or print)

758411
License No.

BID SCHEDULE

SPMUD CIPP Pipe Liner Program 2018

ITEM	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	ITEM COST
1	Mobilization - Demobilization	a	1	L.S.	\$12,500.00	\$12,500.00
2	Installation of 8-inch liner	b, e, f	306	L.F.	\$39.00	\$11,934.00
3	Installation of 10-inch Liner	b, e, f, g	401	L.F.	\$46.00	\$18,446.00
4	Installation of 12-inch Liner	b, e, f	4,968	L.F.	\$54.00	\$268,272.00
5	Lateral Reinstatement	c, d, f	9	EA.	\$225.00	\$2025.00 2025.
6	Install Lateral Connection Seal	d, f,	9	EA	\$2349.00	\$21,141.00
7	Remove Ex. CIPP Patch	g	18	L.F.	\$538.00	\$9684.00
TOTAL						\$344,002.00

NOTES:

- a) This Item shall not exceed 5% of bid amount. District will retain 30% of this Item for Demobilization. Mobilization and Demobilization shall be paid only one time for project.
- b) Cost of work includes but is not limited to: Pipe End Seals; Bypass Operations; Traffic Control; Confined Space Entry, CCTV Inspection, sewer pipe cleaning, Encroachment Permits and Water for Construction.
- c) Cost of work is for 4-inch lateral reinstatements and includes but is not limited to, work equipment and materials necessary to provide a smooth finish, which matches the contour and size of existing lateral opening. Over-cutting of lateral reinstatements or any damage caused to the liner as a result of the lateral reinstatement process shall be rectified to the satisfaction of the District.
- d) Work shall be scheduled in such a way that all laterals are returned to service no later than 5:00 PM.
- e) Pipe End Seal work shall be performed while bypass operations are in place. Pipe End Seal material shall be approved by the District and designed to cure in wet conditions.
- f) Refer to Table A and Exhibit A for further detail. The Item Number in Table A correlates to the Number callouts in Exhibit A.
- g) Mainline Segment M12-048 - there is a CIPP Pipe Patch, approximately 18 feet in length, located at the end of the segment, to be removed prior to liner installation, at the discretion of the contractor, to ensure proper installation of the CIPP Liner.

All other items and incidentals that are required to complete this job and provide a fully functioning liner in accordance with the plans and specifications are considered to be included in the items in the Bid Schedule and no additional compensation will be made by the District.

The estimated quantities listed are for bid purposes only. Compensation for these bid items shall be for actual quantities at the firm (unit cost) bid rates.

ADDENDA: Bidder hereby acknowledges that it has received Addenda Nos. 1, 2, _____, _____, _____ (Bidder shall insert number of each Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and Bidder further agrees that this Bid includes impacts resulting from said Addenda.

SECTION 3

LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor, required to be listed by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the State Standard Specifications, to whom the Bidder proposes to subcontract portions of the work. *The California Contractor License Designation and number shall be included for all subcontractors doing work in excess of \$5,000.*

Name: <i>Natl Plant Services</i>	License Designation / Nbr.: <i>351503 A</i>
Address: <i>1461 Harbor Ave Long Beach CA</i>	
% of Work Subcontracted per Bid Item: <i>cleaning and television</i> <i>10%</i>	
Description of Portion of Work Subcontracted w/Applicable Bid Items: <i>cleaning and TV</i>	
Name: <i>Robotic sewer solutions</i>	License Designation / Nbr.: <i>968766 A</i>
Address: <i>1111 Foothill Blvd. La Canada, CA 91011</i>	
% of Work Subcontracted per Bid Item: <i>6%</i>	
Description of Portion of Work Subcontracted w/Applicable Bid Items: <i>Item 6 Lateral Lining</i>	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	
Name:	License Designation / Nbr.:
Address:	
% of Work Subcontracted per Bid Item:	
Description of Portion of Work Subcontracted w/Applicable Bid Items:	

SECTION 4

COMPLIANCE STATEMENTS

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

None

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

LABOR CODE § 1773

Wage Rates: Bidders are hereby notified that California Director of Industrial Relations has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. It shall be mandatory for Contractor and any subcontractor under him to pay not less than the said specified rates to laborers and workmen employed by them in the execution of the Contract.

GOVERNMENT CODE § 12990

Nondiscrimination Compliance: This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

PUBLIC CONTRACTS CODE, STATE OF CALIFORNIA § 22300

Retention: This Contract will contain provisions permitting the successful bidder to substitute securities for any moneys withheld by the District to ensure performance under the Contract; or, alternately, the Contractor may request that the District make payments of retentions earned directly to an escrow agent, at the expense of the Contractor. The form of escrow agreement and securities eligible for investment shall be governed by said Section 22300.

WORKER'S COMPENSATION CERTIFICATION

I, Whittney Schulte, Contracting & Attesting Officer, make the following certification in accordance with the requirements of California Labor Code Section 1861: I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing performance of the work of this contract.

DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR CODE SECTION 1725.5

No contractor or subcontractor may be listed on a bid proposal for a public works project exceeding \$25,000 (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Public Contractor Registration NOT required when the prime contract does not exceed \$25,000 for construction, alteration, demolition, installation or repair, or \$15,000 for maintenance work.

Notes: All the above Statements, Questionnaire, and Non-Collusion Affidavit are all a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements, Questionnaire, and Non-Collusion Affidavit. Bidders are cautioned that making false certifications may subject the certifier to criminal prosecution.



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

INSITUFORM TECHNOLOGIES, LLC
17988 Edison Avenue
Chesterfield, MO 63005

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Mail Notices To:

Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BOND AMOUNT: Ten Percent of the Amount Bid ----- dollars (\$ 10% of Amount Bid)

PROJECT: SPMUD Pipe Liner Program 2018

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of February, 2018.



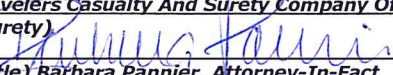
(Witness) Laura M. Andreski
Contracting & Attesting Officer

INSITUFORM TECHNOLOGIES, LLC
(Principal)  *(Seal)*

(Title) Whitney Schulte, Contracting & Attesting Officer



(Witness) Amanda L. Williams, Witness

Travelers Casualty And Surety Company Of America
(Surety)  *(Seal)*

(Title) Barbara Pannier, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ^{Missouri} ~~California~~

County of St. Louis

On February 15, 2018 before me, Amanda L. Williams, Notary Public
(Here insert name and title of the officer)

personally appeared Barbara Pannier, Attorney-In-Fact

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.

Amanda L. Williams
Signature of Notary Public Amanda L. Williams, Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 2/15/18

Travelers Casualty and Surety Company of America
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

State of Missouri
County of St. Louis

On 2/15/2018, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Barbara Pannier known to me to be Attorney-in-Fact of

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Amanda L. Williams
Amanda L. Williams, Notary Public



My Commission Expires: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Barbara Pannier**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15** day of **February**, 2018



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ Missouri

County of St. Louis

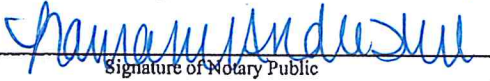
On 15 February 2018 before me, Laura Andreski, Notary Public,
(Here insert name and title of the officer)

personally appeared Whittney Schulte, Contracting & Attesting Officer,

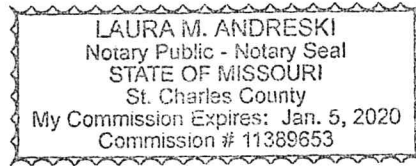
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument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

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p>_____</p> <p>(Title or description of attached document)</p> <p>_____</p> <p>(Title or description of attached document continued)</p> <p>Number of Pages _____ Document Date _____</p> <p>_____</p> <p>(Additional information)</p>
--

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p>_____</p> <p>(Title)</p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--

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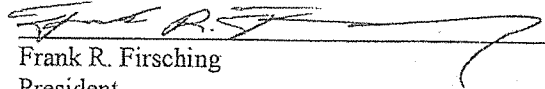
INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: September 20, 2017


Frank R. Firsching
President

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Herb Niederberger, General Manager
Cc: Joanna Belanger, Administrative Services Manager
Subject: Fiscal Year 16/17 Audit Report – Additions/Corrections to Report
Meeting Date: March 1, 2018

Overview

On February 1, 2018, staff and representatives from the certified public accounting firm Mann, Urrutia & Nelson LLP presented the independent Audit of the District’s Financial Statements for the fiscal year ended June 30, 2017.

The report concluded that upon audit, there is a reasonable basis for an unqualified opinion and that the District’s financial statements are fairly presented in conformity with GAAP (unqualified opinion is defined as appropriately presented financial records). The Auditors report stated that there are no material weaknesses, no compliance exceptions and no significant deficiencies that are required to be reported under Government Auditing Standards. The Auditor did note in their findings several recommendations for strengthening internal controls in addition to utilizing the services of a Certified Public Accountant to assist with bank reconciliation and monthly general ledger review. The Department have instituted the Auditors recommendations.

During the presentation, several Board of Directors sought clarification of some of the financial statements. Staff was directed to return to the Board of Directors with an addendum listing additions and corrections to the originally submitted FY 16/17 Audited Financial Statements report. The Board of Directors accepted the FY 16/17 Audited Financial Statements pending the submission of these additions and corrections.

The SPMUD Fiscal Year 2016/17 Audit Report, Additions and Corrections, March 1, 2018, is attached hereto for the Boards acceptance.

Recommendation

Staff recommends that The Board of Directors accept the SPMUD Fiscal Year 2016/17 Audit Report, Additions and Corrections, March 1, 2018. Staff will amend the Financial Statements for publishing on the Districts webpage.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:
Goal 1.3: Build Business efficiencies

Goal 2.2: Maintain compliance with pertinent regulations
Goal 2.4: Maintain transparency with all District activities

Related District Ordinances and Policies

Policy # 4048 – District General Counsel & Auditor

Policy # 3115 – Fixed Asset Capitalization & Accounting Control

Fiscal Impact

The Audit report concludes that District funds are being spent appropriately and as intended by the Board.

Attachment: SPMUD Fiscal Year 2016/17 Audit Report, Additions and Corrections,
March 1, 2018

**SPMUD FISCAL YEAR 16/17 AUDIT REPORT
 ADDITIONS & CORRECTIONS
 March 1, 2018**

Additions and Deletions are shown in **red**.
 Editorial Notes are shown in *italics*

**MUN CPAs, Letter to the Board of Directors. Jan 4, 2018
 Attachment B
 Clarification for Audit Adjustments**

Effect – Increase (Decrease)

<u>Description</u>	<u>Assets</u>	<u>Liabilities</u>	<u>Equity</u>	<u>Revenue</u>	<u>Expense</u>
<u>Current Year Differences</u>					
To roll prior year transfers and unrealized Gains/losses into retained earnings			\$193,106	(\$14,702,157)	(\$14,509,051)
Entry to book effect of prior auditor adjustments not recorded		(\$188,700)	\$91,307	\$90,030	(\$7,363)
To record unrecorded liability	\$214,120	\$214,120			
Total Income Statement Effect				<u>(\$14,612,127)</u>	<u>(\$14,516,414)</u>
Balance Sheet Effect	<u>\$214,120</u>	<u>\$25,420</u>	<u>\$284,413</u>		

Clarifying Note: The adjustment “To roll prior year transfers and unrealized Gains/Losses into retained earnings” is an entry that the Auditor made. However, the District made the correction by changing the classification of certain accounts from Statement of Net Position to Statement of Revenues, Expenses, and changes in Net Position. (Tyler defaults the Chart of Accounts to private entity reporting). These accounts are Unrealized Gains and Losses, and Transfers between funds.

