



**SPMUD BOARD OF DIRECTORS
REGULAR MEETING: 4:30 PM
August 3, 2023**

SPMUD Boardroom
5807 Springview Drive, Rocklin, CA 95677

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

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

The August 3, 2023 meeting of the SPMUD Board of Directors will be held in the District Board Room at 5807 Springview Drive in Rocklin, CA 95677 with the option for the public to join via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/86039898527>. Public comments can also be made in person at the time of the meeting or emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

AGENDA

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

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

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

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

V. CONSENT ITEMS

[pg 5 to 39]

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

ACTION: (Roll Call Vote)

Motion to approve the consent items for the August 3, 2023 meeting.

1. MINUTES from the July 6, 2023, Special Meeting. [pg 5]
2. MINUTES from the July 6, 2023, Regular Meeting. [pg 6 to 9]
3. ACCOUNTS PAYABLE in the amount of \$2,037,864.55 through July 24, 2023. [pg 10 to 14]
4. QUARTERLY INVESTMENT REPORT in the total amount of \$73,295,607 through June 30, 2023. [pg 15 to 17]
5. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Croftwood Phase 4 with an estimated value of \$966,757. [pg 18 to 21]
6. RESOLUTION 23-23 ACCEPTANCE OF THE SEWER MAIN K03-090 EMERGENCY REPLACEMENT PROJECT [pg 22 to 25]
7. RESOLUTIONS 23-24 AND 23-25 ADOPTING A MEMORANDUM OF UNDERSTANDING WITH DISTRICT EMPLOYEES AND A MEMORANDUM OF UNDERSTANDING WITH MANAGEMENT EMPLOYEES FOR THE PERIOD OF 07/01/23 THROUGH 06/30/25 [pg 26 to 39]

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. EMPLOYEE ENGAGEMENT PRESENTATION

Staff from the Employee Engagement Committee will provide a presentation on the Mission Statement, Charter, and activities of the committee.

No Action Requested: Informational Item

2. PRE-TREATMENT WORKSHOP

Staff will conduct a Board Workshop on the District's Pre-Treatment Programs which include the successful Fats, Oils, & Greases Program and the Industrial Pre-treatment Program.

No Action Requested: Informational Item

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

28 PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING [pg 40 to 81]

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

Action Requested: (Roll Call Vote)

Staff recommends that the Board of Directors adopt Resolutions 23-26 Professional Services Agreement with Cartwright Nor Cal, Inc., 23-27 Professional Services Agreement with Uhora Engineering and Planning, 23-28 Professional Services Agreement with Coastland Civil Engineering.

4. **RESOLUTION 23-29 AUTHORIZING THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NEXGEN FOR GRANITE TERRACE CONSTRUCTION SUPPORT** [pg 82 to 93]

Staff will provide information on the proposed professional services agreement to provide construction support for the Granite Terrace Subdivision Project.

Action Requested: (Roll Call Vote)

Staff recommends that the Board of Directors adopt Resolution 23-29 authorizing the General Manager to execute a Professional Services Agreement with NexGen for Granite Terrace construction support.

5. **RESOLUTION 23-30 EMERGENCY DESIGNATION AND EMERGENCY AUTHORIZATION FOR THE IRISH LANE POND LINER EMERGENCY REPLACEMENT PROJECT** [pg 94 to 110]

Staff will present information on the proposed Irish Lane Pond Liner Emergency Replacement Project which has failed due to deterioration and requires replacement before the start of the rainy season.

Action Requested: (Roll Call Vote)

Staff recommends that the Board of Directors adopt Resolution 23-30:

1. **Finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the sewer main replacement is necessary to respond to the emergency in accordance with Section 22050 of the Public Contract Code; and**
2. **Finding that the Irish Lane Pond Liner Emergency Replacement Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction); and**
3. **Authorizing the General Manager to execute the attached Construction Contract with a qualified contractor in an amount not to exceed \$150,000 plus a 10% contingency (\$165,000 total).**

VII. REPORTS

[pg 111 to 123]

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

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

VIII. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to the next regular meeting to be held on **September 7, 2023, at 4:30 p.m.**

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

Meeting	Location	Date	Time
Special	SPMUD Boardroom	July 6, 2023	3:30 p.m.

I. CALL MEETING TO ORDER: A Special Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Williams presiding at 3:31 p.m.

II. ROLL CALL OF DIRECTORS:

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

Absent: None

Vacant: None

Staff: Adam Brown, Legal Counsel
Gage Dungy, Special Counsel
Herb Niederberger, General Manager

IV. PUBLIC COMMENTS:

There were no public comments.

V. CLOSED SESSION READOUT

The Board met in Closed Session at 3:33 p.m. with the District Labor Negotiator who provided a report to the Board. The Board provided direction to the District’s Labor Negotiator. No action was taken.

The Board adjourned the closed session at 3:55 p.m.

IX. ADJOURNMENT

The President adjourned the meeting at 3:59 p.m. to the next regular meeting to be held on July 6, 2023, at 4:30 p.m.



Emilie Costan, Board Secretary

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

Meeting	Location	Date	Time
Regular	SPMUD Boardroom Zoom Meeting	July 6, 2023	4:30 p.m.

I. CALL MEETING TO ORDER: The Regular Meeting of the South Placer Municipal Utility District Board of Directors was called to order with President Williams presiding at 4:30 p.m.

II. ROLL CALL OF DIRECTORS:

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

Absent: None

Vacant: None

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

III. PLEDGE OF ALLEGIANCE: ASM Costan led the Pledge of Allegiance.

IV. CLOSED SESSION READOUT

General Counsel Brown provided the following closed session readout: the Board met in Closed Session at 3:33 p.m. with the District Labor Negotiator who provided a report to the Board. The Board provided direction to the District’s Labor Negotiator. No action was taken.

V. PUBLIC COMMENTS:

Public comment was made by Merrill Buck, Loomis Town Engineer, who expressed gratitude for DE Huff’s assistance with the Town of Loomis’ emergency storm drain replacement project on Magnolia Street in Loomis. Hearing no other comments, the public comments session was closed.

VI. CONSENT ITEMS:

1. MINUTES from the May 24, 2023, Special Meeting.
2. MINUTES from the June 1, 2023, Special Meeting.
3. MINUTES from the June 1, 2023, Regular Meeting.
4. ACCOUNTS PAYABLE in the amount of \$3,392,515 through June 26, 2023.
5. BILL OF SALE Acceptance of the Bill of Sale for Sewer Improvements within Stanford Terrace with an estimated value of \$1,676,273.
6. RESOLUTION 23-19 AWARD FLEET MAINTENANCE AND REPAIR SERVICES CONTRACT TO WYJO SERVICE CORPORATION

7. RESOLUTION 23-20 ESTABLISHING A FEE SCHEDULE FOR FISCAL YEAR 2023/24 AND RESOLUTION 23-21 ESTABLISHING A SCHEDULE OF VALUES FOR FISCAL YEAR 2023/24

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

VII. BOARD BUSINESS

1. RESOLUTION 23-22 ADOPTING THE FISCAL YEAR 2023/24 BUDGET AND PROPOSED SPENDING PLAN

ASM Costan reviewed the Fiscal Year 2023/24 Budget Book, commenting that the budget does not contain any substantial changes from the information presented at last month's budget workshop. She shared that the format and content included in this year's budget book have been modified for submission to the Government Finance Officer's Distinguished Budget Award Program. She then shared the organization chart, revenue budget, and operating fund and capital expense budgets and reviewed the District's fund balances and investment portfolio.

ASM Costan shared that the District is anticipating a wastewater treatment true-up credit from Fiscal Year 2022/23. Director Dickinson asked if that credit was included in the budget. GM Niederberger shared that the credit is spread out over the long-range operating budget but is not included in the Fiscal Year 2023/24 budget.

Director Mitchell commented that he was grateful for the glossary that was included in the budget book. Director Jewell asked about the variance between the Fiscal Year 2023/24 total expected revenues and the total expenditures. GM Niederberger shared that the budget includes reserve spending in all three of the District's funds. Director Dickinson commented that these reserve funds are used to complete large and expensive construction projects within the District. ASM Costan shared that this budget includes project-related spending in the capital funds but also in the operating fund under professional services for consulting services related to large construction projects. GM Niederberger added that the rate case includes potential bond issuance to fund future construction projects.

Director Dickinson commented that there are a lot of large projects included in the budget and the District has limited technical staff. GM Niederberger shared that the operating budget includes consulting services for these projects with technical services performing the project management component. Director Dickinson also asked about other options for property and liability insurance. ASM Costan shared that she did reach out to another Joint Powers Authority (JPA), the California Sanitation Risk Management Authority (CSRMA), as they are a pool of sanitation districts only and would have similar risk exposure to the District. However, they have much higher limits than the District's current JPA. She shared that the JPAs offer better pricing than the private insurance market. Vice President Durfee commented that he appreciated that the budget book was easy to follow.

Director Mitchell made a motion to adopt Resolution 23-22 adopting the Budget and proposed spending plan for Fiscal Year 2023/24; a second was made by Director Jewell; a roll call vote was taken, and the motion carried 5-0.

2. SOUTH PLACER WASTEWATER AUTHORITY (SPWA) BOARD MEETING REPORT – DIRECTOR JIM WILLIAMS

President Williams reviewed the items from the June 29, 2023, SPWA Board Meeting which included approval of the following: 1). Capital Improvement Project Budget for FY2023-24; 2). Annual Operating Budget for FY2023-2024; 3). Investment Policy for FY2023-2024; 4). Delegation of Authority to Invest in Local Banks. In addition, the SPWA Board discussed: 1). Capital Improvement Project Overview; 2). Capacity Fee Analysis Update; 3). Regional Connection Fees Report; 4) Allocated and Direct Charges to Member Agencies; 5) Letter of Intent for SPMUD annexation of the Castle City Mobile Home Park; 6). SPWA Organization Chart; 7). Investment Review; 8). Rate Stabilization Fund Balances as of March 30, 2023; and 9) SPWA Annual Financial Statements FY2022-23.

President Williams shared that the SPWA will be starting a new project to evaluate equivalent dwelling units and determine the strength and flow of discharges from various residential uses. Director Jewell asked who will be completing this study, and GM Niederberger shared that the work will be completed by Woodward & Curran.

VIII. REPORTS

1. District General Counsel (A. Brown):

General Counsel Brown had no report for this meeting.

2. General Manager (H. Niederberger):

A. ASD, FSD & TSD Reports:

GM Niederberger provided an update on the attendees at the SPWA Board Meeting and Rocklin State of the City.

Director Mitchell asked about item 2A in the GM report regarding Project 8 Winery in Penryn and any system implications. DE Huff shared that the project is outside of the District's serviceable area and will not connect to the collection system.

B. Information Items: No additional items.

C. Director's Comments:

Vice President Durfee congratulated the District on 2,465 days without a loss time accident.

Director Mitchell asked if the Town of Loomis has a process for completing year-end work like the District's process. ASM Costan commented that Placer County does complete accounts payable and year-end work for smaller agencies; however, based on the size of the Town of

Loomis, it is likely that they have a process that is similar to that of the District. Director Mitchell also asked about the CalTRUST investment transfer from the Medium-Term Fund to the Short-Term Fund. ASM Costan shared that the current investment strategy is to divest from CalTRUST. The remaining balance in the Medium-Term Fund was transferred to the Short-Term Fund, which is earning a better interest rate, as the first step toward fully divesting from the investment pool.

Director Mitchell asked about the switch gear delay in the Corporation Yard Addition and Tenant Improvement Project. DS Nielsen shared that the switch gear was ordered last October and the contractor is still waiting for an additional part that has not arrived. The ship date continues to be pushed back. The project will move forward with a Temporary Certificate of Occupancy despite the missing part.

Director Mitchell asked about compliance issues in the Fats, Oils, and Greases (FOG) Program. DE Huff shared that it will always be part of the program and is a sign that the program is successful in discovering issues, educating constituents, and improving conditions. President Williams asked for an exhibit that contains pictures of the corroded pipe from the emergency repair at Blue Oaks Town Center and other FOG images to communicate why District standards exist and the costs of failures.

President Williams commented that he had a meeting with the new Loomis Town Manager. He asked for a Loomis 2x2 to be scheduled in the Fall at the District offices.

IX. ADJOURNMENT

The President adjourned the meeting at 5:16 p.m. to the next regular meeting to be held on August 3, 2023, at 4:30 p.m.



Emilie Costan, Board Secretary

Item 5.3



South Placer M.U.D.

Check Report

By Check Number

Date Range: 06/27/2023 - 07/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1240	Placer County Personnel	06/28/2023	Regular	0.00	3,727.61	16171
1795	Brower Mechanical	06/29/2023	Regular	0.00	16,524.00	16172
1581	Cameron Lima	06/29/2023	Regular	0.00	226.27	16173
1652	Cintas Corporation	06/29/2023	Regular	0.00	564.92	16174
1139	Hill Rivkins Brown & Associates	06/29/2023	Regular	0.00	7,560.00	16175
1808	John Romero	06/29/2023	Regular	0.00	250.00	16176
1796	Jordon Olsen	06/29/2023	Regular	0.00	246.64	16177
1640	Joshua Pirhofer	06/29/2023	Regular	0.00	250.00	16178
1785	Landmark Construction	06/29/2023	Regular	0.00	288,397.20	16179
1664	MacLeod Watts, Inc	06/29/2023	Regular	0.00	2,000.00	16180
1221	PG&E	06/29/2023	Regular	0.00	1,509.53	16181
1238	Placer County Department of Public Works	06/29/2023	Regular	0.00	110,424.03	16182
1306	Superior Equipment Repair	06/29/2023	Regular	0.00	1,125.00	16183
1770	Youngdahl Consulting Group, Inc.	06/29/2023	Regular	0.00	456.00	16184
1327	US Bank Corporate Payment	07/12/2023	Regular	0.00	24,976.86	16185
	Void	07/12/2023	Regular	0.00	0.00	16186
	Void	07/12/2023	Regular	0.00	0.00	16187
	Void	07/12/2023	Regular	0.00	0.00	16188
	Void	07/12/2023	Regular	0.00	0.00	16189
1561	19six Architects	07/13/2023	Regular	0.00	2,509.95	16190
1849	3D Technology Services	07/13/2023	Regular	0.00	4,740.00	16191
1021	ARC	07/13/2023	Regular	0.00	122.17	16192
1022	AT&T CalNet	07/13/2023	Regular	0.00	498.61	16193
1838	Boutin Jones	07/13/2023	Regular	0.00	16,879.50	16194
1768	Capital Program Management Inc.	07/13/2023	Regular	0.00	5,390.75	16195
1828	Carollo Engineers, Inc	07/13/2023	Regular	0.00	15,260.72	16196
1715	Chris Vrame	07/13/2023	Regular	0.00	1,856.07	16197
1652	Cintas Corporation	07/13/2023	Regular	0.00	1,129.84	16198
1068	City of Roseville	07/13/2023	Regular	0.00	199,078.40	16199
1751	Comprehensive Medical Inc.	07/13/2023	Regular	0.00	90.00	16200
1775	CPS HR Consulting	07/13/2023	Regular	0.00	206.25	16201
1509	Crystal Communications	07/13/2023	Regular	0.00	311.64	16202
1086	Dataprose	07/13/2023	Regular	0.00	1,872.88	16203
1087	Dawson Oil Co.	07/13/2023	Regular	0.00	5,478.08	16204
1480	Herb Niederberger	07/13/2023	Regular	0.00	169.90	16205
1139	Hill Rivkins Brown & Associates	07/13/2023	Regular	0.00	5,500.00	16206
1694	Mallory Safety & Supply LLC	07/13/2023	Regular	0.00	195.00	16207
1740	Massie Family Trust	07/13/2023	Regular	0.00	18,375.83	16208
1218	PCWA	07/13/2023	Regular	0.00	1,857.88	16209
1221	PG&E	07/13/2023	Regular	0.00	6,079.27	16210
1238	Placer County Department of Public Works	07/13/2023	Regular	0.00	55.00	16211
1325	Tyler Technologies, Inc.	07/13/2023	Regular	0.00	11,138.75	16212
248	AT&T	07/13/2023	Regular	0.00	8.82	16213
1086	Dataprose	07/13/2023	Regular	0.00	4,374.00	16214
1666	Great America Financial Services	07/13/2023	Regular	0.00	452.99	16215
1686	Jan Pro	07/13/2023	Regular	0.00	913.00	16216
1564	Jensen Landscape Services, LLC	07/13/2023	Regular	0.00	978.00	16217
1473	Pitney Bowes Purchase Power	07/13/2023	Regular	0.00	80.11	16218
1251	Railroad Management Company, LLC	07/13/2023	Regular	0.00	12,195.26	16219
1251	Railroad Management Company, LLC	07/13/2023	Regular	0.00	-12,195.26	16219
1518	Sonitrol of Sacramento	07/13/2023	Regular	0.00	1,254.18	16220
1291	Special District Risk Management Authority (SD	07/13/2023	Regular	0.00	476,255.83	16221
1685	Streamline	07/13/2023	Regular	0.00	497.00	16222
1325	Tyler Technologies, Inc.	07/13/2023	Regular	0.00	4,800.00	16223

