



**SPMUD BOARD OF DIRECTORS
REGULAR MEETING: 4:30 PM**

March 4, 2021

Zoom Meeting: 1 (669) 900-9128

Meeting ID: 878 9998 9266

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 web site (www.spmud.ca.gov) and posted in the District's outdoor bulletin board at the SPMUD Headquarters at the above address. Meeting facilities are accessible to persons with disabilities. Requests for other considerations should be made through the District Headquarters at (916)786-8555.

Pursuant to the Governor's Executive Order N-29-20, issued March 17, 2020, the March 4, 2021 meeting of the SPMUD Board of Directors will occur via teleconference using Zoom Meeting 1 (669) 900-9128, <https://us02web.zoom.us/j/87899989266>. Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

CLOSED SESSION SPECIAL MEETING AGENDA – 3:45 PM

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

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

III. CLOSED SESSION PUBLIC COMMENTS

Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

IV. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4)

Number of matters: 1

V. ADJOURN CLOSED SESSION

OPEN SESSION AGENDA – 4:30 PM

I. CALL MEETING TO ORDER

II. ROLL CALL OF DIRECTORS

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

III. PLEDGE OF ALLEGIANCE

IV. CONSENT ITEMS

[pg 4 to 15]

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 March 4, 2021 meeting.

1. MINUTES from the February 4, 2021 Regular Meeting. [pg 4 to 8]
2. ACCOUNTS PAYABLE in the amount of \$576,591 through February 22, 2021. [pg 9 to 13]
3. CREDIT CARD TRANSACTION POLICY [pg 14 to 15]

V. 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 emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

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. **RESOLUTION 21-07 AWARD OF CONSTRUCTION CONTRACT FOR NEWCASTLE SEWER SYSTEM REPAIRS 2021 PROJECT** [pg 16 to 51]

Staff will report to the Board on the contract for the construction of the Newcastle Sewer System Repairs 2021 Project.

Action Requested: Roll Call Vote

Staff recommends that the Board of Directors adopt Resolution 21-07, authorizing the General Manager to:

- 1. Award a contract for services to Caggiano General Engineering, Inc. to construct the Newcastle Sewer System Repairs 2021 Project in the amount of \$123,580.00;**
- 2. Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount.**

2. INTRANET DEMONSTRATION

Staff will provide a demonstration of the new intranet site used internally to share information and easily obtain access to pertinent resources.

No Action Requested: Informational Item

3. COVID-19 PANDEMIC ILLNESS

[pg 54 to 56]

Staff will provide an update of District operations in response to the COVID-19 Outbreak.

Action Requested: Board Discussion

VII. REPORTS

[pg 57 to 66]

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

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

VIII. ADDITIONAL PUBLIC COMMENTS

Public comments can be emailed to ecostan@spmud.ca.gov from the time the agenda is posted until the matter is heard at the meeting. Comments should be kept to 250 words or less.

IX. ADJOURNMENT

If there is no other Board business the President will adjourn the meeting to its next regular meeting on **April 1, 2021 at 4:30 p.m.**

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

Meeting	Location	Date	Time
Regular	Zoom Meeting	February 4, 2021	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 Dickinson presiding at 4:30 p.m.

II. ROLL CALL OF DIRECTORS:

Present: President Will Dickinson, Vice President Jerry Mitchell, Director John Murdock, Director James Durfee, Director Jim Williams

Absent: None

Vacant: None

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

III. PLEDGE OF ALLEGIANCE: Director Murdock led the Pledge of Allegiance.

IV. CONSENT ITEMS:

1. MINUTES from the January 7, 2021 Regular Meeting.
2. ACCOUNTS PAYABLE in the amount of \$2,253,548 through January 25, 2021.
3. QUARTERLY INVESTMENT REPORT in the total amount of \$62,330,074 through December 31, 2020.
4. RESOLUTION 21-02 AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A UTILITY AGREEMENT with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project.
5. RESOLUTION 21-03 AUTHORIZING THE GENERAL MANAGER TO PURCHASE A CCTV VAN AND EQUIPMENT from Downtown Ford and U-Rock Utility Equipment, respectively, in the amount of \$170,461.88.
6. RESOLUTION 21-04 AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT FOR UNIFORM RENTAL AND FACILITY SERVICES with Cintas Corporation for an amount not to exceed \$75,000.00.
7. COVID-19 PANDEMIC UPDATE.

Director Murdock asked that Consent Item #4 be pulled for additional discussion.

Director Williams made a motion to approve consent items #1 thru #3 and #5 thru #7; a second was made by Director Durfee; a roll call vote was taken, and the motion carried 5-0.

DE Huff gave a brief presentation on the cooperative agreement with the City of Rocklin for the Rocklin Road and Pacific Street Roundabout Project. She shared that the location was chosen by the City of Rocklin. The District's infrastructure located in the project area was constructed in 1958 and requires routine maintenance. In order to capitalize on the project, the City has been working on an agreement with the District that meets the needs of both agencies. The agreement is a standard agreement that is used when federal funds are involved.

Director Murdock asked about added costs to the District from work performed by the City of Rocklin. DE Huff shared that federal funding cannot be used to pay for or adjust utilities. All lines in the project area will be removed and replaced and bypass is involved in the construction. Director Murdock asked about issues with granite or other obstacles and the estimated budget. DE Huff shared that the majority of the pipe is being placed in the same location and the actual footprint is being reduced. The project has a 10% contingency, and staff is hopeful that the bids will be competitive. Director Durfee asked about blanket authorization for change orders. GC Brown shared that the General Manager is able to approve change orders within his authority; however, the practice has been to bring all changes orders exceeding the 10% contingency back to the Board for construction projects. Vice President Mitchell asked about the potential for cost overruns and whether this project was included in the budget. DE Huff shared that there are sufficient funds at midyear to adequately cover the project expenses. Director Williams asked if the City of Rocklin will be providing traffic control. DE Huff shared that this is one of the benefits of the cooperative agreement; the District gets replacement pipe without expenses such as repaving and traffic control.

Director Williams made a motion to approve consent item #4; a second was made by Director Murdock; a roll call vote was taken, and the motion carried 5-0.

V. PUBLIC COMMENTS:

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

VI. BOARD BUSINESS

1. RESOLUTION 21-05 AMENDING RESOLUTION 20-22, AND APPROVAL OF MID-YEAR ADJUSTMENTS TO THE FISCAL YEAR 20/21 BUDGET

ASM Costan presented the proposed mid-year budget adjustments. The adjustments include an increase to the revenue budget of \$827,100 due to development related revenues that exceeded projections and the sale of surplus equipment. The adjustments also include a decrease to the General Fund Expenditure budget by \$221,938. These changes include an increase in Utility Billing and Banking Expense due to continued rise in credit card usage and an increase in Water Treatment Plant Rehab and Replacement expenses that is offset by a reduction in the Treatment Plant Maintenance and Operations expenses. Election Expenses, Professional Services, and Regulatory Fees are being decreased to align with actual and projected expenses. Additionally,

ASM Costan shared that the one-time \$3M CEPPT funding budgeted for in the current year has already earned a 9% return.

Director Williams asked whether the District's CEPPT fund could lose value. ASM Costan shared that while the fund may be able to lose market value, like other government investment vehicles, the fund has a primary goal of preservation of capital. President Dickinson asked why there was such a large change in the Regional Wastewater Treatment Plant costs. ASM Costan shared that the expenses in the budget were projections based on prior years and anticipated projects. The billing invoice was received from the City of Roseville in August. President Dickinson also asked why the Operations and Maintenance costs went down this year compared to last year. ASM Costan shared that she would provide this answer at the next Board meeting.

ASM Costan shared the adjustments to decrease the Capital Improvement budget by \$1,763,300. The changes include an increase for the purchase of an additional lateral camera and the final Rocklin 60 Phase 3 Reimbursement payment. The Los Flores Mainline Replacement, System Improvements, Newcastle Master Plan Improvements, Easement Inspection Equipment, and Corporation Yard Improvement budgets will all be decreased with the costs carried over to next fiscal year. ASM Costan shared that the total project costs for the Corporation Yard Improvements are projected to be \$3.32M.

Director Durfee made a motion to adopt Resolution 21-05 authorizing the proposed adjustments to the FY20/21 Budget; a second was made by Director Murdock; a roll call vote was taken, and the motion carried 5-0.

2. RESOLUTION 21-06 REVISING POLICIES #3140 CHECK PROCESSING POLICY, #3170 CREDIT CARD TRANSACTION CHARGES POLICY, AND #3310 RECORDS RETENTION POLICY

ASM Costan provided an overview of the three proposed policy revisions. The Check Processing Policy revision adds the District Engineer as a signatory, clarifies when the General Manager is required to sign checks, and adds language on invoice approval. The Credit Card Transaction Charges Policy applies a 2.5% convenience fee when a credit card or debit card is used to pay fees other than the monthly service charge. ASM Costan shared that the average cost to process a single credit card transaction on the current \$12,396 connection fee is \$310, and credit card usage for larger development fee transactions has been increasing. Placer County, the City of Roseville, and many other government agencies currently charge a convenience fee on credit card usage.

Director Murdock asked what percentage the other government agencies are charging. ASM Costan shared that the City of Roseville is charging 2.45%, Placer County is charging 2.25%, and the DMV is charging 2.1%. An agency that processes more transactions will likely receive a better rate from the credit card processing merchant. The District's average cost is 2.5%. Director Mitchell clarified that this fee would only apply to the reoccurring monthly charges. President Dickinson commented that the justification section on page 2 of the policy does not include a justification for the convenience fee, only a justification for why the fee is not charged on reoccurring monthly charges. GC Brown suggested adding language that the purpose of the

transaction fee is to reimburse the District for out-of-pocket costs in processing of credit card transactions. Vice President Mitchell expressed support for adding the language proposed by GC Brown. GC Brown recommended including the policy as an informational item in next month's meeting.

ASM Costan shared the final policy revision. The revision to the Records Retention policy makes Laserfiche the official repository for the storage of District records so that records that have been scanned and stored in Laserfiche can be destroyed. The policy also defines a destruction and legal hold process and adds a more detailed retention schedule. Director Williams asked if the Record Retention Policy is a requirement based on state law. ASM Costan shared that the records policy provides protection to the District from litigation and potential fines. GC Brown shared that he reviewed the Records Retention policy. The policy is governed by state law in the CA Government Code and the MUD Act. Vice President Mitchell shared that the policy includes a form that documents the records that were destroyed and the authorization for the destruction of the records.

Director Williams made a motion to adopt Resolution 21-06 revising policies 3140, 3170, and 3310 with the proposed amendment to policy 3170 the Credit Card Transaction Policy; a second was made by Director Murdock; a roll call vote was taken, and the motion carried 5-0.

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

Director Williams provided a brief update on the recent actions and activities of the SPWA Board which included his appointment to Vice Chair, informational items on financials and investments, approval of capital improvements projects to evaluate the capacity at the Dry Creek Wastewater Treatment Plant (WWTP) and improvements to the the Old Auburn Boulevard trunk sewer and lift station, and the expansion of the SPWA service area to include Amoruso Ranch. Vice President Mitchell asked if there was a status update on the structure being built to recapture gases to power the garage trucks in Roseville. Director Williams shared that the project was on schedule, and that he asked to participate in a tour of the facility. President Dickinson asked for the purpose of the Dry Creek WWTP evaluation. Director Williams shared there was feedback that capacity may need to be increased at the plant due to the saturation of the sewage. Director Williams shared that the Committee also authorized the use of the BOLD program for financing developer fees. Developers can work with the City to use BOLD as a tool for affordable housing. DS Nielsen shared that this program is similar to the SCIP program. The SCIP program is specifically for financing development fees while the BOLD programs can be used for development fees and the cost of building infrastructure.