**Transmittal Letter, Jan 4, 2018
 Pg. ii
 Corrected Typographical error**

“In the 1980’s, the name changed to South Placer Municipal Utility District to ~~refl-ect~~ **reflect** its larger service area”.

“including conducting ethics training for all ~~city council~~ District Board members”

MD&A

Pg. 6

Replaced Table #3 Revenue and replaced narrative sentence

Revenue received from Sewer Participation charges increased approximately \$3.2 Million over the previous year due to increased development activities within the District boundaries. On February 4, 2016, the District adopted a strategy for the investment of District funds ~~that resulted in a significant increase in the rate of return (reported as interest in Table 3) on District funds.~~ Total SPMUD revenue reported for FY 2016/17 showed an increase of \$3.11 Million (22%) over the previous year, ~~due primarily to increases in development and the resulting increase in the collection of Sewer Participation Fees.~~ The Loan Repayment for NSD – PRSC (Project Related Service Charges) is included in Sewer Service Charges and reported as \$196,175 for FY 16/17.

(Revised) Table 3: Revenue reflects the Statement of Revenues from the Financial Statement. Interest Income for District investments is included within the balance of each Investment instrument as noted under Note 2. of the Financial Statements.

Table 3: Revenue

OPERATING REVENUES	FISCAL YR 2015/16	FISCAL YR 2016/17	% Change over Previous
SEWER SERVICE CHARGES REVENUES	\$ 10,911,091	\$ 11,196,600	2.6%
PERMITS, PLAN CHECK FEES & INSPECTIONS	\$ 443,885	\$ 475,524	7.1%
PROPERTY TAXES	\$ 790,587	\$ 874,218	10.6%
INTEREST INCOME	\$ 632,484	\$ 764,133	20.8%
UNREALIZED GAINS & LOSSES	\$ 193,120	\$ (571,108)	-395.7%
GAIN/LOSS ON SALE FIXED ASSET DISPOSAL	\$ -	\$ (27,186)	NA
SEWER PARTICIPATION FEES	\$ 1,443,773	\$ 4,700,227	225.6%
INTEREST EXPENSE	\$ (122,564)	\$ (120,912)	-1.3%
TOTAL SPMUD REVENUE	\$ 14,292,376	\$ 17,291,496	

Note regarding Interest Income from Investments

One of the ways that the District manages its exposure to interest rate risk is by purchasing a combination of shorter and longer-term investments and by timing cash flows from maturities so

that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for District operations. During the year investments experienced gains and losses, the following table shows the net interest earned for each investment type.

Balance of Investments 06/30/17:

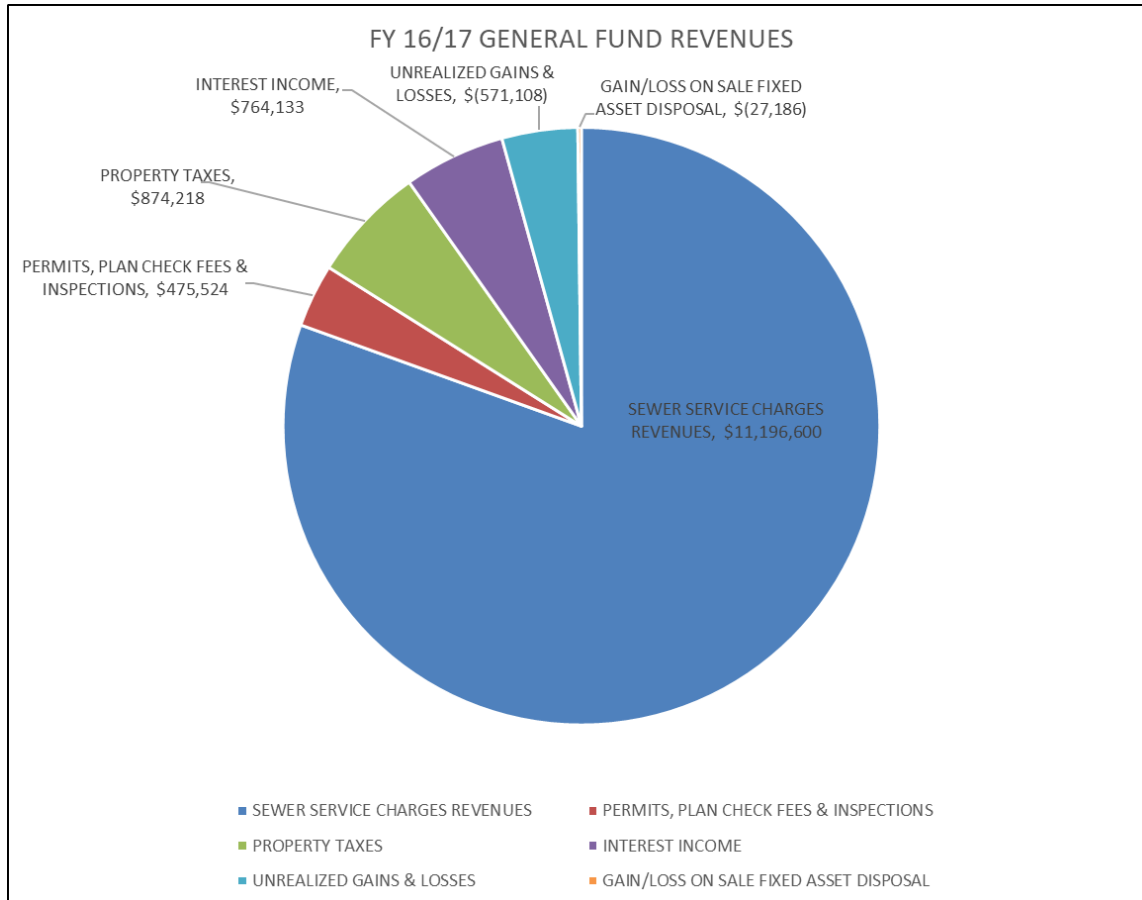
Investment	FY 16/17 Interest Earned	Balance 06/30/17
Wells Fargo Fixed Income Securities & Money Market Mutual Funds	\$312,904	\$22,011,525
Local Agency Investment Fund (LAIF)	\$37,333	\$5,042,235
Caltrust Investments	\$207,482	\$19,181,657
Placer County Treasury Investments	\$68,054	\$5,094,193
TOTAL	\$625,775	\$51,329,612

MD&A

Pg. 7 & 8

Replaced Figure of Revenues

The revised Figure corresponds with the revised table from page 6



MD&A

Pg. 12

Removed sentence from Revenues in the Economic Factors and Fiscal Year 2017/18 Budget Overview section

Revenue: The Economic forecast for growth within the District’s service area boundaries looks favorable. There is now a backlog of development proposals under review which should allow the District to add an additional 500 EDUs during the next fiscal year. The Federal Government has kept its benchmark interest rate at a range between zero and one-quarter percent and this will continue to depress interest income received on investments. The District will be reviewing its investment policy to enhance revenue potential through diversification of the investment portfolio. ~~Accounting for all revenue sources indicates that revenues will continue to be flat.~~

MD&A

Pg. 14

Removed sentence from 2017/18 Budget Review narrative

Capital: The District anticipates increased capital facility construction in the coming years with the installation of the Foothill Trunk and the Loomis Basin Diversion Trunk. The District has sufficient funds available to construct these facilities on a pay-as-you-go and does not anticipate the need to secure debt to finance these upcoming projects. ~~The District will be drawing down some of these reserves in future years to fund these ongoing construction projects and to conform with the District’s adopted reserve policy.~~ A summary of the FY 17/18 Budget Review Capital Projects is shown in Table 8.

Required supplemental Information

Pg. 40

Schedule of Funding Progress for Other Post Employment Benefits (OPEB)

<u>Valuation Date</u>	<u>Accrued Liabilities (AL)</u>	<u>Actuarial Value of Assets (AVA)</u>	<u>Unfunded Liabilities (UL)</u>	<u>Funded Ratio (AVA/AL)</u>	<u>Annual Covered Payroll</u>	<u>UL As a % of Payroll</u>
7/1/11	\$3,062,219	\$2,729,321	\$332,898	89.1%	\$1,387,068	24.0%
7/1/13	\$3,496,648	\$3,181,069	\$315,579	91.1%	\$1,425,554	22.1%
7/1/15	\$5,835,955	\$4,057,846	\$1,778,109	69.5%	\$1,725,708	102.6%

~~An Actuarial Valuation report was completed in 2015 by the Districts Actuary, Bickmore. The explanation of the increases to the Actuarial Accrued Liability between July 1, 2013 and July 1, 2015 is as follows:~~

~~“In comparing results shown in the exhibit above, we can see that the Unfunded Actuarial Accrued Liability (UAAL) increased by about \$1,455,000 between July 1, 2013 and July 1, 2015. Over this period, however, we anticipated changes, such as: additional costs accruing for active employees, present values increasing for the passage of time, some benefits paid to retirees, additional contributions, and earnings on trust assets. From that expected activity, we expected the UAAL to~~

increase by \$5,000, from \$316,000 to \$321,000. Thus, the actual UAAL is \$1,450,000 higher than expected. This decrease is primarily a result of the following:

- A \$169,000 increase in the AAL due to a change in discount rates used to develop the OPEB liability, from 7.61% to 7.28%;
- A \$1,063,000 increase in the AAL to begin recognizing the implicit subsidy of medical coverage for current and future retirees prior to becoming eligible for Medicare; in developing this liability, we added assumptions regarding expected claims cost by age and gender as well as expected future increases in medical premiums;
- A \$91,000 increase in the AAL due to revised assumptions for retirement and other termination (withdrawal) prior to retirement, based on the 2014 CalPERS retirement plan experience study covering District employees; we also updated our projection of future improvements in mortality, based on recent actuarial studies, which results in longer retiree life expectancies; and
- A \$127,000 increase in the UAAL from plan experience relative to prior assumptions. Plan experience includes factors such as changes in plan membership, retiree elections and changes in medical premiums and limits on benefits other than previously projected plus a small amount from the addition of new employees hired since the prior valuation;
- Plan experience also includes asset performance relative to the expected contributions and rate of return. Actual plan assets were about \$68,000 higher than we projected, primarily because the actual return on plan assets of 8.59% per year exceeded the 7.61% expected return per year.”