Check Report

Date Range: 06/27/2023 - 07/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1251	Railroad Management Company, LLC	07/13/2023	Regular	0.00	75.00	16224
1062	Chad Stites	07/19/2023	Regular	0.00	144.73	16225
1652	Cintas Corporation	07/19/2023	Regular	0.00	577.96	16226
1073	Consolidated Communications	07/19/2023	Regular	0.00	2,036.15	16227
1719	Emilie Costan	07/19/2023	Regular	0.00	42.35	16228
1773	Entek Consulting Group, Inc.	07/19/2023	Regular	0.00	5,355.00	16229
1846	Fat Boy Trailer Sales & Repair	07/19/2023	Regular	0.00	8,928.52	16230
1357	ITpipes Opco, LLC	07/19/2023	Regular	0.00	6,977.00	16231
1239	LAFCO	07/19/2023	Regular	0.00	20,852.17	16232
1764	Network Design Associates, Inc.	07/19/2023	Regular	0.00	450.00	16233
1218	PCWA	07/19/2023	Regular	0.00	17,849.01	16234
1238	Placer County Department of Public Works	07/19/2023	Regular	0.00	2,071.01	16235
1244	Preferred Alliance Inc	07/19/2023	Regular	0.00	224.64	16236
1566	Sierra Pacific Turf Supply	07/19/2023	Regular	0.00	1,415.70	16237
1518	Sonitrol of Sacramento	07/19/2023	Regular	0.00	1,254.18	16238
1333	SPOK, Inc.	07/19/2023	Regular	0.00	27.60	16239
1338	Verizon Wireless	07/19/2023	Regular	0.00	1,220.71	16240
1015	American Fidelity Assurance	07/01/2023	Bank Draft	0.00	511.16	DFT0008260
1230	Pers (EFT)	07/01/2023	Bank Draft	0.00	8,066.42	DFT0008261
1230	Pers (EFT)	07/01/2023	Bank Draft	0.00	41,300.98	DFT0008262
1230	Pers (EFT)	07/01/2023	Bank Draft	0.00	9,076.10	DFT0008263
1230	Pers (EFT)	07/01/2023	Bank Draft	0.00	192.86	DFT0008264
1230	Pers (EFT)	07/01/2023	Bank Draft	0.00	3,926.00	DFT0008265
1230	Pers (EFT)	07/01/2023	Bank Draft	0.00	109.77	DFT0008266
1586	Principal Life Insurance Company	07/01/2023	Bank Draft	0.00	338.47	DFT0008267
1015	American Fidelity Assurance	06/27/2023	Bank Draft	0.00	28,756.38	DFT0008277
1015	American Fidelity Assurance	06/27/2023	Bank Draft	0.00	28,756.38	DFT0008278
1045	Cal Pers 457 Plan (EFT)	07/07/2023	Bank Draft	0.00	750.00	DFT0008279
1135	Empower (EFT)	07/07/2023	Bank Draft	0.00	250.00	DFT0008280
1135	Empower (EFT)	07/07/2023	Bank Draft	0.00	8,467.52	DFT0008281
1135	Empower (EFT)	07/07/2023	Bank Draft	0.00	671.48	DFT0008282
1042	CA State Disbursement (EF	07/07/2023	Bank Draft	0.00	1,013.07	DFT0008283
1015	American Fidelity Assurance	07/07/2023	Bank Draft	0.00	293.33	DFT0008284
1015	American Fidelity Assurance	07/07/2023	Bank Draft	0.00	237.08	DFT0008285
1229	Pers (EFT)	07/07/2023	Bank Draft	0.00	49.13	DFT0008286
1229	Pers (EFT)	07/07/2023	Bank Draft	0.00	971.48	DFT0008287
1229	Pers (EFT)	07/07/2023	Bank Draft	0.00	1,703.72	DFT0008288
1229	Pers (EFT)	07/07/2023	Bank Draft	0.00	2,031.73	DFT0008289
1229	Pers (EFT)	07/07/2023	Bank Draft	0.00	2,995.36	DFT0008290
1229	Pers (EFT)	07/07/2023	Bank Draft	0.00	4,497.13	DFT0008291
1229	Pers (EFT)	07/07/2023	Bank Draft	0.00	4,976.82	DFT0008292
1149	Internal Revenue Service	07/07/2023	Bank Draft	0.00	13,720.52	DFT0008293
1098	EDD (EFT)	07/07/2023	Bank Draft	0.00	3,932.24	DFT0008294
1098	EDD (EFT)	07/07/2023	Bank Draft	0.00	989.80	DFT0008295
1149	Internal Revenue Service	07/07/2023	Bank Draft	0.00	3,208.76	DFT0008296
1149	Internal Revenue Service	07/07/2023	Bank Draft	0.00	9,582.06	DFT0008297
1229	Pers (EFT)	07/11/2023	Bank Draft	0.00	158,136.67	DFT0008301
1229	Pers (EFT)	07/11/2023	Bank Draft	0.00	316,273.33	DFT0008302
1149	Internal Revenue Service	07/18/2023	Bank Draft	0.00	6.82	DFT0008308
1098	EDD (EFT)	07/18/2023	Bank Draft	0.00	5.63	DFT0008309
1098	EDD (EFT)	07/18/2023	Bank Draft	0.00	0.49	DFT0008310
1149	Internal Revenue Service	07/18/2023	Bank Draft	0.00	1.60	DFT0008311
1149	Internal Revenue Service	07/18/2023	Bank Draft	0.00	6.60	DFT0008312
1045	Cal Pers 457 Plan (EFT)	07/21/2023	Bank Draft	0.00	750.00	DFT0008313
1135	Empower (EFT)	07/21/2023	Bank Draft	0.00	250.00	DFT0008314
1135	Empower (EFT)	07/21/2023	Bank Draft	0.00	8,506.00	DFT0008315
1135	Empower (EFT)	07/21/2023	Bank Draft	0.00	671.48	DFT0008316
1042	CA State Disbursement (EF	07/21/2023	Bank Draft	0.00	1,013.07	DFT0008317
1015	American Fidelity Assurance	07/21/2023	Bank Draft	0.00	293.33	DFT0008318
1015	American Fidelity Assurance	07/21/2023	Bank Draft	0.00	237.08	DFT0008319
1229	Pers (EFT)	07/21/2023	Bank Draft	0.00	49.13	DFT0008320

Check Report

Date Range: 06/27/2023 - 07/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	07/21/2023	Bank Draft	0.00	971.48	DFT0008321
1229	Pers (EFT)	07/21/2023	Bank Draft	0.00	1,936.86	DFT0008322
1229	Pers (EFT)	07/21/2023	Bank Draft	0.00	2,031.73	DFT0008323
1229	Pers (EFT)	07/21/2023	Bank Draft	0.00	3,436.54	DFT0008324
1229	Pers (EFT)	07/21/2023	Bank Draft	0.00	5,176.53	DFT0008325
1229	Pers (EFT)	07/21/2023	Bank Draft	0.00	5,129.76	DFT0008326
1149	Internal Revenue Service	07/21/2023	Bank Draft	0.00	14,010.98	DFT0008327
1098	EDD (EFT)	07/21/2023	Bank Draft	0.00	3,939.55	DFT0008328
1098	EDD (EFT)	07/21/2023	Bank Draft	0.00	986.32	DFT0008329
1149	Internal Revenue Service	07/21/2023	Bank Draft	0.00	3,276.74	DFT0008330
1149	Internal Revenue Service	07/21/2023	Bank Draft	0.00	9,927.38	DFT0008331

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	101	66	0.00	1,328,345.47
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-12,195.26
Bank Drafts	55	55	0.00	718,400.85
EFT's	0	0	0.00	0.00
	156	126	0.00	2,034,551.06

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	101	66	0.00	1,328,345.47
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	-12,195.26
Bank Drafts	55	55	0.00	718,400.85
EFT's	0	0	0.00	0.00
	156	126	0.00	2,034,551.06

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	6/2023	490,773.96
100	GENERAL FUND	7/2023	1,543,777.10
			2,034,551.06

Account Number	Name	Date	Type	Amount	Reference
102-0002167-01	McGuire, C.M.	7/24/2023	Refund	\$ 8.31	Check #: 16241
102-0002496-01	Mills, Richard M	7/24/2023	Refund	\$ 8.40	Check #: 16242
102-0002650-02	French, Michael	7/24/2023	Refund	\$ 109.07	Check #: 16243
102-0003143-02	Clark, April	7/24/2023	Refund	\$ 72.00	Check #: 16244
102-0005008-05	Rocklin 41 LLC	7/24/2023	Refund	\$ 1,864.50	Check #: 16245
102-0008468-04	Mangino, Paul	7/24/2023	Refund	\$ 107.67	Check #: 16246
102-0012530-02	Moudgil, Jayant	7/24/2023	Refund	\$ 108.31	Check #: 16247
103-0004222-02	Inc, RLS Funding	7/24/2023	Refund	\$ 5.37	Check #: 16248
103-0004713-01	Butler, Lisa	7/24/2023	Refund	\$ 123.00	Check #: 16249
106-0014148-03	Debbold, Lester	7/24/2023	Refund	\$ 46.96	Check #: 16250
106-0014310-01	Hartman, Patricia	7/24/2023	Refund	\$ 108.39	Check #: 16251
106-0015233-02	Vandeman, Tommy and Monica	7/24/2023	Refund	\$ 115.02	Check #: 16252
106-0017170-01	Parenti, Ivan	7/24/2023	Refund	\$ 108.17	Check #: 16253
112-1027192-01	Anwyl, Abigail	7/24/2023	Refund	\$ 85.07	Check #: 16254
112-1027502-01	Mangus, James and Elizabeth	7/24/2023	Refund	\$ 7.87	Check #: 16255
112-1027933-02	Trust, Zillow Homes Property	7/24/2023	Refund	\$ 38.52	Check #: 16256
112-1027936-01	Barnett, Travis	7/24/2023	Refund	\$ 108.00	Check #: 16257
112-1029431-01	Popeck, Ashley and Brian	7/24/2023	Refund	\$ 107.82	Check #: 16261
112-1029726-01	Uppal, Jaspal and Jasveet	7/24/2023	Refund	\$ 107.88	Check #: 16258
113-1026538-00	LP, Taylor Village 2018	7/24/2023	Refund	\$ 65.96	Check #: 16259
113-1026557-00	Black Pine Communities	7/24/2023	Refund	\$ 7.20	Check #: 16260
			TOTAL REFUNDS	\$ 3,313.49	

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

Cc: Herb Niederberger, General Manager

Subject: 2nd Quarter Investment Report
(April 1, 2023 through June 30, 2023)

Board Date: August 3, 2023

Overview

In accordance with Section 53646 of the California Government Code, this report provides the Board with a quarterly investment report.

The investments held by the District on June 30, 2023, are shown in Attachment 1 and totaled \$73.30 million. The portfolio is in compliance with the Board's adopted Policy #3120 regarding District investments and has the ability to meet the next six months of cash flow requirements. As of June 30, 2023, the District's investment portfolio had an average quarterly rate of return of 0.73 percent.

Recommendation

Staff recommends that the Board of Directors receive and file the 2nd Quarter Investment Report.

Strategic Plan Priorities

This action is consistent with SPMUD Strategic Plan Priorities:

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

Related District Ordinances and Policies

This action is in conjunction with the following District Policies:

- Policy 3120 – Investment of District Funds

Fiscal Impact

There is no direct fiscal impact associated with the preparation of this report.

Attachments:

1. 2nd Quarter South Placer Municipal Utility District Investment Report
2. Allocation by Fund, Allocation by Investment Type, and Historical Performance

INVESTMENT REPORTING PERIOD: April 1, 2023 - June 30, 2023

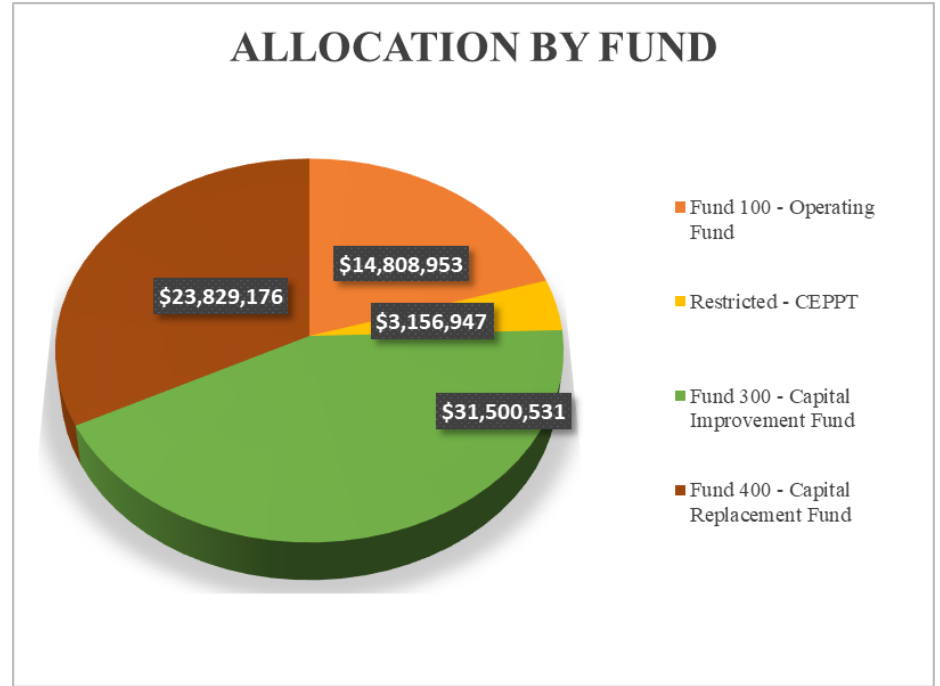
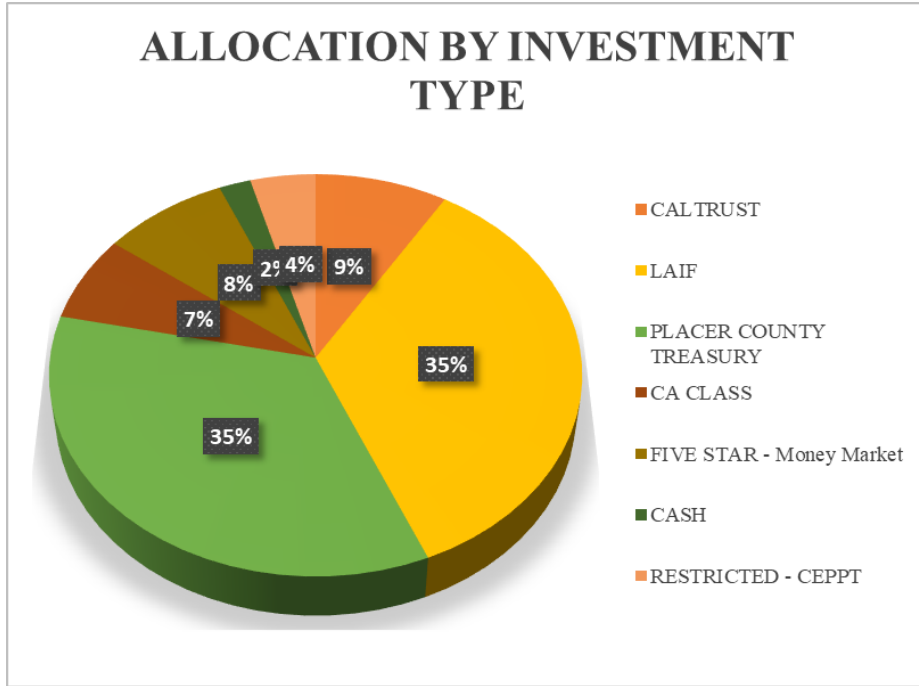
MEETING DATE: August 3, 2023

Investment	Account Balance Prior Year Apr 22 - Jun 22	Account Balance Previous Quarter Jan 22 - Mar 22	Market Value Apr 23 - Jun 23	Quarterly Rate of Return	% of Portfolio
CALTRUST - Short Term	\$ 4,303,219	\$ 4,398,354	\$ 6,419,937	1.06%	9%
CALTRUST - Medium Term	\$ 8,901,196	\$ 1,967,057	\$ -	-	-
PLACER COUNTY TREASURY	\$ 25,003,615	\$ 25,290,891	\$ 25,460,827	0.58%	35%
LAIF (Local Agency Investment Fund)	\$ 24,978,939	\$ 25,364,678	\$ 25,563,827	0.75%	35%
CA CLASS	\$ -	\$ -	\$ 5,062,129	0.97%	7%
FIVE STAR - Money Market	\$ -	\$ 6,054,558	\$ 6,097,695	0.75%	8%
CASH	\$ 11,193,862	\$ 9,247,405	\$ 1,534,245	0.13%	2%
RESTRICTED - CEPPT	\$ 3,029,342	\$ 3,102,584	\$ 3,156,947	1.06%	4%
TOTAL/AVERAGE	\$ 77,410,173	\$ 75,425,527	\$ 73,295,607	0.73%	100%

QUARTERLY TRANSFERS

CalTRUST: None
 CA CLASS: \$5M to California CLASS from Cash (moved from CalTRUST Medium-Term Fund on March 29, 2023)
 LAIF: None
 PLACER COUNTY: None
 FIVE STAR MM: None

Attachment 2 – Allocation by Fund, Allocation by Investment Type, and Historical Performance



Historical Performance					
	3 months	6 months	1 year*	3 year*	5 year*
CalTRUST Short Term	1.06%	2.20%	3.29%	0.95%	1.63%
CalTRUST Medium Term	-1.80%	1.29%	0.81%	-0.79%	1.15%
Placer County	0.67%	1.25%	1.82%	0.84%	1.22%
CA Class	0.97%	1.95%	3.89%	-	-
LAIF	0.75%	1.40%	2.24%	1.03%	1.47%
Five Star MM	0.75%	1.40%	2.24%	1.03%	1.47%
CEPPT	1.06%	2.54%	-2.46%	2.54%	-

*Annualized

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Josh Lelko, Engineering Technician
Subject: Acceptance of the Bill of Sale for the Croftwood Phase 4 Sewer Improvements
Meeting Date: August 3, 2023

Overview

The Croftwood Phase 4 improvements are located within the City of Rocklin, approximately two hundred feet southwest of the intersection of Tree Swallow Circle and Secret Preserve Drive. The Croftwood Phase 4 project consists of public sewer improvements to serve seventeen (17) single-family residential homes for a total of 17 EDU. The Croftwood Phase 4 improvements include the following infrastructure:

- Installation of one thousand, seven hundred and four (1,704) linear feet of sanitary sewer pipe;
- Installation of seven (7) manholes; and
- Installation of five hundred and seventy-one (571) linear feet of lower laterals.

Recommendation

Staff recommends that the Board of Directors accept the attached Bill of Sale for the Croftwood Phase 4 sewer improvements.

Strategic Plan Goal

This action is consistent with the following Strategic Plan Priorities:

- Maintain an excellent regulatory compliance record
- Leverage existing and applicable technologies to improve efficiencies.

Fiscal Impact

The estimated value of the contributed capital is \$966,757.

Attachments:

1. Bill of Sale
2. Map – Croftwood Phase 4

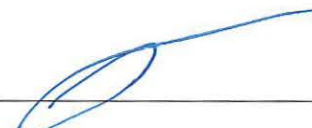
BILL OF SALE

CROWNE PROPERTIES, INC., a California Corporation, 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 CROFTWOOD PHASE 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 June 19, 2023

By: CROWNE PROPERTIES, INC., a California Corporation



Signature

JAY TIMOTHY LEWIS, PRESIDENT
Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Placer

On June 19, 2023 before me, Lisa L Shearon, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jay Timothy Lewis
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/hér/their authorized capacity(ies), and that by his/hér/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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



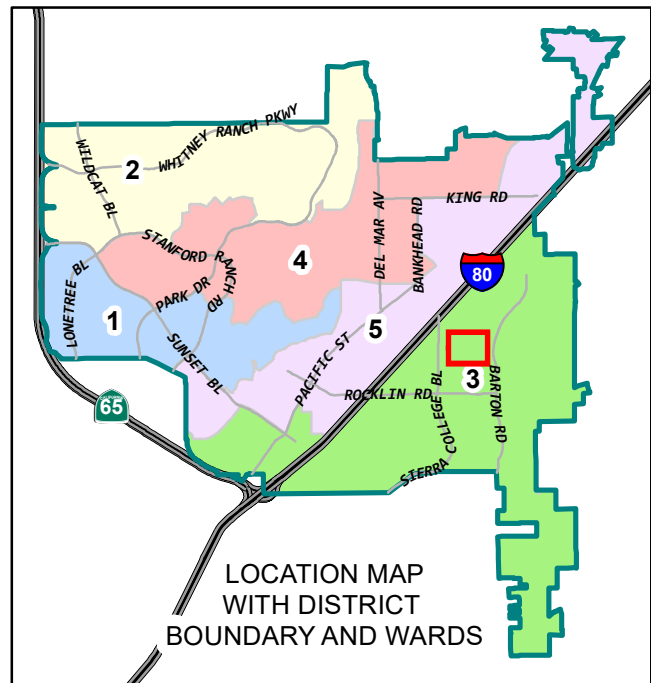
0 175 350 Feet
 1 in = 350 ft



Croftwood Phase 4

17 EDU

Date: 7/17/2023
 Author: Curtis Little
 Document Path:
 G:\spmud_gis\mxd\Bill of Sale\2023\MXD\Croftwood4.mxd



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Eric Nielsen, District Superintendent

Cc: Herb Niederberger, General Manager

Subject: Resolution 23-23 Notice of Completion for the
Emergency Replacement of Sewer Main K03-009

Meeting Date: August 3, 2023

Overview

The Sewer Main K03-090 Emergency Replacement Project included the removal and replacement of approximately 330 linear feet of sewer main and associated surface restoration. The District awarded the Sewer Main K03-090 Emergency Replacement Project in April to Lafleur Excavating, Inc. and the project was substantially complete on May 18, 2023. The original contract price was \$320,180.00 and there were no change orders. The project is ready for District acceptance.

A Notice of Completion has been prepared for the project with the assistance of District Legal Counsel. Once executed, the Notice of Completion will be filed at the Placer County Recorder's Office.

Recommendation

Staff recommends that the Board of Directors:

- Accept the improvements constructed as the Sewer Main K03-090 Emergency Replacement Project.
- Adopt Resolution 23-23 authorizing the General Manager to execute the Notice of Completion for the Sewer Main K03-090 Emergency Replacement Project.

Strategic Plan Goal

This action is consistent with the SPMUD Mission:

- Protecting public health and the water environment.

This action is consistent with SPMUD Core Values:

- Stewardship – We will be accountable and committed to responsible management and respect our environment.

Attachments:

1. Resolution 23-23 Acceptance of the Sewer Main K03-090 Emergency Replacement Project
2. Notice of Completion – Sewer Main K03-090 Emergency Replacement Project.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 23-23

ACCEPTANCE OF THE SEWER MAIN K03-090 EMERGENCY REPLACEMENT PROJECT

WHEREAS, the South Placer Municipal Utility District (SPMUD) Board of Directors awarded the Sewer Main K03-090 Emergency Replacement Project (Project) construction contract in April of 2023 to Lafleur Excavating, Inc., and

WHEREAS, Lafleur Excavating, Inc. constructed the Project per SPMUD standards and met the requirements of the contract documents and plans and specifications for the Project improvements.

