



**SPMUD BOARD OF DIRECTORS  
REGULAR MEETING: 4:30 PM  
April 6, 2023**

SPMUD Boardroom  
5807 Springview Drive, Rocklin, CA 95677

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

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

The April 6, 2023 meeting of the SPMUD Board of Directors will be held in the District Board Room at 5807 Springview Drive in Rocklin, CA 95677 with the option for the public to join via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/86039898527>. Public comments can also be made in person at the time of the meeting or emailed to [ecostan@spmud.ca.gov](mailto:ecostan@spmud.ca.gov) from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

**AGENDA**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL OF DIRECTORS**

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

**III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS**

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

**V. CONSENT ITEMS**

[pg 4 to 80]

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 April 6, 2023 meeting.*

1. MINUTES from the March 2, 2023, Regular Meeting. [pg 4 to 9]
2. ACCOUNTS PAYABLE in the amount of \$3,446,544 through March 27, 2023. [pg 10 to 14]
3. RESOLUTION 23-08 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR ROOT CONTROL FOAMING WITH DUKE'S ROOT CONTROL INC. [pg 15 to 43]
4. RESOLUTION 23-09 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MANN, URRUTIA, NELSON, CPAS FOR INDEPENDENT AUDITING SERVICES THROUGH FISCAL YEAR 25/26. [pg 44 to 80]

## **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. PARTICIPATION FEE WORKSHOP**

The District will host a public workshop to discuss the Local Participation Fee. The fee is collected when additional Equivalent Dwelling Units (EDU) connect to the sewer collection system and is used to fund necessary system expansions and enlargements due to development.

No Action Requested: Informational Item

### **2. INFRASTRUCTURE TACTICAL ASSET PLAN**

Staff will provide an overview of the Infrastructure Tactical Asset Plan and share aging maps, conditional asset data, and other information with the Board.

No Action Requested: Informational Item

### **3. RESOLUTION 23-10 EMERGENCY DESIGNATION AND EMERGENCY AUTHORIZATION FOR SEWER MAIN K03-090 EMERGENCY REPLACEMENT PROJECT** [pg 81 to 96]

Staff will present an emergency repair project for sewer main K03-090 located at 6628 Lonetree Boulevard in Rocklin.

Action Requested: Roll Call Vote

1. **Staff recommends that the Board of Directors adopt Resolution 23-10, (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; (2) Finding the Sewer Main K03-090 Emergency Replacement Project 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 \$250,000 plus a 10% contingency (\$275,000 total).**

**VII. REPORTS**

[pg 97 to 111]

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 **May 4, 2023, at 4:30 p.m.**

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

<b>Meeting</b>	<b>Location</b>	<b>Date</b>	<b>Time</b>
Regular	SPMUD Boardroom Zoom Meeting	March 2, 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 4:31 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  
Herb Niederberger, General Manager  
Carie Huff, District Engineer  
Eric Nielsen, Superintendent  
Emilie Costan, Administrative Services Manager

**III. PLEDGE OF ALLEGIANCE:** DS Nielsen led the Pledge of Allegiance.

**IV. PUBLIC COMMENTS:**

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

**V. CONSENT ITEMS:**

1. MINUTES from the February 2, 2023, Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$1,075,980.93 through February 21, 2023.

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

**VI. BOARD BUSINESS**

**1. RESOLUTION 23-06 ACCEPTANCE OF THE COST SERVICE AND RATE STUDY REPORT AND APPROVAL OF THE PROPOSITION 218 NOTICE TO PROPERTY OWNERS**

GM Niederberger presented the Rate and Cost of Service Study Report, sharing that the study includes a series of proposed annual rate increases over the next five years. He added that the rates were further

refined since the last Board meeting, which allowed for a slight reduction in the rates over time. The proposed increases will be included in a Proposition 218 Notice to property owners.

Director Dickinson asked for additional information on the funds from the reserve requirement reductions going to the operating fund. GM Niederberger shared that the Operating Fund (Fund 100) and the Capital Repair and Replacement Fund (Fund 400) are both funded by rates, and the freed-up reserve dollars allow annual transfers from Fund 100 to Fund 400 without requiring additional rate revenues. The new reserve requirements consist of a minimum requirement and a target requirement. Director Dickinson asked what the freed-up funding can be used for, and GM Niederberger shared that it can be used for operating or capital expenses.

Director Jewell commented that she saw the article on the proposed rate increases in the newsletter and asked what other mechanisms will be used to notify residents and ratepayers. GM Niederberger shared that every property owner will receive a mandated Proposition 218 Notice, and the District will hold two public hearings on the proposed rates.

President Williams commented that the District has not had a rate increase in the last three years. The proposed increases are three 4% increases, followed by two 5% increases which will keep the District at one of the lowest monthly rates for wastewater in the region.

President Williams asked for public comments. No comments from the public were received.

Director Durfee made a motion to adopt Resolution 23-06 (1) Accepting the Cost Services and Rate Study Report, (2) Approving the proposed 5-year increases in monthly service charges to be included in a Proposition 218 Notice to Property Owners; and (3) Authorizing the Notice to Property Owners of Public Hearings on the Proposed Wastewater (Sewer) Rate Increases scheduled for May 4, 2023 and June 1, 2023; a second was made by Director Jewell; a roll call vote was taken, and the motion carried 4-1 with Director Mitchell voting No.

## **2. LOW-INCOME HOUSING PARTICIPATION FEE DISCUSSION**

GM Niederberger introduced a discussion on the participation fee for low-income housing projects. He shared that a proposal to use a portion of the District's ad valorem property tax revenues to fund new developments serving households 60% below the area median income (AMI) has been discussed at previous Rocklin 2x2 Committee meetings. GM Niederberger shared that the reduction would only apply to the Local Fee as the District doesn't have authority over the Regional Fee. Both the Local and Regional Fees are currently part of separate active participation fee studies. Staff is recommending a legal review to ensure compliance with Prop 218 and other legal obligations of the District.

Director Mitchell asked about the legal review. GM Niederberger shared that the participation fee reduction for eligible low-income housing developments would use funds collected in the Operating Fund (Fund 100) to pay for capital expansion projects (Fund 300). The legal review will advise the District on potential compliance issues. Director Durfee asked how much ad valorem tax the District collects. GM Niederberger shared that approximately \$1.5 million is collected each year.

Director Dickinson commented on items that were inconsistent with the District's proposal in the letter from the Northern State Building Industry Association (BIA) that was distributed to the Board

members prior to the meeting. He clarified that the current proposal is to set aside up to \$80,000 per year to provide a 15% reduction per equivalent dwelling unit (EDU) to the local participation fee.

President Williams commented that the District previously completed a discharge study of multi-family versus single-family units. The study showed that the peak discharge for multi-family residential was higher, and sewer capacity must be designed to peak discharge. Participation fees are used to pay for capacity. He also added that food service establishments and other businesses have also asked for reduced participation fees to assist with the startup challenges facing new businesses.

President Williams asked for public comments. Jeff Short, Northern State BIA, gave public comment. He commented that the discussion on participation fees is multi-faceted. He stated that the District's participation fees are higher than other sewer districts in the region; however, he voiced support for tonight's proposal. He asked for further discussion on meaningful impacts for attainable housing including a tiered fee system. He commented that tackling this large societal issue will require partnerships from all sectors of the economy and multiple government agencies.

Director Mitchell commented that the City of Roseville and Placer County are land development authorities which allows for other funding mechanisms, and the District has granite and difficult terrain where it is more expensive to install infrastructure. President Williams added that he would appreciate more input from the BIA, and encouraged the BIA to point the District to studies that support substantive changes to the fee structure. He added that Sacramento County was able to increase taxes to fund capacity needs, which would likely be more difficult in Placer County. Mr. Short commented that developers are aware of regional differences; however, the District's fees are substantially higher than other agencies. He commented that regardless of what the fees are set at, there are still ways to provide relief by setting a fee structure that allows developers to tailor housing products to the free market instead of to one-size-fits-all building fees.

Director Dickinson commented that comparisons to other agencies need to be provided with context and shared that he looks forward to further discussion. He added that the District has worked hard to develop trunk lines ahead of development projects. Mr. Stock commented that the County recently used its America Rescue Plan Act (ARPA) funding to place infrastructure in areas that will be ideal for affordable housing projects. Director Williams commented that those funds could have been used in the incorporated areas as well. Director Dickinson reiterated that it would be great to continue discussions and create more understanding.

Sean Rabé, Loomis Town Manager, gave public comment. He commented that he understands the challenges, but that all agencies need to work together to find ways to address the need for affordable housing. He offered assistance from the Town to support the region with housing needs.

Bill Halldin, City of Rocklin Councilmember, gave public comment. He commented that the City of Rocklin has been looking at ways to provide relief for everyone. He shared that they have moved to fees by square footage. He encouraged continued discussion on fees for housing and businesses, stating that he is aware of businesses that are not in Rocklin today because of SPMUD fees.

Director Mitchell commented that the City of Rocklin and PCWA have substantial fees as well. Mr. Halldin added that he realizes that SPWA is two-thirds of the connection fee; however, it would be great to get the combined fee close to the median fee for the region. He commented that Rocklin has

no voice on the SPWA Board and SPMUD must be that voice. Mr. Halldin added that even if the fee can't be lowered overall, adopting a square footage-based model would allow more starter homes in Rocklin. President Williams expressed interest in studying that model further. He shared that the biggest driver of treatment expenses has been increasing regulatory requirements for water quality.

Director Mitchell commented that as a wastewater provider, the District is separate from the requirements placed on the cities, counties, and towns. The job of the District is to maintain the wastewater system and each entity needs to focus on its mission. He shared that he is open to exploring a tiered fee, but not to reducing the fee at the cost of meeting the utility's needs. The environmental and health consequences of a wastewater system failure are huge. Director Mitchell also commented that the City of Rocklin has multiple large reserves that could be used to support growth. SPMUD funds are required to ensure that the sewer system functions properly. Director Dickinson commented that there are reasons identified in the board report as to why a tiered fee model based on square footage may not make sense for the District; however, he invited further discussion on the topic at the committee level. Mr. Halldin asked that stakeholders be included in the conversation. President Williams commented that the District is open to ideas and further discussion.

Director Durfee shared support for agencies working together but added that he will be critical of District spending as protecting the environment and public health must come first. Director Jewell commented that attainable housing requires a collaboration of partners. She commented that she has concerns about this proposal occurring outside of the larger fee study, and the proposal does very little to address the larger concerns of the participation fee and how it affects housing concerns. She proposed a larger participation fee workshop with city and town partners that reaches all stakeholders and allows an opportunity to discuss the fee in a more deliberative manner. She also commented that the fee table in the board report shows a larger increase over time to the Local Fee than to the Regional Fee. She added that higher density units benefit the District by providing more EDUs than planned for and allowing for the advantage of economies of scale. President Williams commented that the committees can gather information and bring that back to the full board for deliberation. He added that the District does not get much attendance at public meetings and the public feedback is very valuable. Director Mitchell commented that this item should remain front and center on the agenda with regular updates from the committees.

Director Dickinson shared that he asked to have this item brought forward so that the District could act immediately to provide a positive impact. The other issues such as a tiered fee model are complicated and will require studies, data, and analysis, and the District must meet the SPWA bond requirements. He supported moving forward with further research on this proposal in support of Placer County agencies working together to solve problems. Director Mitchell commented that it would be difficult for the District to switch to a square footage-based model if the SPWA does not also adopt this model. GM Niederberger shared that he does not believe that the SPWA is exploring this model. President Williams commented that a tiered model for the Local Participation Fee only could be applied. GM Niederberger commented that the proposal before the Board does not require the participation fee study to be complete and can be acted on now until such time as the participation fee studies are completed. Director Mitchell added that the District has won the Certificate of Achievement for Excellence in Financial Reporting for three years and invited the public to view the District's financial documents and challenge the District where it makes sense.

Director Durfee made a motion to adopt Resolution 23-05, directing staff to evaluate the concept of a monetary reduction to the Local Participation Fee for development proposals serving 60% AMI households, funded by a portion of ad valorem property taxes collected by the District from a legal and operational standpoint, and to study other alternatives which may be available to the District under existing state law to minimize the impact of Local Participation Fees on low-income housing developments; a second was made by Director Dickinson; a voice vote was taken, and the motion carried 5-0.

**3. RESOLUTION 23-07 DESIGN AND CONSTRUCTION COOPERATION AND REIMBURSEMENT AGREEMENT WITH PLACER COUNTY WATER AGENCY FOR THE OLD STATE HIGHWAY SEWER PIPELINE PROJECT**

DE Huff presented an overview of the Old State Highway Sewer Pipeline Project located in Newcastle to be constructed in conjunction with Placer County Water Agency (PCWA) improvements. The project is included in the Newcastle Master Plan adopted by the Board in 2017. A coordination project with PCWA will minimize impacts on District's customers and allow savings from shared expenses such as traffic control and paving work.

Director Mitchell commented that this project is a great example of agencies working together in partnership with each other, similar to the Rocklin Road Roundabout Project, and is the type of collaboration that he would like to continue to see. Director Durfee thanked staff for the thorough discussion at the Infrastructure Advisory Committee meeting. Director Dickinson shared that part of the discussion at the committee meeting was that the District will likely overspend the \$2.4 million allocated for the Newcastle Master Plan. GM Niederberger shared that Master Plan was created in 2017 and construction costs have escalated.

President Williams asked for public comments. No comments from the public were received.

Director Jewell made a motion to adopt Resolution 23-07, Authorizing the General Manager to execute the attached Design and Construction Cooperation and Reimbursement Agreement between South Placer Municipal Utility District and Placer County Water Agency for the Old State Highway Sewer Pipeline Project subject to final review and approval by the District's legal counsel; a second was made by Director Durfee; a roll call vote was taken, and the motion carried 5-0.

**VII. 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 changes to the long-range board agenda. There were no other comments on the manager's reports.



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

**3. Director's Comments:**

Director Jewell asked if the Participation Fee Study is in progress. GM Niederberger shared that the same consultant that is completing the Cost of Service and Rate Study is performing the Participation Fee Study. The plan is to have the study completed so the new fee can be included in the July 1, 2023, District Fee Schedule. Although, there is flexibility to continue to increase the fee in accordance with the Engineering News Records (ENR) Construction Cost Index and adopt a new participation fee at a later date.

Director Mitchell asked for an update on the Irish Lane property in Newcastle. GM Niederberger shared that the District completed a lot split and was prepared to sell the property when new requirements mandated that the property be offered for low-income housing. The District was working on the required notices when a development proposal from Castle City Mobile Home Park was received that would require the use of the parcel. The discussion with Castle City needs to be completed before moving forward with the surplus of the property.

Director Mitchell also asked for updates on the Food Service Establishments, IHOP and Painkillers. DE Huff shared that the corrections are still in progress. Both restaurants were waiting for the new sewer code regulations to become effective, which occurred on February 13, 2023.

Director Dickinson thanked staff for the completion of some very important items.

Director Jewell suggested that there be a cooperative workshop to bring more folks together to strategize on ways to work together.

President Williams shared that he attended the Chamber's Joint Government Relations Committee meeting as a member of the Board.

**VIII. CLOSED SESSION READOUT**

The Board met in Closed Session at 5:58 p.m. to hear a report from the District negotiator. No action was taken.

The Board adjourned the closed session at 6:37 p.m.

**IX. ADJOURNMENT**

The President adjourned the meeting at 6:38 p.m. to the next regular meeting to be held on April 6, 2023, at 4:30 p.m.



Emilie Costan, Board Secretary

Item 5.2



South Placer M.U.D.