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Resolution #18-08 - 3264 Taylor Road Refund Agreement

Meeting Date: March 1, 2018

Overview

The development of 3264 Taylor Road in Loomis required the construction of an 8-inch sewer to serve the project. The District will enter into a refund agreement since the owner/applicant constructed sewers that will benefit properties not participating in the original cost of construction. Construction of the 8-inch sewer will provide properties along the alignment an opportunity to connect to public sewer. The agreement will require properties that connect to the 8-inch sewer to pay a pro-rated share, as defined in the agreement, of the cost to construct the sewer improvements.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 18-08 to authorize the General Manager to execute the refund agreement for the 8-inch sewer to 3264 Taylor Road.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

- Goal 1.1: Engage Customers to determine expectations.
- Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

There is no significant fiscal impact to the District. The refund agreement value of the contributed capital is estimated at \$172,473. Properties along the extension of the 8-inch sewer will pay a pro-rated share of the cost of construction of the 8-inch sewer at the time that improvement plans for those properties are approved.

Attachments:

1. Resolution 18-08 – Authorization to Execute the 3264 Taylor Road Refund Agreement
2. 3264 Taylor Road Sewer Refund Agreement

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 18-08

AUTHORIZATION TO EXECUTE THE 3264 TAYLOR ROAD REFUND AGREEMENT

WHEREAS, it is necessary that sanitary wastewater facilities be installed to provide wastewater disposal services to the project, commonly known as 3264 Taylor Road, Town of Loomis, County of Placer, State of California; and

WHEREAS, the District certifies that the sewer pipe capacity, size, and location is adequate to carry design flow from the entire tributary area as determined by the General Manager; and

WHEREAS, the District deems it necessary that wastewater facilities be constructed which will be, or can be, used for the benefit of property not participating in the cost of construction of said facilities; and

WHEREAS, the contracting party is willing to construct and install the wastewater facilities, as hereinafter described, at its own expense, and thereafter dedicate said facilities to District for a public use, in return for partial reimbursement therefore pursuant to the terms and conditions of this agreement; and

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

1. the attached refund agreement is adopted in its entirety;
2. the General Manager, or his designee, is hereby authorized as the District's Agent to implement the purpose and requirements of the refund agreement and will administer the attached refund agreement in consultation with the Districts Legal Counsel.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of March 2018.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____

Joanna Belanger, Board Secretary Page 61 of 101

3264 Taylor Road
REFUND AGREEMENT

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
MASSIE FAMILY TRUST

This agreement is made and entered into this _____ day of _____, 2018 by and between SOUTH PLACER MUNICIPAL UTILITY DISTRICT, a public agency, hereinafter referred to as District, and MASSIE FAMILY TRUST, hereinafter referred to as Developer.

WITNESSETH

WHEREAS, it is necessary that sanitary wastewater facilities be installed to provide wastewater disposal services to Developer's project, commonly known as 3264 Taylor Road, Town of Loomis, County of Placer, State of California; and

WHEREAS, District deems it necessary that wastewater facilities be constructed which will be, or can be, used for the benefit of property not participating in the cost of construction of said facilities; and

WHEREAS, Developer is willing to construct and install the wastewater facilities, as hereinafter described, at its own expense, and thereafter dedicate said facilities to District for a public use, in return for partial reimbursement therefore pursuant to the terms and conditions of this agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Developer has furnished, at its sole cost and expense, all necessary labor, materials, machinery, apparatus, and other means of construction, and do all the work required to construct the following described wastewater facilities: an 8-inch sewer line with manholes and all related appurtenances as the same are generally depicted on the drawing attached hereto, marked Exhibit "A" and made a part hereof, all within the scope of sewer construction for providing service to 3264 Taylor Road.

2. Plans for the above improvements were approved by the District and the construction thereof shall be in accordance with all of the ordinances, rules, regulations and specifications of District, as such may be amended from time to time. It is expressly understood and agreed by Developer that unless and until said wastewater facilities are constructed and installed in the manner herein provided and accepted by District, District shall have no obligation whatsoever to maintain said facilities or to provide wastewater service therefrom.

3. Developer agrees that upon the completion of construction and installation of said wastewater facilities in accordance with the plans and specifications, ordinances, rules, and regulations of District, said facilities shall become the property of District upon its acceptance, free and clear of all costs, liens, encumbrances, or restrictions whatsoever, and Developer shall defend, indemnify and hold harmless the District from and against any and all suits, actions, damages, regulatory actions or proceedings, enforcement claims or claims of every type and description resulting from or by reason of the performance by Developer of this agreement.

Developer agrees to transfer legal title to said facilities to District together with any and all necessary easements pertaining thereto in a form satisfactory to District.

4. In consideration of construction and installation of said wastewater facilities at Developer's expense, District agrees that the first 80 Equivalent Dwelling Units (EDU) within the real property shown on the map attached hereto, marked Exhibit "B" and made a part hereof, located adjacent to and upstream and downstream from Developer's project shall be subject to an in-lieu of construction fee. Said in-lieu fee shall be paid to Developer as partial reimbursement for construction of said wastewater facilities. The amount to be collected by District and paid to Developer shall be calculated according to the following schedule and formula:

District covenants and agrees to collect the sum of \$2,155.91 for each EDU as determined by District to be developed in connection with improvement plans for sewer facilities for development of properties shown on said Exhibit "B". The total sum for all EDU's so determined shall be collected prior to District approval of said improvement plans. In the event improvement plans for sewer facilities for properties shown on Exhibit "B" have been approved by District prior to the date of this agreement, said total sum shall be collected coincident with the submittal of the document transferring legal title of such improvement plan sewer facilities to District. In the event improvement plans for sewer facilities for properties shown on Exhibit "B" are not required, such as in the case of an individual applicant connecting an existing parcel of land or increases in EDU determinations of a parcel previously connected, the total sum of all applicable EDU's for said individual connection or increase shall be collected coincident with District's issuance of the sewer service application permit. The amounts collected by District shall be paid to Developer on a quarterly basis or at such other time as District and Developer may agree upon in writing. It is expressly understood that unless and until said wastewater facilities are constructed and installed in the manner herein provided and transferred to and accepted by District, District shall have no obligation to pay to Developer any of the sums collected herein.

5. Notwithstanding any other provision of this agreement, the total refund by District of the aforementioned sums shall not exceed the sum of \$172,473, or the amount collected within a period of ten years from the date of this agreement at which time this agreement shall cease and terminate and District shall be under no further obligation to make payments to Developer. It is expressly understood that District shall not be obligated to pay to Developer any public funds of District, but shall only be obligated to collect the sums provided for above from the developers/applicants of the properties shown on Exhibit "B". No interest shall be paid by District to Developer on any of the above sums refunded pursuant to the terms of this agreement.

6. Developer agrees that the refund as provided above represents the equitable share of the wastewater facilities construction costs for the benefiting properties shown on Exhibit "B". Developer warrants that District's obligation as provided above is with Developer, and no third party has any claim on District for said share of wastewater facilities construction costs or amounts refundable.

7. This agreement shall not be construed to limit the right of District to hereafter enlarge, relocate, or extend said wastewater facilities nor the granting to Developer a right to any specified capacity in any other sanitary wastewater facilities or wastewater treatment plant

of District now in existence or hereafter to be constructed, other than such rights, if any, that any other property owner within District would have therein.

8. Neither this agreement nor any provision thereof shall be construed to require or obligate District to expend any public funds for the direct benefit of Developer.

9. Any notices or communications required to be made herein shall be made, by deposit in the U.S. Mail, First Class Postage prepaid to:

District: South Placer M.U.D.
5807 Springview Drive
Rocklin, CA 95677

Developer: Massie Family Trust
1801 Tribute Road
Sacramento, CA 95815

Either party may amend its address for notice by notifying the other in writing.

10. This agreement is not assignable by Developer without the written consent of District, which consent shall not unreasonably be withheld. No assignment shall relieve Developer of any promise or obligation made or assumed by him herein.

11. This agreement and its obligations, terms and conditions shall inure to the benefit of the heirs, successors and assigns of Developer and to the successors in interest of District.

12. This agreement is authorized by the provisions of Section 12721 and 12841(b) of the Public Utilities Code of the State of California.

13. In any action arising out of the performance of this agreement, whether in tort, contract, declaratory relief or otherwise, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses (including court costs and expert witness fees) from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire agreement.

14. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject of this agreement. This agreement contains all the covenants and agreements between the parties with respect to the matters herein, and each party to this agreement acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this agreement. No agreement, statement or promise not contained in this agreement shall be valid or binding.

15. The validity of this agreement and of any of its terms or conditions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California.

16. If any term of this agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the agreement terms shall remain in full force and effect and shall not be affected.

IN WITNESS WHEREOF, the parties hereto have executed the within agreement the day and year first written above.