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:

Director Williams asked how the meetings with the property owners in Newcastle went. DS Nielsen shared that the District was able to meet with both of the property owners and exchange

information on the properties and goals. Vice President Mitchell asked about the LIL program. ASM Costan shared that this the Low-Income Rate Assistance Program where residents can get a \$5 a month discount on their monthly sewer bill if they are enrolled in PG&E's CARE Program.

President Dickinson asked DE Huff to expand on the issues with the retaining wall work behind Corona Circle. DE Huff shared that the tree pruning occurred today. On the retaining wall, DE Huff shared that the fencing contractors the District has worked with do not complete retaining wall replacement work, so the District is working with landscaping companies. President Dickinson asked why Garney is not performing the work. DE Huff shared that Garney has been given the opportunity to perform the work, and the District is trying to facilitate completion of the work for the property owners. Staff is working with legal counsel to hold this amount from the money left in retention.

B. Information Items: No additional items.

3. Director's Comments:

Director Williams asked about finding out if due to vaccinations the District may be able to return to in person Board meetings. President Dickinson suggested polling at the next meeting to see who is comfortable returning to in person meetings.

VIII. ADDITIONAL PUBLIC COMMENTS:

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

IX. ADJOURNMENT

The President adjourned the meeting at 5:27 p.m. to the next regular meeting to be held on March 4, 2021 at 4:30 p.m.



Emilie Costan, Board Secretary

Item 4.2



South Placer Municipal Utility District, CA

Check Report

By Check Number

Date Range: 01/26/2021 - 02/22/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
1240	Placer County Personnel	01/26/2021	Regular	0.00	3,515.44	13029
1021	ARC	02/04/2021	Regular	0.00	106.66	13037
1663	Buckmaster Office Solutions	02/04/2021	Regular	0.00	53.68	13038
1742	Burrell Consulting Group	02/04/2021	Regular	0.00	1,440.00	13039
1652	Cintas Corporation	02/04/2021	Regular	0.00	932.27	13040
1068	City of Roseville	02/04/2021	Regular	0.00	236,684.21	13041
1086	Dataprose	02/04/2021	Regular	0.00	5,158.15	13042
1087	Dawson Oil Co.	02/04/2021	Regular	0.00	3,455.26	13043
1113	Ferguson Enterprises, Inc. 1423 (Main)	02/04/2021	Regular	0.00	3,132.00	13044
1734	Garney Pacific, Inc.	02/04/2021	Regular	0.00	28,975.00	13045
1686	Jan Pro	02/04/2021	Regular	0.00	861.00	13046
1564	Jensen Landscape Services, LLC	02/04/2021	Regular	0.00	887.00	13047
1221	PG&E (Current Accounts)	02/04/2021	Regular	0.00	6,221.82	13048
1253	Recology Auburn Placer	02/04/2021	Regular	0.00	243.76	13049
1685	Streamline	02/04/2021	Regular	0.00	400.00	13050
1306	Superior Equipment Repair	02/04/2021	Regular	0.00	575.85	13051
1499	TechRoe.com LLC	02/04/2021	Regular	0.00	900.00	13052
1325	Tyler Technologies, Inc.	02/04/2021	Regular	0.00	400.00	13053
1718	U-Rock Utility Equipment Inc	02/04/2021	Regular	0.00	3,041.98	13054
1343	Water Works Engineers, LLC	02/04/2021	Regular	0.00	36,073.01	13055
1732	Willdan Financial Services	02/04/2021	Regular	0.00	1,900.00	13056
1561	Williams + Paddon Architects + Planners, Inc.	02/04/2021	Regular	0.00	556.00	13057
1327	US Bank Corporate Payment	02/11/2021	Regular	0.00	6,082.25	13058
	Void	02/11/2021	Regular	0.00	0.00	13059
	Void	02/11/2021	Regular	0.00	0.00	13060
	Void	02/11/2021	Regular	0.00	0.00	13061
1012	All Electric Motors	02/12/2021	Regular	0.00	10,870.51	13062
248	AT&T (916.663.1652) & (248.134.5438.608.80)	02/12/2021	Regular	0.00	266.22	13063
1022	AT&T (9391035571) & (9391053973)	02/12/2021	Regular	0.00	349.23	13064
1652	Cintas Corporation	02/12/2021	Regular	0.00	427.02	13065
1751	Comprehensive Medical Inc.	02/12/2021	Regular	0.00	160.00	13066
1509	Crystal Communications	02/12/2021	Regular	0.00	311.64	13067
1080	CWEA (Main)	02/12/2021	Regular	0.00	96.00	13068
1352	Goodyear Commercial Tire & Service Centers	02/12/2021	Regular	0.00	2,299.83	13069
1666	Great America Financial Services	02/12/2021	Regular	0.00	452.99	13070
1752	Norris Electric, Inc.	02/12/2021	Regular	0.00	285.00	13071
1473	Pitney Bowes Purchase Power	02/12/2021	Regular	0.00	877.85	13072
1245	Pro Prose	02/12/2021	Regular	0.00	1,000.00	13073
1518	Sonitrol of Sacramento	02/12/2021	Regular	0.00	17.15	13074
1333	SPOK, Inc.	02/12/2021	Regular	0.00	27.06	13075
1306	Superior Equipment Repair	02/12/2021	Regular	0.00	681.00	13076
1048	California Dept. of Fish & Wildlife	02/18/2021	Regular	0.00	305.25	13077
1652	Cintas Corporation	02/18/2021	Regular	0.00	430.94	13078
1073	Consolidated Communications	02/18/2021	Regular	0.00	2,027.76	13079
1124	Gold Country Media Publications	02/18/2021	Regular	0.00	552.04	13080
1139	Hill Rivkins Brown & Associates	02/18/2021	Regular	0.00	6,620.00	13081
1735	Nathaniel Patterson	02/18/2021	Regular	0.00	250.00	13082
1475	Petersen & Mapes, LLP	02/18/2021	Regular	0.00	720.00	13083
1244	Preferred Alliance Inc	02/18/2021	Regular	0.00	196.65	13084
1518	Sonitrol of Sacramento	02/18/2021	Regular	0.00	1,092.39	13085
1306	Superior Equipment Repair	02/18/2021	Regular	0.00	403.57	13086
1325	Tyler Technologies, Inc.	02/18/2021	Regular	0.00	400.00	13087
1338	Verizon Wireless	02/18/2021	Regular	0.00	1,139.84	13088
1015	American Fidelity Assurance	01/26/2021	Bank Draft	0.00	1,240.16	DFT0006072

Check Report

Date Range: 01/26/2021 - 02/22/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1586	Principal Life Insurance Company	01/26/2021	Bank Draft	0.00	381.83	DFT0006073
1230	Pers (EFT)	01/26/2021	Bank Draft	0.00	5,625.08	DFT0006074
1230	Pers (EFT)	01/26/2021	Bank Draft	0.00	30,289.00	DFT0006075
1230	Pers (EFT)	01/26/2021	Bank Draft	0.00	12,185.96	DFT0006076
1230	Pers (EFT)	01/26/2021	Bank Draft	0.00	115.44	DFT0006077
1230	Pers (EFT)	01/26/2021	Bank Draft	0.00	3,146.00	DFT0006078
1230	Pers (EFT)	01/26/2021	Bank Draft	0.00	57.63	DFT0006079
1149	Internal Revenue Service	01/26/2021	Bank Draft	0.00	-1.74	DFT0006089
1098	EDD (EFT)	01/26/2021	Bank Draft	0.00	-1.34	DFT0006090
1098	EDD (EFT)	01/26/2021	Bank Draft	0.00	-0.17	DFT0006091
1149	Internal Revenue Service	01/26/2021	Bank Draft	0.00	-0.42	DFT0006092
1149	Internal Revenue Service	01/26/2021	Bank Draft	0.00	-8.84	DFT0006093
1149	Internal Revenue Service	01/29/2021	Bank Draft	0.00	213.50	DFT0006103
1098	EDD (EFT)	01/29/2021	Bank Draft	0.00	51.98	DFT0006104
1098	EDD (EFT)	01/29/2021	Bank Draft	0.00	20.66	DFT0006105
1149	Internal Revenue Service	01/29/2021	Bank Draft	0.00	49.92	DFT0006106
1045	Cal Pers 457 Plan (EFT)	02/05/2021	Bank Draft	0.00	750.00	DFT0006108
1135	Mass Mutual (EFT)	02/05/2021	Bank Draft	0.00	8,127.52	DFT0006109
1135	Mass Mutual (EFT)	02/05/2021	Bank Draft	0.00	424.75	DFT0006110
1015	American Fidelity Assurance	02/05/2021	Bank Draft	0.00	416.66	DFT0006111
1015	American Fidelity Assurance	02/05/2021	Bank Draft	0.00	418.73	DFT0006112
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	49.13	DFT0006113
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	183.84	DFT0006114
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	326.18	DFT0006115
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	2,298.08	DFT0006116
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	4,077.37	DFT0006117
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	123.21	DFT0006118
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	184.51	DFT0006119
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	1,760.19	DFT0006120
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	2,636.26	DFT0006121
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	2,882.47	DFT0006122
1229	Pers (EFT)	02/05/2021	Bank Draft	0.00	3,301.83	DFT0006123
1149	Internal Revenue Service	02/05/2021	Bank Draft	0.00	12,482.90	DFT0006124
1098	EDD (EFT)	02/05/2021	Bank Draft	0.00	3,628.15	DFT0006125
1098	EDD (EFT)	02/05/2021	Bank Draft	0.00	1,208.03	DFT0006126
1149	Internal Revenue Service	02/05/2021	Bank Draft	0.00	2,919.36	DFT0006127
1149	Internal Revenue Service	02/05/2021	Bank Draft	0.00	8,875.09	DFT0006128
1045	Cal Pers 457 Plan (EFT)	02/19/2021	Bank Draft	0.00	750.00	DFT0006130
1135	Mass Mutual (EFT)	02/19/2021	Bank Draft	0.00	8,127.52	DFT0006131
1135	Mass Mutual (EFT)	02/19/2021	Bank Draft	0.00	424.75	DFT0006132
1015	American Fidelity Assurance	02/19/2021	Bank Draft	0.00	416.66	DFT0006133
1015	American Fidelity Assurance	02/19/2021	Bank Draft	0.00	418.73	DFT0006134
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	49.13	DFT0006135
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	183.84	DFT0006136
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	326.18	DFT0006137
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	2,298.08	DFT0006138
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	4,077.37	DFT0006139
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	123.21	DFT0006140
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	184.51	DFT0006141
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	1,760.19	DFT0006142
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	2,636.26	DFT0006143
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	2,882.47	DFT0006144
1229	Pers (EFT)	02/19/2021	Bank Draft	0.00	3,301.83	DFT0006145
1149	Internal Revenue Service	02/19/2021	Bank Draft	0.00	12,507.76	DFT0006146
1098	EDD (EFT)	02/19/2021	Bank Draft	0.00	3,503.81	DFT0006147
1098	EDD (EFT)	02/19/2021	Bank Draft	0.00	1,182.13	DFT0006148
1149	Internal Revenue Service	02/19/2021	Bank Draft	0.00	2,925.22	DFT0006149

Check Report

Date Range: 01/26/2021 - 02/22/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1149	Internal Revenue Service	02/19/2021	Bank Draft	0.00	8,690.40	DFT0006150

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	50	0.00	373,855.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	59	59	0.00	167,208.96
EFT's	0	0	0.00	0.00
	137	112	0.00	541,064.24

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	78	50	0.00	373,855.28
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	59	59	0.00	167,208.96
EFT's	0	0	0.00	0.00
	137	112	0.00	541,064.24

Fund Summary

Fund	Name	Period	Amount
100	GENERAL FUND	1/2021	56,880.09
100	GENERAL FUND	2/2021	484,184.15
			541,064.24

Account Number	Name	Date	Type	Amount	Reference	Packet
112-1029558-00	Richmond American Homes	2/1/2021	Refund	\$ 5,057.57	Check #: 13030	UBPKT11402
112-1029559-00	Richmond American Homes	2/1/2021	Refund	\$ 5,057.57	Check #: 13031	UBPKT11402
112-1029560-00	Richmond American Homes	2/1/2021	Refund	\$ 5,057.57	Check #: 13032	UBPKT11402
112-1029573-00	Richmond American Homes	2/1/2021	Refund	\$ 5,057.57	Check #: 13033	UBPKT11402
112-1029574-00	Richmond American Homes	2/1/2021	Refund	\$ 5,057.57	Check #: 13034	UBPKT11402
112-1029575-00	Richmond American Homes	2/1/2021	Refund	\$ 5,057.57	Check #: 13035	UBPKT11402
112-1029579-00	Richmond American Homes	2/1/2021	Refund	\$ 5,184.01	Check #: 13036	UBPKT11402

TOTAL REFUNDS \$ 35,529.43

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors
From: Emilie Costan, Administrative Services Manager
Cc: Herb Niederberger, General Manager
Subject: Policy 3170 – Credit Card Transaction Charges Policy
Meeting Date: March 4, 2021

Overview

The South Placer Municipal Utility District Board of Directors reviewed proposed revisions to Policy 3170, the Credit Card Transaction Charges Policy, at the February 4, 2021 board meeting. At the meeting, it was recommended that language regarding the reason for applying a convenience fee when a credit card or debit card is used to pay fees other than the monthly service charge should be added to section two of the policy. The policy was adopted at the February 4th meeting with the amended language; however, it was recommended that the final version of the policy be brought back to the Board as an informational item at the March 4, 2021 Board Meeting.