# Check Report

By Check Number

Date Range: 02/22/2023 - 03/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP Bank-AP Bank</b>						
1021	ARC	02/23/2023	Regular	0.00	117.04	15805
1742	Burrell Consulting Group	02/23/2023	Regular	0.00	850.00	15806
1652	Cintas Corporation	02/23/2023	Regular	0.00	521.28	15807
1131	Granite Business Printing	02/23/2023	Regular	0.00	164.09	15808
1218	PCWA	02/23/2023	Regular	0.00	340.97	15809
1253	Recology Auburn Placer	02/23/2023	Regular	0.00	365.10	15810
1831	Safeguard Business Systems, Inc	02/23/2023	Regular	0.00	225.95	15811
1518	Sonitrol of Sacramento	02/23/2023	Regular	0.00	1,162.98	15812
1240	Placer County Personnel	02/27/2023	Regular	0.00	3,584.04	15813
1832	Kelly Cook	03/01/2023	Regular	0.00	1,040.00	15814
1663	Buckmaster Office Solutions	03/02/2023	Regular	0.00	85.65	15815
1828	Carollo Engineers, Inc	03/02/2023	Regular	0.00	6,947.50	15816
1652	Cintas Corporation	03/02/2023	Regular	0.00	533.39	15817
1068	City of Roseville	03/02/2023	Regular	0.00	437,392.64	15818
1073	Consolidated Communications	03/02/2023	Regular	0.00	2,099.76	15819
1564	Jensen Landscape Services, LLC	03/02/2023	Regular	0.00	978.00	15820
1833	Joseph Vazquez	03/02/2023	Regular	0.00	90.87	15821
1835	MacFab Welding LLC	03/02/2023	Regular	0.00	600.00	15822
1834	Matthew Harmon	03/02/2023	Regular	0.00	86.79	15823
1764	Network Design Associates, Inc.	03/02/2023	Regular	0.00	816.00	15824
1218	PCWA	03/02/2023	Regular	0.00	1,412.02	15825
1221	PG&E	03/02/2023	Regular	0.00	1,458.71	15826
1244	Preferred Alliance Inc	03/02/2023	Regular	0.00	196.56	15827
1327	US Bank Corporate Payment	03/06/2023	Regular	0.00	19,785.64	15828
	**Void**	03/06/2023	Regular	0.00	0.00	15829
	**Void**	03/06/2023	Regular	0.00	0.00	15830
	**Void**	03/06/2023	Regular	0.00	0.00	15831
	**Void**	03/06/2023	Regular	0.00	0.00	15832
1561	19six Architects	03/09/2023	Regular	0.00	2,683.25	15859
1006	Aaron Moore	03/09/2023	Regular	0.00	250.00	15860
1652	Cintas Corporation	03/09/2023	Regular	0.00	521.28	15861
1751	Comprehensive Medical Inc.	03/09/2023	Regular	0.00	90.00	15862
1509	Crystal Communications	03/09/2023	Regular	0.00	311.64	15863
1086	Dataprose	03/09/2023	Regular	0.00	8,307.33	15864
1087	Dawson Oil Co.	03/09/2023	Regular	0.00	4,833.44	15865
1131	Granite Business Printing	03/09/2023	Regular	0.00	80.44	15866
1686	Jan Pro	03/09/2023	Regular	0.00	913.00	15867
1833	Joseph Vazquez	03/09/2023	Regular	0.00	111.99	15868
1218	PCWA	03/09/2023	Regular	0.00	57.87	15869
1221	PG&E	03/09/2023	Regular	0.00	570.95	15870
1685	Streamline	03/09/2023	Regular	0.00	400.00	15871
1306	Superior Equipment Repair	03/09/2023	Regular	0.00	1,533.52	15872
1007	Advanced Integrated Pest	03/16/2023	Regular	0.00	116.00	15873
1021	ARC	03/16/2023	Regular	0.00	116.75	15874
248	AT&T	03/16/2023	Regular	0.00	9.55	15875
1022	AT&T CalNet	03/16/2023	Regular	0.00	447.04	15876
1505	California Surveying & Drafting Supply	03/16/2023	Regular	0.00	15,456.47	15877
1768	Capital Program Management Inc.	03/16/2023	Regular	0.00	8,573.75	15878
1828	Carollo Engineers, Inc	03/16/2023	Regular	0.00	26,396.75	15879
1652	Cintas Corporation	03/16/2023	Regular	0.00	521.28	15880
1086	Dataprose	03/16/2023	Regular	0.00	1,893.79	15881
1124	Gold Country Media Publications	03/16/2023	Regular	0.00	318.76	15882
1666	Great America Financial Services	03/16/2023	Regular	0.00	452.99	15883
1764	Network Design Associates, Inc.	03/16/2023	Regular	0.00	520.00	15884

Check Report

Date Range: 02/22/2023 - 03/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1218	PCWA	03/16/2023	Regular	0.00	437.89	15885
1221	PG&E	03/16/2023	Regular	0.00	6,935.77	15886
1518	Sonitrol of Sacramento	03/16/2023	Regular	0.00	1,087.85	15887
1333	SPOK, Inc.	03/16/2023	Regular	0.00	27.84	15888
1306	Superior Equipment Repair	03/16/2023	Regular	0.00	300.00	15889
1338	Verizon Wireless	03/16/2023	Regular	0.00	5,936.72	15890
1221	PG&E	03/21/2023	Regular	0.00	9,411.61	15891
1016	American General Life Insurance	03/23/2023	Regular	0.00	4,008.00	15892
1652	Cintas Corporation	03/23/2023	Regular	0.00	521.28	15893
1068	City of Roseville	03/23/2023	Regular	0.00	2,566,250.00	15894
1073	Consolidated Communications	03/23/2023	Regular	0.00	2,148.79	15895
1139	Hill Rivkins Brown & Associates	03/23/2023	Regular	0.00	5,520.00	15896
1764	Network Design Associates, Inc.	03/23/2023	Regular	0.00	816.00	15897
1218	PCWA	03/23/2023	Regular	0.00	301.44	15898
1839	Ralph Andersen & Associates	03/23/2023	Regular	0.00	12,800.00	15899
1253	Recology Auburn Placer	03/23/2023	Regular	0.00	365.10	15900
1797	Red Dog Shredz	03/23/2023	Regular	0.00	63.00	15901
1518	Sonitrol of Sacramento	03/23/2023	Regular	0.00	1,173.57	15902
1325	Tyler Technologies, Inc.	03/23/2023	Regular	0.00	43,213.53	15903
1240	Placer County Personnel	03/27/2023	Regular	0.00	3,584.04	15904
1015	American Fidelity Assurance	03/01/2023	Bank Draft	0.00	511.16	DFT0008012
1230	Pers (EFT)	03/01/2023	Bank Draft	0.00	7,335.42	DFT0008013
1230	Pers (EFT)	03/01/2023	Bank Draft	0.00	37,280.52	DFT0008014
1230	Pers (EFT)	03/01/2023	Bank Draft	0.00	9,076.12	DFT0008015
1230	Pers (EFT)	03/01/2023	Bank Draft	0.00	177.18	DFT0008016
1230	Pers (EFT)	03/01/2023	Bank Draft	0.00	3,926.00	DFT0008017
1230	Pers (EFT)	03/01/2023	Bank Draft	0.00	109.77	DFT0008018
1586	Principal Life Insurance Company	03/01/2023	Bank Draft	0.00	396.18	DFT0008019
1045	Cal Pers 457 Plan (EFT)	03/03/2023	Bank Draft	0.00	750.00	DFT0008020
1135	Empower (EFT)	03/03/2023	Bank Draft	0.00	250.00	DFT0008021
1135	Empower (EFT)	03/03/2023	Bank Draft	0.00	8,217.52	DFT0008022
1135	Empower (EFT)	03/03/2023	Bank Draft	0.00	571.30	DFT0008023
1042	CA State Disbursement (EF	03/03/2023	Bank Draft	0.00	143.07	DFT0008024
1015	American Fidelity Assurance	03/03/2023	Bank Draft	0.00	293.33	DFT0008025
1015	American Fidelity Assurance	03/03/2023	Bank Draft	0.00	237.08	DFT0008026
1229	Pers (EFT)	03/03/2023	Bank Draft	0.00	49.13	DFT0008027
1229	Pers (EFT)	03/03/2023	Bank Draft	0.00	971.48	DFT0008028
1229	Pers (EFT)	03/03/2023	Bank Draft	0.00	1,703.72	DFT0008029
1229	Pers (EFT)	03/03/2023	Bank Draft	0.00	2,008.32	DFT0008030
1229	Pers (EFT)	03/03/2023	Bank Draft	0.00	2,960.85	DFT0008031
1229	Pers (EFT)	03/03/2023	Bank Draft	0.00	4,411.10	DFT0008032
1229	Pers (EFT)	03/03/2023	Bank Draft	0.00	4,881.63	DFT0008033
1149	Internal Revenue Service	03/03/2023	Bank Draft	0.00	14,106.78	DFT0008034
1098	EDD (EFT)	03/03/2023	Bank Draft	0.00	3,985.13	DFT0008035
1098	EDD (EFT)	03/03/2023	Bank Draft	0.00	982.37	DFT0008036
1149	Internal Revenue Service	03/03/2023	Bank Draft	0.00	3,299.16	DFT0008037
1149	Internal Revenue Service	03/03/2023	Bank Draft	0.00	10,013.88	DFT0008038
1015	American Fidelity Assurance	03/01/2023	Bank Draft	0.00	28,756.38	DFT0008039
1045	Cal Pers 457 Plan (EFT)	03/17/2023	Bank Draft	0.00	750.00	DFT0008040
1135	Empower (EFT)	03/17/2023	Bank Draft	0.00	250.00	DFT0008041
1135	Empower (EFT)	03/17/2023	Bank Draft	0.00	8,467.52	DFT0008042
1135	Empower (EFT)	03/17/2023	Bank Draft	0.00	636.90	DFT0008043
1042	CA State Disbursement (EF	03/17/2023	Bank Draft	0.00	143.07	DFT0008044
1015	American Fidelity Assurance	03/17/2023	Bank Draft	0.00	293.33	DFT0008045
1015	American Fidelity Assurance	03/17/2023	Bank Draft	0.00	237.08	DFT0008046
1229	Pers (EFT)	03/17/2023	Bank Draft	0.00	49.13	DFT0008047
1229	Pers (EFT)	03/17/2023	Bank Draft	0.00	971.48	DFT0008048
1229	Pers (EFT)	03/17/2023	Bank Draft	0.00	1,703.72	DFT0008049
1229	Pers (EFT)	03/17/2023	Bank Draft	0.00	2,008.32	DFT0008050
1229	Pers (EFT)	03/17/2023	Bank Draft	0.00	2,960.85	DFT0008051
1229	Pers (EFT)	03/17/2023	Bank Draft	0.00	4,411.10	DFT0008052

Check Report

Date Range: 02/22/2023 - 03/27/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1229	Pers (EFT)	03/17/2023	Bank Draft	0.00	4,881.63	DFT0008053
1149	Internal Revenue Service	03/17/2023	Bank Draft	0.00	13,821.60	DFT0008054
1098	EDD (EFT)	03/17/2023	Bank Draft	0.00	3,887.79	DFT0008055
1098	EDD (EFT)	03/17/2023	Bank Draft	0.00	975.30	DFT0008056
1149	Internal Revenue Service	03/17/2023	Bank Draft	0.00	3,232.44	DFT0008057
1149	Internal Revenue Service	03/17/2023	Bank Draft	0.00	9,698.09	DFT0008058

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	70	0.00	3,221,245.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	47	47	0.00	206,783.93
EFT's	0	0	0.00	0.00
	<b>144</b>	<b>121</b>	<b>0.00</b>	<b>3,428,029.18</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	70	0.00	3,221,245.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	47	47	0.00	206,783.93
EFT's	0	0	0.00	0.00
	<b>144</b>	<b>121</b>	<b>0.00</b>	<b>3,428,029.18</b>

### Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	2/2023	7,331.45
100	GENERAL FUND	3/2023	3,420,697.73
			<b>3,428,029.18</b>

Account Number	Name	Date	Type	Amount	
102-0000162-01	Crockett, Karen	3/8/2023	Refund	\$ 108.00	Check #: 15833
102-0001854-01	Cooper, Larry	3/8/2023	Refund	\$ 112.80	Check #: 15834
102-0002135-03	Madrid, Emilio and Valerie	3/8/2023	Refund	\$ 116.17	Check #: 15835
102-0003072-01	Crawford, Michael	3/8/2023	Refund	\$ 20.70	Check #: 15836
102-0003365-01	Debord, Sharon	3/8/2023	Refund	\$ 108.00	Check #: 15837
102-0005271-03	Schweiger, Scott	3/8/2023	Refund	\$ 216.00	Check #: 15838
102-0009118-02	Quinton, Heidi	3/8/2023	Refund	\$ 108.07	Check #: 15839
102-0010845-01	Shannon, James	3/8/2023	Refund	\$ 143.80	Check #: 15840
102-0011248-01	Paul, Steven	3/8/2023	Refund	\$ 107.87	Check #: 15841
102-0012428-02	Gavin, Brian	3/8/2023	Refund	\$ 21.00	Check #: 15842
103-0004078-02	Hanamura, Taylor and Kaitlyn	3/8/2023	Refund	\$ 84.52	Check #: 15843
106-0012751-01	Tarr Family Trust	3/8/2023	Refund	\$ 110.77	Check #: 15844
106-0014025-03	Jose and Sharon Bach	3/8/2023	Refund	\$ 108.00	Check #: 15845
106-0014070-01	Prekeges, David	3/8/2023	Refund	\$ 7.01	Check #: 15846
106-0015200-02	Larson, Dennis	3/8/2023	Refund	\$ 107.77	Check #: 15847
106-0016437-03	McCarty, William	3/8/2023	Refund	\$ 532.00	Check #: 15848
106-0016621-01	Jarrett, Jerry	3/8/2023	Refund	\$ 109.02	Check #: 15849
106-0017170-01	Parenti, Ivan	3/8/2023	Refund	\$ 125.50	Check #: 15850
106-1025303-02	LP, Avanath Whitney	3/8/2023	Refund	\$ 12,747.91	Check #: 15851
112-1020756-03	Brizzi, Ethan and Rebecca	3/8/2023	Refund	\$ 184.80	Check #: 15852
112-1023470-02	Kaur, Rajwinder	3/8/2023	Refund	\$ 28.58	Check #: 15853
112-1023536-03	LLC, HP California I	3/8/2023	Refund	\$ 154.80	Check #: 15854
112-1023670-02	Poucher, John and Lindsay	3/8/2023	Refund	\$ 360.00	Check #: 15855
112-1026959-01	Kazakov, Alexey	3/8/2023	Refund	\$ 117.13	Check #: 15856
112-1027448-01	Fairrington, Trevor	3/8/2023	Refund	\$ 172.50	Check #: 15857
212-1025269-03	1400 Stanford Ranch - 559	3/8/2023	Refund	\$ 2,501.62	Check #: 15858
			<b>TOTAL REFUNDS</b>	<b>\$ 18,514.34</b>	

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT  
STAFF REPORT**

**To:** Board of Directors

**From:** Eric Nielsen, Superintendent

**Cc:** Herb Niederberger, General Manager

**Subject:** Resolution 23-08, Award of Contract for SPMUD – Root Control Program 2023 to Duke’s Root Control

**Date:** April 6, 2023

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**Overview**

Root intrusion into sewers is the leading cause of sanitary sewer overflows (SSOs) as documented in the District’s last four Sewer System Management Plan (SSMP) Audits. Controlling and stopping the growth of roots in the sewer collection system is critical to minimizing the number of SSOs. There are a few options for addressing root intrusion in sewers. Roots can be physically cut or removed by the use of rodding equipment or high-pressure water nozzles. Studies have shown that physically cutting roots may encourage future growth. The other option is to apply chemicals that kill the roots on contact (without harming the plant itself) and stunt future root growth. The District has used contracted forces to apply root control chemicals to sewer mainlines impacted by root growth since the early 1990’s. The District’s chemical root control program saves time by limiting the number of times District crews need to visit and perform maintenance on a sewer mainline to ensure service.

The number of mainline segments with significant root intrusion has grown over the years. Staff recently audited the process for managing the chemical root control program. Mainline segments were bundled geographically into two groups. One group to be treated with root-control chemicals in “even” years (e.g., 2022, 2024) and the other group to be treated in “odd” years (e.g., 2023, 2025).

The 2023 Root Control Program project consists of applying root-control chemical to one hundred and thirty-six (110) mainline pipe segments totaling approximately 31,317 lineal feet.

The District issued an invitation for bids on March 3, 2023 and posted the solicitation on Public Purchase. Sealed bids were due by March 22, 2023 for a public opening and reading. Duke’s Root Control, Inc. was the only bidder. Duke’s Root Control, Inc. has successfully applied root control chemicals to the District’s sewer system for many years. Staff reviewed the bid and found it responsive to the requirements outlined in the invitation for bids.

<b>Bidder</b>	<b>Amount</b>
Duke's Root Control, Inc.	\$57,326.61
Budget Estimate	\$55,000.00

The initial budget estimate of \$55,000 was based on unit costs from the contract from 2021 (i.e., contract for the same “odd” year pipe segments) with an anticipated inflationary adjustment. However, the actual inflation was higher than anticipated, which was reflected in the bid amount. Staff intends to reallocate monies within the budget line item 100-F01-71465 “Root Control Program” to cover the additional costs without adjusting the budget line item amount.

**Recommendation**

Staff recommends the Board of Directors adopt Resolution 23-08, authorizing the General Manager to:

- Award the attached contract for services with Duke’s Root Control, Inc.
- Execute change orders up to a cumulative amount not to exceed \$2,866.33, which is 5% of the awarded contract amount.

**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Goals:

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

**Related District Ordinances and Policies**

This action complies with the following District Policy(ies)

Policy No. 3150 – Purchasing Policy

**Fiscal Impact**

The project costs will be charged against the budget line item 100-F01-71465 “Root Control Program” and will not exceed the authorized amount without Board approval.

**Attachments**

1. Resolution 23-08
2. Contract for Services with Duke’s Root Control, Inc.



**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 23-08**

**NOTICE OF AWARD FOR THE ROOT CONTROL PROGRAM 2023 PROJECT  
TO DUKE'S ROOT CONTROL, INC.**

WHEREAS, South Placer Municipal Utility District, hereinafter called SPMUD, owns and operates the sewer facilities within its boundary, and

WHEREAS, roots enter the sewer system and create the potential for sanitary sewer overflows and work is required to control the growth of roots within the system, and

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

WHEREAS, SPMUD reviewed the bids received and found the bid by Duke's Root Control, Inc. to be the lowest responsive, responsible bidder, and

WHEREAS, discoveries during construction may necessitate a need for changes to the contract, and

WHEREAS, the SPMUD Purchasing Policy (Policy 3150) allows for the General Manager to only approve commitments up to and including \$50,000.