ATTEST

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Joanna Belanger, Secretary

Herb Niederberger, General Manager

APPROVED AS TO FORM

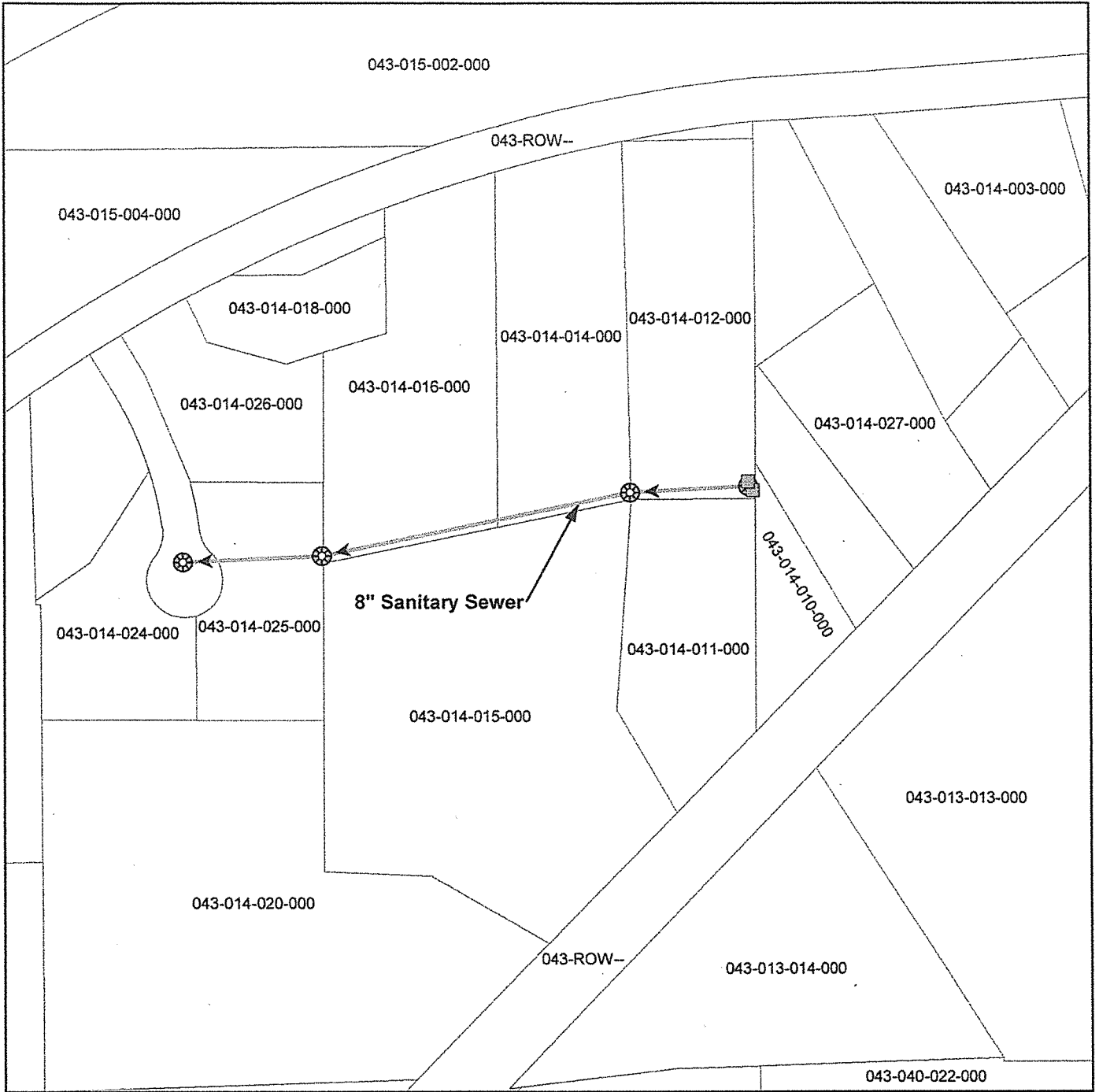
Adam C. Brown, District Counsel

MASSIE FAMILY TRUST

Ricky W. Massie (under duress & protest)

Printed Name: *Ricky W Massie*

Title: *Trustee*



0 100 200 400 Feet

1 in = 200 ft



Exhibit A

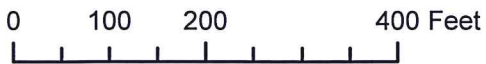
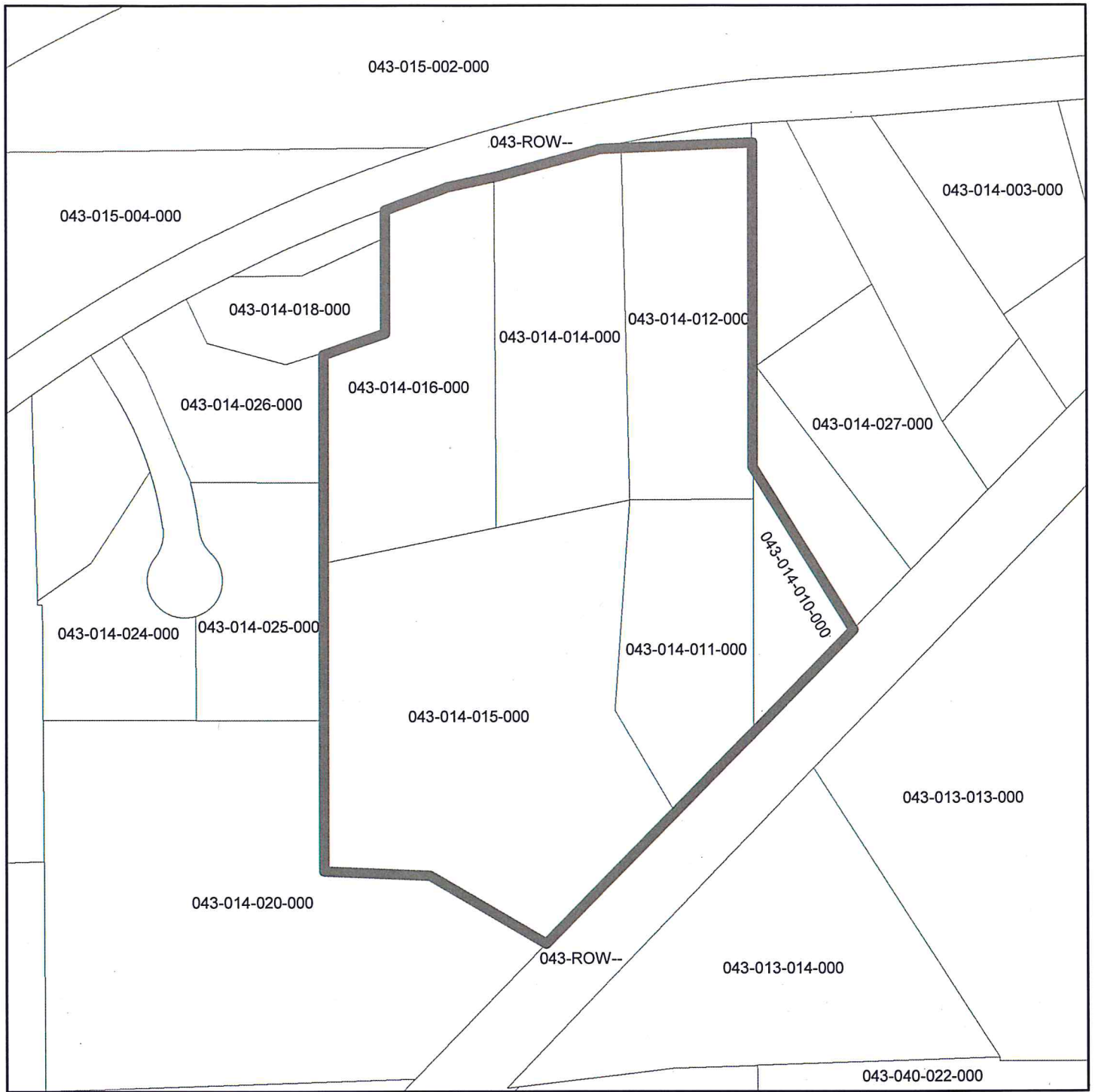
3264 Taylor Road

Date: 2/15/2018

Author: Eric Nielsen

Document Path: G:\spsmud_gis\mxd\Curtis\Exhibit Maps\ExhibitA_3264Taylor.mxd





1 in = 200 ft



Exhibit B

3264 Taylor Road Refund Area Map

Date: 2/15/2018

Author: Eric Nielsen

Document Path: G:\spmud_gis\mxd\Curtis\Exhibit Maps\ExhibitA.mxd



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 Sacramento)
On February 20, 2018 before me, Heather Johnson, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Richy W. Massie
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 Heather Johnson
Signature of Notary Public

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: Refund Agreement SPMud DLG Rochlin
Document Date: 2/20/18 Number of Pages: 5
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: _____

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Carie Huff, Associate Engineer

Subject: Acceptance of the Bill of Sale for Sewer Improvements for 3264 Taylor Road

Meeting Date: March 1, 2018

Overview

3264 Taylor Road is located in Loomis north of Taylor Road. 3264 Taylor Road was constructed to serve the Feathered Nest commercial property and provides the opportunity for multiple connections along the alignment (estimated to be 80 EDU's). 3264 Taylor Road sewer improvements include the following infrastructure:

- Installation of seven hundred and ninety-six (796) linear feet of sanitary sewer pipe;
- Installation of six (6) flushing branches;
- Installation of four (4) manholes;
- Construction of 4,286 square feet of all-weather access road (3-inches of AC on 8-inches of AB).

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for 3264 Taylor Road.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.1: Engage Customers to determine expectations.

Goal 1.2: Establish and meet Service Level(s) by Department.

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Fiscal Impact

The estimated value of the contributed capital is \$280,269.

Attachments:

1. Bill of Sale
2. Map – 3264 Taylor Road
3. 3264 Taylor Road Asset Inventory

BILL OF SALE

_____ 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 _____

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 _____

By: (Developer/Owner)


Signature

Ricky W. Massie
Name (Please Type or Print)

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 Sacramento)
On February 20, 2018 before me, Heather Johnson, notary public,
Date Here Insert Name and Title of the Officer
personally appeared Ricky W. Massie
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 Heather Johnson
Signature of Notary Public



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.

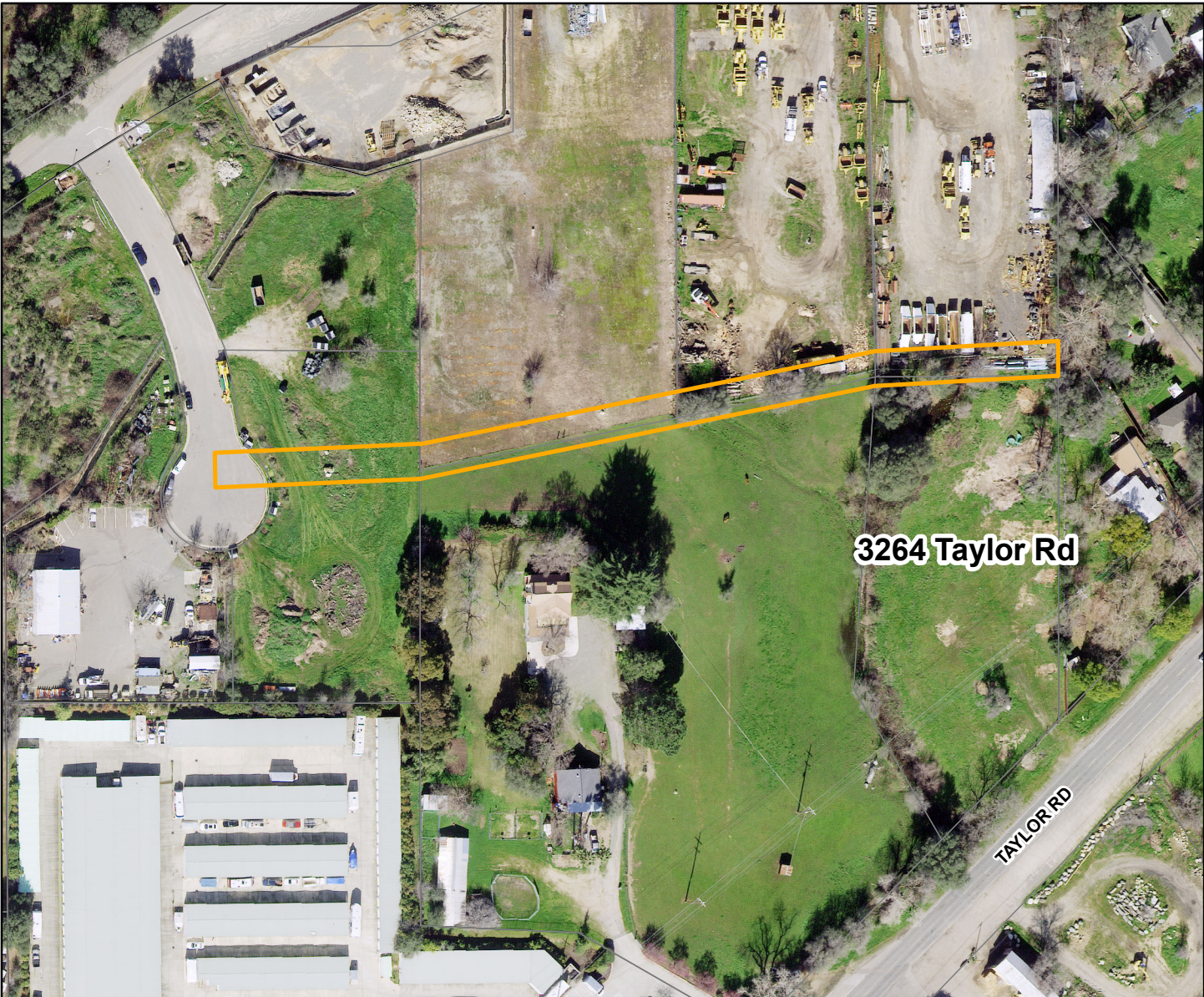
Description of Attached Document

Title or Type of Document: Bill of Sale Document Date: _____
Number of Pages: 1 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: _____