Recommendation

Staff requests the Board of Directors receive and file this report.

Strategic Plan Goals

Goal 5.3: Maintain financial responsibility by ensuring that available funds and resources are managed efficiently

Goal 7.3: Business Efficiencies

Fiscal Impact

There is a 2.5% cost savings on certain financial transactions associated with the adoption of Policy #3170. The savings for a single Equivalent Dwelling Unit (EDU) Participation Fee Transaction is approximately \$320.00.

Attachments:

1. Policy 3170 – Credit Card Transaction Charges Policy

SOUTH PLACER MUNICIPAL UTILITY DISTRICT POLICIES

Policy Name:	3170 – CREDIT CARD TRANSACTION CHARGES		
Approval Authority:	SPMUD BOARD OF DIRECTORS	Adopted:	06/07/18
Resolution No.	18-14, 21-06	Revised:	02/04/21

PURPOSE

The purpose of this policy is to establish criteria for the assessment of credit or debit card transactional charges.

POLICY STATEMENT

Section 1: General

The District allows payment by both credit and debit cards. Use of the credit or debit cards can be transacted over the counter, online, over the phone, and by preauthorized automatic payment (auto-pay). To encourage bill payment by credit or debit cards, the District has decided to absorb the cost of the convenience fees charged by the banking industry for Monthly Service Charges paid by credit/debit card transactions. A 2.5% convenience fee will be assessed on all other credit/debit payments.

Section 2: Justification

- A. The District desires to provide its customers a full range of payment type options to make it simple and convenient for customers to pay their monthly bills on time.
- B. By encouraging autopay and online payments by credit or debit cards, the District is automating repetitive monthly processes away from traditionally manual tasks. These automations significantly improve efficiencies and offset labor costs which reduce the need for additional staff in the Administrative Services Department.
- C. The convenience fee on non-monthly charges reimburses the District for out-of-pocket costs from processing credit card transactions.

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Eric Nielsen, Superintendent

Cc: Herb Niederberger, General Manager

Subject: Award Construction Contract for
Newcastle Sewer System Repairs 2021 Project

Meeting Date: March 4, 2021

Overview

In May 2017, the South Placer Municipal Utility District (District) Board of Directors received and adopted the Newcastle Master Plan which outlines spending of approximately \$200,000 per year for the next ten years to address high-risk areas of the sewer system in Newcastle. The first project was completed in 2018. The Newcastle Sewer System Repairs 2021 Project will be the second of the Newcastle Master Plan projects. The District has accumulated funds from previous years to allow for future construction projects that address larger-scale issues. Staff anticipates moving forward with an additional project next fiscal year with larger scale projects following in future years.

The Newcastle Sewer System Repairs 2021 Project consists of the installation of 7 manholes, the installation of 9 cleanouts, the repair of a 6-inch mainline, the abandonment of an 8-inch mainline, and the rerouting of one lateral. The objective of the project is to improve access for maintenance activities.

The District issued an invitation to bid on January 22, 2021. A mandatory pre-bid meeting was held on February 2, 2021. Seventeen representatives from potential contractors were in attendance. Sealed bids were due by February 17, 2021. Five bids were received and Caggiano General Engineering, Inc. was the apparent low bidder. The table below shows a summary of the base bid amounts from the bid opening. Staff’s review found the bid from Caggiano General Engineering to be in compliance with the requirements of the contract documents. Staff requests the Board to authorize the General Manager to provide the Notice of Award to Caggiano General Engineering, Inc. and proceed with executing the contract for services.

Contractor	Base Bid Amount
Caggiano General Engineering, Inc.	\$ 123,580.00
Precision Earthworks Construction, Inc	\$ 126,086.00
Cobabe Brothers Plumbing	\$ 140,280.00
Norgo Engineering, Inc.	\$ 141,780.00
KP Martin General Engineering, Inc.	\$ 158,250.00

In preparation for the potential for change orders during construction, staff requests that the Board authorize the General Manager to execute change orders that meet defined criteria. This will expedite the process of responding to small adjustments that may arise during the course of construction, while ensuring that more significant changes will require review and approval by the Board. A summary of change orders will be presented to the Board during the project through monthly reports to the Board by the Superintendent.

Any change orders that do not meet these criteria will not be approved without prior approval by the Board of Directors.

Recommendation

Staff recommends that the Board of Directors:

- Adopt Resolution 21-07 to authorize the General Manager to:
 - Award the attached contract for services to Caggiano General Engineering, Inc. to construct the Newcastle Sewer System Repairs 2021 Project in the amount of \$123,580.00, and
 - Execute change orders up to a cumulative amount not to exceed 10% of the awarded construction contract amount (i.e., \$12,358.00).

Strategic Plan Goal

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain transparency with all District activities.

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

Fiscal Impact

The bid amount by the lowest responsive, responsible bidder is within the engineer's estimate and the budgeted amount for the project. The costs for this construction project will be paid for with funds from Fund 100 – General Fund.

Attachments:

1. Resolution 21-07 – Resolution to Authorize the General Manager to Award the Contract for the Newcastle Sewer System Repairs 2021 Project to Caggiano General Engineering, Inc.
2. Contract for Services – Newcastle Sewer System Repairs 2021 Project

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

RESOLUTION NO. 21-07

**NOTICE OF AWARD FOR THE NEWCASTLE SEWER SYSTEM REPAIRS
2021 PROJECT TO CAGGIANO GENERAL ENGINEERING, INC.**

WHEREAS, South Placer Municipal Utility District, hereinafter called SPMUD, owns and operates the sewer facilities within portions of the unincorporated area of Newcastle, 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 Caggiano General Engineering, Inc. to be the lowest responsive, responsible bidder, and

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

WHEREAS, the SPMUD Purchasing Policy (Policy 3150) allows for the General Manager to 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 construct the Newcastle Sewer System Repairs 2021 Project to Caggiano General Engineering, Inc. in the amount of \$123,580.00, and
2. Execute change orders for the Newcastle Sewer System Repairs 2021 Project with Caggiano General Engineering, Inc. in so far as the cumulative amount does not exceed a total of 10% of the contract amount (\$12,358.00). Change orders which collectively total more than 10% of the contract 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 4th day of March 2021.

Signed: _____
William Dickinson, President of the Board of Directors

Attest: _____
Emilie Costan, Board Secretary

SECTION 5

CONTRACT FOR SERVICES

SPMUD – Newcastle Sewer System Repairs 2021

THIS CONTRACT is made on this 4 day of MARCH, 2021, between the SOUTH PLACER MUNICIPAL UTILITY DISTRICT ("District") and _____
CAGGIANO GENERAL ENGINEERING, INC., ("Contractor").

WITNESSETH:

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

WHEREAS, the Contractor has presented a bid for such facility to the District, dated FEB 17, 2021 (attached hereto and incorporated herein as Exhibit "A") and is duly licensed, qualified and experienced to perform the construction of such facility;

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

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

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

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

This work is will be performed on an existing sewer system and is divided into five (5) projects (See Project Area Descriptions starting on page 26 of this document). Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all repairs to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

- Installation of 7 manholes
- Installation of 9 cleanouts
- Replace-in-place approximately 10 feet of 6-inch sewer pipe
- Abandon approximately 120 feet of 8-inch and one manhole
- Reroute and reconnect one lateral

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

5.2 TIME OF PERFORMANCE: The Contractor is to commence upon execution and receipt of this Contract by, and receipt of written Notice to Proceed from, the District, and shall be undertaken and completed by June 15, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Contract and its Exhibits, the Notice to Bidders, the Bid, General Conditions, Special Provisions, Technical Specifications, any Addenda and the Drawings constitute the entire

agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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

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

SOUTH PLACER MUNICIPAL UTILITY DISTRICT

By: _____
Herb Niederberger, General Manager

Attest:

By: _____
Emilie Costan, Secretary to the Board

CAGGIANO GENERAL ENGINEERING, INC.
Contractor

By: _____

Title: _____

SECTION 6

Purposely Left Blank

SECTION 7

INSURANCE

EXHIBIT 'B'

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

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 – Newcastle Sewer System Repairs 2021** 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 thereunder 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 – Newcastle Sewer System Repairs 2021**, 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 thereunder 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 work is will be performed on an existing sewer system and is divided into five (5) projects (See Project Area Descriptions starting on page 26 of this document). Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all repairs to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

- Installation of 7 manholes
- Installation of 9 cleanouts
- Replace-in-place approximately 10 feet of 6-inch sewer pipe
- Abandon approximately 120 feet of 8-inch and one manhole
- Reroute and reconnect one lateral

9.2 LOCATION OF WORK: The Project is in Newcastle, California.

9.3 TIME OF COMPLETION: Time is of the essence, the Contractor has June 15, 2021 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
To be Named	Inspector	(916) 786-8555

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

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

9.5 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 10, Appendix 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 MEETING: Prior to commencing work, a pre-construction meeting will be held for the purpose of discussing with the Contractor the scope of work, plans, specifications, existing conditions, and all essential matters pertaining to the prosecution 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 4:30 P.M., Monday through Thursday, and 7:00 A.M. to 3:30 P.M. Friday excluding Holidays and weekends unless otherwise approved by the District.

9.10 STAGING: The District will Provide a staging area, located at the south/east end of Irish Lane, in Newcastle. Any additional areas required by the Contractor shall be his responsibility to provide.

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

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

9.13 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. 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 5th day of each month for the prior calendar month's work for verification and approval by the District.

9.14 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.

9.15 OVERTIME: Contractor shall pay the overtime costs incurred by the District, if any, at the rate designated on the adopted District Fee Schedule. 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.

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 an Encroachment Permit from the governing agency whose jurisdiction the work is to be performed:

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, 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.

10.6 PRE-BID MEETING: A mandatory pre-bid meeting will be held on **February 2, 2021** at 12:00 PM at the District Offices – 5807 Springview Drive, Rocklin, CA 95677. Site visits will follow. All prospective bidders should familiarize themselves with the work area(s) and the general bidding procedures for this project.

10.7 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.

10.8 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.

10.9 BYPASS OPERATIONS: This project may necessitate the bypass of live sewer lines, including service laterals. The Contractor shall make provisions to ensure uninterrupted service to the homes 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 (unit cost) pricing.

