

**From:** Allison Wagner <[allison@mountainwildwitchery.com](mailto:allison@mountainwildwitchery.com)>  
**Subject: Re: Cessation of Commercial Activities on Serene Lakes Effective Immediately**  
**Date:** June 7, 2021 at 8:12:40 AM PDT  
**To:** Paul Schultz <[pschultz@slcwg.org](mailto:pschultz@slcwg.org)>  
**Cc:** Dan Stockton <[dstockton@slcwg.org](mailto:dstockton@slcwg.org)>, [jharvey@slcwg.org](mailto:jharvey@slcwg.org), [kheald@slcwg.org](mailto:kheald@slcwg.org),  
[mlindquist@slcwg.org](mailto:mlindquist@slcwg.org), [bmccormick@slcwg.org](mailto:bmccormick@slcwg.org)

Dear Paul,

I received your voicemail and your email. I do not intend to dispute your decision but I am writing you this letter because you need to know what you did was wrong. Yes, of course, I would argue that you made the wrong decision, but that is, of course, up for discussion. Or it could have been, had you handled this differently. No, the issue I have is the way in which you handled making this decision.

Believe it or not, before I was a yoga teacher I was an intelligence analyst for the U.S. military. And in keeping that office I swore to protect and defend the constitution on behalf of all Americans, not just the ones I liked or had good relationships with. Republican and Democrat, white or black – I kept all U.S. service members safe, regardless of my personal affiliation with them.

In the office you hold you are responsible, of course, for the safety of our drinking water, but you are also responsible to the needs of all rate payers, not just the ones who have your direct contact information.

Upon announcing the cancellation of classes, I've had neighbors reach out to me directly, asking if they could contact you and request an appeal of your decision. What do I say to them? There is no point. The decision has already been made. Without their voices being heard.

As best I can tell, and forgive me if the details are a bit fuzzy because I did not hear any of this from you directly, someone allegedly complained, a private meeting was held, and a decision was made. From my vantage point, it appears that someone's voice is much more important than the rest of us.

Had I been given the opportunity, I would have shared my plan to only offer classes to homeowners, which would have alleviated any concerns about overcrowding. Had I been given the opportunity, I would have shared the stories of neighbors who have struggled with depression and anxiety and were looking forward to these classes as a way to cope after a very, very stressful year. Had I been given the opportunity, I would have reminded you that these classes are one of the few community activities that exists on the Summit. For some of us, there aren't Bay Area houses to return to, no Bay Area friends to connect with. I live here. Not anywhere else. And, at least for a little bit, I believed this neighborhood belonged to me too.

In the end, only you will know if you upheld your office with integrity, but I would encourage you to reflect on your behavior and, perhaps, learn from it. I would also ask for you to thoughtfully consider the way in which you communicated your decision to me. Did you treat me like a human being? Or a criminal? These are some things that I invite you to reflect upon moving forward.

Regards,  
Allison Wagner

**From:** Paul Schultz <[pschultz@slcwd.org](mailto:pschultz@slcwd.org)>

**Subject:** Cessation of Commercial Activities on Serene Lakes Effective Immediately

**Date:** June 4, 2021 at 12:24:10 PM PDT

**To:** [allison@mountainwildwitchery.com](mailto:allison@mountainwildwitchery.com)

**Cc:** Anna Nickerson <[anickerson@slcwd.org](mailto:anickerson@slcwd.org)>, "Jeffrey A. Mitchell" <[jmitchell@kmtg.com](mailto:jmitchell@kmtg.com)>, Dan Stockton <[dstockton@slcwd.org](mailto:dstockton@slcwd.org)>

Ms. Wagner,

Please cease providing SUP Yoga classes, paddle & meditation classes and all other commercial activities, recreational or otherwise, at or on Serene Lakes, Placer County, CA, effective immediately.

Serene Lakes, also known as Ice Lakes, is the property of the Sierra Lakes County Water District (District), a political subdivision of the State of California (State). One of the statutory limitations imposed upon the District by the State is that the District NOT provide recreational opportunities or facilities to the public. In addition, District ordinances specifically prohibit commercial activities of any kind on the lake or on District property without the prior and specific written consent of the District Board of Directors. The Board did not grant you permission for these activities at their April 9, 2021 Board of Directors' meeting. The Board of Directors has never allowed commercial activities of any kind at Serene Lakes.

These limitations and prohibitions help to protect the water quality of Ice lakes, the drinking water source for Serene Lakes, by limiting lake access and surrounding land use to property owners, their guests, and private individuals only.

Again, please cease providing providing SUP Yoga classes, paddle & meditation classes and all other commercial recreational activities at or on Serene Lakes, Placer County, CA, effective immediately.

If you have any questions or need clarification, please don't hesitate to call me at the number listed below. Your compliance is appreciated.

Sincerely

Paul A. Schultz, PE  
General Manager, Sierra Lakes County Water District  
(530) 426-7800

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MEMORANDUM

**To:** Honorable Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** May 2021 General Manager's Report  
**Date:** June 3, 2021

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**Donner Summit Public Utility District (DSPUD) Wastewater Treatment Plant**

There were no permit violations during the month of May 2021 and the wastewater treatment plant is operating as designed. Treated tertiary effluent is currently being disposed of by direct discharge to the South Fork of the Yuba River with a switch over to spray irrigation on the Soda Springs ski hill once a repair to the on-hill irrigation piping is made. DSPUD has received approval of their new National Pollutant Discharge Elimination System (NPDES) permit at the May 2021 Central Valley Regional Water Quality Control Board meeting. The permit requires three modest changes to processes and procedures and should have little to no impact on plant operating expenses.

**Lake, Land and Facilities Management:**

The Lake Management Committee met several times in May to complete the review and draft revisions to the District's Lake Management Plan. A progress report will be presented as Old Business item VIII. B by Directors Harvey and McCormick at the June 11, 2021, District Board of Directors' meeting.

A review and update of the District's Policies and Procedures Manual is nearly complete. The General Manager has solicited comments from the District Board of Directors and a discussion of the Board's comments and concerns will be presented as Old Business item VIII.C by the General Manager with support from District Counsel at the June 11, 2021, District Board of Directors' meeting.

The proposed Operations and Capital Improvements budgets are complete. The budgets are ready for adoption and will be presented as Old Business item VIII.D by the General Manager and Financial Consultant at the June 11, 2021, District Board of Directors' meeting.

The General Manager has negotiated five separate Engineering Services contracts with Farr-West Engineering of Reno, NV for the design, bidding assistance, construction contract administration, and construction observation for a portion of the District's FY 2021-2022 and FY 2022-2023 Capital Improvement Plan. The proposed contracts, including individual engineering project scopes and fees will be presented as Old Business item VIII.E by the General Manager and Matthew Van Dyne and Matthew Schultz of Farr-West Engineering at the June 11, 2021, District Board of Directors' meeting.

Control and operational improvements to the Filter Plant have been completed and the plant is now capable of running in a fully automated mode if necessary. The General Manager has asked Great Basin Controls to prepare a proposal for the full replacement of the entire circa 1980

electromechanical Filter Plant Control Panel (PLCs and HMI) and relocate the panel out of the harsh environment where it is currently housed. Monies to perform this work are included in the FY 2021-2022 District Capital Budget and a contract for the work will be presented as Old Business item VIII.F by the General Manager.

The General Manager has vetted the qualifications of three Information Technology firms to assist the District with upgrades to our telephonic, internet and local area network infrastructure and then met with representatives of Broadvoice, Airespring, and Logically (formerly IQ Solutions), to develop the appropriate scopes and fees for these upgrades. The proposed contracts for this work will be presented as Old Business Items VIII.G, H, and I by the General Manager at the June 11, 2021, Board of Directors' meeting.

The General Manager met with John Svahn of the Truckee Donner Land Trust (TDLT) to further advance discussions related the purchase of the Ice Lakes Dam, the approach channel (Serena Creek) and the land where these improvements sit. As of the date of this report, the appropriate TDLT committee and the TDLT Board have not formally heard this item, but discussions with the Executive Director and staff indicate that that TDLT is fully on board with making the transfer. As was mentioned at last month's Board of Directors' meeting, that because the original acquisition of the subject property by TDLT included public funds, some additional tasks will need to be completed before a transfer of the property can take place. The General Manager is currently in contact negotiations with the land survey firm who originally assisted TDLT and SLCWD with the transfer of the lakes to prepare the necessary documentation in support of the lot line adjustment necessary for the dam and channel land transfer.

The District received notice that we were successful in obtaining a PCWA FAP Grant for \$50,000 towards the completion of the Contemporary Water Quality Assessment of Serene Lakes.

### **Regulatory Issues:**

With the anticipated lifting of most the Covid-19 restrictions throughout California, Governor Newsom has provided some clarification about teleconferencing of meetings performed by Boards of political subdivisions of the State of California (see the attached letter following this report). The June 15<sup>th</sup> date identified by the Governor for "reopening" will apparently not end the teleconference meeting portions of his previously issued Executive Orders. So, it looks as though the Governor is going to provide for a gradual transition, with notice, back to "normal" Brown Act procedures.

On April 21, 2021 Governor Newsom declared a drought emergency for all 58 counties in California for the 2021 water year, but no mandatory water cutbacks have been issued yet. Governor Newsom says it isn't necessary to order residents to reduce consumption as California is a little more prepared this year than in previous drought years. The State's Natural Resources Agency said that another mandatory cutback is "on the table" if California goes through a third straight winter with below-normal rain and snow. Sierra Lakes County Water District has plenty of supply for this year, but our treatment plant capacity will limit the total volume of water that can be delivered to customers. The new arsenic filter for Well 01 will likely be installed in late June or early July and will allow the District to augment its supply and delivery capabilities on days with peaking demands.

An audit of the District's Residential Heating Oil Storage Tank Management Program was performed in May 2021 to assess program status and gauge ongoing compliance. Seven underground tanks and ten above ground tank were originally identified within District boundaries in 2017. Records indicate that of the seven underground tanks, three have been either removed or appropriately abandoned in-place, one tank is still in service, and three tanks are in an unknown status. Of the ten above ground tanks, three have been removed and the balance are still in-service. Only one of the in-service above ground tanks has been upgraded to include the required secondary containment piping. The District does not require integrity testing for above ground tanks. It is the General Manager's intent to reach out to each of the subject property owners individually by mail and by telephone to help them to achieve compliance with the District's program through proper upgrade, testing and reporting.

The District once again reported no Sanitary Sewer Overflows (SSOs) to the Regional Water Quality Control Board for the month of May 2021.

The District's annual Consumer Confidence Report was prepared in May and submitted to the California Division of Drinking Water. A copy of the report will be available on-line and mailed to ratepayers with our next utility billing.

The District's annual Water Rights Report and annual Report of Water Diversions was prepared and submitted to the California Department of Water Resources in May as well.

### **Operations Issues:**

Overall water demand was down again primarily due to the operations crews' aggressive leak detection and correction program. Nealy all of the leaks identified in May 2021 were due to faulty Stop & Drain valves or leaky plumbing fixtures. The crew helps customers find and correct the leaks themselves in most cases. May sewer flows are down when compared to historical flows. Average daily water and sewer flows (gallons/day) for May 2021 were 44,034 and 79,840 respectively as compared to 50,388 and 82,334 in April 2021. Water use was 16,495 gallons/day less than the (2016-2020) five-year average and sewer flow was 10,356 gallons/day less than the (2016-2020) five-year average. The District's share of the flow through the DSPUD wastewater treatment plant for May 2021 was 40.6%. The District's share in April 2021 was 30.0%.

#### Attachments:

- May 2021 Daily Water/Sewer Flows
- 2016-2020 Sewer/Water Flows Comparison through May 2021

**SIERRA LAKES COUNTY WATER DISTRICT  
SEWER & TREATED WATER TOTALS**

Month: May Year: 2021

DATE	DAY	SEWER TOTALS		TREATED WATER TOTALS				REMARKS
		SEWER FLOW	FLOW METER	GALLONS WATER PUMPED	GALLONS WATER USED	BACKWASH GALLONS	*COMBINED TANK TOTAL GALS.	
1	S	95,108	65787784	0	41,146	0	662,516	
2	S	86,848		0	39,950	0	621,370	
3	M	86,014		75,968	39,212	5,156	581,420	
4	T	93,262		112,348	55,943	6,460	618,176	
5	W	88,460		61,780	36,645	3,180	674,581	
6	T	103,004		44,084	43,887	3,360	699,716	
7	F	96,336		46,036	37,062	3,240	699,912	
8	S	82,128		0	48,008	0	708,886	
9	S	84,266		0	45,554	0	660,878	
10	M	86,174		88,460	49,324	6,366	615,324	
11	T	86,766		102,764	37,356	7,198	654,460	
12	W	80,748		38,300	50,646	3,720	719,868	
13	T	78,286		66,044	43,441	3,172	707,523	
14	F	77,220		0	39,533	0	730,125	
15	S	79,788		0	44,260	0	690,592	
16	S	79,662		0	42,360	0	646,331	
17	M	77,000		88,468	35,978	7,286	603,972	
18	T	71,192		63,068	30,746	3,568	656,462	
19	W	67,466		55,700	31,960	3,138	688,784	
20	T	70,776		36,096	31,460	3,471	712,524	
21	F	62,488		38,624	50,517	6,853	717,160	
22	S	46,984		0	42,603	0	705,267	
23	S	83,450		0	43,694	0	662,664	
24	M	71,870		101,452	37,933	6,855	618,970	
25	T	66,472		60,660	36,823	3,473	682,489	
26	W	77,600		67,868	63,042	13,570	706,334	Backwash ABC
27	T	65,552		44,040	50,951	3,265	711,161	
28	F	70,944		57,584	59,766	3,116	704,250	
29	S	85,584		0	76,558	0	702,069	
30	S	93,168		0	84,813	0	625,511	
31	M	80,416		115,724	72,969	3,186	540,699	
<b>Total</b>		<b>2,475,032</b>	<b>2,475,032</b>	<b>1,365,068</b>	<b>1,444,140</b>	<b>99,633</b>		
<b>Average</b>		<b>79,840</b>	<b>79,840</b>	<b>44,034</b>	<b>46,585</b>	<b>3,214</b>	<b>668,709</b>	
<b>Max</b>		<b>103,004</b>		<b>115,724</b>	<b>84,813</b>	<b>13,570</b>	<b>730,125</b>	

\* Max. combined capacity of both tanks is 744,380 gals.

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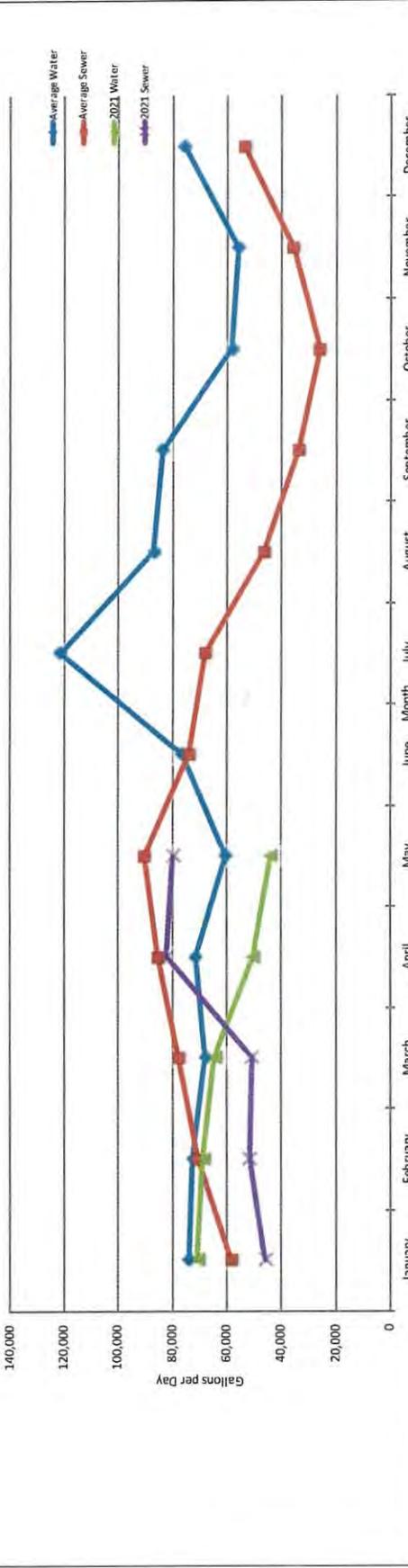
Month Data

**68262816**

**Sierra Lakes County Water District**  
Daily Average Water and Sewer Flows

Month	2016		2017		2018		2019		2020		2021		2016-2020		2021			
	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Average Water	Average Sewer	Average Difference	2021 Water	2021 Sewer	2021 Difference
January	72,428	67,169	82,724	78,915	57,934	56,074	87,880	44,329	68,997	44,891	70,966	46,080	73,993	58,276	15,717	70,966	46,080	24,886
February	69,691	86,523	84,728	102,596	62,653	53,318	78,934	63,383	67,323	47,084	68,819	51,694	72,662	70,581	2,081	68,819	51,694	17,125
March	64,613	100,429	80,671	89,737	64,510	83,232	70,562	65,446	59,198	49,998	64,655	50,953	67,911	77,768	-9,858	64,655	50,953	13,702
April	52,789	97,536	104,155	95,125	54,942	86,645	72,242	109,987	73,847	37,486	50,388	82,334	71,595	85,356	-13,761	50,388	82,334	-31,946
May	50,414	83,506	82,594	103,648	41,219	61,763	66,385	109,177	62,032	92,887	44,034	79,840	60,529	90,196	-29,667	44,034	79,840	-35,806
June	74,707	62,327	85,112	81,067	67,307	50,652	60,743	99,969	95,511	75,912			76,676	73,985	2,691			
July	116,675	64,330	127,908	72,376	116,880	55,680	93,686	71,372	151,255	75,810			121,281	67,914	53,367			
August	98,230	36,878	90,608	48,019	100,235	42,146	81,780	43,117	138,639	61,675			87,041	46,367	40,674			
September	89,459	30,429	69,713	33,765	96,910	30,430	57,667	28,795	104,835	45,396			83,717	33,763	49,954			
October	59,326	30,750	44,687	20,983	66,956	22,980	42,107	19,533	77,783	35,611			58,172	25,971	32,200			
November	63,787	47,484	43,994	44,725	57,518	28,357	50,036	23,536	64,354	34,626			55,938	35,746	20,192			
December	106,789	85,423	57,662	46,212	82,744	44,796	66,010	47,714	65,759	44,139			75,793	53,657	22,136			

Average Daily 2016-2020 Water and Sewer Flows vs. 2021 Flows





OFFICE OF THE GOVERNOR

June 2, 2021

**VIA EMAIL**

Graham Knaus, Executive Director  
CA State Assoc. of Counties  
[gknaus@counties.org](mailto:gknaus@counties.org)

Jean Kinney Hurst, Legislative Advocate  
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League of CA Cities  
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RE: Transition Period Prior to Repeal of COVID-related Executive Orders

Dear Mr. Knaus, Ms. Miller, Ms. Hurst, Ms. Preston, Ms. Heaton, Ms. King, Ms. Coleman,  
Ms. Blacet-Hyden, Mr. McCormick, Mr. Anderson, and colleagues,

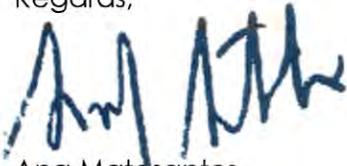
Thank you for your correspondence of May 18, 2021, inquiring what impact the  
anticipated June 15 termination of the Blueprint for a Safer Economy will have on  
Executive Order N-29-20, which provided flexibility to state and local agencies and  
boards to conduct their business through virtual public meetings during the COVID-19  
pandemic.

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Please be assured that this Executive Order Provision will not terminate on June 15 when the Blueprint is scheduled to terminate. While the Governor intends to terminate COVID-19 executive orders at the earliest possible date at which conditions warrant, consistent with the Emergency Services Act, the Governor recognizes the importance of an orderly return to the ordinary conduct of public meetings of state and local agencies and boards. To this end, the Governor's office will work to provide notice to affected stakeholders in advance of rescission of this provision to provide state and local agencies and boards time necessary to meet statutory and logistical requirements. Until a further order issues, all entities may continue to rely on N-29-20.

We appreciate your partnership throughout the pandemic.

Regards,

A handwritten signature in blue ink, appearing to read 'Ana Matasantos', written in a cursive style.

Ana Matasantos  
Cabinet Secretary

**MINUTES OF THE REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF  
SIERRA LAKES COUNTY WATER DISTRICT**

**Date:** Friday May 14, 2021 / **Time:** 6:00 p.m. / **Place:** 7305 Short Road, Serene Lakes, CA

The meeting was teleconferenced as provided by Governor Newsom’s Executive Order N-25-20 (“Executive Order”), declared on March 12, 2020. The Executive Order temporarily granted state and local agencies certain powers to aid in the implementation of social distancing measures recommended by state and local public health officials that suspended certain Brown Act requirements.

**I. Open Meeting:**

Roll Call: No Directors were in attendance at the Sierra Lakes Boardroom

Directors in attendance by teleconference:

Director Dan Stockton  
Director Bob McCormick (joined the meeting at 6:10pm)  
Director Karen Heald  
Director Michael Lindquist  
Director Jon Harvey

Staff members present: Anna Nickerson, Financial Consultant

Staff present by phone: Paul Schultz P.E. Inc., General Manager  
Jeffrey Mitchell, District Counsel

Guests present by Zoom: Dennis Fisco  
Tom Burns  
James Jenkins  
Dick Simpson  
Alice Mansell

Minute Recorder: Anna Nickerson, Financial Consultant

**II. Public Forum:** An opportunity for members of the public to address the Board on items that were not on the agenda. There were no comments

**III. Approve Agenda:** The agenda was presented to the Board for approval.

**A motion was made by Director Heald and seconded by Director Lindquist to approve the agenda.** The motion passed by a rollcall vote: Directors Stockton, Heald, Lindquist and Harvey. Director McCormick was not present at the time of the vote.

**IV. Public Comments:** An opportunity for the Board to consider comments received from the public after the agenda was posted, regarding items on the agenda. Mrs. Nickerson reported no comments were received.

**V. Operations:** Paul Schultz P.E. Inc., General Manager, presented his operations report to the Board for consideration and possible action. Mr. Schultz reported the following:

- DSPUD was still waiting for approval of the NPDES Permit from the Central Valley Regional Water Quality Control Board. DSPUD expected to receive approval in June 2021.
- He spoke with Truckee Donner Land Trust representatives about advancing the District's request to obtain the dam and channel properties. The Land Trust had not had any meetings to discuss the request but staff had started working on the necessary paperwork to meet State requirements. Mr. Burns asked about the relationship of the dam and channel properties to the Ice Lakes Lodge property. Mr. Schultz said there would be a small lot line adjustment because more parking lot was included in the channel property. The lot lined would be moved from the parking lot into the channel lot.
- He met with two IT firms and another firm that was a wholesaler of internet and voice services. The change to the new system is expected to occur in the next month or so.
- There were no overflows in the month of April.
- The report on diesel generator use was submitted to the County.
- The control and operational improvements at the filter plant were completed and Great Basin provided a proposal to change out the old mechanical electrical relay system that controls the filter plant to a modern, upgradable, human interface panel. The proposal will be presented to the Board at the June 2021 board meeting. Director Stockton asked about the systems in place to protect the District's processes from being hacked. Mr. Schultz said he would not discuss the deficiencies but that the system was not the best. However, there was a two-party authorization system in place keeping the water system and sewer pumping system safe.
- Water demand was down but sewer flows were up. He attributed the sewer flows to I&I.
- Currently the District was running on one full-time employee and one seasonal employee; two full-time employees were out due to illness and an injury. Provisions were made to have an operations management company come in with a couple of people if needed. Director Lindquist confirmed that Matthew Schultz, one of the of the people on the list, was not related to Paul Schultz.

**VI. Consent Items Calendar:** The Consent Items Calendar was presented to the Board for action. The Consent Items Calendar included the minutes from the April 9, 2021, Regular Meeting; April 2021 Check Register; financial reports for the month ending April 30, 2021; and Disbursements for Board Approval.

**A motion was made by Director Lindquist and seconded by Director McCormick to approve the Consent Items Calendar.** The motion passed by a unanimous rollcall vote: Directors Stockton, McCormick, Heald, Lindquist and Harvey.

**VII. New Business:**

A. An application for a new dock at 4254 Lake Dr. was presented to the Board, by David Tom for, consideration and possible action. Mr. Schultz said there were two applications for new docks. Both proposed docks complied with the new guidelines. The first dock was modest and the second dock was a little more elaborate; it included a raised walkway over the fragile riparian area. He recommended approval of both docks.

Director Lindquist confirmed that Mr. Schultz reviewed and approved the design and materials of the walkway and that both met the District's guidelines. Mr. Schultz said he actually suggested the design and materials.

Director McCormick said he was having trouble with the drawing of the second dock. He asked about the positioning of the dock to the water line. Mr. Schultz said the new guidelines proposed that the General Manager would make a determination as to where the dock would begin. He also said the determination would be made at the time of construction and that the current drawing showed the placement of the dock between the low and high waterlines.

Director Harvey asked if the new guidelines had been approved, would either of the docks have come before the Board? Mr. Schultz said no, both docks were well within the proposed guidelines.

Director Heald asked how long the riparian cover would need to be and where he guessed the dock would be placed? Mr. Schultz said he had not visited the area this season but his recollection was that the walkway would be about 15 feet over the soft ground. Mr. Jenkins said he guessed the walkway would need to be 12 to 15 feet and anticipated walking the area with Mr. Schultz before construction.

Director Lindquist said the drawing showed that the walkway would go past the high-water mark and that was what he had to go on. He said, from his perspective, it was clear that the dock would start at the high-water mark. He also said the drawing was inconsistent with what was agreed to in the Ordinance. Mr. Schultz said the dock would start at what would be the dam crest and that the high-water mark was above that and the low water mark was below that. He said the drawing was consistent with the planned Ordinance.

Director Heald said she thought gauging the dock from the high-water mark not necessarily the same as from the dam crest. Mr. Schultz said the dam crest was measurable but the high-water mark changes from year to year. He said using the dam crest was enforceable because the high-water mark was undefined.

Director McCormick said he wanted make sure that the record showed that the Board was approving the placement of the dock at the dam crest.

**A motion was made by Director Harvey and seconded by Director McCormick to approve the dock listed as Item A. The motion passed by a unanimous rollcall vote: Directors Stockton, McCormick, Heald, Lindquist and Harvey.**

B. An application for a new dock at 5497 Hemlock Dr. was presented to the Board, by James Jenkins, for consideration and possible action. The dock was discussed prior to the previous motion.

**A motion was made by Director McCormick and seconded by Director Heald to approve the dock with the understanding that the front of the dock would be set at the dam crest elevation. The motion passed by a unanimous rollcall vote: Directors Stockton, McCormick, Heald, Lindquist and Harvey.**

C. Engineering Service Contracts with Farr West Engineering were presented to the Board by Paul Schultz P.E. Inc. for consideration and possible action. Mr. Schultz said the projects had been included in the District's Capital Improvement Program and that they were originally identified by the previous General Manager. He said he refined the projects based on additional information obtained through discovery and investigations. He reviewed the qualifications of several engineering firms and entered into negotiations with Farr West Engineering for engineering and design services for the five major projects. Mr. Schultz said, subsequent to preparing the board item, he was able to negotiate the engineering fees downward and refined the estimated construction costs for the projects. He said the costs of the projects included in the proposed budget, to be discussed later in the meeting, included a 20% contingency on all design work and construction costs.

Mr. Schultz said the District currently had over \$3,000,000 in the Placer County Treasury Fund to fund the work. He also said the District would have about \$700,000 being returned to reserves at the end of the fiscal year, making it possible to execute both the 2021/2022 and 2022/2023 proposed capital improvement projects. Mr. Schultz said he had hoped to have contracts for the Board's approval but the District Counsel's review determined that the terms in the contracts did not meet District standards. He said regardless of the terms, the scopes and fees were firm.

Mr. Schultz asked the Board to approve the scopes and fees and to direct him to return contracts to be executed by the Board President in June. He summarized that all of the design work would be completed in 2021/2022 and the construction of items 1 and 2 would be completed in 2021/2022. He also said the force main replacement project and lower Lake Drive gravity sewer project could be completed in 2021/2022 but because the projects would not be completed until too late in the season to complete the asphalt patchwork, he was pushing the projects out to the 2022/2023 construction season along with the sewer pump station project.

Director Lindquist said there was a lot of information to review and he only had four days to review it. He said he was struggling with approving \$1,500,000 worth of work with very little time to review. Mr. Schultz said the work had been on the capital improvements plan for years just never acted on. He said he negotiated excellent rates and the level of effort was appropriate for the work to be done and did not think there was a lot to be reviewed.

Director Lindquist said Mr. Schultz stated that the projects had been approved but the Board had not approved the budget yet. He said the rate payor's money was sitting in the bank and the Board was being asked to use some of the money to fund the proposed projects before approval of the budget, that was further down on the agenda. Director Lindquist also said it would have been helpful to have information showing how much money was in the bank and how much money was going to be spent each year on the projects. He said he was struggling with the magnitude of the proposed work and that it snuck up on him a little bit. He wanted to hear what the rest of the Board thought.

Mr. Schultz said he too would like to hear what the other Board members had to say. He said he looked at previous Capital Improvement Budgets, going back to two years before he started at the District, and all the projects were on the previous budgets.

Director Lindquist said it was his understanding that Mr. Schultz was asking for approval of the scopes of work and that contracts would be brought back to the Board for approval and execution by the Board President at the next meeting. Mr. Schultz said the contracts would be approved by District Counsel as to form, the fees were included in the presented materials, and the contracts could be executed after the next meeting. However, if the Board wanted to approve the contracts before, the engineering firm could begin work sooner.

Director Lindquist said, when he added up the numbers it was \$1,500,000 in 2021/2022, \$1,600,000 in 2022/2023 and \$2,500,000 over the next three years after that. Mr. Schultz said the out-year projects were not budgeted yet; the budget was only for the next two years of projects. Director Lindquist then said the next two years would use up all the reserves. Mr. Schultz said he estimated at the end of two years there should still be \$1,000,000 in reserves. He said an estimated \$700,000 would be returned to reserves at the end of 2020/2021 and that all the projects included a 20% contingency that would not be used.

Mr. Simpson said when the Board reviews the annual budget, in addition to the operating expenses, there's always a page on the capital programs.

Director Harvey said it would be useful to have memorandum summarizing the information and what the Board is being asked to approve. When asked, Mr. Schultz said he was asking the Board to approve the scopes and fees that were presented.

Director Heald said the Board received a lot of data pertaining to the scopes and fees and that the capital improvement projects had been in front of the Board for a long time. However, she said her concern was that she only had four days to look at everything that was negotiated. She said it wasn't that the projects were a surprise, the surprise was the details for the projects that the Board was given to review. She also said it would have been very beneficial to see the impact on reserves.

Mr. Schultz said he agreed and that the way the agenda was setup made it hard. The contracts were New Business and the Budget was Old Business because it was previously discussed. He said it would have been better to present the contracts after the budget. He also

said the 55 pages of detail was to keep the Board informed, it what was not to just give the price tag.

Director McCormick said there was a lot of information to absorb.

Director Stockton said he felt the Board was trying to micromanage Mr. Schultz's job. He said from his point of view, Mr. Schultz should be able to proceed with the work unless a Board member had urgent considerations about the actual details of the projects. He asked the Board for input and said he would like to move the item along.

Director McCormick asked if the Board would be voting on this item again when they review the budget. Mr. Schultz said the Board would review and vote on the Budget but the current item was to vote on specific contracts.

Mr. Mitchell said part of the issue was that the 2021/2022 budget contained the proposed projects. He said the lead into budget approval sometimes includes a discussion of the projects to be approved as part of the budget, followed by the actual approval of the project. He then confirmed that Mr. Schultz was asking for approval of the design work, not the actual project.

Director Harvey asked if any of the Board members had the individual services contracts in front of them. Mr. Schultz said no one had contracts. Mr. Mitchell said a template for a professional services contract, previously used by the District, would be used. He also said the Board could approve the contracts based on what was on the agenda. The item "Engineering Services Contract for consideration and possible action" was a legal and sufficient agenda description to allow approval of the contracts.

Director McCormick said he would look to Director Stockton for direction based on his experience and that he felt approving the contracts seemed out of line. Director Stockton said it was not out of line because the District had a lot of equipment that was falling apart and that it needed to be fixed now. He said it was money that needed to be spent so the District could continue to provide services to their customers.

Mr. Fisco said it seemed there were two action items based on the conversation. One was for the Board to approve the scope of the design contracts, per Mr. Mitchell's standard contract, and contracts for the construction that would come later. The second was the capital budget. He said in his business a five-year rolling capital budget was used to show funds coming in and funds going out. He suggested that the Mr. Schultz include an annual rolling budget, tracking inflows and outflows, for the Capital Budget.

Director Lindquist said he was more comfortable with approving the scope and fees for the design work and that the Board would have an opportunity to approve the actual project after the design was complete. He also appreciated the fact that the construction season was quickly approaching.

Director Heald said if the scope and fees were clearly in the General Manager's purview, she would just assume not see the details. She also said, based on what Directors Stockton and

Lindquist and Mr. Schultz said, she was fine with moving forward. However, she would like to see the inflows and outflows of the District's cash reserves on a five-year projection.

Director Lindquist said he would prefer to see final contracts before approval but was deviating from that this time because he agreed with the scopes of work.

**A motion was made by Director Heald and seconded by Director McCormick to authorize the Board President to enter into five contracts with Farr West Engineering not to exceed the contract amounts set forth in the staff report subject to approval of the contract form by Mr. Mitchell, District Counsel.** The motion passed by a unanimous rollcall vote: Directors Stockton, McCormick, Heald, Lindquist and Harvey.

D. A proposal for the LRAD Early Warning System in Serene Lakes was presented to the Board by Tom Burns, resident, for consideration and possible action. Mr. Burns said there was a lot of work that needed to be done in order to improve the security of Serene Lakes in regard to fire danger or other problems that might occur. He said he wanted to raise the issue and make sure whatever was done was done in the most efficient way possible.

Mr. Fisco said a small committee had been working on raising the funds, through commitments, and that there would be a demonstration of the system in Serene Lakes to give homeowners an opportunity to see how the system worked and to ask questions. He said to date, \$110,000 of the \$240,000 goal had been raised and that if every property owner in Serene Lakes contributed \$300, the goal would be reached. He also said there was still work to be done to figure out how to fund the \$15,000 annual cost. He asked if the Board would consider contributing to the cost of the system. He also asked if the Board would consider covering the \$15,000 annual maintenance and testing cost. He thought it was imperative that the Water District get involved and endorse the project.

Director Lindquist said endorsing the project was different than supporting the project with rate payer money. He said he supported the idea of better emergency preparedness but was cautious about entangling the Water District into the program. He said the Water District's mission was public health and that emergency preparedness was generally under the Fire District or Placer County. He understood that the Water District was the de facto public agency but felt Placer County would be the better agency to spearhead the project.

Director McCormick said, because of the way the voting was run in the District, he was concerned that if the District engaged in too many services it could change the voting process. He also suggested that District Counsel look at the District's statutes to see if the service could be absorbed by the District. Director McCormick then said he agreed with Director Lindquist that the service fell more under Fire or Placer County. However, he was supportive of giving some financial support.

Director Heald said she agreed with Director Lindquist's concerns that the service was not in the District's purview but would like to proceed by having District Counsel look at the statutes as suggested by Director McCormick. She said, if District Counsel found a nexus, the nexus could be relayed to the Board at which time the Board could decide whether or not to go

forward and bring a proposal to the public. She said she absolutely supported an emergency notification system.

Director Heald said she understood from the proposal that the Water District would manage the system but Placer County would own it. Mr. Fisco said he wasn't sure who would own the system. Although he was leaning towards SLPOA owning the system, he felt Placer County would own the system based on the fact that only emergency personnel could put messages on the system.

Director Head said she spoke to administrative personnel in Mill Valley and fire personnel in the North Bay and was told that the system had software problems; the siren was clear but the audible was not. Mr. Fisco said he would follow up on that information. Director Heald said she wasn't aware of any better system but was interested in the problems the other agencies experienced.

Director Heald said, because the Fire Department rented the property across from the district office where the fire house was located, the Board would have to approve the placement of a pole on that property. She then asked if the poles were directional. Mr. Fisco said the poles were just a pole but that the sirens were directional and there could be several sirens on a pole, facing different directions.

Mr. Mitchell confirmed that the Board wanted to know if it could provide financial assistance or if the financial assistance would be considered a gift of public funds. He also said the proposed financing mechanism would be challenging for the Water District and felt that it would be better handled by the County as the Emergency Service Provider or the Fire District. Mr. Mitchell said he would look into the District's ability to contribute to the construction of the system and report back at the June meeting.

### **VIII. Old Business:**

A. The Lake Management Plan Review Committee presented an update to the Board for discussion and possible action. Director McCormick said the Committee was basically done with the portion of the ordinance pertaining to docks and piers; Attachment A. He said, based on the information submitted for the two dock requests, approved earlier in the meeting, he didn't feel a "check the box" form would be necessary. Mr. Schultz agreed. He said he felt the guidelines were clear and that a check list would not be necessary.

Director McCormick said the next issue was to address the use of District property, specifically the area between the lake front property owner's property line and the lake; also known as "the strip". He said the big question was whether the ordinance could be left the way it was and increase enforcement or clarify the rules to make it easier to follow and comply; making the rules less restrictive. He suggested providing more guidance in Section 30.05 for leaving boats on the strip such as, where, how and how many vessels could be stored on the shore; the current limit was one vessel. He also suggested that each property could have a two-boat seasonal storage limit.

Director Stockton said he thought the Committee could do a little more work to make the ordinance crystal clear, matching the Board's expectations for the required information submitted for a dock request.

Director Heald said she agreed with Director McCormick's recommendation to allow lake front property owners to leave two boats on the shoreline. She suggested that language requiring boats be stored off the ground be added. She also suggested that the "in residence" requirement be removed since none one would know if a homeowner was "in residence" or not. She said she felt two boats was reasonable and congruent. She also said the ordinance should clarify where boats could be stored. Finally, she said sending a letter, as suggested in Director McCormick's memorandum, might be a good way to clarify the issues that were found by Mr. Schultz during his 2020 inspection.