3264 Taylor Rd

TAYLOR RD

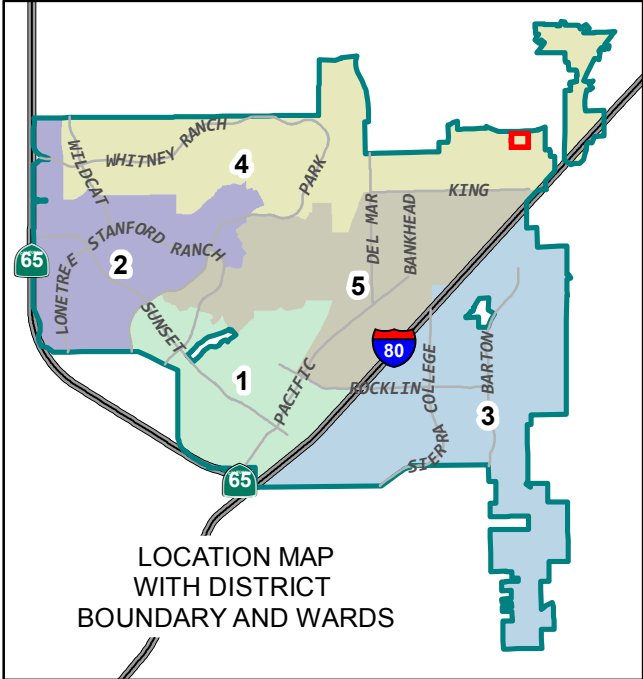
0 75 150 Feet
1 in = 150 ft



3264 Taylor Rd

80 EDUs

Date: 2/22/2018
 Author: Curtis Little
 Document Path:
 G:\spmud_gis\mxd\Curtis\Bill Of Sale Maps\3264TaylorRd.mxd



LOCATION MAP
WITH DISTRICT
BOUNDARY AND WARDS

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
3264 TAYLOR ROAD
ASSET INVENTORY

Pipe ID	Diameter (in)	Material	Length (ft)
O13-066	8	SDR26	163.4
O13-065	8	SDR26	435.4
O13-064	8	SDR26	190.4
O13-F02	8	SDR26	6.3
O13-F03	8	SDR26	9.1

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT

To: Board of Directors

From: Herb Niederberger, General Manager

Cc: Joanna Belanger, Administrative Services Manager

Subject: Adoption of Resolution 18-09 adopting revised Policy 2025 – Expenditure Reimbursement

Meeting Date: March 1, 2018

Overview

Government Code §53232 through 53232.4 requires local agencies to adopt a written policy regarding expense reimbursements paid to elected and appointed officials. On September 3, 2015, the South Placer Municipal Utility District (District) adopted Resolution 15-23 creating a Policy Handbook that contained Policy 2025 – Expenditure Reimbursement. Staff suggested revisions to Policy 2025 to the Policy and Ordinance Advisory Committee, the most significant to Section 4.9, Meals, such that reimbursement for meals will be based upon actual cost incurred not to exceed the GSA Per Diem Meals & Incidentals expense rates for the meeting/training location. The Advisory Committee agreed to the suggested and recommended that the revised policy be forward to the Board for consideration.

Recommendation

Staff recommends that the Board of Directors adopt the Resolution 18-09 adopting revised Policy 2025 – Expenditure Reimbursement’

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain transparency with all District activities

Goal 5.3: Maintain financial responsibility by ensuring allocated funding sources are adequate to meet expenses; and that available funds and resources are managed efficiently

Fiscal Impact

Adoption of this policy is not expected to have a significant impact on District budgeted expenses.

Enclosures:

- Resolution 18-09
- Policy 2025 – Expenditure Reimbursement

ITEM VI.2

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 18-09

ADOPTION OF REVISED POLICY 2025 – EXPENDITURE REIMBURSEMENT

WHEREAS, On September 3, 2015, the South Placer Municipal Utility District (District) adopted Resolution 15-23 creating a Policy Handbook; and

WHEREAS, Government Code §53232 through 53232.4 requires local agencies to adopt a written policy regarding expense reimbursements paid to elected and appointed officials and the District did adopt Policy 2025 – Expenditure Reimbursement; and

WHEREAS, the Policy and Ordinance Advisory Committee recommends revisions to policy 2025; and

WHEREAS, in accordance with Section 1 of Policy 1000 – Purpose of Board Policies, policies may be added, eliminated or modified from time to time and will be enacted by resolution of the Board.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the attached Policy 2025 – Expenditure Reimbursement, is adopted in its entirety and to be included in the aforementioned District Policy Handbook.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st Day of March 2018.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	2025 - EXPENDITURE REIMBURSEMENT		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	03/01/18
Resolution No.	15-23, 18-09	Revised:	

PURPOSE

The purpose of this policy is to prescribe the manner in which District employees and directors may be reimbursed for expenditures related to District business.

POLICY STATEMENT

Section 1: General

Government Code §53232 through 53232.4 requires local agencies to adopt a written policy regarding expense reimbursements paid to elected and appointed officials. The purpose of this policy is to adopt and implement procedures for reimbursing Directors and Employees for actual and necessary expenses incurred by them in the performance of official District duties.

Directors and employees are entitled to reimbursement for actual and necessary expenses incurred in the performance of official District duties, provided that the amount of the expenses does not exceed: (i) the reimbursement rates set forth in this policy; or (ii) the amount budgeted for such expenses. If a Director or Employee has a question regarding this policy, or whether a particular expense is reimbursable, the Director is encouraged to contact the General Manager or Administrative Services Manager, before the expense is incurred.

Section 2: Authorized Expenses

District funds, equipment, supplies (including letterhead), email, and staff time must only be used for authorized District business. Actual and necessary expenses incurred in connection with the following types of activities generally constitute expenses authorized for reimbursement, as long as the other requirements of this policy are met:

1. Attending District meetings of the Board, standing committees meetings of the Board, or temporary committees of members of the Board (“meeting” means any congregation of a majority of a legislative body at the same time and location, including teleconference location as permitted by CA Government Code § 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body);
2. District Representation on outside meetings of local, regional, and state governing bodies and advisory boards.
3. For each meeting that lists a primary representative and an alternate representative; only the primary representative may be compensated for attending the outside meeting unless the primary representative cannot attend; in which case the alternate representative may be compensated for attendance;
4. Meetings at the invitation of the District Board, Staff, or the Press lasting a minimum of one hour;

5. Other types of events specified for reimbursement and approved by the Board of Directors in advance, such as mandatory training for Board Directors.

Except as set forth above, Directors shall not represent the Board of Directors at any functions or organizations without prior approval of the Board of Directors or General Manager.

Section 3: Expenses Not Eligible for Reimbursement

Expenses that do not adhere to this policy shall not be eligible for reimbursement. Examples of personal expenses that the District will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Family expenses, including partner's or children's expenses when accompanying Director or staff member on District-related business, as well as pet-related expenses;
4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym and golf-related expenses), or other cultural events;
5. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;
6. Tips greater than 15% (except for gratuities e.g. shuttle drivers, airport skycaps,)
7. Alcohol, laundry service, and personal telephone calls; and
8. Personal losses incurred while on District business.

Expenses that do not adhere to this policy or do not fall within the Internal Revenue Service reimbursable parameters (Publication 463 Travel, Entertainment, Gift, and Car Expenses) shall not be eligible for reimbursement. Questions regarding the propriety of a particular type of expense should be resolved before the expense is incurred.

Section 4: Reimbursement Requirements

To conserve District resources and keep expenses within community standards for public officials, expenditures should adhere to the following guidelines. In the event that expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the District may be limited to the costs that fall within the guidelines.

Receipts must be submitted for all expenses. In the event that receipts are not available, a written explanation of the circumstances as to why this is the case and the reason the expense was incurred must be provided.

All travel expenses, even if otherwise eligible for reimbursement under this policy, must relate to a trip that has been approved in advance by the General Manager.

Unless the Board establishes other permitted reimbursement rates for travel, meals, lodging and other actual and necessary expenses, the District will reimburse actual expenses

1. Conferences/Education

Reimbursement of expenses for attendance at an authorized conference or organized educational activity shall include any registration, attendance, tuition, materials or other similar charge of the conference organizer or activity provider.

2. Travel

Travel should be arranged through the District Office and charged on a District credit card. When necessary, travel arrangements may be charged on a personal credit card.

Personal credit card purchases will be reimbursed only for the actual fare and only after the trip.

3. Transportation

The most economical mode and class of transportation reasonably consistent with safety, scheduling needs, and cargo space requirements must be taken, utilizing the most direct and time-efficient route. Government and group rates must be used when available.

4. Airfare

Coach or tourist class accommodations must be utilized, along with governmental airfare rates, when available. If no government or group rate is available, all reasonable efforts to obtain the most economical airfares and the most efficient route must be undertaken. The air travel shall be booked as far in advance as possible; so as to receive the lowest fares. In any event, there will be no entitlement to reimbursement for any expenses to the extent they exceed the cost generally available to the public. When traveling by air, reimbursement shall be authorized for reasonable and actual costs and gratuities incurred for baggage handling.

Directors or staff members may at their own expense, pay to upgrade their airline accommodations.

5. Taxi and Shuttle Fees

Taxi or shuttle fees may be reimbursed, including a 15% gratuity per fare, when the cost of such fares is equal or less than the cost of car rental, gasoline, and parking combined, or when such transportation is necessary for time-efficiency.

6. Car Rental

Charges for rental vehicles may be reimbursed under this provision if it is determined that the use of a rental vehicle is more economical or efficient than other forms of transportation. In making such determination, the cost of the rental vehicle, parking, and gasoline will be compared to the combined cost of such other forms of transportation.

In the event that car rental is determined to be the most efficient or economical mode of transportation for official duties, all reasonable efforts must be made to obtain the most economical car rental rates. In addition to rental rates, when using a rental car, the following actual and reasonable costs shall be reimbursable: receipted gasoline, parking, tolls and insurance coverage purchased from the rental agency for physical damage to the rental car.