- a. Sewage must be returned to the pipe at the end of each day. 24/7 bypass operations will not be approved.
- b. 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.
- c. 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.
- d. Bypass operations shall accommodate traffic from the public streets and private property such as driveway access and must comply with the encroachment requirements.
- e. Contractor shall include in his bypass plan measures to ensure service of building sewers (laterals) to homes.
- f. Contractor shall provide an emergency response plan that details spill containment and proper clean up.
- g. The contractor's submittal of his proposed bypass plan must comply with the above minimum requirements 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.

10.10 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.

10.11 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.

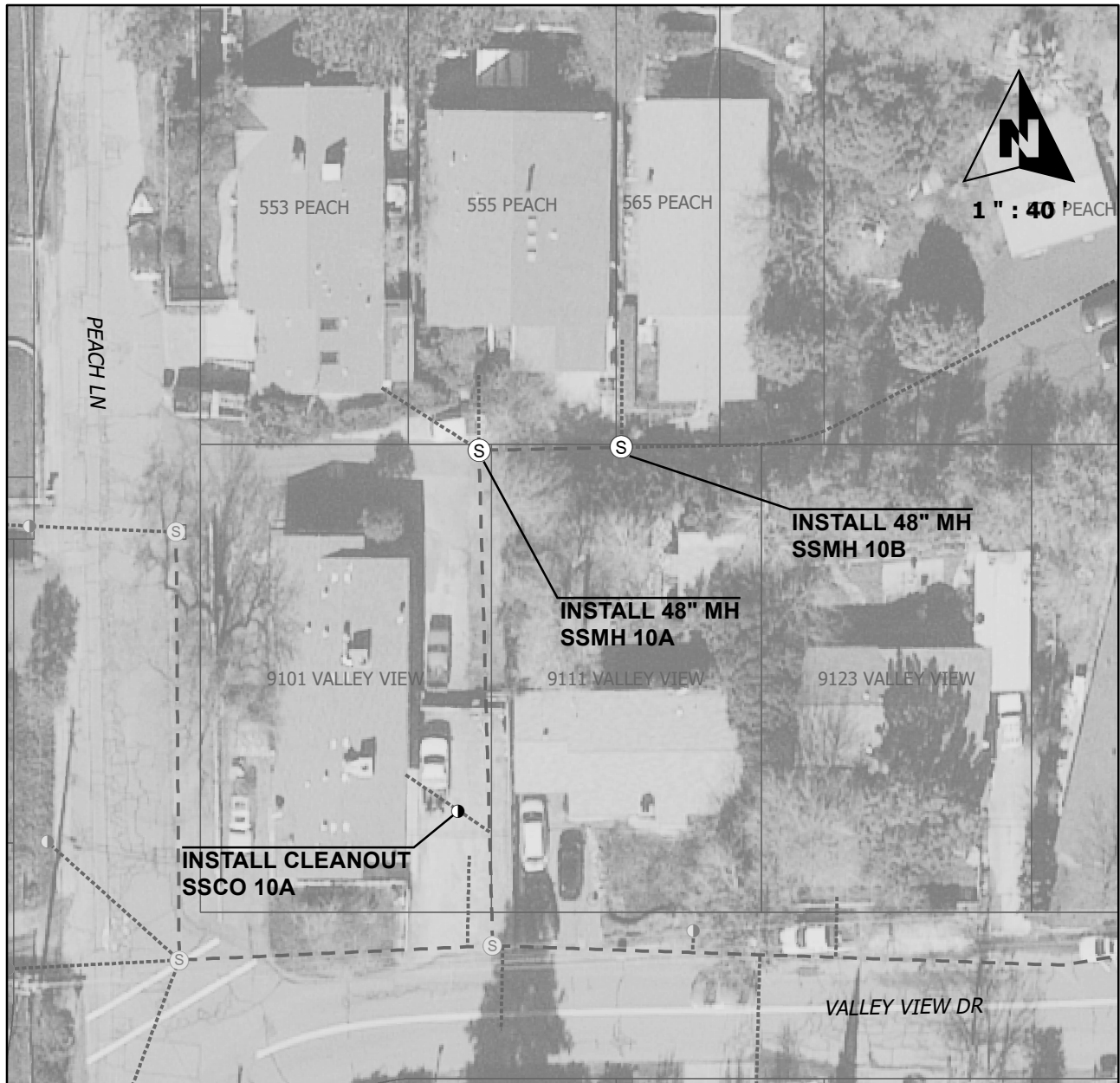
10.12 CLEAN UP: Work sites shall be maintained in a clean and orderly manner throughout project in so far as possible. At the end of each workday, work sites shall be returned, at a minimum, to their pre-construction condition.

10.14 MOBILIZATION/DEMobilIZATION: As stated in the Bid Schedule, Note a, Mobilization and Demobilization shall be paid only one time for project. Should the contractor mobilize and begin work and have to discontinue work for a period of time, the contractor shall provide written notice to SPMUD five (5) working days in advance of stop of work. A written notice shall be provided to SPMUD five (5) working days in advance of when the contractor elects to return to the project site to continue the work.

SECTION 11

Project Area Descriptions

PROJECT AREA 10



NOTES:

ACCESS POINTS ARE TO BE INSTALLED ON TOP OF EXISTING INFRASTRUCTURE. THE LOCATIONS OF WHICH WILL BE MARKED IN THE FIELD BY SPMUD.

SSMH 10A (APPROXIMATE DEPTH = 5 FT)

- TWO MAINLINE PENETRATIONS AT MANHOLE (TO THE SOUTH AND EAST) SHALL BE SIZED FOR SIX INCH DIAMETER PIPE. SIX INCH DIAMETER PIPE SHALL BE INSTALL AT LEAST TWO FEET FROM THE MANHOLE. TRANSITION TO EXISTING 4 INCH DIAMETER PIPE WITH FITTING.
- CONNECT EXISTING LATERALS.

SSMH 10B (APPROXIMATE DEPTH = 5 FT)

- THE ONE MAINLINE PENETRATION AT MANHOLE (TO THE WEST) SHALL BE SIZED FOR SIX INCH DIAMETER PIPE. SIX INCH DIAMETER PIPE SHALL BE INSTALL AT LEAST TWO FEET FROM THE MANHOLE. TRANSITION TO EXISTING 4 INCH DIAMETER PIPE WITH FITTING.
- CONNECT EXISTING LATERALS.

SSCO 10C (APPROXIMATE DEPTH = 4 FT)

- INSTALL 4" TWO-WAY CLEANOUT.

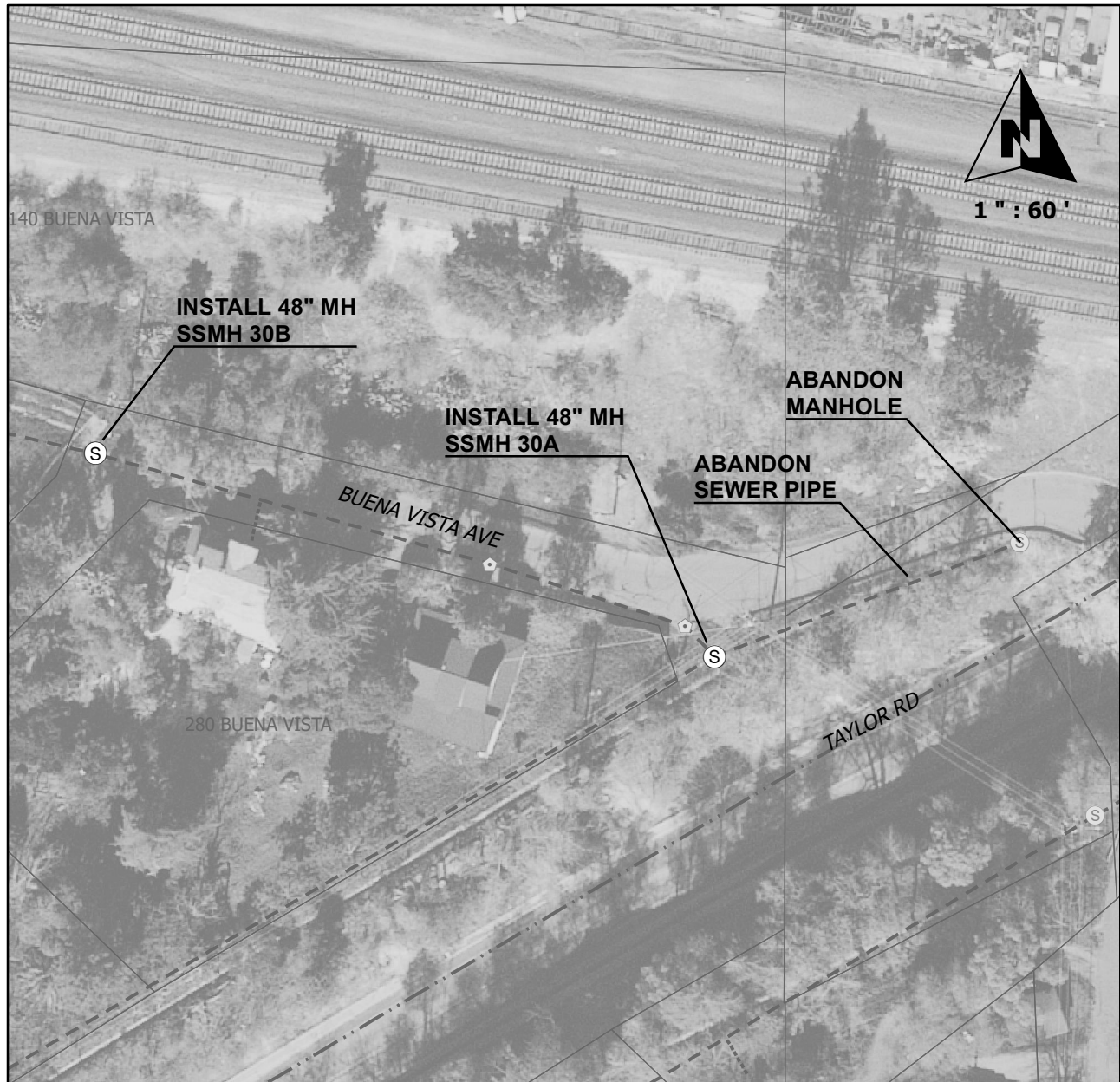
PROJECT AREA 23



NOTES:

ACCESS POINTS ARE TO BE INSTALLED ON TOP OF EXISTING INFRASTRUCTURE. THE LOCATIONS OF WHICH WILL BE MARKED IN THE FIELD BY SPMUD.

- SSMH 23A (APPROXIMATE DEPTH = 5 FT)
- REMOVE EXISTING FLUSHING BRANCH.
 - CONNECT TO EXISTING SIX INCH DIAMETER PIPE.

PROJECT AREA 30**NOTES:**

ACCESS POINTS ARE TO BE INSTALLED ON TOP OF EXISTING INFRASTRUCTURE. THE LOCATIONS OF WHICH WILL BE MARKED IN THE FIELD BY SPMUD.

SSMH 30A (APPROXIMATE DEPTH = 3 FT)

- THE MAINLINE PENETRATION AT MANHOLE TO THE NORTHWEST SHALL BE SIZED FOR SIX INCH DIAMETER PIPE. SIX INCH DIAMETER PIPE SHALL BE INSTALL AT LEAST TWO FEET FROM THE MANHOLE. TRANSITION TO EXISTING 4 INCH DIAMETER PIPE WITH FITTING.
- CONNECT TO EXISTING 6 INCH DIAMETER PIPE TO THE SOUTHWEST.