Director Heald said a change was needed to Section 42 C6 where it said "the use of District property" with the definitions of day use, short term and seasonal storage. She said the ordinance stated that day use was permitted at all access points that included seasonal storage. However, after the ordinance was codified, day use was removed from the Bales access point because of the amount of seasonal boat storage.

Director Heald said in the docks and piers section Item 8, fourth bullet, a change should be made to say "construction repair plans for review and approval should be submitted to the General Manager" instead of the District, as long as the repairs fell within the new guidelines. Otherwise, the plans would need to come to the Board. Director Lindquist said he requested it read "District" instead of the "Board" to reflect that the application was being submitted to a Government Agency. Director Heald accepted Director Lindquist reasoning.

Director McCormick said the Committee would present a fully revised version for Board review and asked for suggestion on how to disseminate the information to the public.

Mr. Simpson said in regard to having a form designed, he reminded the Board that he previously put together a "User Guide to Permitting". The design was done by a volunteer and only needed to be updated with the new wording. He said he agreed that a letter was a good idea as long as it could go out in the next month. He also said in Section 30.05, he would rather see people remove boats and personal property from the strip when homeowners were not actively using the items.

Director Lindquist said he was still thinking about the problem being solved and the District's goal of protecting the water quality. He asked if the Committee had received any feedback from the community about the aesthetics of storing property on the shoreline. Director McCormick said the feedback was more about the number of boats being left at the waterline. He said the goal was to provide clarity around the limits and ask homeowners to be respectful of the District's requirements. Director Lindquist said sending letters to property owners along the strip would be adequate to reinforce the rules.

Director McCormick said the Committee could draft a letter to the lakefront property owners. Director Lindquist said, if his name was going to be on the letter, he would like a

chance to read it first. However, Director Lindquist said before the letter could be sent, the Board would need to adopt the changes and that there was a process that needed to be followed.

Director Heald said she agreed that the Committee should bring the Ordinance, in its final form, to the June Meeting and send a letter to the lakefront owners after the changes were made.

B. Paul Schultz P.E. Inc. presented an update on the status of the District's Policies & Procedures review. Mr. Schultz said the Policies and Procedures were virtually complete and that he would be sending them out to the Board members for review and discussion at the June meeting with adoption at the July meeting.

C. The District's Draft 2021/20211 Operating Budget was presented to the Board for discussion and possible action. Mr. Schultz said minor changes were made to the Operating Budget that was presented at the April meeting based on year-to-year cost changes. He added the proposed capital improvement costs, including a 20% contingency on all projects. He said the Board could review the budget with adoption at the next meeting.

Director Lindquist said he was looking for increases and decreases from the previous budget. He said one thing that caught his eye was account 9044-03 Merchant fees; the fees paid for accepting debit and credit card payments online. He said \$36,000 was 1.5% of the budget but that he was very supportive of accepting payments through the website and had received positive feedback from the community. Mrs. Nickerson said more customers were utilizing the system with the addition of autopay and that the time spent collecting past due accounts had decreased.

The budget would be brought back to the June meeting for approval.

## **IX. Administration:**

A. A list of Follow-up Items from the April 9, 2021, Board meeting was presented to the Board for consideration and possible action. Mr. Schultz said he contacted Ms. Mansell and Mr. Dsord to let them know the Lake Intake Project report was available. Mrs. Nickerson reported that the Board's LAFCO vote was signed by President Stockton and forwarded to LAFCO. She also said she sent condolences baskets to Robert Johnson and Wade Freedle's families.

Director Heald asked Mr. Schultz to include an update on the fuel tank integrity testing program in his operating report. She also said it looked like it was going to be another drought year and asked if the Board wanted to discuss the item at the next meeting. Director Lindquist asked Mr. Schultz to contact the appropriate agency to determine the District's responsibilities in regard to droughts. He also said he was willing to hold a coloring contest at Lot 1 for Water Conservation posters.

B. A Status of Action Items list was presented to the Board for consideration and possible action.

- 1) AMR Data Collection – Meter installation continued. Data collection had begun.

- 2) District's Policies and Procedures – to be presented at the June meeting for review and possible action.
- 3) District's ownership of the Dam – Mr. Schultz contacted TDLT as reported earlier in the meeting. He was getting two estimates from land surveyors for the lot line adjustment.
- 4) Upcoming Metered Rates – no changes made. Mr. Schultz said the most useful information received from the system was leaking stopndrains.
- 5) Develop recommended method for providing customer access to their personal water use data – Mr. Schultz spoke with Badger meter and provide Director Lindquist information regarding user interface. The percent complete was increased to 20%.

**X. Adjournment**

**A motion was made by Director McCormick and seconded by Director Lindquist to adjourn the meeting.** The motion passed by a unanimous rollcall vote: Directors Stockton, McCormick, Heald and Lindquist. Director Harvey had already left the meeting.

The minutes were approved at the Regular Meeting held on June 11, 2021, as part of the Consent Items Calendar. A motion was made by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_ to approve the Consent Items Calendar. The motion passed by a unanimous rollcall vote: Directors

Sierra Lakes County Water District  
**Check Registers**  
 May 31, 2021

<b>1002 · DEMAND Account</b>		
<i>RECONCILIATION:</i>		
5/1/2021	Beginning Cash Balance	329,636.60
	Deposits	161,140.53
	Property Taxes/Assessments Received (Property Taxes \$192,612.72 - Assessments \$143,430.56)	336,043.28
	Deposit - Interest	1.54
	Assessments transferred to Assessment District	(143,430.56)
<i>DEMAND ACCOUNT DISBURSEMENTS:</i>		
5/31/2021	Ending Cash Balance	<u><u>514,832.45</u></u>
<b>1031 · GASB 45-OPEB Account</b>		
<i>RECONCILIATION:</i>		
5/1/2021	Beginning Cash Balance	163.13
	Deposit - Interest	-
	Funds Transferred To/From Investment Account	-
5/31/2021	Ending Cash Balance	<u><u>163.13</u></u>
<b>Placer County Treasurer's Fund</b>		
<i>RECONCILIATION:</i>		
5/1/2021	Beginning Cash Balance	3,000,646.75
	Deposit - Interest	559.64
	Funds Transferred To/From Investment Account	-
5/31/2021	Ending Cash Balance	<u><u>3,001,206.39</u></u>
<b>Local Area Investment Fund (LAIF)</b>		
<i>RECONCILIATION:</i>		
5/1/2021	Beginning Cash Balance	747,954.68
	Deposit - Interest	-
	Funds Transferred To/From Investment Account - Annual OPEB Funding	54,000.00
5/31/2021	Ending Cash Balance	<u><u>801,954.68</u></u>
<b>Assessment District 2011-01</b>		
<i>RECONCILIATION:</i>		
5/1/2021	Beginning Cash Balance	457,304.09
	Assessments Received	143,430.56
	Deposit - Interest	2.15
	Disbursements - USDA	-
5/31/2021	Ending Cash Balance	<u><u>600,736.80</u></u>

21

Sierra Lakes County Water District  
Check Registers  
May 31, 2021

Type	Date	Num	Name	Memo	Amount
<b>1002 - US Bank - Demand</b>					
Check	05/21/2021		Sierra Lakes County Water District	May 2021 Assessment Payments Received	(143,430.56)
Check	05/03/2021	050321	Sierra Lakes County Water District	Transfer to GASB 45 Account to be transferred to LAIF	(45,000.00)
Bill Pmt -Check	05/05/2021	7557	Donner Summit Public Utility District	May 2021 Wastewater Treatment Fees	(30,670.00)
Bill Pmt -Check	05/18/2021	051821	Paul A. Schultz, P.E. (Corp)	April 2021 Professional Fees	(20,150.00)
Check	05/04/2021	050421	Sierra Lakes County Water District	Transfer to GASB 45 Account to be transferred to LAIF	(9,000.00)
Bill Pmt -Check	05/05/2021	MED052021	Public Employees' Retirement System (Med)	Medical - 1347	(8,204.33)
Liability Check	05/03/2021		QuickBooks Payroll Service	Created by Payroll Service on 04/30/2021	(8,168.43)
Liability Check	05/17/2021		QuickBooks Payroll Service	Created by Payroll Service on 05/14/2021	(7,070.55)
Bill Pmt -Check	05/24/2021	052421	Anna M. Nickerson	Professional Fees 5/1/21 to 5/15/21	(4,928.00)
Bill Pmt -Check	05/24/2021	7573-7578	Pacific Gas & Electric	Electricity	(4,223.46)
Bill Pmt -Check	05/05/2021		Anna M. Nickerson	Professional Fees 4/16/21 to 4/30/21	(3,564.00)
Bill Pmt -Check	05/05/2021	7565	U.S. Bank (CC)	3 yr plan Website Fees \$2,128.99, QBooks, Membership, Hydrant, Gas \$272.11	(3,536.16)
Liability Check	05/05/2021	RET042021	Public Employees' Retirement System (Ret)	Retirement - 1347	(3,088.29)
Liability Check	05/14/2021	E-pay	Internal Revenue Service	PR Taxes: 94-1619513 QB Tracking # -11786846	(3,050.08)
Bill Pmt -Check	05/24/2021	7583	USA Blue Book	Double Wall Vertical Storage Tanks	(2,990.45)
Bill Pmt -Check	05/05/2021	7559	KWA Safety & HazMat Consultants, Inc.	Employee Safety Training	(2,400.00)
Bill Pmt -Check	05/24/2021	7571	Kronick Moskovitz Tiedemann & Girard	Legal Fees Apr 2021	(1,253.75)
Check	05/11/2021	33134	SWEENEY, PATRICK	20925 - Overpayment Reimbursement	(1,246.00)
Bill Pmt -Check	05/24/2021	7570	Great Basin Control Systems	Wiring/programming pH meter, SCADA, backwash	(925.00)
Bill Pmt -Check	05/24/2021	7568	AT&T	Telephone	(905.47)
Bill Pmt -Check	05/05/2021	7562	Pacific Gas & Electric	Electricity	(899.73)
Liability Check	05/18/2021		QuickBooks Payroll Service	Created by Payroll Service on 05/14/2021	(770.90)
Liability Check	05/14/2021	E-pay	Employment Development Department	PR Taxes: 499-0546-6 QB Tracking # -11804846	(728.70)
Bill Pmt -Check	05/24/2021	7572	New Leaders	GSuite Annual Fee	(720.00)
Bill Pmt -Check	05/05/2021	7566	USA Blue Book	Chlorine Reagent Set, ear plugs, gloves & respirators	(700.10)
Bill Pmt -Check	05/05/2021	7556	Badger Meter	Monthly Service Fee	(487.72)
Bill Pmt -Check	05/24/2021	7569	E and M Electric & Machinery, Inc.	SCADA Software Toolbox 1 yr subscription	(480.00)
Bill Pmt -Check	05/24/2021	7580	Suburban Propane	Propane - Short Rd	(472.66)
Bill Pmt -Check	05/05/2021	7558	Industrial Scientific	iNet Monthly Usage Fee w/AutoReplenish Plus	(394.34)
Bill Pmt -Check	05/05/2021	7563	Placer County Human Resources	May 2021 Dental/Vision Premium	(355.60)
Bill Pmt -Check	05/24/2021	7582	Tahoe Truckee Sierra Disposal Co., Inc.	Garbage	(302.92)
Check	05/03/2021		BluePay	Merchant Fees	(293.87)
Bill Pmt -Check	05/05/2021	7561	New Leaders	Website upgrades	(218.75)
General Journal	05/31/2021	0521-JK		J Krebill P/R Ded - Applied Water/Sewer Fees	(207.69)
Bill Pmt -Check	05/05/2021	7564	Summit Home Care	Office Cleaning	(200.00)
Liability Check	05/14/2021	E-pay	Internal Revenue Service	PR Taxes: 94-1619513 QB Tracking # 25807154	(173.70)
Bill Pmt -Check	05/05/2021	7567	Western Environmental Testing Laboratory	Filter Plant Testing	(124.10)
Bill Pmt -Check	05/24/2021	7585	Western Environmental Testing Laboratory	Filter Plant Testing	(122.50)
Bill Pmt -Check	05/05/2021	7560	Mountain Hardware	Towels, spray bottles, glass cleaner, sunscreen & misc tools & supplies	(113.26)
Bill Pmt -Check	05/24/2021	7579	Sierra Mountain Pipe & Supply	Stawwattles	(108.25)
Bill Pmt -Check	05/24/2021	7584	Verizon Wireless	Cell Phone & iPad	(70.87)
Bill Pmt -Check	05/24/2021	7581	Tahoe Forest Health System	M Marriner Random Testing	(69.50)
Check	05/14/2021	051421		Bank Service Charge	(66.16)



Sierra Lakes County Water District  
**Check Registers**  
 May 31, 2021

Type	Date	Num	Name	Memo	Amount
Check	05/07/2021	33133	CAPONE, RICHARD W	14075 - Overpayment Reimbursement	(62.30)
Liability Check	05/14/2021	E-pay	Employment Development Department	PR Taxes: 499-0546-6 QB Tracking # 25806154	(36.00)
Check	05/04/2021		QuickBooks Payroll Service	Created by Direct Deposit Service on 05/03/2021	(1.75)
Check	05/17/2021		QuickBooks Payroll Service	Created by Direct Deposit Service on 05/14/2021	(1.75)
Check	05/21/2021		QuickBooks Payroll Service	Created by Direct Deposit Service on 05/20/2021	(1.75)
Check	05/01/2021		BluePay	Merchant Fees	(0.10)
Paycheck	05/04/2021	DD854	Brian Lundgren	Direct Deposit: Pay Period Ending 4/30/21	-
Paycheck	05/04/2021	DD855	Jeffery D. Krebill	Direct Deposit: Pay Period Ending 4/30/21	-
Paycheck	05/04/2021	DD856	Matthew M Marriner	Direct Deposit: Pay Period Ending 4/30/21	-
Paycheck	05/04/2021	DD857	Patrick J Baird	Direct Deposit: Pay Period Ending 4/30/21	-
Paycheck	05/18/2021	DD858	Brian Lundgren	Direct Deposit: Pay Period Ending 5/31/21	-
Paycheck	05/18/2021	DD859	Jeffery D. Krebill	Direct Deposit: Pay Period Ending 5/31/21	-
Paycheck	05/18/2021	DD860	Patrick J Baird	Direct Deposit: Pay Period Ending 5/31/21	-
Paycheck	05/19/2021	DD861	Dan L Stockton {Salary}	Direct Deposit: 5/15/21 Board Meeting	-
Paycheck	05/19/2021	DD862	Jon Harvey {Salary}	Direct Deposit: 5/15/21 Board Meeting	-
Paycheck	05/19/2021	DD863	Karen Heald {Salary}	Direct Deposit: 5/15/21 Board Meeting	-
Paycheck	05/19/2021	DD864	Michael E Lindquist {Salary}	Direct Deposit: 5/15/21 Board Meeting	-
Paycheck	05/19/2021	DD865	Robert M McCormick {Salary}	Direct Deposit: 5/15/21 Board Meeting	-
Total 1002 - US Bank - Demand					(311,989.50)
<b>TOTAL</b>					<b>(311,989.50)</b>

**Sierra Lakes County Water District  
Director's Payroll Summary**

May 2021

	<u>Dan L Stockton {Salary}</u>	<u>Jon Harvey {Salary}</u>	<u>Karen Heald {Salary}</u>	<u>Michael E Lindquist {Salary}</u>	<u>Robert M McCormick {Salary}</u>	<u>TOTAL</u>
<b>Employee Wages, Taxes and Adjustme...</b>						
<b>Gross Pay</b>						
Salary Director	180.00	180.00	180.00	180.00	180.00	900.00
<b>Total Gross Pay</b>	<u>180.00</u>	<u>180.00</u>	<u>180.00</u>	<u>180.00</u>	<u>180.00</u>	<u>900.00</u>
<b>Adjusted Gross Pay</b>	180.00	180.00	180.00	180.00	180.00	900.00
<b>Taxes Withheld</b>						
Federal Withholding	-36.00	0.00	0.00	0.00	0.00	-36.00
Medicare (Employee)	-2.61	-2.61	-2.61	-2.61	-2.61	-13.05
Social Security (Employee)	-11.16	-11.16	-11.16	-11.16	-11.16	-55.80
State Withholding	-36.00	0.00	0.00	0.00	0.00	-36.00
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Taxes Withheld</b>	<u>-85.77</u>	<u>-13.77</u>	<u>-13.77</u>	<u>-13.77</u>	<u>-13.77</u>	<u>-140.85</u>
<b>Additions to Net Pay</b>						
Director Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Additions to Net Pay</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Net Pay</b>	<u><u>94.23</u></u>	<u><u>166.23</u></u>	<u><u>166.23</u></u>	<u><u>166.23</u></u>	<u><u>166.23</u></u>	<u><u>759.15</u></u>
<b>Employer Taxes and Contributions</b>						
Medicare (District)	2.61	2.61	2.61	2.61	2.61	13.05
Social Security (District)	11.16	11.16	11.16	11.16	11.16	55.80
<b>Total Employer Taxes and Contributions</b>	<u><u>13.77</u></u>	<u><u>13.77</u></u>	<u><u>13.77</u></u>	<u><u>13.77</u></u>	<u><u>13.77</u></u>	<u><u>68.85</u></u>

**Sierra Lakes County Water District**  
**Operating Budget-to-Actual**  
**Preliminary Year End**  
**Fiscal Year July 1, 2020 to June 30, 2021**

	<i>MONTH TO DATE</i>				<i>YEAR TO DATE</i>				<i>ANNUAL BUDGET</i>	
	Month End 5/31/21	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 20-21 Budget	% of Budget
<b><i>Water Sewer Revenues</i></b>										
8000-01 · Annual Water Fees	71,427	71,427	-	100%	785,697	785,697	-	100%	857,124	92%
8000-02 · Annual Sewer Fees	99,067	99,067	-	100%	1,089,740	1,089,740	-	100%	1,188,808	92%
8030 · Property Taxes	192,610	130,000	62,610	148%	482,188	400,000	82,188	121%	400,000	121%
8050 · Customer Late Fees	(88)	-	(88)	100%	7,853	7,500	353	105%	10,000	79%
8005 · Primary Facilities Fees - Sewer	15,600	-	15,600	100%	54,600	23,400	31,200	233%	23,400	233%
8006 · Primary Facilities Fees - Water	3,650	-	3,650	100%	12,775	5,475	7,300	233%	5,475	233%
8052 · GAPVAX Services	-	-	-	0%	-	-	-	0%	-	0%
8020 · Other Income	572	5,417	(4,845)	11%	20,448	59,584	(39,136)	34%	65,000	0%
<b>Total Revenues Received:</b>	<b>382,837</b>	<b>305,911</b>	<b>76,926</b>	<b>125%</b>	<b>2,453,301</b>	<b>2,371,396</b>	<b>81,905</b>	<b>103%</b>	<b>2,549,807</b>	<b>96%</b>
<b><i>Controllable Expenses:</i></b>										
<b><i>Salaries:</i></b>										
9001 · Director Salaries	900	1,685	785	53%	13,500	19,915	6,415	68%	21,600	63%
9003 · Maintenance Salaries				0%				0%		
9003-01 - Maint Hourly Regular	19,265	23,648	4,383	81%	261,721	260,127	(1,594)	101%	283,775	92%
9003-02 - Maint Overtime	771	918	147	84%	11,775	10,101	(1,674)	117%	11,020	107%
9003-03 - Maint Standby	2,300	2,197	(103)	105%	24,260	24,163	(97)	100%	26,360	92%
9003-00 - Maint Salaries - Other	-	-	-	0%	-	-	-	0%	-	0%
9003-04 - Labor Allocated to Projects	-	-	-	0%	(1,853)	-	1,853	100%	-	0%
<b>Total 9000 · Salaries</b>	<b>23,235</b>	<b>28,448</b>	<b>5,213</b>	<b>82%</b>	<b>309,402</b>	<b>314,306</b>	<b>4,903</b>	<b>98%</b>	<b>342,755</b>	<b>90%</b>
<b><i>Payroll Expense</i></b>										
9005 · Payroll Expense - SS & Medicare	1,777	2,185	408	81%	23,811	24,036	225	99%	26,221	91%
9007 · Payroll Expense- SUI & ETT	222	658	436	34%	1,022	3,292	2,269	31%	3,950	26%
9008 · Payroll Expense - Retirement	1,290	1,665	375	77%	22,967	18,318	(4,650)	125%	19,983	115%
9009 · Payroll Expense - Medical & D/V	8,560	10,487	1,927	82%	92,096	115,352	23,256	80%	125,838	73%
9010 · Payroll Expense - Workers' Comp	-	-	-	0%	12,668	10,425	(2,243)	122%	13,900	91%
<b>Total 9004 · Payroll Expense</b>	<b>11,850</b>	<b>14,995</b>	<b>3,146</b>	<b>79%</b>	<b>152,565</b>	<b>171,422</b>	<b>18,857</b>	<b>89%</b>	<b>189,892</b>	<b>80%</b>
<b><i>Indirect &amp; G&amp;A</i></b>										
9012 · Legal Expense:	1,254	3,000	1,746	42%	31,051	33,000	1,949	94%	36,000	86%
9013 · Audit Expense	-	-	-	0%	12,750	13,650	900	93%	13,650	93%
9014 · Fees & Penalties	283	125	(158)	226%	1,597	1,375	(222)	116%	1,500	106%
9016 · Directors' Expense	-	833	833	0%	868	9,166	8,298	9%	10,000	9%
9017 · Professional Fees - Operations	19,500	24,500	5,000	80%	218,930	269,500	50,570	81%	294,000	74%
9018 · Professional Fees - Office	8,580	11,440	2,860	75%	96,404	125,840	29,436	77%	137,280	70%
9018A · Academic Intern	-	4,165	4,165	0%	-	20,830	20,830	0%	25,000	0%
9019 · Staff Travel/Training	291	617	325	47%	9,171	6,783	(2,388)	135%	7,400	124%
9022 · Election Expense	-	-	-	0%	820	2,000	1,180	41%	2,000	41%
9023 · Insurance Expense	-	-	-	0%	14,162	19,000	4,838	75%	19,000	75%
9024 · Membership Expense	300	-	(300)	100%	11,179	12,000	821	93%	12,000	93%
9026 · Outside Services	200	274	74	73%	2,200	3,012	812	73%	3,286	67%
9028 · Telephone Expense	976	915	(61)	107%	10,077	10,080	3	100%	11,000	92%
9029 · Garbage/Hazmat Expense	303	350	47	87%	4,166	3,850	(316)	108%	5,000	83%

16

Sierra Lakes County Water District  
Operating Budget-to-Actual  
Preliminary Year End  
Fiscal Year July 1, 2020 to June 30, 2021

	MONTH TO DATE				YEAR TO DATE				ANNUAL BUDGET	
	Month End 5/31/21	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 20-21 Budget	% of Budget
9030 · Uniform Expense	-	169	169	0%	1,355	1,857	502	73%	2,025	67%
9034 · Propane Expense	473	1,500	1,027	32%	8,437	10,500	2,063	80%	10,700	79%
9036 · SCADA System Expense	480	-	(480)	100%	7,975	6,000	(1,975)	133%	6,000	133%
9037 · M&O Asset Mgmt Sys (Lucity)	-	-	-	0%	-	4,500	4,500	0%	4,500	0%
9040 · Office Expense	142	250	108	57%	861	2,750	1,889	31%	3,000	29%
9041 · Postage Expense	-	-	-	0%	1,210	1,500	290	81%	2,000	61%
9042 · Postage Meter Expense	262	325	63	81%	1,183	1,300	117	91%	1,300	91%
9043 · Copier & Fax Expense	-	-	-	0%	677	713	35	95%	950	71%
9044 · Computer Equipment & Service										
9044-01 · General Expense	848	266	(582)	319%	3,675	3,235	(440)	114%	3,500	105%
9044-02 · Website Design	-	-	-	0%	350	1,500	1,150	23%	2,000	18%
9044-03 · Merchant Fees	294	2,426	2,132	12%	27,715	26,683	(1,032)	104%	29,108	95%
<b>Total 9011 · Indirect &amp; G&amp;A</b>	<b>34,185</b>	<b>51,154</b>	<b>16,969</b>	<b>67%</b>	<b>466,812</b>	<b>590,623</b>	<b>123,811</b>	<b>79%</b>	<b>642,199</b>	<b>73%</b>
<b><u>MAINTENANCE &amp; OPERATIONS</u></b>										
<b><u>Water Treatment &amp; Filter Plant</u></b>										
9101 · Filter Plant Operations & Maint	1,050	583	(467)	180%	2,561	6,416	3,855	40%	7,000	37%
9102 · Filter Plant-Chems, Lab & Equip	436	1,250	814	35%	27,202	13,750	(13,452)	198%	15,000	181%
9103 · Filter -Water Pumping Plant M&O	-	83	83	0%	-	916	916	0%	1,000	0%
9104 · Well Pump Station Expense	-	83	83	0%	-	916	916	0%	1,000	0%
<b>Total 9100 · Water Treatment &amp; Filter Plant</b>	<b>1,485</b>	<b>1,999</b>	<b>514</b>	<b>74%</b>	<b>29,762</b>	<b>21,998</b>	<b>(7,764)</b>	<b>135%</b>	<b>24,000</b>	<b>124%</b>
<b><u>Water Distribution</u></b>										
9201 · Water Dist - General Maint	1,075	341	(734)	315%	7,140	7,160	20	100%	7,500	95%
9202 · Water Dist - Pipes & Fittings	-	167	167	0%	179	1,834	1,655	10%	2,000	9%
9203 · Water Dist - Hydrant Maint	-	42	42	0%	2,328	459	(1,869)	507%	500	466%
9204 · Fees - Water	-	-	-	0%	12,485	13,125	640	95%	13,125	95%
9205 · Water Dist - Electricity	2,793	2,800	7	100%	30,853	30,800	(53)	100%	33,600	92%
9600 · Water Dist - Meters/Parts	-	83	83	0%	270	916	646	30%	1,000	27%
9601 · Water Conservation	-	83	83	0%	250	916	666	27%	1,000	25%
<b>Total 9200 · Water Distribution</b>	<b>3,867</b>	<b>3,516</b>	<b>(351)</b>	<b>110%</b>	<b>53,507</b>	<b>55,210</b>	<b>1,703</b>	<b>97%</b>	<b>58,725</b>	<b>91%</b>
<b><u>Wastewater Collection System</u></b>										
9301 · Wastewater - General Maint	125	750	625	17%	5,304	8,250	2,946	64%	9,000	59%
9302 · Wastewater - Pipes/Fittings	-	125	125	0%	-	1,375	1,375	0%	1,500	0%
9303 · Wastewater- Enzymes/Lab Testing	-	415	415	0%	2,432	4,580	2,148	53%	5,000	49%
9304 · Wastewater - Manholes	-	42	42	0%	-	458	458	0%	500	0%
9305 · Fees - Sewer	-	613	613	0%	6,881	6,738	(144)	102%	7,350	94%
9306 · Wastewater - Electricity	2,039	1,356	(683)	150%	16,426	14,919	(1,507)	110%	16,275	101%
9700-01 · Wastewater Export Service Refund	-	-	-	0%	-	-	-	0%	-	#DIV/0!
9700 · Wastewater- Export Service Exp	30,670	32,210	1,540	95%	337,370	354,310	16,940	95%	386,520	87%
<b>Total 9300 · Wastewater Collection System</b>	<b>32,834</b>	<b>35,510</b>	<b>2,677</b>	<b>92%</b>	<b>368,413</b>	<b>390,629</b>	<b>22,216</b>	<b>94%</b>	<b>426,145</b>	<b>86%</b>
<b><u>Vehicle Expense</u></b>										
9501 · Gasoline/Diesel	673	1,250	577	54%	7,445	13,750	6,305	54%	15,000	50%

**Sierra Lakes County Water District**  
**Operating Budget-to-Actual**  
**Preliminary Year End**  
**Fiscal Year July 1, 2020 to June 30, 2021**

	<i>MONTH TO DATE</i>				<i>YEAR TO DATE</i>				<i>ANNUAL BUDGET</i>	
	Month End 5/31/21	Budget	Favorable / (Unfavorable)	% of Budget	YEAR TO DATE	Budget	Favorable / (Unfavorable)	% of Budget	FY 20-21 Budget	% of Budget
9502 · Pickups	28	208	180	14%	736	2,291	1,555	32%	2,500	29%
9503 · Gapvac	-	292	292	0%	6,965	3,209	(3,756)	217%	3,500	199%
9504 · Backhoe	-	333	333	0%	104	3,666	3,562	3%	4,000	3%
9505 · Vehicle Maint Supplies	-	125	125	0%	1,489	1,375	(114)	108%	1,500	99%
<b>Total 9500 · Vehicle Expense</b>	<b>701</b>	<b>2,208</b>	<b>1,507</b>	<b>32%</b>	<b>16,738</b>	<b>24,291</b>	<b>7,553</b>	<b>69%</b>	<b>26,500</b>	<b>63%</b>
<b>Project Expenses</b>							-			
9812 · Spot Repairs of Sewer Mainline & Laterals	-	90,000	90,000	0%	16,985	137,000	120,015	12%	137,000	12%
9813 · Repair of Sewer Manholes at Various Locations	-	9,000	9,000	0%	-	53,250	53,250	0%	53,250	0%
9814 · Adj Sewer Manholes to Grade	-	5,250	5,250	0%	-	31,500	31,500	0%	31,500	0%
9815 · Misc Sewer Pump Station Upgrade	-	-	-	0%	1,125	-	(1,125)	100%	-	
9818 · Misc Water System Improvements	-	-	-	0%	21,667	20,004	(1,663)	108%	20,004	108%
9819 · Adj Water Valve Boxes to Street Grade	-	-	-	0%	1,113	3,000	1,887	37%	3,000	37%
9820 · Misc Upgrades Water Pump Stations	-	-	-	0%	29	17,300	17,271	0%	17,300	0%
9821 · Automatic Meter Read System	494	757	263	65%	5,662	8,322	2,660	68%	9,078	62%
9822 · Misc Jobs - Safety Tools Bldgs	3,202	4,042	840	79%	17,940	44,459	26,519	40%	48,500	37%
9824 · Lake Management	-	-	-	0%	3,402	-	(3,402)	100%	-	#DIV/0!
9825 · HOTFaP	-	-	-	0%	-	-	-	0%	-	#DIV/0!
9915 · Misc. Projects	-	-	-	0%	454	-	(454)	100%	-	
<b>Total 9800 · Project Expenses</b>	<b>3,696</b>	<b>109,049</b>	<b>105,353</b>	<b>3%</b>	<b>68,378</b>	<b>314,835</b>	<b>246,457</b>	<b>22%</b>	<b>319,632</b>	<b>21%</b>
<b>Total Controllable Expenses</b>	<b>111,853</b>	<b>246,879</b>	<b>135,026</b>	<b>45%</b>	<b>1,465,577</b>	<b>1,883,313</b>	<b>417,736</b>	<b>78%</b>	<b>2,029,848</b>	<b>72%</b>
<b>Non-Controllable Expenses:</b>										
9900 · Debt - Interest										
9904 · Interest on SRF Loan	-	-	-	0%	4,441	4,442	1	100%	8,415	53%
9906 · USDA Revenue Bonds	-	-	-	0%	121,286	121,286	-	100%	121,286	100%
9908 · Int on Assessment-7207 Palisade	-	-	-	0%	238	247	9	96%	247	96%
<b>Total 9900 · Debt - Interest</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>	<b>125,965</b>	<b>125,975</b>	<b>10</b>	<b>100%</b>	<b>129,948</b>	<b>97%</b>
9920 · Depreciation										
9921 · Depreciation - Water	11,842	11,250	(592)	105%	122,821	123,750	929	99%	135,000	91%
9922 · Depreciation - Sewer	11,411	7,917	(3,494)	144%	99,188	87,084	(12,104)	114%	95,000	104%
<b>Total 9920 · Depreciation</b>	<b>23,253</b>	<b>19,167</b>	<b>(4,086)</b>	<b>121%</b>	<b>222,010</b>	<b>210,834</b>	<b>(11,176)</b>	<b>105%</b>	<b>230,000</b>	<b>97%</b>
9950 · SLCWD Share - DSPUD Capital Costs	-	-	-		-	-	-	0%	60,000	0%
<b>Total Non-Controllable Expenses</b>	<b>23,253</b>	<b>19,167</b>	<b>(4,086)</b>	<b>121%</b>	<b>347,975</b>	<b>336,809</b>	<b>(11,166)</b>	<b>103%</b>	<b>419,948</b>	<b>83%</b>
<b>TOTAL DISTRICT EXPENSES:</b>	<b>135,106</b>	<b>266,046</b>	<b>130,940</b>	<b>51%</b>	<b>1,813,552</b>	<b>2,220,122</b>	<b>406,570</b>	<b>82%</b>	<b>2,449,796</b>	<b>74%</b>
<b>EARNED REVENUE LESS EXPENSES</b>	<b>247,731</b>	<b>39,865</b>	<b>207,866</b>		<b>639,749</b>	<b>151,274</b>	<b>488,475</b>		<b>100,011</b>	

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SIERRA LAKES COUNTY WATER DISTRICT  
CAPITAL PROJECTS SUMMARY  
FISCAL YEAR JULY 1, 2020 TO JUNE 30, 2021

	PROPOSED BUDGET	Previously Incurred Costs	Costs Incurred Current Month	Total Costs to Date	VARIANCE Favorable (Unfavorable)
<b>CAPITAL PROJECTS IN PROGRESS:</b>					
Install replacement pumps, rail system and wetwell at SPS 4	\$ 125,000	\$ -		\$ -	\$ 125,000
Replace fire hydrants at Hillside/Baxter and Bales/Hemlock	24,000	27,475		\$ 27,475	(3,475)
Misc Water Pump Station/Storage Improvements	188,000	69,695	8,059	\$ 77,754	110,246
Automatic Meter Read System	337,500	124,990		\$ 124,990	212,510
Replace 2003 Chevrolet Pickup	70,000	56,560		\$ 56,560	13,440
New Dump Trailer	9,465	9,465		9,465.31	-
Total Capital Projects	\$ 753,965	\$ 288,185	\$ 8,059	\$ 296,244	\$ 457,721

Sierra Lakes County Water District  
Cash Source and Application of Funds  
Operating Budget  
in \$000's

	ACTUAL May-21	Forecast May-21	Forecast Jun-21	Forecast Jul-21	Forecast Aug-21	Forecast Sep-21	Forecast Oct-21	Forecast Nov-21	Forecast Dec-21	Forecast Jan-22	Forecast Feb-22	Forecast Mar-22	Forecast Apr-22
<b>Beginning Operating Cash Balance:</b>	<b>330</b>	330	515	334	714	899	822	696	651	556	386	361	281
<b>Cash Provided/(Used) by Operations:</b>													
<b>Revenues:</b>													
Sewer & Water Service Fees	161	110	69	575	400	175	45	170	100	70	190	140	45
Misc Other Income	-	-	-	-	-	25	-	-	20	-	-	15	-
Placer County Taxes	193	150	-	-	-	-	-	-	-	-	-	-	-
<b>Expenses:</b>													
Operating Expenses	(115)	(150)	(150)	(170)	(165)	(165)	(165)	(165)	(165)	(165)	(165)	(165)	(165)
Sierra Plant - Capital Projects	-	(100)	(100)	-	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)
<b>Net Cash Provided/(Used) by Operations:</b>	<b>239</b>	10	(181)	405	185	(15)	(170)	(45)	(95)	(145)	(25)	(60)	(170)
<b>Cash Provided/(Used) for Financing Activities</b>													
CA Bank & Trust - Qrtly Transfers	-	-	-	(25)	-	-	(25)	-	-	(25)	-	-	(25)
USDA \$5.2 million Revenue Bond	-	-	-	-	-	(62)	-	-	-	-	-	(270)	-
DSPUD Excess Capacity Refund (\$655,000)	-	-	-	-	-	-	69	-	-	-	-	-	-
<b>Total Cash Provided/(Used) by Financing Activities:</b>	<b>-</b>	-	-	(25)	-	(62)	44	-	-	(25)	-	(270)	(25)
<b>Cash Provided(Used) by Investment Activities</b>													
Moved to Placer Co. Treasurer's Fund	-	-	-	-	-	-	-	-	-	-	-	250	150
GASB 45 - OPEB Annual Funding	(54)	(54)	-	-	-	-	-	-	-	-	-	-	-
<b>Total Cash Provided(Used) by Investment Activities:</b>	<b>(54)</b>	(54)	-	-	-	-	-	-	-	-	-	250	150
<b>Ending OPERATING ACCOUNT Cash Balance:</b>	<b>515</b>	286	334	714	899	822	696	651	556	386	361	281	236