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of the South Placer Municipal Utility District to authorize the General Manager to execute the Notice of Completion for the Sewer Main K03-090 Emergency Replacement Project.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of August 2023.

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

Attest: _____
Emilie Costan, Board Secretary

Recording Requested By
And Return To:

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

No Fee per Government
Code § 6103 and 27383

NOTICE OF COMPLETION

Notice is given by the SOUTH PLACER MUNICIPAL DISTRICT (the “District”), a public agency, 5807 Springview Drive, Rocklin California 95677, that the work known as SOUTH PLACER MUNICIPAL UTILITY DISTRICT/ Sewer Main K03-090 Emergency Replacement Project (6628 Lonetree Blvd, Rocklin, CA) was considered by the District to be completed on the 18th day of May, 2023. The undersigned caused the work to be performed and the contract was made with Lafleur Excavating, Inc. (1588 Bedell Court Unit B Roseville, CA 95747), to construct approximately four hundred sixty-five lineal feet of fence with screening and a vehicular sliding gate system. The surety for said Contractor is Travelers Casualty and Surety Company of America (One Tower Square – Hartford, CT 06183). Said work is situated in the City of Rocklin, Placer County, State of California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Rocklin, California, this 3rd day of August 2023.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

Herb Niederberger, General Manager

[Attach notary acknowledgment]

PROOF OF SERVICE DECLARATION

I, Eric Nielsen, declare that I served copies of the above NOTICE OF COMPLETION,

- a) By personally delivering copies to _____ at _____ on _____, _____, at _____, _____AM/PM.
- b) By Registered of Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on August 4, 2023.
- c) By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for service of Summon and Complaint in a Civil Action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Rocklin, California, this 3rd day of August 2023.

Signature of Person Making Service

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: Adopt Resolutions 23-24 and 23-25, Approving Memorandums of Understanding (MOUs) with District Employees and Managers

Meeting Date: August 3, 2023

Overview

Pursuant to the Municipal Utility District Act of the State of California (MUD Act), commencing with Section 11510 of the Public Utilities Code of the State of California, and in accordance with District Policy 2010 – Civil Service Employment Manual, the South Placer Municipal Utility District (District) maintains a Civil Service System Employee Manual to provide the guidance for the development and application of personnel policies, and to direct the General Manager to administer personnel relations accordingly.

On March 16, 2023, per the recommendation of the Personnel Advisory Committee and District General Counsel, the General Manager executed an agreement with Boutin Jones Inc. to represent the District in employment matters and labor negotiations. An attorney from Boutin Jones, Mr. Gage Dungy was recommended to assist the District as the labor relations representative.

The District’s labor relations representative met separately with representatives of the District Employee Association and Individual Management Employees and conferred in good faith. The District Board of Directors and the Employee Groups have reached agreement on matters relating to the employment conditions of said employees as reflected by the attached “Memorandums of Understanding” (MOUs).

The MOUs cover the period of July 1, 2023, through June 30, 2025. The MOUs include a phased cost of living increase and extended employee counseling visits for both Employee Groups, and an increase in the District 457 match, additional days eligible for double time pay, an increase to standby pay, and an increase in the safety gear reimbursement allowance for the Employee Association. The MOUs express the interest to eliminate the retiree life insurance benefit for

future retirees in return for restructuring the District paid term life insurance benefit for both Employee Groups and restructure the 401(a) contribution for Individual Management Employees. Finally, the MOUs eliminate the Wellness Sick Leave Incentive Program and Performance Merit Pay Program.

The Personnel Advisory Committee met on July 26, 2023, to review the proposed MOUs. The Advisory Committee concluded the provisions and agreements contained in the MOUs are fair and proper and in the best interests of the District and the covered employees of the South Placer Municipal Utility District Employee Association and Individual Management Group.

Recommendation

Staff recommends that the Board of Directors adopt:

- 1) Resolution 23-24 approving the Memorandum of Understanding (MOU) with District Employees; and
- 2) Resolution 23-25 approving the Memorandum of Understanding (MOU) with District Managers.

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Priorities:

- Make SPMUD a Great Place to Work
- Provide Exceptional Value for the Cost of Sewer Service

Fiscal Impact

The projected fiscal impact of both the MOUs in Fiscal Year 2023/24 is approximately \$114,000. The projected fiscal impact of both the MOUs in Fiscal Year 2024/25 is approximately \$76,000. The cumulative projected cost of the 2-year MOUs is \$190,000.

Attachments:

- 1) Resolution 23-24 approving the Memorandum of Understanding (MOU) with District Employees; and
- 2) Resolution 23-25 approving the Memorandum of Understanding (MOU) with District Managers

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 23-24

**ADOPTING A MEMORANDUM OF UNDERSTANDING WITH
SOUTH PLACER MUNICIPAL UTILITY DISTRICT EMPLOYEE ASSOCIATION**

WHEREAS, the South Placer Municipal Utility District (the “District”), pursuant to the Municipal Utility District Act of the State of California (the “MUD” Act), commencing with Section 11501 of the Public Utilities Code of the State of California, enacted a Civil Service System pursuant to Section 12051 thereof; and

WHEREAS, District Policy 2010 – Civil Service Employment Manual, mandates that the District maintain a Civil Service System Employee Manual to provide the guidance for the development and application of personnel policies, and to direct the General Manager to administer District personnel relations accordingly; and

WHEREAS, the District’s labor relations representative has met with representatives of the South Placer Municipal Utility District Employee Association covered under this resolution and conferred in good faith; and

WHEREAS, the parties have reached agreement on matters relating to the employment conditions of said employees as reflected by the Memorandum of Understanding (the “MOU”), which is attached hereto and made a part hereof; and

WHEREAS, the Board of Directors of the District finds that the provisions and agreements contained in said MOU are fair and proper and in the best interests of the District and the covered employees of the South Placer Municipal Utility District Employee Association.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the terms and conditions contained in said MOU are hereby adopted, as ratified by the South Placer Municipal Utility District Employee Association.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, California this 3rd day of August, 2023.

Signed:

James T. Williams, President of the Board of Directors

Attest:

Emilie Costan, Board Secretary

MEMORANDUM OF UNDERSTANDING (“MOU”)
BETWEEN
SOUTH PLACER MUNICIPAL UTILITY DISTRICT
AND THE
SOUTH PLACER MUNICIPAL UTILITY DISTRICT EMPLOYEE ASSOCIATION

July 1, 2023 – June 30, 2025

The South Placer Municipal Utility District (“District”), through its Board of Directors (“Board”) met during a regular Board meeting on August 3, 2023, to approve the following MOU with the South Placer Municipal Utility District Employee Association (“Association”) on matters relating to the employment conditions of District employees represented by the Association. This document memorializes the following terms and conditions approved by the Board between the District and the Association as part of this MOU:

1. All previously negotiated MOU business points remain in effect unless specifically modified, changed, or removed by this current MOU.
2. This MOU will be effective for two (2) years, commencing July 1, 2023 and ending on June 30, 2025. The terms and conditions of this MOU will be made effective retroactively to the pay period beginning June 29, 2023.
3. The Employee Salary Schedule will be adjusted as follows:
 - a. Effective in the pay period beginning June 29, 2023, a 2% wage increase will be provided to all Association employees.
 - b. Effective in the pay period beginning January 11, 2024, a 1% wage increase will be provided to all Association employees.

- c. Effective in the pay period beginning July 11, 2024, a 2% wage increase will be provided to all Association employees.
 - d. Effective in the pay period beginning January 9, 2025, a 1% wage increase will be provided to all Association employees.
4. Employees who respond to callouts during any District holiday as provided under the Civil Service System Employee Manual will receive double time. Section 2.7 (Double Time) of the District's Civil Service System Employee Manual will be updated to reflect the above-referenced modification.
 5. Employees who are placed on stand-by duty will be paid at the rate of \$60.00 per day. Section 2.9 (Standby Duty) of the District's Civil Service System Employee Manual will be updated to reflect the above-referenced modification.
 6. During the term of the MOU, the District will eliminate the retiree life insurance benefit for future retirees of the District not already receiving the benefit and will increase the level of term life insurance coverage for current employees during their employment. Section 4.2 (Health Insurance Programs – Life Insurance) of the District's Civil Service System Employee Manual will be updated during the term of the MOU at the time this modification can be made.
 7. The District will increase its match payment under the deferred compensation program to \$150 per pay period. Section 4.5 (Deferred Compensation Program) of the District's Civil Service System Employee Manual will be updated to reflect the above-referenced modification.
 8. The District will increase the annual reimbursement for safety gear for applicable full-time employees who work in the field to \$350 per fiscal year. Section 5.1 (Uniforms – Safety Gear Reimbursement) of the District's Civil Service System Employee Manual will be updated to reflect the above-referenced modification.
 9. The District will provide Hepatitis B immunization to all District employees. Section 5.4 (Employee Wellness Incentive Program – Sick Leave Avoidance) of the District's Civil

Service System Employee Manual will be updated to reflect the above-referenced modification.

10. The Sick Leave Incentive (Individual Incentives, Group Incentives, and Employee Health (Health Club Subsidy)) of the Employee Wellness Incentive Program will be eliminated. Section 5.4 (Employee Wellness Incentive Program – Sick Leave Incentive) of the District’s Civil Service System Employee Manual will be removed to reflect the above-referenced modification.
11. Effective October 1, 2023, the Performance Merit Pay Program will be eliminated going forward. Section 5.5 (Performance Merit Pay Program) of the District’s Civil Service System Employee Manual will be updated to reflect the above-referenced modification.
12. The District agrees to provide the Concern “Extended Counseling Visits” program in addition to the existing Concern Employee Assistance Program to provide up to 20 counseling visits for an employee. Section 5.6 (Miscellaneous Benefits – Employee Assistance Program) of the District’s Civil Service System Employee Manual will be updated to reflect the above-referenced modification.

These changes will become effective as provided in this MOU, and as approved by the Board of Directors on August 3, 2023.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

James T. Williams, President of the Board of Directors

Date

SOUTH PLACER MUNICIPAL UTILITY DISTRICT EMPLOYEE ASSOCIATION:



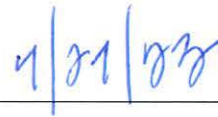
Aaron Moore, Lead Inspector

7/27/2023

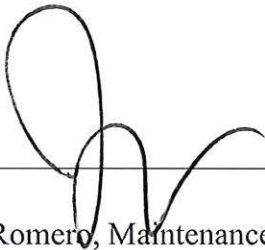
Date




Stacey Larick, Administrative Services Assistant III



Date



John Romero, Maintenance Worker I



Date

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 23-25

**ADOPTING A MEMORANDUM OF UNDERSTANDING WITH
INDIVIDUAL MANAGEMENT EMPLOYEES**

WHEREAS, the South Placer Municipal Utility District (District), pursuant to the Municipal Utility District Act of the State of California (the “MUD” Act), commencing with Section 11501 of the Public Utilities Code of the State of California, enacted a Civil Service System pursuant to Section 12051 thereof; and

WHEREAS, District Policy 2010 – Civil Service Employment Manual, mandates that the District maintain a Civil Service System Employee Manual to provide the guidance for the development and application of personnel policies, and to direct the General Manager to administer District personnel relations accordingly; and

WHEREAS, the District’s labor relations representative has met with individual management employees covered under this resolution and conferred in good faith; and

WHEREAS, the parties have reached agreement on matters relating to the employment conditions of said employees as reflected by the Memorandum of Understanding (the “MOU”) which is attached hereto and made a part hereof; and

WHEREAS, The Board of Directors of the District finds that the provisions and agreements contained in said MOU are fair and proper and in the best interests of the District and the covered individual management employees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South Placer Municipal Utility District that the terms and conditions contained in said MOU are hereby adopted, as ratified by the individual management employees.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, California this 3rd day of August, 2023.

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

Attest: _____
Emilie Costan, Board Secretary

MEMORANDUM OF UNDERSTANDING (“MOU”)

BETWEEN

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

AND THE

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT INDIVIDUAL MANAGEMENT
EMPLOYEES**

July 1, 2023 – June 30, 2025

The South Placer Municipal Utility District (“District”), through its Board of Directors (“Board”) met during a regular Board meeting on August 3, 2023, to approve the following MOU with the South Placer Municipal Utility District Individual Management Employees (“Management Employees”) on matters relating to the employment conditions of the Management Employees. This document memorializes the following terms and conditions approved by the Board between the District and the Management Employees as part of this MOU:

1. All previously negotiated MOU business points remain in effect unless specifically modified, changed, or removed by this current MOU.
2. This MOU will be effective for two (2) years, commencing July 1, 2023 and ending on June 30, 2025. The terms and conditions of this MOU will be made effective retroactively to the pay period beginning June 29, 2023.
3. The Employee Salary Schedule will be adjusted as follows:
 - a. Effective in the pay period beginning June 29, 2023, a 2% wage increase will be provided to all Management Employees.
 - b. Effective in the pay period beginning January 11, 2024, a 1% wage increase will be provided to all Management Employees.

- c. Effective in the pay period beginning July 11, 2024, a 2% wage increase will be provided to all Management Employees.
 - d. Effective in the pay period beginning January 9, 2025, a 1% wage increase will be provided to all Management Employees.
- 4. During the term of the MOU, the District will eliminate the retiree life insurance benefit for future retirees of the District not already receiving the benefit and will increase the level of term life insurance coverage for current employees during their employment. Section 4.2 (Health Insurance Programs – Life Insurance) of the District’s Civil Service System Employee Manual will be updated during the term of the MOU at the time this modification can be made.
- 5. The existing Supplemental Retirement Program for Management Employees that provides up to 5% of the individual management employee’s salary into a 401(a) defined contribution plan based on successful completion of performance goals and subject to annual Board authorization will be eliminated at the end of calendar year 2023. Effective the first full pay period after January 1, 2024, the District will contribute 5% of the individual management employee’s annual salary into the 401(a) defined contribution plan as applied equally over each pay period during the year. Individual management employees may voluntarily elect to make additional after-tax contributions into the 401(a) plan on a per pay period basis up to the maximum amount permitted by law. Section 4.6 (Supplemental Retirement Program for Management Employees) of the District’s Civil Service System Employee Manual will be updated to reflect the above-referenced modification.
- 6. The District will provide Hepatitis B immunization to all District employees. Section 5.4 (Employee Wellness Incentive Program – Sick Leave Avoidance) of the District’s Civil Service System Employee Manual will be updated to reflect the above-referenced modification.
- 7. The Employee Health (Health Club Subsidy) of the Employee Wellness Incentive Program will be eliminated. Section 5.4 (Employee Wellness Incentive Program –

Employee Health) of the District's Civil Service System Employee Manual will be removed to reflect the above-referenced modification.

8. The District agrees to provide the Concern "Extended Counseling Visits" program in addition to the existing Concern Employee Assistance Program to provide up to 20 counseling visits for an employee. Section 5.6 (Miscellaneous Benefits – Employee Assistance Program) of the District's Civil Service System Employee Manual will be updated to reflect the above-referenced modification.

These changes will become effective as provided in this MOU, and as approved by the Board of Directors on August 3, 2023.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

James T. Williams, President of the Board of Directors

Date

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT INDIVIDUAL MANAGEMENT
EMPLOYEES:**

Emilie Costan

7/27/2023

Emilie Costan, Administrative Services Manager

Date

Carie Huff

Carie Huff, District Engineer

7/21/23

Date

Eric Nielsen

Eric Nielsen, Superintendent

7/27/23

Date

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

Cc: Carie Huff, District Engineer

Subject: Adoption of Resolutions 23-26 Professional Services Agreement with Cartwright Nor Cal, Inc., 23-27 Professional Services Agreement with Ubor Engineering and Planning, 23-28 Professional Services Agreement with Coastland Civil Engineering

Meeting Date: August 3, 2023

Overview

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

Cartwright Nor Cal (Del Rio Court and Delmar Avenue Sewer Extension Project)

The Del Rio Court and Delmar Avenue Sewer Extension Project is identified in the System Evaluation and Capacity Assurance Plan (SECAP) as a major facility. Initially, the project was proposed to be constructed in two phases as part of a private development on the border of Rocklin and Loomis and eligible for a credit and reimbursement agreement. However, the District has since secured the existing plans to complete the construction as a District project. Cartwright Nor Cal was the engineer on the original improvement plans and it is most efficient for them to consolidate the plans, provide technical specifications and construction support.

The project consists of the construction of approximately 3,300 feet of 15-inch sewer line. In addition, there will be stubs for two future development projects on Delmar Avenue. The estimated cost of construction based on the Schedule of Values is \$4,100,000. Cartwright Nor Cal has proposed a cost of \$35,000 to consolidate plans, provide technical specifications and construction support. The project is included in the budget in Fund 300 and the intent is to complete the design and initiate construction in FY23/24.

Ubor Engineering and Planning (Jack in the Box Sewer Replacement Project)

The Jack in the Box Sewer Replacement Project is located between the Comfort Inn and Suites and the food service establishments along Rocklin Road. The District currently operates two lines in parallel and one of the lines requires high-frequency maintenance due to the pipe material (ACP) and the flat slope. The District proposes to eliminate the existing ACP lines and remove and replace the existing 8-inch sewer line and reconnect the existing customers.

The project consists of the abandonment of approximately 350 feet of pipe and the replacement of approximately 450 feet of an 8-inch sewer line. Multiple existing commercial customers will be reconnected to the new main line. The estimated cost of construction based on the Schedule of

Values is \$300,000. Uborra Engineering and Planning has proposed a cost of \$72,620 to provide environmental support, complete the survey, prepare improvement plans and technical specifications and provide construction support. The project is included in the budget in Fund 400 and the intent is to complete the design and initiate construction in FY23/24.

Coastland (Taylor Road Crossing)

There is an existing sewer crossing on Taylor Road in Newcastle (near the Portuguese Hall) that is threaded through the existing storm drain pipe. The District will be constructing a new crossing of approximately 125-feet with minimum separation from the existing storm drain and removing the existing sewer pipe from the storm drain.

Coastland prepared a proposal with a cost of \$51,510 to survey, pothole existing utilities, prepare improvement plans, generate technical specifications, and provide construction support. The estimated cost of construction based on the Schedule of Values is \$150,000. The project is included in the budget in Fund 100 and the intent is to complete the design and initiate construction in FY23/24.

Coastland (Main Street, Newcastle)

The District adopted the Newcastle Master Plan in May of 2017 which identifies high-risk areas of the Newcastle sewer system. The Main Street Project is one of the larger scale projects identified in the master plan and reroutes existing laterals and sewer mains from behind houses to the Main Street right-of-way.

Coastland prepared a proposal with a cost of \$123,965 to survey, pothole existing utilities, prepare improvement plans, generate technical specifications, and provide construction support. The estimated cost of construction based on the Schedule of Values is \$750,000; however, this is a difficult and complex project, and the cost will be adjusted as the design is refined. The design is included in the budget in Fund 100 in FY23/24 and the intent is to budget for construction in FY24/25.

Recommendation

Staff recommends that the Board of Directors adopt:

1. Resolution 23-26 Professional Services Agreement with Cartwright Nor Cal, Inc.; and
2. Resolution 23-27 Professional Services Agreement with Uborra Engineering and Planning; and
3. Resolution 23-28 Professional Services Agreement with Coastland Civil Engineering.

Strategic Plan Goals

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

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

Related Board Policies and Resolutions

Policy 3150 – Purchasing Policy

Fiscal Impact

The projects are included in the FY23/24 budget. The design and construction of the Del Rio Court and Delmar Avenue Sewer Extension Project is \$4,240,000 from Fund 300. The design and construction of the Jack in the Box Sewer Replacement Project is \$400,000 from Fund 400. The

design and construction of the Taylor Road Crossing Newcastle is programmed to be \$200,000 from Fund 100 and the design of Main Street in Newcastle is \$125,000 from Fund 100.