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

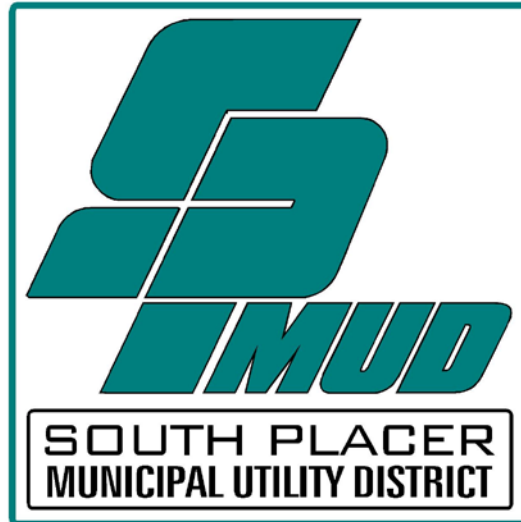
1. Award the contract for services to apply root-control chemical to the sewer segments identified in the Root Control Program 2023 Project to Duke's Root Control, Inc. in the amount of \$57,326.61, and
2. Execute change orders for the Root Control Program 2023 contract with Duke's Root Control, Inc. so far as the cumulative amount does not exceed a total of \$2,866.33 (5% of contract amount). Change orders which collectively total more than the above amount are not authorized without prior approval of the Board of Directors.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 6<sup>th</sup> day of April 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, California, 95677  
(916)786-8555**



**Bidding Requirements  
and  
Contract Documents  
For**

**SPMUD – Root Control Program 2023**

**Prepared by:**

**South Placer Municipal Utility District  
Field Services Department**

**Date: March 1, 2023**

**Contract Documents**  
**SPMUD – Root Control Program 2023**

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SECTION 1

**NOTICE TO CONTRACTORS / INVITATION TO BID**

Sealed bids will be received at the office of the South Placer Municipal Utility District, 5807 Springview Drive, CA 95677 until 1:00 p.m. local time on March 22, 2023 at which time and place they will be publicly opened and read aloud for the:

**SPMUD – Root Control Program 2023**

**Description of Work:** The project scope of work includes the following:  
Apply Chemical Root Treatment to 110 Mainline Pipe Segments: Diameters ranging from 6-inch to 18-inch and accumulative length totaling 31,317 feet.

The Contractor shall furnish all labor, equipment, materials, plant, and supervision to perform the work. SPMUD will perform pre-treatment root cutting at least 6 weeks prior to application of the product. Contractor shall provide traffic control measures, as required by encroachment permit issued by governing agency.

**Completion of Work:** All work shall be completed by June 30, 2023.

**Obtaining Contract Documents:** Contract Documents may be examined at the office of the South Placer Municipal Utility District, located at 5807 Springview Drive, Rocklin, CA 95677. A copy of bid documents may be obtained via Public Purchase at  
<https://www.publicpurchase.com/gems/login/login?&dst=>

**Submission of Bids:** All bids must be submitted no later than the time prescribed. Each bid must conform and be responsive to this notice and shall be made on the official bid forms furnished with the Contract documents. All bidders shall be registered with State of California, Department of Industrial Relations (DIR). Their DIR registration number and the Project Name shall placed on the outside of the submittal envelope. A Bid Bond (or cash, cashier's check, or certified check) of not less than 10% of the aggregate total of the bid is required to be submitted with the sealed bid.

**Construction License:** The successful bidder must possess a current State of California, Class "A" General Engineering or appropriate Class "C" Specialty Contractor's License.

**Award:** The award shall be made to the lowest responsible bidder whose proposal complies with the specified requirements. The Contractor shall execute the Contract within ten (10) business days after he has received the Contract from the District. The District reserves the right to: (1) waive any irregularity in the bids, (2) reject any and all bids, and (3) make all awards in the best interest of the District.

**Bonds and Insurance:** The successful bidder shall furnish copies of labor and material bonds, faithful performance bonds and required liability and property damage insurance. The amounts of liability and property damage insurance will not be less than the amounts shown in the Contract and must include an Additional Insured Endorsement to the Contractor's Liability insurance policy naming South Placer Municipal Utility District, its officers and employees as additional insured.

**Disqualification of Bidder:** If there is a reason to believe that collusion exists among any bidders, none of the bids of the participants in such collusion will be considered and the District may likewise elect to reject all bids received.

The District has programmed \$50,000 for this project.

By: Eric Nielsen  
Eric Nielsen, Superintendent

Date: March 1, 2023

SECTION 2

**B I D F O R M**

**TITLE**

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

**SPMUD – Root Control Program 2023**

are being accepted at the South Placer Municipal Utility District office, located at 5807 Springview Drive, CA 95677 until 1:00 p.m. on March 22, 2023. Information may be obtained from the District at (916) 786-8555 between 8:00 a.m. – 3:30 p.m. M-F.

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

The undersigned agrees, if this bid is accepted, to complete the work specified in strict accordance with the contract documents by June 30, 2023.

BID: \$ \_\_\_\_\_ (TOTAL SUM)

Amount in words: \_\_\_\_\_  
\_\_\_\_\_ dollars

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

Bidder's comments and exceptions:

**BIDDER INFORMATION**

Name and address of bidder:

\_\_\_\_\_

Authorized signature

\_\_\_\_\_  
Signers name and title (type or print)

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
License No.

Fax No.: \_\_\_\_\_

**BID SCHEDULE**

**SPMUD – Root Control Program 2023**

	<b>DESCRIPTION</b>	<b>LINE COUNT</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>ITEM COST</b>
1	Apply Root Foam to 6-inch mainline segments	70	19,593	L.F.		
2	Apply Root Foam to 8-inch mainline segments	16	5,100	L.F.		
3	Apply Root Foam to 10-inch mainline segments	7	2,313	L.F.		
4	Apply Root Foam to 12-inch mainline segments	10	2,582	L.F.		
5	Apply Root Foam to 18-inch mainline segments	7	1,729	L.F.		

**TOTAL**

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**NOTES:**

- a) Mobilization/Demobilization is included in the unit cost.
- b) Permits: Contractor is responsible to obtain (1) encroachment permit from governing agency (listed in Table A) and provide traffic control measures, as required by encroachment permit and (2) water permit from Placer County Water Agency. These costs shall be considered included in the unit cost for the application of root foam.
- c) Entry into any District sewer manholes are permit required confined space entries. All costs associated are included in the unit cost.

Refer to Appendices for further details. The Item numbers in the Tables relate to the number callouts on the project web map that can be found at the following url.

<https://lucity.spmud.com/portal/apps/webappviewer/index.html?id=fc94f4b2f78a4232bb2b8796adac8fdb>

All labor, equipment, materials, plant, supervision and all other items and incidentals that are required to complete this job in accordance with the plans and specifications are included in the items in the Bid Schedule and no additional compensation will be made by the District.

SECTION 3

**LIST OF SUBCONTRACTORS**

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

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



SECTION 4

**COMPLIANCE STATEMENTS**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700**

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

**PUBLIC CONTRACT SECTION 10232 STATEMENT**

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

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

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

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

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

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

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

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

**LABOR CODE § 1773**

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

**GOVERNMENT CODE § 12990**

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

**PUBLIC CONTRACTS CODE, STATE OF CALIFORNIA § 22300**

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

**WORKER'S COMPENSATION CERTIFICATION**

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

**DEPARTMENT OF INDUSTRIAL RELATIONS, LABOR CODE SECTION 1725.5**

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

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

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

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

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

SECTION 5

CONTRACT FOR SERVICES

**SPMUD – Root Control Program 2023**

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

WITNESSETH:

WHEREAS, the District desires control root growth in portions of its sewer collection system piping, within the District, by chemical root control method, and;

WHEREAS, the Contractor has presented a bid for such to the District, dated \_\_\_\_\_, 2023, (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform the construction of such facility;

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

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

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

**5.1 SCOPE OF WORK:** Contractor shall provide all labor, equipment, materials and incidentals required to complete, in a good and workmanlike manner, all work. The work is to include, but is not necessarily limited to, the following:

1. Applying Chemical Root Treatment to 110 Mainline Pipe Segments: Diameters ranging from 6-inch to 18-inch and accumulative length totaling 31,317 feet.

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

**5.2 TIME OF PERFORMANCE:** The Contractor is to commence, as soon as possible, upon execution and receipt of this Contract by, and receipt of written Notice to Proceed from, the District, and shall be undertaken and completed by June 30, 2023. Work not completed during this timeframe may be removed from the contract at the discretion of the District.

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

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

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

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

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

**5.6 (Purposely Left Blank)**

**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 retreat the pipe segment(s) at his expense and to the satisfaction of the District.

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

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

**5.10 PREVAILING WAGES:** Pursuant to Section 1773, and following, of the California Labor Code, the Contractor and all subcontractors shall pay not less than the prevailing rate of

per diem wages as determined by the Director of the California Department of Industrial Relations for all work performed on site.

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

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

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

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

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

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

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

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

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

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: \_\_\_\_\_  
Herb Niederberger, General Manager

Attest:

By: \_\_\_\_\_  
Emilie Costan, Secretary to the Board

Contractor

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

SECTION 6

Purposely Left Blank

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

1. 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

**BOND FORMS**

**8.1 BOND FOR LABOR AND MATERIAL**

KNOW ALL MEN BY THESE PRESENTS, THAT WE

\_\_\_\_\_ the Contractor in the Contract hereto annexed, as principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the South Placer Municipal Utility District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_.

The condition of the above obligation is that if said principal, its successors or assigns, as Contractor in the Contract hereto annexed, or his or its subcontractor, fails to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **SPMUD – Root Control Program 2023** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, or for any work or labor done thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or to make payments to the Franchise Tax Board pursuant to Civil Code, Section 324SA, or to pay any of the persons named in Civil Code 31S1, said surety will pay in addition to the basic obligation herein case suit is brought upon this bond, a reasonable attorney's fee to be awarded and fixed by the courts, and to be taxed as costs and to be included in the judgment therein rendered. This bond is executed in accordance with the requirements of Title XV of the Civil Code and is subject to the provisions thereof, and shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under and by virtue of the provisions of Section 31S1 of the Civil Code, or to their assigns; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

APPROVED AS TO FORM:

\_\_\_\_\_  
CONTRACTOR  
(Signature must be Notarized)

\_\_\_\_\_  
SURETY Attorney-In-Fact  
(Signature must be Notarized)

Address of Surety \_\_\_\_\_

**BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS, THAT WE

\_\_\_\_\_ the Contractor in the Contract hereto annexed, as principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the South Placer Municipal Utility District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated \_\_\_\_\_.

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the District, necessary to perform and complete, and to perform and complete in a good workmanlike manner, and to guarantee acceptable performance of the work for a period of one year following the acceptance of the project, the work of, **SPMUD – Root Control Program 2023** , in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

APPROVED AS TO FORM:

\_\_\_\_\_  
CONTRACTOR/TITLE  
(Signature must be Notarized)

\_\_\_\_\_  
SURETY Attorney-In-Fact  
(Signature must be Notarized)

Address of Surety \_\_\_\_\_

SECTION 9

**GENERAL CONDITIONS**

**9.1 GENERAL DESCRIPTION OF WORK:** This project includes the application of a chemical root herbicide into sewer mainline and service lateral pipes for controlling root growth within the pipes. (Table A – Mainline Root Foaming List) The locations are various locations within the District service area. This work will require traffic control and may require confined space entries.

The work includes but is not limited to the following:

Applying Chemical Root Treatment to 110 Mainline Pipe Segments: Diameters ranging from 6-inch to 18-inch and accumulative length totaling 31,317 feet.

Refer to Appendices for further detail.

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

**9.2 LOCATION OF WORK:** The Project is located within the City of Rocklin, Town of Loomis, Penryn and Newcastle, California.

**9.3 TIME OF COMPLETION:** Time is of the essence; the Contractor shall complete this work by June 30, 2023.

**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/Superintendent	(916) 786-8555 Ext. 310
Carie Huff	District Engineer	(916) 786-8555 Ext. 321
Emilie Costan	Payments	(916) 786-8555 Ext. 111
Josh Pirhofer	Inspector	(916) 297-2630

Eric Nielsen 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 Ext. 310
FAX:	(916) 786-8553
E-mail:	enielsen@spmud.ca.gov
Address:	5807 Springview Drive, Rocklin, CA 95677

**9.5 CONTRACT BONDS:** The Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the District, and that all materials and workmanship will be free from original or developed defects. The Contractor shall also provide, at the time of execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. The Contractor shall maintain the Payment Bond in full force and effect until the District accepts the work and until all claims for

materials and labor are paid and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the District Counsel. Section 8 contains Bond forms acceptable to the District

**9.6 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 PRE-CONSTRUCTION CONFERENCE:** Prior to commencing work, a pre-construction meeting will be held for discussing with the Contractor the scope of work, plans, specifications, existing conditions, and all essential matters pertaining to the execution and the satisfactory completion of this project. The Contractor's representative at this meeting shall include the job Superintendent and the on-site Supervisor, who will be directly involved in the work, or who shall oversee and direct the work of other contracted staff.

**9.9 CONTRACT WORKING HOURS:** Contract working hours shall be limited to 7:00 A.M. to 5:00 P.M., Monday through Thursday, and 7:00 A.M. to 4:00 P.M. Friday excluding Holidays and weekends unless otherwise approved by the District.

**9.10 OVERTIME:** Contractor shall pay the overtime costs incurred by the District, if any, at the rate of \$146.06/hour. For District employees, the regular work day starts at 7:00 AM M-F and ends at 4:30 PM Monday – Thursday and 3:30 PM on Friday.

**9.11 STAGING:** The District will provide staging space at its Corporation Yard located at: 5807 Springview Drive, Rocklin, CA 95677. Any additional areas required by the Contractor shall be his responsibility to provide. Availability of the Corporation Yard will be limited to Contract Working Hours.

**9.12 INSPECTION:** All material, equipment and worked performed will be inspected to insure compliance with the plans and specification requirements.

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

**9.14 PROGRESS PAYMENT INVOICING INSTRUCTIONS:** Upon completion of work or delivery of items, the Contractor is to submit an invoice to the Project Manager or his designated representative for certification of work completed or delivery in satisfactory manner. Progress payments may be made upon submittal of a monthly billing and ten percent (10%) retention of the billed amount. Request for payment must be submitted to the District by the 5<sup>th</sup> day of each month for the prior calendar months' work for verification and approval by the District.

**9.15 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: **District Engineer:** The District Engineer of South Placer Municipal Utility District or his/her 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 PERMITS:** The Contractor shall obtain an Encroachment Permit from the governing agency whose jurisdiction the work is to be performed:

**City of Rocklin**  
4081 Alvis Court  
Rocklin, CA. 95677  
(916) 625-5500

**Town of Loomis**  
3665 Taylor Rd  
Loomis, CA 95650  
(916) 652-1840

**Placer County**  
(for Communities of Penryn and Newcastle)  
Engineering and Survey Department  
3091 County Center Drive  
Auburn, CA 95603  
(530) 745-3110

Encroachment Permits shall be maintained on the job-site, and a copy provided to the District prior to start of work.

Water Use:

Should water be necessary for the root control process, contact Placer County Water Agency to obtain a Hydrant Meter Permit.

**Placer County Water Agency**  
114 Ferguson Road  
Auburn, CA 95604  
(530) 823-4850

Hydrant Meter permit shall be maintained on the job-site, and a copy provided to the District prior to use.

**10.5 NOTICE TO RESIDENTS:** Contractor shall provide 48-hour advanced notice to affected residents of the work that will be performed on their property.

**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 if 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 10.7 "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 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 root foam application sites and all conditions affecting traffic control. Labor and equipment used for traffic control operations shall be provided by the Contractor and included into the contracted (unit cost) pricing.

**10.9 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.

**10.10 CHEMICAL SPILL RESPONSE PLAN:** Prior to commencement of work, Contractor shall submit to the District for approval, a detailed spill response plan appropriate for the application and type of chemical used.



## SECTION 11

### TECHNICAL SPECIFICATIONS

#### 11.01 SEWER LINE CHEMICAL ROOT TREATMENT (Foaming Method, by NASSCO)

- A. Intent: The intent of chemical root treatment is to kill tree roots in sanitary sewer lines and to inhibit root re-growth without damaging the trees, the environment, or the treatment plant.
- B. Reference Specifications: The chemical root treatment material shall be EPA registered and labeled for use in sewer lines and acceptable to the state agencies having jurisdiction over its use.

The Contractor shall submit a specimen product label of the material to be used in chemical root treatment to the Engineer with his bid or proposal.

All materials and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements, and recommendations of the manufacturer of the chemical root treatment material used.

- C. Materials: The active ingredient for killing roots shall be a non-systemic herbicide which will kill roots at low concentrations, but which will not permanently affect parts of the plant distant from the treated roots. The active ingredient must be spontaneously detoxified by natural chemical/biochemical processes following its use.  
**Manufacturer's maximum use guidelines should always be observed.**

The active ingredient for inhibiting root regrowth in sanitary sewers shall inhibit root cell growth on contact but shall not be transported so as to damage other portions of the plant. The material shall form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under conditions of use to provide protection for twelve months but shall be subject to decomposition in wastewater treatment plants without disturbing plant processes.

To improve transportation of the active ingredients into root tissues, the root treatment material shall contain emulsifiers to degrease root masses and remove fatty acids from root tissue and surfactants to convert an aqueous solution of the root treatment agent into a volatile foam when using the proper aeration equipment. This method insures root treatment material is held in line until chemical reaction is complete and roots are fully exposed to chemical.

- D. Precautions and Responsibility: The Contractor's attention is directed to the safety requirements and precautions associated with the use of the root treatment material.

The Contractor is required to be knowledgeable of and in compliance with federal and state requirements relative to the root treatment material and its use. Compliance with federal state law shall supersede compliance with the provisions of this contract.

Mixing and application of the root treatment material shall be done under the supervision of a state-certified pesticide (herbicide) applicator as required by law.

The Contractor shall use precautions for the protection of all persons, vegetation, animals, and property. The Contractor is responsible for damage to private property and vegetation.

## 11.02 SUBMITTALS

A. The Contractor shall provide shop drawings, product data, and other pertinent information as follows:

1. Safety Data Sheet (SDS)
2. Product Specimen Label.
3. Evidence of qualifications to apply pesticide in Placer County.

B. Experience and Qualifications

Bidders must be licensed with the California Department of Pesticide Regulation (hereafter, CDPR) prior to the bid date

1. Applicator license/certification with the CDPR.
2. Experience records to demonstrate a minimum 100,000 linear feet of direct experience in applying chemical sewer root control of the type specified.
3. Project experience to indicate the staffing and equipment capable of performing work consistent with the needs of this contract.