7. Automobile

Automobile mileage is reimbursed at Internal Revenue Service rates in effect at the time the mileage is incurred (see www.irs.gov). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The Internal Revenue Service mileage rates will not be paid in conjunction with rental vehicles.

8. Lodging

Lodging expenses will be reimbursed or paid for when travel on official District business reasonably requires an overnight stay. Lodging expenses are limited to the cost of the room plus related taxes and will be reimbursed after the stay.

Conference/Training: When conference or training sponsors have made arrangements for lodging, all efforts should be made to stay at one of these facilities and the cost should not exceed the published maximum group rate. In the event that rooms are not available at one of these facilities, Directors and staff members should stay at a comparable facility at a comparable cost, not to exceed the maximum group rate published by the sponsor. If a comparable facility is not available at the maximum group rate; the cost of lodging may exceed the group rate but may not exceed the GSA maximum lodging rate for the city/state or area of travel. Lodging rates that do not exceed the GSA maximum amount per night are presumed reasonable and hence reimbursable. Other rates must be approved by the Board.

Other Lodging: Government rates must be requested and used when available. Lodging rates that are equal to or less than government rates are presumed to be reasonable and hence reimbursable for purposes of this policy. In the event that government rates are not available at a given time or in a given area, lodging rates equal to or less than the rate shown on the GSA schedule for the city/state or area of travel will be used (see www.gsa.gov). Lodging rates that do not exceed this amount per night are presumed reasonable and hence reimbursable. Other rates must be approved by the Board.

Official overnight travel and other related expenses by Directors must be pre-authorized by the Board of Directors. In unusual circumstances where overnight travel is urgent and necessary to the District, but is unforeseen until after the previous Board meeting, the General Manager may authorize such travel with consent of the Board President.

9. Meals

Meals and associated expenses will be reimbursed based upon actual costs, not to exceed the GSA Per Diem Meals & Incidentals expense rates for the meeting/training location. Tips are not included in the per diem limits; however, tips should not exceed 15% of the cost of the meal where reimbursement is requested. No alcoholic beverages will be paid for by the District.

When the meal function is an organized event (for example, conferences and other types of activities that fall within the list of "authorized expenditures"), the Director or staff member shall be reimbursed the amount being charged by the event organizer for the meal. The District recognizes that the per-person cost may exceed the above rates due to additional costs associated with organizing the event.

This policy recognizes that it is sometimes in the best interest of the District to provide meals for business guests during the conduct of District business and pre-authorizes Directors and Managers to make reasonable and appropriate expenditures for that purpose.

10. Airport Parking

Long-term airport parking must be used for travel exceeding 24-hours.

11. Other

To the extent that actual costs incurred in the performance of official duties are reasonable and necessary but are not otherwise defined above, the Director or staff member may be entitled to

reimbursement for expenses that meet the guidelines of this policy. In any event, a Director or staff member shall not be entitled to reimbursement for any expenses to the extent they exceed the cost generally available to the public.

Section 5: No Shows and Late Cancellations

This is meant to address the failure to attend a conference or general meeting, after expenses have been incurred for that event. Such expenses may include conference fees, prepaid hotel and airline charges. It is the Director or staff member's responsibility to ensure that any prepaid fees are fully refunded to the District as a cash refund or vendor credit that can be applied within the next twelve months to future registration fees, travel or lodging. Vendor credits are acceptable only when it can be reasonably assumed that the District will have need to use the particular credit. An exception may be made for emergencies. A written explanation addressing the reason(s) for non-attendance shall be attached to the expense report and submitted for Board approval at a public meeting.

Section 6: Expense Reports

All expenditures, credit card expenses, and expense reimbursement requests must be submitted on an expense report form provided by the District.

Expense reports must document that the expense in question met the requirements of this policy. For example, the Director or staff member should explain whose meals were purchased, what issues were discussed and how those relate to the District's adopted policies and priorities.

Directors and staff members must submit their expense reports within thirty (30) days of an expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being denied for reimbursement.

Section 7: Audits of Expense Reports

All expenses are subject to verification that they comply with this policy.

Section 8: Compliance with Laws

Expenditures may be subject to reporting under the Political Reform Act and other laws. All District expenditures are public records subject to disclosure under the Public Records Act.

Section 9: Violation of this policy

In compliance with Government Code § 53232, the following are the causes of action that may be pursued for violation of this policy:

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the District, 3) the District reporting the expenses as income to the Director to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Engineer

Cc: Herb Niederberger, General Manager

Subject: Resolution # 18-10 Foothill Trunk Replacement Project – Addendum 3

Meeting Date: March 1, 2018

Overview

Additional efforts are needed to prepare the construction documents to publish an invitation for bids. Based on experience from current and past construction projects, District staff would like to obtain additional information to characterize the potential presence, location, and quantity of hard rock so that it can be included in the construction documents that will go out to bid. Staff believes that by improving the accuracy of this information, the firms bidding on the project will have less unknowns and be able to better plan for the work, which will improve the competitiveness of the bidding environment for this project. Additionally, staff believes that by more accurately quantifying the amount of hard rock on the construction documents, the chance of encountering a changed condition during construction (i.e., change order) will decrease. The addendum also includes efforts to finish the coordination to permit the project and obtain additional easement.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 18-10 to authorize the General Manager to sign the Foothill Trunk Sewer Replacement Project – Phase II, Addendum 3

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 3.1: Plan all projects to ensure adherence to District standards and ordinances.

Goal 3.2: Provide construction management to ensure the best possible facilities for the District.

Fiscal Impact

The estimated cost for construction and construction phase services is \$2,500,000, and the estimated cost for design phase services was \$300,000. The amount of the proposed addendum to the contract is \$28,982. Providing improved information regarding the potential presence, location, and quantity of hard rock on the construction documents should improve the competitiveness of the bids received and limit the possibility of change orders during construction.

ITEM VI.3

Attachments:

1. Resolution 18-10 – Resolution for the Authorization to Contract for the Engineering Services for the Foothill Trunk Sewer Replacement Project – Phase II, Addendum 3.
 - a. Exhibit A - Scope of Engineering Services – Addendum 3

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 18-10

**AUTHORIZATION TO CONTRACT FOR THE ENGINEERING SERVICES FOR
FOOTHILL TRUNK SEWER REPLACEMENT PROJECT –
PHASE II, ADDENDUM 3**

WHEREAS, the District desires to complete additional geotechnical investigation to better quantify the potential presence of hard rock along the proposed sewer pipeline alignment to improve the quality of information provided in construction documents to increase the competitiveness of the bids received, and

WHEREAS, additional efforts are required to complete the environmental permitting and easement acquisition for the project, and

WHEREAS, Resolution 15-02, the District's Purchasing Policy, dictates that a single contract or commitment shall not exceed \$50,000 without approval by the Board of Directors, and

WHEREAS, this contract is an addendum to an existing contract that exceeds the amount dictated by the District's Purchasing Policy and staff wishes to bring this contract before the Board of Directors, and

WHEREAS, the scope of engineering services and fee attached, marked "Exhibit A" and incorporated herein by reference, is for an amount of \$28,982.

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

1. the General Manager is hereby authorized to enter into contract for the attached scope of engineering services for the "Foothill Trunk Sewer Replacement Project – Phase II, Addendum 3".

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 1st day of March 2018.

Signed: _____
Gerald P. Mitchell, President of the Board of Directors

Attest: _____
Joanna Belanger, Board Secretary



**SOUTH PLACER
MUNICIPAL UTILITY DISTRICT**

**CONTRACTING
FORM**

PROJECT:

DATE ISSUED: 2/7/2018

Provide Consulting Engineering Services for the project known as:

Foothill Trunk Sewer Replacement Project – Phase II – Addendum 3

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

PROJECT MANAGER: Eric Nielsen, (916) 786-8555 Ext. 310; E-Mail enielsen@spmud.ca.gov

PROPOSAL: (This section to be completed by bidder.)

The undersigned agrees to complete the work specified in strict conformance with the Scope of Engineering Services (attached) within the time specified in calendar days after the receipt of Notice to Proceed, for the following amount not to exceed: **\$28,982**, unless mutually agreed upon in writing.

Amount in words: **Twenty eight thousand, nine hundred and eighty two** dollars and **zero** cents.

This includes all applicable taxes and fees. The required insurance, as described in the Architect-Engineer/South Placer Municipal Utility District (SPMUD) Standard Terms and Conditions (attached) is current.

Comments and Exceptions:

Incorporated in this contract are: (1) Architect-Engineer/South Placer Municipal Utility District (SPMUD) Standard Terms and Conditions (attached), (2) Scope of Engineering Services (attached).

Name and Address of Bidder:

Signature of Person Authorized to Sign

WATERWORKS Engineers
1322 Blue Oaks Blvd., Suite 300
Roseville, CA 95678

Michael J Fisher

Phone No.: _____

Signer's Name and Title (Type or Print)

FAX No.: _____

Michael J. Fisher, Managing Member

E-Mail: _____

NOTICE OF AWARD (This Section for District Use Only)

DATE ISSUED:

The above bid is accepted (Check One):

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

Notice to Proceed will be issued upon receipt of applicable bonds, insurance and other required submittals, if any

By: _____

Title: _____

NOTICE TO PROCEED

DATE ISSUED:

By: _____

Title: _____

NOTICE OF COMPLETION

DATE ISSUED:

I hereby certify that the above contract has been completed and accepted by the District.

By: _____

Title: _____

**ARCHITECT-ENGINEER/SOUTH PLACER MUNICIPAL UTILITY DISTRICT (SPMUD)
Standard Terms and Conditions**

I. SCOPE

Architect-Engineer (AE) agrees to perform the services described in the scope of work attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of AE shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by South Placer Municipal Utility District (SPMUD), shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

SPMUD agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to AE will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, AE's standard billing rates shall apply. In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, Consultant shall have the right to suspend work per Article XIV, Suspension of Work.

III. RESPONSIBILITY

1. **Standard of care:** AE is employed to render a professional service only, and any payments made by SPMUD are compensation solely for such services rendered and recommendations made in carrying out the Work. AE shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. AE does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, AE shall act as agent of SPMUD. AE's review or supervision of work prepared or performed by other individuals or firms employed by SPMUD shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of AE's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract

documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. AE shall have no responsibility for the contractor's means, methods, techniques, sequences, for safety precautions and programs incident to the contractor's work, or for any failure of contractor to comply with laws and regulations applicable to performing its work.

2. **Reliance upon information provided by others:** If AE's performance of services hereunder requires AE to rely on information provided by other parties (excepting AE's subcontractors), AE shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by SPMUD.

IV. PREVAILING WAGE

To the extent that the prevailing wage, as defined by the California Director of Industrial Relations or any state agency with jurisdiction, is applicable to the scope of work to be performed hereunder, the AE shall pay not less than the said specified rates to all employees and contractors as such may be required under state law, and defend and indemnify SPMUD from and against any and all claims arising out of any failure to pay the prevailing wage, if such is required.