Attachments:

- Resolution 23-26 Professional Services Agreement with Cartwright Nor Cal, Inc.
- Resolution 23-27 Professional Services Agreement with Ubora Engineering and Planning
- Resolution 23-28 Professional Services Agreement with Coastland Civil Engineering

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 23-26

**AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH CARTWRIGHT NOR CAL, INC.
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEL RIO COURT AND
DELMAR AVENUE SEWER EXTENSION PROJECT**

WHEREAS, the South Placer Municipal Utility District (District) has identified the Del Rio Court and Delmar Avenue Sewer Extension Project in the System Evaluation and Capacity Assurance Plan (SECAP); and

WHEREAS, the District allocated funding of \$4,240,000 from Fund 300 in the FY23/24 budget; and

WHEREAS, Cartwright Nor Cal, Inc. had previously designed the project in two phases as part of another development; and

WHEREAS, utilizing the services of Cartwright Nor Cal, Inc. there is a recognized cost savings to consolidate the plans, prepare the specifications, and provide construction support.

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute a Professional Services Agreement with Cartwright Nor Cal, Inc. for professional engineering services for the Del Rio Court and Delmar Avenue Sewer Extension Project for an amount not to exceed \$35,000.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of August 2023.

Signed: _____

James T. Williams, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary



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

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT TERM: Two (2) years

EXECUTED:

Provide Professional Engineering Services for the Del Rio Court and Delmar Avenue Sewer Extension Project.

DISTRICT: South Placer Municipal Utility District

DISTRICT REPRESENTATIVE: Carie Huff

(916) 786-8555; chuff@spmud.ca.gov

CONTRACTOR: Cartwright Nor Cal, Inc.

CONTRACTOR REPRESENTATIVE: Mike Micheels

(916) 978-4001; MikeM@cartwright-aec.com

SERVICES:

The undersigned agrees to complete the work as outlined in the proposal for the Del Rio Court and Delmar Avenue Sewer Extension Project which includes consolidating the improvement plans, preparing the technical specifications, and providing bidding and construction support (reference the attached proposal).

Hourly Rates and Billing Schedule shall be in accordance with Exhibit "A."

Total Services shall not exceed \$35,000.00.

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

Name and address of contractor:

Cartwright Nor Cal, Inc.
3010 Lava Ridge Court, Suite 160
Roseville, CA 95661
(916) 978-4001

Signature of person authorized to sign:

Print Name: _____

Title: _____

Date: _____

NOTICE OF AWARD (This section for District use only)

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

Print Name: Herbert E. Niederberger

Title: General Manager

Signature: _____

Date: _____

GENERAL PROVISIONS

1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for two years. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$35,000.00. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to ap@spmud.ca.gov or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant upon ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes.

Consultant also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Consultant's obligations to the District under this Contract.

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

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

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant will comply with such provisions before commencing with any work of this Agreement.
12. INTEREST IN AGREEMENT: Consultant covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.
13. NEGLIGENCE: Consultant shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Consultant's employees.
14. INDEMNITY: In accordance with California Civil Code Section 2782.8, Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of Consultant's negligence, recklessness or willful misconduct in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.
15. INSURANCE REQUIREMENTS: Consultant agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

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

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

19. MISCELLANEOUS PROVISIONS:

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

Exhibit A INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Special Risks or Circumstances

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

A Proposal for the Provision of Limited Professional Services CARTWRIGHT NOR CAL, INC.

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

Date: July 25, 2023
Project Number: 223___

Project Name: Del Rio Court and Delmar Avenue Sewer Extension

Location: City of Rocklin, CA

PROJECT UNDERSTANDING:

It is our understanding that the South Placer Municipal Utility District (SPMUD) is looking to update the two existing phased sewer extension plans previously prepared by Cartwright Nor Cal, Inc. (CNC) into one complete set of plans and specifications to be bid and awarded by SPMUD.

The following scope and fee is being provided based on the above understanding and the information provided by SPMUD to CNC:

SCOPE OF SERVICES:

TASK 1. CONSTRUCTION DOCUMENTS

CNC will update the current phased improvement plan sets prepared for the Del Rio Court and Delmar Avenue Sewer Extension into one set of improvement plans per SPMUD standards. CNC will prepare technical specifications for the project along with quantities and cost estimates.

Subtask 1.1 90% Improvement Plans, Technical Specifications and Cost Estimate

CNC will prepare 90% improvement plans, technical specifications and cost estimate for SPMUD review and comment.

Subtask 1.2 100% Improvement Plans, Technical Specifications and Cost Estimate

Based on SPMUD review comments received for the 90% PS&E package, CNC will update plans, technical specifications and estimate to 100% complete and submit for SPMUD review and comment.

Subtask 1.3 Final Improvement Plans, Technical Specifications and Cost Estimate

Based on SPMUD review comments received for the 100% PS&E package, CNC will update plans, technical specifications and estimates ready for bidding and construction.

TASK 2. CLIENT COORDINATION, SUBMITTALS, & REVIEW

CNC will coordinate with SPMUD, attend meetings (2 meetings at 4 hours each are included in this scope, additional meetings can be included as additional scope on a T&M basis), review PS&E comments from SPMUD. *We propose to provide this Subtask on a Time & Expense basis with a not-to-exceed budget. For budgeting purposes, we have allocated a maximum of forty (40) hours for this subtask.*

TASK 3. BIDDING & CONSTRUCTION SUPPORT

CNC will provide bidding and construction support services based on the following:

Subtask 3.1 Bidding Assistance

CNC will attend pre-bid conference and provide responses to contractor questions and prepare required Addendum during the bidding phase. *We propose to provide this Subtask on a Time & Expense basis with a not-to-exceed budget. For budgeting purposes, we have allocated a maximum of twenty-six (26) hours for this subtask.*

Subtask 3.2 Construction Support

CNC will attend pre-construction meeting, review and process contractor submittals, shop drawings and substitution requests, review and respond to contractor RFI's, and conduct a maximum of three (3) site visits to assess progress and conformance with construction documents. *We propose to provide this Subtask on a Time & Expense basis with a not-to-exceed budget. For budgeting purposes, we have allocated a maximum of forty (40) hours for this subtask.*

Subtask 3.3 As-built Plans

CNC will prepare record documents based on contractor provided redlines which will also include any plan revisions processed through the bidding and construction support tasks. *We propose to provide this Subtask on a Time & Expense basis with a not-to-exceed budget. For budgeting purposes, we have allocated a maximum of twelve (12) hours for this subtask.*

SCOPE CONDITIONS/UNDERSTANDINGS:

- It is of the mutual understanding that the trunk sewer plans previously prepared by Cartwright Nor Cal will be utilized for preparation of the proposed SPMUD plans.
- Services not explicitly described herein will be provided by others and are not a part of this agreement.
- CNC will have access to the site for activities necessary for the performance of the services herein.
- SPMUD shall be responsible for and CNC may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the SPMUD to the design team pursuant to this project. CNC may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services for this project.

CARTWRIGHT NOR CAL

CIVIL ENGINEERING & PROJECT MANAGEMENT

FEE ARRANGEMENT - per each Task as follows:

	<u>Lump Sum Fee</u>	<u>T&M Budget</u>
TASK 1 – CONSTRUCTION DOCUMENTS		
Subtask 1.1 90% Plans, Technical Specs & Estimate	\$ 8,500	
Subtask 1.2 100% Plans, Technical Specs & Estimate	\$ 4,100	
Subtask 1.3 Final Plans, Technical Specs & Estimate	\$ 3,200	
TASK – CLIENT COORDINATION, SUBMITTALS & REVIEWS		\$ 6,600
TASK 3 – BIDDING & CONSTRUCTION SUPPORT		
Subtask 3.1 Bidding Assistance		\$ 4,100
Subtask 3.2 Construction Support		\$ 6,600
Subtask 3.3 As-built Plans		<u>\$ 1,900</u>
	<u>\$ 15,800</u>	<u>\$ 19,200</u>
(Tasks 1 thru 3 total) =		\$ 35,000

Time and Materials Tasks will be per the attached Rate Schedule

CARTWRIGHT NOR CAL

CIVIL ENGINEERING & PROJECT MANAGEMENT

RATE SCHEDULE 2023

As of January 1, 2023

HOURLY RATE SCHEDULE

Principal.....	\$200
Director.....	\$190
Sr. Project Manager.....	\$170
Project Manager.....	\$160
Sr. Project Engineer.....	\$155
Project Engineer.....	\$145
Sr. Project Designer.....	\$135
Project Designer.....	\$125
Engineering Technician.....	\$110
Administration.....	\$90

Additional Rate Information:

- Direct expenses (including, but not limited to reproduction, postage, agency fees, per diem, etc.) & subconsultant costs will be billed at cost plus fifteen percent (15%).
- Mileage will be billed at \$0.72 per mile.
- Standard hourly rates do not apply to a demand to perform work during an overtime period.

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 23-27

**AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH UBORA ENGINEERING AND
PLANNING, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE
JACK IN THE BOX SEWER REPLACEMENT PROJECT**

WHEREAS, the South Placer Municipal Utility District (District) has identified the Jack in the Box Sewer Replacement Project as a capital project due to high-frequency maintenance requirements; and

WHEREAS, Ubora Engineering and Planning, Inc. was selected from the short list of qualified engineering consultants created in May of 2023; and

WHEREAS, the District allocated funding of \$400,000 from Fund 400 in the FY23/24 budget for design and construction of the Jack in the Box Sewer Replacement Project; and

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

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute a Professional Services Agreement with Ubora Engineering and Planning, Inc. for professional engineering services for the Jack in the Box Sewer Replacement Project for an amount not to exceed \$72,620.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of August 2023.

Signed: _____

James T. Williams, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary



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

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT TERM: Two (2) years

EXECUTED:

Provide Professional Civil Engineering and Project Management Services for the Jack in the Box Sewer Replacement Project.

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

CONTRACTOR: Uborra Engineering and Planning, Inc.
CONTRACTOR REPRESENTATIVE: David Berry
(916) 780-2500; dave@uborainc.com

SERVICES:

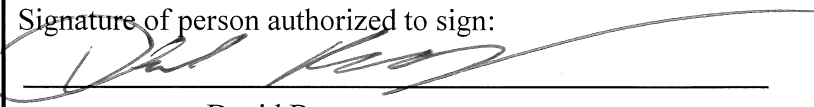
Uborra Engineering & Planning, Inc. agrees to provide professional civil engineering services including design, engineering, surveying, project management and construction support to create plans, specifications and estimates per the Proposal for Civil Engineering Services for “Jack-in-the-Box” Sewer Abandonment & Relocation, Rocklin, CA (Exhibit A attached).

Hourly Rates and Billing Schedule shall be in accordance with Exhibit B (attached).

Total Services shall not exceed \$72,620.00.

This includes all applicable taxes and fees.

Proof of insurance, as described in the General Provisions, has been provided to the District.

<p>Name and address of contractor: Uborra Engineering and Planning, Inc. 2901 Douglas Boulevard, Suite 285 Roseville, CA 95661 (916) 780-2500</p>	<p>Signature of person authorized to sign:  Print Name: <u>David Berry</u> Title: <u>President</u> Date: <u>July 14, 2023</u></p>
---	---

NOTICE OF AWARD (This section for District use only)

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

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

GENERAL PROVISIONS

1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the "Agreement Documents." The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for one year with an option to extend for one additional year. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$72,620.00. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. "Reimbursable Expenses" are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District's satisfaction. Invoices shall be emailed to ap@spmud.ca.gov or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant upon ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term "information" means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems.
8. **NOTIFICATION OF MATERIAL CHANGES IN BUSINESS:** Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout,

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

9. WARRANTY: Consultant warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.

10. STANDARD OF PERFORMANCE: Consultant shall perform in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California and in compliance with all requirements of this Contract. All products that Consultant delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession.

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

11. CERTIFICATE OF COMPLIANCE WITH LABOR CODE 3700: Section 3700 of the Labor Code requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and the Consultant will comply with such provisions before commencing with any work of this Agreement.

12. INTEREST IN AGREEMENT: Consultant covenants that neither it nor any of its employees has an interest in this Agreement which would conflict in any manner or degree with the performance of its services hereunder.

13. NEGLIGENCE: Consultant shall be responsible for performing the work in a safe and skillful manner consistent with generally accepted standards and shall be liable for its own negligence and the negligent acts of its employees. District shall have no right of control over the manner in which the work is done but only as to its outcome and shall not be charged with the responsibility of preventing risk to any of Consultant's employees.

14. INDEMNITY: In accordance with California Civil Code Section 2782.8, Consultant shall indemnify, defend, and hold harmless the District, its officers, officials, agents and employees from and against any and all claims, costs, losses and expenses arising out of Consultant's negligence, recklessness or willful misconduct in connection with the performance of work or failure to comply with the obligations contained in the Agreement Documents, except such loss or damage which was caused by the active negligence or willful misconduct of the District.

15. INSURANCE REQUIREMENTS: Consultant agrees to have and maintain the policies set forth in Exhibit A entitled "INSURANCE REQUIREMENTS," which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the District as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the District. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

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

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

19. MISCELLANEOUS PROVISIONS:

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

Exhibit A
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

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

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Special Risks or Circumstances

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



Engineering & Planning, Inc.

2901 Douglas Blvd., Suite 285
Roseville, California 95661
Ph: (916) 780-2500
Fax: (916) 780-6777
www.uborainc.com

**South Placer Municipal Utility District
Proposal for Civil Engineering Services for
“Jack-in-the- Box” Sewer Abandonment & Relocation, Rocklin, CA.**

June 22, 2023

I. Project Description

South Placer Municipal Utility District (District) desires to have Uborra Engineering & Planning Inc., (Consultant) provide professional civil engineering services including design, engineering, surveying and project management to create plans, specifications and estimates (PS&E). The project is located in Rocklin, CA and is generally described as the abandonment/relocation of the District's existing sanitary sewer facilities that are currently serving commercial properties in the vicinity of the Jack-in-the-Box and Marios Early Toast on Rocklin Road (Project). The Project will include making provisions to accommodate and relocate existing services impacted by the abandonment.

II. Consultant Representatives:

Consultant Principal in Charge: David Berry, P.E.

Consultant Lead Engineer: Joseph Olsen, P.E.

III. Scope of Services:

This Scope of Service provides the description of various professional civil engineering and support services provided by Consultant. The scope has been crafted to provide the following services:

- Task A – Project Management & Meetings
- Task B – Utility Identification
- Task C – Base Mapping – Topographic & Boundary Surveys
- Task D – Exhibits
- Task E – Preliminary Design
- Task F – Preliminary Engineering Plans & Estimate (35% complete)
- Task G – City of Rocklin Processing
- Task H – Detailed Engineering Plans & Updated Estimate (90% complete)
- Task I – Final Design Plans, Specifications and Estimate (100% complete)
- Task J – Environmental Determination documentation
- Task K – Final Bid Documents (by SPMUD Staff)
- Task L – Bid Support Services
- Task M – Construction Support Services
- Task N – Record Drawings

Task A - Project Management & Meetings

Consultant will coordinate with the District Engineer and will perform general project management throughout the duration of the Project. Consultant will work closely with the District to develop a

project schedule and regularly update throughout the progress of the design and PS&E preparation. Consultant will keep the District Engineer apprised of progress and issues that may arise. Following the Project kick-off meeting, the Consultant will commence with data collection, and will attend a site walk-through with District staff to identify unique items of concern and confirm that the Project team's understandings are similar. Consultant will attend all meetings where their presence is deemed necessary by the District, including project kick off meeting, project design development and project review meetings.

Task B - Utility Identification:

Consultant will coordinate with District to send out Utility Letter "A" plans to various utility providers requesting their identification of existing utilities and services. Consultant will coordinate with the District to have the Project limits marked by USA Alert. Consultant will research and review available utility and improvement plan information provided by District, City and utility companies in the vicinity of the Project to evaluate potential service impacts and possible conflicts. Consultant may also determine if any potholing of existing utilities is recommended based on their evaluation of existing data. If utility relocations become necessary, Consultant will coordinate with the District to initiate utility relocation request Utility "B" plans.

Task C - Base Mapping - Topographic & Boundary Design Surveys

Consultant will have their surveyor research existing recorded deeds, easements and maps in the vicinity of the Project. Consultant's surveyor will, based on the City of Rocklin's horizontal and vertical control network, perform a boundary and topographic survey of the Project area. Surveyor will locate the monuments in the area and retrace the boundary and easements in the vicinity of the Project. Surveyor will utilize an unmanned aerial vehicle to create an ortho-rectified aerial photo. Utilizing conventional survey methods, surveyor will locate the existing visible utilities and utility markings. The inverts of all accessible manholes will be measured, and all information will be drafted and overlaid onto the aerial photo and boundary. The final product will become the base mapping for use in preparation of sewer improvement plans.

Task D - Exhibits:

On an as requested basis, Consultant can assist the District in preparing miscellaneous exhibits for CEQA, right of way, cooperative agreements, public outreach or other needs to support the District.

Task E - Preliminary Design

Once the existing data and design surveys are compiled, Consultant will prepare a preliminary design concept that addresses the constraints of the project. The preliminary design will be prepared with the intent for the District to evaluate the conceptual design against the project objectives, constraints and provide direction on the decision to proceed with engineering design plans.

Task F - Preliminary Engineering Design Plans and Estimate (35% complete)

Upon the District's approval of the Preliminary Design of the Project, Consultant shall prepare preliminary civil engineering plans for construction of the Project. Plans shall conform with the District's standards and shall include, but not limited to the following: Cover sheet with vicinity map; civil site plan, phasing/demolition plan, plan and profile(s), and appropriate notes and details.

Consultant shall prepare an engineer's opinion of probable construction quantities of the improvements which Consultant designs. Based on the Consultant's construction quantities, Consultant will coordinate with the District on reasonably appropriate unit prices to apply and create an engineer's estimate for the Project. Consultant will meet with the District and introduce their preliminary engineering design plans and estimate to initiate the District's plan check and review process.

Task G - City of Rocklin Processing

Consultant will coordinate with the District to submit their 35% PS&E plans to the City of Rocklin Engineering Department for the City's review. Consultant will respond to City plan check comments and keep the District informed as to the City's input. Consultant will resubmit their 90% PSE plans to the City, if necessary, for the City's review and approvals.

Task H - Detailed Engineering Design Plans, Specifications and updated Estimate (90% complete)

Based upon the feedback provided by the District on the 35% Plan submittal, Consultant shall modify their plans to respond to the District's plan check comments and add engineering details as necessary to create a complete set of plans. A preliminary set of the project's Bid Item List and Bid Schedule Detail will be prepared, and the engineer's estimate will be updated to reflect the updated design. Consultant will submit to the District for review the 90% PS&E submittal. Prior to submittal to the District, an internal quality control review will be performed.

Task I - Final Engineering Design Plans, Specifications and Estimate (100% complete)

Based upon the District's feedback from the 90% submittal, Consultant will incorporate necessary refinements to the plans, estimate and the Bid Item List & Bid Schedule Detail, perform an internal quality control review, and then submit to the District for their final approval. Consultant will stamp and sign their final plans.

Task J – Environmental Determination Documentation

Consultant will prepare the background documentation supporting the District's environmental determination for the Project. Consultant assumes that the project will fall under the California Environmental Quality Act, Article 19 - Categorical Exemptions, Section 15302, (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. Consultant will write a narrative of the Project's characterization under this exemption for the District's documentation purposes and potentially for the District's use in their staff report supporting their Board's resolution of approval.

Task K - Final Bid Documents

Preparation of the District's contract and bid documents are assumed to be performed by District staff.

Task L - Bid Support Services

Consultant will support and coordinate with District's Engineer, attend pre-bid meetings, respond and distribute any RFI's during the bidding process.

Task M - Construction Support Services

Consultant will assist the District during the construction of the Project. Consultant will conduct periodic on-site field visits to observe progress and to be available to answer questions regarding actual field conditions and design intent. These construction observations shall not be considered as inspection. Consultant will respond to RFIs; draft change orders, and review pay estimates, as requested. Consultant will assist the District in responding to issues that may arise during construction and facilitate solutions.

Task N - Record Drawings

Consultant will prepare Record Drawings based on the contractor’s and District’s Inspectors notes and red-lines.

IV. Compensation:

District will pay Consultant on a Time and Expense basis in accordance with the Consultant’s Professional Service Fees Schedule. Below is an Estimated Budget Summary reflecting Consultant’s estimated manhours, expenses and total costs.