20

SIERRA LAKES COUNTY WATER DISTRICT - FIVE YEAR CASH FLOW PROJECTION

2019/2020 - 2023/2024

in \$000's

	ACTUAL 2019/2020	FORECAST 2020/2021	Forecast 2021/2022	Forecast 2022/2023	Forecast 2023/2024
<b>Beginning <u>OPERATING</u> Cash Balance:</b>	519	168	334	675	995
<b>Cash Provided/(Used) by Operations:</b>					
<b>Revenues:</b>					
Water/Sewer Service Fees	1,835	2,067	2,053	2,053	2,053
PrePaid W/S Service Fees:	-	-	-	-	-
Placer County Tax	456	481	400	400	400
Primary Facilities Fees	23	67	29	29	29
Misc Other Income	-	-	10	10	10
<b>Expenses:</b>					
Operating Expenses	(1,515)	(1,727)	(1,779)	(1,832)	(1,887)
Sierra Plant - Capital Projects	(352)	(314)	(1,416)	(923)	-
<b>Net Cash Provided/(Used) by Operations:</b>	447	574	(703)	(263)	605
<b>Cash Provided/(Used) for Financing Activities</b>					
CA Bank & Trust Loan Principal & Interest	(100)	(100)	(100)	(100)	(25)
USDA Revenue Bond Loan	(269)	(269)	(269)	(269)	(269)
Refunded WWTP Costs	71	69	67	67	-
<b>Total Cash Provided/(Used) by Financing Activities:</b>	(298)	(300)	(302)	(302)	(294)
<b>Cash Provided(Used) by Investment Activities</b>					
Total Cash Provided(Used) by Investment Activities:	-	-	-	-	-
Moved to Placer Co. Treasurer's Fund	(500)	-	1,400	939	-
Annual GASB 45 Funding - OPEB - Moved to LAIF	-	(108)	(54)	(54)	(54)
<b>Total Cash Provided(Used) by Investment Activities:</b>	(500)	(108)	1,346	885	(54)
<b>Ending <u>OPERATING</u> Cash Balance:</b>	168	334	675	995	1,252

amn  
6/4/2021  
12:53 PM

SIERRA LAKES COUNTY WATER DISTRICT  
LIST OF DISBURSEMENTS REQUIRING BOARD APPROVAL  
June 2021

Vendor	Inv # / Inv Date	Invoice Amount
<u>Paul A. Schultz, P.E. A CA Prof Corp</u>	Invoice # 210601 Date 6/1/2021 For: <u>May 2021 Professional Fees &amp; Reimbursements</u>	19,500.00
<u>Anna Nickerson</u>	Inv# 51521 Date 5/15/2021 For: <u>Professional Fees 5/1 to 5/15/21</u>	4,928.00
	Inv# 53121 Date 5/31/2021 For: <u>Professional Fees 5/16 to 5/31/2021</u>	3,652.00
<b>TOTAL ANNA NICKERSON</b>		<b>8,580.00</b>
<u>Kronick Moskovitz Tiedemann &amp; Girard</u>	Inv# 300623 Date 5/11/2021 For: <u>Apr 2021 Legal Fees</u>	1,253.75
<b>TOTAL Kronick Moskovitz Tiedemann &amp; Girard</b>		<b>1,253.75</b>
<u>Woodard &amp; Curran</u>	Invoice # 190109 Date 5/19/2021 For: <u>Final payment</u>	8,058.80
<b>TOTAL INVOICES FOR APPROVAL</b>		<b>37,392.55</b>



**Sierra Lakes County Water District  
Paul A. Schultz, PE  
May 2021 Invoice Detail**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
05/03/2021	Meet with Farr-West Engineering to further negotiate engineering fees for FY 2021-2022 and FY 2022-2023 capital projects. Add proposed engineering fees to capital projects budget. (6.0 hrs. overall, 6.0 hrs. on-site)	6.0
05/04/2021	Incorporate comments into Farr-West Engineering contracts. Telephone meet w/ property owner regarding installation of new dock. Complete ACWA JPIA Liability Insurance questionnaire. (4.0 hrs. overall, 4.0 hrs. on-site)	4.0
05/05/2021	Prepare Board Report and memorandums for 05/09/2021 Board meeting. Meet with potential VoIP service and internet provider to develop scope of services. (6.0 hrs. overall, 5.0 hrs. on-site)	6.0
05/06/2021	Refine services requirements for potential VoIP service and internet provider. Discuss benefits of fixed wireless vs. satellite service. Begin annual Hazardous Materials Business Plan for Placer County. (8.0 hrs. overall, 8.0 hrs. on-site)	8.0
05/07/2021	Review and submit ACWA JPIA Liability Insurance questionnaire. Conduct plant and facilities tour with potential contractor to fill portion of operations labor availability shortfalls. (6.0 hrs. overall, 6.0 hrs. on-site)	6.0
05/08/2021	Complete Board memorandums for 05/14/2021 Board meeting. (3.0 hrs. overall, 0.0 hrs. on-site)	3.0
05/10/2021	Complete Board memorandums for 05/14/2021 Board meeting. (4.0 hrs. overall, 4.0 hrs. on-site)	4.0
05/11/2021	Respond to Farr-West Engineering regarding updated scope, fee and schedule for CIP work. Respond to CalFire regarding Positive Response to USA Alerts. Respond to Placer County Emergency Services regarding various items. Respond to one property owner regarding building requirements. Respond to one property owner regarding new dock requirements. (6.0 hrs. overall, 6.0 hrs. on-site)	6.0
05/12/2021	Meet with Logically (Managed IT Services) regarding scope and fee for offsite backup, internet security and managed network services + new network hardware requirements. (6.0 hrs. overall, 4.0 hrs. on-site)	6.0

24

**Sierra Lakes County Water District  
Paul A. Schultz, PE  
May 2021 Invoice Detail**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
05/13/2021	Discuss final edits of the District's Policies and Procedures with A. Booher (Kronick). Complete review of same for distribution to the Board. (7.0 hrs. overall, 2.0 hrs. on-site)	7.0
05/14/2021	Prep for Board meeting. Board meeting. (6.0 hrs. overall, 2.0 hrs. on-site)	6.0
05/17/2021	Make additional edits to the District's Policies and Procedures and Employee Handbook. Meet with Operations Supervisor, Baird regarding electrical issues with Booster Pump #3. (6.0 hrs. overall, 4.0 hrs. on-site)	6.0
05/18/2021	Meet with Operations Supervisor, Baird and Gray's Electric (Grass Valley) regarding electrical issues with Booster Pump #3. Send Draft Policies and Procedures to the Board for review and comment at the 06/11/2021 Board meeting. Call Patterson Fire Protection regarding static pressures for fire suppression design. (6.0 hrs. overall, 6.0 hrs. on-site)	6.0
05/19/2021	Complete and submit California DWR Electronic Annual Report (EAR). Begin preparation of annual Consumer Confidence Report. (6.0 hrs. overall, 4.0 hrs. on-site)	6.0
05/20/2021	Discuss installation of arsenic filtration system with manufacturer and potential installation contractor. Discuss concern regarding bed volume calculations for adsorptive media and catalyst. (5.0 hrs. overall, 0.0 hrs. on-site)	5.0
05/21/2021	Report no SSOs for April 2021. Prepare and submit Water Diversions Report to California Dept. of Water Resources. (5.0 hrs. overall, 4.0 hrs. on-site)	4.0
05/24/2021	Work with CA Division of Drinking Water on final submittal for Arsenic Filter approval (CaCl crock and metering pump). Upload 2020 Consumer Confidence Report to Division of Drinking Water and to A. Nickerson for printing and distribution. (6.0 hrs. overall, 4.0 hrs. on-site)	6.0

**Sierra Lakes County Water District  
Paul A. Schultz, PE  
May 2021 Invoice Detail**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
05/25/2021	Work with Kronick regarding finalization of professional services contracts with Farr-West Engineering. Work with Kronick regarding finalization of professional services contracts with Great Basin Controls. (6.0 hrs. overall,4.0 hrs. on-site)	6.0
05/26/2021	Review Operations and Capital Budgets again. Prepare cash flow diagram to accompany budget discussion. Complete 2021 CalFire forms for work crews. Review Sandler contract for VoIP and Internet services. Meet with Lake Management Committee. (6.0 hrs. overall,4.0 hrs. on-site)	6.0
05/27/2021	Review annual underground fuel storage tank integrity testing results and prepare mini report. Review and submit comments to Logically for (Managed IT Services) regarding scope and fee for offsite backup, internet security and managed network services + new network hardware requirements. (6.0 hrs. overall,4.0 hrs. on-site)	6.0
05/28/2021	Meet w/ Director Lindquist and Badger Meter representative regarding EyeOnWater software and application. Check on status of Farr-West contracts. Check on status of Great Basin Controls contract. Pull together DWR Drought Requirements for 2021. (6.0 hrs. overall,0.0 hrs. on-site)	6.0

**ANNA NICKERSON  
FINANCIAL CONSULTANT**

**INVOICE**

16615 Glenshire Dr  
Truckee, CA 96161  
530-330-2724

INVOICE NO: 051521  
DATE: May 15, 2021

ACCOUNT NO: 9018 \$ 4,928.00

CHECK NO: 052421

CHECK DATE: 5/24/21

APPROVAL: *Paul J. Steptoe*

[anickerson@sonic.net](mailto:anickerson@sonic.net)

TO Sierra Lakes County Water District  
P.O. Box 1039  
Soda Springs, CA 95728  
530-426-7800

DATE	DESCRIPTION	HOURS	UNIT PRICE	TOTAL	Admin	Escrow & Public Requests	FS / Recs / PR / HR / Tax / Budget / Audit	Assmnt District	M&O Support	A/R - Banking	A/P	Mail / email	IT / Website	Board Agenda / Mtg Min / Packets	Total
5/3/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Month End	7.0	\$88.00	\$ 616.00			4.5			0.5	1.5	0.5			7
5/4/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails.	4.0	\$88.00	\$ 352.00		0.5	2			0.5	0.5	0.5			4
5/5/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated customer website information/invoices/payments, opened an escrow and filed	4.0	\$88.00	\$ 352.00	0.5	0.5			0.5	0.5	0.5	0.5	1		4
5/6/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Cash flow statement, updated escrows and filed	4.0	\$88.00	\$ 352.00	0.5	1	1			0.5	0.5	0.5			4
5/7/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Finalized financial reports and board packets and researched and began ACWA online questionnaire.	6.0	\$88.00	\$ 528.00			3			1	0.5	0.5		1	6
5/10/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Updated board packets and resent to Directors, updated/closed escrow & updated testing, updated website and completed ACWA online information request	7.0	\$88.00	\$ 616.00		1.5	0.5			1	1	0.5	1	1.5	7
5/11/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Responded to escrow questions and processed connection permit and updated construction in progress report.	4.0	\$88.00	\$ 352.00		0.5			1	1	0.5	0.5		0.5	4
5/12/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Reviewed, updated and closed escrows.	3.5	\$88.00	\$ 308.00		1				1	1	0.5			3.5
5/13/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Filed, researched minutes and memos for boat storage.	4.0	\$88.00	\$ 352.00	1.5	1				0.5	0.5	0.5			4
5/14/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Update/Reconcile meter customer information, processed payroll, updated website and prepared for meeting.	10.0	\$88.00	\$ 880.00		1	1.5		3.5	1	0.5	0.5	1.5	0.5	10
5/14/2021	Board Meeting	2.5	\$88.00	\$ 220.00										2.5	2.5
	<b>TOTALS</b>	<b>56.0</b>		<b>\$ 4,928.00</b>	<b>2.5</b>	<b>7.0</b>	<b>12.5</b>	<b>0.0</b>	<b>5.0</b>	<b>7.5</b>	<b>7.0</b>	<b>5.0</b>	<b>3.5</b>	<b>6.0</b>	<b>56.0</b>
					4%	13%	22%	0%	9%	13%	13%	9%	6%	11%	

27

**ANNA NICKERSON  
FINANCIAL CONSULTANT**

**INVOICE**

ACCOUNT NO: 9018 \$ 3,652.00

CHECK NO: 21636

CHECK DATE: 6-1-21

APPROVAL: OK

16615 Glenshire Dr  
Truckee, CA 96161  
530-330-2724

INVOICE NO: 053121  
DATE: May 31, 2021

anickerson@sonic.net

TO Sierra Lakes County Water District  
P.O. Box 1039  
Soda Springs, CA 95728  
530-426-7800

DATE	DESCRIPTION	HOURS	UNIT PRICE	TOTAL	Admin	Escrow & Public Requests	F5 / Recs / PR / HR / Tax / Budget / Audit	Assmnt District	M&O Support	A/R - Banking	A/P	Mail / email	IT / Website	Board Agenda / Mtg Min / Packets	Total
5/17/2021	Off	0.0	\$88.00	\$ -											0
5/18/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Opened escrow	3.0	\$88.00	\$ 264.00	0.5	0.5				1	0.5	0.5			3
5/19/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Prepared rate structure history for Paul and processed new connection permit	4.0	\$88.00	\$ 352.00	0.5				0.5	1.5	1	0.5			4
5/20/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Reviewed construction permits issued, researched Placer County records for newly issued remodel permits and started updated summary list of open permits.	4.0	\$88.00	\$ 352.00					1.5	1	1	0.5			4
5/21/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Recorded property tax and assessment deposits and started recording assessments received. Updated website	6.0	\$88.00	\$ 528.00				2.5		1	0.5	0.5	1.5		6
5/24/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Issued and updated building permit applications responded to information request. Prepared statements	4.0	\$88.00	\$ 352.00		0.5			1	1.5	0.5	0.5			4
5/25/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Prepared delinquent notices	3.0	\$88.00	\$ 264.00						2	0.5	0.5			3
5/26/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Delinquent notices	4.0	\$88.00	\$ 352.00		2				1	0.5	0.5			4
5/27/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Budget update, started minutes and filed	7.0	\$88.00	\$ 616.00	1		2		1	1	0.5	0.5		1	7
5/28/2021	Picked up and processed mail, processed accounts receivables & accounts payables, read and answered emails. Worked on minutes, updated escrows sending welcome letters, updated budget	6.5	\$88.00	\$ 572.00		1	0.5			0.5	0.5	0.5		3.5	6.5
5/31/2021	Holiday	0.0	\$88.00	\$ -											0
	<b>TOTALS</b>	<b>41.5</b>		<b>\$ 3,652.00</b>	<b>2.0</b>	<b>4.0</b>	<b>2.5</b>	<b>2.5</b>	<b>4.0</b>	<b>10.5</b>	<b>5.5</b>	<b>4.5</b>	<b>1.5</b>	<b>4.5</b>	<b>41.5</b>

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1331 Garden Highway, 2nd Floor  
 Sacramento, CA 95833  
 T | 916.321.4500  
 F | 916.321.4555

PRIVILEGED AND CONFIDENTIAL  
 ATTORNEY-CLIENT COMMUNICATION

Sierra Lakes County Water District  
 P.O. Box 1039  
 Soda Springs, CA 95728

May 11, 2021  
 Invoice 300623

General

Reference # 4210-001

For Professional Services Through 4/25/2021

Balance Forward		1,073.50
Current Fees	1,253.75	
<b>Total Current Charges</b>		<b>1,253.75</b>
<b>Total Due</b>		<b>\$2,327.25</b>

\*\*\* DUE UPON RECEIPT \*\*\*

\*\* PLEASE USE INVOICE NUMBER ABOVE WHEN REMITTING PAYMENT \*\*

Balance Forward Open Invoices				
Invoice Date	Invoice Number	Original Amount	Payments and Credits	Balance
04/13/21	300383	1,073.50	0.00	1,073.50
				<b>1,073.50</b>

Aged Accounts Receivable					
	0-30	31-60	61-90	91+	Total Due
Totals	1,253.75	1,073.50	0.00	0.00	2,327.25

ACCOUNT NO 9012 \$1,253.75  
 CHECK NO. 7571  
 CK DATE 5-24-21  
 APPROVED *[Signature]*



**COMMITMENT & INTEGRITY  
DRIVE RESULTS**

Remit to:  
PO Box 55008  
Boston, MA 02205-5008

T 800.426.4262  
T 207.774.2112  
F 207.774.6635

**INVOICE**

TD BANK  
Electronic Transfer:  
\*#211274450 \*# 2427662596 i\*

Mr. Bill Quesnel  
General Manager  
Sierra Lakes County Water District, CA  
7305 Short Road  
PO Box 1039  
Soda Springs, CA 95728

May 19, 2021  
Project No: 0011461.00  
Invoice No: 190109

Project 0011461.00 SLCWD, 2019, SERENE LAKES INTAKE IMPROVEMENTS AND  
CONCEPTUAL DESIGN

**Professional Services for the period ending April 30, 2021**

-----  
Phase 001 Project Management and Coordination

-----  
Task 0001 Project Management

**Professional Personnel**

	Hours	Rate	Amount	
Project Assistant Johnson, Joanne	1.08	110.00	118.80	
Project Manager 1 Brown, Ryker	1.00	251.00	251.00	
Totals	2.08		369.80	
<b>Labor Total</b>				<b>369.80</b>
				<b>Total this Task \$369.80</b>

-----  
Task 0003 Project Meetings

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager 1 Brown, Ryker	.75	251.00	188.25	
Totals	.75		188.25	
<b>Labor Total</b>				<b>188.25</b>
				<b>Total this Task \$188.25</b>

-----  
Task 0004 Conceptual Design Workshop

Please include our invoice number in your remittance. Thank you.



COMMITMENT & INTEGRITY  
DRIVE RESULTS

Remit to:  
PO Box 55008  
Boston, MA 02205-5008

T 800.426.4262  
T 207.774.2112  
F 207.774.6635

INVOICE

TD BANK  
Electronic Transfer:  
\*211274450\* 2427662596 \*

Project	0011461.00	SLCWD, 2019, SERENE LAKES INTAKE IMPROVE	Invoice	190109
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**Professional Personnel**

	Hours	Rate	Amount	
Project Manager 1 Brown, Ryker	10.25	251.00	2,572.75	
Project Manager 2 Clyma, Kim	6.00	266.00	1,596.00	
Totals	16.25		4,168.75	
<b>Labor Total</b>				<b>4,168.75</b>
			<b>Total this Task</b>	<b>\$4,168.75</b>
			<b>Total this Phase</b>	<b>\$4,726.80</b>

Phase	003	Alternatives Assessment and Opinions of Probable Costs
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Task	0002	Conceptual Design Report
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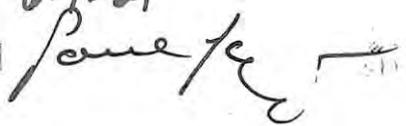
**Professional Personnel**

	Hours	Rate	Amount	
Engineer 2 Howes, Katelyn	4.25	187.00	794.75	
Project Manager 1 Brown, Ryker	3.75	251.00	941.25	
Project Manager 2 Clyma, Kim	6.00	266.00	1,596.00	
Totals	14.00		3,332.00	
<b>Labor Total</b>				<b>3,332.00</b>
			<b>Total this Task</b>	<b>\$3,332.00</b>
			<b>Total this Phase</b>	<b>\$3,332.00</b>
			<b>Total this Invoice</b>	<b>\$8,058.80</b>

Project Summary	Current Fee	Previous Fee	Total
	8,058.80	22,020.54	30,079.34

Approved by: 

Ryker Brown, PE  
Regional Manager  
Woodard & Curran

ACCOUNT NO 3106 # 8,058.80  
CHECK NO. 21637  
CK DATE 6-1-21  
APPROVED 

Please include our invoice number in your remittance. Thank you.

**SIERRA LAKES COUNTY WATER DISTRICT**  
**P.O. Box 1039**  
**Soda Springs, CA 95728**  
**(530) 426-7800**  
**Fax: (530) 426-1120**

**MEMORANDUM**

TO: Board of Directors

FROM: Anna Nickerson

RE: MacLeod Watts Actuarial Valuation and GASB 75 Report for Fiscal Year ending June 30, 2021

DATE: June 4, 2021

---

Attached is the District's current Actuarial Report for Other Post Employment Benefits (OPEB aka Medical Benefits) for year ending June 30, 2021, prepared by MacLeod Watts.

The report reflects a total OPEB Liability increase of \$289,869.00. We currently have \$801,955 in the LAIF account towards the total liability of \$1,463,570 with another \$270,000 transfers scheduled at \$54,000/year through 2026.

Staff requests Board approval of the June 30, 2021 report. Staff also requests approval of a new LAIF transfer schedule for funding the total liability of \$1,463,570.00. The schedule extents the current funding schedule eight years at the current level of \$54,000/year.

	Annual Funding Level	Unfunded Balance
OPEB 6/30/21 Liability		\$1,463,570
Current Balance LAIF Acct	\$801,955	661,615.00
FY 2021/2022	54,000	607,615
FY 2022/2023	54,000	553,615
FY 2023/2024	54,000	499,615
FY 2024/2025	54,000	445,615
FY 2025/2026	54,000	391,615
FY 2026/2027	54,000	337,615
FY 2027/2028	54,000	283,615
FY 2028/2029	54,000	229,615
FY 2029/2030	54,000	175,615
FY 2030/2031	54,000	121,615
FY 2031/2032	54,000	67,615
FY 2032/2033	54,000	13,615
FY 2033/2034	13,615	0

# MacLeod Watts

May 28, 2021

Dan Stockton  
Board President  
Sierra Lakes County Water District  
7305 Short Rd., PO Box 1039  
Soda Spring, CA 95728

Re: Sierra Lakes County Water District Other Post-Employment Benefits  
Actuarial Valuation and GASB 75 Report for Fiscal Year Ending June 30, 2021

Dear Mr. Stockton:

We are pleased to enclose our actuarial report providing financial information about the other post-employment benefit (OPEB) liabilities of the Sierra Lakes County Water District. The report's text describes our analysis and assumptions in detail.

The primary purposes of this report are to:

1. Recalculate plan liabilities as of June 30, 2020 in accordance with GASB 75's biennial valuation requirement.
2. Provide information required by GASB 75 ("Accounting and Financial Reporting for Postemployment Benefits Other Than Pension") to be reported in the District's financial statements for the fiscal year ending June 30, 2021.

The valuation results are based on the employee data and details on plan benefits provided to us by the District. As with any analysis, the soundness of the report is dependent on the inputs. Please review the information shown in the report to be comfortable that it matches your records.

The exhibits presented in this report reflect the assumption that the District will continue financing its OPEB liability on a pay-as-you-go basis. While the District has earmarked funds toward future retiree health benefits, no formal OPEB trust has been established. Please let us know if we can be of assistance in preparing illustrations about how prefunding impacts the OPEB liability required to be reported under GASB 75.

We appreciate the opportunity to work on this analysis and acknowledge the efforts of District employees who provided valuable time and information to enable us to prepare this report. Please let us know if we can be of further assistance.

Sincerely,

Catherine L. MacLeod, FSA, FCA, EA, MAAA  
*Principal & Consulting Actuary*

**Table of Contents**

A. Executive Summary.....	1
OPEB Obligations of the District .....	1
OPEB Funding Policy .....	2
Actuarial Assumptions .....	2
Important Dates for GASB 75 in this Report.....	2
Significant Results and Differences from the Prior Valuation .....	3
Impact on Statement of Net Position and OPEB Expense for Fiscal Year Ending 2021.....	3
Important Notices.....	3
B. Valuation Process.....	4
C. June 30, 2020 Valuation Results .....	6
D. Accounting Information (GASB 75).....	9
Components of Net Position and Expense .....	9
Change in Net Position During the Fiscal Year.....	10
Recognition Period for Deferred Resources .....	11
Deferred Resources as of Fiscal Year End and Expected Future Recognition .....	11
Sensitivity of Liabilities to Changes in the Discount Rate and Healthcare Cost Trend Rate.....	12
Schedule of Changes in the District’s Net OPEB Liability and Related Ratios.....	13
Schedule of Contributions .....	14
Detail of Changes to Net Position.....	15
Schedule of Deferred Outflows and Inflows of Resources .....	16
District Contributions to the Plan .....	17
Projected Benefit Payments (15-year projection) .....	18
Sample Journal Entries .....	19
E. Funding Information .....	20
F. Certification.....	21
Section 1 - Summary of Employee Data .....	22
Section 2A - Summary of Retiree Benefit Provisions .....	23
Section 2B - Excise Taxes for High Cost Retiree Coverage (Repealed) .....	24
Section 3 - Actuarial Methods and Assumptions.....	25
Addendum 1: Important Background Information.....	31
Addendum 2: MacLeod Watts Age Rating Methodology .....	36
Addendum 3: MacLeod Watts Mortality Projection Methodology.....	37
Glossary.....	38



## A. Executive Summary

This report presents the results of the June 30, 2020 actuarial valuation and accounting information regarding the other post-employment benefit (OPEB) program of the Sierra Lakes County Water District (the District). The purpose of this valuation is to assess the OPEB liabilities and provide disclosure information as required by Statement No. 75 of the Governmental Accounting Standards Board (GASB 75) for the fiscal year ending June 30, 2021.

Important background information regarding the valuation process can be found in Addendum 1. We recommend users of the report read this information to familiarize themselves with the process and context of actuarial valuations, including the requirements of GASB 75. The pages following this executive summary present exhibits and other information relevant for disclosures under GASB 75.

Absent material changes to this program, the results of the June 30, 2020 valuation will also be applied to prepare the District's GASB 75 report for the fiscal year ending June 30, 2022. If there are any significant changes in the employee population, plan benefits or eligibility, or to the District's funding policy, an earlier valuation might be required or appropriate.

### OPEB Obligations of the District

The District provides continuation of medical coverage to qualifying retiring employees. This benefit creates one or more of the following types of OPEB liabilities:

- **Explicit subsidy liabilities:** An "explicit subsidy" exists when the employer contributes directly toward the cost of retiree healthcare<sup>1</sup>. In this program, the District pays all or a portion of medical premiums for qualifying retirees. Details are provided in Supporting Information Section 2A.
- **Implicit subsidy liabilities:** An "implicit subsidy" exists when the premiums charged for retiree coverage are lower than the expected retiree claims for that coverage. In the CalPERS medical program, the same monthly premiums are charged for active employees and for pre-Medicare retirees. CalPERS has confirmed that the claims experience of these members is considered together in setting premium rates.

Different monthly premiums are charged for Medicare-eligible members. CalPERS confirmed that only the claims experience of these members is considered in setting Medicare-eligible premium rates.

As is the nature of group premium rate structures, at some ages, retirees may be expected to experience higher claims than the premiums they pay, where at other ages, the reverse may be true. We determine the implicit rate subsidy for retirees as the projected difference between (a) retiree medical claim costs by age and (b) premiums charged for retiree coverage, determined separately for retirees prior to and after Medicare eligibility. For more information see Section 3 and Addendum 2: MacLeod Watts Age Rating Methodology.

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<sup>1</sup> A liability for potential future excise tax liability for "high cost" retiree coverage was included in the prior valuation. However, this provision of the Affordable Care Act was repealed in December 2019, so this liability was eliminated.



## Executive Summary

(Continued)

### OPEB Funding Policy

The District's OPEB funding policy affects the calculation of liabilities by impacting the discount rate that is used to develop the plan liability and expense. "Prefunding" is the term used when an agency consistently contributes an amount based on an actuarially determined contribution (ADC) each year. GASB 75 allows prefunded plans to use a discount rate that reflects the expected earnings on trust assets. Pay-as-you-go, or "PAYGO", is the term used when an agency only contributes the required retiree benefits when due. When an agency finances retiree benefits on a pay-as-you-go basis, GASB 75 requires the use of a discount rate equal to a 20-year high grade municipal bond rate.

While the District has established an OPEB trust, it is our understanding that this is not an irrevocable trust dedicated exclusively to the payment of these benefits and out of the District's control. As such, for GASB 75 purposes, the District is treated as financing its OPEB liability on a pay-as-you-go basis. With the District's approval, the discount rate used in this valuation is based on the Bond Buyer General Obligation 20-Bond Municipal Bond Index. At the beginning and end of the Measurement Period, this index results in discount rates of 3.51% on June 30, 2019 and 2.21% on June 30, 2020.

### Actuarial Assumptions

The mortality assumptions used in this report were chosen, for the most part, from studies released by the Society of Actuaries. Other assumptions, such as timing and rates of retirement, other employment termination (separation) prior to retirement, age-related healthcare claims, healthcare trend, retiree participation rates and spouse coverage, were selected based on demonstrated plan experience and/or our best estimate of expected future experience. All these assumptions, and more, impact expected future benefits. Please note that this valuation has been prepared on a closed group basis. This means that only employees and retirees present as of the valuation date are considered. We do not consider replacement employees for those we project to leave the current population of plan participants until the valuation date following their employment.

We emphasize that this actuarial valuation provides a projection of future results based on many assumptions. Actual results are likely to vary to some extent and we will continue to monitor these assumptions in future valuations. See Section 3 for a description of assumptions used in this valuation.

### Important Dates for GASB 75 in this Report

GASB 75 allows reporting liabilities as of any fiscal year end based on: (1) a *valuation date* no more than 30 months plus 1 day prior to the close of the fiscal year end; and (2) a *measurement date* up to one year prior to the close of the fiscal year. The following dates were used for this report:

Fiscal Year End	June 30, 2021
Measurement Date	June 30, 2020
Measurement Period	June 30, 2019 to June 30, 2020
Valuation Date	June 30, 2020



**Executive Summary**

(Concluded)

**Significant Results and Differences from the Prior Valuation**

No benefit changes were reported to MacLeod Watts relative to those in place at the time the June 2018 valuation was prepared. We reviewed and updated certain assumptions used to project the OPEB liability. Differences between actual and expected results based on updated census and premium data since June 2018 were also reflected (referred to as “plan experience”). Overall, the Total OPEB Liability on the current measurement date is greater than that reported one year ago. See *Recognition Period for Deferred Resources* on page 11 for details on how these changes are recognized. Section C. presents the new valuation results and provides additional information on the impact of the new assumptions and plan experience.

**Impact on Statement of Net Position and OPEB Expense for Fiscal Year Ending 2021**

The plan’s impact to Net Position will be the sum of difference between assets and liabilities as of the measurement date plus the unrecognized net outflows and inflows of resources. Different recognition periods apply to deferred resources depending on their origin. The plan’s impact on Net Position on the measurement date can be summarized as follows:

<b>Items</b>	<b>For Reporting At Fiscal Year Ending June 30, 2021</b>	
Total OPEB Liability	\$	1,463,570
Fiduciary Net Position		-
Net OPEB Liability (Asset)		1,463,570
Deferred (Outflows) of Resources		(284,279)
Deferred Inflows of Resources		54,155
Impact on Statement of Net Position	\$	<u>1,233,446</u>
<b>OPEB Expense, FYE 6/30/2021</b>	<b>\$</b>	<b><u>146,255</u></b>

**Important Notices**

This report is intended to be used only to present the actuarial information relating to other postemployment benefits for the District’s financial statements. The results of this report may not be appropriate for other purposes, where other assumptions, methodology and/or actuarial standards of practice may be required or more suitable. We note that various issues in this report may involve legal analysis of applicable law or regulations. The District should consult counsel on these matters; MacLeod Watts does not practice law and does not intend anything in this report to constitute legal advice. In addition, we recommend the District consult with their internal accounting staff or external auditor or accounting firm about the accounting treatment of OPEB liabilities.

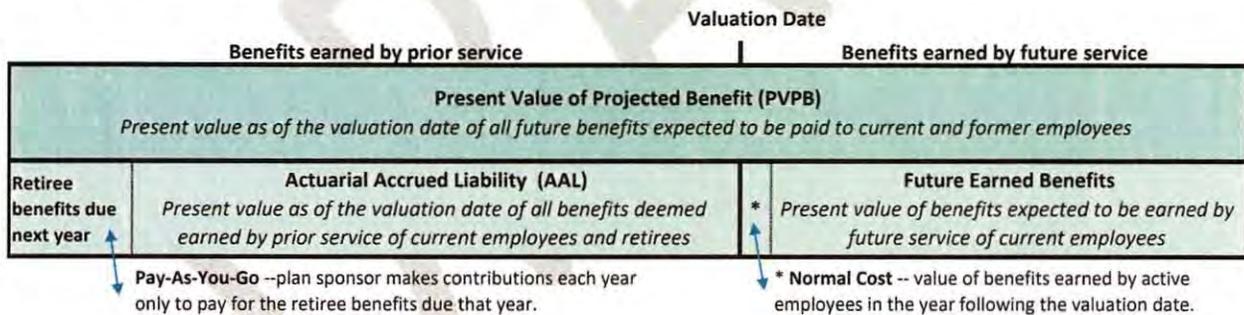


## B. Valuation Process

This valuation is based on employee census data and benefits initially submitted to us by the District and clarified in various related communications. A summary of the employee data is provided in Section 1 and a summary of the benefits provided under the Plan is provided in Section 2A. While individual employee records have been reviewed to verify that they are reasonable in various respects, the data has not been audited and we have otherwise relied on the District as to its accuracy. The valuation has been performed in accordance with the process described below using the actuarial methods and assumptions described in Section 3 and is consistent with our understanding of Actuarial Standards of Practice.

In projecting benefit values and liabilities, we first determine an expected premium or benefit stream over each current retiree’s or active employee’s future retirement. Benefits may include both direct employer payments (explicit subsidies) and any implicit subsidies arising when retiree premiums are expected to be partially subsidized by premiums paid for active employees. The projected benefit streams reflect assumed trends in the cost of those benefits and assumptions as to the expected dates when benefits will end. Assumptions regarding the probability that each employee will remain in service to receive benefits and the likelihood the employee will elect coverage for themselves and their dependents are also applied.

We then calculate a present value of these future benefit streams by discounting the value of each future expected employer payment back to the valuation date using the valuation discount rate. This present value is called the **Present Value of Projected Benefits (PVPB)** and represents the current value of all expected future plan payments to current retirees and current active employees. Note that this long-term projection does not anticipate entry of future employees.



The next step in the valuation process splits the Present Value of Projected Benefits into 1) the value of benefits already earned by prior service of current employees and retirees and 2) the value of benefits expected to be earned by future service of current employees. Actuaries employ an “attribution method” to divide the PVPB into prior service liabilities and future service liabilities. For this valuation we used the **Entry Age Normal** attribution method. This method is the most common used for government funding purposes and the only attribution method allowed for financial reporting under GASB 75.

We call the value of benefits deemed earned by prior service the **Actuarial Accrued Liability (AAL)**. Benefits deemed earned by service of active employees in a single year is called the **Normal Cost** of benefits. The present value of all future normal costs (PVFNC) plus the Actuarial Accrued Liability will equal the Present Value of Projected Benefits (i.e.  $PVPB = AAL + PVFNC$ ).



**Valuation Process**  
(Concluded)

The District is financing the plan on a pay-as-you-go basis, meaning that no OPEB trust has been established and the only recognized contributions are retiree benefits paid each year. Therefore, the **Unfunded Actuarial Accrued Liability (UAAL)** is equal to the Actuarial Accrued Liability. The UAAL represents, as of the valuation date, the present value of benefits already earned by past service that remain unfunded. Future contributions by the District will equal each year’s retiree benefit payments.

Please note that projections of future benefits over such long periods (frequently 40 or more years) which are dependent on numerous assumptions regarding future economic and demographic variables are subject to substantial revision as future events unfold. While we believe that the assumptions and methods used in this valuation are reasonable for the purposes of this report, the costs to District reflected in this report are subject to future revision, perhaps materially. Demonstrating the range of potential future plan costs was beyond the scope of our assignment except to the limited extent of providing liability information at various discount rates and healthcare trend rates.

Finally, certain actuarial terms and GASB 75 terms may be used interchangeably. We note a few in the table below.

Actuarial Terminology	GASB 75 Terminology
Present Value of Projected Benefits (PVPB)	<i>No equivalent term</i>
Actuarial Accrued Liability (AAL)	Total OPEB Liability (TOL)
Market Value of Assets (MVA)	Fiduciary Net Position
Actuarial Value of Assets (AVA)	<i>No equivalent term</i>
Unfunded Actuarial Accrued Liability (UAAL)	Net OPEB Liability
Normal Cost	Service Cost

Specific results from this valuation are provided in the following Section C.

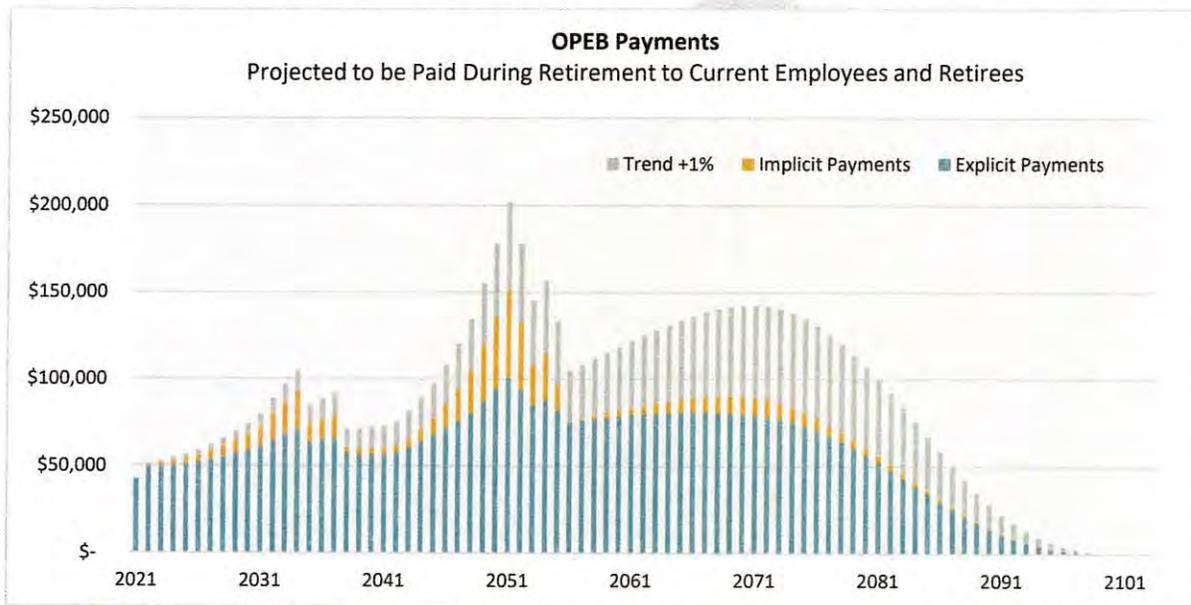


### C. June 30, 2020 Valuation Results

This section presents the basic results of our recalculation of the OPEB liability using the updated employee data, plan provisions and asset information provided to us for the June 30, 2020 valuation. We described the general process for projecting all future benefits to be paid to retirees and current employees in the preceding Section. Expected annual benefits have been projected on the basis of the actuarial assumptions outlined in Supporting Information, Section 3.

Temporary healthcare benefits are paid for qualifying District retirees. Please see Supporting Information, Section 2 for details.

The following graph illustrates the annual other post-employment benefits projected to be paid on behalf of current retirees and current employees expected to retire from the District.



The amounts shown in green reflect the expected payment by the District toward retiree medical premiums while those in yellow reflect the implicit subsidy benefits (i.e., the excess of retiree medical and prescription drug claims over the premiums expected to be charged during the year for retirees' coverage). The projections (in gray) reflect increases in benefit levels if healthcare trend were 1% higher.

The first 15 years of benefit payments from the graph above are shown in tabular form on page 18.

Liabilities relating to these projected benefits are shown beginning on the following page.



**June 30, 2020 Valuation Results**  
(Continued)

This chart compares the results measured as of June 30, 2019, based on the June 30, 2018 valuation, with the results measured as of June 30, 2020, based on the June 30, 2020 actuarial valuation.