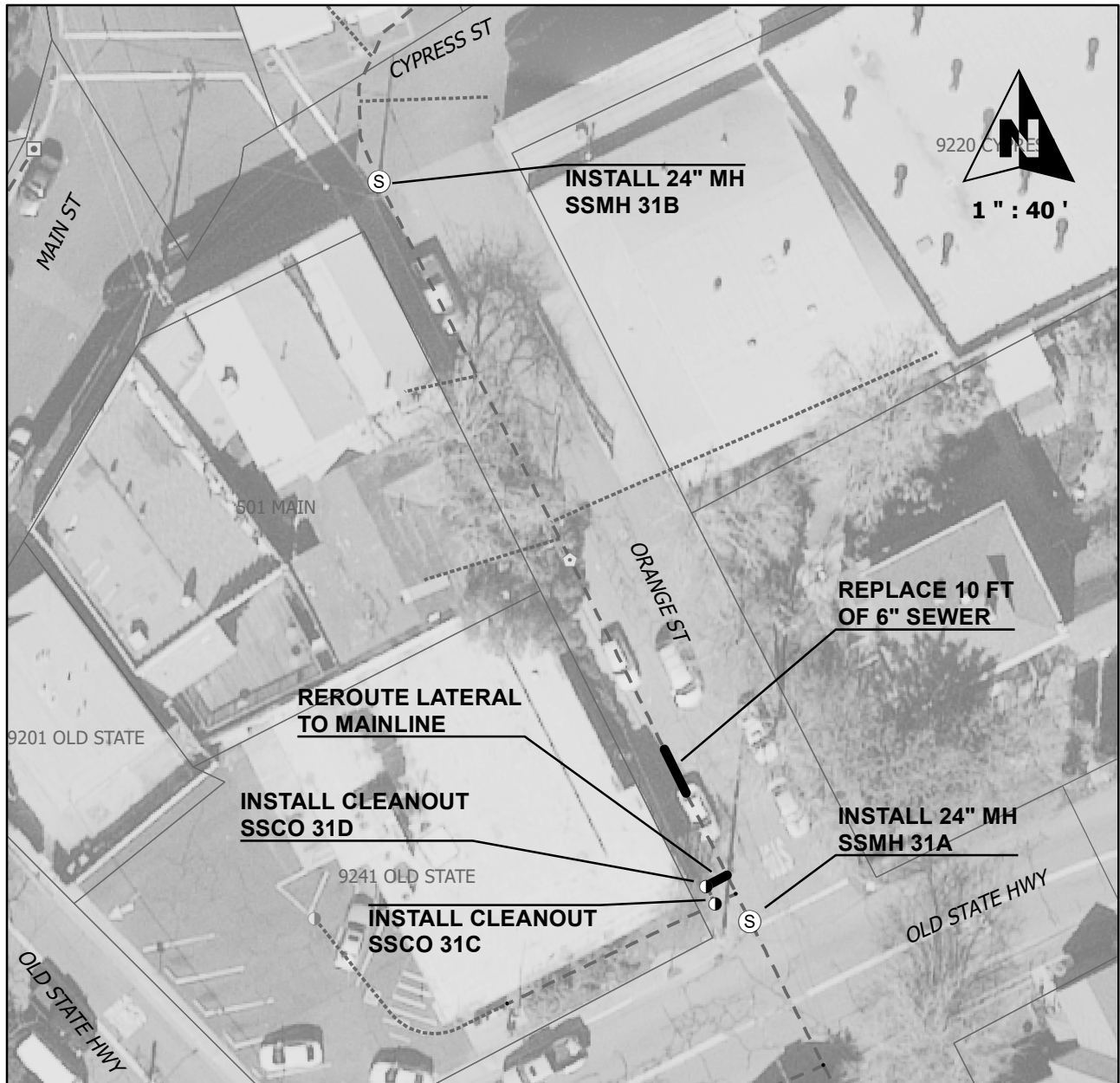
SSMH 30B (APPROXIMATE DEPTH = 3 FT)

- TWO MAINLINE PENETRATIONS AT MANHOLE (WEST AND EAST) SHALL BE SIZED FOR SIX INCH DIAMETER PIPE. SIX INCH DIAMETER PIPE SHALL BE INSTALL AT LEAST TWO FEET FROM THE MANHOLE. TRANSITION TO EXISTING 4 INCH DIAMETER PIPE WITH FITTING.

ABANDON 8" SEWER

- FILL PIPE WITH SAND OR SLURRY. REMOVE CONE, FRAME AND COVER FROM UPSTREAM MANHOLE. PERFORATE MANHOLE BASE. FILL MANHOLE WITH CRUSHED ROCK.

PROJECT AREA 31



NOTES:

ACCESS POINTS ARE TO BE INSTALLED ON TOP OF EXISTING INFRASTRUCTURE. THE LOCATIONS OF WHICH WILL BE MARKED IN THE FIELD BY SPMUD.

SSMH 31A (APPROXIMATE DEPTH = 3 FT)
 - CONNECT TO EXISTING 6 INCH PIPE (NW AND SE).

SSMH 31B (APPROXIMATE DEPTH = 3 FT)
 - CONNECT TO EXISTING 6 INCH PIPE (NW AND SE).

REROUTE LATERAL TO 6" MAINLINE
 - SURFACE RESTORATION OF LANDSCAPE, SIDEWALK, AND PAVING.

REPLACE 10 FT OF 6" SEWER PIPE (APPROXIMATE DEPTH = 5 FT)
 - LOCATION OF PIPE SEGMENT TO BE REPLACE WILL BE MARKED IN THE FIELD BY SPMUD.

INSTALL CLEANOUTS



NOTES:

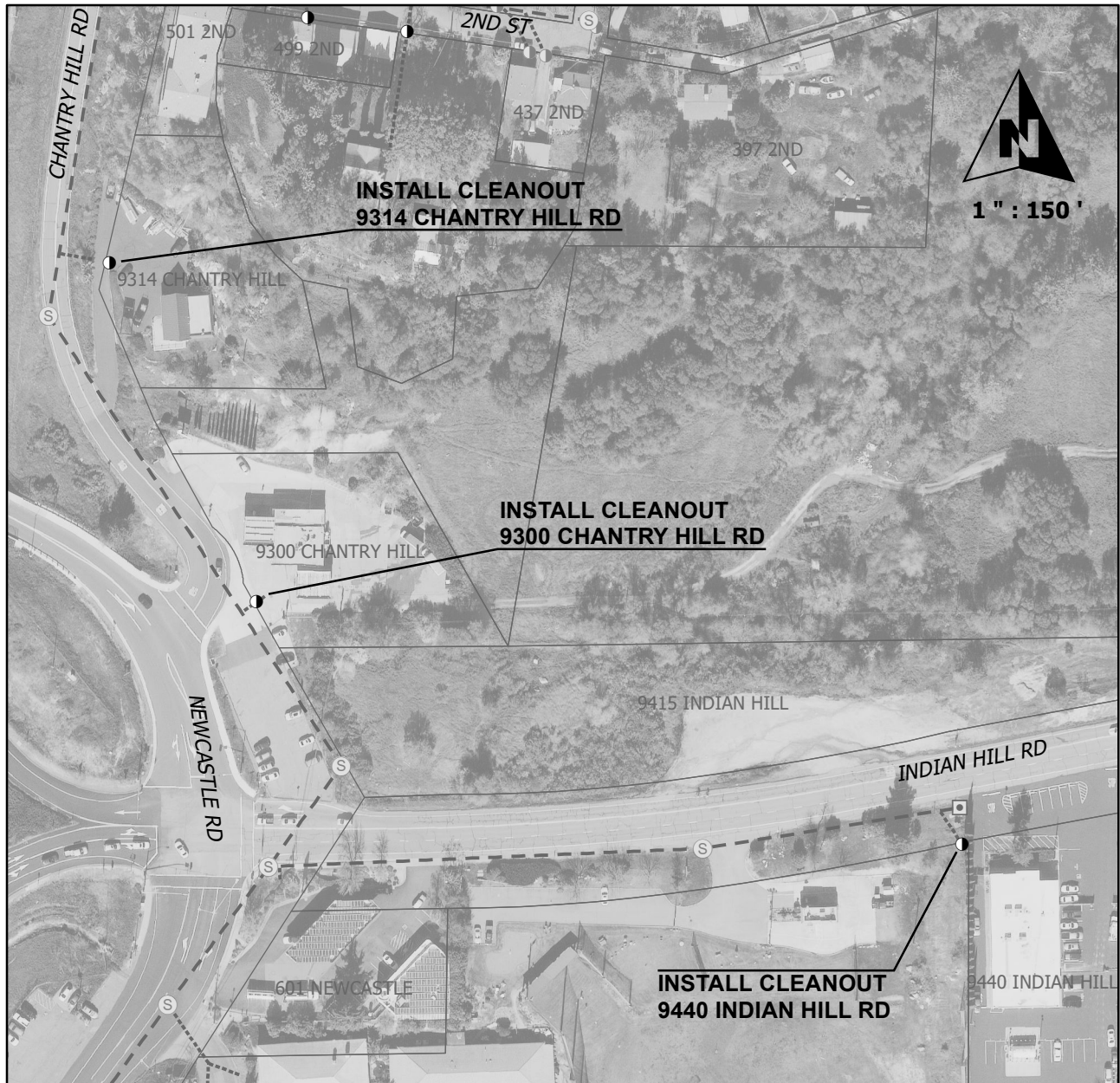
ACCESS POINTS ARE TO BE INSTALLED ON TOP OF EXISTING INFRASTRUCTURE. THE LOCATIONS OF WHICH WILL BE MARKED IN THE FIELD BY SPMUD.

304 2ND ST (APPROXIMATE DEPTH = 5 FT)

445 2ND ST (APPROXIMATE DEPTH = 5 FT)

499 2ND ST (APPROXIMATE DEPTH = 5 FT)

INSTALL CLEANOUTS



NOTES:

ACCESS POINTS ARE TO BE INSTALLED ON TOP OF EXISTING INFRASTRUCTURE. THE LOCATIONS OF WHICH WILL BE MARKED IN THE FIELD BY SPMUD.

9314 CHANTRY HILL RD (APPROXIMATE DEPTH = 5 FT)

9300 CHANTRY HILL RD (APPROXIMATE DEPTH = 5 FT)

9440 INDIAN HILL RD (APPROXIMATE DEPTH = 5 FT)

EXHIBIT "A"

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 2:00 p.m. on February 17, 2021 at which time and place they will be publicly opened and read aloud for the:

SPMUD - Newcastle Sewer System Repairs 2021

Description of Work: This work is will be performed on an existing sewer system and is divided into five (5) projects. Contractor shall provide all labor, equipment, materials and incidentals required to construct and complete, in a good and workmanlike manner, all repairs to provide a complete and useable facility, as designed and approved by the District. The work is to include, but is not necessarily limited to, the following:

- Installation of 7 manholes
- Installation of 9 cleanouts
- Replace-in-place approximately 10 feet of 6-inch sewer pipe
- Abandon approximately 120 feet of 8-inch and one manhole
- Reroute and reconnect one lateral

Completion of Work: All work shall be completed by June 15, 2021.

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 download from the District website (<http://spmud.ca.gov/sewer-improvement-projects/>) or at the office.

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, PWC-100 and their registration number shall be included on the outside of the submittal envelope. Submittals without this number will be rejected. Also required to be included on the outside of the envelope is the Project name. 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 Class "A" General Engineering or appropriate Class "B" General Contractor's License issued by the State of California.

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 \$150,000 for this project.

By: Eric Nielsen
Eric Nielsen, Superintendent

Date: 1/20/2021

EXHIBIT "A"

SECTION 2

BID FORM

TITLE

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

SPMUD – Newcastle Sewer System Repairs 2021

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

BID (This section to be completed by bidder.)

DATE: 2/17/2021

The undersigned agrees, if this bid is accepted, to complete the work specified in strict accordance with the contract documents by June 15, 2021, for the following amount:

BID: \$ 123,580.00 (LUMP SUM)

Amount in words: one hundred twenty-three thousand five hundred eighty dollars.

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

Bidder's comments and exceptions:

Name and address of bidder:

Caggiano General Engineering Inc
3941 Park Drive, suite 20-347
El Dorado Hills CA 95762

Authorized signature

Salvatore Caggiano, President
Signers name and title (type or print)

Phone No.: 916-501-0611

951282

Fax No.: 916-244-0244

License No.