ESTIMATED BUDGET SUMMARY

TASK #	TASK DESCRIPTION	PRINCIPAL IN CHARGE	LEAD ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEERING ASSISTANT	ADMINISTRATIVE ASSISTANCE	UBORA MANHOOUR CHARGES	SURVEYOR - CPE	DIRECT COSTS - PRINTING	TASK TOTAL
	HOURLY RATE \$/HR.	\$ 220	\$ 200	\$ 150	\$ 125	\$ 100	\$ 85	Estimated Costs			
		Estimated Hours									
A	Project Management & Meetings	20	10	4				\$ 7,000		\$ -	\$ 7,000
B	Utility Identification	6	8		4		2	\$ 3,590		\$ -	\$ 3,590
C	Base Mapping - Topo & Bndy Survey	2	2		4			\$ 1,340	\$ 5,750	\$ -	\$ 7,090
D	Exhibits		4	2	4	4		\$ 2,000		\$ -	\$ 2,000
E	Preliminary Design	4	12	18		2		\$ 6,180		\$ -	\$ 6,180
F	Prelim. Eng. Plans (35% PS&E)	4	16	24	12		4	\$ 9,520		\$ 500	\$ 10,020
G	City of Rocklin Processing		8					\$ 1,600		\$ 500	\$ 2,100
H	Detailed Eng. Plans (90% PS&E)	8	24	24	32		4	\$ 14,500		\$ 500	\$ 15,000
I	Final Design (100% PS&E)	4	12	8	16			\$ 6,480		\$ 500	\$ 6,980
J	Environmental Deteremination support	6						\$ 1,320		\$ -	\$ 1,320
K	Final Bid Documents (see note below)							\$ -		\$ -	\$ -
L	Bid Support Services	6	12	4				\$ 4,320		\$ -	\$ 4,320
M	Construction Support Services		16	4	4			\$ 4,300		\$ -	\$ 4,300
N	Record Drawings	1	4			12		\$ 2,220		\$ 500	\$ 2,720
Totals		61	128	88	76	18	10	\$ 64,370	\$ 5,750	\$ 2,500	\$ 72,620

Note: Task K, Preparation of the District’s contract and bid documents are assumed to be performed by District staff.



Engineering & Planning, Inc.

2901 Douglas Blvd., Suite 285
Roseville, California 95661
Ph: (916) 780-2500
Fax: (916) 780-6777
www.uborainc.com

Ubor Engineering & Planning, Inc.
Professional Service Fees
January 2023

Principal Engineer.....	\$200 - \$220 per hour
Lead Engineer.....	\$185 - \$200 per hour
Principal Planner	\$185-\$200 per hour
Project Manager.....	\$150 - \$175 per hour
Senior Engineer.....	\$150 - \$175 per hour
Project Engineer.....	\$125 - \$150 per hour
Assistant Engineer.....	\$100 - \$125 per hour
Project Planner.....	\$125 - \$140 per hour
Engineering Technician.....	\$100 - \$125 per hour
Administrative Assistant.....	\$85 per hour
Mileage.....	0.80 per mile
Out-of-Pocket.....	cost plus 15%
Subconsultants.....	subconsultant fee plus 15%
Expert Witness/ Legal Support.....	Two times standard hourly rate

Website address: WWW.UBORAINC.COM

SOUTH PLACER MUNICIPAL UTILITY DISTRICT
RESOLUTION NO. 23-28
AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND DCCM FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE
TAYLOR ROAD CROSSING AND
THE MAIN STREET SEWER REPLACEMENT IN NEWCASTLE

WHEREAS, the South Placer Municipal Utility District (District) has identified the Taylor Road Crossing and the Main Street Sewer Replacement in Newcastle as capital projects; and

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

WHEREAS, the District allocated funding of \$200,000 for design and construction from Fund 100 for the Taylor Road Crossing and \$125,000 for the design from Fund 100 for the Main Street Sewer Replacement in Newcastle in the FY23/24 budget; and

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

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute Professional Services Agreements with Coastland DCCM for professional engineering services for the Taylor Road Crossing for an amount not to exceed \$51,510 and the Main Street Sewer Replacement Project in Newcastle for an amount not to exceed \$123,965.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of August 2023.

Signed: _____

James T. Williams, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary



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

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT TERM: Two (2) years

EXECUTED:

Provide Professional Engineering Services for the Taylor Road Crossing Project in Newcastle.

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

CONTRACTOR: Coastland DCCM
CONTRACTOR REPRESENTATIVE: John Wanger
(707) 571-8005; wanger@coastlandcivil.com

SERVICES:

The undersigned agrees to complete the work as outlined in the proposal for the Taylor Road Sewer Crossing in Newcastle which includes survey, potholing, environmental, preparing improvement plans and technical specifications, permitting, and engineering support during bidding and construction (reference the attached proposal).

Hourly Rates and Billing Schedule shall be in accordance with Exhibit "A."

Total Services shall not exceed \$51,510.00.

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

Table with 2 columns: Name and address of contractor, Signature of person authorized to sign. Includes fields for Print Name, Title, and Date.

NOTICE OF AWARD (This section for District use only)

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

Table with 2 columns: Print Name, Signature, Title, Date. Includes handwritten entries for Herbert E. Niederberger and General Manager.

GENERAL PROVISIONS

1. **SCOPE OF SERVICES:** Consultant shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Consultant enters into this Agreement as an independent Consultant and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for two years. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMEPENSATION:** Payments shall be paid monthly upon completion of services for a total amount not to exceed \$51,510. The District reserves the right to perform any of these services with its own staff or to retain other Consultants to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Consultant for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Consultant is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to ap@spmud.ca.gov or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Consultant ten days written notice. Consultant shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Consultant may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the Consultant may gain access to and use District information. The Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the Consultant shall comply with all policies governing the use of the District network and technology systems. The foregoing obligations shall not prevent Consultant from disclosing only those portions of Confidential Information that are required to be disclosed by law, government regulation, rule, ethical obligation, subpoena or court order, provided that Consultant provides reasonable prior notice to the District of such required disclosure and takes reasonable lawful measures to avoid or minimize such disclosure, including providing reasonable assistance to District with respect to any appropriate action that

District may decide to take. All obligations and restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years from the Effective Date of this Agreement.

8. NOTIFICATION OF MATERIAL CHANGES IN BUSINESS: Consultant agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Consultant also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Consultant's obligations to the District under this Contract.
9. REPRESENTATION: Consultant warrants and represents that it has the skill and experience or has such skilled and experienced personnel available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants and represents that it will exercise the Standard of Care to comply with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Consultant shall perform in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California (the "Standard of Care") and in compliance with all requirements of this Contract. All products that Consultant delivers to District under this Contract must be prepared consistent with the Standard of Care.

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

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

16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

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

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

19. MISCELLANEOUS PROVISIONS:

- A. Consultant shall not engage in unlawful employment discrimination.
- B. Information received from the Consultant will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked "trade secret" when provided to the District, the District shall give notice of any request for disclosure. The Consultant shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The Consultant shall have sole responsibility for defense of the "trade secret" designation.
- C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
- D. Consultant shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.
- E. To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and its officers, directors, partners, employees, agents, and subconsultants to District and anyone claiming through or under District, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed and be limited to the percentage of fault attributable to Consultant.
- F. Consultant and District waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or to their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

Exhibit A INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory,

additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Special Risks or Circumstances

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

Include if the services provided under this Contract include one of the following:

- _____ Construction work in an amount exceeding \$25,000;
- _____ Land Surveying, material testing, or inspection services provided for a construction project during the design, pre-construction, construction, or post-construction phases of the project; or
- _____ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any of the lines is checked above, this Contract includes "Public Work" under the California Labor Code and is subject to the following requirements:

- A. **Payment of Prevailing Wages:** Contractor and any subcontractor(s) performing any Public Work shall comply with the applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775.

- B. **DIR Registration:** California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors. Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR registration number(s).

Contractor DIR Registration #: _____

- C. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- D. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under the California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- E. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the District will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.
- F. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

1.

June 23, 2023

Carie Huff, PE
District Engineer
South Placer Municipal Utility District
5807 Springview Drive
Rocklin, CA 95677
916-786-8555
Email: chuff@spmud.ca.gov

Subject: Engineering Design Services for Taylor Road Sewer Crossing

Dear Carie,

South Placer Municipal Utility District (SPMUD) has asked Coastland | DCCM to provide a proposal for the design of the subject project. The District would like design and construction to be completed within the 23/24 fiscal year. The intent of this proposal is to outline the scope, fee and schedule to complete the design work and deliver construction-ready construction documents to the District within this deadline.

The project involves the relocation of an existing 8-inch gravity sewer main located inside a culvert crossing on Taylor Road near the Portuguese Hall. The sewer line will be relocated to a new crossing location parallel to the existing culvert and the existing SS line will be abandoned. The replacement pipe will be constructed based on District standards, although we will review the pipe loading and adequacy of the District standards for the road crossing and suggest alternate materials or special construction methods if appropriate.

Based on this understanding, our proposed approach will be as outlined below:

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT

Coastland | DCCM will perform project coordination, monitoring, and administration throughout the project duration. We will attend a project kickoff meeting which may be held at District offices, on-site, or virtually. We will prepare a project schedule for potholing (if required), development of construction drawings, coordination with utilities, County encroachment permit engineering services during construction, and all other scope items included in the final contract. We will implement a quality assurance/quality control (QA/QC) program for the project. We will provide progress summaries, and updated project schedules at least monthly. Our monthly invoices will contain a cost summary report. We will organize, participate in and document progress meetings and submittal review meetings. We assume a total of three (3) virtual progress and submittal review meetings will be required.

Deliverables:

- Baseline schedule.
- Progress summary, revised project schedule, and cost summaries report, at least monthly.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
420 Executive Court North, Ste. G
Fairfield, CA 94534
Tel: 707.702.196

TASK 2 - PERMITTING AND COORDINATION

Coastland | DCCM will request utility maps from utilities in the vicinity of the planned work. We do not anticipate utility potholing will be required as part of this project, however we can engage Arrow Construction to perform potholing, as needed, to confirm the depth and location of critical utilities that may affect the work. If potholing is required, we plan to arrange an Underground Service Alert (USA) notification to field mark existing utilities in advance of the potholing. Utility potholing has been included as an optional service in Task 5.

Our services include coordination with the District, affected utilities and other stakeholders. Permanent Easements are assumed not to be required. Rights-of-entry (ROE) are anticipated to be required for this work. We understand that the District will take the lead in negotiating these easements and will rely on Coastland | DCCM to provide location, size and description of ROE's required for the work. These will be provided to the District for their negotiations with the affected property owners.

We will prepare an encroachment permit application for work that will take place within the right-of-way for Taylor Road. We understand that the District will pay all permitting fees.

We will work with the District to determine the most appropriate construction materials and methods, alignment or other mitigations desired by the District to best accommodate the constraints of the installation and the District's needs.

We believe the project will qualify for a categorical exemption under Section 15301(b) and 15302(c),. Accordingly, our scope of work includes assisting the District in filing the Notice of Exemption with the State. In the event that the project does not qualify for a categorical exemption, we assume that the District or its environmental consultant will complete any permit applications, or other supporting work required.

Assumptions:

- District will take the lead in negotiating any required rights-of-entry.
- We will prepare and submit an encroachment permit application to Placer County for the work within the right-of-way.
- The District will provide CCTV for the existing sewer main located in the culvert so we can locate existing laterals.
- The District requested that this project be open cut. It is not known if this will be acceptable to the County, particularly since Taylor Road appears to be concrete. If open cut is not allowed, then alternatives such as bore and jack or HDD will need to be considered.
- District will pay all permitting fees.
- Filing of a Notice of Exemption will be the only environmental action required for the project.

Deliverables:

- One hard copy and one electronic (PDF) of all permit applications.

TASK 3 - DESIGN DRAWINGS, SPECIFICATIONS AND COST ESTIMATES

Survey scope to be limited and include manhole locations and a localized survey area that will include Storm Drain, Existing Sewer Locations and existing improvements.

Coastland | DCCM will perform the engineering design and prepare the construction documents for the planned pipe replacements in conformance with SPMUD's Standard Specifications and Details. Given the relative simplicity of the project, we propose to first design and submit 60% design drawings for review by the District.

We will then prepare final construction drawings for use by the District. At this stage, we expect to provide cost estimate and specifications.

Following completion of construction, we will prepare record drawings of the project based on markups provided by SPMUD construction staff.

Deliverables:

- 60 Percent submittal:
 - Four (4) full size (24x36) hard copies (if requested) and one electronic (PDF) of draft drawings.
- Final submittal:
 - Four (4) full size (24x36) hard copies (if requested) and one electronic (PDF) of final drawings, cost estimate and specifications.
 - AutoCAD files of all drawings.
- Record Drawings:
 - One signed full-size set of Record Drawings (electronic or hard copies, as requested).

TASK 4 - DIRECT COSTS

This task covers the reimbursement of direct costs and 15% markup incurred by Coastland | DCCM for the project including printing, mileage, postage, etc.

TASK 5 - OPTIONAL SERVICES

If required and authorized by the District, Coastland | DCCM will also provide the services listed below.

Utility potholing services are proposed through our subconsultant Arrow Construction. We do not anticipate this will be required for this project, so it has been added as an optional service. Arrow provides these services on a per-day basis and the price quoted assumes one day.

We are available if needed to provide engineering support during construction. This may include field reviews and meetings, preparation of alternative design details to accommodate unknown field conditions, or other support the District may desire.

Assumptions:

- We have included utility potholing services for up to one full day as an optional service.
- Traffic Control Plan is assumed to be provided by the contractor. We can provide at additional cost if required.
- No soils information was provided. It is assumed that the existing soils will be suitable for construction of the proposed pipeline. Geotechnical borings may be provided at additional cost at District request.
- We have assumed that any construction staking required will be provided by the District. If desired, we can use the surveyor to provide construction staking for an additional fee.
- Survey is expected to be completed in concurrence with the Newcastle Main Street project

PROJECT FEE AND SCHEDULE

Based upon our described scope of work, we propose to provide our professional services for Tasks 1 through 4 on an hourly rate basis for a total not-to-exceed amount of \$33,915 for the work as described above, and \$51,510 including the optional services listed in Task 5. The proposed fee is broken down by the estimated values for each task in the attached Work Estimate.

June 23, 2023
Ms. Carie Huff

Dane Schilling, PE, Supervising Engineer and manager of Coastland | DCCM's Auburn office, will provide project oversight. Laurie Loaiza, PE will be the design lead and the District's main point of contact for responding to the District's needs and coordinating with the available staff. Laurie can be reached at (530) 968-4235 or loaiza@coastlandcivil.com if you have any questions regarding this proposal.

If you have any questions related to the contract, please contact me at wanger@coastlandcivil.com or by phone at (707) 571-8005. We thank you for this opportunity and look forward to working with you.

Sincerely,



John Wanger, PE
CEO



Laurie Loaiza, PE
Senior Engineer

EXHIBIT "A" - DESIGN WORK ESTIMATE

Construction Projects 2023/2024		Taylor Road Crossing					SPMUD			
Task Information							Subconsultant			
TASK		Supervising Engineer	Senior Engineer	Assoc. Engineer	Senior CAD	Constructability Review	Survey	Arrow	TOTAL HOURS	TOTAL FEE
		DS	LL	LG	KS	AK				
		\$225	\$200	\$180	\$175	\$180				
1 PROJECT MANAGEMENT										
1.1	Project Kickoff and Progress Meetings (3)		4	4					8	\$1,520
1.2	Project Schedule		4						4	\$800
1.3	Project Administration		6						6	\$1,200
	Subtotal								18	\$3,520
2 PERMITTING AND COORDINATION										
2.1	Encroachment Permits		8	6					14	\$2,680
2.2	Utility Coordination & mapping		2	6	8				16	\$2,880
2.3	CEQA Permitting (Neg Dec)		4						4	\$800
2.4	Mics Coordination with SPMUD (ROW, Ops, etc.)		4						4	\$800
	Subtotal								38	\$7,160
3 DESIGN DRAWINGS AND SPECIFICATIONS										
3.1	Topo and Set up Base Maps			2	4		\$3,450		6	\$4,510
3.2	Review CCTV of existing SS, Determine Alignment and Prepare ROE Exhibits (if needed)		2	4	4				10	\$1,820
3.4	60 Percent Plans	2	4	16	16	1			39	\$7,110
3.3	Technical Specifications and Cost Estimate	1	6	16		1			24	\$4,485
3.5	Final Plans		4	4	12	1			21	\$3,800
3.6	Record Drawings		1	2	4				7	\$1,260
	Subtotal								107	\$22,985
4 Direct Costs (repro, mileage, etc.)										\$250
Subtotal - Design		3	49	60	48	3	\$ 3,450	\$ -	163	\$33,915
5 OPTIONAL SERVICES										
5.1	Utility Pothing (1 day)			8	2			\$12,765	10	\$14,555
5.2	Engineering Support During Bidding and Construction		8	8					16	\$3,040
	Subtotal								26	\$17,595
Total Cost		3	57	76	50	3	\$ 3,450	\$ 12,765	189	\$51,510

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

Cc: Carie Huff, District Engineer

Subject: Resolution 23-29 Addendum 2 to the Professional Services Agreement with NexGen Utility Management

Meeting Date: August 3, 2023

Overview

The Granite Terrace Subdivision is located in Rocklin between Granite Drive and Racetrack Road near the Placer County Library. The subdivision consists of forty-one single family homes with a gravity sewer system internal to the subdivision and a lift station that pumps out to Granite Drive. The project has been under construction since 2018 and has yet to be completed.

The City of Rocklin approved recordation of the Granite Terrace final map in 2021, prior to completion of the sewer improvements. As such, the District requested the City of Rocklin provide security for the remaining sewer improvements in the Granite Terrace Subdivision Improvement Agreement; however, the District is not signatory to the Subdivision Improvement Agreement. On November 4, 2021, the District adopted Resolution 21-41 authorizing the General Manager to enter into an agreement with the City of Rocklin for Disbursement of Security in Connection with the Granite Terrace Subdivision Improvement Agreement. This agreement provides the mechanism in which the District may request the security to fund outstanding sewer improvements if the developer fails to meet the terms of the Granite Terrace Subdivision Agreement. The developer has not met the terms of the Granite Terrace Subdivision Agreement and has not completed the necessary sewer improvements including the construction of the on-site lift station. In May 2023, the District requested that the City fulfill its obligations under the Disbursement of Securities Agreement and call on the bond or other security furnished by the Developer. It is intended that the City shall provide the District with the proceeds of the Sewer Improvement Security, as defined in the Subdivision Improvement Agreement, for up to \$1,000,000, in order to build the Sewer Improvements. The City acknowledged the District's request and indicated that they would follow up with the next steps in the process. The District is not aware of any action to date.

The District requires regular inspections and monitoring of private development projects during construction. In April of 2022, the District became aware that NexGen Utility Management, the project engineer, suspended on-site inspection and monitoring due to nonpayment by CEC Homes (the developer). As such, the District placed CEC Homes on notice that the District would contract directly with NexGen to provide resident engineering and inspections services for the lift station to ensure compliance with the District's standards and approved improvement plans. In addition, the District has requested the services of the structural engineer to provide inspection and punch list items for the lift station building.

The District entered into a professional services agreement with NexGen Utility Management in June of 2022 for an amount of \$14,950 to cover the cost of resident engineering, inspection, and monitoring services for the lift station construction. The District issued Addendum 1 in March of 2023 for \$9,970 bringing the total to \$24,920. As previously mentioned, the lift station is still under construction and there are likely months left prior to completion. As such, additional funds are required for resident engineering, inspection, and monitoring services. Since any expenditure over \$50,000 requires Board approval per District Policy 3150, staff is requesting approval of Addendum 2 which includes a time extension and additional funds. Staff expects these expenditures to be reimbursed when the City exercises the security.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 23-29 to enter into an addendum to the Professional Services Agreement with NexGen Utility Management.

Strategic Plan Goals

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

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

Related Board Policies and Resolutions

Policy 3150 – Purchasing Policy

Fiscal Impact

NexGen’s proposal for professional services is \$50,000, bringing the total to \$74,920. The District requires reimbursement of all outstanding fees, including staff time and outside consultant costs, prior to project acceptance. All costs incurred by NexGen will be reimbursed to the District.