Valuation date	6/30/2018			6/30/2020		
Measurement date	6/30/2019			6/30/2020		
Fiscal Year End	6/30/2020			6/30/2021		
	Explicit	Implicit	Total	Explicit	Implicit	Total
Subsidy						
Discount rate	3.51%			2.21%		
<b>Number of Covered Employees</b>						
Actives		3			3	
Retirees		7			7	
Total Participants		10			10	
<b>Actuarial Present Value of Projected Benefits</b>						
Actives	\$ 941,787	\$ 136,690	\$ 1,078,477	\$ 1,408,778	273,003	1,681,781
Retirees	844,115	6,608	850,723	915,068	75,842	990,910
Total APVPB	1,785,902	143,298	1,929,200	2,323,846	348,845	2,672,691
<b>Total OPEB Liability (TOL)</b>						
Actives	282,891	40,087	322,978	398,744	73,916	472,660
Retirees	844,115	6,608	850,723	915,068	75,842	990,910
TOL	1,127,006	46,695	1,173,701	1,313,812	149,758	1,463,570
Fiduciary Net Position			-			-
<b>Net OPEB Liability</b>			1,173,701			1,463,570
<b>Service Cost</b>						
For the period following the measurement date	45,172	6,655	51,827	55,736	10,850	66,586

The Total OPEB Liability has increased by \$289,869 from that reported one year ago. Part of the change was expected and some of this change was unexpected. Reasons for the change in the Total OPEB Liability (TOL) are discussed on the following page.



**June 30, 2020 Valuation Results**

(Concluded)

**Expected changes:** Through normal plan operation, the TOL is expected to increase by additional service and interest costs accruing for the period and decrease by benefits paid to retirees. We expected a \$49,801 increase in the TOL since the prior measurement date.

**Unexpected changes** increased the TOL by \$240,068. Unexpected changes generally fall into one of the three following categories:

- *Plan experience* recognizes results which are *different than expected* based on the prior valuation data and assumptions. Plan experience over the past two years decreased the TOL by \$69,198 from what was previously projected. This favorable experience can be attributed to a combination of (1) lower than expected premiums and claims and (2) continued employment of all prior active members (no separations prior to retirement).
- *Assumption changes:* Collectively, these changes increased the TOL by \$309,266. The largest liability increase follows the decrease in the discount rate reflecting the current bond index rate. Further details of these changes are provided on the last page in Supporting Information, Section 3.
- *Benefit changes:* There were no changes reported since the prior valuation was completed.

This chart reconciles the TOL reported for fiscal year end June 30, 2020 to the TOL to be reported as of June 30, 2021.

<b>Reported Total OPEB Liability at June 30, 2020</b> Measurement Date June 30, 2019	<b>\$ 1,173,701</b>
<b>Expected Changes:</b>	
Service Cost	51,827
Benefit Payments	(44,265)
Interest Cost	42,239
<b>Total Expected Change</b>	<b>49,801</b>
<b>Expected Total OPEB Liability at June 30, 2021</b> Measurement Date June 30, 2020	<b>\$ 1,223,502</b>
<b>Unexpected Changes:</b>	
<i>Plan experience different than assumed</i>	(69,198)
<i>Assumption changes</i>	
Change in discount rate	237,866
Update to implicit subsidy calculation methodology	96,301
Change in healthcare trend model	22,779
Decrease in assumed salary growth trend	5,881
Change in mortality improvement scale	(8,743)
Decrease in assumed spouse coverage	(34,726)
Elimination of excise tax liability	(10,092)
<b>Total Unexpected Change</b>	<b>240,068</b>
<b>Actual Total OPEB Liability at June 30, 2021</b> Measurement Date June 30, 2020	<b>\$ 1,463,570</b>



### D. Accounting Information (GASB 75)

The following exhibits are designed to satisfy the reporting and disclosure requirements of GASB 75 for the fiscal year end June 30, 2021. The District is classified for GASB 75 purposes as a single employer.

Note that the District contributions shown for the 20/21 fiscal year in this report are an estimate and may need to be updated once the actual amount is known after the close of this fiscal year.

#### Components of Net Position and Expense

The exhibit below shows the development of Net Position and Expense as of the Measurement Date.

<b>Plan Summary Information for FYE June 30, 2021</b> <i>Measurement Date is June 30, 2020</i>	<b>SLCWD</b>
<b>Items Impacting Net Position:</b>	
Total OPEB Liability	\$ 1,463,570
Fiduciary Net Position	-
Net OPEB Liability (Asset)	1,463,570
<i>Deferred (Outflows) Inflows of Resources Due to:</i>	
Assumption Changes	(242,034)
Plan Experience	54,155
Investment Experience	-
Deferred Contributions	(42,245)
Net Deferred (Outflows) Inflows of Resources	(230,124)
<b>Impact on Statement of Net Position, FYE 6/30/2021</b>	<b>\$ 1,233,446</b>
<b>Items Impacting OPEB Expense:</b>	
Service Cost	\$ 51,827
Cost of Plan Changes	-
Interest Cost	42,239
Expected Earnings on Assets	-
<i>Recognized Deferred Resource items:</i>	
Assumption Changes	67,232
Plan Experience	(15,043)
Investment Experience	-
<b>OPEB Expense, FYE 6/30/2021</b>	<b>\$ 146,255</b>



**Accounting Information**

(Continued)

**Change in Net Position During the Fiscal Year**

The exhibit below shows the year-to-year changes in the components of Net Position.

For Reporting at Fiscal Year End <i>Measurement Date</i>	6/30/2020 <i>6/30/2019</i>	6/30/2021 <i>6/30/2020</i>	Change During Period
Total OPEB Liability	\$ 1,173,701	\$ 1,463,570	\$ 289,869
Fiduciary Net Position	-	-	-
Net OPEB Liability (Asset)	1,173,701	1,463,570	289,869
<i>Deferred Resource (Outflows) Inflows Due to:</i>			
Assumption Changes	-	(242,034)	(242,034)
Plan Experience	-	54,155	54,155
Investment Experience	-	-	-
Deferred Contributions	(44,265)	(42,245)	2,020
Net Deferred (Outflows) Inflows	(44,265)	(230,124)	(185,859)
Impact on Statement of Net Position	<u>\$ 1,129,436</u>	<u>\$ 1,233,446</u>	<u>\$ 104,010</u>

**Change in Net Position During the Fiscal Year**

Impact on Statement of Net Position, FYE 6/30/2020	\$ 1,129,436
OPEB Expense (Income)	146,255
Employer Contributions During Fiscal Year	<u>(42,245)</u>
Impact on Statement of Net Position, FYE 6/30/2021	<u>\$ 1,233,446</u>

**OPEB Expense**

Employer Contributions During Fiscal Year	\$ 42,245
Deterioration (Improvement) in Net Position	<u>104,010</u>
OPEB Expense (Income), FYE 6/30/2021	<u>\$ 146,255</u>



**Accounting Information**

(Continued)

**Recognition Period for Deferred Resources**

Liability changes due to plan experience which differs from what was assumed in the prior measurement period and/or from assumption changes during the period are recognized over the plan's Expected Average Remaining Service Life ("EARSL"). The EARSL of 4.60 years is the period used to recognize such changes in the OPEB Liability arising during the current measurement period.

When applicable, changes in the Fiduciary Net Position due to investment performance different from the assumed earnings rate are always recognized over 5 years.

Liability changes attributable to benefit changes occurring during the period, if any, are recognized immediately.

**Deferred Resources as of Fiscal Year End and Expected Future Recognition**

The exhibit below shows deferred resources as of the fiscal year end June 30, 2021.

Sierra Lakes County Water District	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	\$ 242,034	\$ -
Differences Between Expected and Actual Experience	-	54,155
Net Difference Between Projected and Actual Earnings on Investments	-	-
Deferred Contributions	42,245	-
<b>Total</b>	<b>\$ 284,279</b>	<b>\$ 54,155</b>

In addition, future recognition of these deferred resources is shown below.

For the Fiscal Year Ending June 30	Recognized Net Deferred Outflows (Inflows) of Resources
2022	\$ 52,189
2023	52,189
2024	52,189
2025	31,312
2026	-
Thereafter	-



**Accounting Information**

(Continued)

**Sensitivity of Liabilities to Changes in the Discount Rate and Healthcare Cost Trend Rate**

The discount rate used for accounting purposes for the fiscal year end 2021 is 2.21%. Healthcare Cost Trend Rate was assumed to start at 5.8% (increase effective January 1, 2021) and grade down to 4% for years 2076 and later. The impact of a 1% increase or decrease in these assumptions is shown in the chart below.

Sensitivity to:			
Change in Discount Rate	Current - 1% 1.21%	Current 2.21%	Current + 1% 3.21%
<b>Net OPEB Liability (Asset)</b>	1,709,592	1,463,570	1,266,887
Increase (Decrease)	246,022		(196,683)
% Increase (Decrease)	16.8%		-13.4%
Change in Healthcare Cost Trend Rate	Current Trend - 1%	Current Trend	Current Trend + 1%
<b>Net OPEB Liability (Asset)</b>	1,251,304	1,463,570	1,737,246
Increase (Decrease)	(212,266)		273,676
% Increase (Decrease)	-14.5%		18.7%



**Accounting Information**

(Continued)

**Schedule of Changes in the District's Net OPEB Liability and Related Ratios**

GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Only results for years since GASB 75 was implemented (fiscal years 2018 through 2021) are shown in the table.

Fiscal Year Ending	2021	2020	2019	2018
Measurement Date	6/30/2020	6/30/2019	6/30/2018	6/30/2017
Discount Rate on Measurement Date	2.21%	3.51%	3.87%	3.53%
<b>Total OPEB liability</b>				
Service Cost	\$ 51,827	\$ 45,410	\$ 24,702	\$ 24,041
Interest	42,239	42,700	25,539	24,494
Changes of benefit terms	-	-	-	-
Differences between expected and actual experience	(69,198)	-	214,739	-
Changes of assumptions	309,266	55,326	141,212	-
Benefit payments	(44,265)	(55,362)	(38,682)	(37,096)
<b>Net change in total OPEB liability</b>	<b>289,869</b>	<b>88,074</b>	<b>367,510</b>	<b>11,439</b>
<b>Total OPEB liability - beginning</b>	<b>1,173,701</b>	<b>1,085,627</b>	<b>718,117</b>	<b>706,678</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 1,463,570</b>	<b>\$ 1,173,701</b>	<b>\$ 1,085,627</b>	<b>\$ 718,117</b>
<b>Plan fiduciary net position - beginning</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net OPEB liability - ending (a) - (b)</b>	<b>\$ 1,463,570</b>	<b>\$ 1,173,701</b>	<b>\$ 1,085,627</b>	<b>\$ 718,117</b>
<b>Covered-employee payroll</b>	<b>\$ 284,028</b>	<b>\$ 274,331</b>	<b>\$ 252,812</b>	<b>\$ 214,138</b>
<b>Net OPEB liability as a percentage of covered-employee payroll</b>	<b>515.29%</b>	<b>427.84%</b>	<b>429.42%</b>	<b>335.35%</b>

**Notes to Schedule**

Valuation Date	6/30/2020	6/30/2018	6/30/2017
Actuarial cost method	Entry Age Normal	Entry Age Normal	Entry Age Normal
General Inflation	2.50%	2.75%	2.75%
Healthcare cost trend rates	5.8%, effective January 2021, fluctuating down to 4.0% by 2076	7.0% in 2019 grading down to 5.0% by 2024	4.0% per year
Annual Salary increases	3.00%	3.25%	2.75%
Retirement age	Ages 50 to 75	Ages 50 to 75	Ages 50 to 75
Mortality	2017 CalPERS Experience Study	2017 CalPERS Experience Study	2014 CalPERS Experience Study
Mortality Improvement	MW Scale 2020	MW Scale 2018	Not Indicated



**Accounting Information**  
(Continued)

**Schedule of Contributions**

This schedule is not required to be provided for unfunded OPEB plans.

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**Accounting Information**  
(Continued)

**Detail of Changes to Net Position**

The chart below details changes to all components of Net Position.

Sierra Lakes County Water District	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)	(d) Deferred Outflows (Inflows) Due to:				Impact on Statement of Net Position (e) = (c) - (d)
				Assumption Changes	Plan Experience	Investment Experience	Deferred Contributions	
<b>Balance at Fiscal Year Ending 6/30/2020</b> <i>Measurement Date 6/30/2019</i>	\$ 1,173,701	\$ -	\$ 1,173,701	\$ -	\$ -	\$ -	\$ 44,265	\$ 1,129,436
<b>Changes During the Period:</b>								
Service Cost	51,827		51,827					51,827
Interest Cost	42,239		42,239					42,239
Expected Investment Income		-	-					-
Employer Contributions		44,265	(44,265)					(44,265)
Changes of Benefit Terms	-		-					-
Benefit Payments	(44,265)	(44,265)	-					-
Assumption Changes	309,266		309,266	309,266				-
Plan Experience	(69,198)		(69,198)		(69,198)			-
Investment Experience		-	-			-		-
Recognized Deferred Resources				(67,232)	15,043		(44,265)	96,454
Employer Contributions in Fiscal Year							42,245	(42,245)
<b>Net Changes in Fiscal Year 2020-2021</b>	289,869	-	289,869	242,034	(54,155)	-	(2,020)	104,010
<b>Balance at Fiscal Year Ending 6/30/2021</b> <i>Measurement Date 6/30/2020</i>	\$ 1,463,570	\$ -	\$ 1,463,570	\$ 242,034	\$ (54,155)	\$ -	\$ 42,245	\$ 1,233,446



**Accounting Information**  
(Continued)

**Schedule of Deferred Outflows and Inflows of Resources**

A listing of all deferred resource bases used to develop the Net Position and OPEB Expense is shown below. Deferred Contributions are not shown.

Measurement Date: June 30, 2020

Deferred Resource					Balance as of Jun 30, 2020	Recognition of Deferred Outflow or Deferred (Inflow) in Measurement Period:						
Date Created	Cause	Initial Amount	Period (Yrs)	Annual Recognition		2019-20 (FYE 2021)	2020-21 (FYE 2022)	2021-22 (FYE 2023)	2022-23 (FYE 2024)	2023-24 (FYE 2025)	2024-25 (FYE 2026)	Thereafter
Gain Due To												
6/30/2020	Plan Experience	\$ (69,198)	4.60	\$ (15,043)	\$ (54,155)	\$ (15,043)	\$ (15,043)	\$ (15,043)	\$ (15,043)	\$ (9,026)	\$ -	\$ -
Loss Due To												
6/30/2020	Assumption Changes	309,266	4.60	67,232	242,034	67,232	67,232	67,232	67,232	40,338	-	-



**Accounting Information**

(Continued)

**District Contributions to the Plan**

District contributions to the Plan occur as benefits are paid to or on behalf of retirees. Benefit payments may occur in the form of direct payments for premiums (“explicit subsidies”) and/or indirect payments to retirees in the form of higher premiums for active employees (“implicit subsidies”). Note that the implicit subsidy contribution does not represent cash payments to retirees, but rather the reclassification of a portion of active healthcare expense to be recognized as a retiree healthcare cost. For details, see Addendum 1 – Important Background Information.

Benefits and other contributions paid by the District during the measurement period and those made in the year following the measurement period but prior to the end of the fiscal year are shown below.

<b>Employer Contributions During the Measurement Period, Jul 1, 2019 thru Jun 30, 2020</b>	<b>SLCWD</b>
Employer Contributions to the Trust	\$ -
Employer Contributions in the Form of Direct Benefit Payments (not reimbursed by trust)	44,265
Implicit contributions	-
<b>Total Employer Contributions During the Measurement Period</b>	<b>\$ 44,265</b>

Benefits and contributions *expected to be made* in the year following the measurement period but prior to the end of the fiscal year are shown below.

<b>Employer Contributions During the Fiscal Year, Jul 1, 2020 thru Jun 30, 2021</b>	<b>SLCWD</b>
Employer Contributions to the Trust	\$ -
Employer Contributions in the Form of Direct Benefit Payments (not reimbursed by trust)	42,245
Implicit contributions	-
<b>Total Employer Contributions During the Fiscal Year</b>	<b>\$ 42,245</b>



**Accounting Information**

(Continued)

**Projected Benefit Payments (15-year projection)**

The following is an estimate of other post-employment benefits to be paid on behalf of current retirees and current employees expected to retire from the District. Expected annual benefits have been projected on the basis of the actuarial assumptions outlined in Section 3.

These projections do not include any benefits expected to be paid on behalf of current active employees *prior to* retirement, nor do they include any benefits for potential *future employees* (i.e., those who might be hired in future years).

Projected Annual Benefit Payments							
Fiscal Year Ending June 30	Explicit Subsidy			Implicit Subsidy			Total
	Current Retirees	Future Retirees	Total	Current Retirees	Future Retirees	Total	
2021	\$ 42,245	\$ -	\$ 42,245	\$ -	\$ -	\$ -	\$ 42,245
2022	48,150	989	49,139	1,382	27	1,409	50,548
2023	48,215	1,417	49,632	1,921	102	2,023	51,655
2024	48,195	2,061	50,256	2,468	242	2,710	52,966
2025	48,115	2,854	50,969	2,995	464	3,459	54,428
2026	48,020	3,827	51,847	3,490	794	4,284	56,131
2027	47,919	5,460	53,379	3,941	1,377	5,318	58,697
2028	47,816	7,227	55,043	4,339	2,146	6,485	61,528
2029	47,721	9,208	56,929	4,684	3,149	7,833	64,762
2030	47,591	10,888	58,479	4,968	4,622	9,590	68,069
2031	47,391	13,544	60,935	5,183	6,469	11,652	72,587
2032	47,113	17,672	64,785	5,325	9,437	14,762	79,547
2033	46,731	21,502	68,233	5,385	12,773	18,158	86,391
2034	46,214	24,844	71,058	5,360	16,342	21,702	92,760
2035	45,514	18,091	63,605	5,256	5,415	10,671	74,276

The amounts shown in the Explicit Subsidy section of the table reflect the expected payment by District toward retiree medical premiums in each of the years shown. The amounts are shown separately, and in total, for those retired on the valuation date ("current retirees") and those expected to retire after the valuation date ("future retirees").

The amounts shown in the Implicit Subsidy table reflect the expected excess of retiree medical and prescription drug claims over the premiums expected to be charged during the year for retirees' coverage. These amounts are also shown separately and in total for those currently retired on the valuation date and for those expected to retire in the future.



**Accounting Information**

(Concluded)

**Sample Journal Entries**

**Beginning Account Balances**

**As of the fiscal year beginning 7/1/2020**

	Debit	Credit
Net OPEB Liability		1,173,701
Deferred Resource -- Assumption Changes	-	
Deferred Resource -- Plan experience	-	
Deferred Resource -- Investment Experience	-	
Deferred Resource -- Contributions	44,265	
Net Position	1,129,436	

\* The entries above assume nothing is on the books at the beginning of the year. So to the extent that values already exist in, for example, the Net OPEB Liability account, then only the difference should be adjusted. The entries above represent the values assumed to exist at the start of the fiscal year.

**Journal entry to recharacterize retiree benefit payments not reimbursed by a trust, and record cash contributions to the trust during the fiscal year**

	Debit	Credit
OPEB Expense	42,245	
Premium Expense		42,245
OPEB Expense	-	
Cash		-

\* This entry assumes a prior journal entry was made to record the payment for retiree premiums. This entry assumes the prior entry debited an account called "Premium Expense" and credited Cash. This entry reverses the prior debit to "Premium Expense" and recharacterizes that entry as an "OPEB Expense". Also, the entry for cash contributions to the trust is shown.

**Journal entries to record other account activity during the fiscal year**

	Debit	Credit
Net OPEB Liability		289,869
Deferred Resource -- Assumption Changes	242,034	
Deferred Resource -- Plan experience		54,155
Deferred Resource -- Investment Experience	-	
Deferred Resource -- Contributions		2,020
OPEB Expense	104,010	



### **E. Funding Information**

Our understanding is that the District is *considered to be* financing its OPEB liability on a pay-as-you-go basis. Prefunding (setting aside funds to accumulate in an irrevocable OPEB trust) has certain advantages, one of which is the ability to (potentially) use a higher discount rate in the determination of liabilities for GASB 75 reporting purposes.

Should the District wish to explore potential future prefunding for this plan we can prepare illustrations of various funding levels and, if appropriate, perform a formal funding valuation at that time. Results under a funding scenario may be materially different from the results presented in this report.

DRAFT



## F. Certification

The purpose of this report is to provide actuarial information of the other postemployment benefits (OPEB) provided by the Sierra Lakes County Water District (the District) in compliance with Statement 75 of the Governmental Accounting Standards Board (GASB 75). We summarized the benefits in this report and our calculations were based on our understanding of the benefits as described herein.

In preparing this report we relied without audit on information provided by the District. This information includes, but is not limited to, plan provisions, census data, and financial information. We performed a limited review of this data and found the information to be reasonably consistent. The accuracy of this report is dependent on this information and if any of the information we relied on is incomplete or inaccurate, then the results reported herein will be different from any report relying on more accurate information.

We consider the actuarial assumptions and methods used in this report to be individually reasonable under the requirements imposed by GASB 75 and taking into consideration reasonable expectations of plan experience. The results provide an estimate of the plan's financial condition at one point in time. Future actuarial results may be significantly different due to a variety of reasons including, but not limited to, demographic and economic assumptions differing from future plan experience, changes in plan provisions, changes in applicable law, or changes in the value of plan benefits relative to other alternatives available to plan members.

Alternative assumptions may also be reasonable; however, demonstrating the range of potential plan results based on alternative assumptions was beyond the scope of our assignment except to the limited extent required by GASB 75 and in accordance with the District's stated OPEB funding policy. Results for accounting purposes may be materially different than results obtained for other purposes such as plan termination, liability settlement, or underlying economic value of the promises made by the plan.

This report is prepared solely for the use and benefit of the District and may not be provided to third parties without prior written consent of MacLeod Watts. Exceptions are: the District may provide copies of this report to their professional accounting and legal advisors who are subject to a duty of confidentiality, and the District may provide this work to any party if required by law or court order. No part of this report should be used as the basis for any representations or warranties in any contract or agreement without the written consent of MacLeod Watts.

The undersigned are unaware of any relationship that might impair the objectivity of this work. Nothing within this report is intended to be a substitute for qualified legal or accounting counsel. The signing actuary is a member of the American Academy of Actuaries and meets the qualification standards for rendering this opinion.

Signed: May 28, 2021

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Catherine L. MacLeod, FSA, FCA, EA, MAAA

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Cody J. Simrell, Actuarial Analyst



**Supporting Information**

(Continued)

**Section 1 - Summary of Employee Data**

Actives	
Age	YOS
50.6	12.1
34.4	4.1
33.4	1.7

The District reported 3 active employees as of the valuation date. All were enrolled in medical coverage through the District.

Retirees by Age		
Current Age	Total	Percent
Below 50	0	0%
50 to 54	0	0%
55 to 59	0	0%
60 to 64	0	0%
65 to 69	3	43%
70 to 74	0	0%
75 to 79	2	29%
80 & up	2	29%
<b>Total</b>	<b>7</b>	<b>100%</b>
<b>Average Age:</b>		
On 6/30/2020	77.4	
At retirement	61.9	

There were 7 retirees covered by this plan and receiving benefits as of the June 30, 2020 valuation date. Their ages are summarized in this chart. Of the 7 retirees, 4 were covering a spouse on the medical plan. The average remaining lifetime for the retirees and their covered spouses was 12.6 years on the valuation date.

This chart shows the change in the number of active and retired plan members between the June 30, 2018 and June 30, 2020 valuation dates. There were no changes in the plan population between valuation dates.

Reconciliation of Client Plan Members Between Valuation Dates			
Status	Covered Actives	Covered Retirees	Total
Number reported as of June 30, 2018	3	7	10
New employees			
Employees separated before retirement			
New retiree, elected coverage			
New retiree, waiving coverage			
<b>Number reported as of June 30, 2020</b>	<b>3</b>	<b>7</b>	<b>10</b>

Summary of Plan Member Counts	
Number of active plan members	3
Number of inactive plan members currently receiving benefits	7
Number of inactive plan members entitled to but not receiving benefits	0*

GASB 75 requires the employer to report specific plan member counts. This chart shows these counts as of the June 30, 2020 valuation date.

\* We are not aware of any retirees who are eligible but not currently enrolled for coverage.



## Supporting Information

(Continued)

### Section 2A - Summary of Retiree Benefit Provisions

**OPEB provided:** The District reported that the only OPEB provided is retiree medical plan coverage.

**Access to coverage:** Medical coverage is currently provided through CalPERS as permitted under the Public Employees' Medical and Hospital Care Act (PEMHCA). This coverage requires the employee to satisfy the requirements for retirement under CalPERS: either (a) attainment of age 50 (age 52, if a miscellaneous PEPR employee) with 5 years of State or public agency service or (b) an approved disability retirement. The employee must begin his or her pension benefit within 120 days of terminating employment with the District<sup>2</sup> to be eligible to continue medical coverage through the District and be entitled to the employer subsidy described below.

Once eligible, a retiree or survivor may enroll within 60 days of retirement *or during any future open enrollment period*. Coverage may be continued at the retiree's option for his or her lifetime. A surviving spouse and other eligible dependents may also continue coverage.

**Benefits provided:** The District has been under contract with CalPERS for medical plan coverage since 2006. As a condition of participation in this program, the District is obligated to contribute toward the cost of retiree medical coverage for the retiree's lifetime or until coverage is discontinued. A surviving spouse and other eligible dependents may also continue coverage and receive the District contribution.

The District currently maintains two different PEMHCA resolutions which apply to those eligible for coverage based on the employee's hire date:

- *Retirees originally hired before December 11, 2015* are covered by an Equal Contribution resolution. This resolution provides for the District to pay 100% of premiums up to but not exceeding the PERS Choice Basic Plan rate for the Bay Area, depending on level of coverage (i.e., if a retiree has single party coverage, the cap is the single party PERS Choice rate. If a retiree has two party coverage, the cap is the two party PERS Choice rate; for family coverage, the cap is the PERS Choice family rate).
- *Retirees originally hired on or after December 11, 2015* are covered by a PEMHCA Vesting resolution. Under this resolution, the District's contribution toward retiree medical benefits is determined as *the lesser of (a) and (b)*:
  - (a) 100% of the medical plan premiums for the retiree and his or her eligible dependents and
  - (b) The maximum monthly benefits (caps) under the vesting formula *multiplied* by the vesting percent. Cap amounts vary by coverage level and are adjusted annually. In 2020, the caps are \$767 (single), \$1,461 (two-party) and \$1,868 (family). The vesting percent is based on years of CalPERS membership, but requires at least 5 years of service with the District.

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<sup>2</sup> Employees covered by the PEMHCA Vesting Resolution who work at least 20 years for the District are not subject to the requirement to begin their pension benefit within 120 days of leaving the District employment.



## Supporting Information

(Continued)

### Section 2A - Summary of Retiree Benefit Provisions

- *Retirees hired on or after December 11, 2015 - continued*

Employees covered by the PEMHCA vesting resolution who qualify for and take an approved disability retirement are automatically 100% vested, regardless of their years of service.

Unlike retirees hired prior to December 2015, those covered by the vesting resolution who complete at least 20 years of service with the District are entitled to these subsidized medical benefits even if they terminate employment prior to reaching the earliest retirement age permitted under their retirement program.

The vesting percentages applied to the maximum coverage level cap amounts are as follows:

Years of Qualifying Service	Less than 10	10	11	12	13	14	15	16	17	18	19	20 or more
Vested Percent	0%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

**Current premium rates:** The 2019 CalPERS monthly medical plan rates in the Bay Area rate group are shown in the table below. If different rates apply where the member resides outside of this area, those rates are reflected in the valuation, but not listed here. The CalPERS administration fee is assumed to be expensed each year and has not been projected as an OPEB liability in this valuation.

Region 1 2020 Health Plan Rates						
Plan	Actives and Pre-Med Retirees			Medicare Eligible Retirees		
	Ee Only	Ee & 1	Ee & 2+	Ee Only	Ee & 1	Ee & 2+
Kaiser HMO	\$ 768.49	\$ 1,536.98	\$ 1,998.07	\$ 339.43	\$ 678.86	\$ 1,139.95
PERS Choice PPO	861.18	1,722.36	2,239.07	351.39	702.78	1,219.49
PERSCare PPO	1,133.14	2,266.28	2,946.16	384.78	769.56	1,449.44
2021 Maximum Monthly District-Paid Subsidy for Retiree Premiums						
Retirees hired before 12/11/2015	\$ 861.18	\$ 1,722.36	\$ 2,239.07	\$ 861.18	\$ 1,722.36	\$ 2,239.07
Retirees hired after 12/11/2015	798.00	1,519.00	1,937.00	798.00	1,519.00	1,937.00

### Section 2B - Excise Taxes for High Cost Retiree Coverage (Repealed)

The Patient Protection and Affordable Care Act (ACA) included a 40% excise tax on high-cost employer-sponsored health coverage. The tax applied to the aggregate annual cost of an employee's applicable coverage that exceeds a dollar limit. Implementation of this tax had been delayed by subsequent legislation to 2022.

As noted earlier in this report, this excise tax on high cost retiree coverage was repealed by Senate Amendment to H.R. 1865, *Further Consolidated Appropriations Act, 2020*, and signed by the President on December 20, 2019. Since repeal occurred before the valuation date, there is no longer an such tax to be valued and we excluded the previously developed liability from the results of this valuation.



**Supporting Information**

(Continued)

**Section 3 - Actuarial Methods and Assumptions**

The ultimate real cost of an employee benefit plan is the value of all benefits and other expenses of the plan over its lifetime. These payments depend only on the terms of the plan and the administrative arrangements adopted. The actuarial assumptions are used to estimate the cost of these benefits; the funding method spreads the expected costs on a level basis over the life of the plan.

**Important Dates**

Fiscal Year End	June 30, 2021
GASB 75 Measurement Date	Last day of the prior fiscal year (June 30, 2020)
Valuation Date	June 30, 2020

**Valuation Methods**

Funding Method	Entry Age Normal Cost, level percent of pay
Asset Valuation Method	Not applicable (\$0; no OPEB trust has been established)
Participants Valued	Only current active employees and retired participants and covered dependents are valued. No future entrants are considered in this valuation.

**Development of Age-related Medical Premiums**

Actual premium rates for retirees and their spouses were adjusted to an age-related basis by applying medical claim cost factors developed from the data presented in the report, "Health Care Costs – From Birth to Death", sponsored by the Society of Actuaries. A description of the use of claims cost curves can be found in MacLeod Watts's Age Rating Methodology provided in Addendum 2 to this report.

Representative claims costs derived from the dataset provided by CalPERS for retirees are shown below:

Expected Monthly Claims by Medical Plan for Selected Ages								
Medical Plan	Male							
	55	60	65	70	75	80	85	90
Kaiser HMO	\$ 996	\$ 1,251	\$ 285	\$ 319	\$ 347	\$ 363	\$ 358	\$ 342
PERS Choice PPO	1,009	1,267	317	355	385	404	398	380
PERSCare PPO	1,253	1,574	342	384	417	436	431	411
Medical Plan	Female							
	55	60	65	70	75	80	85	90
Kaiser HMO	\$ 1,092	\$ 1,245	\$ 273	\$ 309	\$ 334	\$ 349	\$ 352	\$ 345
PERS Choice PPO	1,106	1,261	303	343	371	388	391	383
PERSCare PPO	1,374	1,566	328	371	401	419	423	414



**Supporting Information**

(Continued)

**Section 3 - Actuarial Methods and Assumptions**

**Economic Assumptions**

Municipal Bond Index	Bond Buyer General Obligation 20-Bond Municipal Bond Index
Discount Rate	3.51% as of June 30, 2019 2.21% as of June 30, 2020
General Inflation Rate	2.5% per year
Salary Increase	3.0% per year; since benefits do not depend on salary, this is used to allocate the cost of benefits between service years.
Healthcare Trend	Medical plan premiums, PEMHCA vesting (100/90) caps and claims costs by age are assumed to increase once each year. Increases over the prior year's levels were derived using the Getzen model and are assumed to be effective on the dates shown below:

Effective January 1	Premium Increase	Effective January 1	Premium Increase
2021	5.8%	2061-2066	4.80%
2022	5.7%	2067	4.70%
2023	5.6%	2068	4.60%
2024	5.5%	2069	4.50%
2025-2026	5.40%	2070-2071	4.40%
2027-2029	5.30%	2072	4.30%
2030-2051	5.20%	2073-2074	4.20%
2052	5.10%	2075	4.10%
2053-2055	5.00%	2076	4.00%
2056-2060	4.90%	& later	4.00%

The healthcare trend shown above was developed using the Getzen Model 2021\_b published by the Society of Actuaries using the following settings: CPI 2.5%; Real GDP Growth 1.5%; Excess Medical Growth 1.1%; Expected Health Share of GDP in 2028 20.3%; Resistance Point 25%; Year after which medical growth is limited to growth in GDP 2075.



**Supporting Information**

(Continued)

**Section 3 - Actuarial Methods and Assumptions**

**Participant Election Assumptions**

Participation Rate

**For active employees hired before 12/11/2015:** 100% are assumed to continue their current plan election in retirement.

**For active employees hired on or after 12/11/2015:** Prior to age 65, participation rates for employees covered by the PEMHCA Vesting Resolution are assumed to vary by the number of completed years of PERS service:

<b>Assumed Participation Rates for Active Employees</b>			
<b>PERS Service</b>	<b>Assumed % Participation</b>	<b>PERS Service</b>	<b>Assumed % Participation</b>
Under 10	0%	13	90%
10	75%	14	95%
11	80%	15 or more	100%
12	85%		

Once reaching age 65, 100% are assumed to elect coverage.

**Retired participants:** Existing medical plan elections are assumed to continue until the retiree’s death.

Spouse Coverage

**Active participants:** 60% of employees are assumed to be married and to elect coverage for their spouse in retirement. Surviving spouses are assumed to keep coverage until their death. Husbands are assumed to be 3 years older than their wives.

**Retired participants:** Existing elections for spouse coverage are assumed to be continued until the spouse’s death. Actual spouse ages are used.

Dependent Children Coverage

**Active employees:** 25% of those covered in retirement are assumed to cover dependents other than a spouse under age 26 at retirement; eligibility for coverage for the youngest dependent is assumed to end at the retiree’s age 62.

**Retired participants:** Coverage for dependent children is assumed to end when the youngest currently covered dependent reaches age 26. On the valuation date, no retirees were covering dependent children on District medical plans.

Medicare Eligibility

Absent contrary data, all individuals are assumed to be eligible for Medicare Parts A and B at age 65.



**Supporting Information**

(Continued)

**Section 3 - Actuarial Methods and Assumptions**

**Demographic Assumptions**

*Demographic actuarial assumptions used in this valuation are based on the 2017 experience study of the California Public Employees Retirement System using data from 1997 to 2015, except for a different basis used to project future mortality improvements. Rates for selected age and service are shown below and on the following pages. The representative mortality rates were those published by CalPERS adjusted to back out 15 years of Scale MP 2016 to central year 2015.*

Mortality Improvement

MacLeod Watts Scale 2020 applied generationally from 2015  
 (see Addendum 3)

Mortality Before Retirement  
 (before improvement applied)

CalPERS Public Agency Miscellaneous Non-Industrial Deaths		
Age	Male	Female
15	0.00019	0.00004
20	0.00027	0.00008
30	0.00044	0.00018
40	0.00070	0.00040
50	0.00135	0.00090
60	0.00288	0.00182
70	0.00693	0.00438
80	0.01909	0.01080

Mortality After Retirement  
 (before improvement applied)

Healthy Lives

CalPERS Public Agency Miscellaneous, Police & Fire Post Retirement Mortality		
Age	Male	Female
40	0.00070	0.00040
50	0.00431	0.00390
60	0.00758	0.00524
70	0.01490	0.01044
80	0.04577	0.03459
90	0.14801	0.11315
100	0.35053	0.30412
110	1.00000	1.00000

Disabled Miscellaneous

CalPERS Public Agency Disabled Miscellaneous Post-Retirement Mortality		
Age	Male	Female
20	0.00027	0.00008
30	0.00044	0.00018
40	0.00070	0.00040
50	0.01371	0.01221
60	0.02447	0.01545
70	0.03737	0.02462
80	0.07218	0.05338
90	0.16585	0.14826



**Supporting Information**

(Continued)

**Section 3 - Actuarial Methods and Assumptions**

Termination Rates

<b>Miscellaneous Employees: Sum of Vested Terminated &amp; Refund Rates From CalPERS Experience Study Report Issued December 2017</b>						
Attained Age	Years of Service					
	0	3	5	10	15	20
15	0.1812	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.1742	0.1193	0.0654	0.0000	0.0000	0.0000
25	0.1674	0.1125	0.0634	0.0433	0.0000	0.0000
30	0.1606	0.1055	0.0615	0.0416	0.0262	0.0000
35	0.1537	0.0987	0.0567	0.0399	0.0252	0.0184
40	0.1468	0.0919	0.0519	0.0375	0.0243	0.0176
45	0.1400	0.0849	0.0480	0.0351	0.0216	0.0168

Service Retirement Rates

<b>Miscellaneous Employees: 2% at 60 formula From CalPERS Experience Study Report Issued December 2017</b>						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0200	0.0200	0.0200	0.0200	0.0200	0.1500
55	0.0190	0.0260	0.0330	0.0920	0.1360	0.1460
60	0.0700	0.0740	0.0890	0.1130	0.1370	0.1610
65	0.1400	0.1780	0.2150	0.2640	0.3210	0.3770
70	0.1400	0.1780	0.2150	0.2640	0.3210	0.3770
75 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000

<b>Miscellaneous "PEPRA" Employees: 2% at 62 formula From CalPERS Experience Study Report Issued December 2017</b>						
Current Age	Years of Service					
	5	10	15	20	25	30
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
55	0.0100	0.0190	0.0280	0.0360	0.0610	0.0960
60	0.0310	0.0510	0.0710	0.0910	0.1110	0.1380
65	0.1080	0.1410	0.1730	0.2060	0.2390	0.3000
70	0.1200	0.1560	0.1930	0.2290	0.2650	0.3330
75 & over	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000



## Supporting Information

(Concluded)

### Section 3 - Actuarial Methods and Assumptions

#### Changes in assumptions or methods as of the Measurement Date

Discount rate	Changed from 3.51% as of June 30, 2019 to 2.21% as of June 30, 2020, based on the published change in return for the applicable municipal bond index.
Mortality improvement	Updated from MacLeod Watts Scale 2018 to MacLeod Watts Scale 2020. See Addendum 3 for details.
Medical trend	Updated to the Getzen model which was published by the Society of Actuaries
General inflation rate	Decreased from 2.75% to 2.5% per year
Salary increase	Decreased from 3.25% to 3.0% per year
Spouse coverage	Assumed spouse coverage was decreased from 70% to 60% based on recent District experience
Excise tax on high cost coverage	Removed due to the December 2019 repeal of this provision of the Affordable Care Act



## Addendum 1: Important Background Information

### General Types of Other Post-Employment Benefits (OPEB)

Post-employment benefits other than pensions (OPEB) comprise a part of compensation that employers offer for services received. The most common OPEB are medical, prescription drug, dental, vision, and/or life insurance coverage. Other OPEB may include outside group legal, long-term care, or disability benefits outside of a pension plan. OPEB does not generally include COBRA, vacation, sick leave (unless converted to defined benefit OPEB), or other direct retiree payments.