## 11.03 TRANSPORTATION, STORAGE, AND PROTECTION

All materials shall be transported, stored, and protected in accordance with manufacturer's recommendations and applicable Federal and State guidelines.

## 11.04 ROOT CONTROL PRODUCT

A. The root control product shall be registered with the US EPA and the CDPR, prior to the bid opening, and shall be labeled for use in sewers to control tree roots. The root control product shall contain an active ingredient for killing sewer roots and controlling their regrowth. The following products, or an approved equal, shall be used:

1. Razorooter II
2. Sanafoam Vaporooter II

B. Proven Equivalents:

Should the Contractor wish to use any product other than specified herein, must submit complete descriptive literature naming the proposed substitution and manufacturer and must be approved in writing prior to the bid date.

## **11.05 MANNER OF APPLICATION**

- A. All work must be performed by persons qualified to do so and be performed according to label instructions. All applications shall be done by foaming or methods provided on the product label.

The application of the product shall be performed in such a way as to contact roots within the main line sewer to be treated. Effort will also be made to penetrate lateral sewers to contact roots residing in the service lateral connections. Foam quality must be sufficient to effectively treat all pipe diameters and foam must be mechanically produced.

## **11.06 REPORTS ON COMPLETED WORK TO BE PROVIDED BY THE CONTRACTOR**

- A. Upon completion of the project and accompanying the invoice, or whenever requested to by the Owner, the Contractor shall submit reports which show the following information:

1. The name of the Owner
2. The report dates
3. The date each given sewer line was treated
4. The SPMUD Asset ID for each line treated
5. The pipe size for each given sewer line
7. The length (manhole to manhole) for each given sewer line

## **11.07 GUARANTEE REQUIREMENTS**

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows.

The Contractor shall, at his own expense, re-treat a sewer section, in the event that: (1) live roots are found in the section within six months after Project Acceptance by the District or, (2) the section plugs up due to tree root obstructions within a period of two years beginning on the Project Acceptance date.

Retreatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee. Retreatments shall be performed within 30 days of notification of the District unless the time is otherwise extended at the sole discretion of the District.

The guarantee applies only to main line sewer stoppages caused by tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. The Contractor is not responsible for damage caused by main line stoppages.

The decision of the Owner as to the cause of a stoppage shall be binding.

The Contractor shall be required to return within 30 days of notification, at the Contractor's sole expense, for the purpose of performing free re-treatments as required under the guarantee.

**END OF SECTION**

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**STAFF REPORT**

**To:** Board of Directors

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

**Cc:** Herb Niederberger, General Manager

**Subject:** Resolution 23-09 – Authorization for the General Manager to Execute a Professional Services Agreement with Mann, Urrutia, Nelson, CPAs for Independent Auditing Services through Fiscal Year 25/26

**Meeting Date:** April 6, 2023

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**Overview**

California Government Code §12410.6(a) requires all Special Districts to undergo an independent financial audit conducted by a Public Accountant or a Certified Public Accountant (CPA), licensed by, and in good standing with, the California Board of Accountancy, and the California Municipal Utilities Act §11938 requires Municipal Utilities to file an annual financial report showing the results of operations for each preceding fiscal year. The South Placer Municipal Utility District (District) has been contracting with Mann, Urrutia, Nelson, CPAs and Associates LLP (MUNCPAS), under the supervision of a partner in the firm, Justin Williams, CPA, to provide independent auditing services since 2017. While working with MUNCPAS, the District has received the Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Audits for Fiscal Years 2019, 2020, and 2021.

The District issued a Request for Proposals on February 6, 2023, for Independent Audit Services. Four firms submitted proposals by the deadline of March 3, 2023. All four of the firms that submitted proposals are recommended consultants on the California Special District Association website, are members of the Government Audit Quality Center, and received passing results on their America Institute of Certified Public Accounts Peer Review. The three-year cost of service was not significantly different for any of the four proposers. Two District staff members and the District’s contracted monthly CPA individually evaluated the proposals. Proposals were evaluated based on qualifications and experience, work plan and approach, references, and cost. MUNCPAS was selected by the evaluation team as the best firm to provide Independent Audit Services for the District.

California Government Code §12410.6(b) requires that the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, cannot perform audit services for that local agency for more than six consecutive fiscal years. MUNCPAS is proposing that another firm partner, Erica Pastor, CPA be assigned as the engagement partner on the District’s upcoming audits through Fiscal Year 25/26 with an option to extend for two additional years.

Staff is pleased with the work that MUNCPAS has performed for the District and wishes to continue working with a known firm that provides excellent customer service, has easy to use tools, and employs familiar processes.

**Recommendation**

Staff recommends that the Board of Directors approve Resolution 23-09 Authorizing the General Manager to execute a Professional Services Agreement with Mann, Urrutia, Nelson, CPAs and Associates LLP for Independent Auditing Services through Fiscal Year 25/26.

**Strategic Plan Goals**

This action is consistent with SPMUD Strategic Plan Priorities:

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

**Related District Ordinances and Policies**

- Policy # 3150 – Purchasing
- Policy # 4048 – District General Counsel & Auditor
- Policy # 3115 – Fixed Asset Capitalization & Accounting Control

**Fiscal Impact**

The cost for Independent Auditing Services shall not exceed \$30,000 annually. The expense will be paid out of the General Fund, Fund 100.

**Attachments**

1. Resolution 23-09 Authorizing the General Manager to execute a Professional Services Agreement with Mann, Urrutia, Nelson, CPAs and Associates LLP for Independent Auditing Services through Fiscal Year 25/26
2. Professional Services Agreement with Mann, Urrutia, Nelson, CPAs and Associates LLP

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**

**RESOLUTION NO. 23-09**

**AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH MANN, URRUTIA, NELSON,  
CPAS AND ASSOCIATES LLP FOR INDEPENDENT AUDITING SERVICES  
THROUGH FISCAL YEAR 25/26**

WHEREAS, California Government Code §12410.6(a) requires Special Districts to undergo an independent financial audit conducted by a Public Accountant or a Certified Public Accountant (CPA), licensed by, and in good standing with, the California Board of Accountancy; and

WHEREAS, the California Municipal Utilities Act §11938 requires South Placer Municipal Utility District to file an annual financial report showing the results of operations for each preceding fiscal year; and

WHEREAS, South Placer Municipal Utility District has been contracting with Mann, Urrutia, Nelson, CPAs since 2017, and

WHEREAS, while working with Mann, Urrutia, Nelson, CPAs, the District has received the Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Audits for Fiscal Years 2019, 2020, and 2021, and

WHEREAS, the District solicited proposals for independent audit services, and the written proposals were individually evaluated by a team consisting of two staff members and the District's contracted monthly CPA, and

WHEREAS, Mann, Urrutia, Nelson, CPAs was selected by the evaluation team as the best firm to provide Independent Audit Services for the District, and

WHEREAS, California Government Code §12410.6(b) requires that the lead audit partner or coordinating audit partner having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, cannot perform audit services for that local agency for more than six consecutive fiscal years, and

WHEREAS, Mann, Urrutia, Nelson, CPAs is proposing that Erica Pastor, CPA be assigned as the engagement partner on the District's upcoming audits, and

WHEREAS, District Policy 3150 – Purchasing, requires Board authorization for the General Manager to approve purchases greater than \$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 Mann, Urrutia, Nelson, CPAs and Associates LLP for Independent Auditing Services through Fiscal Year 25/26.

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 6<sup>th</sup> day of April 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: (3) years with option to extend

EXECUTED:

Provide Professional Services for the project know as Independent Audit Services for Fiscal Years 2023/24, 2024/25, and 2025/26.

DISTRICT: South Placer Municipal Utility District
DISTRICT REPRESENTATIVE: Emilie Costan, Administrative Services Manager
(916) 786-8555; ecostan@spmud.ca.gov

CONTRACTOR: Mann, Urrutia, Nelson CPAs
CONTRACTOR REPRESENTATIVE: Erica Pastor, Partner
(916) 929-0540; ekp@muncpas.com

SERVICES:

The undersigned agrees to complete the work specified in strict accordance with the General Provisions, Scope of Work and Pricing incorporated herein within the time specified in the proposal.

Total agreement amount shall not exceed \$90,000.

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:

Mann, Urrutia, Nelson CPAs
1760 Creekside Oaks Drive
Suite 160
Sacramento, CA 95833

The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

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: \_\_\_\_\_

Title: \_\_\_\_\_

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 three years with an option to extend for two additional 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 upon completion of services for a total amount not to exceed \$30,000 annually. 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](mailto:ap@spmud.ca.gov) or mailed to 5807 Springview Drive, Rocklin, CA 95677.
4. **TERMINATION:** This Agreement may be terminated, without cause, at any time by the District or 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, 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 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.



MANN, URRUTIA, NELSON CPAS  
& ASSOCIATES LLP

Proposal to Provide Audit Services

## SOUTH PLACER MUNICIPAL UTILITY DISTRICT

MARCH 1, 2023

CONTACT:

ERICA PASTOR, CPA, PARTNER

MANN, URRUTIA, NELSON CPAS & ASSOCIATES, LLP

SACRAMENTO OFFICE: 1760 CREEKSIDE OAKS DR., SUITE 160

SACRAMENTO, CA 95833

916-929-0540

ekp@muncpas.com

WWW.MUNCPAS.COM

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### TOTAL CLIENT COMMITMENT

SACRAMENTO • ROSEVILLE • GLENDALE • SOUTH LAKE TAHOE • KAUAI, HAWAII



XII. ATTACHMENT 1: Proposal Cover Page

## ***Proposal Cover Page***

### **Proposal for Independent Audit Services**

***Submissions Must Be Received Prior To 4:30 P.M. (Pacific Daylight Time)  
on March 3, 2023***

**Submit Information** (Electronically, in PDF format) to [ecostan@spmud.ca.gov](mailto:ecostan@spmud.ca.gov)

**NAME AND ADDRESS OF PROPOSER SUBMITTING THIS INFORMATION**

Name of Vendor: Mann, Uttutia, Nelson, CPAs & Associates, LLP  
Name of Contact Person: Erica Pastor, CPA  
Address: 1760 Creekside Oaks Dr., Suite 160  
City, State, Zip Code: Sacramento, CA 95833  
Phone Number: 916-929-0540  
Email: ekp@muncpas.com







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March 1, 2023

Emilie Costan  
Administrative Services Manager  
South Placer Municipal Utility District  
5807 Springview Drive  
Rocklin, CA 95677

Dear Emilie,

On behalf of our partners and staff of Mann, Urrutia, Nelson CPAs & Associates LLP (MUN CPAs) I am pleased to present our proposal extend professional services to the South Placer Municipal Utility District. We greatly value the relationship that our firm and the South Placer Municipal Utility District has fostered and are more than happy to continue this growth. As always, our overall goal is to provide responsive, innovative services of the highest quality to our clients

We believe our firm is the best qualified to perform this engagement because we add value to the audit by providing specialized resources and technical proficiency. Our expertise in governmental auditing and accounting combined with our vast access to resources empowers us to solve challenges encountered during the audit.

We are committed to meeting all terms, conditions, and requirements as addressed in the request for proposal.

We understand that the South Placer Municipal Utility District requires timely audit services and are committed to meeting all terms and conditions of the engagement. As we have performed audit services for the South Placer Municipal Utility District since the year ended June 30, 2017, we fully understand the audit requirements, as well as your expectations. It is our understanding the scope of services will be the following:

1. Perform an audit of the basic financial statements of the South Placer Municipal Utility District and issue related reports.
2. Assist in the preparation of the District's Annual Comprehensive Financial Report (ACFR) in accordance with all GASB requirements for the District's submittal to Government Finance Officers Association (GFOA) for the Certificate of Achievement for Excellence in Financial Review Reporting Program.
3. Perform Single Audit and issue related reports, if required, in accordance with the provisions of the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
4. Prepare and submit the Financial Transactions Report to the State Controller's office for the District.
5. Issue a Management Letter, if necessary, for South Placer Municipal Utility District that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions.
6. Present audit results to the South Placer Municipal Utility District Board of Directors.
7. Provide general consultation as required on financial accounting and reporting matters.

The audit will be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; *the Basic Audit Program and Reporting Guidelines for California Special Districts*, as prescribed by the State Controller.

We separate ourselves from our competition by:

- ◇ Extensive Partner involvement on each engagement
- ◇ Manager and/or Partner always on-site during fieldwork
- ◇ Consistent and experienced staff
- ◇ Timeliness of communications
- ◇ Proactive approach in addressing complex issues early in the engagement
- ◇ Availability to clients as a specialized resource
- ◇ Professionalism with understanding

**Our success** — The keys to our success and growth include our commitment to outstanding quality, properly trained staff, timely communication in all aspects of the audit, planning, and understanding how to structure each audit to ensure efficiencies are achieved, and our ability to meet all required deadlines.

We add value to the audits we perform by providing specialized resources and technical proficiency. Our expertise in governmental accounting combined with our vast access to resources empowers us to solve challenges encountered during the audits. Our unique combination of technical expertise, combined with our philosophy of total client commitment throughout all phases of the engagement provides our clients the highest quality service and products available.

We are confident that our proposal addresses your needs and look forward to discussing and reviewing its content with you. We appreciate this opportunity to continue to provide quality audit services for the South Placer Municipal Utility District.

This proposal is a firm and irrevocable offer for 90 days from proposal due date.

As a Partner listed on this proposal, I am authorized to make representations for and to bind our firm.

Sincerely,



Erica Pastor, CPA  
Partner  
ekp@muncpas.com

#### ADDITIONAL INFORMATION

1760 Creekside Oaks Dr., Suite 160  
Sacramento, CA 95833  
Office: 916-929-0540 Fax: 916-929-0541

Firm is headquartered in California.

We will not be using any subcontractors should we again be named your auditor.



PROPOSAL SIGNATURE (ATTACHMENT 2)

XIII. ATTACHMENT 2: Proposal Signature Form

Proposal Signature Form

All Proposers must complete and sign this section. Failure to complete and sign this section will result in rejection of the proposal.

Name of Proposer: Mann, Urrutia, Nelson CPAs & Associates, LLP (MUN CPAs)
Business Address: 1760 Creekside Oaks Dr., Suite 160
City, State, Zip Code: Sacramento, CA 95833
Telephone: 916-929-0540
Email: ekp@muncpas.com
Type of Business: [ ] Corporation; [X] Partnership; [ ] Individual doing business under own name; [ ] Individual doing business using a firm name; [ ] Joint Venture (Attach Joint Venture Agreement)
Federal Tax I.D. Number: [REDACTED]

The undersigned, as proposer, certifies that the only persons or parties interested in this Proposal as principals are those named herein as proposer; that this qualification statement is made without collusion with any other person, firm, or corporation; that in submitting this Proposal the proposer has examined all terms, conditions, and requirements set forth in the Request for Proposal; that the proposer proposes and agrees that if this Proposal is accepted, the proposer will execute and fully perform the contract for which Proposals are called; that the proposer will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the proposer will take in full payment therefor, the prices set forth in the contract.

Print Name: Erica Pastor, CPA
Title: Partner
Signature: Erica Pastor
Address: (if different than business address above)





## COMPANY INFORMATION / QUALIFICATIONS AND EXPERIENCE

MUN CPAs is a locally established and respected full-service licensed accounting and auditing firm offering governmental audits, as well as tax, consulting, litigation support, and forensic accounting services. Our commitment to our clients has enabled the firm continued growth and success at developing and maintaining strong professional relationships. We have over 60 well-trained professionals with office locations in Sacramento, Roseville, South Lake Tahoe, and Glendale, California, as well as Hawaii.

### *Sacramento Office*

Audit engagements are performed primarily out of the Sacramento office. We have an outstanding team of eighteen audit professionals consisting of three firm partners one senior manager, two managers, three seniors and nine staff accountants. Five full-time staff members will be dedicated to the South Placer Municipal Utility District should services be awarded to our firm. In addition to audits, reviews and compilations, we also provide accounting, tax and consulting services for our clients.

We specialize in audits of special districts and governmental agencies ranging from small agencies to agencies with over \$200 million in annual revenue. We also specialize in retirement plans and nonprofit organizations. We are voluntary members of the following organizations:

- Government Audit Quality Control Center
- Government Finance Officers Association
- California Special Districts Association
- Association of California Water Agencies
- California Municipal Treasurers Association
- California Society of Municipal Finance Officers

Membership in these centers provides our firm with additional resources designed to enhance our audit quality and apply best audit practices to our engagements. We have access to the latest developments in accounting, auditing, and the various rules and regulations that affect the different audits and industries.

### Governmental Auditing Experience

Since our founding in 2003, our office has performed over 300 audits of special districts and other governmental entities. We have provided audit services for several other special districts that are similar to that which is requested by the South Placer Municipal Utility District. We currently provide audit services to 30 governmental entities, of which 15 are special districts. **Every level of our audit staff has extensive experience in auditing special districts.**

### GASB Implementation and Reporting

In addition to auditing and assisting with the preparation of GASB financial statements, all audit partners and managers have provided hands-on assistance with implementation of new GASB financial reporting requirements. Our firm is a leader in implementation of the new GASB standards going into effect in the coming years.

### Client Education and Updates

Our partners have provided webinars and seminars sponsored by the CSFMO, CSDA and League of California Cities, with topics ranging from GASB 68 and 75, fraud, and preparing for annual audits. Partner Justin Williams presented on the topic **"GASB Reporting Requirements and Their Effect on Your District"**, **"Assessing the Financial Health of Your District"** and **"Financial Management for Special Districts"** at various CSDA conferences and workshops.