Attachments:

- Resolution 23-29 Addendum 2 to the Professional Services Agreement with NexGen Utility Management
- Professional Services Agreement with NexGen Utility Management

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 23-29

**AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT WITH NEXGEN UTILITY
MANAGEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR THE
GRANITE TERRACE SUBDIVISION AND LIFT STATION PROJECT**

WHEREAS, the South Placer Municipal Utility District (District) approved the Granite Terrace Subdivision and Lift Station Improvement Plans (Project) in 2018; and

WHEREAS, the Project has been in construction since 2018 and the completion date is unknown; and

WHEREAS, the District requires the developer of the Project to provide resident engineering, construction inspection, and monitoring services for construction of the Granite Terrace Lift Station; and

WHEREAS, the developer of the Project neglected to provide resident engineering, inspection, and monitoring services for the project; and

WHEREAS, resident engineering, inspection, and monitoring is required to ensure that construction of the Project meets the District's Standard Specifications and Improvement Standards for Sanitary Sewers; and

WHEREAS, NexGen Utility Management is the engineer of record for the Granite Terrace Lift Station Improvement Plans and has been providing the resident engineering, inspection, and monitoring services; and

WHEREAS, the District desires to utilize the services of NexGen Utility Management through the completion of the project to ensure continuity.

WHEREAS, The District entered into a professional services agreement with NexGen Utility Management in June of 2022 for an amount of \$14,950 to cover the cost of resident engineering, inspection, and monitoring services for the lift station construction and issued Addendum 1 in March of 2023 for \$9,970 bringing the total to \$24,920.

WHEREAS, NexGen's has given the District a proposal for resident continued engineering, inspection, and monitoring services for the lift station construction for an additional \$50,000, bringing the total cost to \$74,920.

WHEREAS, per District Policy 3150, any expenditure over \$50,000 requires Board approval, staff is requesting approval of this second addendum which includes a time extension and additional funds.

NOW, THEREFORE BE IT RESOLVED, the South Placer Municipal Utility District Board of Directors authorizes the General Manager to execute a Professional Services Agreement with NexGen Utility Management for construction inspection, testing, and sign off at the Granite Terrace Sewer Pump Station for an amount not to exceed \$74,920.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of August 2023.

Signed: _____

James T. Williams, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary



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

PROFESSIONAL SERVICES AGREEMENT
Addendum 2 – Additional Construction Inspection, Testing and Sign Off

AGREEMENT TERM: One (1) year

EXECUTED:

Provide Professional Services for construction inspection, testing and sign off per the approved Granite Terrace Lift Station Improvement Plans and District Standards and Specifications.

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

CONTRACTOR: NexGen Utility Management, Inc.
CONTRACTOR REPRESENTATIVE: Dan Rich, Vice President
(916) 779-7301; drich@nexgenum.com

SERVICES:

The undersigned agrees to complete the additional construction inspection, testing and sign off at the Granite Terrace Sewer Pump Station on a time a materials (T&M) basis. Billing Rates shall be in accordance with Exhibit A.

Original Professional Services Agreement dated 6/1/22 (Exhibit B)	\$14,950.00
Addendum 1 Additional Construction Inspection, Testing and Sign Off	\$9,970.00
Addendum 2 Additional Construction Inspection, Testing and Sign Off (T&M)	\$50,000.00
Total Services shall not exceed	\$74,920.00

Proof of insurance, as described in the General Provisions, has been provided to the District.

Name and address of contractor:

Signature of person authorized to sign:

Print Name: Dan Rich

Title: Vice President

Date: _____

NOTICE OF AWARD (This section for District use only)

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

Print Name: Herbert E. Niederberger Title: General Manager

Signature: _____ Date: _____

GENERAL PROVISIONS

1. **SCOPE OF SERVICES:** Contractor shall do all work, attend all meetings, and carry out all activities necessary to complete all services described in the attached proposal included as part of this Agreement. This Agreement and its exhibits, attached or incorporated by reference, shall be known as the “Agreement Documents.” The Contractor enters into this Agreement as an independent contractor and not as an employee of the District.
2. **TIME OF PERFORMANCE:** The Services described in this Contract shall be provided for one year. The services are to commence upon execution and receipt of this Agreement and shall be completed in a prompt and timely manner in accordance with the conditions of the Agreement.
3. **COMPENSATION:** Payments shall be paid *monthly* upon completion of services for a total amount not to exceed \$74,920. The District reserves the right to perform any of these services with its own staff or to retain other contractors to perform the services. “Reimbursable Expenses” are limited to actual expenditures of the Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the District. No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal. Contractor is responsible for supplying invoices and all documentation necessary to verify invoices to the District’s satisfaction. Invoices shall be emailed to ap@spmud.ca.gov or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or Contractor upon ten days written notice. Contractor shall be compensated for all services provided for in the Agreement to that date. District shall be entitled to all work created pursuant to the Agreement.
5. **CHANGES:** District or Contractor may request changes to the scope of services to be performed. Such changes must be authorized in advance by the District in writing. Mutually agreed to changes shall be incorporated in written amendments to this Agreement.
6. **PROPERTY OF THE DISTRICT:** It is mutually agreed that all work or materials prepared under this Agreement shall become the property of the District. The District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term “information” means and includes any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof.
7. **CONFIDENTIALITY:** During performance of this Agreement, the contractor may gain access to and use District information. The contractor agrees to protect all District Information and treat it as strictly confidential, and further agrees that they shall at no time, either directly or indirectly, divulge, disclose, or communicate in any manner any District information to any third party without the prior written consent. In addition, the contractor shall comply with all policies governing the use of the District network and technology systems.

8. NOTIFICATION OF MATERIAL CHANGES IN BUSINESS: Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the District of the changes. Contractor also agrees to immediately notify the District of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the District under this Contract.
9. WARRANTY: Contractor warrants that it has the expertise or has experts available to perform the services set forth in this Agreement in a manner consistent with accepted standards of its profession. It warrants that it will perform said services in a legal manner in conformance with all applicable laws and guidelines.
10. STANDARD OF PERFORMANCE: Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to District under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

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

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

16. SEVERABILITY: If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
17. FACILITIES AND EQUIPMENT: Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for the contractor to perform services pursuant to this Agreement.
18. LICENSES AND PERMITS: Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including any required certification issued by the California Secretary of State.
19. MISCELLANEOUS PROVISIONS:
 - A. Contractor shall not engage in unlawful employment discrimination.
 - B. Information received from the contractor will be disclosed upon receipt of a request under the California Public Records Act; however, if any information is set apart and clearly marked “trade secret” when provided to the District, the District shall give notice of any request for disclosure. The contractor shall have five (5) days from the date of notification to enter into an agreement with the District, providing for the defense of, and complete indemnification and reimbursement of all costs incurred by the District in any legal action to compel disclosure of the information. The contractor shall have sole responsibility for defense of the “trade secret” designation.
 - C. This Agreement and its exhibits constitute the entire agreement between the parties relative to the services herein and no modifications shall be effective unless and until such modification is in writing and signed by both parties.
 - D. Contractor shall maintain and make available to District accurate records of all its costs and receipts with respect to any work under this Agreement for six months after the final payment under this Agreement.

Exhibit A INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

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

Primary Coverage

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

Umbrella or Excess Policy

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of work.

Verification of Coverage

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

Special Risks or Circumstances

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

NEXGEN UM, Inc
4010 Lennane Drive
Sacramento, CA 95834



July 21, 2023

Carie Huff, P.E.
District Engineer
South Placer Municipal Utility District
5807 Springview Drive
Rocklin, CA 95677

Dear Ms. Huff

Subject Nexgen Utility Management 2023 Billing Rates

Attached please find Nexgen Utility Management’s 2023 Hourly Billing Rate Schedule.

Principal Engineer	260
Senior Engineer	240
Associate Engineer	180
Junior Engineer	160
Construction Manager	240
Inspector	180
CAD	140

Thank you for your consideration of our team and firm. If you have any questions about our rates, please call me at (916) 779-7301 (direct line), (916) 835-3899 (cell), or email me at drich@nexgenum.com. As Vice President I am authorized by NEXGEN to sign and execute agreements with the District.

NEXGEN Utility Management

A handwritten signature in blue ink that reads "Dan Rich".

Dan Rich, P.E.
Vice President
(916) 779-7301 | drich@nexgenum.com | www.nexgenum.com
Main Office Address: 4010 Lennane Drive, Sacramento, CA 95834

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

STAFF REPORT

To: Board of Directors

From: Eric Nielsen, District Superintendent

Cc: Herb Niederberger, General Manager
Carie Huff, District Engineer
Emilie Costan, Administrative Services Manager

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

Meeting Date: August 3, 2023

Background

The District annexed the Newcastle Sanitary District in 2010. The Newcastle Wastewater Treatment Plant, which consisted of aeration and oxidation ponds, was decommissioned as part of the annexation. A lift station was constructed to convey flows from Newcastle to the District collection system in Penryn. Infiltration and inflow enter the collection system in Newcastle at a rate that can potentially overwhelm the lift station. Emergency storage ponds were constructed with the lift station project to accommodate these periodic high flows. The ponds have a single layer of polyethylene plastic liner to reduce the potential of effluent escaping into the neighboring groundwater.

District staff noticed a hole in the pond liner due to UV deterioration in the fall of 2022. During the winter of 2022/2023, northern California received significant amounts of precipitation which kept the ponds full. After the conclusion of the rainy season, District staff started to pump down the water stored in the emergency pond. As the water level dropped, staff noted much larger areas of the pond liner had failed from deterioration and the soil in some areas had started to slough beneath the liner causing bulges and stress on the liner. Additionally, as the pond level was pumped down completely, it was discovered that water was accumulating under the liner. At that point staff started to accelerate plans to address/replace the failed liner. However, due to the compromised condition of the liner and the short time before the rainy season begins, staff is recommending that the work to replace the liner be deemed as an emergency.

In accordance with Section 22050 of the Public Contract Code, in the case of an emergency, the Board of Directors, by resolution pursuant to a four-fifths vote, may cause to have a public facility repaired or replaced, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The Board of Directors may delegate authority to order any action pursuant to the replacement of the public facility to the General Manager. The Board of Directors

is required to review the emergency action(s) at every regularly scheduled meeting until the action is terminated.

In accordance with Section 15302 of the California Code of Regulations, the replacement or reconstruction of existing utility systems and/or facilities involving negligible, or no expansion or capacity are Class 2 Categorically Exempt from procedures in the California Environmental Quality Act (CEQA).

District staff explored various options to mitigate the impacts if the pond liner were not able to be replaced with an expedited timeline. These options include variations of modifying upstream manholes to discharge directly into a secondary storage pond and pumping flow back into the collection system using a portable bypass pump. While these options would mitigate the existence of the failed liner, they were determined to be too labor-intensive during rain events.

District staff communicated with qualified contractors to determine availability, approach, timeliness, and cost to complete the work. Staff evaluated the contractor's proposals and determined an emergency pond liner replacement is the only viable alternative to have the bypass pond ready prior to the start of the rainy season. Should the Board approve Resolution 23-30, the District will enter into a Construction Contract with a qualified contractor subject to the approval of the General Manager and the District's Legal Counsel.

Recommendation

Staff recommends that the Board of Directors adopt Resolution 23-30:

1. Finding that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the sewer main replacement is necessary to respond to the emergency in accordance with Section 22050 of the Public Contract Code; and
2. Finding that the Irish Lane Pond Liner Emergency Replacement Project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction); and
3. Authorizing the General Manager to execute the attached Construction Contract with a qualified contractor in an amount not to exceed \$150,000 plus a 10% contingency (\$165,000 total).

Strategic Plan Priorities

This action is consistent with SPMUD Strategic Plan Priorities:

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

Related District Ordinances, Policies, or Resolutions

Policy 3150: Purchasing Policy

Fiscal Impact

The FY 2023/24 Budget contains a line item within Fund 400 for Asset Replacement for the replacement of the pond liner. The work to replace the pond liner can be performed within the budgeted amount based on quotes received.

Attachments:

1. Resolution No. 23-30 – Emergency Designation and Emergency Authorization to Enter into a Construction Contract with a qualified contractor in an amount not to exceed \$150,000 plus a 10% contingency (\$165,000 total) for Irish Lane Pond Liner Emergency Replacement Project
2. Construction Contract

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 23-30

**EMERGENCY DESIGNATION AND AUTHORIZATION
TO ENTER INTO A CONSTRUCTION CONTRACT
FOR THE IRISH LANE POND LINER EMERGENCY REPLACEMENT PROJECT**

WHEREAS, South Placer Municipal Utility District (District) owns and operates the sewer facilities within portions of Newcastle; and

WHEREAS, the District discovered a failed pond liner during the course of routine maintenance; and

WHEREAS, the failed pond liner represents a potential threat to public health and the environment; and

WHEREAS, the District desires to replace the existing failed pond liner; and

WHEREAS, the FY 2023/24 Budget contained a line item within Fund 400 - Asset Replacement for the replacement of the Irish Lane pond liner; and

WHEREAS, the District is willing to accept the improvements in accordance with the provisions of Construction Contract and the District's Standard Specifications and Improvement Standards for Sanitary Sewers.

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

1. Finds that this emergency will not permit a delay resulting from a competitive solicitation for bids and that the pond liner replacement is necessary to respond to the emergency in accordance with Section 22050 of the Public Contract Code; and
2. Finds the Irish Lane Pond Liner Emergency Replacement Project categorically

exempt from the California Environmental Quality Act (CEQA) per Section 15302 (Replacement or Reconstruction); and

3. Authorize the General Manager to execute the attached Construction Contract with a qualified contractor in an amount not to exceed \$150,000 plus a 10% contingency (\$165,000 total).

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 3rd day of August 2023.

Signed: _____

James T. Williams, President of the Board of Directors

Attest: _____

Emilie Costan, Board Secretary

CONTRACT FOR SERVICES

SPMUD – IRISH LANE POND LINER EMERGENCY REPLACEMENT PROJECT

THIS CONTRACT is made on this ____ day of August, 2023, between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT ("District") and _____ ("Contractor").

WITNESSETH:

WHEREAS, the District desires to replace the pond liner located at Irish Lane in Newcastle, California, on an emergency basis due to a failed condition, and;

WHEREAS, the Contractor has presented a proposal to the District dated _____ (attached hereto and incorporated herein as Exhibit "A") to perform repair and replacement work to District facilities in the above-mentioned location on an emergency basis and is duly licensed, qualified and experienced to perform the construction of such facilities (the "Project" or "Work");

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 complete and useable facilities pursuant to the Scope Work set forth in the Contractor's proposal in Exhibit A, subject to the approval of and inspection by the District.

5.2 TIME OF PERFORMANCE: The Contractor is to commence upon execution of this Contract.

5.3 COMPENSATION: The Contractor shall be paid an amount not to exceed \$_____ for all work, materials and bid items described in Exhibit A without the District's prior written approval.

Said amount shall be paid upon completion of the work.

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 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 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.

SECTION 6

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SECTION 7

INSURANCE

INSURANCE REQUIREMENTS - The successful bidder must provide a current certificate of insurance, naming South Placer Municipal Utility District as also insured. Proof of coverage for the following must be provided within ten (10) business days of notification of award of contract.

Limits of Liability:

General Aggregate (Other than products/Completed Operations):	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Limit:	\$1,000,000
Each Occurrence Limit:	\$1,000,000
Fire damage	\$50,000
Medical expense (Any one person)	\$5,000

Workers compensation Insurance:

Naming the carrier, who must be authorized to do business in the State of California. The Contractor shall require all subcontractors to maintain adequate Workers Compensation Insurance.

The Contractor shall not allow any subcontractor to commence work on his subcontract until such subcontractor has provided proof of insurance in the same type and amount as specified for the Contractor, or; the Contractor shall provide policies which insures the activities of all his subcontractors to the same extent as his own.

2. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The SOUTH PLACER MUNICIPAL UTILITY DISTRICT, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising

out of the operations by or on behalf of the named insured in the performance of this Agreement."

- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the DISTRICT with respect to any insurance or self-insurance programs maintained by the DISTRICT and no insurance held or owned by the DISTRICT shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT."

3. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles, trucks and equipment.

SECTION 8

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SECTION 9

GENERAL CONDITIONS

9.1 GENERAL DESCRIPTION OF WORK: This work will be performed on an existing sewer system owned and operated by the District.

9.2 LOCATION OF WORK: The Project is located at 6628 Lonetree Blvd in Rocklin, California.

9.3 TIME OF COMPLETION: Time is of the essence, the Contractor has until May 31, 2023 to complete this project.

9.4 POINT OF CONTACT (POC): The following District personnel are available to this project:

<u>Name:</u>	<u>Capacity/Title:</u>	<u>Phone No:</u>
Eric Nielsen	Owner's Representative	(916) 786-8555
Emilie Costan	Payments	(916) 786-8555
Aaron Moore	Inspector	(916) 786-8555

The District Superintendent, or his duly appointed representative, is the project manager for this District project and is the Contractor's primary POC. Additional contact information:

Eric Nielsen Project Manager
Phone: (916) 786-8555
FAX: (916) 786-8553
E-mail: enielsen@spmud.ca.gov
Address: 5807 Springview Drive, Rocklin, CA 95677

9.5 DISPUTE RESOLUTION: In the event of any dispute between the Contractor and the District regarding payment for or prosecution of the work, the Contractor shall not stop the work but will prosecute the work to completion in the manner directed by the District. All claims for extension of time or payment of money of three hundred seventy five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with section 20104), unless the Contractor and the District agree in writing to a different manner of resolution; provided, however, the District may elect to utilize the dispute resolution procedures as provided in Article 7.1 of Chapter 1 of Part 2 of the Public Contract Code (commencing with section 10240) by providing the Contractor with a notice of such election prior to the issuance of the final contract payment.

The Contractor shall certify at the time of submission of a claim as follows:

I certify under penalty of perjury under the laws of the State of California that the claim submitted herewith is made after a good faith investigation of the facts, that the supporting data are accurate and complete and that the amount requested accurately reflects the monies due for work performed under the Contract for which the District is liable.

By: _____
(Contractor's signature)

Any litigation arising out of this Contract shall be brought in the Superior Court of Placer County, and the Contractor hereby waives the removal provisions of section 394 of the Code of Civil Procedure.

9.7 SOUND CONTROL REQUIREMENTS: Sound control shall be in conformance with the local governing authority.

9.8 INSPECTION: All material and equipment will be inspected to ensure compliance with the plans and specification requirements.

9.9 ACCEPTANCE: The District will accept the project upon satisfactory completion of all work as described in the plans and specifications.

9.10 PROGRESS PAYMENT INVOICING INSTRUCTIONS: Upon completion of work or delivery of items, the Contractor is to submit an invoice (in duplicate) to the General Manager or his designated representative for certification of work completed or delivery in satisfactory manner.

9.11 RETENTION / SECURITY: Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the District to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state chartered bank.

SECTION 10

SPECIAL PROVISIONS

10.0 REFERENCED STANDARDS AND CODES: The Standards and Codes applicable to the work to be constructed include, but are not limited to the following:

DISTRICT STANDARD SPECIFICATIONS: The Standard Specifications and Improvement Standards for Sanitary Sewers of the South Placer Municipal Utility District, latest edition.

STATE STANDARD SPECIFICATIONS: The 2006 edition of the Standard Specifications of the State of California, Department of Transportation. Reference is made to Section 1 of the State Standard Specifications for other pertinent definitions.

MANUFACTURER'S SPECIFICATIONS: The specifications for materials, design, installation, preparation, etc., for the products involved in this work.

10.1 DEFINITIONS AND TERMS: Whenever the following underlined terms (or similar) are used in the Codes or Standards, or in any documents or instruments where the Codes and Standards govern, the following terms or pronouns in place of them are used, with the intent and meaning to be interpreted as follows:

Agency/State/Owner: **DISTRICT:** The South Placer Municipal Utility District.

Engineer/Architect: **GENERAL MANAGER:** The General Manager of South Placer Municipal Utility District or his duly designated District representative.

10.2 SPECIAL CONDITIONS: Provide all work and materials in full accordance with the latest rules and regulations of the California Administrative Code, OSHA requirements, the latest editions of the Standard Specifications and Codes, and all other applicable laws or regulations.