EXHIBIT "A"

BID SCHEDULE

SPMUD – Newcastle Sewer System Repairs 2021

ITEM	DESCRIPTION	NOTE	QTY	UNIT	UNIT COST	ITEM COST
1	Mobilization - Demobilization	a	1	LS	3500	3500
2	Project Area 10	b, c, d, e, f				
	a. Install Clean Out		1	EA	10,000	10,000
	b. Install 48" Manhole	g	2	EA	5,000	10,000
3	Project Area 23	b, c, d, e, f				
	a. Install 48" Manhole		1	EA	10,000	10,000
4	Project Area 30	b, c, d, e, f				
	a. Install 48" Manhole	g	2	EA	5,000	10,000
	b. Abandon 8" Sewer		120	LF	84	10,080
5	Project Area 31	b, c, d, e, f				
	a. Install Cleanout		2	EA	5,000	10,000
	b. Install 24" Manhole	g	2	EA	4,000	8,000
	c. Reroute Lateral to Main		10	LF	800	8,000
	d. Replace 6" Sewer		10	LF	800	8,000
6	Property Line Cleanouts	b, c, d, e, f				
	a. 9314 Chantry Hill Rd		1	EA	6000	6000
	b. 9300 Chantry Hill Rd		1	EA	6000	6000
	c. 9440 Indian Hill Rd		1	EA	6000	6000
	d. 304 2 nd St		1	EA	6000	6000
	e. 445 2 nd St		1	EA	6000	6000
	f. 499 2 nd St		1	EA	6000	6000

TOTAL

123,580.00

EXHIBIT "A"

NOTES:

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

** See Project Area Descriptions, starting on page 26, for additional information.

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

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

ADDENDA: Bidder hereby acknowledges that it has received the following Addenda:

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

EXHIBIT "A"

SECTION 3

LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor, required to be listed in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code, to whom the Bidder proposes to subcontract portions of the work. *The below information shall be included for all subcontractors doing work in an amount in excess of one-half of 1 percent of the total bid. Make copies of this page as needed.*

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:	

EXHIBIT "A"

SECTION 4

COMPLIANCE STATEMENTS

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

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

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

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

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

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

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

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

EXHIBIT "A"

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, Salvatore Caggiano, 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.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

EXHIBIT "A"

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.

EXHIBIT "A"

EXHIBIT "A"

Bond No. N/A

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we Caggiano General Engineering, Inc.

as Principal, (hereinafter called the Principal), and Western National Mutual Insurance Company
a corporation duly organized under the laws of Minnesota and
authorized to transact a general surety business in the State of California as Surety, (hereinafter
called the Surety), are held firmly bound unto:

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

as OBLIGEE, (hereinafter called the Obligee), in the sum equal to 10% of the accompanying bid of
the Principal, not, however, in excess of **Ten Percent of the Total Amount of the Bid**
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, That, whereas, the Principal has submitted or is about
to submit to the Obligee a Proposal or bid, dated on or about the date mentioned below, for: (1) the
performance of the designated work, or (2) the furnishing of the specified goods, supplies or products, to-wit:
SPMUD - Newcastle Sewer System Repairs 2021

NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted
therefor, but shall duly make and enter into a written contract with the Obligee, in accordance with the terms
of said proposal or bid, or any amendment thereof acceptable to the Principal, within the time permitted
therefore after such contract forms are presented to the Principal for execution, should the Obligee award the
Principal the said work or contract or any part thereof and if the Principal shall give bond or bonds for the
faithful performance thereof, and/or for payment for labor and materials going thereinto, as in the
specifications or contracts provided: or if the Principal shall in case of failure so to do, pay the Obligee the
damages which the Obligee shall have actually suffered by reason of such failure, not exceeding the penal
sum of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the
basis of said bid shall have been made within thirty (30) days after the formal opening of said bid, or within
the time specified within the bid provisions, whichever time shall be greater, and unless the Obligee
hereunder shall give notice to Surety of said award at the time of notification to the Principal; and unless legal
action to enforce any claim hereunder shall have been commenced within six (6) months from the date of the
formal opening of said bid.

PROVIDED, always, that this Bond shall not be valid and binding upon Surety unless accompanied by a
Certified Copy of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond,
the Serial Number upon which Copy of Power of Attorney shall correspond with the Bond Number set out
above.

Signed, sealed and dated this 17th day of February, 2021.

Caggiano General Engineering, Inc.

Principal Name

By: 

Principal

Western National Mutual Insurance Company

Name of Surety Company

By: 

Attorney-in-Fact, **Pietro Micciche**

EXHIBIT "A"

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

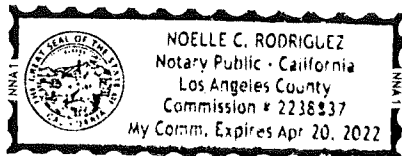
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On FEB 17 2021 before me, Noelle C. Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Pietro Micciche
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Patricia Zenizo, Angel Nunez, Pietro Micciche, Manuel Reguerra and Daniel Inzunza

Preferred Bonding Services (#9760)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

[Handwritten signature of Jon R. Hebeisen]

Jon R. Hebeisen, Secretary

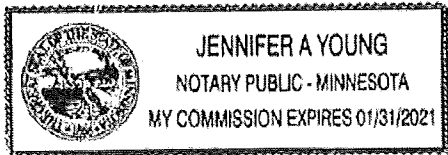


[Handwritten signature of Larry A. Byers, Sr.]

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Handwritten signature of Jennifer A. Young]

Jennifer A. Young, Notary Public My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

[Handwritten signature of Jennifer A. Young]

Jennifer A. Young, Assistant Secretary



Signed and sealed at the City of Edina, MN this 17th day of February, 2021

**SOUTH PLACER MUNICIPAL UTILITY DISTRICT
STAFF REPORT**

To: Board of Directors

From: Herb Niederberger, General Manager

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

Subject: COVID-19 Update

Meeting Date: March 4, 2021

Overview

The purpose of this Staff Report is to provide the Board of Directors with an update of the COVID-19 outbreak.

Placer County remains at the highest risk level tier for the spread of COVID 19 -Widespread. As of February 23, 2021, it was reported that Placer County has a case rate of 9.4 new cases per day per 100,000 residents, a 4.1 % positivity rate, and a 5.9% health equity quartile positivity rate. As such, many non-essential indoor business operations are obligated to close. Sewer service is considered an essential business, and the District is compelled to take steps necessary to ensure the safety of its employees and customers.

The District is now implementing the District modified operations specified under the Widespread tier in the COVID-19 Prevention Plan (CPP). When Placer County is in the Widespread risk tier, the District will implement the following modifications to its standard operations:

- Conduct meetings including Board meetings remotely.
- Close the District Office to the public.
- Drive separate vehicles.
- Allow telework assignments for staff whose positions allow for it.
- Require electronic plan submittals.

Despite these efforts, the District personnel have experienced multiple instances of close contact, within 6-feet for more than 15 minutes over 24-hours, with someone who tested positive for COVID-19. In accordance with the CPP, these employees are quarantined at home for 14 days from the last day of exposure. The District has had several employees test positive for COVID-19. These employees have returned to work, and there have been no additional positive cases or symptoms reported from potential exposure at the workplace. Despite an increase in exposures, the Families First Coronavirus Response Act (FFCRA) which provides up to two weeks of additional paid sick leave and partial paid time to care for children whose school or place or care is closed, expired on December 31st and has not been extended.

Economic Impacts

The District is experiencing the impact of COVID-19 on the Fund 100 revenues from the monthly sewer charges. The chart below indicates the number and magnitude of the delinquent accounts and past due amounts.

Total Accounts	Current Amount	30 Days Delinquent	60 Days Delinquent	90 Days Delinquent	120 Days Delinquent	Balance Due
33	\$27,360	\$24,022	\$ 14,956	\$12,510	\$2,244	\$83,179

It should be noted that although it appears that the magnitude of the delinquent accounts has stabilized, these bills are reported quarterly. As such, the balance due is expected to jump every three months, as opposed to monthly. One of the larger delinquent accounts is responsible for almost \$31,000 of the delinquency and the parent company has filed for Chapter 11 Bankruptcy protection. Several food service establishments and larger industrial users are in arrears for amounts over \$1,000 as is one large retail chain in a strip mall. Further review indicates that some of these delinquent accounts are chronic delinquencies and repeat annually with the transfer of delinquent service charges to the Placer County Tax roll. Despite the large balance due, the District has not received any requests for relief from the monthly service charge. The District resumed assessing late fees on delinquent accounts on October 1, 2020.

Development fees have rebounded from the steep decline in the beginning of the pandemic. The first six months of revenues from connection fees, plan review, and inspections have already exceeded not only the amount budgeted for the current fiscal year 2020/21, but also the amount collected during the prior fiscal year 2019/20.

Personnel

Due to the COVID-19 outbreak and the resulting public health orders, schools have taken extra precautions to prevent the spread of COVID-19. Beginning January 19, 2021, students in the Rocklin Unified School District (RUSD) transitioned to a 5-day/week am/pm in-person instruction. RUSD is projecting a return to full time attendance following their spring break. At this point in time, a small number of District employees have been inconvenienced by distance learning and the District is accommodating their needs.

Meetings

Staff suggests that the District continue videoconferencing the meeting of the Board of Directors using Zoom Meeting. In the event that Placer County achieves a Blueprint risk level of Minimal, then perhaps the Board can transition back to meeting in person.

Recommendation

Staff requests the Board of Directors receive and file this report.

Strategic Plan Goals

This action is consistent with SPMUD Strategic Plan Goals:

Goal 1.3: Maintain Transparency with all District Activities

Goal 4.1: Maintain Compliance with Pertinent Regulations

Fiscal Impact

Staff believes the accumulating delinquencies will be rectified in the current year or will be transferred to the Placer County Tax roll. Development fees have rebounded from the steep decline in the beginning of the pandemic, with the first six months of revenues from connection fees, plan review, and inspections already exceeding the amount budgeted for the current fiscal year as well as the amount collected in the prior fiscal year. Staff does not anticipate any further significant impact on revenues due to the COVID-19 outbreak or the need to use \$1 million in its rate stabilization reserve to make up for any lost revenue.

GENERAL MANAGER REPORT

To: Board of Directors
From: Herb Niederberger, GM
Date: March 4, 2021
Subject: General Manager Monthly Staff Report – February 2021

1) DEPARTMENT REPORTS

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

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

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

2) INFORMATION ITEMS

- A. The General Manager was out of the office from February 1 through 5, 2021, due to shoulder surgery.
- B. On February 10, 2021, the General Manager participated in a Zoom Meeting with Town of Loomis Council Member Danny Cartwright and Town Manager, Sean Rabe, to provide an overview of the District's services and needs within Loomis. Mr. Cartwright will be representing Loomis on the Loomis/SPMUD 2x2 when and if the committee meets.
- C. On February 17, 2021, the General Manager and Administrative Services Manager, Emilie Costan, participated in a Legal Affairs Briefing with the District General Counsel. Among the items of discussion were: 1) Proposed closed session for the March Board meeting in anticipation of litigation; and 2) Customer refund check processing and policy development.
- D. On February 18, 2021, the General Manager met with Rocklin City Manager, Aly Zimmerman, to provide an overview of the District's services and needs within the City limits.
- E. Advisory Committee Meetings:
There were no advisory committee meetings in February.

3) PURCHASE ORDERS/CONTRACTS INITIATED UNDER GENERAL MANAGER AUTHORITY

None to Report

4) **LONG RANGE AGENDA**

April 2021

- Resolution – Award Perimeter Fence Contract
- Resolution - SCADA Master Plan Approval

May 2021

- Quarterly Investment Report
- Resolution - Award Building Construction Contract
- Resolution - Accept Revised Plans and Specification

June 2021

- FY 2021-22 Budget Workshop
- Resolution - Adopt FY21/22 Fee Schedule
- Resolution - Delinquent Account Assignment

July 2021

- Resolution - Adopt FY 2021-22 Budget
- Report on SPWA Meeting

ITEM VII. 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: March 4, 2021

Form 700 Statement of Economic Interest Filing

Form 700 notifications were sent via email to all designated Form 700 filers on 01/08/2021 and reminders were sent out to those had not yet filed on 02/05/2021. Forms must be completed by 04/01/2021.