## Proposal to Provide Audit Services to the South Placer Municipal Utility District

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### Board/Finance Committee Training

Our job doesn't stop when we issue your audited financial statement reports. While these reports may be intimidating to interpret, we can help. Our firm offers training to help you understand what the audit report means for the District. We can show you how to read the financial statements and how to use that information to analyze and evaluate the District's financial performance. We have certified professionals who are happy to further talk to you regarding various topic options that can be presented.

### LIST OF ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) CLIENTS

All management staff assigned to this audit has substantial experience in the preparation of Annual Comprehensive Financial Reports. Below is a list of our clients who have obtained the Certificate of Achievement in Excellence in Financial Reporting from the GFOA for an audit prepared with our firm.

Vallejo Flood & Wastewater District  
Nevada Irrigation District  
Tahoe City Public Utilities District  
South Tahoe Public Utility District  
South Placer Municipal Utility District  
Ironhouse Sanitary District  
City of Auburn  
City of Lincoln  
City of Hollister  
City of Novato  
Town of Truckee  
City of Rio Vista



## Proposal to Provide Audit Services to the South Placer Municipal Utility District

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### PROPOSED KEY PERSONNEL

The team assigned to perform the audit of South Placer Municipal Utility District is composed of highly trained professionals with extensive experience in governmental audit engagements. Our small, efficient working group will continue to maintain a knowledgeable, yet non-intrusive, approach to the audit, and in this way, deliver an audit of exceptional quality requiring few disruptions in the conduct of the District' on-going operations. Engagements at MUN CPAs are conducted under the supervision of an engagement partner and manager, which assures that quality standards are maintained and all client requirements are met.

We propose the following management team for the audit:

ERICA PASTOR, CPA, Engagement Partner  
JUSTIN WILLIAMS, CPA, Concurring Partner  
SUSAN BEETER, CPA, Senior Manager  
BRYAN ARELLANO, Senior Staff Associate

#### Professional Affiliations

Our commitment to governmental accounting is further strengthened by our involvement with respected South Placer Municipal Utility District.

**Justin Williams** is a member of the statewide CalCPA Governmental Accounting and Auditing Committee, and the California Special Districts Association Audit Committee and Finance Committee. He has also published accounting and auditing articles and has been a speaker at webinars and seminars sponsored by these South Placer Municipal Utility District with topics including **GASB 68 and 75**, fraud, and preparing for annual audits.

**Erica Pastor** is a Past President and current board member of CalCPA-Sacramento Chapter, and a member of the statewide CalCPA Governmental Accounting & Auditing Committee. She is also a member of the GFOA **Certificate of Achievement for Excellence in Financial Reporting Program, and is frequently asked to review submitted financial statements.**

#### Quality of Staff

MUN CPAs staff training and professional development program ensures the staff assigned to the audit of the South Placer Municipal Utility District will maintain the highest levels of professional understanding of the issues impacting the South Placer Municipal Utility District. All professional staff at MUN CPAs, from a brand-new staff associate to a seasoned senior manager, undergo a formal mid-year and year-end performance evaluation process. Our formal evaluation process is designed to provide constructive feedback to continue the professional growth and development of our staff, as well as provide guidance and assistance to allow staff to achieve their professional goals

#### Continuing Education

Continuing education is a top priority for MUN CPA's. Each of our team members receives a wide variety of annual training and content updates from highly qualified instructors, ensuring that they remain on the forefront of issues that could potentially impact our clients.

Individuals who work on audits subject to *Government Auditing Standards* must obtain, every two years, at least 80 hours of CPE that directly enhance the auditor's professional proficiency to perform audits and/or attestation engagements. At least 20 of the 80 hours must be obtained annually. Individuals responsible for conducting substantial portions of the fieldwork, planning, directing, or reporting on audits subject to *Government Auditing Standards* must obtain 24 of those hours in subjects directly related to the government environment and government auditing.



## Proposal to Provide Audit Services to the South Placer Municipal Utility District

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All members of the District' proposed engagement team meet all continuing education requirements of Federal, State and Applicable professional South Placer Municipal Utility District

### **Staff Consistency**

We understand that the best way to provide South Placer Municipal Utility District with responsive, quality services is to assign the most qualified individuals to the engagement and maintain continuity of staff on successive engagements. We are committed to maintaining the same staff assigned in this proposal on subsequent engagement years.

Our Firm takes great pride in not only selecting high quality staff members, but also providing them an environment designed for their success and betterment.

We believe staff continuity on engagements is essential to that engagement being successful. Our Firm's mission statement reads:

*To provide responsive, innovative services of the highest quality to our clients; and to provide a positive, rewarding environment encouraging our employees to fulfill their professional and personal goals.*



**Proposal to Provide Audit Services to the South Placer Municipal Utility District**

**ERICA PASTOR, CPA**  
Engagement Partner

Erica has eighteen years of public accounting experience and has spent fourteen of those years with MUN CPAs. She has extensive experience serving government clients and is a leader in her vocation; she is past President and Board Member of CalCPA – Sacramento. As Engagement Partner Erica will have overall responsibility for the efficiency, timeliness and delivery of the services we provide, including developing and maintaining effective lines of communication with the District. She will directly interface with the District’s management and will plan and review the audit.



**INDUSTRY EXPERIENCE:** Special Districts  
Municipalities  
Nonprofit  
Privately held businesses

**OTHER EXPERTISE:** GASB implementation  
Reviewed and compiled financial statements  
Agreed-upon procedures  
Audit committee training  
Annual Comprehensive Financial Reports  
Internal control implementation  
Federal Single Audit Grant compliance  
Grants and contracts compliance

<b>RELEVANT ENGAGEMENT EXPERIENCE:</b>	Ironhouse Sanitary District	City of Piedmont
	Tahoe City Public Utility District	City of Hollister
	Vallejo Flood and Wastewater District	City of Winters
	Castro Valley Sanitary District	City of Novato
	Yolo County Flood Control & Water Conservation Dist.	City of Rio Vista
	Sacramento-Yolo Mosquito & Vector Control District	
	City of Auburn	
	City of Lincoln	

**DESIGNATIONS:** Certified Public Accountant (CPA)

**PROFESSIONAL MEMBERSHIPS:** American Institute of Certified Public Accountants  
CalCPA Governmental Accounting & Auditing Committee, Sacramento Chapter Chair  
CalCPA, Sacramento Chapter, Past President and Board Member  
GFOA Special Review Committee member

**EDUCATION:** Bachelor of Science, Managerial Economics  
UC Davis – Davis, California,  
Certificate of Accountancy  
National University – Sacramento, California



**JUSTIN WILLIAMS, CPA**  
Concurring Partner

Justin’s professional career includes more than 25 years of public and private accounting experience, of which 23 years has been heavily concentrated on audits of governmental entities throughout Northern California. He has been extensively involved with the California Special Districts Association, providing workshops and webinars to the association members throughout the year. As Concurring partner Justin will perform a secondary review of the engagement, ensuring that, all firm and professional standards are adhered to.



**INDUSTRY EXPERIENCE:** Special Districts  
Municipalities  
Nonprofit  
Privately held businesses  
Retirement / employee benefit plans

**OTHER EXPERTISE:** GASB implementation  
Board of Directors training  
Federal and State compliance and financial reporting  
Fraud investigations  
Internal control implementation  
Peer reviews

<b>RELEVANT ENGAGEMENT EXPERIENCE:</b>	South Placer Municipal Utility District	Town of Truckee
	Santa Nella County Water District	City of Novato
	Greater Vallejo Recreation District	City of Sanger
	Diablo Water District	City of Lincoln
	South Tahoe Public Utility District	
	Keyes Community Services District	
	Nevada Irrigation District	
	Kensington Fire Protection District	

**DESIGNATIONS:** Certified Public Accountant (CPA)

**PROFESSIONAL MEMBERSHIPS:** American Institute of Certified Public Accountants  
California Society of Certified Public Accountants  
GFOA Budget Awards Program  
CSDA Audit Committee Member  
CSDA Finance Committee Member  
National Institute of Pension Administrators, Sacramento Chapter

**EDUCATION:** Bachelor of Science, Accounting  
Case Western Reserve University – Cleveland, Ohio



## Proposal to Provide Audit Services to the South Placer Municipal Utility District

### SUSAN BEETER, CPA

Senior Manager

Susan has over 23 years of public accounting experience, including 21 years auditing government entities which has included cities and special districts. She provides audit services to a wide range of industries, including governmental and nonprofit entities. Susan will be responsible for and will be coordinating the planning and implementation of audit processes, including daily supervision and technical support of the audit.



**INDUSTRY EXPERIENCE:**

Municipalities  
Special Districts  
Nonprofit

**OTHER EXPERTISE:**

Annual Comprehensive Financial Reports  
GASB Implementation  
Internal control evaluation  
Accounting services  
Inventory observations  
Single Audit compliance  
Grants and contracts compliance

**RELEVANT ENGAGEMENT EXPERIENCE:**

Greater Vallejo Recreation District  
Vallejo Flood and Wastewater District  
North Tahoe Public Utility District  
Nevada Irrigation District  
South Tahoe Public Utility District  
City of Piedmont  
City of Gridley  
City of Auburn  
City of Novato  
City of Lincoln

**DESIGNATIONS:**

Certified Public Accountant (CPA)

**PROFESSIONAL MEMBERSHIPS:**

American Institute of Certified Public Accountants  
California Society of Certified Public Accountants

**EDUCATION:**

Bachelor of Science, Business Administration - Accountancy



## Proposal to Provide Audit Services to the South Placer Municipal Utility District

### BRYAN ARELLANO

Senior Staff Associate

Bryan has over 5 years of public accounting experience and provides audit services to a wide range of industries, including governmental, not-for-profit, retirement plans, and for-profit entities. In his role, Bryan handles specific stages of audit work, ensures work is prepared in compliance with professional standards, and detects exceptional items and issues of non-compliance.



**INDUSTRY EXPERIENCE:** Governmental agencies  
Nonprofit  
Retirement plans  
Closely held companies

**OTHER EXPERTISE:** Internal control evaluation  
Accounting services  
Inventory observations  
Single Audit compliance  
Grants and contracts compliance

**RELEVANT ENGAGEMENT EXPERIENCE:** South Placer Municipal Utility District  
North Tahoe Public Utility District  
Tahoe City Public Utility District  
Diablo Water District  
Greater Vallejo Recreation District  
Sacramento - Yolo Vector Control  
Vallejo Flood and Wastewater District  
Town of Paradise  
City Lincoln  
City of Gridley

**PROFESSIONAL MEMBERSHIPS:** American Institute of Certified Public Accountants  
California Society of Certified Public Accountants

**EDUCATION:** Bachelor of Science, Business Administration-Accountancy  
California State University, Sacramento  
  
North Dakota State University - Fargo, North Dakota



## WORK PLAN AND SCHEDULE

Our audit work plan targets our audit efforts on those areas of your financial statements that represent the greatest risk. This includes integrated quality-control processes, including policies and procedures for engagement quality control.

Our financial audit methodology comprises a set of interdependent audit work steps and procedures that enable the audit team to plan and execute the audit strategy and conclude and report audit results. The methodology also provides for performance measurement to enable improvement in quality of audit work through identification of training needs and motivation of staff through performance-based growth and advancement. The financial audit methodology of our firm is built around the following:

- Generally accepted auditing standards
- Professional ethics
- Quality assurance and control

Our audit process begins with the assignment of staff to the engagement. Our engagement team has the expertise to provide a level of service desired and deserved by your South Placer Municipal Utility District. Our engagements are supervised by the engagement partner and the manager who specialize in government and special district audits. As high-level involvement is vital to a quality audit, the partner and manager's time will account for approximately 30% of total hours spent on the engagement. Our team's approach is designed to be efficient yet non-intrusive.

## PROPOSED SEGMENTATION OF THE ENGAGEMENT

### Audit Planning

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Our audit planning process includes a risk assessment of the District and review of the control environment. We begin with a pre-planning meeting to ensure that management's expectations and our expectations are communicated prior to commencing the audit. We will confirm our understanding of the engagement deadlines and ensure these are met timely.

***Interim Audit Phase:*** Our interim audit phase typically consists of two to three days of fieldwork and includes the following:

### Risk Assessment

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As part of our extensive planning phase, the engagement team will discuss with management issues surrounding the applicable industry, the District' internal & external environment, significant events, as well as economic, political, and social factors to determine and document areas of risk. Once areas of risk have been identified, the next process will be to review the control environment.



## Proposal to Provide Audit Services to the South Placer Municipal Utility District

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### Control Environment — Interim Phase

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Our understanding of and reliance on the District' internal controls related to financial reporting is a key factor in our audit approach to the District' financial statements. Our interim audit procedures are primarily focused on developing our understanding of internal controls related to cash receipts, cash disbursements, payroll, financial reporting close and the IT environment, and then performing tests of those controls. Our planned audit approach is a control-based audit in which we are planning to perform tests of controls in order to place reliance on the District' key controls.

We develop our understanding of the District' internal controls through a combination of verbal discussions with management, and observation and inspection of documents. We first gain a high-level understanding of controls by asking an appropriate member of your finance department to describe the processes for recording transactions and more importantly, how the review and approval of transactions is documented. Then to corroborate the descriptions, we ask to see physical evidence that the control is in place. Physical evidence is typically management providing key documents that have evidence of a review or approval on the document.

If we identify any controls that are not operating as designed, we will first discuss with management before providing a written recommendation.

*Year-End Audit Phase:* Our year-end audit phase typically consists of three to four days of fieldwork and includes the following:

### Substantive Procedures — Year End Phase

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Substantive audit procedures are designed based on our risk assessment process. Complex and high-risk accounts will be identified early in the audit process and these accounts will be assigned to the manager and/or partner for actual testing. Our substantive audit procedures will include the following:

- ◇ Tests of account details — Detail transaction testing to source documentation
- ◇ Analytical procedures — Ratio analysis, variance analysis, trend analysis
- ◇ Use of data analysis software — Review of large volumes of data to detect anomalies
- ◇ Unpredictability tests — Varying timing and extent of tests
- ◇ Review of management's estimates — To determine reasonableness
- ◇ Review of subsequent events and contingencies — For proper adjustment and footnote disclosure

### Laws and Regulations

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As applicable, we will review the laws and regulations covering the District' grants and other programs. Based upon our inquiry with District staff, review of the District' government code, review of administrative policies, etc. we will determine the relevant laws and regulations that will be subject to additional test work.



## Proposal to Provide Audit Services to the South Placer Municipal Utility District

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### Use of Analytic Procedures during the Audit

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The use of analytic procedures during our audit of the District is part of our planned audit approach for certain financial statement line items. In order to perform effective analytic procedures, MUN CPAs must first obtain an understanding of activity at the District, as well as changes in activity at the District during the year under audit. This will allow MUN CPAs to develop expectations for changes or lack of changes in key account balances for purposes of performing our analytic procedures. Our analytic procedures will be performed using a combination of the following:

- Independent recalculations of account balances: Performing our own independent recalculation of an account balance, then comparing to the District' actual account balance to see if our recalculated balance agrees to the District' balance. Significant variance between our recalculated balance and the District' balance would require additional inquires and procedures to determine if the account balance requires an adjustment.
- Variance analytics of prior year and current year account balances: By developing our understanding of activity at the District, we can then compare current year account balances to the prior year balance and determine if the change in the account balance is reasonable based on our understanding of activity at the District during the year. Account balances and/or changes in account balances that do not meet our expectations will require further inquiry with management to determine if an adjustment is needed.
- Ratio analysis: We can compare the relationship of certain accounts to other accounts or non-financial information to determine if the relationship is consistent or if a variance may indicate an adjustment to an account may be required.

### Drawing Audit Samples

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The selection of audit testing samples is based on a combination of materiality, qualitative factors, and auditor judgement. Account balances and/or transactions over a certain dollar limit are automatically selected for testing. Smaller account balances, transactions or disclosures that MUN CPAs determines may have a qualitative impact on the financial statements and influence a user of the financial statements will also be selected for testing.

Based on our review of the financial statements of the South Placer Municipal Utility District, we anticipate that our primary areas of audit focus will be:

- Financial reporting requirements
- Impact of new GASB accounting standards
- Revenue recognition
- Valuation of accounts receivable
- Valuation of capital assets
- Valuation of Pension and OPEB liabilities
- Expense and accrual timing
- Long-term debt reporting



Preparation of Audit Report and Review — Year-end Phase and Wrap-up Phase

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The manager and engagement partner review audit workpapers throughout the audit. Before we leave your offices, the file will be substantially reviewed and any issues will be discussed and resolved. All reports are reviewed by the engagement partner and concurring partner.

Upon approval, we will issue drafts of all reports based on the District’ predetermined schedule as indicated in the Request for Proposal. This will allow adequate time for review and distribution of the report.

**ESTIMATED TIMELINE**

Upon approval, we will issue drafts of all reports based on a predetermined schedule allowing adequate time for review and distribution of reports. The following is a proposed tentative audit timeline. The actual timeline would be agreed to and finalized between MUN CPAs and South Placer Municipal Utility District upon appointment as your CPA audit firm:

Audit Task	Completed by:
Audit Planning and Interim fieldwork*	August 31st
Year-end Audit fieldwork*	September 15th
Post-fieldwork wrap up & financial statement preparation	October 15th
Draft reports and letters to District management	October 31st
Final financial statements and letters issued	November 15th
Present audit report and results to Board of Directors	December 15th

\*A “Prepared by Client” (PBC) list of requested audit schedules will be provided upon audit engagement. PBC Items are due to MUN CPAs two weeks prior to scheduled fieldwork in order to properly plan, risk assess, and select samples for the audits.