Furnish without extra charge any additional material or labor required to comply with these rules and regulations, whether shown, specified or not. In the event these Specifications require materials of greater weight, quality or quantity than indicated by Plan or Code requirements, the Specifications shall apply.

All work under this contract shall be typically performed to achieve the highest standard of each and every trade involved whether directly specified or not.

10.3 MATERIALS, SERVICES AND FACILITIES: Except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools equipment, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities necessary to complete and deliver the work within the time specified.

10.4 SHOP DRAWINGS: The Contractor shall provide shop drawings to the District for approval as required for the proper prosecution of all aspects of the work.

10.5 PERMITS: The Contractor shall obtain all necessary permits required for the completion of the Scope of Work.

10.6 REGULATORY COMPLIANCE: The Contractor shall provide all appropriate safety equipment required by U.S. OSHA and Cal OSHA for confined space entries and traffic control. Evidence of training for permit required Confined Spaces and Traffic Control shall be submitted to the District for their records at the time the contract is awarded.

The District shall stop work activities in the event that inappropriate safety equipment and traffic control devices are not in use or safety procedures outlined in these Special Provisions, the District Standard Specifications, the State Standard Specifications, and as required by federal and state OSHA and State Labor Code are not adhered to. Work stoppage under these circumstances shall not be considered billable to the District.

10.7 MANHOLE ENTRY: All entries into active sanitary sewer manholes are 'Permit Required' confined space entries and said entries shall comply with all U.S. OSHA and CAL OSHA safety requirements. These entries shall apply to Contractor's, sub-contractors, their employees, and corporate officers. It shall be the responsibility of the contractor to conform to these safety requirements and provide all the necessary confined space entry equipment. The Contractor shall provide a copy of each completed confined space entry permit to the District upon demand. In addition, as stated in Section 10.6 "Regulatory Compliance", Contractor shall provide to District evidence of completion of confined space training requirements as per Federal Regulation 1910.146 - Permit - Required Confined Spaces.

Full compensation for conforming to the requirements of this section shall be considered as included in the payments for the contracted unit cost pricing and no additional compensation will be allowed.

10.8 BYPASS OPERATIONS: This project may require the bypass of live sewer. The Contractor shall make provisions to ensure uninterrupted service served by the piping under rehabilitation in such a fashion, that no sewer spills occur. Should a sewage spill occur, as defined by the California Regional Water Control Board, the contractor shall be liable for any and all fines and costs associated with mitigating the spill, cleanup, damage and reporting. The Contractor shall submit a bypass plan and obtain the approval of the District for the method of sewer bypass prior to initiation. Labor and equipment used for sewer bypass operations shall be provided by the Contractor and included into the contracted price.

- a. Redundancy. Two pumps, each with the capability of handling the flows, are required. Bypass operations shall be designed in such a manner that the second pump can immediately take the flows of the primary pump in the event of a failure - until the primary pump failure is resolved. The discharge and suction pipe/hose shall be connected to the pumps such in a manner that no sewage is spilled during the transition from the primary pump to the secondary pump.
- b. The entire system shall be tested (daily) with fresh water for leakage, in the presence of the District Inspector. Any and all leaks shall be corrected prior to startup of the bypass

operations. The system shall be flushed with fresh water prior to dismantling to ensure raw sewage is not spilled.

- c. Bypass operations shall accommodate traffic from the public streets and private property such as driveway access and must comply with the encroachment requirements.
- d. Contractor shall provide an emergency response plan that details spill containment and proper clean up.
- e. The contractor's submittal of his proposed bypass plan must comply with the District's minimum requirements for bypass pumping and must include a simple detail drawing of the setup, the pump curve(s), size/type of the hoses/piping and a narrative describing the bypass operations.

10.9 TRAFFIC CONTROL: Traffic control requirements shall be dictated by encroachment permit issued by the local governing agency. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Contractor is responsible to familiarize themselves with liner installation sites and all conditions affecting traffic control. Contractor is encouraged to attend the Pre-Bid meeting, which will include visits to all sites. Labor and equipment used for traffic control operations shall be provided by the Contractor and included into the contracted (unit cost) pricing.

10.10 EXISTING UTILITIES: The Contractor is hereby notified that prior to commencing construction, he is responsible for contacting all utility companies for verification at the construction site of the locations of all underground facilities that may conflict with the placement of the improvements shown on the plans. The Contractor shall call "Underground Service Alert" at 811 forty-eight (48) hours before any excavation is started.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workmen and the public.

10.11 CLEAN UP: Work sites shall be maintained in a clean and orderly manner throughout project in so far as possible. At the end of each workday, work sites shall be returned, at a minimum, to their pre-construction condition.

SECTION 11

GENERAL PROVISIONS

11.1 Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Contract supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Contract. This Contract may be amended only by a subsequent written contract approved and signed by both parties.

11.2 **Independent Contractor.** Contractor's relationship to District is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Contractor shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

11.3 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

11.4 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Contract.

11.5 **Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of California.

11.6 **Signature Authority.** Each party warrants that the person signing this Contract is authorized to act on behalf of the party for whom that person signs. The parties may execute and deliver this Contract and documents necessary to perform it, including task orders and amendments, in any number of original or facsimile counterparts. When each Party has signed and delivered at least one counterpart to the other Party, each counterpart shall be deemed an original and, taken together, the counterparts shall constitute one and the same document, which shall be binding and effective.

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: _____
Emilie Costan, Secretary to the Board

Contractor

By: _____

Title: _____

GENERAL MANAGER REPORT

To: Board of Directors
 From: Herb Niederberger, GM
 Date: August 3, 2023
 Subject: General Manager Monthly Activity Report, July 2023

1) DEPARTMENT REPORTS

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

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

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

2) INFORMATION ITEMS

- A. The General Manager was out of the office July 12-14, 2023, and July 21-24, 2023.
- B. On July 27, 2023, the General Manager participated in a District All-hands meeting. Employees were provided information on the District’s pre-treatment program which is being presented to the Board at the August Board meeting, updated on the District’s interactive voice response (IVR) system to allow bill payment by telephone, and the schedule for the completion of the building construction.
- C. Advisory Committee Meetings:
 - i. On July 26, 2023, the Personnel Advisory Committee met via Zoom Meetings to discuss: the Memorandums of Understanding (MOUs) for the Employee and Management Employees. These will both be brought to the Board of Directors for discussion and approval.

There were no other advisory committee meetings in July.

3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY

PO Req#	Date	Vendor	Description	Amount
346	7/03/2023	Ubora Engineering	On Call Civil Engineering Plan Check	\$ 40,000
347	7/10/2023	IT Pipes Opco	CCTV Software 23/24	\$ 6,977
349		ESRI	ARC GIS Subscription 23/24	\$ 7,920
270	7/13/23	Cintas Corp	CO #1 to FY22/23 Blanket PO	\$ 500

317	7/13/2023	Boutin Jones	CO #2 Labor Negotiations	\$9,900
350	7/19/2023	PBM Construction	Driveway Repairs at Six Locations	\$ 9,969
351	7/19/2023	Hadronex Inc	SmartCover Service & Equipment Renewal	\$ 6,894.16
352	7/28/2023	Walker's Office Supply	Corp Yard Office Furniture	\$ 11,727.19

ANNUAL BLANKET PURCHASE ORDERS

PO Req#	Date	Vendor	Description	Amount
332	7/01/2023	CPS HR Consulting	HR Consulting 23/24	\$ 20,000
333	“	Peterson & Mapes, LLP	CPA & Accounting Services 23/24	\$ 15,000
334	“	Hill, Rivkin, Brown	Legal Consulting 23/24	\$125,000
335	“	Tyler Technologies	Licensing Fee 23/24	\$ 50,000
336	“	Great America Financial Services	Copier Services Contract 23/24	\$ 8,000
337	“	DataProse	Billing Services 23/24	\$ 75,000
338	“	Jensen Landscape Services	Landscape Services 23/24	\$ 13,000
339	“	Sonitrol Of Sacramento	Security Monitoring 23/24	\$ 17,500
340	“	Jan Pro	Janitorial Services 23/24	\$ 11,500
341	“	Dawson Oil Co.	Fuel 23/24	\$ 66,000
342	“	Cintas Corp	Uniforms 23/24	\$ 16,000
343	“	Cintas Corp	Bathroom & Kitchen Paper Products 23/24	\$ 14,000
344	“	Network Design Associates	IT Support Services 23/24	\$ 30,000
345	“	Streamline	Website FY23/24	\$ 6,000

4) LONG RANGE AGENDA

September 2023

- Strategic Plan Update
- Biennial Conflict of Interest Review
- Award CIPP Liner Contract
- District Fine Schedule
- Notice of Completion for the Rocklin Roundabout Project

October 2023

- SPWA Operation and Funding Update by SPWA Staff

November 2023

- Quarterly Investment Report
- PMP Annual Report

December 2023

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

Item 7.2.1

ITEM VIII. ASD REPORT

To: Board of Directors

From: Emilie Costan, Administrative Services Manager

cc: Herb Niederberger, General Manager

Subject: Administrative Services Department Monthly Report

Meeting Date: August 3, 2023

Year-end

Administrative Services Staff has been continuing to work on Reimbursements, Billings, Purchase Orders, Journal Entries, and other year-end items. The Administrative Services Manager will be working to close the Fiscal Year and complete the year-end entries with the District's Account the week of August 1st. Audit work is scheduled for the week of August 21st.

Strategic Plan Metrics

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

HR Standard Operating Procedures

The Administrative Services Manager and the District's HR Consultant have been working on Standard Operating Procedures (SOPs) for various leave of absence scenarios. SOPs have been created for parental leave, non-work-related injury or illness, and work-related injury or illness.

Fall Newsletter

Administrative Services Staff are working to create the Fall Newsletter which will be included with the September, October, and November bill statements.

July Monthly Investment Transactions per GC §53607

DEPOSITS, TRANSFERS, OR WITHDRAWALS

CalTRUST: None

CA CLASS: None

LAIF: None

Placer County: \$500,000 from Placer County Treasury to Five Star Checking Account to cover the payment to the City of Rocklin for the Rocklin Road Roundabout Project

Five Star MM: None

ITEM VII. FSD REPORT

To: Board of Directors
From: Eric Nielsen, Superintendent
Cc: Herb Niederberger, General Manager
Subject: Field Services Department Monthly Report
Meeting Date: August 3, 2023

Department Overview

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

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

- a. The second and final phase of the project, which includes the tenant improvements to the maintenance building began in January 2023.
 - i. Inspections were conducted in July to allow staff to occupy the maintenance building.
 - ii. PG&E's contractor is waiting to pull in the new feeders to the replacement switchgear. A portion of the new switchgear which was ordered last fall with an original ship date of March 15, 2023, has been delayed and still has not shipped. Staff will temporarily occupy the building as scheduled until the switchgear arrives and Landmark Construction and PG&E can complete their work.

2. Supervisory Control and Data Acquisition (SCADA) Replacement

- a. The in-field radio communication verification study began June 5, 2023. The field work identified that the original plan for the type and location of the antenna needs to be revised to maintain continuity of operations during the switchover from the old system to the new system. The continuation of the radio communication verification study is tentatively planned for the second week of September.
- b. Staff met with Carollo Engineers on July 6 to review progress and provide input.
- c. Carollo Engineers is proceeding with the 30% engineering design documents.

3. Advanced Clean Fleet Rule

- a. On April 28th, California legislators passed a regulation known as Advanced Clean Fleets (ACF), which requires a phased-in transition toward zero-emission medium-and-heavy duty vehicles. ACF requires various fleet operators (including local government agencies) to comply. Staff are investigating PG&E's EV Fleet program that encompasses incentives and rebates for assistance with design, permitting, and construction to lessen the impacts of this transition.

4. Leadership Rocklin Steering Committee

- a. The District Superintendent is participating in the 2024 Leadership Rocklin Steering Committee and will help facilitate parts of the program.

Reporting

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 6/30/2023. The work listed is not all inclusive.

1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 2495 days without a Lost Time Accident/Injury

2. Safety/Training/Professional Development

- a. Field Services employees participated in training for the following:
 - i. Temporary Traffic Control
 - ii. Heat Stress
 - iii. Skin Protection
 - iv. Vibration Hazard

3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months

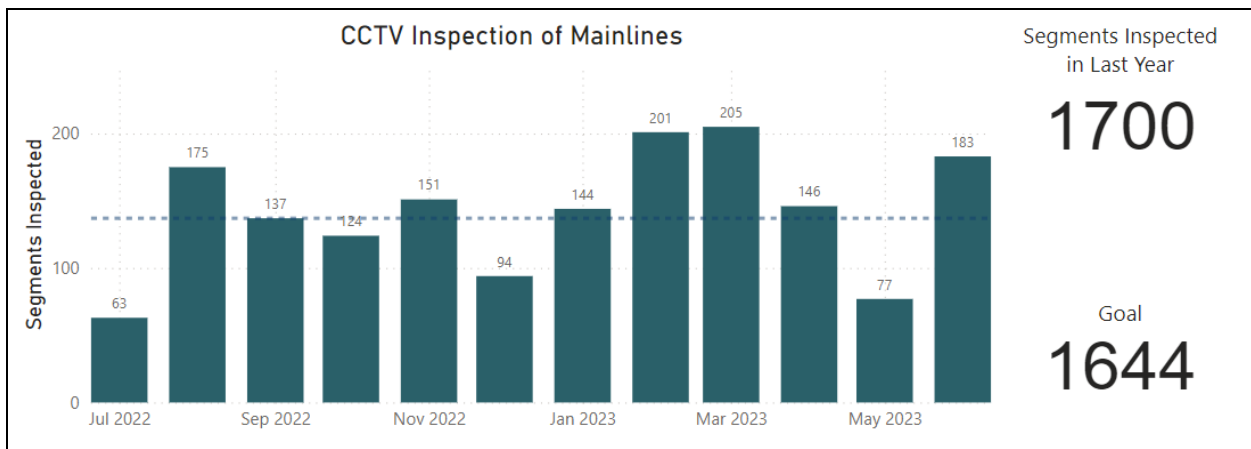
	Goal	Average	Success Rate
During Business Hours	< 30 minutes	18 min	98%
During Non-Business Hours	< 60 minutes	46 min	

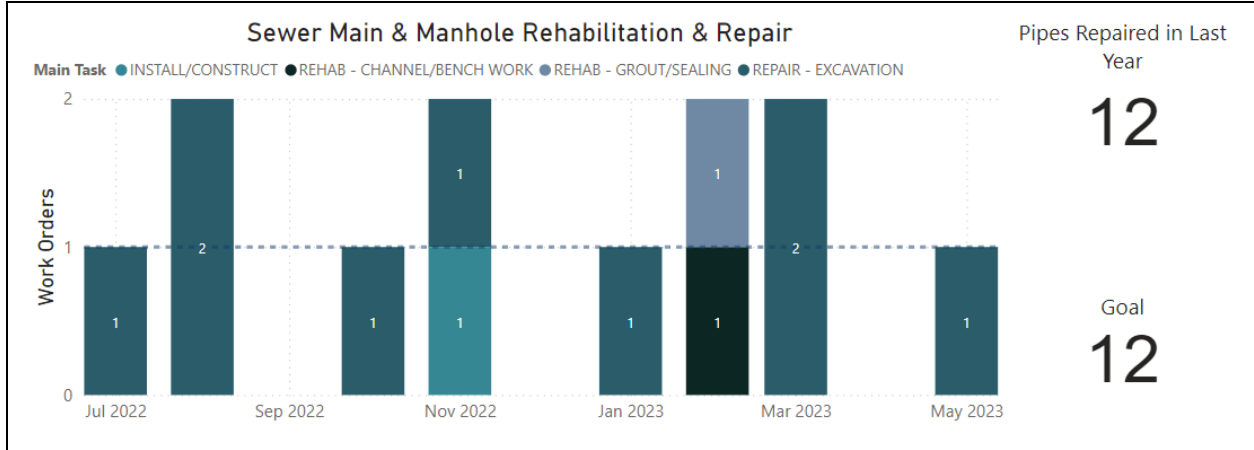
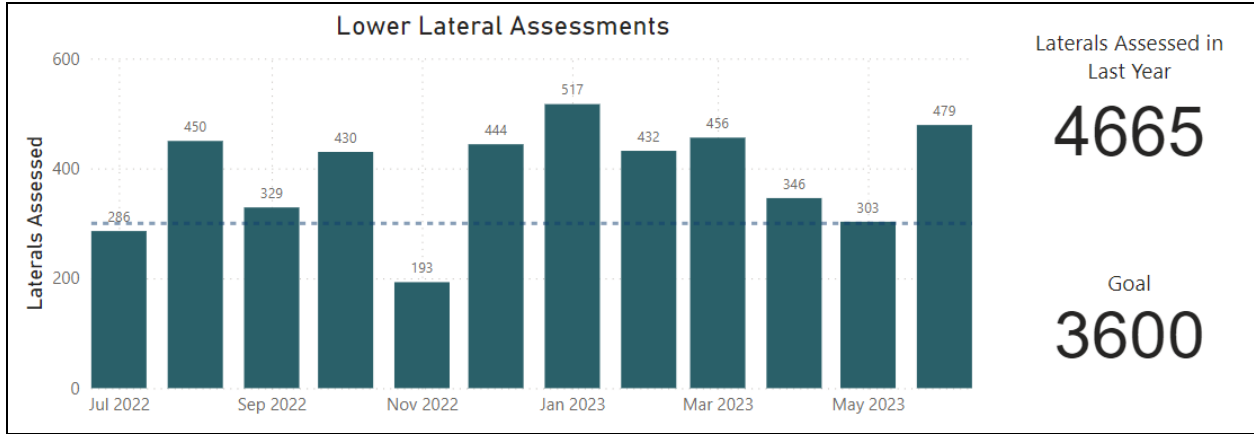
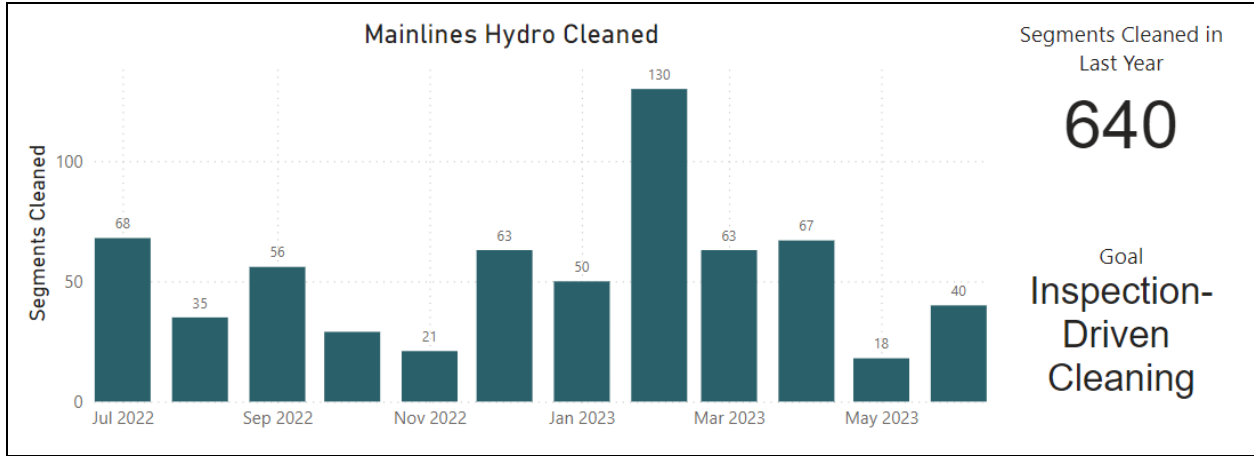
Service Calls - June