V. INDEMNIFICATION

AE agrees to indemnify and hold SPMUD harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of AE, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall AE be responsible or liable to SPMUD for any incidental, consequential, or other indirect damages.

VI. INSURANCE

AE shall maintain during the life of the Agreement the following minimum insurance:

1. **Commercial general liability:** insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

2. **Automobile bodily injury and property damage liability:** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.

3. **Professional liability:** insurance with limits of not less than \$1,000,000.

4. **Limits of liability:** The total amount of all claims SPMUD may have against AE under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to \$500,000. As SPMUD's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against AE and not against any of the AE's employee's, officers or directors.

5. **Additional insured:** SPMUD shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to SPMUD with a 30-day written notice in the event the above policies are cancelled.

Standard Terms and Conditions (cont)

VII. SUBCONTRACTS

AE shall be entitled, to the extent determined to be appropriate by AE to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

If the authorized scope of work includes construction activities or the oversight of construction, AE may, at its discretion and upon notice to SPMUD, assign all of its contractual rights and obligations with respect to such activities or services to a qualified construction management firm.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which AE renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, AE may, in its discretion, upon notice to SPMUD assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

IX. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of SPMUD and AE as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any client authorization or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are hereby superseded and shall be of no force or effect.

X. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XI. FORCE MAJEURE

AE shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of AE. AE will take reasonable steps to mitigate the impact of any force majeure.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by AE hereunder are intended solely for the benefit of SPMUD and no right nor benefit is conferred on, nor any contractual relationship intended or established

with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on AE's performance of its services hereunder.

XIII. WORK PRODUCT

AE and SPMUD recognize that AE's work product submitted in performance of this Agreement is intended only for the SPMUD benefit and use. Change, alteration, or reuse on another project by SPMUD shall be at SPMUD's sole risk, and SPMUD shall hold harmless and indemnify AE against all losses, damages, costs and expense, including attorney's fees, arising out of or related to any such unauthorized change, alteration or reuse.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By SPMUD:** By written notice to AE, SPMUD, may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond SPMUD's control make normal progress of the Work impracticable. AE shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then AE shall have the right to terminate this Agreement in accordance with Article XV, Termination of Work.
2. **By AE:** By written notice to SPMUD, AE may suspend the Work if AE reasonably determines that working conditions at the Site (outside AE's control) are unsafe, or in violation of applicable laws, or in the event SPMUD has not made timely payment in accordance with Article II, Compensation, or for other circumstances not caused by AE that are interfering with the normal progress of the Work. AE's suspension of Work hereunder shall be without prejudice to any other remedy of AE at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **By SPMUD:** (a) for its convenience on 30 days' notice to AE, or (b) for cause, if AE materially breaches this Agreement through no fault of SPMUD and AE neither cures such material breach nor makes reasonable progress toward cure within 15 days after SPMUD has given written notice of the alleged breach to AE.
2. **By AE:** (a) for cause, if SPMUD materially breaches this Agreement through no fault of AE and SPMUD neither cures such material breach nor makes reasonable progress toward cure within 15 days after AE has given written notice of the alleged breach to SPMUD or (b) upon five days' notice if Work under this Agreement has been suspended by either SPMUD or AE in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, AE shall perform such additional work as is reasonably necessary for the orderly closing of the Work. AE shall be compensated for all work performed prior to the effective date of termination of AE by SPMUD for cause, AE shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the AE Project Manager and to the

Standard Terms and Conditions (cont)

person signing the proposal on behalf of the SPMUD and shall be effective upon delivery to the address stated in the proposal.



Scope of Engineering Services
Water Works Engineers, LLC and South Place Municipal Utility District
Foothill Trunk Sewer Replacement Project – Phase II
ADDENDUM 3 – Additional Final Design Assistance

This Scope of Engineering Services for Additional Final Design Assistance, Addendum 3 to the Foothill Trunk Sewer Replacement Project (Project), is issued by the South Placer Municipal Utility District (herein referred to as CLIENT) and accepted by Water Works Engineers, LLC (herein referred to as ENGINEER) pursuant to the mutual promises, covenants and conditions contained in the most current Engineering Services Agreement between the South Placer Municipal Utility District (SPMUD) and Water Works Engineers, LLC (WWE).

Scope of Services

ENGINEER is currently under contract with CLIENT to provide Phase II services for the Foothill Trunk Sewer Replacement Project. ENGINEER will provide additional field and office engineering services to address ongoing environmental permitting; right-of-way / easement property procurement; and geotechnical evaluations to complete Final Design as ADDENDUM 3 as further defined herein. ENGINEER will build on analysis and utilize deliverables from Phase I services (provided to CLIENT by ENGINEER under separate Agreement) and Phase II services (currently ongoing) as the basis for Phase II, Addendum 3 Additional Final Design Assistance services.

Phase II – Addendum 3 – Additional Final Design Assistance

Task 4.1: Design-Level Geotechnical

WWE and our geotechnical subconsultant, Gasch Geophysical Services, Inc. (G²S), will complete a Rock Characterization Study along the entire alignment utilizing refraction seismic investigation technique. The intent of the investigation is to further characterize and determine the depth to rock and the excavatability characteristics of the subsurface materials along the entire approximately 2,700 lineal feet of the trunk sewer replacement alignment. Report of findings will include:

- A color-coded seismic velocity cross-section of the subsurface will be generated for each refraction line where cool colors (blues) indicate lower seismic velocities and warm colors (reds) indicate higher velocities.
- Color scaling of these cross sections will be based on the range of seismic velocity values calculated in feet per second (ft/s), unless otherwise specified. Distances on each cross-section will be scaled to best fit presentation Contract Drawing scale. Color scaling of the seismic velocity cross-sections will be normalized for ease of comparison.

Task 4.1 Deliverables

- Draft and final color scaling of field results in cross sections.
- Final construction documents updated with rock characterization and depths on drawings.



Task 4.2: Environmental Permitting Assistance

WWE and our environmental subconsultant, North State Resources (NSR), now doing business as Stantec, will continue consultation and field visits with United States Army Corps of Engineers (USACE) to facilitate permit procurement negotiations to address State Historic Preservation Office (SHPO) requirements related to United Auburn Indian Community (UAIC) comments on permit applications.

Task 4.2 Deliverables

- Final construction documents updated based USACE consultation and final permits.

Task 5: Property Rights Procurement Assistance

WWE, our property acquisition subconsultant, BlackWater Consulting Engineers, LLC. (BWE), and our land surveyor, Andregg Geomatics, now doing business as Psomas, will conduct additional field visits and office work to finalize horizontal control and property ownership for 20' +/- gap parcel at southeast corner of DLC property (approximately located at pipe station 26+0 to 27+0) and update contract documents to accommodate findings. Produce updated draft and final permanent, temporary and access easement legal description and plat maps for DLC property (APN 045-132-021).

Task 5 Deliverables

- Draft and final easement legal descriptions and plat maps (PD and hard copy)
- Supporting documents (including Preliminary Title Reports and correspondence records with County Surveyor summarizing findings related to "gap" parcel.
- Final construction documents updated based on results.



Project Schedule

The will maintain current project schedule as summarized in latest Project Status Email to SPMUD Project Manager. ENGINEER will submit to CLIENT monthly schedule updates that account for actual field investigation timelines; SPMUD reviews; and results of ongoing final design services.

Payment

Payment for Phase II – Addendum 3 (Subtasks 4.1, 4.2 & 5) will be on a Time and Expense basis totaling no more than an additional **\$24,900**, resulting in a total Phase 2 not to exceed project budget of **\$321,589** (all Phases and Addendum) without written consent from CLIENT and invoiced in accordance with the existing Agreement Hourly Billing Rates. The total budget for each phase and task, including Addendum 3, will be as follows:

Subtask	Title	Existing*	Addendum 3	Total
3.2	90% Design	\$43,484		
3.3	100% Design	\$7,404		
3.4	Final Bid Documents	\$11,304		
4.1	Design-Level Geotechnical Study	\$21,525	+14,687	
4.2	Environmental Permitting	\$104,690	+3,781	
5	Property Rights Procurement	\$108,282	+10,513	
	Total Phase II	\$296,689	\$28,982	\$325,671

*Including original contract and previously approved scope addendum(s).



Fee Basis Work Plan

Client South Placer Municipal Utility District
 Project Foothill Trunk Sewer Replacement Project
 Phase II - Addendum 3
 Prepared by Mike Fisher
 Date 1/30/2018

		Hours and Fee					
		Phase II					
		Subtask 4.1		Subtask 4.2		Subtask 5	
		2018		2018		2018	
		Design Level Geotechnical - Rock Characterization		Environmental Permitting Assistance USACE/SHPO/UAIC Consultation		Property Rights Procurement Assistance - DLC & "Gap" Properties	
		2015		2015		2015	
		hrs	fee	hrs	fee	hrs	fee
Water Works Engineers							
Classification	Title	Hourly Rate					
AA	Administrative		\$90				
T1	Drafter/Jr. Technician		\$77				
T2	Designer/Sr. Technician	16	\$1,801			8	\$900
T3	Senior Designer		\$125				
E1	Staff Engineer		\$113				
E2	Associate Engineer	8	\$1,206	8	\$1,206		
E3	Project Engineer	8	\$1,355	8	\$1,355	4	\$677
E4	Senior Project Engineer	2	\$393	2	\$393	2	\$393
E5	Principal Engineer		\$209				
Expenses							
	WWE Expenses (incl'd markup)		5%	\$75		\$0	\$50
Subconsultants							
Andregg	Surveying, Record Map Research, Mtgs with County						\$6,300
BW	Agreement Lanuage for DLC and Mtgs						\$1,600
NSR	Consultation with USACE/SHPO/UAIC				\$600		
Gasch	Seismic Refractory Investigation		\$9,200				
Subconsultant Markup			5%	\$460		\$30	\$395
Annual Increase for WWE rates of			3%				
Subtask Totals		36	\$14,687	20	\$3,781	16	\$10,513

Phase II - Addendum 3

Total	
WWE Hours	72
Fee	\$28,982

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Herb Niederberger, General Manager
Joanna Belanger, Administrative Services Manager

Subject: **Commercial Utility Account Audit Update**

Meeting Date: 03/01/18

Overview

In October 2016 the Board established a procedure for the treatment of utility billing errors, reconciliations and payments with Policy #3160 – Utility Billing Reconciliation & Payment Policy. The policy allows the District to routinely audit utility accounts and determine if there have been any changes in use within a Commercial/Industrial building or if billing errors have occurred.

Background

Administrative Services staff, working with Technical Services Inspectors began the process of reviewing Commercial Accounts in early last year. The review process will be an ongoing project, using additional resources such as information provided by City and County departments. During the review we have discovered numerous business locations which have changed use, expanded or reduced operations without formal notification to the District. Working with the District Associate Engineer each of these accounts will be reviewed in accordance with Ordinance 09-02, Section 3, Charges and Fees.