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## INFORMATION TECHNOLOGY AND COMMUNICATION

### Remote Audit Capabilities

We are committed to serving our clients and meeting their deadlines regardless of the current health and social challenges. If public health concerns, client concerns or other issues restrict our team from performing the audit in-person at your offices, MUN CPAs has the technological capabilities and solutions to perform the full audit remotely and complete the audit according to your District' needs and timelines. With the use of our secure Suralink website, management of the South Placer Municipal Utility District will be able to securely provide MUN CPAs with all needed documents and reports. The use of encrypted e-mails will be used to transmit smaller documents. Scheduling regular phone and video calls and audit updates will allow both management of the District and MUN CPAs to remain on the agreed-upon timeline.

### Protecting Our Client Data

MUN CPAs takes client data security seriously and has implemented a robust and redundant infrastructure that complies with recommendations of industry leaders and the IRS. An independent security contractor conducts biannual penetration audits and the firm is fully covered by our cyber insurance policy. MUN CPAs employs daily redundant backups of all data off-site at two secure locations. Our system is protected by the latest AI-based antivirus solution that actively learns from real world threats instead of relying on outdated lists, and our next generation firewall, combined with three independent email and attachment scans, protects our communication from hackers and other malicious actors. Sensitive client data containing personally identifiable information is transferred via the same 256-bit SSL encryption that banks use. Firm staff is trained upon hire and again annually on the newest, best practices in internet security and tested monthly with various social engineering scenarios.

### Communication

Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines. We will communicate contemporaneously and directly with management and audit committees of the board regarding results of our procedures, and will anticipate and respond to any concerns of management and the committee.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements and expectations. We work collaboratively with management, boards and audit committees to develop a communication and work plan to continuously improve client service.

### Partner and Manager Availability

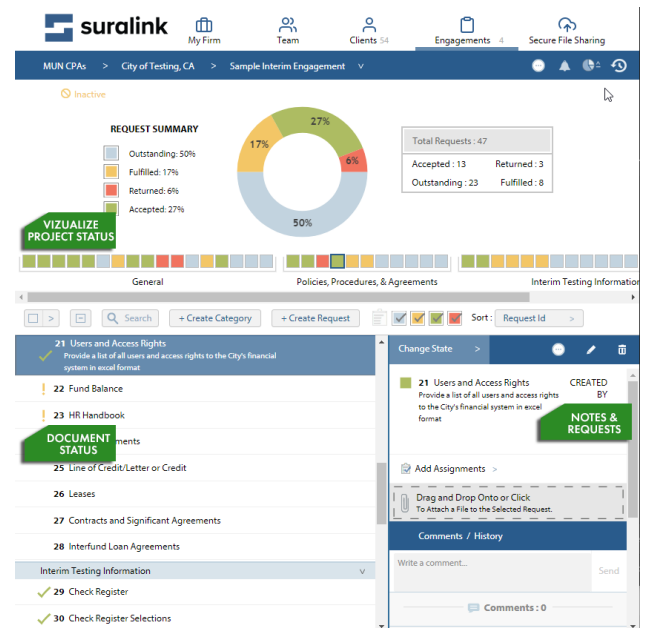
We believe your access to the partner and manager before, during and after the audit is important to the relationship between the District and our Firm. The partner and/or manager will be on-site during the audit in order to discuss issues with management of the District. We encourage our clients to call us throughout the year to discuss accounting matters as they arise. There are no additional charges for these routine phone calls.

We believe on-going communication throughout the entire audit will ensure that all aspects of the audit are thoroughly addressed. We encourage regular communications throughout the year, not just during fieldwork. As such, we do not anticipate any potential audit problems to arise during our engagement.

## USE OF TECHNOLOGY TO PERFORM OUR AUDITS

We leverage two systems that help us conduct audit procedures remotely while maintaining excellence in communication, document management, records retention, and workflow.

**SURALINK** -In order to improve audit efficiency, workflow management software plays an essential role between your South Placer Municipal Utility District and our engagement team. We employ a secure data file transfer system called **Suralink**. **Suralink's** dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible only by our engagement team working on your audit and the District’s employees who are granted access. You, as a client, no longer have to manually maintain a spreadsheet amongst several people only to repeat the process in a day or two. This not only makes the operation more cost- efficient, it enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The **Suralink** dashboard, as shown here, allows you to visualize the process of the document-request fulfilment.



With this innovative tool, clients can manage workflow through a centralized individual who can assign and delegate requests to other employees; track project activity by assigned individual, due date, and status with a user friendly, easy-to-use, dashboard interface; quickly view and monitor project progress with an at-a-glance report feature; and access how-to videos and training materials through the enhanced learning center.

**CaseWare and CaseView:** CaseWare is a highly flexible engagement software that facilitates real-time adjustments to your trial balance, resulting in simultaneous updates to your financial statements. It enables us to drill down from supporting audit schedules and documents to the underlying detailed accounts. We plan, perform, and review your entire engagement electronically, eliminating the use of paper.

**CaseView** is a powerful reporting module that helps review of financial statements, as well as any other customized work paper reports. It utilizes an interface that combines the appropriate features of Word and Excel into a single application that engages word processing features for formatting financial information. Some advantages of CaseWare and CaseView are as follows:

- **Automatic financial reports:** This refers to the ability to generate and print financial statements immediately. The numbers in the trial balance are mapped to financial statement tables and foot notes to provide robust and accurate financial statements and reports.
- **Automatic footnotes and other information:** This is the ability to format financial statement footnotes with variables (dates, amounts, etc.) that are automatically updated based upon the trial balances and appropriate work paper information.
- **Virtualization:** This provides a more consistent approach to financial statement design and a reduced risk of errors in the financial statement reports.



**Proposal to Provide Audit Services to the South Placer Municipal Utility District**

**FEE SCHEDULE**

In accordance with the Request for Proposal for Audit Services issued by the South Placer Municipal Utility District, we hereby submit the following Fee Schedule for the fiscal year ending year ending June 30, 2024 with the option to renew the contract for the fiscal years ending June 30, 2025 and June 30, 2026:

**Estimated Fees for Services**

Audit Service	6/30/2024	6/30/2025	6/30/2026
District Audit and Related Reports	\$23,500	\$23,500	\$23,500
Assist District in preparation of ACFR	Included	Included	Included
Single Audit, if required	4,000	4,000	4,000
State Controller's Report	2,500	2,500	2,500
Management Letter	Included	Included	Included
Routine Calls with Management	Included	Included	Included
Out-of-Pocket Expenses	Included	Included	Included
<b>TOTAL (NOT-TO-EXCEED)</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$30,000</b>

**Professional Fees for Additional Services:**

MUN CPAs may also furnish other accounting services, which may include advisory and system accounting services as requested by the South Placer Municipal Utility District. If the District requests additional services, either to supplement the services requested or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and MUN CPAs. Any such additional work agreed to between the District and MUN CPAs shall be performed at the standard hourly rates listed below.

Staff Level	Standard Hourly Rate
Partners	\$280
Managers	190
Senior Staff	165
Staff	135





## CLIENT REFERENCES

### XIV. ATTACHMENT 3: Client References

#### *Client References*

(MINIMUM OF **THREE** REFERENCES REQUIRED)

Client Name: South Tahoe Public Utility District  
Address: 1275 Meadow Crest Drive  
City, State, Zip: South Lake Tahoe, CA 96150  
Key Contact Name: Paul Hughes, Chief Financial Officer  
Contact Phone: 530-543-6211  
Contact Email: \_\_\_\_\_

Date Services were Provided: 2016 - Present  
Scope of Services Provided: District audit, ACFR assistance, Single audit, GANN Limit

Additional Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



XIV. ATTACHMENT 3: Client References

### ***Client References***

(MINIMUM OF **THREE** REFERENCES REQUIRED)

Client Name: Vallejo Flood and Wastewater District  
Address: 450 Ryder Street  
City, State, Zip: Vallejo, CA 94590  
Key Contact Name: Chas Fadrigio, Finance Manager  
Contact Phone: 707-644-2034  
Contact Email: \_\_\_\_\_

Date Services were Provided: 2019 - Present  
Scope of Services Provided: District audit, ACFR

Additional Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



XIV. ATTACHMENT 3: Client References

### *Client References*

(MINIMUM OF **THREE** REFERENCES REQUIRED)

Client Name: Ironhouse Sanitary District  
Address: 450 Walnut Meadows Dr.  
City, State, Zip: Oakley, CA 94561  
Key Contact Name: Chad Davisson, General Manager  
Contact Phone: 925-625-2279  
Contact Email: \_\_\_\_\_  
  
Date Services were Provided: 2008 - Present  
Scope of Services Provided: District audit, ACFR, State Controller's report

Additional Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



XIV. ATTACHMENT 3: Client References

### *Client References*

(MINIMUM OF **THREE** REFERENCES REQUIRED)

Client Name: Nevada Irrigation District  
Address: 1026 West Main Street  
City, State, Zip: Grass Valley, CA 95945  
Key Contact Name: Jennifer Hanson, General Manager  
Contact Phone: 530-273-6185  
Contact Email: \_\_\_\_\_

Date Services were  
Provided: District audit, ACFR, State Controller's report  
Scope of Services Provided: 2021 - Present

Additional Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## CONFLICTS OF INTEREST AND INDEPENDENCE

MUN CPAs is independent of South Placer Municipal Utility District as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* (latest edition).

MUN CPAs is independent of all associated agencies of South Placer Municipal Utility District, as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* (latest edition).

MUN CPAs has no conflicts of interest with the South Placer Municipal Utility District. If MUN CPAs shall enter into a professional relationship that would present a conflict of interest during the period of engagement with the District, a written notice will be presented to the District defining such conflict.



**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:** Emergency Designation and Emergency Authorization for  
Sewer Main K03-090 Emergency Replacement Project

**Meeting Date:** April 6, 2023

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**Background**

The District conducts recurring condition assessment on all gravity sewer mains on a four-year cycle using closed-caption television (CCTV) inspections. Results of the CCTV inspections dictate appropriate follow-up maintenance activities which are scheduled and completed.

The most recent CCTV inspection for sewer main K03-090, located in the parking lot of the commercial complex at 6628 Lonetree Blvd in Rocklin, indicated that the sewer main needed to be cleaned due to excessive grease discharge from the adjacent restaurant. However, during the cleaning operation, the nozzle of the cleaning unit became stuck. During efforts to retrieve the nozzle, District staff discovered that the bottom 2-inches of the 6-inch ductile iron pipe had corroded and was missing. Currently, sewage is leaking from the sewer main but being contained in the trench. Sewer that remains within the trench is not considered a spill, but if the sewer main remains in this failed condition, the situation could evolve into a nuisance that could be considered a violation of State Water Resources Control Board Order No. 2006-0003-DWQ.

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 the California Environmental Quality Act.

District staff explored options to rehabilitate the failed sewer main. Any type of trenchless rehabilitation (e.g., cured-in-place pipe or sliplining) requires that the sewer main first be properly cleaned. These options were ruled out since the prior attempt to clean the sewer main resulted in the cleaning equipment becoming stuck. It was determined that open cut excavation was the only means to effectively replace the failed sewer main. District staff are communicating with several local, qualified contractors to determine availability, approach, timeliness, and cost to complete the work. Staff will evaluate the proposals using the criteria listed above. Should the Board approve Resolution 23-10, 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.

The FY 2021/22 Budget contained a line item within Fund 400 for System Rehabilitation in the amount of \$350,000. This budgeted amount was originally intended for another sewer main replacement project. However, the timeline for that project will be pushed into the next fiscal year to allow for this project to proceed. The intent will be to budget for the originally planned sewer main replacement project in fiscal year 2023/2024.

### **Recommendation**

Staff recommends that the Board of Directors adopt Resolution 23-10 to:

1. Find 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. Find the Sewer Main K03-090 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 \$250,000 plus a 10% contingency (\$275,000 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**

Per the Construction Contract, the District will pay the actual costs for the removal and replacement of one hundred sixty feet of sewer main and one manhole. All construction work is required to meet the District’s standards and specifications. The project will be funded from Fund 400-T03-71405 – “System Rehabilitation / Capital Improvements Projects.”

Attachments:

1. Resolution No. 23-10 – Making Findings of an Emergency and Authorizing the General Manager to Enter into a Construction Contract not to exceed \$250,000 plus a 10% contingency (\$275,000 total).
2. Construction Contract

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT**  
**RESOLUTION NO. 23-10**  
**EMERGENCY DESIGNATION AND AUTHORIZATION TO ENTER INTO A**  
**CONSTRUCTION CONTRACT FOR THE SEWER MAIN K03-090 EMERGENCY**  
**REPLACEMENT PROJECT**

WHEREAS, South Placer Municipal Utility District (District) owns and operates the sewer facilities within the City of Rocklin (City), and

WHEREAS, the District discovered a failed sewer main during the course of routine condition assessment; and

WHEREAS, the failed sewer main represents a potential threat to public health, the environment, and constituents; and

WHEREAS, the District desires to replace the existing failed sewer main; and

WHEREAS, the FY 2022/23 Budget contained a line item within Fund 400 for System Rehabilitation in an amount of \$350,000; and

WHEREAS, the District is willing to accept the improvements in accordance with the provisions of the 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 sewer main replacement is necessary to respond to the emergency in accordance with Section 22050 of the Public Contract Code; and
2. Finds the Sewer Main K03-090 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 \$250,000 plus a 10% contingency (\$275,000 total).

PASSED AND ADOPTED at a Regular Meeting of the South Placer Municipal Utility District Board of Directors at Rocklin, CA this 6<sup>th</sup> day of April 2023.

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

James T. Williams, President of the Board of Directors

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

Emilie Costan, Board Secretary

**CONTRACT FOR SERVICES**

**SPMUD – SEWER MAIN K03-090 EMERGENCY REPLACEMENT PROJECT**

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

**WITNESSETH:**

WHEREAS, the District desires to replace sewer main K03-090 located at 6628 Lonetree Blvd in Rocklin, 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	Lead Inspector	(916) 872-3060

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:

Carie Huff                      Project Manager  
Phone:                            (916) 786-8555  
FAX:                                (916) 786-8553  
E-mail:                            chuff@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 necessitates the bypass of live sewer lines. 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: April 6, 2023  
Subject: General Manager Monthly Activity Report March 2023

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**1) DEPARTMENT REPORTS**

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

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

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

**2) INFORMATION ITEMS**

- A. On March 1, 2023, President Williams, Vice President Durfee, and Directors Dickinson and Mitchell joined the General Manager in attending the Joint Chambers of Commerce Governmental Affairs meeting to hear Rocklin Police Chief, Rustin Banks, Placer County Undersheriff, Shane Wright, and Placer County District Attorney, Morgan Gire, participate in a roundtable discussion concerning law enforcement in Placer County.
- B. On March 9, 2023, the General Manager met with the District Engineer, Carie Huff and District Superintendent, Eric Nielsen for a follow-up discussion of the Newcastle Mobile Home Park development proposal.
- C. Also on March 9, the General Manager, the Administrative Services Manager, Emilie Costan, the District Engineer, Carie Huff, and District Superintendent, Eric Nielsen, participated in a Zoom meeting with IB Consulting to discuss the preliminary findings of the Participation Fee Study.
- D. On Mar 15, 2023, the General Manager conducted a Zoom Meeting with the District General Counsel to discuss: 1) PCWA Agreement Signature Page (sign in blue ink and return); 2) Sierra Gateway Agreement and Charges; 3) Granite Terrace Aqua Sierra 20-Day Preliminary Notice and Letter Calling Bonds; and 4) Labor Negotiations - Gage Dungy Contract and Closed Session.
- E. On March 30, 2023, CPS HR conducted a District All-hands Zoom meeting to review the rescission of the practice of buyback of State Disability and Paid Family Leave through California’s Employment Development Department. Employees also attended a presentation “Communication Skills for the Workplace” and received updates from the General Manager on the current rate and fee proceedings and building updates.

F. Advisory Committee Meetings:

- i. On March 1, 2023, the Infrastructure Advisory Committee met with District staff to discuss: 1) an update on the progress of the Newcastle Master Plan; 2) the Districts cooperative project with PCWA to replace the sewer in Old State Highway; 3) the modeling effort in the Newcastle service area; 4) the sewer trunk extension along Del Rio Court and Del Mar Avenue in the City of Rocklin; 5) upcoming projects including the replacement of the creek crossing and bridge to connect the trails in Johnson Springview Park to the Sunset Whitney Recreation Area, replacement of the sewer behind the Jack-in-the-Box on Rocklin Road and the Taylor Road Lift Station Improvements.
- ii. On March 22, 2023, the Fee and Finance Advisory Committee met with District Staff to hear discuss 1) the California CLASS Investment Pool; 2) the Preliminary Findings of the Participation Fee Study; 3) the Auditing Services Contract; and 4) the new Bill Design.
- iii. On March 27, 2023, the Personnel Advisory Committee met to discuss: 1) the preliminary findings of the Compensation and Classification Study; 2) the Closed Session with the Labor Negotiator; and 3) rescission of the buyback of State Disability and Paid Family Leave through California’s Employment Development Department.

There were no other advisory committee meetings in March.