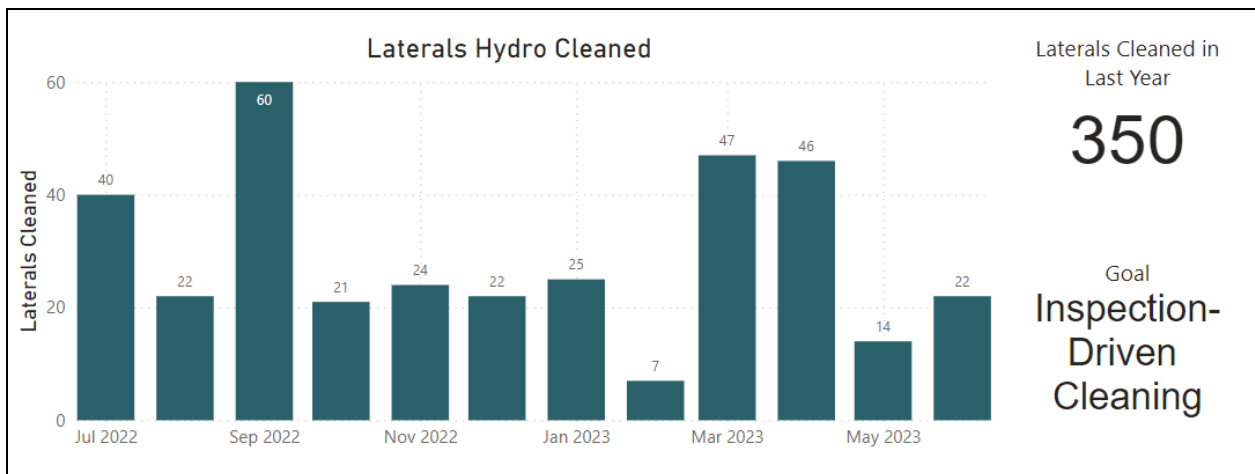
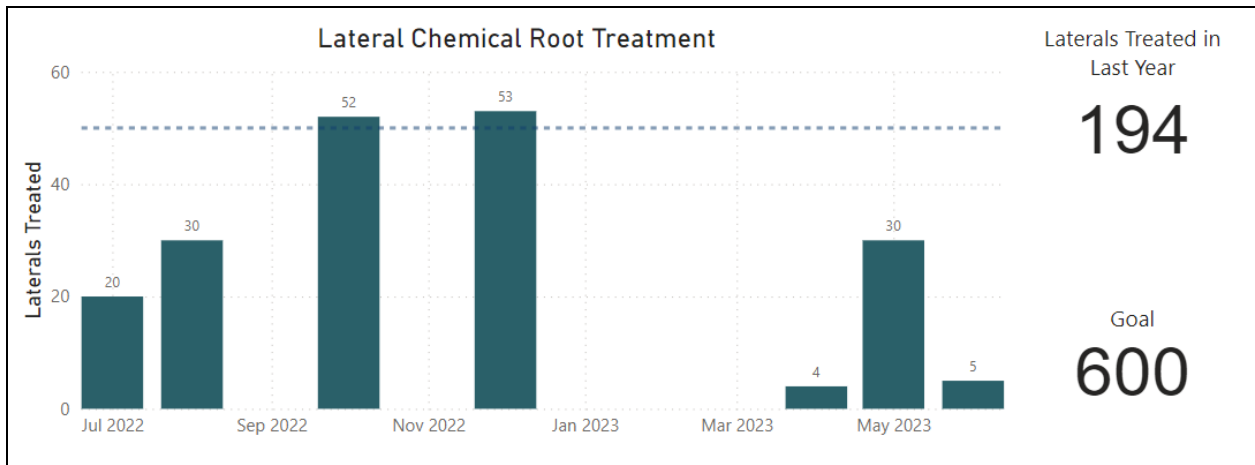
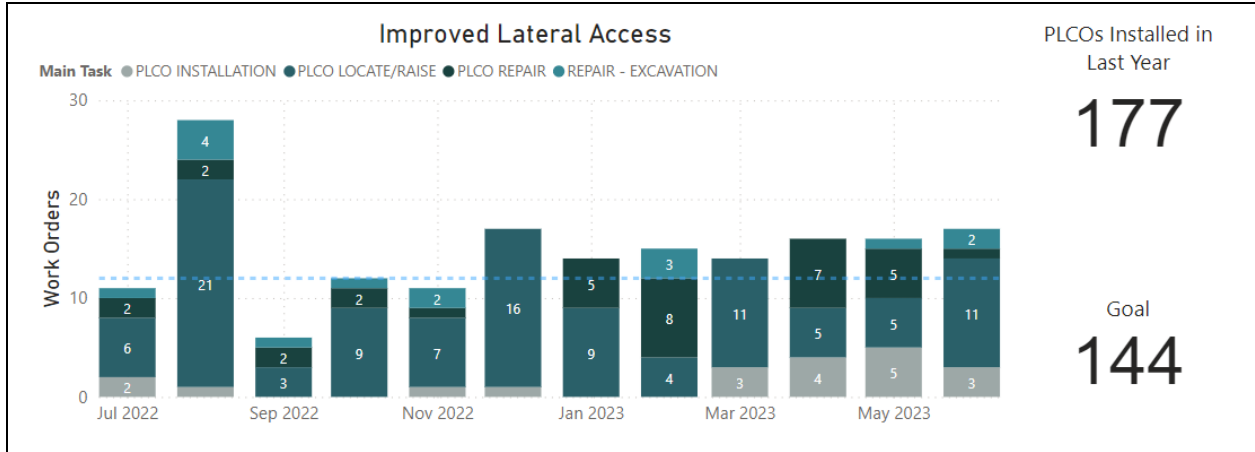
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc	Total Service Calls
SPMUD Responsibility	1	1		2				6
Owner Responsibility		1			1			
Total	1	2		2	1			

4. Production

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







ITEM VII. TSD REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: August 3, 2023

TSD Updates:

- ❖ The District Engineer attended the General Manager Leadership Summit from June 25th to the 27th.
- ❖ The District Engineer attended the SPWA Board Meeting on June 29th.
- ❖ District staff attended a demonstration of Aquanuity Software. Currently the District utilizes InfoSewer and InfoAsset Planner; however, these programs are moving away from interfacing with ESRI (GIS). The District is evaluating modeling software that supports ESRI.
- ❖ TSD staff facilitated a ride along for Director Jewell on July 18th.
- ❖ The District Engineer attended a meeting at the City of Rocklin to discuss the City initiating design and construction of the Monument Springs Bridge.
- ❖ The City of Palo Alto contacted the District regarding the recent updates to the FOG Control Program. TSD participated in a virtual meeting to review the District's Sewer Code and will be hosting representatives from Palo Alto on a ride along as Palo Alto implements updates to their program.
- ❖ The District Engineer is coordinating with WaterWorks Engineers to develop scope of work and cost estimates for upcoming projects, including the high-risk facility creek crossing between Sunset Whitney Recreation Area and Johnson Springview Park, an update to the lift station standards and minimum requirements for bypass operations, preliminary engineering for Sierra College Trunk, and preliminary engineering for Cameo Court Lift Station Abandonment. Additional information will be presented at a future board meeting.
- ❖ TSD initiated the first quarter commercial account audit on July 1st for FY2023/24.
- ❖ The District Engineer is working on updates to the District's Standard Specifications and Improvement Standards for Sanitary Sewer to align with the Sewer Code updates.

City of Rocklin's Pacific Street and Rocklin Road Roundabout Project

Construction of the City of Rocklin's Pacific Street and Rocklin Road Roundabout project is complete and the City of Rocklin submitted an invoice for the District's portion of the design and construction of the project in the amount of \$482,843. This is within the District's approved and

budgeted amount of \$499,000. A Notice of Completion will be presented at the next board meeting.

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

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

PCWA / Newcastle Construction Cooperation Project

GHD submitted the 30% design for review, and comments will be provided by the end of July.

Proposed Annexation of the Castle City Mobile Home Park in Newcastle

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

Local Agency Formation Commission (LAFCO)

The geographic descriptions of the properties served through out-of-area service agreements are complete and have been forwarded to the Placer County surveyor for review. Additional information will be provided at a future board meeting as the application to LAFCO is refined.

LAFCO approved the District's Municipal Service Review (MSR) and Sphere of Influence study in the 2023/24 work plan. LAFCO anticipates approval of the consultant and contract in August.

FOG Program

The District's FOG Inspector completed five core sample inspections in June. All five of these inspections were conducted in outdoor grease control devices, specifically, legacy gravity grease interceptors (GGI's). Out of the five core sample inspections, only one was non-compliant which resulted in a Warning of Non-Compliance for a missing outlet tee. In addition, the District's FOG Inspector resolved an active enforcement at another FSE for a missing inlet tee. Any time there is an enforcement for a repair on an outdoor legacy GCD, the device is pumped out and often a confined space entry is necessary to make the repair. The District requires coordination and inspection of the repair, prior to resolving the enforcement.

As a part of the District's Tenant Improvement process, four new non-corrosive hydromechanical grease interceptors were installed, inspected, and approved for use. The District's Lead Inspector and FOG Inspector also held a pre-design meeting at another location to advise a new FSE on the District's requirements specific to the FOG Program. These meetings are held in advance of receiving the tenant improvement design submittal and have proven to be helpful to the applicant and the review process.

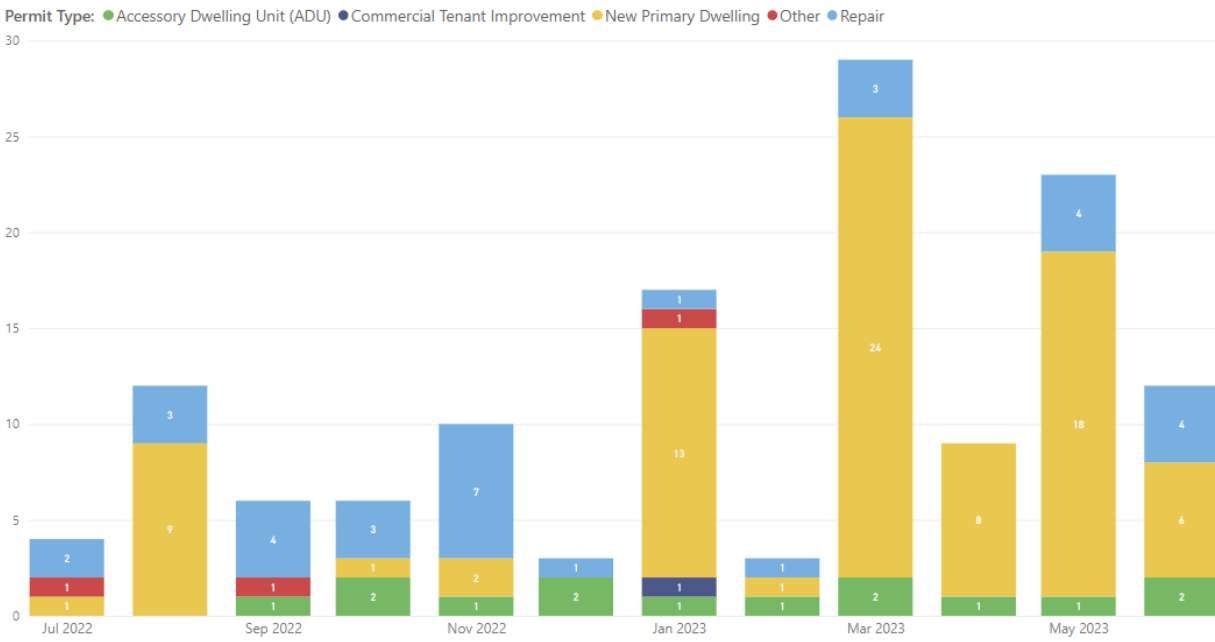
Industrial Pretreatment

Progress continues on the brewery study, which is being conducted in partnership with the City of Roseville. In the month of June, sampling equipment was installed at Monk's Cellar, Loomis Basin Brewing Company, Moksa Brewing Company, and Shred Brewing Company. To install sampling equipment, staff coordinates with the owners of each brewery at an agreed date and time. Once the sampling equipment is installed, it remains in place for 24 hours and automatically collects samples. Besides some periodic noise, the sampling equipment has no impact on the operation of the brewery. Sampling equipment, along with the samples collected, is picked up the following day and immediately sent to the City of Roseville's lab for analysis. Sample collection and lab analysis is still on schedule to be completed by the end of July.

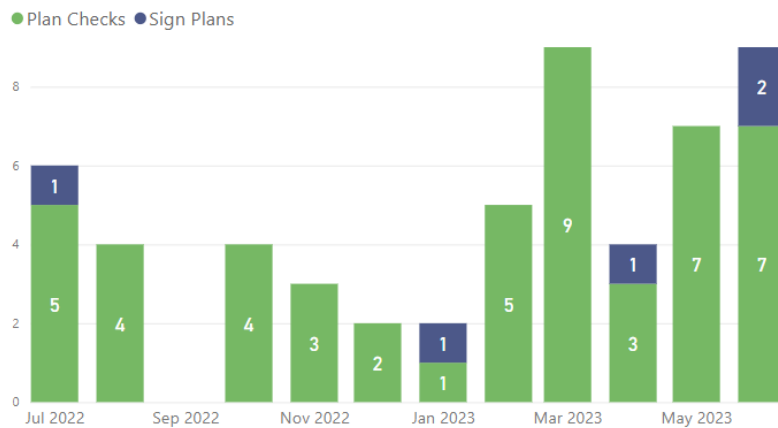
Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of June 30, 2023. The charts are being created in a new reporting tool that directly connects to the District's data, improving the timeliness of reporting efforts and leveraging the District's investment in technology. Additional charts may be added in the future for other areas of work in the department.

Sewer Permits - Completed - Monthly Totals



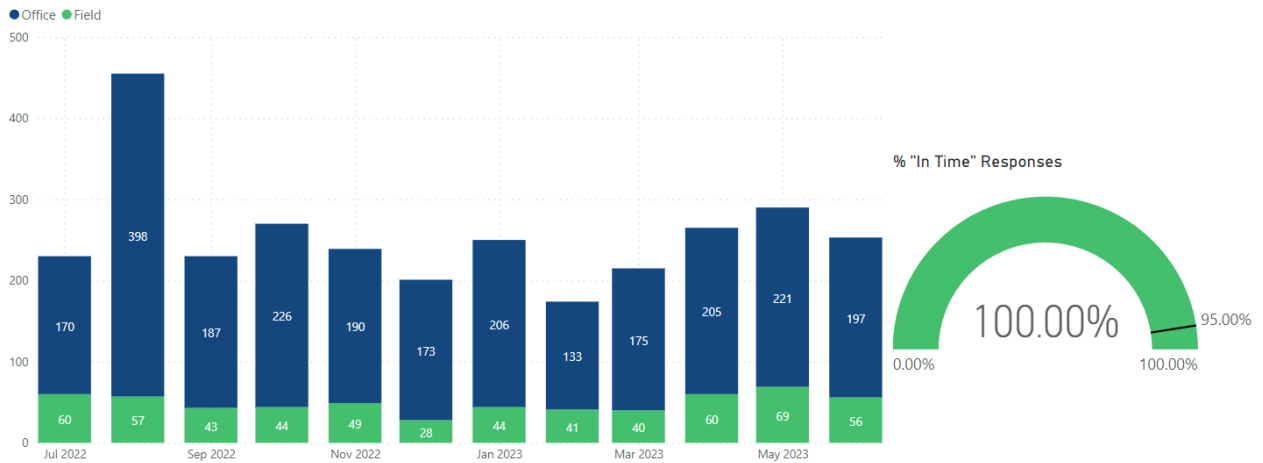
Plan Checks Completed - Monthly Totals



% "In Time" Plan Checks

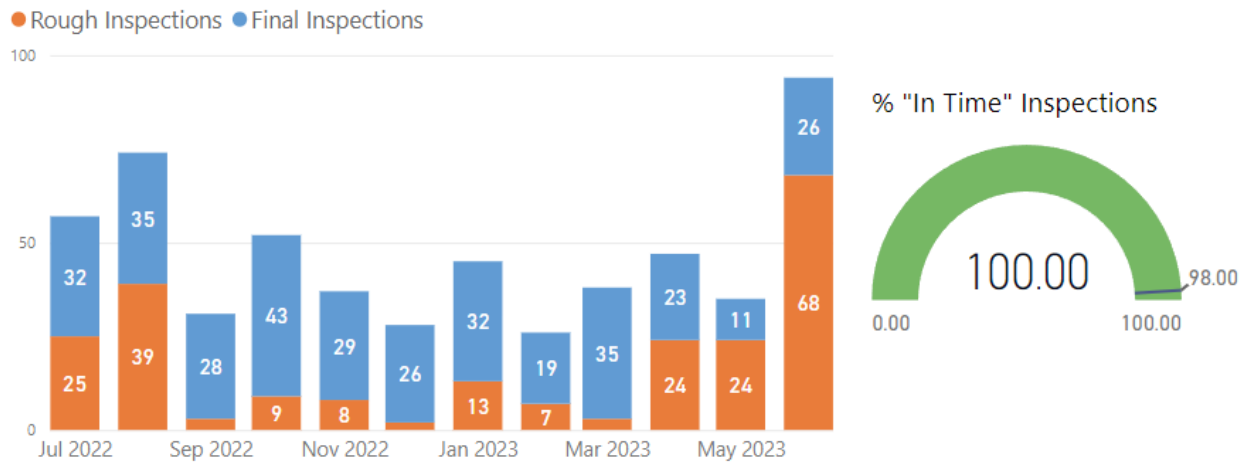


811 Responses

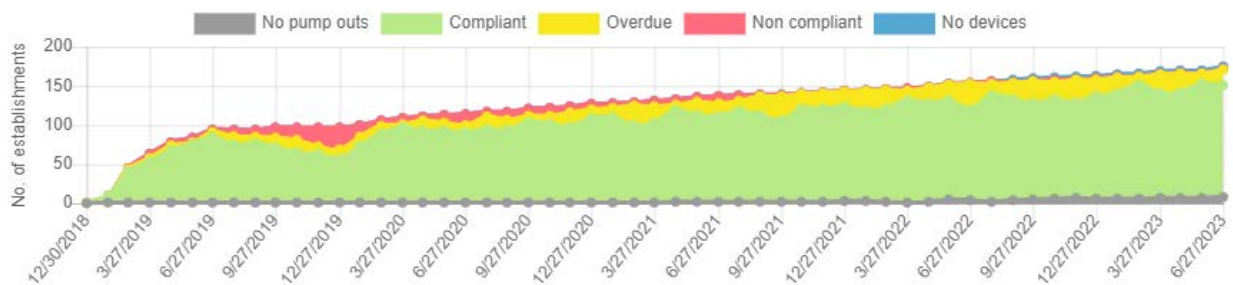


Note that the monthly totals of 811 responses differ from previous monthly reports. This is due to the migration from WebTMS to Boss811. As of May 1, WebTMS is no longer provided to USA participants and the District is still working to determine the best way to report the data.

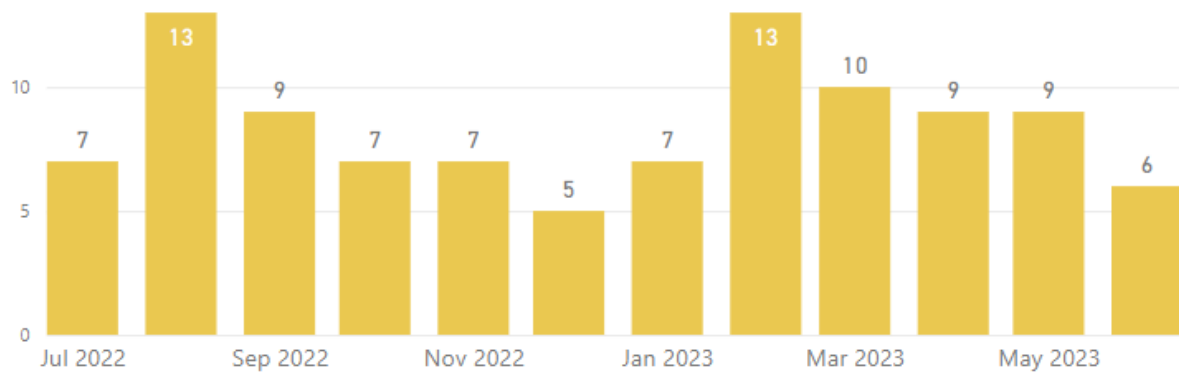
Building Sewer Inspections - Monthly Totals



FOG Compliance History



FOG Pickups - Monthly Totals



Grease Interceptor Inspections

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