Staff will send a letter of notification to Business owners regarding billing updates to their account pursuant to Policy #3160 – Utility Billing and Reconciliation. At this time the District will not pursue sewer charges that date prior to the current billing cycle. The Policy allows the General Manager to determine on an individual basis whether a customer shall receive a bill for under billed amounts or if they are eligible for a refund. If customers have questions regarding the updated charges, they may contact the District for further review.

Recommendation

Informational Item

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.2: Establish and meet service level(s) by Department.

Goal 1.3 Build Business Efficiencies

Goal 2.4: Maintain transparency with all District activities.

Goal 5.2: Explore and evaluate investment and business practice alternatives.

Fiscal Impact

Staff expects that with regular evaluation of utility accounts, an increase in revenue will be experienced for sewer service charges.

ITEM VI.4

ITEM VII.2 GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: March 1, 2018
Subject: General Manager Monthly Staff Report – February 2018

1) DEPARTMENT REPORTS

Attached are the monthly status reports for the Boards information:

- A. Facility Services Department
- B. Administrative Service Department, and
- C. Technical Services Department

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

2) INFORMATION ITEMS

- A. On February 7, 2018, the General Manager attended the Rocklin Chamber of Commerce Governmental Relations Committee meeting to hear an update from Devon Bell, Placer County Sheriff.
- B. On February 14, 2018, the General Manager fulfilled his AB1234 requirement by participating in the Local Officials Ethics Training Course prepared by the Fair Political Practices Commission.
- C. Also, on February 14, the General Manger accompanied the District Engineer, Eric Nielsen, with a site inspection of the boring activities across Horseshoe Bar Road in conjunction with the Loomis Diversion Pipeline construction.
- D. On February 21, 2018, the General Manager met with District General Counsel to discuss District legal needs and be updated on several items facing the District. Among the many items of discussion were: participation Fee Delinquency and Lien – 6502 Lonetree Blvd.; Inspection of sewer easement with a drone; authority to inspect upper lateral; Rockhurst Way - Agreement with Placer County; PRA – SmartProcure; and need to advertise advisory committee meetings.
- E. On February 22, 2018, the General Manager participated in the webinar, "Building a Solar Energy Project in 2018".
- F. Advisory Committee Meetings:
 - a. The Policy and Ordinance Advisory Committee met on February 12, 2018 to review Chapters 3 of the proposed SPMUD Sewer Code. The purpose of this

Code is to compile into one document, applicable ordinances of the South Placer Municipal Utility District. Such compilation will make the laws of the District more accessible, readable and understandable to those persons governed by such laws, and by those persons administering such laws. In addition, the committee reviewed a revised Policy 2025 – Expenditure Reimbursement and recommended that the revised policy be forward to the Board for consideration.

There were no other advisory meetings this month

3) **LONG RANGE AGENDA**

April 2018

Public Hearing & 1st Reading Ordinance – Sewer Code
District Expansion Workshop

May 2018

2nd Reading Ordinance – Sewer Code

June 2018

OPEB Actuarial Report
FY 18-19 Budget Workshop

July 2018 (move to June 28, 2018)

Adopt 18-19 Budget
Report on SPWA Issues

August 2018

Foothill Trunk Project – Construction Contract

To: Board of Directors
From: Sam Rose, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: March 1, 2018

Overview

This report provides the Board with an overview of Field Services operations and maintenance activities from 1/23/2018 through 2/20/2018. The work listed is not all inclusive.

1. Recordable Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 479 days without a Recordable Injury

2. Service Calls, Sanitary Sewer Overflows (SSOs) and Lift Station Alarm Calls

- a. Service Calls
 - i. Twenty-three (23)
 - A. 11 - Customer's Responsibility
 - B. 10 - SPMUD Responsibility
 - C. 00 - Other
- b. Sanitary Sewer Overflows (SSOs)
 - i. Seven (7)
 - A. Seven (7) Days since last SSO
 - B. District assumed lower lateral responsibility on March 1, 2017
 - a) There have been Thirty (30) Lower Lateral spills since
- c. Lift Station Calls
 - i. Five (5)

3. Safety/Training/Professional Development

- a. All Field employees participated in:
 - i. Four (4) "Tailgate" safety sessions were held.
 - ii. Underground Utility Locator Training
 - iii. Sexual Harassment Training for Supervisors
 - iv. Annual Fit Testing

4. Maintenance

a. CCTV Mainline Segments	134 Segments
b. CCTV Service Laterals	261 Laterals
c. Hydro-Clean Mainline Segments	91 Segments
d. Hydro-Clean Service Laterals	0 Laterals
e. Manhole Inspections	130 Manholes
f. Manhole Cleaning	03 Manholes
g. Rodded/Cleaned Service Laterals	07 Laterals
h. Creek-Crossing Inspections	00 Crossings
i. Chemical Root Treatment (Mainline)	00 Segments
j. Chemical Root Treatment (Lateral)	00 Laterals
k. Easement Maintenance	00 Easement(s)
l. Vector Control (Cockroaches)	00 Manholes

5. Construction

a. Service Taps	00 Taps
b. Lateral Installs	05 Laterals
c. Property Line Cleanout Work	
i. Repaired	21 Cleanouts
ii. Installed	08 Cleanout
d. Mainline Repair	01 Mainline
e. Service Lateral Repair	00 Lateral
f. Service Cap-Off	00 Services
g. Manhole Rehabilitation	00 Manholes
h. Manhole Install	00 Manhole
i. Easement Reconstruction	00 L.F.

6. Facilities

a. Lift Station Operations Checks	45 Operation Checks
b. Lift Station Repair	03 Repairs Performed
c. Lift Station Wet Well Cleaning	13 Wet Wells
d. Lift Station Site Maintenance	01 Sites
e. Flow Recorder Inspection	11 Sites
f. Portable Flow Rec. Installations	00 Installations
g. Corp Yard Water Facility	04 Operational Checks
h. Vehicle/Equip Maintenance	01 Work Orders
i. Vehicle/Equip Inspections	15 Work Orders
j. Corp Yard Maint/Improvements	01 Work Orders

7. Miscellaneous

- a. Nothing to report.

ITEM VII. ASD REPORT

To: Board of Directors

From: Joanna Belanger, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Board Mtg. Date: March 1, 2018

Low Income Lifeline Rate Assistance Program

The Low-Income-Lifeline (LIL) Program became effective on January 1, 2018, offering a \$5/month rate assistance to customers who own and occupy a residence within the District and provide proof of participation in the PG&E CARE Program. Staff have processed 51 qualified applications for the program to date.

Student Intern Position

This District continues to recruit for the position of Student Intern.

Commercial Account Review

Administrative Services continues to audit Commercial Accounts within the District. We have begun notifications to Businesses regarding any necessary adjustments per Policy 3160 – Utility Billing Reconciliation & Payment Policy. Staff will present examples of findings at this evenings meeting.

OPEB Valuation

Administrative Services are working with the Districts Actuary, Bickmore to gather data in preparation for the Actuarial Valuation of Other Post-Employment Benefit Programs (OPEB). This report assesses the Districts OPEB liabilities and provides necessary disclosures as required by GASB to be reported to the California Employers’ Retiree Benefit Trust (CERBT). There are two distinct types of OPEB liability:

- An “explicit subsidy” – when the employer contributes directly toward retiree healthcare costs; and
- An “implicit subsidy” – allowing retirees to continue medical coverage at the same premium rates as are charged for active employees.

Staff anticipate bringing the report to the Board in late summer.

State of the City – 03/09/18 at 7:15 a.m.

The District has registered as a Library Level Sponsor for the State of the City event on March 9, 2018 at 7:15 a.m. The event is being held at the Sierra College Dietrich Theatre. The Rocklin Chamber will be collecting non-perishable food items at the event to be donated to the Sierra College Student Pantry. The following items are the most in-demand: Trail Mix, Jelly, Snack Bars (granola/breakfast), Pasta Sauce (jars), Chili (cans), Canned Chicken/Salmon, Cereal (small/big boxes).

ITEM VII. TSD REPORT

To: Board of Directors
From: Eric Nielsen, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: March 1, 2018

Loomis Diversion Trunkline Project

The project team coordinated with PCWA to plan a shutdown of the Eastside raw water system through the Tulip LLC property to install the sewer pipeline beneath the raw water pipeline. Blasting on Dias Lane continued in preparation for future excavation and installation of the sewer line. The contractor completed excavation of the bore pits for the bore and jack crossing of Horseshoe Bar Road, the pilot tubes were drilled, and the contractor began the installation of the casing. The contractor also began excavation of the bore pits for the bore and jack crossing of Interstate 80. The process of installing the casing beneath Interstate 80 will begin once the casing under Horseshoe Bar Road is complete.

Foothill Trunk Sewer Replacement Project

The District received a response from the US Army Corps of Engineers regarding the required 404 permit. The project team is reviewing the coordinated response between the US Army Corps of Engineers and the State Historic Preservation Officer to implement the requirements and adjust the schedule of the project. Staff has elected to collect more detailed information about the potential presence of hard rock along the entire pipeline alignment and is presenting an addendum to the original scope of engineering services to the Board for approval.

FOG Program

Two members of staff attended the California Water Environment Association's (CWEA) one-day Collection System FOG Workshop. They met with professionals implementing and supporting FOG programs throughout the state and collected valuable information to enhance the District's FOG control efforts.

Staff continues toward the goal of permitting all (total of 140) Phase 1 and Phase 2 food service establishments (FSEs) by the end of this fiscal year.

A private sanitary sewer overflow (SSO) from the private sewer system serving the establishments at 4800 Granite Drive occurred on February 15th. A SSO occurred at this location last February. Staff is working closely with Placer County Environmental Health to correct the issues through conditions and updates to the permits each has with the establishment.

Corporation Yard Perimeter Wall Replacement

The existing concrete masonry perimeter wall along Springview Drive needs to be replaced to address its deteriorated condition and to improve the security of the corporation yard. The plan includes replacing the existing masonry wall with a wrought iron fence with curved pickets, screened by landscaping. The preliminary structural design and permitting plan is finished and staff is coordinating a meeting with the City of Rocklin to review.

Sewer Facility Mapping

The District’s maps are being enhanced to include the point locations of the property line cleanouts (PLCOs) by incorporating the findings from the inspections being conducted by the lower lateral crew and by the systematic collection of GPS points. These efforts will continue throughout the year.

Lucity

Staff is working to leverage the existing capabilities of the District’s computer maintenance management system, Lucity, to support the workflow of new construction inspection. The goal is to make the inspection of new facilities a paperless process to improve the efficiency of collecting information in the field and improve the documentation of inspection efforts and results for better reporting and planning.

Emergency Culvert Replacement

Waste cooking oil spilled from an overturned tanker truck on Sierra College Blvd on January 25th and entered Sucker Ravine. As part of the cleanup efforts, the California Department of Fish and Wildlife (CDFW) directed the removal of a corrugated metal pipe (CMP) culvert beneath a District access road to remove oil that was trapped around and beneath the culvert. The work was performed by District forces.

Department Performance Indicators

The following charts depict the efforts and performance of the department in four areas of work as of February 20th. Additional charts may be added in the future for other areas of work in the department.