A direct employer payment toward the cost of OPEB benefits is referred to as an “explicit subsidy”. In addition, if claims experience of employees and retirees are pooled when determining premiums, retiree premiums are based on a pool of members which, on average, are younger and healthier. For certain types of coverage such as medical insurance, this results in an “implicit subsidy” of retiree premiums by active employee premiums since the retiree premiums are lower than they would have been if retirees were insured separately. GASB 75 and Actuarial Standards of Practice generally require that an implicit subsidy of retiree premium rates be valued as an OPEB liability.

Expected retiree claims		
Premium charged for retiree coverage		<i>Covered by higher active premiums</i>
Retiree portion of premium	Agency portion of premium Explicit subsidy	Implicit subsidy

*This chart shows the sources of funds needed to cover expected medical claims for pre-Medicare retirees. The portion of the premium paid by the Agency does not impact the amount of the implicit subsidy.*

### Valuation Process

The valuation was based on employee census data and benefits provided by District. A summary of the employee data is provided in Section 1 and a summary of the benefits provided under the Plan is provided in Section 2. While individual employee records have been reviewed to verify that they are reasonable in various respects, the data has not been audited and we have otherwise relied on District as to its accuracy. The valuation was also based on the actuarial methods and assumptions described in Section 3.

In developing the projected benefit values and liabilities, we first determine an expected premium or benefit stream over the employee’s future retirement. Benefits may include both direct employer payments (explicit subsidies) and/or an implicit subsidy, arising when retiree premiums are expected to be subsidized by active employee premiums. The projected benefit streams reflect assumed trends in the cost of those benefits and assumptions as to the expected date(s) when benefits will end. We then apply assumptions regarding:

- The probability that each individual employee will or will not continue in service to receive benefits.
- The probability of when such retirement will occur for each retiree, based on current age, service and employee type; and
- The likelihood that future retirees will or will not elect retiree coverage (and benefits) for themselves and/or their dependents.



## Important Background Information

(Continued)

We then calculate a present value of these benefits by discounting the value of each future expected benefit payment, multiplied by the assumed expectation that it will be paid, back to the valuation date using the discount rate. These benefit projections and liabilities have a very long time horizon. The final payments for currently active employees may not be made for many decades.

The resulting present value for each employee is allocated as a level percent of payroll each year over the employee's career using the entry age normal cost method and the amounts for each individual are then summed to get the results for the entire plan. This creates a cost expected to increase each year as payroll increases. Amounts attributed to prior fiscal years form the "Total OPEB Liability". The OPEB cost allocated for active employees in the current year is referred to as "Service Cost".

Where contributions have been made to an irrevocable OPEB trust, the accumulated value of trust assets ("Fiduciary Net Position") is applied to offset the "Total OPEB Liability", resulting in the "Net OPEB Liability". If a plan is not being funded, then the Net OPEB Liability is equal to the Total OPEB Liability.

It is important to remember that an actuarial valuation is, by its nature, a projection of one possible future outcome based on many assumptions. To the extent that actual experience is not what we assumed, future results will differ. Some possible sources of future differences may include:

- A significant change in the number of covered or eligible plan members
- A significant increase or decrease in the future premium rates
- A change in the subsidy provided by the Agency toward retiree premiums
- Longer life expectancies of retirees
- Significant changes in expected retiree healthcare claims by age, relative to healthcare claims for active employees and their dependents
- Higher or lower returns on plan assets or contribution levels other than were assumed, and/or
- Changes in the discount rate used to value the OPEB liability



## Important Background Information

(Continued)

### Requirements of GASB 75

The Governmental Accounting Standards Board (GASB) issued GASB Statement No. 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. This Statement establishes standards for the measurement, recognition, and disclosure of OPEB expense and related liabilities (assets), note disclosures, and, required supplementary information (RSI) in the financial reports of state and local governmental employers.

### Important Dates

GASB 75 requires that the information used for financial reporting falls within prescribed timeframes. Actuarial valuations of the total OPEB liability are generally required at least every two years. If a valuation is not performed as of the Measurement Date, then liabilities are required to be based on roll forward procedures from a prior valuation performed no more than 30 months and 1 day prior to the most recent year-end. In addition, the net OPEB liability is required to be measured as of a date no earlier than the end of the prior fiscal year (the "Measurement Date").

### Recognition of Plan Changes and Gains and Losses

Under GASB 75, gains and losses related to changes in Total OPEB Liability and Fiduciary Net Position are recognized in OPEB expense systematically over time.

- *Timing of recognition:* Changes in the Total OPEB Liability relating to changes in plan benefits are recognized immediately (fully expensed) in the year in which the change occurs. Gains and Losses are amortized, with the applicable period based on the type of gain or loss. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense.
- *Deferred recognition periods:* These periods differ depending on the source of the gain or loss.

Difference between projected  
and actual trust earnings:

5 year straight-line recognition

All other amounts:

Straight-line recognition over the expected average remaining service lifetime (EARSL) of all members that are provided with benefits, determined as of the beginning of the Measurement Period. In determining the EARSL, all active, retired and inactive (vested) members are counted, with the latter two groups having 0 remaining service years.



**Important Background Information**

(Continued)

**Implicit Subsidy Plan Contributions**

An implicit subsidy occurs when expected retiree claims exceed the premiums charged for retiree coverage. When this occurs, we expect part of the premiums paid for active employees to cover a portion of retiree claims. This transfer represents the current year’s “implicit subsidy”. Because GASB 75 treats payments to an irrevocable trust or *directly to the insurer* as employer contributions, each year’s implicit subsidy is treated as a contribution toward the payment of retiree benefits.

The following hypothetical example illustrates this treatment:

Hypothetical Illustration of Implicit Subsidy Recognition	For Active Employees	For Retired Employees
<i>Prior to Implicit Subsidy Adjustment</i>		
Premiums Paid by Agency During Fiscal Year	\$ 411,000	\$ 48,000
Accounting Treatment	Compensation Cost for Active Employees	Contribution to Plan & Benefits Paid from Plan
<i>After Implicit Subsidy Adjustment</i>		
Premiums Paid by Agency During Fiscal Year	\$ 411,000	\$ 48,000
Implicit Subsidy Adjustment	(23,000)	23,000
Accounting Cost of Premiums Paid	\$ 388,000	\$ 71,000
Accounting Treatment Impact	Reduces Compensation Cost for Active Employees	Increases Contributions to Plan & Benefits Paid from Plan

The example above shows that total payments toward active and retired employee healthcare premiums is the same, but for accounting purposes part of the total is shifted from actives to retirees. This shifted amount is recognized as an OPEB contribution and reduces the current year’s premium expense for active employees.



## **Important Background Information**

(Continued)

### **Discount Rate**

When the financing of OPEB liabilities is on a pay-as-you-go basis, GASB 75 requires that the discount rate used for valuing liabilities be based on the yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (or equivalent quality on another rating scale). When a plan sponsor makes regular, sufficient contributions to a trust in order to prefund the OPEB liabilities, GASB 75 allows use of a rate up to the expected rate of return of the trust. Therefore, prefunding has an advantage of potentially being able to report overall lower liabilities due to future expected benefits being discounted at a higher rate.

### **Actuarial Funding Method and Assumptions**

The “ultimate real cost” of an employee benefit plan is the value of all benefits and other expenses of the plan over its lifetime. These expenditures are dependent only on the terms of the plan and the administrative arrangements adopted, and as such are not affected by the actuarial funding method.

The actuarial funding method attempts to spread recognition of these expected costs on a level basis over the life of the plan, and as such sets the “incidence of cost”. GASB 75 specifically requires that the actuarial present value of projected benefit payments be attributed to periods of employee service using the Entry Age Actuarial Cost Method, with each period’s service cost determined as a level percentage of pay.

The results of this report may not be appropriate for other purposes, where other assumptions, methodology and/or actuarial standards of practice may be required or more suitable.



## Addendum 2: MacLeod Watts Age Rating Methodology

Both accounting standards (e.g. GASB 75) and actuarial standards (e.g. ASOP 6) require that expected retiree claims, not just premiums paid, be reflected in most situations where an actuary is calculating retiree healthcare liabilities. Unfortunately, the actuary is often required to perform these calculations without any underlying claims information. In most situations, the information is not available, but even when available, the information may not be credible due to the size of the group being considered.

Actuaries have developed methodologies to approximate healthcare claims from the premiums being paid by the plan sponsor. Any methodology requires adopting certain assumptions and using general studies of healthcare costs as substitutes when there is a lack of credible claims information for the specific plan being reviewed.

Premiums paid by sponsors are often uniform for all employee and retiree ages and genders, with a drop in premiums for those participants who are Medicare-eligible. While the total premiums are expected to pay for the total claims for the insured group, on average, the premiums charged would not be sufficient to pay for the claims of older insureds and would be expected to exceed the expected claims of younger insureds. An age-rating methodology takes the typically uniform premiums paid by plan sponsors and spreads the total premium dollars to each age and gender intended to better approximate what the insurer might be expecting in actual claims costs at each age and gender.

The process of translating premiums into expected claims by age and gender generally follows the steps below.

1. *Obtain or Develop Relative Medical Claims Costs by Age, Gender, or other categories that are deemed significant.* For example, a claims cost curve might show that, if a 50 year old male has \$1 in claims, then on average a 50 year old female has claims of \$1.25, a 30 year male has claims of \$0.40, and an 8 year old female has claims of \$0.20. The claims cost curve provides such relative costs for each age, gender, or any other significant factor the curve might have been developed to reflect. Section 3 provides the source of information used to develop such a curve and shows sample relative claims costs developed for the plan under consideration.
2. *Obtain a census of participants, their chosen medical coverage, and the premium charged for their coverage.* An attempt is made to find the group of participants that the insurer considered in setting the premiums they charge for coverage. That group includes the participant and any covered spouses and children. When information about dependents is unavailable, assumptions must be made about spouse age and the number and age of children represented in the population. These assumptions are provided in Section 3.
3. *Spread the total premium paid by the group to each covered participant or dependent based on expected claims.* The medical claims cost curve is used to spread the total premium dollars paid by the group to each participant reflecting their age, gender, or other relevant category. After this step, the actuary has a schedule of expected claims costs for each age and gender for the current premium year. It is these claims costs that are projected into the future by medical cost inflation assumptions when valuing expected future retiree claims.

The methodology described above is dependent on the data and methodologies used in whatever study might be used to develop claims cost curves for any given plan sponsor. These methodologies and assumptions can be found in the referenced paper cited as a source in the valuation report.



### **Addendum 3: MacLeod Watts Mortality Projection Methodology**

Actuarial standards of practice (e.g., ASOP 35, Selection of Demographic and Other Noneconomic Assumptions for Measuring Pension Obligations, and ASOP 6, Measuring Retiree Group Benefits Obligations) indicate that the actuary should reflect the effect of mortality improvement (i.e., longer life expectancies in the future), both before and after the measurement date. The development of credible mortality improvement rates requires the analysis of large quantities of data over long periods of time. Because it would be extremely difficult for an individual actuary or firm to acquire and process such extensive amounts of data, actuaries typically rely on large studies published periodically by organizations such as the Society of Actuaries or Social Security Administration.

As noted in a recent actuarial study on mortality improvement, key principles in developing a credible mortality improvement model would include the following:

- (1) Short-term mortality improvement rates should be based on recent experience.
- (2) Long-term mortality improvement rates should be based on expert opinion.
- (3) Short-term mortality improvement rates should blend smoothly into the assumed long-term rates over an appropriate transition period.

The **MacLeod Watts Scale 2020** was developed from a blending of data and methodologies found in two published sources: (1) the Society of Actuaries Mortality Improvement Scale MP-2019 Report, published in October 2019 and (2) the demographic assumptions used in the 2019 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, published April 2019.

MacLeod Watts Scale 2020 is a two-dimensional mortality improvement scale reflecting both age and year of mortality improvement. The underlying base scale is Scale MP-2019 which has two segments – (1) historical improvement rates for the period 1951-2015 and (2) an estimate of future mortality improvement for years 2016-2018 using the Scale MP-2019 methodology but utilizing the assumptions obtained from Scale MP-2015. The MacLeod Watts scale then transitions from the 2018 improvement rate to the Social Security Administration (SSA) Intermediate Scale linearly over the 10-year period 2019-2028. After this transition period, the MacLeod Watts Scale uses the constant mortality improvement rate from the SSA Intermediate Scale from 2028-2042. The SSA's Intermediate Scale has a final step down in 2043 which is reflected in the MacLeod Watts scale for years 2043 and thereafter. Over the ages 95 to 115, the SSA improvement rate is graded to zero.

Scale MP-2019 can be found at the SOA website and the projection scales used in the 2019 Social Security Administrations Trustees Report at the Social Security Administration website.



## Glossary

Actuarial Funding Method – A procedure which calculates the actuarial present value of plan benefits and expenses, and allocates these expenses to time periods, typically as a normal cost and an actuarial accrued liability

Actuarial Present Value of Projected Benefits (APVPB) – The amount presently required to fund all projected plan benefits in the future. This value is determined by discounting the future payments by an appropriate interest rate and the probability of nonpayment.

CalPERS – Many state governments maintain a public employee retirement system; CalPERS is the California program, covering all eligible state government employees as well as other employees of other governments within California who have elected to join the system

Defined Benefit (DB) – A pension or OPEB plan which defines the monthly income or other benefit which the plan member receives at or after separation from employment

Deferred Contributions – When an employer makes contributions after the measurement date and prior to the fiscal year end, recognition of these contributions is deferred to a subsequent accounting period by creating a deferred resource. We refer to these contributions as Deferred Contributions.

Defined Contribution (DC) – A pension or OPEB plan which establishes an individual account for each member and specifies how contributions to each active member's account are determined and the terms of distribution of the account after separation from employment

Discount Rate - Interest rate used to discount future potential benefit payments to the valuation date. Under GASB 75, if a plan is prefunded, then the discount rate is equal to the expected trust return. If a plan is not prefunded (pay-as-you-go), then the rate of return is based on a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher.

Expected Average Remaining Service Lifetime (EARS�) – Average of the expected remaining service lives of all employees that are provided with benefits through the OPEB plan (active employees and inactive employees), beginning in the current period

Entry Age Actuarial Cost Method – An actuarial funding method where, for each individual, the actuarial present value of benefits is levelly spread over the individual's projected earnings or service from entry age to the last age at which benefits can be paid

Excise Tax – The Affordable Care Act created an excise tax on the value of employer sponsored coverage which exceeds certain thresholds ("Cadillac Plans"). This tax was repealed in December 2019.

Explicit Subsidy – The projected dollar value of future retiree healthcare costs expected to be paid directly by the Employer, e.g., the Employer's payment of all or a portion of the monthly retiree premium billed by the insurer for the retiree's coverage

Fiduciary Net Position – The value of trust assets used to offset the Total OPEB Liability to determine the Net OPEB Liability.

Government Accounting Standards Board (GASB) – A private, not-for-profit organization which develops generally accepted accounting principles (GAAP) for U.S. state and local governments; like FASB, it is part of the Financial Accounting Foundation (FAF), which funds each organization and selects the members of each board



## Glossary

(Continued)

Health Care Trend – The assumed rate(s) of increase in future dollar values of premiums or healthcare claims, attributable to increases in the cost of healthcare; contributing factors include medical inflation, frequency or extent of utilization of services and technological developments.

Implicit Subsidy – The projected difference between future retiree claims and the premiums to be charged for retiree coverage; this difference results when the claims experience of active and retired employees are pooled together and a ‘blended’ group premium rate is charged for both actives and retirees; a portion of the active employee premiums subsidizes the retiree premiums.

Net OPEB Liability (NOL) – The liability to employees for benefits provided through a defined benefit OPEB. Only assets administered through a trust that meet certain criteria may be used to reduce the Total OPEB Liability.

Net Position – The Impact on Statement of Net Position is the Net OPEB Liability adjusted for deferred resource items

OPEB Expense – The OPEB expense reported in the Agency’s financial statement. OPEB expense is the annual cost of the plan recognized in the financial statements.

Other Post-Employment Benefits (OPEB) – Post-employment benefits other than pension benefits, most commonly healthcare benefits but also including life insurance if provided separately from a pension plan

Pay-As-You-Go (PAYGO) – Contributions to the plan are made at about the same time and in about the same amount as benefit payments and expenses coming due

PEMHCA – The Public Employees’ Medical and Hospital Care Act, established by the California legislature in 1961, provides community-rated medical benefits to participating public employers. Among its extensive regulations are the requirements that a contracting Agency contribute toward medical insurance premiums for retired annuitants and that a contracting Agency file a resolution, adopted by its governing body, with the CalPERS Board establishing any new contribution.

Plan Assets – The value of cash and investments considered as ‘belonging’ to the plan and permitted to be used to offset the AAL for valuation purposes. To be considered a plan asset, GASB 75 requires (a) contributions to the OPEB plan be irrevocable, (b) OPEB assets to dedicated to providing OPEB benefit to plan members in accordance with the benefit terms of the plan, and (c) plan assets be legally protected from creditors, the OPEB plan administrator and the plan members.

Public Agency Miscellaneous (PAM) – Non-safety public employees.

Select and Ultimate – Actuarial assumptions which contemplate rates which differ by year initially (the select period) and then stabilize at a constant long-term rate (the ultimate rate)

Service Cost – Total dollar value of benefits expected to be earned by plan members in the current year, as assigned by the actuarial funding method; also called normal cost

Total OPEB Liability (TOL) – Total dollars required to fund all plan benefits attributable to service rendered as of the valuation date for current plan members and vested prior plan members; a subset of “Actuarial Present Value”

Vesting – As defined by the plan, requirements which when met make a plan benefit nonforfeitable on separation of service before retirement eligibility



# Water Conservation Plan



Sierra Lakes County Water District  
PO Box 1039  
Soda Springs, California 95728

February 22, 2014

73a-1

### **Introduction**

The Sierra Lakes County Water District was formed in 1961 and operates in accordance with California State Water Code Sections 30000 et seq. The District provides domestic water and sanitary sewer collection services to the residents of the Serene Lakes area of Placer County. The primary source of water is "Ice Lakes" which are tributary to Serena Creek and the North Fork of the American River. Diversion and use of this surface water source is allowed by the State of California State Water Resources Control Board under Permit #14248 (Application #20601) originally issued in 1962 and amended in 2013.

The Permit allows direct diversion at a maximum rate of 0.8 cubic feet per second from October 1<sup>st</sup> of each year to June 30<sup>th</sup> of the succeeding year, with an annual limit of 394 acre-feet and 783 acre-feet per annum by storage to be collected from October 1<sup>st</sup> of each year to June 30<sup>th</sup> of the succeeding year. The total amount of water to be taken from the source shall not exceed 1,177 acre-feet per water year (October 1<sup>st</sup> to September 30<sup>th</sup>). Allowable uses are: Municipal, Industrial (snowmaking), Fish Culture and Recreation. The quantity authorized for beneficial use is 365 acre-feet. The Permit requires proof of Beneficial Use by December 31, 2042.

Condition 12 of the Amended Permit states:

*The Permittee shall consult with the Division of Water Rights and develop and implement a water conservation plan or actions. The proposed plan or actions shall be presented to the State Water Board for approval within one-year of the date of this permit or such further time as, for good cause shown, may be allowed by the Board. A progress report on the development of a water conservation program may be required by the Board at any time within this period. All cost effective measures identified in the water conservation program shall be implemented in accordance with the schedule for implementation found therein.*

This Water Conservation Plan was prepared by the Sierra Lakes County Water District to satisfy Condition 12.

### **Development History and Water Use**

The Serene Lakes community is comprised of eight residential subdivisions containing 1,045 single-family residential lots, a 26 room lodge and restaurant, the District office, a fire station and a cross-country ski area day-use lodge. The first subdivision, Ice Lakes #1 was recorded in 1946, the last subdivision (Ice Lakes Lodge) was recorded in 1997; the majority of the parcels were created in the late 1960's and early 1970's. Of the 1,045 residential lots, 803 are developed. Ten undeveloped large parcels surrounding the subdivisions were recently purchased by the Truckee Donner Land Trust and no development is planned by that entity. As of December 31, 2013, the District has 820 Equivalent Dwelling Unit (EDU) connections; the 17 non-residential EDU's are comprised of the previously mentioned lodges and municipal buildings. Figure 1 shows the connection history of the District since 1990.

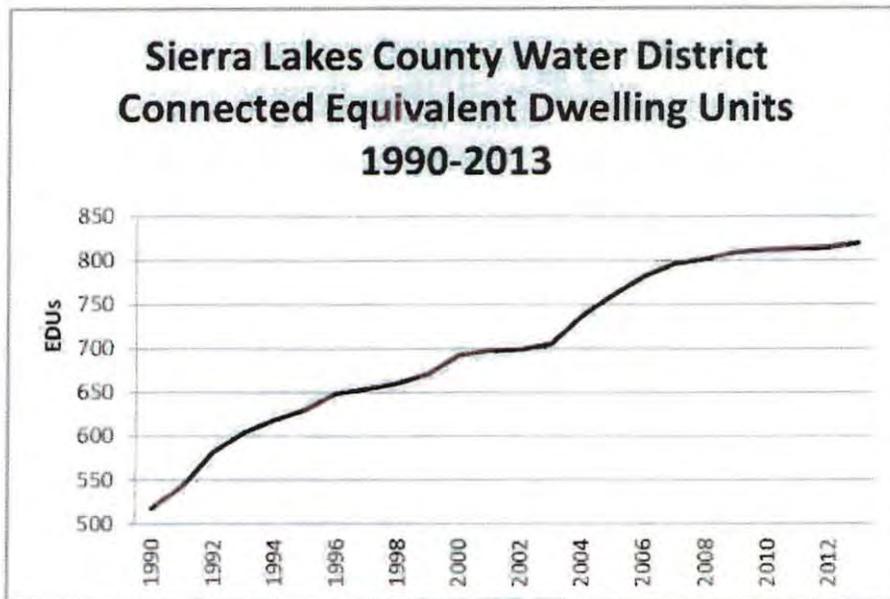


Figure 1

The State (Senate Bill 610) required all Urban Water Suppliers (3,000 customers or 3,000 acre-feet/year) to develop a Water Conservation Plan by July 1, 2011, and reduce consumption 10% by the end of 2015 and 20% by 2020 (the baseline is the 10-year average from 2000-2010). While the District does not meet the definition of an Urban Water Supplier, the same goals and typical programs described in SB-610 were used in the preparation of this Plan.

The District's population fluctuates significantly due to the second-home nature of the community; approximately 10% of the homes are occupied on a full-time basis. For that reason, the District has chosen to measure consumption in terms of acre-foot (af) per Equivalent Dwelling Unit (EDU) per year, as compared to the more typical gallons/person/day (gpd) used for communities composed of primary residences. Information from calendar years 2000 through 2013 (Figure 2) shows a significant decrease in water use during the past fourteen years. An almost 28% reduction, when the 2000-2010 average of 0.159 af/EDU/yr. is compared to the 2013 rate of 0.114 af/EDU/yr., has been achieved by the District.

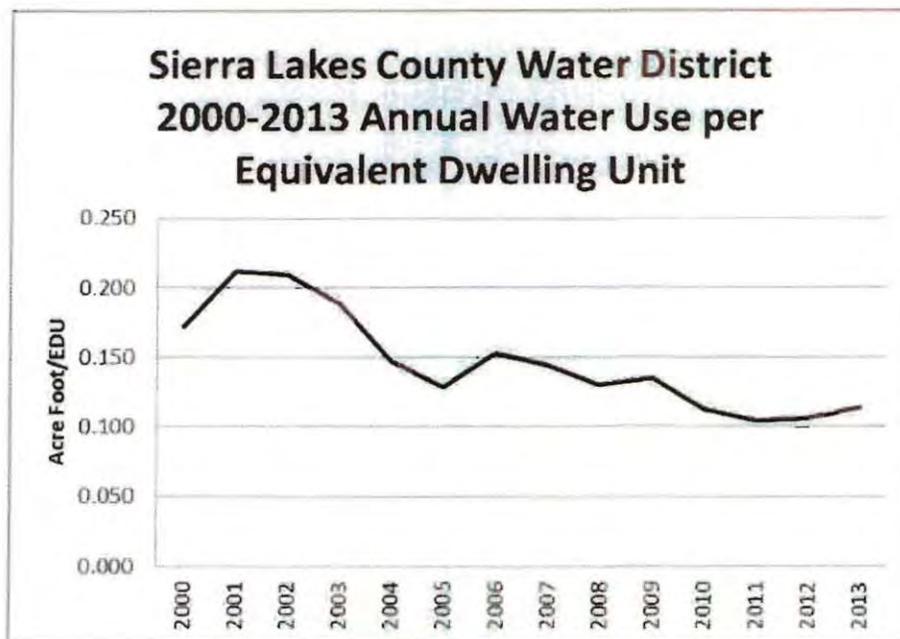


Figure 2

### Water Conservation Plan

While the District has met the 2020 requirements of SB-610 ( $\geq 20\%$  reduction), additional savings can be realized by the implementation of a Water Conservation Plan that incorporates the following components:

- customer education
- distribution system leakage reduction
- a plumbing fixture retrofit program
- water conservation building codes and ordinances

#### Customer Education and Outreach

The District will prepare an insert for inclusion in the annual utility billing and semi-annual postings on the District's website. The flyer will describe ways to save water both inside and outside the house by modifying user habits, how/where to look for leaks, why water conservation benefits the community and a fixture retrofit program. The next scheduled utility billing is July 2014, and the posting on the website will begin at the start of 2014-2015 fiscal year.

#### Distribution System Leakage Reduction

The District spent approximately \$2.5 Million between 2008 and 2010 replacing the oldest water mains and laterals (main to property line) in the distribution system, significantly reducing the number of leaks originating from District owned infrastructure. While the mainline and lateral leakage is minimal, customer service line (property line to house) leakage has significantly

increased in the last year. District Staff has found that galvanized service piping (the oldest homes) has reached the end of its useful life and typically requires replacement due corrosion. To a lesser extent, leakage is also occurring on copper service lines of newer homes, typically due to contact with buried power lines. Most service leaks are in the one to four gallons/minute range and are difficult to find as the leaking water rarely surfaces. As a result, confirmation of a leaking service line is evidenced by observing flow through the existing water meter (if the house was built after 1992) or by the installation of a temporary meter at homes that have been retrofitted with a meter setter. Approximately 600 of the 803 existing homes are equipped with a meter or meter setter. Beginning the summer of 2014, District Staff will check at least 100 existing homes each construction season (typically June through October) for leaking service lines. Property owners will be notified of the leak and the water turned off at the curb-stop until the service line is repaired or replaced.

#### Plumbing Fixture Retrofit Program

A program to install low-use water fixtures in in the approximately 525 homes constructed in the District before 1992 will include the following incentives:

1. a rebate payment to the property owner of \$125/toilet, maximum of two per house, when a 3+ gallons/flush unit is replaced with a 1.28 gallons/flush unit. A Rebate Application would be completed by the owner and the original and replacement toilet(s) inspected by District Staff to confirm installation and gallon/flush amounts. The maximum number of rebates would be set at 20/year (\$2,500 total).
2. free low flow shower heads will be available at the District office, maximum of two per house, when a  $\geq 2.5$  gallon/minute unit is replaced. The flow rate of the original shower head(s) will be confirmed by District Staff. The maximum number of shower heads available in one fiscal year is 50 (\$500 total).
3. free screw-in kitchen and bathroom faucet aerators will be available at the District office. The maximum number of aerators given out in any one fiscal year will be 100 at an estimated cost to the District of \$300.
4. a rebate payment to the property owner of \$25 for the purchase of a landscape irrigation timer, maximum of one per house. A Rebate Application would be completed by owner and the timer inspected by District Staff to confirm its installation. The maximum number of rebates would be limited to 40/year (\$1,000 total).

The District's total "out-of-pocket" cost for the fixture and irrigation controller retrofit program would be limited to \$4,300 for any single fiscal year.

#### Water Conservation Building Codes and Ordinances

Senate Bill 407 requires the replacement of all non-compliant plumbing fixtures in any structure that is altered or improved beginning in January 2014. The Placer County Building Department's interpretation of the regulation is that projects that replace roofing, heating, electrical, windows,

siding and similar components are exempt from SB407; the number of residential remodels in the Serene Lakes Community that will be affected by SB407 is unknown.

Sierra Lakes County Water District Ordinance 84 requires the installation of a water meter setter and testing of the service line for leakage upon the sale, modification of the plumbing system or a significant remodel (> \$10,000 value) of the home. The Ordinance will be revised, effective July 1, 2014, to require that all non-compliant plumbing fixtures be replaced prior to the sale of an existing home. The District will establish a compliance/documentation program wherein District Staff will verify the installation of compliant fixtures at the same time the service line testing occurs.

#### **Summary and Follow-Up**

The Sierra Lakes County Water District will implement the Water Conservation Plan no later than July 1, 2014, including the commitment of staff and up to \$4,300 in out-of-pocket expenses for the plumbing fixture retrofit program. An annual report describing the success of leak reduction efforts, fixture retrofit participation and Ordinance 84 compliance will be provided to the Board of Directors; appropriate Plan revisions/amendments will be made to increase effectiveness at reducing water use.

**Anna Nickerson**

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**From:** Bill Quesnel [bquesnel@lto.com]  
**Sent:** Friday, May 30, 2014 8:15 AM  
**To:** 'Mrowka, Kathy@Waterboards'  
**Cc:** Anna Nickerson  
**Subject:** RE: Permit 14248 (Application 20601) of Sierra Lakes County Water District

Mrs. Mrowka:

Thank you for the status update, the District plans to implement the program on July 1<sup>st</sup>.

Bill Quesnel PE  
Operations Manager  
Sierra Lakes County Water District

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**From:** Mrowka, Kathy@Waterboards [mailto:Kathy.Mrowka@waterboards.ca.gov]  
**Sent:** Thursday, May 29, 2014 11:22 AM  
**To:** bquesnel@lto.com  
**Cc:** Mrowka, Kathy@Waterboards  
**Subject:** Permit 14248 (Application 20601) of Sierra Lakes County Water District

Division of Water Rights (Division) staff has reviewed the water conservation plan that you prepared for Sierra Lakes County Water District. This email provides confirmation of receipt of the plan and will be placed in the file. Thank you for the submittal.

Katherine Mrowka, Senior  
Water Rights – Inland Streams Unit  
P.O. Box 2000  
Sacramento, CA 95814

916-341-5363

# SIERRA LAKES COUNTY WATER DISTRICT

## Operations & Maintenance Office

P.O. Box 826  
7305 Short Road  
Soda Springs, CA 95728-1039  
(530) 426-7802  
Facsimile (530) 426-1120

## Administrative & Billing Office

P.O. Box 1039  
7305 Short Road  
Soda Springs, CA 95728 - 1039  
(530) 426-7800  
Facsimile (530) 426-1120

The extended drought in the western United States, and especially California, has affected the levels of Lakes Serena and Dulzura. Water has stopped flowing over the dam as compared to more typical years when the flow stops in early to mid-July. While the District believes there is an adequate supply of water for the summer and fall of 2014, there are a number of things you and your family can do to help minimize water use and thus the amount pumped from the lakes.

### Plumbing Fixture Retrofit Program

The District will implement a plumbing fixture retrofit program on July 1<sup>st</sup>. Cabin owners will be eligible for a \$125 rebate when an older toilet (3-5 gallons/flush) is replaced with a low-flow unit (1.6 gallons/flush or less) and a \$25 rebate when an irrigation controller timer is installed. Reduced flow shower heads and faucet aerators will be available at the District office at no cost to property owners.

The District requires that your water and service lateral be tested for leakage before the close of escrow, when you undertake a significant remodel of your house or plumbing fixtures are added. The Board of Directors recently voted to update the District Ordinances to require the installation of low-flow plumbing fixtures in homes prior to the close of escrow.

### Water Conservation Tips

Water use inside and outside your home, whether equipped with low-flow plumbing fixtures or not, can be reduced by simple actions such as:

- keeping a pitcher of water in the refrigerator rather than running the tap until the water gets cold.
- fixing a leaking toilet can save as much as 500 gallons a day! Check toilets for leaks by putting a few drops of food coloring in your toilet tank, if the color appears in the bowl without flushing you have a leak.
- checking your stop&drain valve for leaks when you close the house for the winter
- repairing dripping faucets, one drop per second can add up to 2,700 gallons per year.
- turning off the faucet while brushing your teeth or shaving.
- taking shorter showers. A quick shower rather than a bath can save an average of 20 gallons of water.
- using both sides of the sink when washing dishes. Don't wash dishes with the water running.
- using the dishwasher and clothes washer only when you have full loads.
- planting native or drought resistance landscaping species and watering in the early morning or during the evening when there is less chance of rapid evaporation.
- using mulch around trees to keep soil moist and slow evaporation.
- using a broom instead of a hose to clean walkways and driveways.
- washing your car with a bucket and hose equipped with a shut-off nozzle.

#### Conserve water by:

- Repair leaking toilets and faucets
- Check stop&drain valve operation
- Take short showers
- Run the dishwasher and clothes washer when they're full
- Irrigate landscaping in the evening

On behalf of the Board of Directors and Operations & Maintenance Staff, thank you for your cooperation and support. If you have any questions, comments or concerns about water conservation or the water and sewer system in general please don't hesitate to contact us.

73a-8

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Director McCormick  
Director Harvey  
General Manager Schultz  
**Subject:** Lake Management Plan Committee Update  
Board Agenda Item VIII.B.  
**Date:** June 5, 2021

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### Introduction

The Lake Management Committee (Directors McCormick and Harvey) met several times in May to further review and continue the drafting of revisions to the District's Lake Management Plan.

The May 2021 accomplishments include:

1. Completion of proposed edits to Division XXX - General Provisions (attached)
2. Further advancement of the proposed edits to the District's Indemnity and Hold Harmless Agreement (attached). There are still several technical issues in this section that can be addressed in parallel while further modifying/developing the agreement. These primarily concern defining terms so that they are specifically added to the covenants to eliminate ambiguity. A copy of the revised Indemnity and Hold Harmless Agreement has been provided to District Counsel for his review, comments and ultimate approval.
3. Completion of proposed edits to Attachment A of Division XXX specifically pertaining to Piers and Docks on District Property (attached). A copy of Attachment A has been provided to District Counsel for his review, comments and ultimate approval.

The Committee also plans to send a letter to all owners of properties adjacent to District owned riparian parcels explaining the changes to the ordinance regarding use of the District property and encouraging compliance.

As mentioned last month, the letter would begin by explaining the revised Attachment A but would also cover use of the "strip" (District owned riparian parcels) between properties adjacent to the District's riparian parcels and the lakeshore. However, before the Committee can move forward on this letter, additional guidance and confirmation from the Board on possible revisions to the rest of Chapter 4 as required.

The Committee did not consider changing the sections on Enforcement. However, the Committee encourages a higher level of enforcement prior to the issuance of a Citation than has previously occurred and that there is clear communication by General Manager with persons

73b-01

who are in violation of the Ordinance regarding the nature of the violation and the need for compliance.

**Recommendation**

Tonight, the Committee will again be seeking direction on the continued scope and direction on the specifics of what is being proposed regarding the Piers and Docks and Use of District Property ordinance modifications.

- Attachments:
1. Chapter 4 of the District Ordinance
  2. Proposed revised Indemnity and Hold Harmless Agreement
  3. Proposed revised Attachment A

The individual attachments are ordered to show version changes first, followed by the Litera Change-Pro version combining changes from all previous versions.

**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 4 Use of District Property**

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Section 30.02 No person shall leave any trash, garbage, litter, ashes, or waste product of any nature, or any construction material or debris on District property. Any person controlling or owning an animal that defecates on District property shall immediately remove the animal waste from the District property.

Section 30.03 Dogs and other pet animals must be leashed at all times while on District lands. Dogs observed molesting or menacing any person or wildlife will be referred to the County Animal Control.

Section 30.04 No person shall leave unattended overnight (defined as the period from sunset to sunrise) any equipment, boat or personal property on real property owned by the District, unless expressly authorized in writing or as otherwise allowed in Sections 30.05 and 30.06, by the Board. Any unauthorized equipment, boats or personal property left unattended overnight on District property may be immediately removed from District property by District personnel or licensee. Any personal property removed shall be inventoried and stored by the District or licensee for a period of not less than thirty (30) days, during which time the Owner thereof or duly authorized and authenticated agent may secure the return of the removed item(s) upon presentation of satisfactory proof of ownership and payment of a reasonable removal and impound fee. The amount of said fee may be modified from time to time as the Board determines is reasonable and appropriate to cover the costs incurred by the District or licensee. Large items (such as but not limited to boats) may be charged such extraordinary removal and impound fees as may be representative of the costs incurred by the District or licensee. After said thirty (30) day period, the District or licensee may dispose of the equipment, boat or personal property left on District property in violation of this Division.