Check Fraud

The January bank reconciliation process revealed an altered refund check. The Administrative Services Manager is working to reduce the risk of this type of fraud against the District and its customers reoccurring in the future.

Laserfiche

The Administrative Services Manager attended the virtual Laserfiche Empower conference the week of February 22nd. The conference included technical, business process, leadership, best practices, and networking sessions. The ASM participated in several great sessions on the various features Laserfiche has to offer. Staff is continuing to work on adding new records and improving the Laserfiche repository.

Commercial & Residential Account Review

Administrative Services staff continues to audit both Residential and Commercial Accounts within the District with the assistance of Inspection services in TSD. Notifications and updated bills continue to be sent upon review with any necessary adjustments per Policy 3160 – Utility Billing Reconciliation & Payment Policy.

January Monthly Investment Transactions per GC §53607

DEPOSITS, TRANSFERS, OR WITHDRAWALS

CalTRUST: Transfer of \$2M to CalTRUST Medium Term Fund
LAIF: Transfer of \$2M to LAIF
Placer County: Transfer of \$2M to PCTIP
Wells Fargo: Transfer of \$3M from Money Market account
Cash Account: Transfer of \$3M from Cash Account

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: March 4, 2021

Overview

This report provides the Board with an overview of the Field Services Department operations and maintenance activities through 1/31/2021. The work listed is not all inclusive.

1. Lost Time Accidents/Injuries (OSHA 300)

- a. Zero (0)
 - i. 1615 days without a Lost Time Accident/Injury

2. Safety/Training/Professional Development

- a. Field Services employees participated in:
 - i. Lucity and GIS training
 - ii. Two (2) “Tailgate” safety sessions (Cold related injuries, medication safety)

3. Customer Service Calls

- a. Response Time Goals over the Last 12 Months

	Goal	Average	Success Rate
During Business Hours	< 30 minutes	17 min	95%
During Non-Business Hours	< 60 minutes	77 min	

4. Break Room Addition, Locker Room and Lobby Improvements

- a. Staff is working with our consultant (Williams + Paddon) to prepare and release bid documents. The release of the bid documents has been delayed while responding to a plan review comment/requirement from the City of Rocklin.

5. SCADA Master Plan

- a. Staff continues to work with our consultant (TESCO) to prepare the final SCADA Master Plan document and plans to present the document during the April Board Meeting.

6. Newcastle Sewer Improvements

- a. The bid opening for the project was held on February 17th. Staff is presenting a report to the Board to award the contract during the March 4th meeting.

Service Calls - January 2021

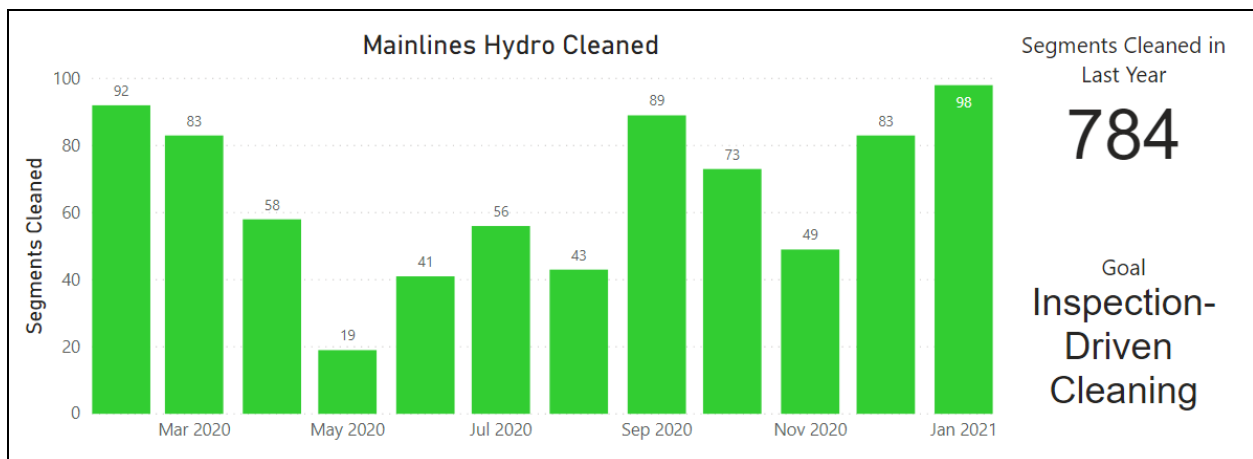
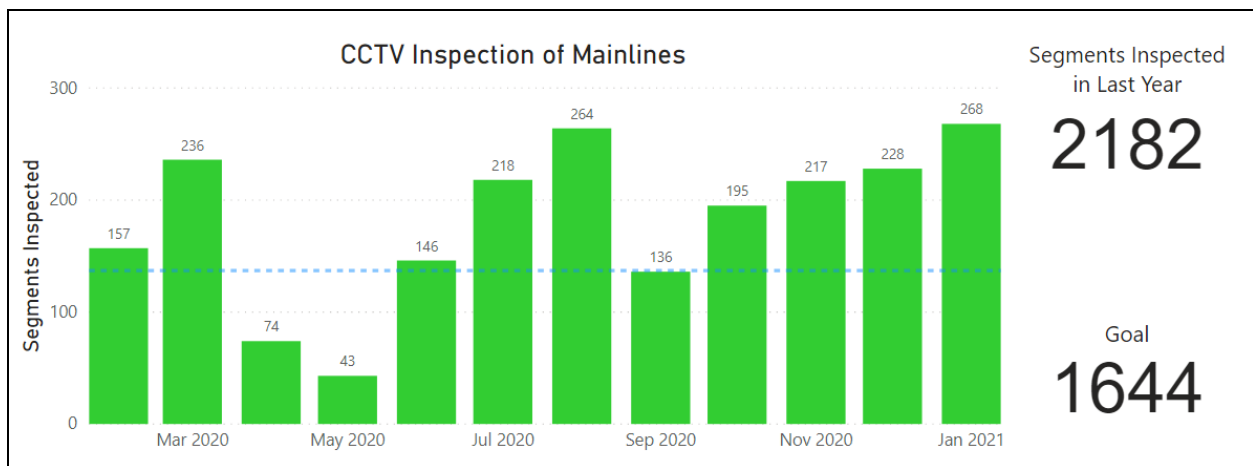
Responsibility	SSO	Stoppage	Odor	Alarm	PLSD	Vermin	Misc
N/A							3
Owner Responsibility		9	2		1		1
SPMUD Responsibility	1	1		2			
Total	1	10	2	2	1		4

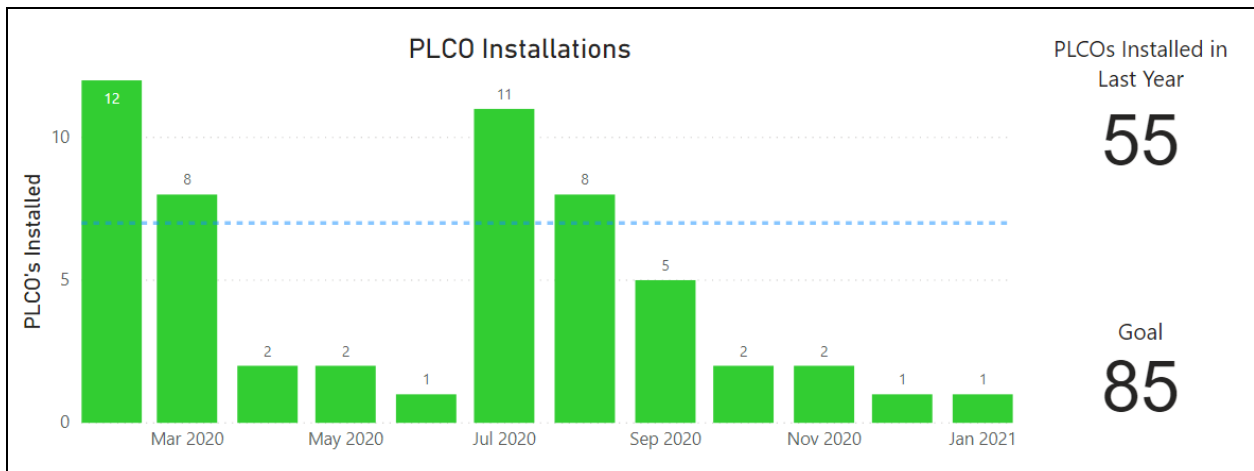
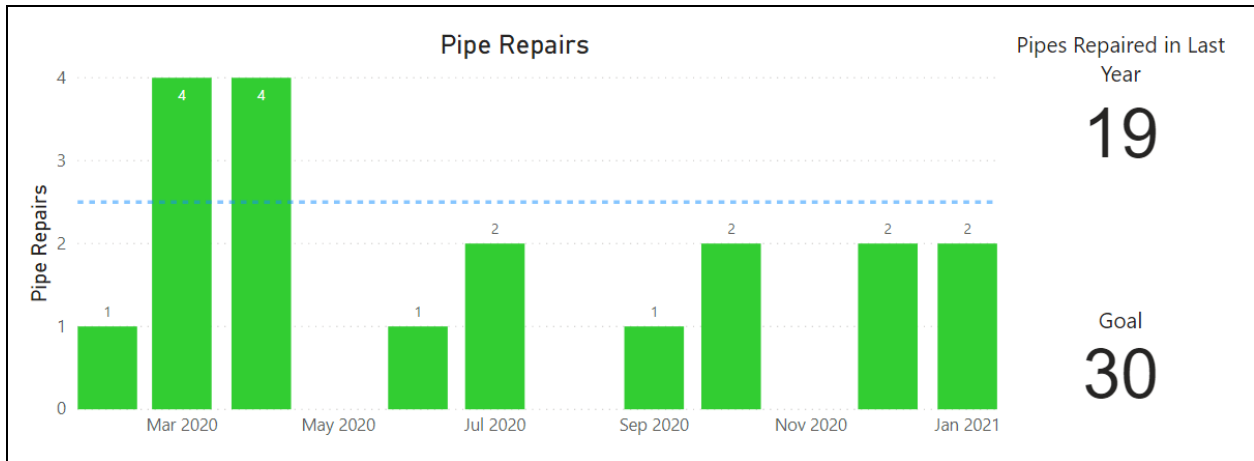
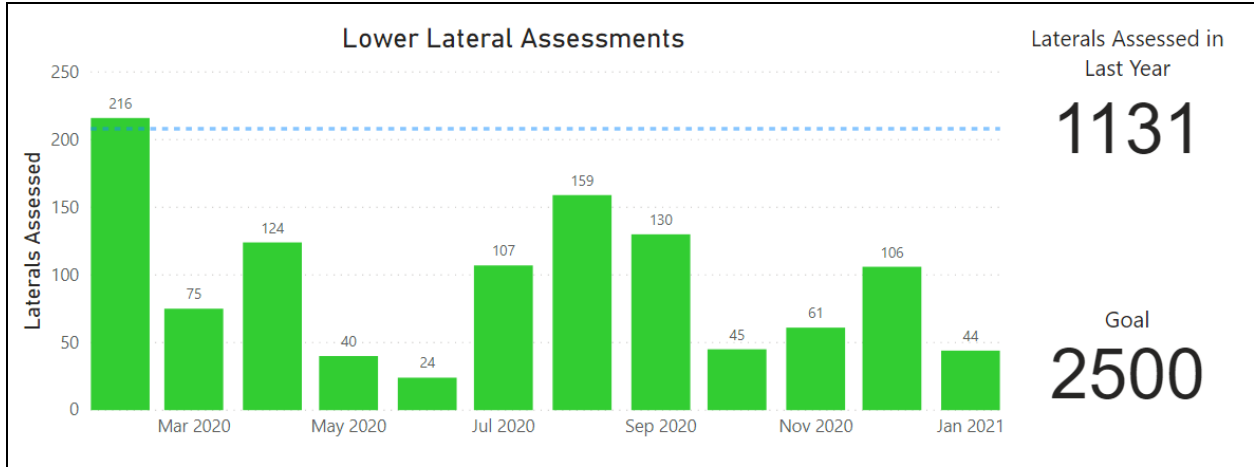
Total Service Calls