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

<b>PO Req#</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
312	03/02/2023	Precision Earthworks	Lateral Replacement in Newcastle	\$ 12,978
313	03/02/2023	CA Surveying & Drafting	Trimble Replacement	\$ 15,456.47
314	03/06/2023	Dataprose	Prop 218 Mailer	\$ 17,170.20
315	03/15/2023	Arrow Fence	Gate at 5361 Saunders, Loomis	\$ 16,900
316	03/21/2023	PG&E	Relocate Electrical Equip for Corp Yard Project	\$ 9,411.61
317	03/22/2023	Boudin Jones LLP	Labor Negotiations	\$ 9,900
318	03/22/2023	Global Equipment Co	16 Training Tables	\$ 7,441.04
320	03/22/2023	Tyler Technologies	Annual Fee and Maintenance	\$ 43,213.53
321	03/28/2023	Water Works Engineers	On-call Structural Engineering Plan Check	\$4,500

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

##### May 2023

- Quarterly Investment Report
- Investment Strategy for FY2023/24
- Conduct Public Hearing on Rate Increase, 1<sup>st</sup> Reading of Ordinance 23-01
- Conduct Public Hearing on adoption of new Participation Fee, 1st Reading of Ordinance 23-02
- Approve Fleet Services Contract
- Short List of Engineering Consultants
- Standard Update

##### June 2023

- Conduct Public Hearing on Rate Increase, 2nd Reading, & Approval of Ordinance 23-01
- Conduct Public Hearing on adoption of new Participation Fee, 2nd Reading, and Approval of Ordinance 23-02
- FY 2023/24 Budget Workshop
- Adopt FY 2023/24 Fee Schedule, Schedule of Values, and Fines
- Delinquent Account Assignment
- Approve New MOU for Employees and Managers & Classification Study Findings
- SDRMA Ballot

##### July 2023

- Approve FY 2023/24 Budget
- Award Cured-in-Place Pipe Lining Project Contract
- Presentation Industrial Pre-Treatment Program
- Report on SPWA Meeting

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  
Board Date: April 6, 2023

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**California CLASS**

The Fee & Finance Committee meet on March 22, 2023, and heard a presentation from Rick Wood with the California Special Districts Association on California Class a Joint Powers Authority (JPA) Investment Pool for California Public Agencies. The Fee and Finance Committee recommended that the District open an account with CA Class and deposit \$5 Million in funds previously held in the CalTRUST Medium Term Fund. The funds were deposited into a Prime Fund account with CA Class which currently has a 30-Day Yield of 4.7083 percent.

**Automated Pay by Phone System**

The District has implemented an automated pay by phone system where customers can call to make a payment or hear real-time account balances, payment amounts, and due dates. The phone system is available to customers 24 hours a day, 365 days a year.

**Merchant Services Transition**

The District transitioned to a new credit card processing company that will continue to integrate with Tyler Incode and provide secure and compliant financial transactions for District customers.

**Proposition 218 Notices**

On March 8, 2023, the District sent 23,271 Proposition 218 notices to property owners. Administrative Services Staff has been responding to inquiries from property owners.

**Commercial Account Updates**

Administrative Services Staff have been updating the business types in Tyler to provide consistency and improve the reporting and classification of commercial properties.

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

**DEPOSITS, TRANSFERS, OR WITHDRAWALS**

CalTRUST: Withdrawal of \$5M from Medium Term Fund  
CA CLASS: Deposit of \$5M  
LAIF: None  
Placer County: None  
Five Star MM: Deposit of \$1M from Cash

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:** April 6, 2023

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**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 phase of the project, which includes the tenant improvements to the maintenance building began in January 2023.
  - b. The items from the final punch list for the training room/break room are being completed before it receives a temporary certificate of occupancy.
  - c. The current schedule shows substantial completion of the project by July 2023.
  
- 2. Supervisory Control and Data Acquisition (SCADA) Update**
  - a. Staff from Carollo Engineers and the District conducted brief condition assessments at each lift station and flow recorder site. Multiple workshops were also held with Carollo Engineers and staff members over the last month on cybersecurity, and a standards/technology review. That concluded the workshop portion of the project. Carollo Engineers will now begin the engineering design portion of the project. It appears at this point that the project is ahead of schedule.
  
- 3. Sanitary Sewer Systems General Order Reissuance**
  - a. The Proposed Statewide Sanitary Sewer Systems General Order Reissuance was adopted by the State Water Resources Control Board on December 6, 2022. The effective date of the revised order is June 4, 2023.
  - b. Staff is in the process of updating its Spill Emergency Response Plan to comply with the new requirements.
  
- 4. Leadership Rocklin**
  - a. The District Superintendent is participating in the Leadership Rocklin program facilitated by the Rocklin Chamber of Commerce. The eighth session on health and human services was held on March 16, 2023. The group learned from representatives from local hospitals, government entities addressing homelessness, the Placer County Public Health Officer, and non-profit organizations serving vulnerable populations in our community.

## Reporting

This section provides the Board an overview of the Field Services Department operations and maintenance activities through 2/28/2023. The work listed is not all inclusive.

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

- a. Zero (0)
  - i. 2373 days without a Lost Time Accident/Injury

### 2. Safety/Training/Professional Development

- a. Field Services employees participated in training for the following:
  - i. Confined Space Entry
  - ii. Combustible Dust
  - iii. Hydraulic System Safety
  - iv. Medication Safety

### 3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate
During Business Hours	< 30 minutes	18 min	97%
During Non-Business Hours	< 60 minutes	45 min	

### Service Calls - February

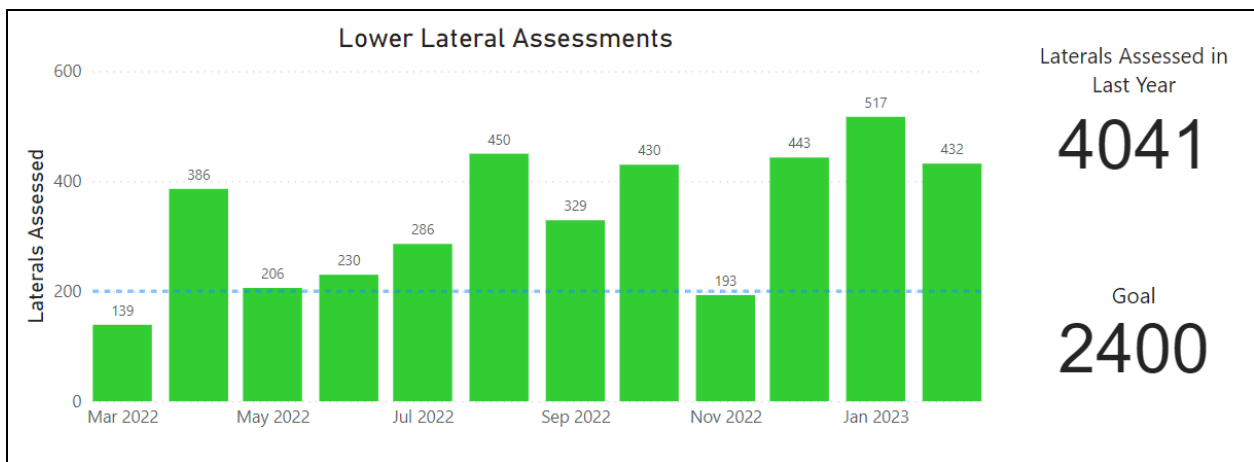
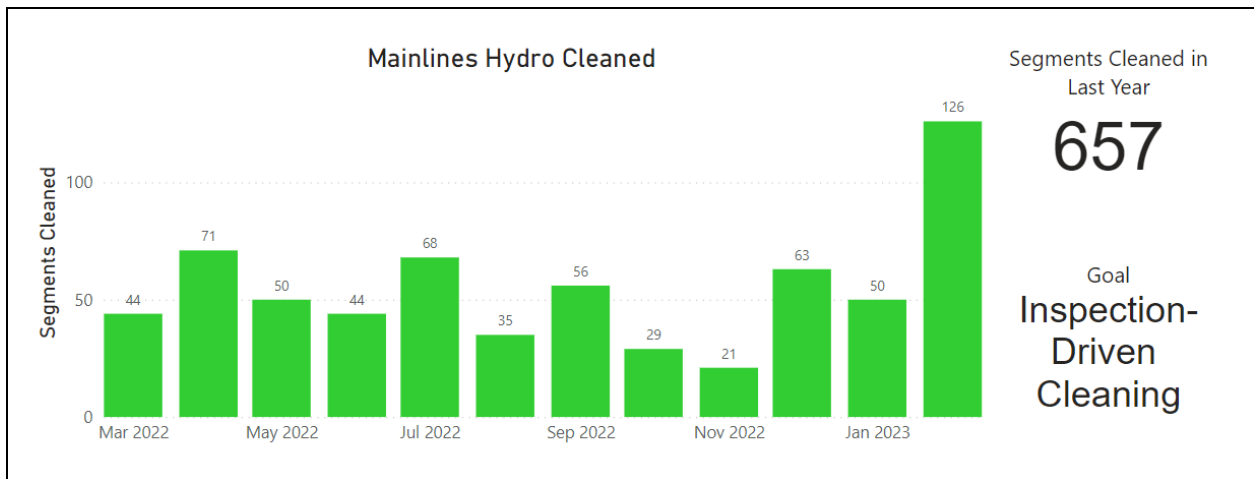
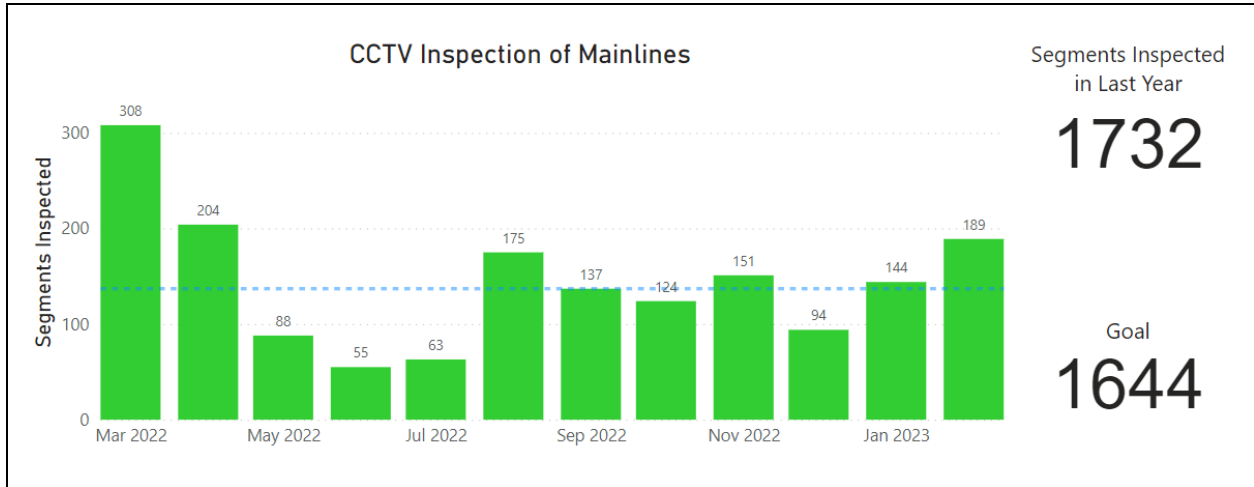
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
SPMUD Responsibility	3	2	1	2			1
Owner Responsibility		1					1
N/A			1				
<b>Total</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>2</b>			<b>2</b>

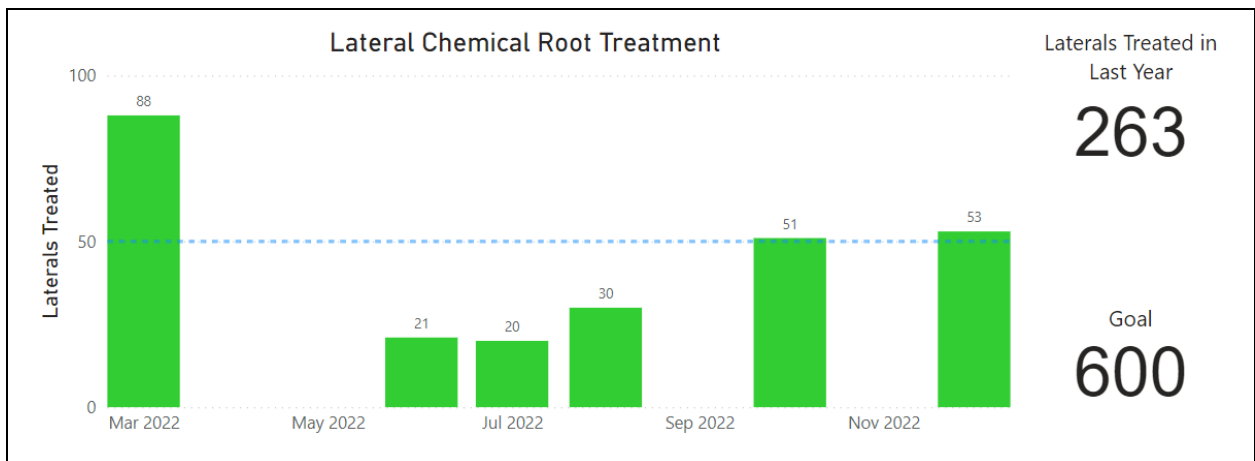
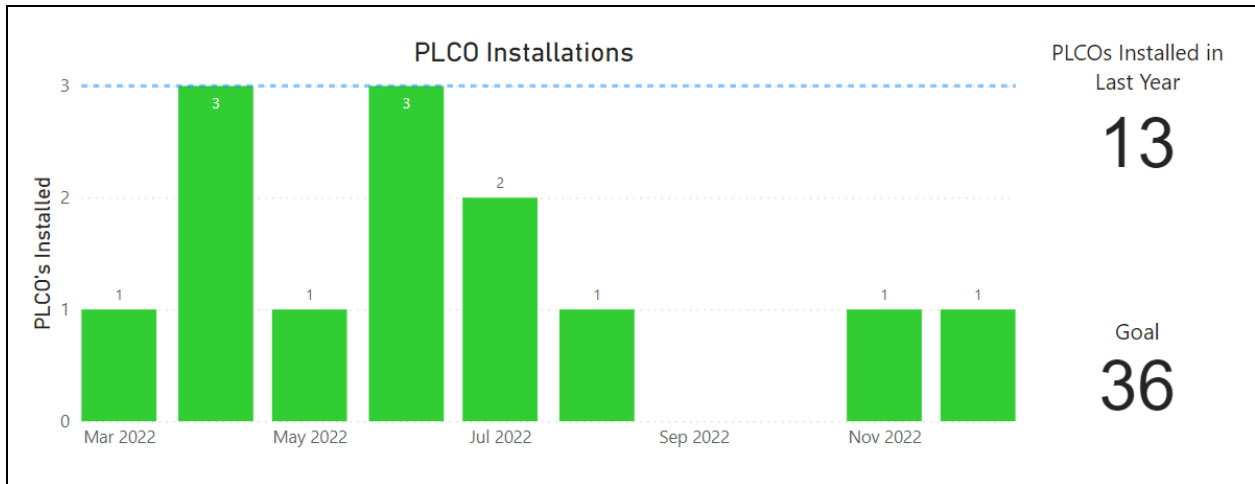
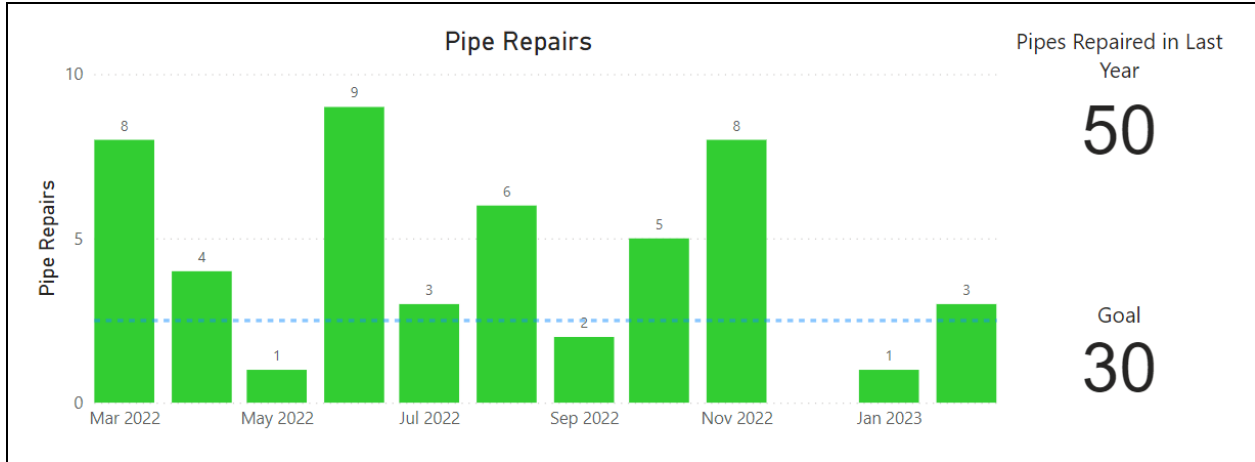
Total Service Calls

**12**

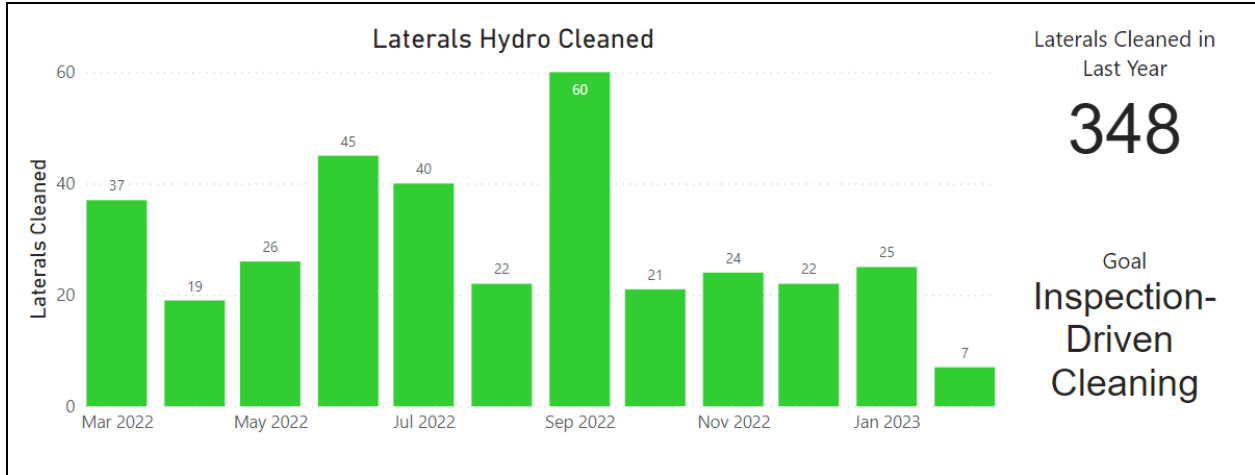
#### 4. Production

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









Item 7.2.3

ITEM VII. TSD REPORT

To: Board of Directors  
From: Carie Huff, District Engineer  
Cc: Herb Niederberger, General Manager  
Subject: Technical Services Department Monthly Report  
Board Date: April 6, 2023

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**TSD Updates:**

- ❖ The District Engineer and TSD staff attended the Employee Engagement Committee (EEC) meeting on February 22<sup>nd</sup>. The EEC discussed example charters from other agencies to generate the District's mission statement and charter. Members of the EEC also created a SharePoint site available to all employees that will include committee information. Members of the EEC anticipate presenting an update to the Board in the coming months.
- ❖ The District Engineer participated in an Infrastructure Advisory Sub-Committee meeting on March 1<sup>st</sup>. Topics included:
  - PCWA Design and Construction Cooperation and Reimbursement Agreement.
  - Newcastle As-Built Modeling
  - Del Rio/Del Mar Sewer Extension
  - Johnson Springview/Sunset Whitney Creek Crossing
  - Jack in the Box Line Relocation
  - Taylor Road Lift Station Improvements
- ❖ TSD attended a virtual meeting on March 7<sup>th</sup> with the Central Valley Regional Water Quality Control Board and project stakeholders regarding Senate Bill 1215 and funding opportunities for the potential wastewater consolidation of the Castle City Mobile Home Park in Newcastle. Additional information will be presented to the Board at a future meeting.
- ❖ TSD completed the annual Underground Service Alert (USA) training on March 7<sup>th</sup>.
- ❖ The District Engineer attended the Cybersecurity SCADA workshop on March 8<sup>th</sup>.
- ❖ Both the District and the City of Rocklin received a Request for Information from the Labor Commissioner of the State of California regarding the emergency work completed by Glissman Excavating on El Don Drive in Rocklin. The District responded with all relevant information within the requested time period.
- ❖ TSD staff coordinated testing with the City of Roseville to ascertain the wastewater characteristics (pH and amount of oil and grease) at Lucille's in Rocklin due to the structural damage observed in the sewer line.
- ❖ The District Engineer attended the Fee and Finance Advisory Committee meeting on March 22<sup>nd</sup>.