Section 30.05 Notwithstanding the provisions of Section 30.04, above, non-trailerred boats including canoes, kayaks, paddle boats, paddle boards, fishing and sailing boats (herein referred to as vessels) less than 18-feet in overall length (10-feet double hull) may be stored at designated sites on District properties between May 1<sup>st</sup> and October 15<sup>th</sup> of each year. An owner desiring to leave any vessel unattended on District property shall be required to register the vessel annually with the District or licensee providing the name of the owner and identifying information. The District reserves the right to restrict the number of vessels that may be registered by any one residential parcel and the total number stored on any District property. Vessel storage at District owned lake access sites shall be in accordance with the following requirements as established for each site:

- Day Use: day use storage is limited to vessels actively used during daylight hours, overnight storage is prohibited.

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**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 4 Use of District Property**

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The District may immediately remove any permitted vessel left on the District property during the period of October 16<sup>th</sup> to April 30<sup>th</sup> per Section 30.04. The vessel's owner shall be responsible for the costs, including but not limited to the reasonable costs of District personnel and administrative costs, incurred by the District in removing, storing the vessel for a period not less than thirty (30) days and subsequently disposing of the vessel left on District property in violation of this Division.

Section 30.06 Storage of portable personal property on District property located lakeward of private property by the adjacent owner or renter is limited to the period while the adjacent owner or renter is in residence. Personal property may not be stored or used in areas with riparian vegetation. When the adjacent owner or renter is not in residence, the personal property must be removed entirely from District property.

Notwithstanding the provisions of Section 30.04, above, the District may remove and immediately discard and/or dispose of any personal property left on District property by non-adjacent property owners, when it reasonably appears that the personal property has a value of less than One Hundred Dollars (\$100.00), including but not limited to chairs, tables, coolers and other picnic equipment.

Section 30.07 No person shall light a fire on District property, including but not limited to camp fires or barbecues.

Section 30.08 Use of District property for gatherings of more than 10 people is prohibited. Overnight camping is prohibited on District property.

Section 30.09 Hunting, trapping, chasing, molesting, harming, removing, killing or otherwise disturbing wildlife on District property is prohibited at all times unless expressly authorized in writing by the Board. Damaging or destroying the habitat of any species of wildlife and the removal or destruction of native plants, bird or reptile eggs is prohibited. Fishing is allowed in accordance with applicable California Department of Fish and Wildlife regulations. No person or group shall stock the lakes with fish or otherwise introduce aquatic plant or animal species without prior notice to the Board. Written proof of the issuance of permits and/or waivers from regulatory agencies shall be provided to the District prior to stocking.

**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 4 Use of District Property**

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Section 30.18 Pursuant to the provisions of the California Water Code Section 31106, it shall be a misdemeanor for any person to violate any provision of this Division.

**Sierra Lakes County Water District  
Code of Ordinances  
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**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 4 Use of District Property**

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**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 4 Use of District Property**

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**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 4 Use of District Property**

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**Sierra Lakes County Water District  
Code of Ordinances  
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**Sierra Lakes County Water District**  
**Code of Ordinances**  
**Chapter 4 Use of District Property**

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**Sierra Lakes County Water District  
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Chapter 4 Use of District Property**

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**Sierra Lakes County Water District  
Code of Ordinances  
Chapter 4 Use of District Property**

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Adopted Version

<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.11.0.83 Document comparison done on 6/1/2021 11:36:08 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> dm://WEST/1686079/1	
<b>Modified DMS:</b> dm://WEST/1686079/4	
<b>Changes:</b>	
<u>Add</u>	24
<del>Delete</del>	13
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>37</b>

**Sierra Lakes County Water District**  
**Division XXX**  
**Indemnity and Hold Harmless Agreement**

This Indemnity and Hold Harmless Agreement (the "Agreement"), dated as of the \_\_\_\_ day of 20\_\_, is entered by and between \_\_\_\_\_ ("Indemnitor"), and the Sierra Lakes County Water District, a California Special District ("Indemnatee"). This Agreement is entered into with respect to and in consideration for the recitals set forth below and constitutes an agreement for indemnity and hold harmless between the parties.

**RECITALS**

- 1.1 On \_\_\_\_\_ Indemnitor requested a permit from Indemnatee for the construction and or use of a pier/dock located at Lake Serena or Dulzura, the underlying property being owned by the Indemnatee. A true and correct copy of that application is attached hereto as Exhibit A and incorporated by reference herein as if fully set forth.
- 1.2 In consideration of being permitted to enter and use the Indemnatee's property for the purpose of constructing, maintaining and using a pier or dock in any way, the undersigned hereby agrees to the following:

**INDEMNITY**

- 2.1 The Indemnitor hereby releases, waives, discharges and covenants not to sue Indemnatee, its directors, officers, employees, or authorized volunteers for all liability for any loss or damage, and any claim or demands therefor on account of injury to any person or property or resulting death, related to the Indemnitor's use of the property for the construction, maintenance and use of a pier/dock.
- 2.2 The Indemnitor hereby agrees to indemnify, defend and hold harmless the Indemnatee and each of them from any loss, liability, damage or cost they may incur due to the presence of the Indemnitor or general public in, upon or about the property or in any way using the pier/dock. The Indemnatee shall have the right to accept or reject any legal representation that Indemnitor proposes to defend the indemnified parties.
- 2.3 The Indemnitor hereby assumes full responsibility for any risk of bodily injury, death or property damage they may incur due to the presence of the Indemnitor or general public upon or about the property or in any way using the pier/dock.
- 2.4 The Indemnitor shall provide proof of liability insurance in the form of a certificate delivered to the Indemnatee. Certificates and insurance policies shall include an endorsement stating that the Indemnatee and its Board, agents, representatives, employees, consultants, and volunteers are named as additional insured. The Indemnatee retains the right to review said liability insurance policy with respect to the terms of coverage.

**GENERAL PROVISIONS**

- 3.1 This Agreement contains the entire agreement between the parties relating to the indemnity of Indemnatee by Indemnitor and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.

**Sierra Lakes County Water District  
Division XXX  
Indemnity and Hold Harmless Agreement**

- 3.2 No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- 3.3 All of the terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns. This agreement shall be recorded in the official records of Placer County.
- 3.4 This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be the Placer County Superior Court. The Indemnitor further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3.5 Each individual executing this Agreement represents, warrants, and covenants that he or she is authorized to execute this agreement on behalf of himself or herself. The undersigned has read and voluntarily signs this Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.
- 3.6 This Agreement may be signed in counterparts.

This agreement is to set forth the terms and conditions concerning the required indemnification.

Dated: \_\_\_\_\_ Indemnitor: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Sierra Lakes County Water District, Indemnatee:  
Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Its: Board President

**Sierra Lakes County Water District  
Division XXX  
Indemnity and Hold Harmless Agreement**

This Indemnity and Hold Harmless Agreement (the "Agreement"), dated as of the \_\_\_\_ day of 20\_\_, is entered by and between \_\_\_\_\_ ("Indemnitor"), and the Sierra Lakes County Water District, a California Special District ("Indemnitee"). This Agreement is entered into with respect to and in consideration for the recitals set forth below and constitutes an agreement for indemnity and hold harmless between the parties.

**RECITALS**

- 1.1 On \_\_\_\_\_ Indemnitor requested a permit from Indemnitee for the construction and or use of a pier/dock located at Lake Serena or Dulzura, the underlying property being owned by the Indemnitee (the "Indemnitee's Property"). A true and correct copy of that application is attached hereto as Exhibit A and incorporated by reference herein as if fully set forth.
- 1.2 In consideration of being permitted to enter and use the Indemnitee's Property for the purpose of constructing, maintaining and using a pier or dock in any way, the undersigned hereby agrees to the following:

**INDEMNITY**

- 2.1 The Indemnitor hereby releases, waives, discharges and covenants not to sue Indemnitee or its directors, officers, employees, agents, consultants, representative or authorized volunteers (collectively with the Indemnitee, the "Indemnified Parties) for all liability for any loss or damage, and any claim or demands therefor on account of injury to any person or property or resulting death, related to the Indemnitor's use of the Indemnitee's Property for the construction, maintenance and use of a pier/dock.
- 2.2 The Indemnitor hereby agrees to indemnify, defend and hold harmless the Indemnified Parties and each of them from any loss, liability, damage or cost they may incur due to the presence of the Indemnitor, Indemnitor's family, guests, invitees or lessees, or the general public in, upon or about the Indemnitee's Property or in any way using the pier/dock. The Indemnitee shall have the right to accept or reject any legal representation that Indemnitor proposes to defend the Indemnified Parties.
- 2.3 The Indemnitor hereby assumes full responsibility for any risk of bodily injury, death or property damage that may incur due to the presence of the Indemnitor, Indemnitor's family, guests, invitees or lessees or the general public upon or about the Indemnitee's Property or in any way using the pier/dock.
- 2.4 The Indemnitor shall provide proof of liability insurance in the form of a certificate delivered to the Indemnitee. Certificates and insurance policies shall include an endorsement stating that the Indemnitee and the Indemnified Parties its Board, agents, representatives, employees, consultants, and volunteers are named as additional insured. The Indemnitee retains the right to review said liability insurance policy with respect to the terms of coverage.

**GENERAL PROVISIONS**

**Sierra Lakes County Water District  
Division XXX  
Indemnity and Hold Harmless Agreement**

- 3.1 This Agreement contains the entire agreement between the parties relating to the indemnity of Indemnitee by Indemnitor and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.
- 3.2 No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- 3.3 All of the terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns. This agreement shall be recorded in the official records of Placer County.
- 3.4 This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be the Placer County Superior Court. The Indemnitor further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3.5 Each individual executing this Agreement represents, warrants, and covenants that he or she is authorized to execute this agreement on behalf of himself or herself. The undersigned has read and voluntarily signs this Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.
- 3.6 This Agreement may be signed in counterparts.

This agreement is to set forth the terms and conditions concerning the required indemnification.

Dated: \_\_\_\_\_ Indemnitor: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Indemnitee:

Sierra Lakes County Water District,  
a California County Water District

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

Name: \_\_\_\_\_

Its: Board President

**Sierra Lakes County Water District**  
**Division XXX**  
**Indemnity and Hold Harmless Agreement**

This Indemnity and Hold Harmless Agreement (the "Agreement"), dated as of the \_\_\_\_ day of 20\_\_, is entered by and between \_\_\_\_\_ ("Indemnitor"), and the Sierra Lakes County Water District, a California Special District ("Indemnitee"). This Agreement is entered into with respect to and in consideration for the recitals set forth below and constitutes an agreement for indemnity and hold harmless between the parties.

**RECITALS**

- 1.1 On \_\_\_\_\_ Indemnitor requested a permit from Indemnitee for the construction and or use of a pier/dock located at Lake Serena or Dulzura, the underlying property being owned by the Indemnitee (the "Indemnitee's Property"). A true and correct copy of that application is attached hereto as Exhibit A and incorporated by reference herein as if fully set forth.
- 1.2 In consideration of being permitted to enter and use the Indemnitee's ~~property~~Property for the purpose of constructing, maintaining and using a pier or dock in any way, the undersigned hereby agrees to the following:

**INDEMNITY**

- 2.1 The Indemnitor hereby releases, waives, discharges and covenants not to sue Indemnitee, or its directors, officers, employees, agents, consultants, representative or authorized volunteers (collectively with the Indemnitee, the "Indemnified Parties") for all liability for any loss or damage, and any claim or demands therefor on account of injury to any person or property or resulting death, related to the Indemnitor's use of the ~~property~~Indemnitee's Property for the construction, maintenance and use of a pier/dock.
- 2.2 The Indemnitor hereby agrees to indemnify, defend and hold harmless the ~~Indemnitee~~Indemnified Parties and each of them from any loss, liability, damage or cost they may incur due to the presence of the Indemnitor ~~or, Indemnitor's family, guests, invitees or lessees, or the~~ general public in, upon or about the ~~property~~Indemnitee's Property or in any way using the pier/dock. The Indemnitee shall have the right to accept or reject any legal representation that Indemnitor proposes to defend the ~~indemnified parties~~Indemnified Parties.
- 2.3 The Indemnitor hereby assumes full responsibility for any risk of bodily injury, death or property damage ~~they that~~ may incur due to the presence of the Indemnitor ~~or, Indemnitor's family, guests, invitees or lessees or the~~ general public upon or about the ~~property~~Indemnitee's Property or in any way using the pier/dock.
- 2.4 The Indemnitor shall provide proof of liability insurance in the form of a certificate delivered to the Indemnitee. Certificates and insurance policies shall include an endorsement stating that the Indemnitee and the Indemnified Parties its Board, agents, representatives, employees, consultants, and volunteers are named as additional insured. The Indemnitee retains the right to review said liability insurance policy with respect to the terms of coverage.

**GENERAL PROVISIONS**

**Sierra Lakes County Water District  
Division XXX  
Indemnity and Hold Harmless Agreement**

- 3.1 This Agreement contains the entire agreement between the parties relating to the indemnity of Indemnitee by Indemnitor and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein.
- 3.2 No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- 3.3 All of the terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns. This agreement shall be recorded in the official records of Placer County.
- 3.4 This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue for any action shall be the Placer County Superior Court. The Indemnitor further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3.5 Each individual executing this Agreement represents, warrants, and covenants that he or she is authorized to execute this agreement on behalf of himself or herself. The undersigned has read and voluntarily signs this Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.
- 3.6 This Agreement may be signed in counterparts.

This agreement is to set forth the terms and conditions concerning the required indemnification.

Dated: \_\_\_\_\_ Indemnitor: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Indemnitee:

Sierra Lakes County Water District, **Indemnitee:**  
a California County Water District

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: Board President

<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.11.0.83 Document comparison done on 5/28/2021 3:10:27 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
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<b>Modified DMS:</b> dm://WEST/1730276/2	
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<u>Add</u>	20
<del>Delete</del>	11
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>31</b>

**Sierra Lakes County Water District**  
**Attachment "A" Division XXX**  
**Piers and Docks on District Property**

1. All piers and docks located on or over District property (i.e. the Lake Parcel) shall be annually permitted by the District. An annual fee, as the Board determines is reasonable and appropriate to cover the costs incurred by the District, shall be charged to all pier and dock owners.
2. The owners of all piers and docks shall indemnify and hold the District harmless from any third party suit or claim arising out of the construction, maintenance or use of the structure located partially or fully on District property. An Indemnification and Hold Harmless Agreement between the Owner and District shall be executed prior to issuance of the annual permit. The Owner shall provide proof of liability insurance naming the District, its Board, agents, representatives, employees, consultants, and volunteers as additional insured.
3. All piers and docks shall be inspected by the District on an annual basis to confirm the structure is in an acceptable and functioning condition. All noted deficiencies shall be corrected within 60 days of notification and a re-inspection made by the District. The District reserves the right to remove non-maintained structures, including obtaining any required permits from regulatory agencies, at the owner's expense. Acceptable and functioning condition is defined as:
  - no broken or compromised structural members and decking;
  - all structural and attaching hardware is in place, functional and not corroded;
  - all pier supports are in contact with the lake bottom;
  - all dock floats are watertight; and
  - the deck is reasonably level.
4. Piers and docks that existed prior to the District taking ownership of the Lake Parcel (January 28, 2013) are considered "grandfathered" and may remain in place subject to the following requirements:
  - all piers and docks shall be subject to the annual permitting, Indemnification and Hold Harmless agreement and inspection/maintenance requirements described in the preceding Sections; and
  - all piers (supported by posts or columns that require a fixed footing on the lake bottom) shall be modified and/or replaced with a removable pier or dock (floating) no later than September 1, 2019.
5. All new piers and docks shall be set back a minimum of 20-feet from the lakeward extension of the residential side lot lines unless precluded by parcel geometry or necessary for environmental protection. No new pier or dock shall extend more than 15-feet lakeward from the high-water line (i.e. dam spillway elevation) nor be greater than four feet in width without the approval of the Board. No more than one pier or dock is allowed per parcel. The construction of shared piers and docks is encouraged; the setback requirement from the extension of the common lot line is not applicable.
6. No new construction or structural maintenance of existing piers, docks or connecting walkways (except that done in response to District notification) shall be done without prior approval of the District. Any additional regulatory permits, approvals and/or fees required for construction are the responsibility of the owner. Written proof of the issuance of other permits and/or waivers from regulatory agencies shall be provided to the District prior to starting work.

**Sierra Lakes County Water District**  
**Attachment "A" Division XXX**  
**Piers and Docks on District Property**

7. Construction and maintenance of all piers, docks and connecting walkways located on District property shall be in accordance with the following minimum requirements:
- new piers and docks shall not utilize a fixed footing(s);
  - the construction of sidewalls or roofs on piers and docks is prohibited, handrails are permitted;
  - construction or repair plans shall be submitted to the District for review and approval. At a minimum the drawings shall include:
    - a site plan.
    - elevations/sections of the pier or dock.
    - construction details as required to show the scope of work.
    - proposed materials and finishes;
  - excavation for the repair of pier footings shall be limited to period(s) when the water level is below the elevation of the lake bottom at the location of the footing(s);
  - connecting walkways crossing areas of sensitive riparian vegetation shall be elevated to the maximum extent possible;
  - all construction materials to be non-toxic, i.e. no wood stains/preservatives, all structural supports/hardware to be stainless, galvanized, corrosion-resistant or non-painted steel or aluminum;
  - all visible portions of the pier or dock above the water line shall be non-reflective earthtone colors to the extent possible; and
  - the use of Best Management Practices (i.e. erosion control and similar measures) related to water quality protection both during and post-construction is required.

**Sierra Lakes County Water District**  
**Attachment "A" Division XXX**  
**Piers and Docks on District Property**

1. No piers or docks shall be constructed or maintained on or over District property (i.e., the Lake Parcel) without the express written approval and authorization of the District as provided in this Attachment A. The District may provide an application form to be used with all applications for approval and authorization, and the approval and authorization of any pier or dock shall be subject to the District's determination of such pier's or dock's impact on the subject lake's shoreline environment and water quality and its compliance with the requirements of this Attachment A.
2. All District authorized piers and docks located on or over District property shall be subject to an annual review requirement. An annual fee, as the Board determines is reasonable and appropriate to cover the costs incurred by the District in connection with reviewing and permitting piers and docks, shall be charged to all pier and dock owners.
3. The owners of all District authorized piers and docks shall, as a condition for initial approval and annual permitting, waive and release District from all liability for any loss, injury or other damage to any person or property occurring on, or about or in connection with the use of the owner's authorized pier or dock and indemnify, defend and hold the District harmless from any third party suit or claim arising out of the construction, maintenance or use of the structure located partially or fully on District property. An Indemnification and Hold Harmless Agreement between the Owner and District in a form prescribed by the District shall be executed prior to the approval and authorization of any new pier or dock and be re-confirmed before the issuance of an annual permit. The Owner shall provide proof of liability insurance naming the District, its Board, agents, representatives, employees, consultants, and volunteers as additional insured.
4. All piers and docks shall be maintained by the owner, at the owner's expense, in good and safe condition and repair. Piers and docks may be inspected by the District on an annual basis to confirm the structure is in compliance with the terms of the applicable permit and the requirements of this Attachment A. All noted deficiencies shall be corrected within 60 days of notification and a re-inspection may be made by the District. The District reserves the right to deny or revoke the permit for any pier or dock that is not in an acceptable and functioning condition and to remove non-maintained structures, including obtaining any required permits from regulatory agencies, at the owner's expense.
5. All piers and docks shall be set back a minimum of 20-feet from the lakeward extension of the residential side lot lines unless precluded by parcel geometry or necessary for environmental protection. No new pier or dock shall (i) extend more than 20-feet lakeward from the stable shore line as established by the District General Manager (generally at the dam crest elevation of 6873.54 feet), (ii) exceed a total square footage coverage of 80 square feet or (iii) have a width parallel to the shoreline of greater than 10 feet at any point without the approval of the District. No more than one pier or dock is allowed per parcel. The construction of shared piers and docks is encouraged and in the case of a shared pier or dock, the setback requirement from the extension of the common lot line is not applicable.
6. The District General Manager shall be responsible for the review and approval or disapproval of all dock and pier applications, provided however, that all requests for variances from the criteria specified in Sections 5 and 8 of this Attachment A shall be presented to the Board for its review and approval or disapproval. Existing piers and docks that have previously been reviewed and approved by the District shall not be required to comply with the design and placement criteria specified in Sections 5 and 8 of this Attachment A and can be maintained in their prior approved

**Sierra Lakes County Water District**  
**Attachment "A" Division XXX**  
**Piers and Docks on District Property**

configuration unless it is determined by the District General Manager that they present a clear and immediate or immanent adverse effect on water quality in which event they shall be subject to review and approval by the Board which may require modification or removal.

7. No modification of the approved structure or configuration of existing piers, docks or connecting walkways shall be made without prior approval of the District (except where done in response to a District notification). Any additional regulatory permits, approvals and/or fees required for construction are the responsibility of the owner. Written proof of the issuance of other permits and/or waivers from regulatory agencies shall be provided to the District prior to starting work.
8. Construction and maintenance of all piers, docks and connecting walkways located on District property shall be in accordance with the following minimum requirements:
  - piers and docks shall not utilize a fixed footing(s). Wood or metal pipe posts temporarily driven into the lake bottom are allowed to stabilize floating docks;
  - the construction of sidewalls or roofs on piers and docks is prohibited, handrails are permitted;
  - the height of the pier or dock deck shall not exceed 24" above the water surface;
  - construction or repair plans shall be submitted to the District for review and approval. At a minimum the plans shall include:
    - a site plan showing the proposed location of the pier or dock relative to the owner's property boundary lines and the lake shore. The location shall comply with the requirements prescribed in Paragraph 5 above.
    - a description of the dimensions and design of the pier or dock (or related improvements) with manufacturers information if applicable.
    - construction details as required to show the scope of work (if not shown in manufacturer's information provided to the District).
    - proposed materials and finishes (if not shown in manufacturer's information provided to the District).
  - connecting walkways to a dock or pier shall (i) be subject to District approval, (ii) only be permitted if necessary to cross sensitive drainage or riparian vegetation areas and (iii) shall be designed to limit the impact on the underlying soil and vegetation and to maintain drainage flows to an extent acceptable to the District General Manager and in accordance with design specifications prescribed by the District General Manager;
  - all construction materials to be non-toxic, e.g., no pressure treated wood, paint or wood stains/preservatives, all structural supports/hardware to be stainless, galvanized, corrosion-resistant or non-painted steel or aluminum;
  - all visible portions of the pier or dock above the water line shall be non-reflective earthtone colors to the extent possible; and
  - excavation of earth and vegetation is prohibited except for District approved minor surface excavation required to set individual stepping stones;
  - the use of construction and management practices prescribed by the District General Manager related to erosion control, the preservation of water quality and shoreline protection both during and post-construction.

**Sierra Lakes County Water District**  
**Attachment "A" Division XXX**  
**Piers and Docks on District Property**

1. No piers or docks shall be constructed or maintained on or over District property (i.e., the Lake Parcel) without the express written approval and authorization of the District as provided in this Attachment A. The District may provide an application form to be used with all applications for approval and authorization, and the approval and authorization of any pier or dock shall be subject to the District's determination of such pier's or dock's impact on the subject lake's shoreline environment and water quality and its compliance with the requirements of this Attachment A.
  
2. ~~1-~~ All District authorized piers and docks located on or over District property ~~(i.e. the Lake Parcel) shall be annually permitted by the District~~ shall be subject to an annual review requirement. An annual fee, as the Board determines is reasonable and appropriate to cover the costs incurred by the District in connection with reviewing and permitting piers and docks, shall be charged to all pier and dock owners.
  
3. ~~2-~~ The owners of all District authorized piers and docks shall, as a condition for initial approval and annual permitting, waive and release District from all liability for any loss, injury or other damage to any person or property occurring on, or about or in connection with the use of the owner's authorized pier or dock and indemnify, defend and hold the District harmless from any third party suit or claim arising out of the construction, maintenance or use of the structure located partially or fully on District property. An Indemnification and Hold Harmless Agreement between the Owner and District in a form prescribed by the District shall be executed prior to the approval and authorization of any new pier or dock and be re-confirmed before the issuance of ~~the~~ an annual permit. The Owner shall provide proof of liability insurance naming the District, its Board, agents, representatives, employees, consultants, and volunteers as additional insured.
  
4. ~~3-~~ All piers and docks shall be maintained by the owner, at the owner's expense, in good and safe condition and repair. Piers and docks may be inspected by the District on an annual basis to confirm the structure is in an acceptable and functioning condition compliance with the terms of the applicable permit and the requirements of this Attachment A. All noted deficiencies shall be corrected within 60 days of notification and a re-inspection may be made by the District. The District reserves the right to deny or revoke the permit for any pier or dock that is not in an acceptable and functioning condition and to remove non-maintained structures, including obtaining any required permits from regulatory agencies, at the owner's expense. Acceptable and functioning condition is defined as:
  - ~~o no broken or compromised structural members and decking;~~
  - ~~o all structural and attaching hardware is in place, functional and not corroded;~~
  - ~~o all pier supports are in contact with the lake bottom;~~
  - ~~o all dock floats are watertight; and~~
  - ~~o the deck is reasonably level.~~
  
4. ~~Piers and docks that existed prior to the District taking ownership of the Lake Parcel (January 28, 2013) are considered "grandfathered" and may remain in place subject to the following requirements:~~
  - ~~o all piers and docks shall be subject to the annual permitting, Indemnification and Hold Harmless agreement and inspection/maintenance requirements described in the preceding Sections; and~~

**Sierra Lakes County Water District**  
**Attachment "A" Division XXX**  
**Piers and Docks on District Property**

- ~~○ all piers (supported by posts or columns that require a fixed footing on the lake bottom) shall be modified and/or replaced with a removable pier or dock (floating) no later than September 1, 2019.~~
5. All ~~new~~ piers and docks shall be set back a minimum of 20-feet from the lakeward extension of the residential side lot lines unless precluded by parcel geometry or necessary for environmental protection. No new pier or dock shall (i) extend more than 20-feet lakeward from the high-water line (i.e. dam spillway elevation) nor be stable shore line as established by the District General Manager (generally at the dam crest elevation of 6873.54 feet), (ii) exceed a total square footage coverage of 80 square feet or (iii) have a width parallel to the shoreline of greater than 10 feet in width at any point without the approval of the ~~Board~~ District. No more than one pier or dock is allowed per parcel. The construction of shared piers and docks is encouraged; and in the case of a shared pier or dock, the setback requirement from the extension of the common lot line is not applicable.
6. The District General Manager shall be responsible for the review and approval or disapproval of all dock and pier applications, provided however, that all requests for variances from the criteria specified in Sections 5 and 8 of this Attachment A shall be presented to the Board for its review and approval or disapproval. Existing piers and docks that have previously been reviewed and approved by the District shall not be required to comply with the design and placement criteria specified in Sections 5 and 8 of this Attachment A and can be maintained in their prior approved configuration unless it is determined by the District General Manager that they present a clear and immediate or immanent adverse effect on water quality in which event they shall be subject to review and approval by the Board which may require modification or removal.
7. ~~6-~~ No new construction or structural maintenance modification of the approved structure or configuration of existing piers, docks or connecting walkways (except that done in response to District notification) shall be done made without prior approval of the District (except where done in response to a District notification). Any additional regulatory permits, approvals and/or fees required for construction are the responsibility of the owner. Written proof of the issuance of other permits and/or waivers from regulatory agencies shall be provided to the District prior to starting work.
8. ~~7-~~ Construction and maintenance of all piers, docks and connecting walkways located on District property shall be in accordance with the following minimum requirements:
- ~~new~~ piers and docks shall not utilize a fixed footing(s). Wood or metal pipe posts temporarily driven into the lake bottom are allowed to stabilize floating docks;
  - the construction of sidewalls or roofs on piers and docks is prohibited, handrails are permitted;
  - the height of the pier or dock deck shall not exceed 24" above the water surface;
  - construction or repair plans shall be submitted to the District for review and approval. At a minimum the ~~drawings~~ plans shall include:
    - a site plan ~~- showing the proposed location of the pier or dock relative to the owner's property boundary lines and the lake shore. The location shall comply with the requirements prescribed in Paragraph 5 above.~~
    - ~~○ elevations/sections of the pier or dock.~~
    - a description of the dimensions and design of the pier or dock (or related improvements) with manufacturers information if applicable.
    - construction details as required to show the scope of work (if not shown in manufacturer's information provided to the District).

**Sierra Lakes County Water District**  
**Attachment "A" Division XXX**  
**Piers and Docks on District Property**

- proposed materials and finishes: (if not shown in manufacturer's information provided to the District).
- ~~○ excavation for the repair of pier footings shall be limited to period(s) when the water level is below the elevation of the lake bottom at the location of the footing(s);~~
- connecting walkways ~~crossing areas of sensitive~~ to a dock or pier shall (i) be subject to District approval. (ii) only be permitted if necessary to cross sensitive drainage or riparian vegetation shall be elevated to the maximum extent possible; areas and (iii) shall be designed to limit the impact on the underlying soil and vegetation and to maintain drainage flows to an extent acceptable to the District General Manager and in accordance with design specifications prescribed by the District General Manager;
- all construction materials to be non-toxic, ~~i.e. no~~ pressure treated wood, paint or wood stains/preservatives, all structural supports/hardware to be stainless, galvanized, corrosion-resistant or non-painted steel or aluminum;
- all visible portions of the pier or dock above the water line shall be non-reflective earthtone colors to the extent possible; and
- excavation of earth and vegetation is prohibited except for District approved minor surface excavation required to set individual stepping stones;
- the use of Best Management Practices (i.e. erosion control and similar measures) related to construction and management practices prescribed by the District General Manager related to erosion control, the preservation of water quality and shoreline protection both during and post-construction is required.

<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.11.0.83 Document comparison done on 5/28/2021 2:13:23 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> dm://WEST/1686083/1	
<b>Modified DMS:</b> dm://WEST/1686083/7	
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Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>99</b>

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Update on District Policy Review  
Board Agenda Item VIII.C  
**Date:** June 4, 2021

### Introduction

In December of last year, the Board of Directors requested District Counsel, Jeff Mitchell (Kronick) to undertake a comprehensive review of the District's policies & procedures and the employment handbook.

Kronick has completed their review of the District's policies & procedures and has made suggested revisions. The draft updated Policies and Procedures sections with comments and suggested changes by Kronick were emailed separately to the District Board of Directors for review on May 17, 2021. Comments have been solicited from the Board and a discussion of the draft Policies & Procedures is scheduled for the June 11, 2021 Board of Directors' meeting.

### Recommendation

This memorandum is being provided for informational purposes only and does not require any action by the Board.

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Proposed FY 2021-2022 Operating Budget  
Board Agenda Item VIII.D.  
**Date:** June 4, 2021

### Introduction

The District's proposed FY 2021-2022 Operations and Capital Budgets are attached for your consideration and possible action. The operations budget contains minor adjustments to expenses as would be expected from year to year including increases in chemical costs, salaries and benefits, electrical power, and fuel.

The capital budget includes items previously included in the District's Capital Improvement Program with adjustments to project costs to reflect current and/or anticipated pricing at the time of construction. Projects not previously anticipated in past Capital Budgets include upgrades to the Filter Plant PLC/HMI, new floor grating for the filter plant (safety related), IT and telephonic improvements, and new sewage pumps at SPS#3. All budgeted amounts for professional services include a District controlled 20% contingency. All budgeted amounts for capital improvements (construction), excepting the new Filter Plant PLC/HMI, include a 20% contingency on top of the Engineer's most current Estimate of Probable Cost for the work as of the date of this writing.

### Recommendation

Approve the FY 2021-2022 District Operations and Capital Budgets as presented.

Sierra Lakes County Water District  
2021/2022 **DRAFT** OPERATIONS BUDGET  
As of 6/4/2021

	Actuals 7/1/20 to 5/31/21	2020/2021 Budget	2020/2021 Estimated YE Actual Costs	2021/2022 Proposed Budget	NOTES
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
8000 · Water/Sewer Service					
8000-01 · Annual Water Fees	860,195.94	857,124.00	860,195.94	859,212.00	823 Billable Connections
8000-02 · Annual Sewer Fees	1,193,068.69	1,188,808.00	1,193,068.69	1,191,704.00	823 Billable Connections
<b>Total 8000 · Water/Sewer Service</b>	<b>2,053,264.63</b>	<b>2,045,932.00</b>	<b>2,053,264.63</b>	<b>2,050,916.00</b>	
8050 · Customer Late Fees	7,853.10	10,000.00	8,053.10	10,000.00	No increase proposed
8061 · Other Income					
8005 · Prim Fac Fees - Sewer	54,600.00	23,400.00	54,600.00	23,400.00	3 Sewer connection permits
8006 · Prim Fac Fees - Water	12,775.00	5,475.00	12,775.00	5,475.00	3 Water connection permits
8030 · Placer County Tax	482,188.01	400,000.00	482,188.01	450,000.00	Based on 2019/20 Actual and 2020/21 Estimate
8052 · GAPVAC Services	-	-	-	-	
8062 · Discounts	-	-	-	-	
8061 · Other Income - Other	20,369.64	65,000.00	21,221.00	15,000.00	Investment Fund Earnings (LAIF & Placer Co. Treasurer's Fund)
8061A · DSPUD WWTP Excess Capacity	-	-	-	-	
<b>Total 8061 · Other Income</b>	<b>569,932.65</b>	<b>503,875.00</b>	<b>570,784.01</b>	<b>503,875.00</b>	
<b>Total Income</b>	<b>2,631,050.38</b>	<b>2,559,807.00</b>	<b>2,632,101.74</b>	<b>2,564,791.00</b>	
<b>Gross Profit</b>	<b>2,631,050.38</b>	<b>2,559,807.00</b>	<b>2,632,101.74</b>	<b>2,564,791.00</b>	
<b>Expense</b>					
9000 · Salaries					
9001 · Director Salaries	13,500.00	21,600.00	14,400.00	21,600.00	Based on 2 mtgs per month per Director at \$180/mtg.
9003 · Maintenance Salaries					
9003-01 · Hourly Regular (Maint)	261,720.55	283,775.00	285,513.00	306,200.00	Per GM 2021-2022 Budget Project Schedule
9003-02 · Overtime (Maintenance)	11,774.68	11,020.00	12,845.00	15,000.00	Per GM 2021-2022 Budget Project Schedule
9003-03 · Standby (Maintenance)	24,260.00	26,360.00	26,360.00	26,360.00	\$500/week for 52 weeks + \$100 Holidays
9003-04 · Labor Allocated to Projects	(1,853.16)	-	(1,853.16)	-	
9003 · Maint Sal - Other Employee Relations	-	-	-	-	
<b>Total 9003 · Maintenance Salaries</b>	<b>295,902.07</b>	<b>321,155.00</b>	<b>322,864.84</b>	<b>347,560.00</b>	
<b>Total 9000 · Salaries</b>	<b>309,402.07</b>	<b>342,755.00</b>	<b>337,264.84</b>	<b>369,160.00</b>	
9004 · Payroll Expense					
9005 · Payroll Expense - SS & Medicare	23,811.01	26,221.00	25,943.00	28,245.00	Calculated Based on Budgeted Wages
9007 · Payroll Expense- SUI & ETT	1,022.29	3,950.00	3,950.00	3,950.00	Calculated Based on Budgeted Wages
9008 · Payroll Expense - Retirement	22,967.34	19,983.00	25,055.00	26,314.00	Estimated Actual + 5% (Includes AUL Payment)
9009 · Payroll Expense - Medical & D/V	92,095.86	125,838.00	104,068.00	124,848.00	Estimated Actual + 10%
9009.01 · OPED Expense	-	-	-	-	
9010 · Payroll Expense - Workers' Comp	12,668.15	13,900.00	16,891.00	17,750.00	Estimated Actual + 5%
<b>Total 9004 · Payroll Expense</b>	<b>152,564.65</b>	<b>189,892.00</b>	<b>175,907.00</b>	<b>201,107.00</b>	
9011 · Indirect & G&A					
9012 · Legal Expense	31,050.62	36,000.00	37,261.00	36,000.00	No increase proposed
9013 · Audit Expense	12,750.00	13,650.00	12,750.00	16,650.00	Per Auditor Proposal
9014 · Fees & Penalties	1,597.14	1,500.00	1,742.00	1,830.00	Estimated Actual + 10% Direct Deposit, Recording & Bank Service Fees
9016 · Directors' Expense	868.25	10,000.00	947.00	10,000.00	No increase proposed
9017 · Professional Fees - Operations	218,930.06	294,000.00	238,833.00	294,000.00	Board approved maximum
9018 · Professional Fees - Office	96,404.00	137,280.00	105,266.00	137,280.00	Board Approved Maximum (30 hrs/wk (1,560 hrs.)
9018A · Academic Intern	-	25,000.00	-	-	Included in OP Project 9826
9019 · Staff Travel/Training	9,170.69	7,400.00	10,004.00	9,000.00	Per GM 2021-2022 Budget Project Schedule
9022 · Election Expense	819.77	2,000.00	819.77	-	No Election
9023 · Insurance Expense	14,161.86	19,000.00	16,161.86	19,000.00	Estimated Actual + 10%