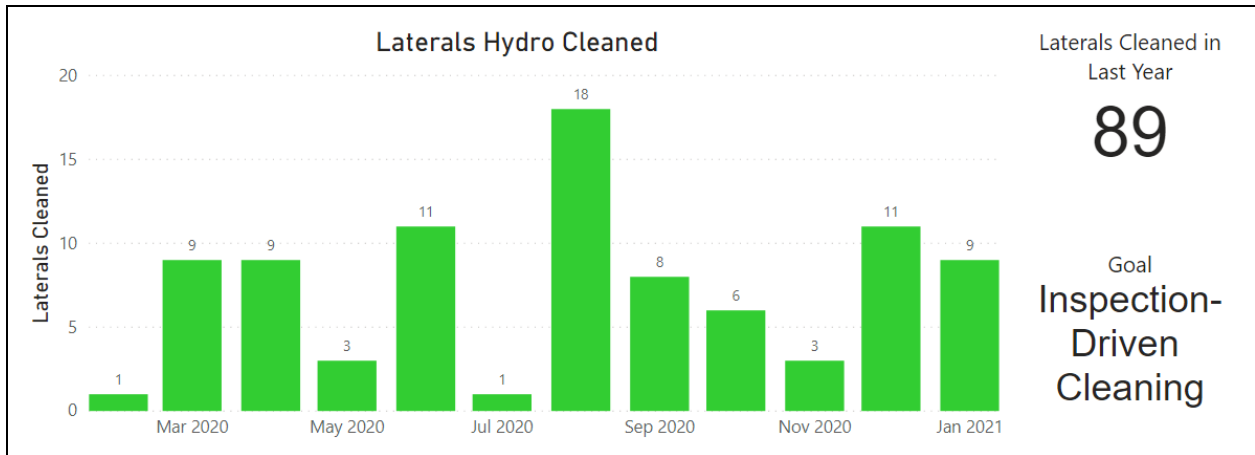
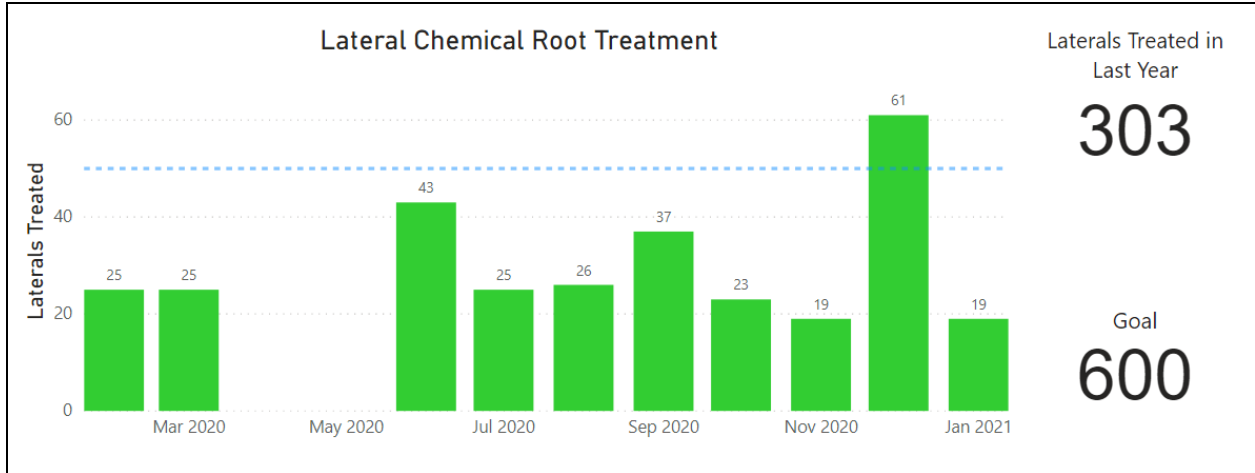
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7. Production

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







ITEM VII. TSD REPORT

To: Board of Directors
From: Carie Huff, District Engineer
Cc: Herb Niederberger, General Manager
Subject: Technical Services Department Monthly Report
Board Date: March 4, 2021

Department Updates

Aaron Moore, TSD Inspector, was invited by SwiftComply (the District’s FOG management software) to participate in a video presentation for CWEA’s virtual P3S Conference in March. The District will be highlighted for its success in implementing a digitized FOG program. The District is consistently recognized as one of SwiftComply’s more proficient users.

Foothill Trunk Sewer Replacement Project

The Foothill Trunk Sewer Replacement Project is substantially complete and Garney is working on punch list items pertaining to installation of the El Don sliding gate and repair/replacement of the retaining walls and stairs behind Corona Circle. Multiple fencing and landscape contractors have been reluctant to replace the existing retaining walls due to project constraints and workload. Staff continues to work with the property owners and Garney to reach a solution.

FOG Program

District staff continues to implement the requirements of the District’s FOG program. Staff turnover at food service establishments (FSE) means that permitting and compliance is an ongoing effort.

There are multiple ongoing FSE tenant improvements within the District. The District utilizes the tenant improvement process to inspect existing grease control devices (GCD) and the upper lateral to determine if replacement or rehabilitation of the existing GCD is required. Additionally, if there is evidence of grease in the upper lateral, the District will require that the lateral be cleaned.

In January, seven core samples were taken throughout the District. During the core sample process, the FOG Inspector will inspect the GCD to ensure that the GCD is in good condition and functioning properly. During a routine inspection of the Rocklin Arby’s GRD, it was determined that the outlet tee was missing. Repairs to the existing GCD were coordinated with the owner of the FSE and completed so that the grease removal device can function as intended.

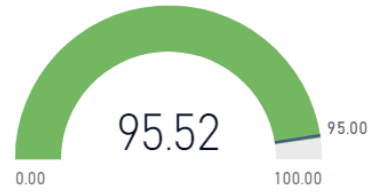
Department Performance Indicators

The following charts depict the efforts and performance of the department in the following areas of work as of January 31st, 2021. 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.

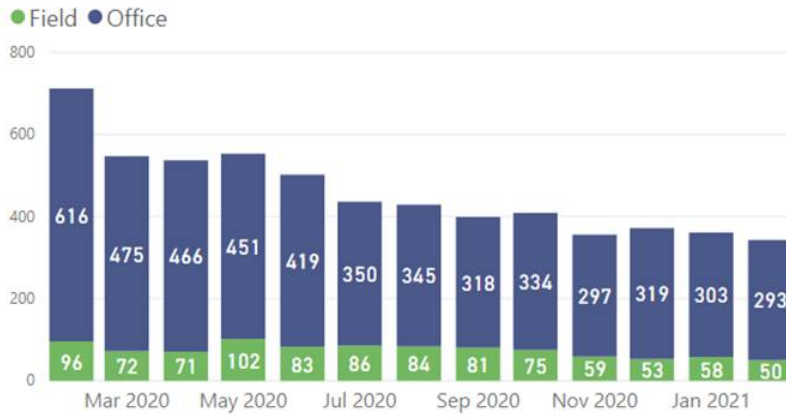
Plan Checks Completed - Monthly Totals



% "In Time" Plan Checks



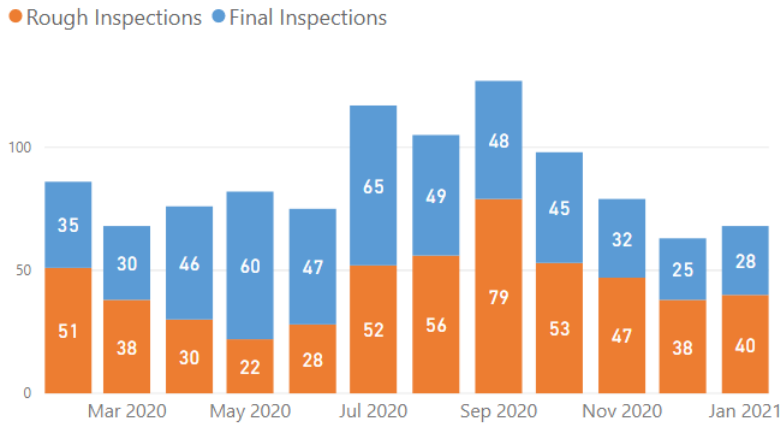
811 Responses - Monthly Totals



% "In Time" Responses ...



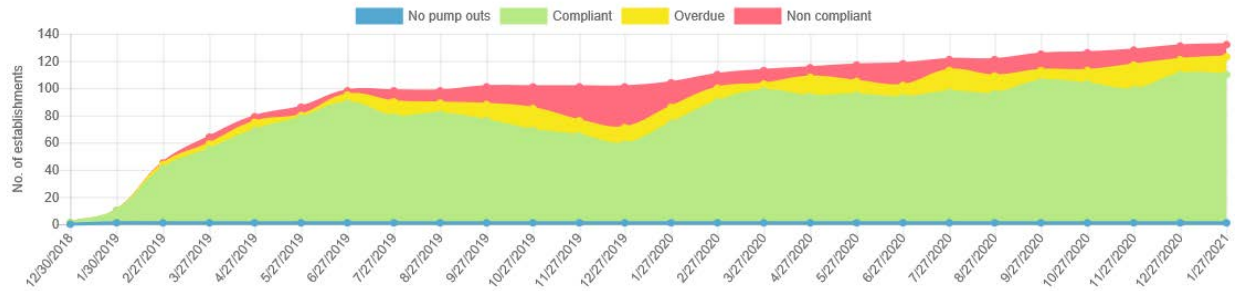
Building Sewer Inspections - Monthly Totals



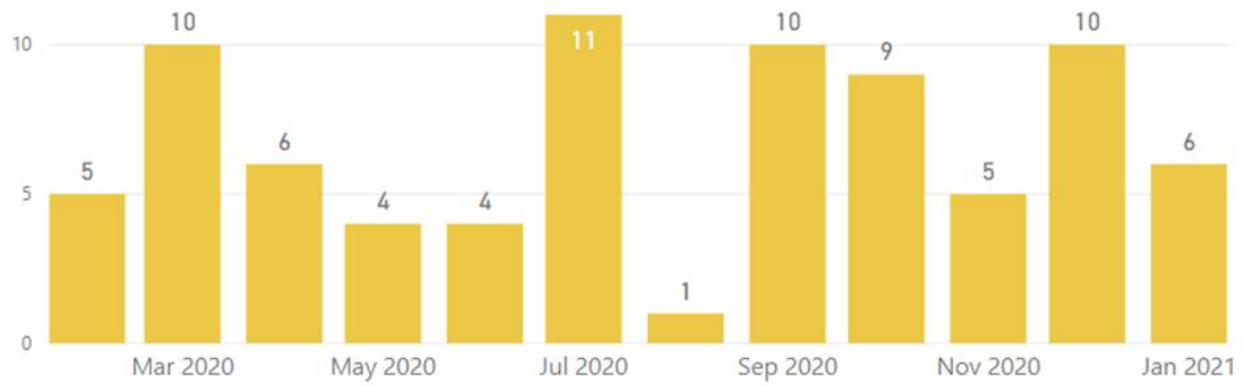
% "In Time" Inspections



FOG Compliance History



FOG Pickups - Monthly Totals



Grease Interceptor Inspections