- ❖ District staff met with the design engineers for the Granite Terrace lift station on March 23<sup>rd</sup> to initiate a punch list. These findings will be shared with the contractor once complete. Deficiencies exist in the lift station building and onsite improvements. These deficiencies will be required to be corrected prior to District acceptance. The project is still several months out until completion.
- ❖ TSD purchased new 2022 imagery for use on web maps and tablets.
- ❖ TSD inspectors have completed three of the four commercial audit areas.
- ❖ 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.

### **Request for Qualifications for Professional Services**

The District Engineer released a Request for Qualifications on March 17<sup>th</sup> to provide on-call/as-needed professional services for:

1. Civil Engineering Plan Check
2. Civil Engineering Design & Project Management
3. Survey Services
4. Environmental Review Services

The Statement of Qualifications is due on April 14<sup>th</sup> and the proposed shortlist will be brought to the Board in May.

### **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. TSD met with the City of Rocklin to review proposed change orders. Several change orders have been rejected and others are being checked against contract requirements including Change Order 1 for a lateral size upgrade (\$1,333) and slurry backfill over the sewer pipe (\$2,994) for a total of \$4,327. The change orders will be presented at a future board meeting once finalized.

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

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

### **PCWA / Newcastle Construction Cooperation Project**

The District Engineer is coordinating signatures on the Design and Construction Cooperation Agreement with PCWA to remove and replace existing sewer infrastructure. TSD staff assisted the project surveyor with facility access to ensure accurate information is included in the project design.

### **Easement Acquisition**

The District has contracted with Arrow Fence to construct the gate at the recently acquired easement at 5361 Saunders Avenue in Loomis. District staff will be coordinating with the fence company and the property owner for installation once the materials arrive. Once the gate is constructed, the District will submit the tree permit to the Town of Loomis. Paving of the access road is anticipated in fiscal year 2023/2024.

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

Burrell Consulting Group is nearly complete with the geographic descriptions of the properties currently served through out of area service agreements. They are waiting for additional information from the railroad to complete one of the descriptions. These geographic descriptions will be included in the annexation application to LAFCO. Additional information will be provided at a future board meeting as the application to LAFCO is refined.

The District Engineer met with LAFCO regarding the Scope of Services for a Municipal Service Review (MSR) and Sphere of Influence study. LAFCO anticipates issuing the request for proposals this fiscal year.

### **FOG Program**

The District's FOG Inspector completed three core samples of outdoor grease control devices (GCD's) and two core samples of indoor GCD's in the month of February. Several of these inspections necessitated the need for a reinspection due to excessive levels of FOG and solids. When a GCD is discovered to be out of compliance due to accumulated FOG and solids, the District requires the GCD to be fully pumped out and cleaned as soon as possible. In most cases, the District FOG Inspector will require the pump out and cleaning to be scheduled and coordinated with the District to ensure proper inspection of the internal components/appurtenances of the GCD. If a GCD is neglected for too long or is inundated with FOG, the environment inside of the unit becomes corrosive which damages the internal components and leads to failure of the GCD. Of the five core samples, two were in violation of the Sewer Code and Warning of Non-Compliance letters were sent and delivered to each establishment. Both of these Warning of Non-Compliance letters addressed damage and corrosion of the internal components, with one GCD requiring full replacement as its condition was beyond repair. The other GCD will be repaired under District inspection.

In addition, TSD has implemented a new process for Tenant Improvements (TI's) for Food Service Establishments (FSE). Once the District receives a TI application for an FSE, a pre-design meeting is scheduled with District inspectors. A pre-design meeting allows the District inspectors to meet with the design team, FSE owners and/or property owners. The intent of this meeting is to identify any unique challenges, assess existing facilities and provide guidance for proper design of a grease waste system. Since implementing this process, the District has been able to speed up the review of TI's, as well as mitigate issues during construction. So far, the feedback from applicants has been very positive.

Finally, one new hydromechanical unit was installed and inspected in February at the new Pizza Factory location on Blue Oaks Boulevard.

### **Industrial Pretreatment**

TSD met with the City of Roseville's Industrial Pretreatment team to discuss updates and details of the City's program as well as outline their plans for 2023. The City and the District will partner on two studies to be conducted within the District's boundaries. The first study will be a brewery study to evaluate the discharges associated with craft beer processes. The second study will focus on the effluent discharge from commercial vehicular wash racks (car washes). The District will be meeting with the City of Roseville in the coming weeks to discuss specifics and implementation of the studies.

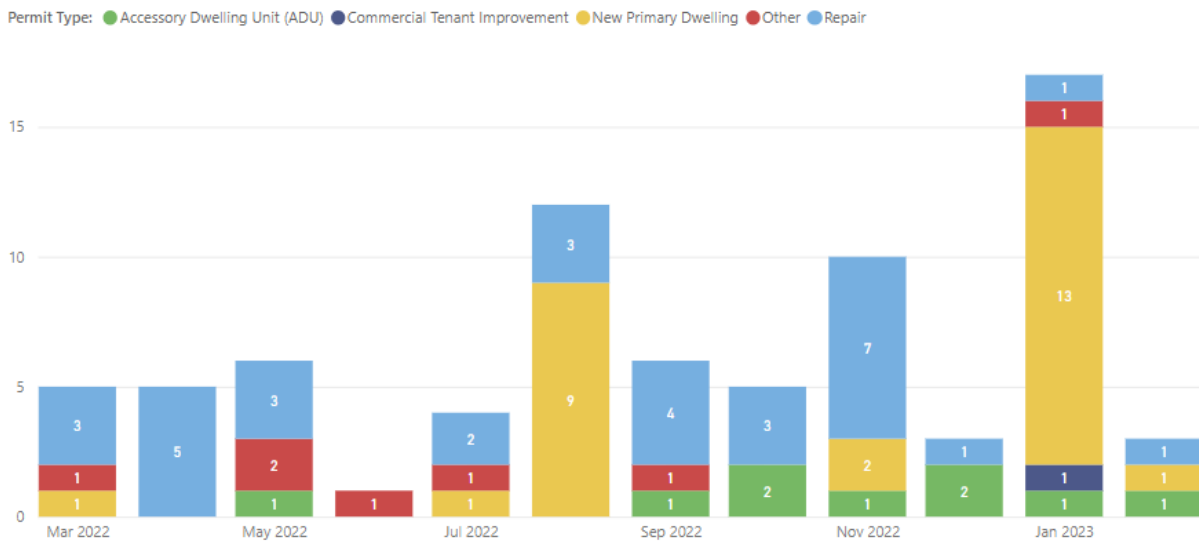
District Inspectors began assessing mechanic/service shops and carwashes to collect information about existing sand oil separators. During this review, several sand oil interceptors were identified that were previously unknown to the District. These sand oil separators have been compiled into a

list and will be scheduled for data collection as a part of the District’s GIS program. After the sand oil separators have been mapped, the intent is to implement an inspection process via the District’s CMMS. TSD is in the process of preparing handouts, fact sheets and pertinent information on the District’s Industrial Pretreatment Program ahead of meeting with businesses who own sand oil separators.

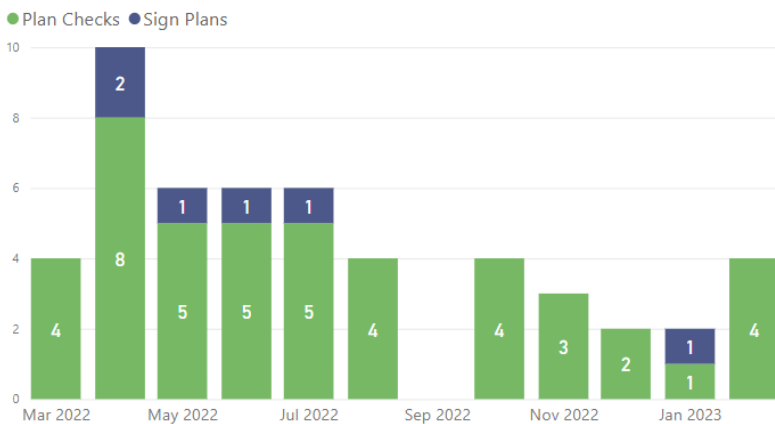
### Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of February 28<sup>th</sup>, 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.

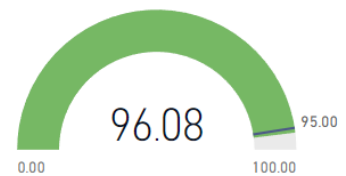
Sewer Permits - Completed - Monthly Totals



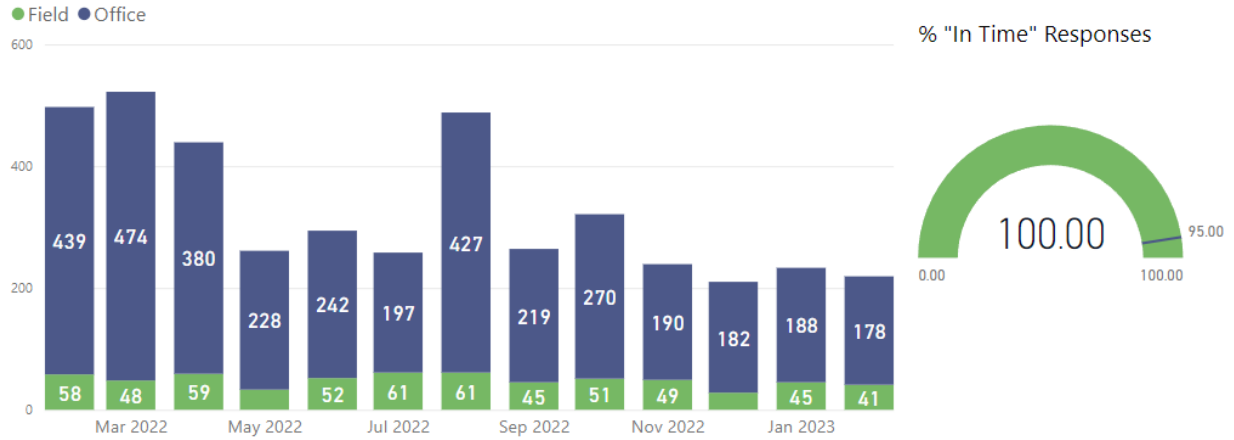
Plan Checks Completed - Monthly Totals



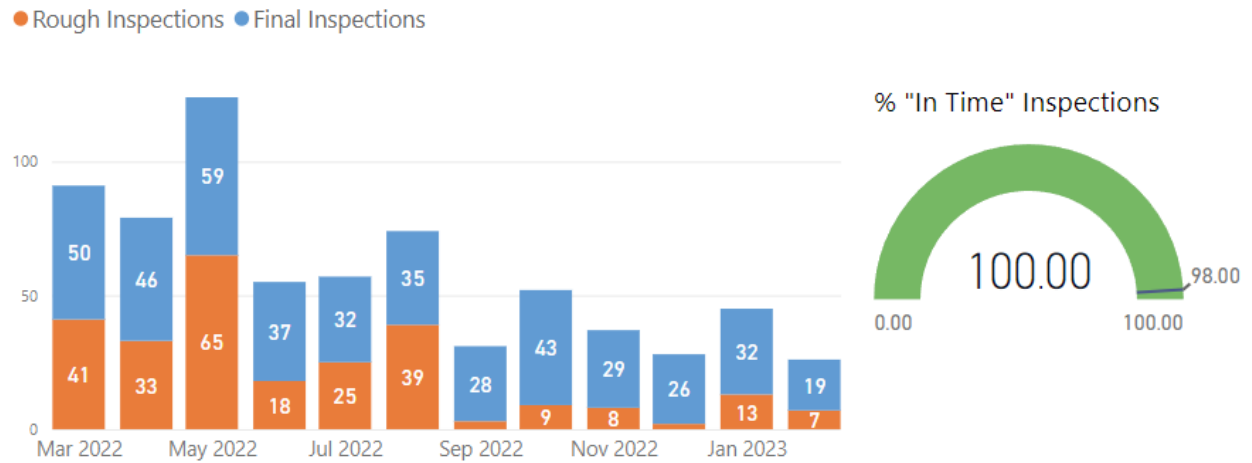
% "In Time" Plan Checks



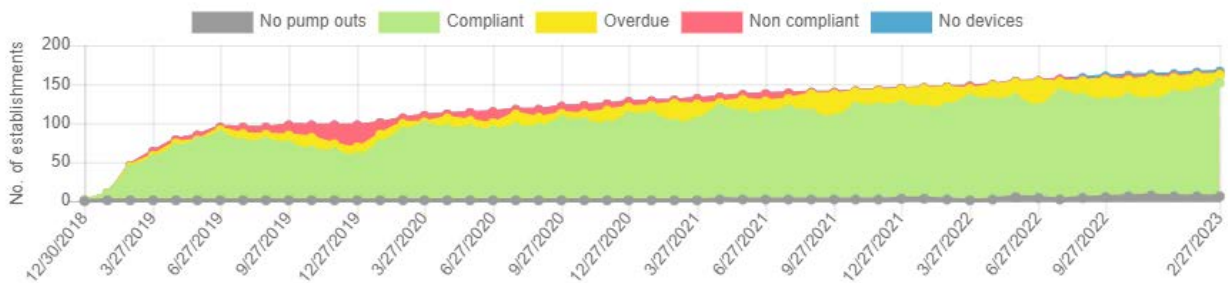
### 811 Responses - Monthly Totals



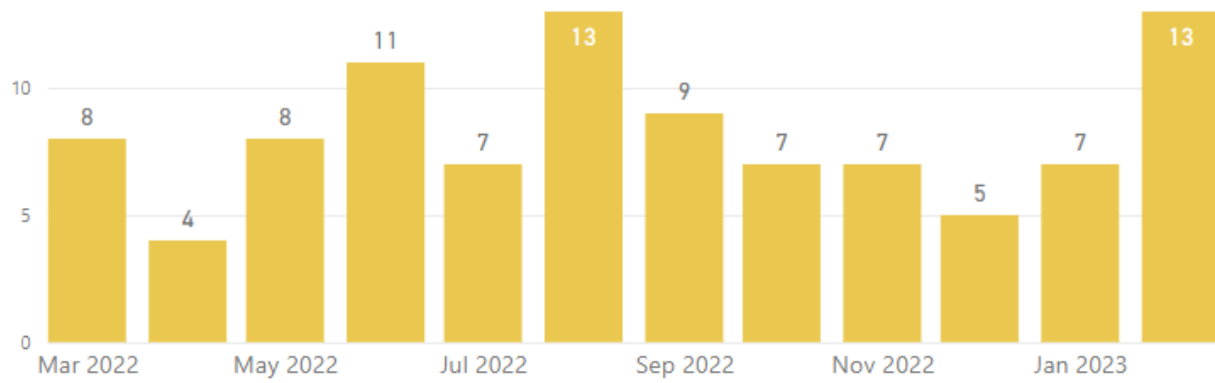
### Building Sewer Inspections - Monthly Totals



### FOG Compliance History



## FOG Pickups - Monthly Totals



## Grease Interceptor Inspections

Template ● GGI Core Sample Inspection - ... ● GGI Pump Out/Cleaning I... ● HGI Core Sample Ins... ● HGI Core Sample I...