76

**Sierra Lakes County Water District**  
**2021/2022 DRAFT OPERATIONS BUDGET**  
**As of 6/4/2021**

	Actuals 7/1/20 to 5/31/21	2020/2021 Budget	2020/2021 Estimated YE Actual Costs	2021/2022 Proposed Budget	NOTES
9024 · Membership Expense	11,179.00	12,000.00	12,179.00	13,400.00	Estimated Actual + 10%
9026 · Outside Services	2,200.00	3,286.00	2,400.00	3,400.00	No increase proposed
9028 · Telephone Expense	10,077.01	11,000.00	10,993.00	11,575.00	Estimated Actual + 5% (Telephone, Cells phones & iPad)
9029 · Garbage/Hazmat Expense	4,165.86	5,000.00	4,545.00	5,500.00	(weekly pickup, annual Hazardous Disposal & Community Clean-up)
9030 · Uniform Expense	1,355.20	2,025.00	2,025.00	2,500.00	Per GM 2021-2022 Budget Project Schedule
9034 · Propane Expense	8,436.99	10,700.00	9,210.00	9,679.00	Estimated Actual + 5%
9036 · SCADA System Expense	7,975.00	6,000.00	7,975.00	9,000.00	Per GM 2021-2022 Budget Project Schedule
9037 · Lucity Asset Management System	-	4,500.00	-	4,500.00	Per GM 2021-2022 Budget Project Schedule
9040 · Office Expense	860.80	3,000.00	1,939.00	3,000.00	No increase proposed
9041 · Postage Expense	1,210.00	2,000.00	2,000.00	2,000.00	No increase proposed
9042 · Postage Meter Expense	1,183.31	1,300.00	1,300.00	1,300.00	No increase proposed
9043 · Copier & Fax Expense	677.38	950.00	950.00	950.00	No increase proposed
9044 · Computer Equipment, Service & Website					
9044-01 General Expenses	3,674.51	3,500.00	3,824.51	3,500.00	DSL, IT, Supplies, P/R Service & Website fees
9044-02 Website Design	350.00	2,000.00	1,000.00	3,000.00	Per New Leaders Web Designer
9044-03 Merchant Fees	27,714.64	29,108.00	33,258.00	36,584.00	Estimated Actual + 10%
<b>Total 9011 · Indirect &amp; G&amp;A</b>	<b>466,812.09</b>	<b>642,199.00</b>	<b>517,383.14</b>	<b>633,648.00</b>	
<b>9100 · Water Treatment &amp; Filter Plant</b>					
9101 · Filter Plant Operations & Maint	2,560.56	7,000.00	2,793.00	7,500.00	Per GM 2021-2022 Budget Project Schedule
9102 · Filter Plant-Chems, Lab & Equip	27,201.77	15,000.00	29,675.00	25,000.00	Per GM 2021-2022 Budget Project Schedule
9103 · Filter -Water Pumping Plant M&O	-	1,000.00	-	1,000.00	Per GM 2021-2022 Budget Project Schedule
9104 · Filter -Well Pump Station Exp	-	1,000.00	-	1,000.00	Per GM 2021-2022 Budget Project Schedule
<b>Total 9100 · Water Treatment &amp; Filter Plant</b>	<b>29,762.33</b>	<b>24,000.00</b>	<b>32,468.00</b>	<b>34,500.00</b>	
<b>9200 · Water Distribution</b>					
9201 · Water Dist - General Maint	7,140.33	7,500.00	7,789.00	10,000.00	Per GM 2021-2022 Budget Project Schedule
9202 · Water Dist - Pipes & Fittings	179.30	2,000.00	196.00	2,000.00	Per GM 2021-2022 Budget Project Schedule
9203 · Water Dist - Hydrant Maint	2,328.39	500.00	2,328.39	2,000.00	Per GM 2021-2022 Budget Project Schedule
9204 · Fees - Water	12,485.22	13,125.00	13,125.00	13,785.00	Estimated Actual + 5%
9205 · Water Dist - Electricity	30,852.95	33,600.00	33,658.00	33,600.00	Per GM 2021-2022 Budget Project Schedule
9600 · Water Dist - Meters/Parts	270.47	1,000.00	295.00	1,000.00	Per GM 2021-2022 Budget Project Schedule
9601 · Water Conservation	250.00	1,000.00	375.00	1,000.00	Per GM 2021-2022 Budget Project Schedule
<b>Total 9200 · Water Distribution</b>	<b>53,506.66</b>	<b>58,725.00</b>	<b>57,766.39</b>	<b>63,385.00</b>	
<b>9300 · Wastewater Collection System</b>					
9301 · Wastewater - General Maint	5,303.52	9,000.00	5,786.00	9,000.00	Per GM 2021-2022 Budget Project Schedule
9302 · Wastewater - Pipes/Fittings	-	1,500.00	-	3,000.00	Per GM 2021-2022 Budget Project Schedule
9303 · Wastewater- Enzymes/Lab Testing	2,432.43	5,000.00	2,654.00	5,000.00	Per GM 2021-2022 Budget Project Schedule
9304 · Wastewater - Manholes	-	500.00	-	500.00	Per GM 2021-2022 Budget Project Schedule
9305 · Fees - Sewer	6,881.00	7,350.00	7,507.00	7,350.00	Per GM 2021-2022 Budget Project Schedule
9306 · Wastewater - Electricity	16,425.85	16,275.00	17,919.00	18,000.00	Per GM 2021-2022 Budget Project Schedule
9700 · Wastewater- Export Service Exp					
9700-01 · Wastewater Export Srvc Adjustment	-	-	-	-	
9700 · Wastewater- Export Service Exp - Other	337,370.00	386,520.00	386,520.00	405,846.00	Estimated 5% increase
<b>Total 9700 · Wastewater- Export Service Exp</b>	<b>337,370.00</b>	<b>386,520.00</b>	<b>386,520.00</b>	<b>405,846.00</b>	
<b>Total 9300 · Wastewater Collection System</b>	<b>368,412.80</b>	<b>426,145.00</b>	<b>420,386.00</b>	<b>448,696.00</b>	
<b>9500 · Vehicle Expense</b>					
9501 · Gasoline/Diesel	7,444.72	15,000.00	8,122.00	15,000.00	Per GM 2021-2022 Budget Project Schedule
9502 · Pickups	736.40	2,500.00	803.00	2,500.00	Per GM 2021-2022 Budget Project Schedule
9503 · Gapvac	6,964.59	3,500.00	6,964.59	3,500.00	Per GM 2021-2022 Budget Project Schedule
9504 · Backhoe	103.74	4,000.00	113.00	4,000.00	Per GM 2021-2022 Budget Project Schedule
9505 · Vehicle Maint Supplies	1,488.99	1,500.00	1,624.00	1,500.00	Per GM 2021-2022 Budget Project Schedule
<b>Total 9500 · Vehicle Expense</b>	<b>16,738.44</b>	<b>26,500.00</b>	<b>17,626.59</b>	<b>26,500.00</b>	

77

Sierra Lakes County Water District  
2021/2022 **DRAFT** OPERATIONS BUDGET  
As of 6/4/2021

	Actuals 7/1/20 to 5/31/21	2020/2021 Budget	2020/2021 Estimated YE Actual Costs	2021/2022 Proposed Budget	NOTES
<b>9800 · Project Expenses</b>					
9812 · Spot Repairs of Sewer Mainline	16,985.42	56,000.00	16,985.42	56,000.00	Per GM 2021-2022 Budget Project Schedule
9813 · Repair Sewer Manholes	-	53,250.00	-	3,000.00	Per GM 2021-2022 Budget Project Schedule
9815 · Misc Sewer Pump Station Upgrade	1,125.10	31,500.00	1,125.10	-	Per GM 2021-2022 Budget Project Schedule
9816 · Replace Pumps/Controls @#1 SPS	-	-	-	-	Per GM 2021-2022 Budget Project Schedule
9818 · Misc Water System Improvements	21,667.37	24,000.00	21,667.37	20,000.00	Per GM 2021-2022 Budget Project Schedule
9819 · Adj Water Valve Boxes to Grade	1,113.29	3,000.00	1,113.29	-	Per GM 2021-2022 Budget Project Schedule
9820 · Misc Upgrades Water Pump Station	29.38	17,300.00	29.38	10,000.00	Per GM 2021-2022 Budget Project Schedule
9821 · Automatic Meter Reading System	5,661.92	9,078.00	5,661.92	9,350.00	Per GM 2021-2022 Budget Project Schedule
9822 · Misc Jobs - Safety, Tools, Bldg	17,940.28	48,500.00	24,940.28	77,000.00	Per GM 2021-2022 Budget Project Schedule
9824 · Lake & Land Management	3,401.63	-	3,401.63	-	Per GM 2021-2022 Budget Project Schedule
9825 · HOTFaP	-	-	-	-	Per GM 2021-2022 Budget Project Schedule
9826 · Contemporary Water Quality Assessment	-	-	-	116,000.00	Per GM 2021-2022 Budget Project Schedule
9915 · Misc Projects (Placeholder misc imprvmnts)	453.56	-	453.56	-	Per GM 2021-2022 Budget Project Schedule
<b>Total 9800 · Project Expenses</b>	<b>68,377.95</b>	<b>242,628.00</b>	<b>75,377.95</b>	<b>291,350.00</b>	
<b>Total Expense</b>	<b>1,465,576.99</b>	<b>1,952,844.00</b>	<b>1,634,179.91</b>	<b>2,068,346.00</b>	
<b>Net Ordinary Income</b>	<b>1,165,473.39</b>	<b>606,963.00</b>	<b>997,921.83</b>	<b>496,445.00</b>	
<b>Other Income/Expense</b>					
<b>Other Income</b>					
8020 · Interest Revenues					
8021 · Interest Revenue - Other	-	-	-	-	
8029 · CA Bank & Trust - Interest Reve	78.24	-	94.00	-	
<b>Total 8020 · Interest Revenues</b>	<b>78.24</b>	<b>-</b>	<b>94.00</b>	<b>-</b>	
<b>Total Other Income</b>	<b>78.24</b>	<b>-</b>	<b>94.00</b>	<b>-</b>	
<b>Other Expense</b>					
9900 · Debt - Interest					
9904 · Interest on SRF Loan	4,441.24	8,415.00	8,415.00	7,469.00	Per loan amortization schedules
9906 · Interest on USDA Revenue Bond	121,286.00	121,286.00	121,286.00	117,202.00	Per loan amortization schedules
9908 · Int on Assessment - 7207 Palisade	238.00	247.00	238.00	247.00	
<b>Total 9900 · Debt - Interest</b>	<b>125,965.24</b>	<b>129,948.00</b>	<b>129,939.00</b>	<b>124,918.00</b>	
9920 · Depreciation					
9921 · Depreciation - Water	122,821.37	135,000.00	134,663.07	138,000.00	Per Depreciation Schedule
9922 · Depreciation - Sewer	99,188.24	95,000.00	110,599.31	120,000.00	Per Depreciation Schedule
<b>Total 9920 · Depreciation</b>	<b>222,009.61</b>	<b>230,000.00</b>	<b>245,262.38</b>	<b>258,000.00</b>	
9950 · SLCWD's Share DSPUD Capital Costs	-	60,000.00	-	60,000.00	Carried over - project postponed
<b>Total Other Expense</b>	<b>347,974.85</b>	<b>419,948.00</b>	<b>375,201.38</b>	<b>442,918.00</b>	
<b>Net Other Income</b>	<b>(347,896.61)</b>	<b>(419,948.00)</b>	<b>(375,107.38)</b>	<b>(442,918.00)</b>	
<b>Net Income</b>	<b>817,576.78</b>	<b>187,015.00</b>	<b>622,814.45</b>	<b>53,527.00</b>	

78

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Sierra Lakes County Water District  
Draft 7 year Summary of Infrastructure Projects

Proj Num	Project Title	FY 2021-2022		FY 2022-2023		FY2023/24 Projects	FY 2024/25 Projects	FY 2025/26 Projects	FY 2026/27 Projects	FY 2027/28 Projects
		Operating	Capital	Operating	Capital					
9812	Spot Repairs of Sewer Mainline and Laterals	\$56,000	\$191,511	\$55,000	\$792,800	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
9813	Repair/Replace Sewer Manholes at Various Locations	\$3,000	\$340,743	\$0	\$0	\$73,000	\$13,000	\$73,000	\$13,000	\$73,000
9815	Miscellaneous Sewer Pump Station Upgrades	\$0	\$268,268	\$0	\$421,200	\$0	\$0	\$0	\$0	\$0
9818	Miscellaneous Water Distribution System Improvements	\$20,000	\$20,000	\$0	\$150,000	\$881,667	\$381,667	\$381,667	\$20,000	\$20,000
9819	Adjust Water Valve Boxes to Street Grade	\$0	\$0	\$4,000	\$0	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
9820	Miscellaneous Water Pump Station/Storage Improvements	\$10,000	\$147,500	\$0	\$265,000	\$0	\$195,800	\$0	\$10,000	\$0
9821	Automatic Meter Read System	\$9,350	\$280,000	\$9,350	\$126,250	\$0	\$100,000	\$100,000	\$0	\$0
9822	Purchase Tools/Equipment and Building Improvements	\$77,000	\$76,500	\$12,000	\$160,000	\$2,000	\$2,000	\$102,000	\$2,000	\$2,000
9826	Contemporary Water Quality Assessment at UNR	\$116,000	\$0	\$55,000	\$0	\$17,500	\$0	\$0	\$0	\$0
XXXX	DSPUD Wastewater Plant	\$ 60,000	\$0	\$60,000	\$0	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
<b>TOTAL</b>		<b>\$351,350</b>	<b>\$1,324,522</b>	<b>\$195,350</b>	<b>\$1,915,250</b>	<b>\$1,103,167</b>	<b>\$821,467</b>	<b>\$785,667</b>	<b>\$174,000</b>	<b>\$224,000</b>
						<u>Operating</u> \$151,500	<u>Operating</u> \$134,000	<u>Operating</u> \$134,000	<u>Operating</u> \$144,000	<u>Operating</u> \$134,000

**CAPITAL PROJECT FUNDING SCHEDULE:**

Placer County Treasury Fund: Beginning Balance	\$ 3,001,206.00	\$ 2,349,498.45	\$ 478,601.45	\$ (473,065.55)	\$ (1,160,532.55)	\$ (1,812,199.55)	\$ (1,842,199.55)
Add: Balance after net income returned to reserves (ESTIMATE)	622,814.45	44,353.00	-	-	-	-	-
Add: Other Funding Grants, Loans etc.	50,000.00	-	-	-	-	-	-
LESS: Planned Capital Project costs:	<u>(1,324,522.00)</u>	<u>(1,915,250.00)</u>	<u>(951,667.00)</u>	<u>(687,467.00)</u>	<u>(651,667.00)</u>	<u>(30,000.00)</u>	<u>(90,000.00)</u>
Placer County Treasury Fund:	<u>\$ 2,349,498.45</u>	<u>\$ 478,601.45</u>	<u>\$ (473,065.55)</u>	<u>\$ (1,160,532.55)</u>	<u>\$ (1,812,199.55)</u>	<u>\$ (1,842,199.55)</u>	<u>\$ (1,932,199.55)</u>

79 Replacement

**Sanitary Sewer System**

**Spot Repairs of Sewer Mainline and Laterals -- Project 9812**

Item of Work	Unit	Quantity	Unit Price	FY 2021-2022		FY 2022-2023		FYs 2023-2027
				Operating	Capital	Operating	Capital	
Sanitary sewer lateral repairs	each	3	7,500.00	22,500.00		25,000.00		\$30,000 yearly
Sanitary sewer mainline repairs	each	3	9,500.00	28,500.00		30,000.00		\$35,000 yearly
TV Inspection of Mainline	days	2	2,500.00	5,000.00				
Lower Lake Drive gravity sewer replacement	lineal feet	385			69,511.00		313,800.00	
Replace SPS-3 forcemain	lineal feet	650			61,000.00		274,000.00	
Replace portion of SPS-2 force/gravity main	lineal feet	275			61,000.00		205,000.00	
<b>Project Total</b>				<b>\$56,000</b>	<b>\$191,511</b>	<b>\$55,000</b>	<b>\$792,800</b>	

Justification: Lateral and mainline repairs to be identified by camera inspection or forced by emergency. Yearly TV inspection of portion of mainlines in FY 2021/2022 to locate sources of I&I and verify pipe condition. Lower Lake Drive gravity sewer in poor condition based on TV inspection. Replacement of portion of SPS-3 forcemain (pump station to gravity line) due to poor pipe condition, alignment. Replacement of portion of SPS-2 forcemain and gravity line (pump station to beyond creek crossing) due to poor pipe condition. Installation methodology to be determined. All work to be done by contractor(s) due to depth of pipe and District staffing and equipment limitations.

**Repair/Replace Sewer Manholes at Various Locations -- Project 9813**

Item of Work	Unit	Quantity	Unit Price	FY 2021-2022		FY 2022-2023		FYs 2023-2027
				Operating	Capital	Operating	Capital	
Adjust manholes to grade	each	3	\$1,000	\$3,000				\$3,000 yearly
Installation of Chimney Seals (locations to be determined) & Cementitious Coating of manhole channels, bases, barrell (MHs 28, 64, 78,227)	each	16			\$239,191			\$10,000 yearly
Manhole Replacement (MHs 33, 35, 37)	each	3			\$101,552			\$60,000 every other year
<b>Project Total</b>				<b>\$3,000</b>	<b>\$340,743</b>			

Justification: Adjust manholes to grade as part of annual program. Installation of chimney seals to control I&I at frame/cone interface at street level. Degradation of manhole concrete due to sewer offgasing, work will apply cementitious coating to surfaces. Replace manholes that have reached end of useful life and are source of Inflow and Infiltration, assumes three every other year. Grade adjustment done by Sierra Staff, all other work performed by outside contractors.

**Miscellaneous Sewer Pump Station Upgrades -- Project 9815**

Item of Work	Unit	Quantity	Unit Price	FY 2021-2022		FY 2022-2023		FYs 2023-2027
				Operating	Capital	Operating	Capital	
Install replacement pumps, rail system and new wetwell at SPS-4					116,068.00		421,200.00	
Repairs and Cementious Coating of walls & floors of building at SPS-2 and ceiling & walls of wetwell at SPS-3					134,200.00			
Replacement Pumps at SPS#3					18,000.00			
<b>Project Total</b>					<b>268,268.00</b>		<b>421,200.00</b>	

Justification: SPS-4 pumps and piping has reached end of service life (installed in 1970's) and are permanently mounted in wetwell, removal for maintenance or repair requires confined space entry and unbolting of mounting and pipe connections. Installation of new pumps, rail system and wetwell will allow Operators to lift pumps in/out with truck mounted crane. Application of coating to walls and floor of SPS-2 building and ceiling and walls of SPS-3 wetwell to restore integrity of concrete due to disintegration caused by sewer off-gassing. Replacement of pumps at SRS#3 due to end of servicable life. All work to be done by outside contractor(s) due to magnitude of project and/or requirement for specialty equipment.

Replacement

80

**Domestic Water System**

**Water Distribution System Improvements -- Project 9818**

Item of Work	Unit	Quantity	Unit Price	FY 2021-2022		FY 2022-2023		FYs 2023-2027
				Operating	Capital	Operating	Capital	
AC Pipe corrosion study follow-up	each	1	\$20,000	\$20,000				
System-wide leak detection	each	1	\$10,000				\$10,000	
Replace remaining Dresser Fire Hydrants	each	10	\$12,000				\$120,000	
Install distribution gate valves at various intersections	each	8	\$5,000		\$20,000		\$20,000	\$20,000 yearly
Mainline replacement in areas of high groundwater	lineal feet	2000	\$250					\$500,000 placeholder
Replace service saddles in Serene Subdivisions	each	310	\$3,500					\$1,085,000 split between 2023/2024/2025
<b>Project Total</b>				<b>\$20,000</b>	<b>\$20,000</b>		<b>\$150,000</b>	

Justification: Condition of AC pipe studied in 2007 and found weakening of exterior of pipe due to corrosive ground water. Analysis of 2018 failure of AC pipe at Donner Drive and Lake Drive also showed loss of cement binder due groundwater corrosion. 2022 Study will include sampling of groundwater at various locations to determine corrosivity and then analysis of pipe in areas of aggressive groundwater to compare current pipe wall condition with previous study, cost estimate includes laboratory and field work (removal of pipe sections and pavement patching). System wide leak detection of distribution system in Fall of 2022 and every other year going forward. Dresser brand fire hydrants are original 1960's and '70's installation and repair parts are no longer available. There are a number of intersections where the configuration of the distribution valving is not sufficient to isolate small sections of system during repairs, project will add valves to industry standard of three per intersection prior to replacement of failing service saddles. Budget assumes mainline replacement will be required in some areas due to pipe condition. Service saddles in Serene Subdivisions have reached the end of their useful life and require replacement due to corrosion and failure of straps.

**Adjust Water Valve Boxes to Street Grade--Project 9819**

Item of Work	Unit	Quantity	Unit Price	FY 2021-2022		FY 2022-2023		FYs 2023-2027
				Operating	Capital	Operating	Capital	
Adjust water valve boxes to grade	each	10	\$400			\$4,000		\$4,000 yearly
<b>Project Total</b>						<b>\$4,000</b>		

Justification: Project will continue program to adjust water valve boxes to within 3/8-inch of surrounding asphalt grade to reduce damage to valve boxes from wheel impact loads. Estimate assumes 10 done each year. Project to be completed by Sierra Staff with exception of paving by outside contractor.

**Miscellaneous Water Pump Station/Storage Improvements -- Project 9820**

Item of Work	Unit	Quantity	Unit Price	FY 2021-2022		FY 2022-2023		FYs 2023-2027
				Operating	Capital	Operating	Capital	
Recoat interior of Office Tank (original construction in 2001)	square feet	9700	\$17					\$165,000 in 2024
Recoat exterior of Office Tank (original construction in 2001)	square feet	7700	\$4					\$30,800 in 2024
Hill and Office Tank Inspections (5 year intervals, last inspected in 2016)	each	1	\$10,000	\$10,000				\$10,000 in 2026
Install cathodic protection in Plant Filter #3, Clarifier and Office Tank	lump sum	1	\$15,000				\$15,000	
Extend Lake Intake and new intake structure	lineal feet	100	\$3,000				\$250,000	\$100,000 for design/const. \$150,000 for permitting.
Installation of Arsenic Treatment System at Well	lump sum		\$50,000		\$50,000			
Install Emergency Power Receptacle at well	lump sum		\$7,500		\$7,500			
Install Emergency Power Receptacle at Base	lump sum		\$7,500		\$7,500			
Install Emergency Power Receptacle at Flume RTU			\$7,500		\$7,500			
Install New All-District PLC and HMI at Filter Plant					\$75,000			
<b>Project Total</b>				<b>\$10,000</b>	<b>\$147,500</b>	<b>\$0</b>	<b>\$265,000</b>	

Justification: Welded steel water storage tanks require recoating at 25-30 year intervals. State requires inspection of water storage tanks at maximum of five-year intervals. Installation of cathodic protection on the Clarifier and Filters ) and Office Tank will help extend life of pressure vessel/interior piping and interior coating. Extension of the lake intake by +/- 100' to reduce water temperature fluctuations is being studied with initial study in 2019 and construction in 2020 or 2021 depending upon environmental review process. Backup well source does not have emergency power connection, installation of manual transfer switch and reverse receptacle on dedicated pole at dead-end of Tamarack would provide redundancy in event of mechanical problem at Bales or contamination of lake water. Installation of arsenic removal system will allow continuous use in event lake source is unavailable due to contamination or mechanical/power malfunction, however well capacity (~80,000 gallons/day) does not meet average day demand during high occupancy periods. New PLC/HMI will replace old Meyers Control Panel at Filter Plant.

81  
Reply

**Domestic Water System Continued**

<b>Automatic Meter Read System -- Project 9821</b>				<b>FY 2021-2022</b>		<b>FY 2022-2023</b>		<b>FYs 2023-2027</b>
Item of Work	Unit	Quantity	Unit Price	Operating	Capital	Operating	Capital	
Install meters and endpoints	each	400	\$450		\$180,000			
Reset Property Corners	each	50	\$450				\$11,250	
Purchase and Implement Billing Software	each	1	\$15,000				\$15,000	
Monthly Data Fee	each	850	\$1.10	\$9,350		\$9,350		
Install meter pits at homes w/o meters	each	100	\$4,000		\$100,000		\$100,000	\$100,000 in 2024 and 2025
<b>Project Total</b>				<b>\$9,350</b>	<b>\$280,000</b>	<b>\$9,350</b>	<b>\$126,250</b>	

Justification: District will use both "drive-by" and cellular interrogation to read meters due to spotty cellular coverage. Budget assumes installation of remaining meters in 2022 and 2023 and purchase of replacement of steel pit/lid boxes with composite materials. Installation of meters to determine usage and consumption patterns by 2023 will provide information for development of consumption based rate system in advance of January 1, 2025 State Mandate. Installation of 50 pits/boxes per year at homes that do not have meter equipment due to date of original construction (prior to 1992). Reset of front property corners required at some locations after installation of meter pits.

**Tools / Equipment and Other**

<b>Purchase Tools/Operations Equipment and Building Improvements -- Project 9822</b>				<b>FY 2021-2022</b>		<b>FY 2022-2023</b>		<b>FYs 2023-2027</b>
Item of Work	Unit	Quantity	Unit Price	Operating	Capital	Operating	Capital	Capital
Purchase Emergency By-Pass Equipment (pump, hose and fittings)	feet	500	\$10	\$5,000				
Purchase hand tools and equipment for each vehicle (incl. bulk tanks)	lump sum	1	\$2,000	\$2,000		\$2,000		\$2,000 yearly
Replace 2007 backhoe	each	1	\$100,000					\$100,000 in 2025
Paint/Stain exterior of Administration Building	lump sum	1	\$10,000			\$10,000		
Recarpet Administration Building	square yards	220	\$75		\$16,500			
Replace 2010 F350 Service Truck	each	1					\$70,000	
Replace roofs at Sewer Pump Stations and Well Building	square feet	3000	\$30				\$90,000	
Misc. Pavement Patching and Crackfilling for Placer County Permits	square foot	3500	\$10	\$35,000				
Install new floor grating in Filter Plant					\$40,000			
Complete new computer network, w/ new switches, cybersecurity and backup					\$20,000			
Snow Fence behind 7607 Yuba Drive				\$35,000				
<b>Project Total</b>				<b>\$77,000</b>	<b>\$76,500</b>	<b>\$12,000</b>	<b>\$160,000</b>	

Justification: By-Pass equipment will allow routing of sewage to next downstream manhole when necessary due to pump station or pipeline failures. Backhoe is 2007 model and is assumed to require replacement when it is 18-20 years old. Exterior of Administration Building last painted/stained in 2012 and should be done at 5-6 year intervals. Carpet in Administration Building has reached end of its useful life. The District does not have enough vehicles during the summer to allow each Operator and the summer laborer to work independently. The F350 service truck is assumed to require replacement when it is 15 years old. The sewer pump station roofs were installed in the 1980's and have reached the end of their useful life. Pavement repair in areas of pipeline repairs that were temporarily patched due to weather. New floor grating is required in Filter Plant (tripping hazard). Snow fence behind 7607 Yuba Dr. to maintain easement.

**Contemporary Water Quality Assessment at UNR**

<b>Contemporary Water Quality Assessment at UNR -- Project 9826</b>				<b>FY 2021-2022</b>		<b>FY 2022-2023</b>		<b>FYs 2023-2027</b>
Item of Work	Unit	Quantity	Unit Price	Operating	Capital	Operating	Capital	
Contemporary Water Quality Assessment at UNR	lump sum	1	\$188,500	\$116,000		\$55,000		\$17,500
<b>Project Total</b>				<b>\$116,000</b>	<b>\$0</b>	<b>\$55,000</b>	<b>\$0</b>	

*22*  
*Revised*

DSPUD Wastewater Plant -- Capital Project XXXXX				FY 2021-2022		FY 2022-2023		FYs 2023-2027
Item of Work	Unit	Quantity	Unit Price	Operating	Capital	Operating	Capital	
Placeholder for misc. improvements and repairs	lump sum	40%	\$150,000	\$60,000		\$60,000		\$60,000 yearly
		<b>Project Total</b>		<b>\$60,000</b>	<b>\$0</b>	<b>\$60,000</b>	<b>\$0</b>	

83

*Replacement*

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Proposed Engineering Services  
Board Agenda Item VIII.E  
**Date:** June 4, 2021

### Introduction

After reviewing the qualifications of several engineering design firms, the General Manager has negotiated five separate Engineering Services contracts with Farr-West (FW) Engineering in Reno, NV for the design, bidding assistance, construction contract administration, and construction observation for some of the FY 2021-2022 and FY 2022-2023 components of the District's Capital Improvement Plan as described below.

1. Sewer Infrastructure Rehabilitation Project: This project includes the rehabilitation of deteriorated District facilities including sewer lift station wet wells, electrical structures and manholes. Proposed FW Engineering Fees: \$34,561.00
2. Sewer Manhole Replacement and Repair Project: This project includes replacement of three deteriorated District sewer manholes and installation of chimney seals at sixteen District sewer manholes. Proposed FW Engineering Fees: \$43,352.00
3. Sewer Force Main Replacement Project: This project includes replacement of a 650 foot long section of 6-inch diameter force main between SPS#3 and SPS#2 and a 275 foot long section of 8-inch diameter force main between SPS#2 and SPS#1. Proposed FW Engineering Fees: \$121,999.00
4. Lower Lake Drive Gravity Sewer Main Replacement Project: This project includes replacement of a 385 foot section of 10-inch diameter asbestos cement gravity sewer main. Proposed FW Engineering Fees: \$69,511.00
5. Sewer Pump Station #4 Replacement Project: This project includes replacement of SPS#4 wet well, pumps, piping, valves and appurtenances. Proposed FW Engineering Fees: \$116,068.00

These fees are somewhat higher than the fees originally shared at the May 14, 2021 Board of Directors' meeting due to some minor changes to scope and schedule.

The proposed individual engineering project contracts are attached for your review and consideration. These contracts represent services throughout the life of each project and contain an Owner Directed Service (ODS) task representing twenty percent (20%) of the engineering fee. The ODS budget will not be used unless approved by the District.

**Recommendation**

Approve the proposed individual engineering project contracts with Farr-West Engineering for the described services.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2021, by and between the SIERRA LAKES COUNTY WATER DISTRICT ("District"), and FARR WEST ENGINEERING ("Consultant").

WITNESSETH:

WHEREAS, the District desires to contract for services to complete **the Sewer Infrastructure Rehabilitation Project**, part of the District Capital Improvements Plan; and

WHEREAS, the Consultant has presented a proposal to the District dated May 12, 2021 which includes a scope of services to complete the project (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the District, and shall be undertaken and completed in accordance with the schedule in **Exhibit "B"** ("Schedule of Performance").

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### 3. COMPENSATION:

A. The Consultant shall be paid within 30 days of submitting an invoice to the District for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed **thirty-four thousand five hundred and sixty-one dollars (\$34,561.00)** without District's prior written approval.

B. Said amount shall be paid upon submittal of a monthly invoice billing showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. 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 this Contract, subject to Section 4.

### 4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The District may temporarily suspend this Contract, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

A. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

B. The District agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the District or the District's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation, as mutually agreed by Parties.

**7. PROPERTY OF DISTRICT:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by the District on any other project without the written permission of the Consultant, shall be at the District's sole risk and the District agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the District or by others acting through the District. The Consultant is not responsible and liability is waived by the District as against the Consultant for use by the District or any other person of any data, reports, plans or drawings not signed by the Consultant.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant represents to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibits "C" and "D."**

#### **9. RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

#### **10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

#### **11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant 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. In the case of any assignment pursuant to this Section, no additional scope of service and no additional insurance requirements shall be required by the Consultant due to the assignment.

**12. INTEREST IN CONTRACT:**

Consultant represents that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees, from liability, penalties, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees from liability, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its employees, representatives, or

subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence or the willful misconduct of the District.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the District, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the District shall be primary as respects the District, its officers, officials, employees and any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District. Consultant has represented that its deductible is \$50,000 and, by entering this contract, District has accepted this as acceptable.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant 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.

C. Consultant 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 the Consultant.

D. This Contract constitutes 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.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:

Sierra Lakes Water District  
Attn: Paul Schultz  
P.O. Box 1039  
Soda Springs, CA 95728

Consultant:

Farr West Engineering  
Attn: Matt Van Dyne, Principal  
5510 Longley Lane  
Reno, NV 89511

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Nevada County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

IN WITNESS HEREOF, the parties execute this agreement, the effective date of which is as first written above.

SIERRA LAKES COUNTY WATER DISTRICT

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

ATTEST:

By: \_\_\_\_\_  
Anna Nickerson, District Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, Legal Counsel

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Title: Matt Van Dyne, Principal

## EXHIBIT A

### SCOPE OF SERVICES

#### Sierra Lakes County Water District Sewer Infrastructure Rehabilitation Project

#### INTRODUCTION

Several District facilities have experienced corrosion and deterioration over time. These facilities include the wet wells and electrical structures for Sewer Pump Stations 2 and 3 and manholes 28, 64, 78, and 227. The District plans to rehabilitate these facilities using application of a protective coating. The District has requested Farr West to propose services consisting of detailed design, bidding assistance, construction administration support, and construction observation. The phase and task breakdown for the project is designated as follows:

#### Design Services

- Task 1 – Project Management
- Task 2 – Design
- Task 3 – Bidding Assistance
- Task 4 – Construction Administration
- Task 5 – Construction Observation
- Task 6 – Owner Directed Services

#### DESIGN SERVICES

##### PHASE 1 Task 1 – Project Management

#### Objective

To plan, organize, direct, control, and communicate all relevant activities set forth in this SOW within the approved budget and schedule.

#### Approach

Farr West will routinely review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with District.

#### Deliverables

The following deliverables will be submitted under this task:

- Monthly invoices.

## Assumptions

The following assumptions apply:

- Overall Project duration is estimated at six (6) months.
- Project-related issues will be identified, communicated, and resolved.
- Submittals will be made from Farr West to the District electronically.

## PHASE 2 Task 2 – Design

### Objective

This task includes gathering information and preparation of plans and specifications for bidding purposes, as well as preparing an opinion of probable construction costs.

### Approach

This task will include the following activities:

- Coordinate with the District to obtain outstanding information from District files/records to finalize existing data and mapping.
- One site visit with District staff to walk Project site.
- 90% Design Submittal shall include:
  - Selection and specification of coating product. Selection will involve evaluation of multiple products through discussions with vendors and contractors.
  - Submission of 90% Plans, Specifications, and Opinion of Probable Construction Costs to District.
  - One 90% submittal review conference call with District and Farr West staff.
- Permitting
  - County Encroachment permit.
- 100% Design Submittal shall include:
  - Incorporation of 90% review comments from District and permit reviews.
  - Finalized Plans, Specifications, and Opinion of Probable Construction Cost submitted to District for public bid.
- Quality assurance and quality control of deliverables.

### Deliverables

The following will be delivered under this task:

- Submittal of the 90% set for District review and comment will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Placer County Encroachment permit.

### Assumptions

The following assumptions apply:

- One site visit kickoff meeting.
- Due to the straightforward nature of the Project design and to promote efficiency, 30% and 60% milestone deliverables are not included.
- 90% submittal reviews with District and Farr West will be via conference call or virtual platform.

- Specifications will be EJCDC standard forms for Division 0 specifications and CSI format for remaining technical specifications.
- All permit fees will be paid by District.
- Project disturbance will be less than 1 acre. Central Valley Water Board and NPDES General Construction Permit will not be required.
- Improvements are within Placer County right-of-way and an encroachment permit by Placer County will be required.
- Survey will not be necessary for this Project and is not included in this proposal.
  
- A geotechnical investigation is not included in this proposal.

### **PHASE 3 Task 3 – Bidding Assistance**

#### **Objective**

Assist the District in the bid solicitation, opening, review, and award of the construction contract.

#### **Approach**

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder's list.
- Attend one (1) pre-bid meeting at the District's office, prepare agenda, attend meeting, and compile meeting minutes for distribution.
- Answer questions from bidders and prepare addendum.
- Attend one (1) bid opening at District's office.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract to the District.
- Produce Conformed Drawings and Specification incorporating changes resulting from bidding (if necessary).
- Prepare and issue Notice of Award.

#### **Deliverables**

The following deliverables will be submitted under this task:

- Pre-bid meeting minutes.
- Bid results summary.
- Letter of recommendation to the District Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.
- One (1) original copy of the Specifications for use during construction.
- Three (3) half-size sets of Plans for use during construction (if necessary).

#### **Assumptions**

The following assumptions apply:

- Farr West will conduct the pre-bid and bid-opening at the District office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

## **PHASE 4 Task 4 – Construction Administration**

### **Objective**

Monitor the Project and keep the District always informed of the Project status. This phase also includes assisting the District with the close out of the construction process and construction contract.

### **Approach**

The following activities will be performed as part of this task:

- Manage and direct the Farr West Project team and provide routine Project administration and communications.
- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction administration activities are limited to six (6) total hours per week throughout the project duration.
  - These activities include processing of documents (described earlier), coordination all parties, daily observation report QC, etc.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
  - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
  - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
  - Construction Observer to perform employee interview and complete form for two personnel.
- Schedule and manage weekly on-site construction meetings. Prepare all agendas and meeting minutes for weekly construction meetings.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and District Staff).
- Upon completion of construction, obtain both Observer and Contractor as-builts and incorporate all modifications into a set of record drawings. Revisions will be made in the AutoCAD files.
- Recommend Project final acceptance to the District.

### **Deliverables**

The following deliverables will be submitted under this task:

- Certified payroll reports supplied by contractor.
- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.

- Draft and final notice of substantial completion.
- Record drawings electronically and one (1) 11x17 plan set.

### **Assumptions**

The following assumptions apply:

- Pre-construction meeting to be held at District's office.
- Construction anticipated to take three (3) weeks.
- Three (3) weekly construction meetings are assumed. Farr West will be available for additional on-site visits if requested by the District, billed on a time and materials basis outside of the SOW.
- Office engineering efforts are detailed under the Approach section of this task.
- Construction anticipated to take three (3) weeks. Certified payroll reviews are assumed at three (3) hours per week.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance. One (1) minor revision per report is assumed within this SOW. Additional revisions will be billed on a time and materials basis.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.
- Farr West's review will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to California Department of Industrial Relations must come from the District as they are the public body, funding Project, and have ultimate responsibility.
- The Observer and Contractor will provide complete and clean set of as-built redlines to Farr West.
- Material testing will be provided by Contractor via certified third-party testing company.

### **PHASE 5 Task 5 – Construction Observation**

#### **Objective**

Perform construction observation ensuring all aspects constructed are compliant with the design plans and specifications.

#### **Approach**

The following activities will be performed as part of this task:

- Construction observer to provide part-time observation during the construction process.
- Notify Contractor, Engineer, and District of any issues in the field as or before issues occur to allow quick resolution.
- Answer questions, ensure work is being completed per the plans and specifications, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Prepare daily observation reports, measure quantities, and take photographic records.
- Monitor material testing (performed by others) to certify requirements are being met.
- Attend all weekly progress meetings.
- Generate punchlist of items to correct at substantial completion.
- Conduct final site walk ensuring punchlist items are complete.
- Keep a set of redlined as-builts of construction.

## **Deliverables**

The following deliverables will be submitted under this task:

- Daily Observation Reports
- Punchlist
- Redlined as-builts

## **Assumptions**

The following assumptions apply:

- Construction anticipated to take three (3) weeks.
- Farr West construction observation will be part-time, two (2) days per working week, 6 hours on-site inspection, 2 hours for reporting and travel.
- If construction efforts vary from this schedule, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis outside of the scope.
- On-site observation will only occur when the contractor is performing work.
- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.

## **PHASE 6 Task 6 – Owner Directed Services**

District directed Farr West to include an Owner Directed Service task totaling ten percent of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project SOW (if any). Labor effort will not be charged to this task unless authorized by the District.

### BUDGET

Task 1	Project Management	\$4,090
Task 2	Design	\$10,032
Task 3	Bidding Assistance	\$2,940
Task 4	Construction Administration	\$9,077
Task 5	Construction Observation	\$5,280
Task 6	Owner Directed Services	\$3,142
	<b>TOTAL:</b>	<b>\$34,561.00</b>

### ENGINEER'S RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$172	Building Inspector II	\$70
Senior Engineer II	\$165	Building Inspector I	\$65
Senior Engineer	\$150	Designer III	\$120
Engineer IV	\$140	Designer II	\$110
Engineer III	\$130	Designer I	\$100
Engineer II	\$120	GIS Analyst II	\$140
Engineer I	\$110	GIS Analyst I	\$120
Electrical Engineering in Training	\$110	GIS Specialist	\$100
Engineer in Training II	\$100	GIS Technician	\$87
Engineer in Training I	\$93	Water Rights Specialist III	\$150
Senior Hydrogeologist	\$160	Water Rights Specialist II	\$130
Hydrogeologist II	\$115	Water Rights Specialist I	\$110
Hydrogeologist I	\$100	Water Rights Technician III	\$105
Electrical Engineer	\$150	Water Rights Technician II	\$95
Construction Inspector III	\$115	Water Rights Technician I	\$75
Construction Inspector II	\$110	Regulatory & Env. Specialist	\$100
Construction Inspector I	\$95	Professional Surveyor	\$140
Project Assistant	\$93	Survey Technician III	\$115
Admin IV	\$100	Survey Technician II	\$100
Admin III	\$90	Survey Technician I	\$80
Admin II	\$80	1 Man Survey Crew	\$140
Admin I	\$65	2 Man Survey Crew	\$220
Intern	\$45	Utility Operator	\$120

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

**EXHIBIT B**

**SCHEDULE OF PERFORMANCE**

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**Project Begin:** June 14, 2021

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**90% Design:** July 2021

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**100% Design:** August 2021

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**Bidding:** August 2021

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**Construction:** September 2021

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**Closeout:** November 2021

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**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]**

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.

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Matt Van Dyne, Principal

## EXHIBIT D

### LABOR COMPLIANCE

#### 1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the District.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

#### 2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The District shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the District, or the District's agents, be considered as the basis of a claim against the District.

### **3. LABOR DISCRIMINATION**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 EIGHT-HOUR DAY LIMITATION**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the District. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

### **5. COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES**

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby

incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2021, by and between the SIERRA LAKES COUNTY WATER DISTRICT ("District"), and FARR WEST ENGINEERING ("Consultant").

WITNESSETH:

WHEREAS, the District desires to contract for services to complete **the Sewer Manhole Replacement and Repair Project**, part of the District Capital Improvements Plan; and

WHEREAS, the Consultant has presented a proposal to the District dated May 12, 2021 which includes a scope of services to complete the project (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the District, and shall be undertaken and completed in accordance with the schedule in **Exhibit "B"** ("Schedule of Performance").

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### 3. COMPENSATION:

A. The Consultant shall be paid within 30 days of submitting an invoice to the District for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed **forty-three thousand three hundred and fifty two dollars (\$43,352.00)**, without District's prior written approval.

B. Said amount shall be paid upon submittal of a monthly invoice billing showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. 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 this Contract, subject to Section 4.

### 4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The District may temporarily suspend this Contract, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

A. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

B. The District agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the District or the District's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation, as mutually agreed by Parties.

**7. PROPERTY OF DISTRICT:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by the District on any other project without the written permission of the Consultant, shall be at the District's sole risk and the District agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the District or by others acting through the District. The Consultant is not responsible and liability is waived by the District as against the Consultant for use by the District or any other person of any data, reports, plans or drawings not signed by the Consultant.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant represents to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibits "C" and "D."**

**9. RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant 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. In the case of any assignment pursuant to this Section, no additional scope of service and no additional insurance requirements shall be required by the Consultant due to the assignment.

**12. INTEREST IN CONTRACT:**

Consultant represents that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees, from liability, penalties, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees from liability, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its employees, representatives, or

subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence or the willful misconduct of the District.

## 16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

### 1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the District, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

### 2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the District shall be primary as respects the District, its officers, officials, employees and any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District. Consultant has represented that its deductible is \$50,000 and, by entering this contract, District has accepted this as acceptable.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant 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.

C. Consultant 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 the Consultant.

D. This Contract constitutes 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.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:

Sierra Lakes Water District  
Attn: Paul Schultz  
P.O. Box 1039  
Soda Springs, CA 95728

Consultant:

Farr West Engineering  
Attn: Matt Van Dyne, Principal  
5510 Longley Lane  
Reno, NV 89511

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Nevada County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

IN WITNESS HEREOF, the parties execute this agreement, the effective date of which is as first written above.

SIERRA LAKES COUNTY WATER DISTRICT

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

ATTEST:

By: \_\_\_\_\_  
Anna Nickerson, District Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, Legal Counsel

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Title: Matt Van Dyne, Principal

**EXHIBIT A  
SCOPE OF WORK**

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**Sierra Lakes County Water District  
Sewer Manhole Replacement and Repair Project**

**INTRODUCTION**

Several District manholes have experienced corrosion and deterioration over time. Other manholes lack chimney seals and are a potential source of inflow and/or infiltration for runoff or groundwater into the District collection system. The District plans to replace three deteriorated manholes and install chimney seals in 16 additional system manholes. Manholes proposed for reconstruction include MH 33, MH 35, and MH 37. The District has requested Farr West to propose services consisting of survey and mapping, detailed design, bidding assistance, construction administration support, and construction observation. The phase and task breakdown for the project is designated as follows:

**Design Services**

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Design
- Task 4 – Bidding Assistance
- Task 5 – Construction Administration
- Task 6 – Construction Observation
- Task 7 – Owner Directed Services

**DESIGN SERVICES**

**PHASE 1 Task 1 – Project Management**

**Objective**

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

**Approach**

Farr West will routinely review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with District.

## **Deliverables**

The following deliverables will be submitted under this task:

- Monthly invoices.

## **Assumptions**

The following assumptions apply:

- Overall Project duration is estimated at six (6) months.
- Project-related issues will be identified, communicated, and resolved.
- Submittals will be made from Farr West to District electronically.

## **PHASE 2 Task 2 – Survey and Mapping**

### **Objective**

Preparation of survey and mapping at 1-foot contour intervals required for Project design efforts.

### **Approach**

This task will include the following activities:

- Coordinate with District to locate and mark utilities within the Project corridor prior to Farr West survey so markings can be collected.
- Survey will be provided with a one (1) foot contour interval at 1" = 20' mapping scale.
- Existing conditions shall be located and will include but not be limited to fences, roads, curbs, driveways, drainage (sewer and storm water) and utility (water, gas, power, and communications) structures visible from the surface of the ground, and trees 6" in diameter or larger.
- Site photos and control sheet will be provided along with the topographic survey in AutoCAD Civil 3D 2018 drawing format.

### **Deliverables**

The following will be delivered under this task:

- Topographic survey to Farr West engineering team for design purposes.

### **Assumptions**

The following assumptions apply:

- The horizontal and vertical control shall be based on published data provided by the Control Network and benchmarks based on the North American Vertical Datum of 1988 (NAVD 88).
- Boundary Survey is not included in this scope of work, proposed and existing facilities affected by this Project are assumed to be well within rights-of-way.
- Generation of Easements are not included. Appropriate and sufficient rights of way and easements are assumed to exist to accommodate infrastructure and construction activities.
- Farr West survey will establish Project control that will be used during construction.
- Construction staking is not included.
- Traffic control for survey efforts beyond survey signage is not anticipated.

## **PHASE 3 Task 3 – Design**

### **Objective**

This task includes gathering information and preparation of plans and specifications for bidding purposes, as well as preparing an opinion of probable construction costs.

### **Approach**

This task will include the following activities:

- Coordinate with District to obtain needed missing information from District files/records to finalize existing data and mapping.
- One site visit with District staff to walk Project site.
- 90% Design Submittal shall include:
  - Submission of 90% Plans, and Specifications, and Opinion of Probable Construction Costs to District for final review and comment.
  - One 90% submittal review conference call with District and Farr West staff.
- Permitting
  - County Encroachment permit.
- 100% Design Submittal shall include:
  - Incorporation of 90% review comments from District and permit reviews.
  - Finalized Plans, Specifications, and Opinion of Probable Construction Cost submitted to District for public bid.
- Quality assurance and quality control of deliverables.

### **Deliverables**

The following will be delivered under this task:

- Submittal of the 90% set for District review and comment includes individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Placer County Encroachment permit.

### **Assumptions**

The following assumptions apply:

- One (1) site visit kickoff meeting.
- Due to the straightforward nature of the Project design and to promote efficiency, 30% and 60% milestone deliverables are not included.
- 90% submittal reviews with District and Farr West will be via conference call or virtual platform.
- Specifications will be EJCDC standard forms for Division 0 specifications and CSI format for remaining technical specifications.
- All permit fees will be paid by District.
- Project disturbance will be less than 1 acre. Central Valley Water Board and NPDES General Construction Permit will not be required.
- Improvements are within Placer County right-of-way and an encroachment permit by Placer County will be required.
- If dewatering is required, Contractor will be responsible to coordinate, apply, and obtain appropriate permit(s).

- A geotechnical investigation is not included in this proposal.

#### **PHASE 4 Task 4 – Bidding Assistance**

##### **Objective**

Assist the District in the bid solicitation, opening, review, and award process of the construction contract.

##### **Approach**

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder's list.
- Attend one (1) pre-bid meeting at District's office, prepare agenda, attend meeting, and compile meeting minutes for distribution.
- Answer questions from bidders and prepare addendum.
- Attend one (1) bid opening at District's office.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract.
- Produce Conformed Drawings and Specification incorporating changes resulting from bidding (if necessary).
- Prepare and issue Notice of Award.

##### **Deliverables**

The following deliverables will be submitted under this task:

- Pre-bid meeting minutes.
- Bid results summary.
- Letter of recommendation to District Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.
- One (1) original copy of the Specifications for use during construction.
- Three (3) half-size sets of Plans for use during construction (if necessary).

##### **Assumptions**

The following assumptions apply:

- Farr West will conduct the pre-bid and bid-opening at the District office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

#### **PHASE 5 Task 5 – Construction Administration**

##### **Objective**

Monitor the Project and keep District always informed of the Project status. This phase also includes assisting District with the close out of the construction process and construction contract.

##### **Approach**

The following activities will be performed as part of this task:

- Manage and direct the Farr West Project team and provide routine Project administration and communications.
- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction administration activities are limited to six (6) total hours per week throughout the project duration.
  - These activities include processing of documents (described earlier), coordination all parties, daily observation report QC, etc.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
  - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
  - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
  - Construction Observer to perform employee interview and complete form for two personnel.
- Schedule and manage weekly on-site construction meetings. Prepare all agendas and meeting minutes for weekly construction meetings.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and District Staff).
- Upon completion of construction, obtain both Observer and Contractor as-builts and incorporate all modifications into a set of record drawings. Revisions will be made in the AutoCAD files.
- Recommend Project final acceptance to District.

### **Deliverables**

The following deliverables will be submitted under this task:

- Certified payroll reports supplied by contractor.
- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.
- Record drawings electronically and one (1) 11x17 plan set

### **Assumptions**

The following assumptions apply:

- Pre-construction meeting to be held at District's office.
- Construction anticipated to take three (3) weeks.
- Three (3) weekly construction meetings are assumed. Farr West will be available for additional on-site visits if requested by District, billed on a time and materials basis outside of the Scope.

- Office engineering efforts are detailed under the Approach section of this task.
- Construction anticipated to take three (3) weeks. Certified payroll reviews are assumed at 3 hours per week.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance. One (1) minor revision per report is assumed within this scope of work. Additional revisions will be billed on a time and materials basis.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.
- Farr West's review will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to Labor Commission must come from the District as they are the public body, funding Project, and have ultimate responsibility.
- The Observer and Contractor will provide complete and clean set of redlines to Farr West.
- Material testing will be provided by Contractor via certified third-party testing company.

## **PHASE 6 Task 6 – Construction Observation**

### **Objective**

Perform construction observation ensuring all aspects constructed are compliant with the design plans and specifications.

### **Approach**

The following activities will be performed as part of this task:

- Construction observer to provide part-time observation during the construction process.
- Notify Contractor, Engineer, and District of any issues in the field as or before issues occur to allow quick resolution.
- Answer questions, ensure work is being completed per the plans and specifications, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Prepare daily observation reports, measure quantities, and take photographic records.
- Monitor material testing (performed by others) to certify requirements are being met.
- Attend all weekly progress meetings.
- Generate punchlist of items to correct at substantial completion.
- Conduct final site walk ensuring punchlist items are complete.
- Keep a set of redlined as-builts of construction.

### **Deliverables**

The following deliverables will be submitted under this task:

- Daily Observation Reports
- Punchlist
- Redlined as-builts

### **Assumptions**

The following assumptions apply:

- Construction anticipated to take three (3) weeks.
- Farr West construction observation will be part time, three (3) days per working week, 6 hours on-site inspection, 2 hours for reporting and travel.

- If construction efforts vary from this schedule, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis outside of the scope.
- On-site observation will only occur when the contractor is performing work.
- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.

**PHASE 7 Task 7 – Owner Directed Services**

District directed Farr West to include an Owner Directed Service task totaling ten percent of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project SOW (if any). Labor effort will not be charged to this task unless authorized by the District.

**BUDGET**

Task 1	Project Management	\$4,090
Task 2	Survey and Mapping	\$6,140
Task 3	Design	\$9,512
Task 4	Bidding Assistance	\$2,940
Task 5	Construction Administration	\$8,809
Task 6	Construction Observation	\$7,920
Task 7	Owner Directed Services	\$3,941
	<b>TOTAL:</b>	<b>\$43,352</b>

## ENGINEER'S RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$172	Building Inspector II	\$70
Senior Engineer II	\$165	Building Inspector I	\$65
Senior Engineer	\$150	Designer III	\$120
Engineer IV	\$140	Designer II	\$110
Engineer III	\$130	Designer I	\$100
Engineer II	\$120	GIS Analyst II	\$140
Engineer I	\$110	GIS Analyst I	\$120
Electrical Engineering in Training	\$110	GIS Specialist	\$100
Engineer in Training II	\$100	GIS Technician	\$87
Engineer in Training I	\$93	Water Rights Specialist III	\$150
Senior Hydrogeologist	\$160	Water Rights Specialist II	\$130
Hydrogeologist II	\$115	Water Rights Specialist I	\$110
Hydrogeologist I	\$100	Water Rights Technician III	\$105
Electrical Engineer	\$150	Water Rights Technician II	\$95
Construction Inspector III	\$115	Water Rights Technician I	\$75
Construction Inspector II	\$110	Regulatory & Env. Specialist	\$100
Construction Inspector I	\$95	Professional Surveyor	\$140
Project Assistant	\$93	Survey Technician III	\$115
Admin IV	\$100	Survey Technician II	\$100
Admin III	\$90	Survey Technician I	\$80
Admin II	\$80	1 Man Survey Crew	\$140
Admin I	\$65	2 Man Survey Crew	\$220
Intern	\$45	Utility Operator	\$120

### Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

**EXHIBIT B  
SCHEDULE**

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<b>Project Begin:</b>	<b>June 14, 2021</b>
<b>Survey:</b>	<b>June 2021</b>
<b>90% Design:</b>	<b>July 2021</b>
<b>100% Design:</b>	<b>July 2021</b>
<b>Bidding:</b>	<b>July – August 2021</b>
<b>Construction:</b>	<b>Early September 2021</b>
<b>Closeout:</b>	<b>November 2021</b>

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**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]**

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.

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Matt Van Dyne, Principal

83a- 43

## EXHIBIT D

### LABOR COMPLIANCE

#### 1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the District.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

#### 2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The District shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the District, or the District's agents, be considered as the basis of a claim against the District.

### **3. LABOR DISCRIMINATION**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 EIGHT-HOUR DAY LIMITATION**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the District. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

### **5. COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES**

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby

incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2021, by and between the SIERRA LAKES COUNTY WATER DISTRICT ("District"), and FARR WEST ENGINEERING ("Consultant").

WITNESSETH:

WHEREAS, the District desires to contract for services to complete **the Sewer Force Main Replacement Project**, part of the District Capital Improvements Plan; and

WHEREAS, the Consultant has presented a proposal to the District dated May 12, 2021 which includes a scope of services to complete the project (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the District, and shall be undertaken and completed in accordance with the schedule in **Exhibit "B"** ("Schedule of Performance").

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### 3. COMPENSATION:

A. The Consultant shall be paid within 30 days of submitting an invoice to the District for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed **one hundred twenty-one thousand nine hundred ninety-nine dollars (\$121,999.00)** without District's prior written approval.

B. Said amount shall be paid upon submittal of a monthly invoice billing showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. 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 this Contract, subject to Section 4.

### 4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The District may temporarily suspend this Contract, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

A. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

B. The District agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the District or the District's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation, as mutually agreed by Parties.

**7. PROPERTY OF DISTRICT:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by the District on any other project without the written permission of the Consultant, shall be at the District's sole risk and the District agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the District or by others acting through the District. The Consultant is not responsible and liability is waived by the District as against the Consultant for use by the District or any other person of any data, reports, plans or drawings not signed by the Consultant.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant represents to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibits "C" and "D."**

#### **9. RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

#### **10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

#### **11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant 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. In the case of any assignment pursuant to this Section, no additional scope of service and no additional insurance requirements shall be required by the Consultant due to the assignment.

**12. INTEREST IN CONTRACT:**

Consultant represents that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees, from liability, penalties, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees from liability, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether

active or passive, on the part of the Consultant or its employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence or the willful misconduct of the District.

## 16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

### 1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the District, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

### 2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of

insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the District shall be primary as respects the District, its officers, officials, employees and any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District. Consultant has represented that its deductible is \$50,000 and, by entering this contract, District has accepted this as acceptable.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant 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.

C. Consultant 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 the Consultant.

D. This Contract constitutes 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.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:

Sierra Lakes Water District  
Attn: Paul Schultz  
P.O. Box 1039  
Soda Springs, CA 95728

Consultant:

Farr West Engineering  
Attn: Matt Van Dyne, Principal  
5510 Longley Lane  
Reno, NV 89511

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Nevada County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

IN WITNESS HEREOF, the parties execute this agreement, the effective date of which is as first written above.

SIERRA LAKES COUNTY WATER DISTRICT

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

ATTEST:

By: \_\_\_\_\_  
Anna Nickerson, District Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, Legal Counsel

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Title: Matt Van Dyne, Principal

**EXHIBIT A  
SCOPE OF WORK**

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**Sierra Lakes County Water District  
Sewer Force Main Replacement Project**

**INTRODUCTION**

The Sierra Lakes County Water District (the District) plans to replace portions of two sewer force mains (Project) which have reached the end of their useful life. The first is an approximate 650-foot-long section of 6-inch diameter force main extending from SPS3 to and along Soda Springs Road – all within roadway with one creek crossing. The second is an approximate 275-foot-long section of 8-inch diameter force main extending from SPS2 in an easement north toward Lake Drive – mostly outside of roadway with one creek crossing. The District has requested Farr West Engineering (Farr West) to propose services consisting of survey and mapping, detailed design, bidding assistance, construction administration support, and construction observation. The phase and task breakdown for the project is designated as follows:

**Design Services**

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Design
- Task 4 – Bidding Assistance
- Task 5 – Construction Administration
- Task 6 – Construction Observation
- Task 7 – Owner Directed Services

**DESIGN SERVICES**

**PHASE 1 Task 1 – Project Management**

**Objective**

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

**Approach**

Farr West will routinely review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the District.

## **Deliverables**

The following deliverables will be submitted under this task:

- Monthly invoices.

## **Assumptions**

The following assumptions apply:

- Overall Project duration is estimated at sixteen (16) months.
- Project-related issues will be identified, communicated, and resolved.
- Submittals will be made from Farr West to the District electronically.

## **PHASE 2 Task 2 – Survey and Mapping**

### **Objective**

Preparation of survey and mapping at 1-foot contour intervals required for Project design efforts.

### **Approach**

This task will include the following activities:

- Coordinate with the District to locate and mark utilities within the Project corridor prior to Farr West survey so markings can be collected.
- Survey will be provided with a one (1) foot contour interval at 1" = 20' mapping scale.
- Existing conditions shall be located and will include but not be limited to fences, roads, curbs, driveways, drainage (sewer and storm water) and utility (water, gas, power, and communications) structures visible from the surface of the ground, and trees 6" in diameter or larger.
- Site photos and control sheet will be provided along with the topographic survey in AutoCAD Civil 3D 2018 drawing format.

### **Deliverables**

The following will be delivered under this task:

- Topographic survey to Farr West engineering team for design purposes.

### **Assumptions**

The following assumptions apply:

- The horizontal and vertical control shall be based on published data provided by the Control Network and benchmarks based on the North American Vertical Datum of 1988 (NAVD 88).
- Boundary Survey is not included in this scope of work, proposed and existing facilities affected by this Project are assumed to be well within rights-of-way.
- Generation of easements are not included. Appropriate and sufficient rights of way and easements are assumed to exist to accommodate infrastructure and construction activities.
- Farr West survey will establish Project control that will be used during construction.
- Construction staking is not included.
- Traffic control for survey efforts beyond survey signage is not anticipated.

## **PHASE 3 Task 3 – Design**

### **Objective**

This task includes gathering information and preparation of plans and specifications for bidding purposes, as well as preparing an opinion of probable construction costs.

### **Approach**

This task will include the following activities:

- Coordinate with District to obtain needed missing information from District files/records to finalize existing data and mapping.
- One site visit with District staff to walk Project site.
- 60% Design Submittal shall include:
  - Design drawings are estimated to include
    - Five (5) General/Detail sheets.
    - One (1) Survey Control sheet.
    - Three (3) Plan and Profile sheets at 1"=20' scale.
  - Submission of 60% Plans, Specifications, and Opinion of Probable Construction Costs to the District.
  - One 60% submittal review conference call with District and Farr West staff.
- 90% Design Submittal shall include:
  - Incorporation of District review comments.
  - Submission of 90% Plans, and Specifications, and Opinion of Probable Construction Costs to the District for final review and comment.
  - One 90% submittal review conference call with District and Farr West staff.
- Permitting
  - County Encroachment permit.
- 100% Design Submittal shall include:
  - Incorporation of 90% review comments from District and permit reviews.
  - Finalized Plans, Specifications, and Opinion of Probable Construction Cost submitted to the District for public bid.
- Quality assurance and quality control of deliverables.

### **Deliverables**

The following will be delivered under this task:

- Submittal of the 60% set for District review and comment will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 90% set for District review and comment includes individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Placer County Encroachment permit.

### **Assumptions**

The following assumptions apply:

- One (1) site visit kickoff meeting.
- 60% and 90% submittal reviews with the District and Farr West will be via conference call or virtual platform.

- Specifications will be EJCDC standard forms for Division 0 specifications and CSI format for remaining technical specifications.
- All permit fees will be paid by the District.
- Project disturbance will be less than 1 acre. Central Valley Water Board and NPDES General Construction Permit will not be required.
- Improvements are within Placer County right-of-way and an encroachment permit by Placer County will be required.
- Horizontal directional drilling (HDD) is proposed to install piping beneath the two creek crossings along the force main alignments. The beginning and ending of the drilling extents are assumed to be outside of the stream channel and wetlands. Based on previous experience with similar construction efforts, permitting specific to the stream crossing from the Army Corps or EPA is not expected or proposed as part of this SOW.
- If dewatering is required, Contractor will be responsible to coordinate, apply, and obtain appropriate permit(s).
  
- Not Included
  - A geotechnical investigation is not included in this proposal.
  - Hydraulic analysis and modeling are not included. Sewer main assumed to be replaced in kind, per the District's input.
  - Permitting efforts beyond Placer County Encroachment Permit.

#### **PHASE 4 Task 4 – Bidding Assistance**

##### **Objective**

Assist the District in the bid solicitation, opening, review, and award process of the construction contract.

##### **Approach**

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder's list.
- Attend one (1) pre-bid meeting at District's office, prepare agenda, attend meeting, and compile meeting minutes for distribution.
- Answer questions from bidders and prepare addendum.
- Attend one (1) bid opening at the District's office.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract.
- Produce Conformed Drawings and Specification incorporating changes resulting from bidding (if necessary).
- Prepare and issue Notice of Award.

##### **Deliverables**

The following deliverables will be submitted under this task:

- Pre-bid meeting minutes.
- Bid results summary.
- Letter of recommendation to the District's Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.
- One (1) original copy of the Specifications for use during construction.
- Three (3) half-size sets of Plans for use during construction (if necessary).

## Assumptions

The following assumptions apply:

- Farr West will conduct the pre-bid and bid-opening at the District office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

## PHASE 5 Task 5 – Construction Administration

### Objective

Monitor the Project and keep District always informed of the Project status. This phase also includes assisting District with the close out of the construction process and construction contract.

### Approach

The following activities will be performed as part of this task:

- Manage and direct the Farr West Project team and provide routine Project administration and communications.
- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction administration activities are limited to six (6) total hours per week throughout the project duration.
  - These activities include processing of documents (described earlier), coordination all parties, daily observation report QC, etc.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
  - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
  - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
  - Construction Observer to perform employee interview and complete form for two personnel.
- Schedule and manage weekly on-site construction meetings. Prepare all agendas and meeting minutes for weekly construction meetings.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and District Staff).
- Upon completion of construction, obtain both Observer and Contractor as-builts and incorporate all modifications into a set of record drawings. Revisions will be made in the AutoCAD files.
- Recommend Project final acceptance to the District.

### Deliverables

The following deliverables will be submitted under this task:

- Certified payroll reports supplied by contractor.

- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.
- Record drawings electronically and one (1) 11x17 plan set.

### **Assumptions**

The following assumptions apply:

- Pre-construction meeting to be held at the District's office.
- Construction anticipated to take eight (8) weeks.
- Eight (8) weekly construction meetings are assumed. Farr West will be available for additional on-site visits if requested by the District, billed on a time and materials basis outside of the Scope.
- Office engineering efforts are detailed under the Approach section of this task.
- Construction anticipated to take eight (8) weeks. Certified payroll reviews are assumed at 3 hours per week.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance. One (1) minor revision per report is assumed within this scope of work. Additional revisions will be billed on a time and materials basis.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.
- Farr West's review will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to DIR must come from the District as they are the public body, funding Project, and have ultimate responsibility.
- The Observer and Contractor will provide complete and clean set of redlines to Farr West.
- Material testing will be provided by Contractor via certified third-party testing company.

### **PHASE 6 Task 6 – Construction Observation**

#### **Objective**

Perform construction observation ensuring all aspects constructed are compliant with the design plans and specifications.

#### **Approach**

The following activities will be performed as part of this task:

- Construction observer to provide full-time observation during the construction process.
- Notify Contractor, Engineer, and the District of any issues in the field as or before issues occur to allow quick resolution.
- Answer questions, ensure work is being completed per the plans and specifications, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Prepare daily observation reports, measure quantities, and take photographic records.
- Monitor material testing (performed by others) to certify requirements are being met.
- Attend all weekly progress meetings.
- Generate punchlist of items to correct at substantial completion.
- Conduct final site walk ensuring punchlist items are complete.
- Keep a set of redlined as-builts of construction.

## **Deliverables**

The following deliverables will be submitted under this task:

- Daily Observation Reports
- Punchlist
- Redlined as-builts

## **Assumptions**

The following assumptions apply:

- Construction anticipated to take eight (8) weeks.
- Farr West construction observation will be full time, five (5) days per working week, 7 hours on-site inspection, 2 hours for reporting and travel.
- If construction efforts vary from this schedule, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis outside of the scope.
- On-site observation will only occur when the contractor is performing work.
- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.

## **PHASE 7 Task 7 – Owner Directed Services**

District directed Farr West to include an Owner Directed Service task totaling ten percent of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project SOW (if any). Labor effort will not be charged to this task unless authorized by the District.

**EXHIBIT A  
SCOPE OF WORK**

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**Sierra Lakes County Water District  
Sewer Force Main Replacement Project**

**INTRODUCTION**

The Sierra Lakes County Water District (the District) plans to replace portions of two sewer force mains (Project) which have reached the end of their useful life. The first is an approximate 650-foot-long section of 6-inch diameter force main extending from SPS3 to and along Soda Springs Road – all within roadway with one creek crossing. The second is an approximate 275-foot-long section of 8-inch diameter force main extending from SPS2 in an easement north toward Lake Drive – mostly outside of roadway with one creek crossing. The District has requested Farr West Engineering (Farr West) to propose services consisting of survey and mapping, detailed design, bidding assistance, construction administration support, and construction observation. The phase and task breakdown for the project is designated as follows:

**Design Services**

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Design
- Task 4 – Bidding Assistance
- Task 5 – Construction Administration
- Task 6 – Construction Observation
- Task 7 – Owner Directed Services

**DESIGN SERVICES**

**PHASE 8 Task 1 – Project Management**

**Objective**

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

**Approach**

Farr West will routinely review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.

- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the District.

### **Deliverables**

The following deliverables will be submitted under this task:

- Monthly invoices.

### **Assumptions**

The following assumptions apply:

- Overall Project duration is estimated at sixteen (16) months.
- Project-related issues will be identified, communicated, and resolved.
- Submittals will be made from Farr West to the District electronically.

## **PHASE 9 Task 2 – Survey and Mapping**

### **Objective**

Preparation of survey and mapping at 1-foot contour intervals required for Project design efforts.

### **Approach**

This task will include the following activities:

- Coordinate with the District to locate and mark utilities within the Project corridor prior to Farr West survey so markings can be collected.
- Survey will be provided with a one (1) foot contour interval at 1" = 20' mapping scale.
- Existing conditions shall be located and will include but not be limited to fences, roads, curbs, driveways, drainage (sewer and storm water) and utility (water, gas, power, and communications) structures visible from the surface of the ground, and trees 6" in diameter or larger.
- Site photos and control sheet will be provided along with the topographic survey in AutoCAD Civil 3D 2018 drawing format.

### **Deliverables**

The following will be delivered under this task:

- Topographic survey to Farr West engineering team for design purposes.

### **Assumptions**

The following assumptions apply:

- The horizontal and vertical control shall be based on published data provided by the Control Network and benchmarks based on the North American Vertical Datum of 1988 (NAVD 88).
- Boundary Survey is not included in this scope of work, proposed and existing facilities affected by this Project are assumed to be well within rights-of-way.
- Generation of easements are not included. Appropriate and sufficient rights of way and easements are assumed to exist to accommodate infrastructure and construction activities.
- Farr West survey will establish Project control that will be used during construction.
- Construction staking is not included.
- Traffic control for survey efforts beyond survey signage is not anticipated.

## **PHASE 10 Task 3 – Design**

### **Objective**

This task includes gathering information and preparation of plans and specifications for bidding purposes, as well as preparing an opinion of probable construction costs.

### **Approach**

This task will include the following activities:

- Coordinate with District to obtain needed missing information from District files/records to finalize existing data and mapping.
- One site visit with District staff to walk Project site.
- 60% Design Submittal shall include:
  - Design drawings are estimated to include
    - Five (5) General/Detail sheets.
    - One (1) Survey Control sheet.
    - Three (3) Plan and Profile sheets at 1"=20' scale.
  - Submission of 60% Plans, Specifications, and Opinion of Probable Construction Costs to the District.
  - One 60% submittal review conference call with District and Farr West staff.
- 90% Design Submittal shall include:
  - Incorporation of District review comments.
  - Submission of 90% Plans, and Specifications, and Opinion of Probable Construction Costs to the District for final review and comment.
  - One 90% submittal review conference call with District and Farr West staff.
- Permitting
  - County Encroachment permit.
- 100% Design Submittal shall include:
  - Incorporation of 90% review comments from District and permit reviews.
  - Finalized Plans, Specifications, and Opinion of Probable Construction Cost submitted to the District for public bid.
- Quality assurance and quality control of deliverables.

### **Deliverables**

The following will be delivered under this task:

- Submittal of the 60% set for District review and comment will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 90% set for District review and comment includes individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Placer County Encroachment permit.

### **Assumptions**

The following assumptions apply:

- One (1) site visit kickoff meeting.
- 60% and 90% submittal reviews with the District and Farr West will be via conference call or virtual platform.

- Specifications will be EJCDC standard forms for Division 0 specifications and CSI format for remaining technical specifications.
- All permit fees will be paid by the District.
- Project disturbance will be less than 1 acre. Central Valley Water Board and NPDES General Construction Permit will not be required.
- Improvements are within Placer County right-of-way and an encroachment permit by Placer County will be required.
- Horizontal directional drilling (HDD) is proposed to install piping beneath the two creek crossings along the force main alignments. The beginning and ending of the drilling extents are assumed to be outside of the stream channel and wetlands. Based on previous experience with similar construction efforts, permitting specific to the stream crossing from the Army Corps or EPA is not expected or proposed as part of this SOW.
- If dewatering is required, Contractor will be responsible to coordinate, apply, and obtain appropriate permit(s).
  
- Not Included
  - A geotechnical investigation is not included in this proposal.
  - Hydraulic analysis and modeling are not included. Sewer main assumed to be replaced in kind, per the District's input.
  - Permitting efforts beyond Placer County Encroachment Permit.

#### **PHASE 11 Task 4 – Bidding Assistance**

##### **Objective**

Assist the District in the bid solicitation, opening, review, and award process of the construction contract.

##### **Approach**

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder's list.
- Attend one (1) pre-bid meeting at District's office, prepare agenda, attend meeting, and compile meeting minutes for distribution.
- Answer questions from bidders and prepare addendum.
- Attend one (1) bid opening at the District's office.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract.
- Produce Conformed Drawings and Specification incorporating changes resulting from bidding (if necessary).
- Prepare and issue Notice of Award.

##### **Deliverables**

The following deliverables will be submitted under this task:

- Pre-bid meeting minutes.
- Bid results summary.
- Letter of recommendation to the District's Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.
- One (1) original copy of the Specifications for use during construction.

- Three (3) half-size sets of Plans for use during construction (if necessary).

### **Assumptions**

The following assumptions apply:

- Farr West will conduct the pre-bid and bid-opening at the District office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

### **PHASE 12 Task 5 – Construction Administration**

#### **Objective**

Monitor the Project and keep District always informed of the Project status. This phase also includes assisting District with the close out of the construction process and construction contract.

#### **Approach**

The following activities will be performed as part of this task:

- Manage and direct the Farr West Project team and provide routine Project administration and communications.
- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction administration activities are limited to six (6) total hours per week throughout the project duration.
  - These activities include processing of documents (described earlier), coordination all parties, daily observation report QC, etc.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
  - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
  - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
  - Construction Observer to perform employee interview and complete form for two personnel.
- Schedule and manage weekly on-site construction meetings. Prepare all agendas and meeting minutes for weekly construction meetings.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and District Staff).
- Upon completion of construction, obtain both Observer and Contractor as-builts and incorporate all modifications into a set of record drawings. Revisions will be made in the AutoCAD files.
- Recommend Project final acceptance to the District.

## **Deliverables**

The following deliverables will be submitted under this task:

- Certified payroll reports supplied by contractor.
- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.
- Record drawings electronically and one (1) 11x17 plan set.

## **Assumptions**

The following assumptions apply:

- Pre-construction meeting to be held at the District's office.
- Construction anticipated to take eight (8) weeks.
- Eight (8) weekly construction meetings are assumed. Farr West will be available for additional on-site visits if requested by the District, billed on a time and materials basis outside of the Scope.
- Office engineering efforts are detailed under the Approach section of this task.
- Construction anticipated to take eight (8) weeks. Certified payroll reviews are assumed at 3 hours per week.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance. One (1) minor revision per report is assumed within this scope of work. Additional revisions will be billed on a time and materials basis.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.
- Farr West's review will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to DIR must come from the District as they are the public body, funding Project, and have ultimate responsibility.
- The Observer and Contractor will provide complete and clean set of redlines to Farr West.
- Material testing will be provided by Contractor via certified third-party testing company.

## **PHASE 13 Task 6 – Construction Observation**

### **Objective**

Perform construction observation ensuring all aspects constructed are compliant with the design plans and specifications.

### **Approach**

The following activities will be performed as part of this task:

- Construction observer to provide full-time observation during the construction process.
- Notify Contractor, Engineer, and the District of any issues in the field as or before issues occur to allow quick resolution.
- Answer questions, ensure work is being completed per the plans and specifications, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Prepare daily observation reports, measure quantities, and take photographic records.

- Monitor material testing (performed by others) to certify requirements are being met.
- Attend all weekly progress meetings.
- Generate punchlist of items to correct at substantial completion.
- Conduct final site walk ensuring punchlist items are complete.
- Keep a set of redlined as-builts of construction.

### **Deliverables**

The following deliverables will be submitted under this task:

- Daily Observation Reports
- Punchlist
- Redlined as-builts

### **Assumptions**

The following assumptions apply:

- Construction anticipated to take eight (8) weeks.
- Farr West construction observation will be full time, five (5) days per working week, 7 hours on-site inspection, 2 hours for reporting and travel.
- If construction efforts vary from this schedule, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis outside of the scope.
- On-site observation will only occur when the contractor is performing work.
- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.

### **PHASE 14 Task 7 – Owner Directed Services**

District directed Farr West to include an Owner Directed Service task totaling ten percent of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project SOW (if any). Labor effort will not be charged to this task unless authorized by the District.

## BUDGET

Task 1	Project Management	\$9,576
Task 2	Survey and Mapping	\$7,800
Task 3	Design	\$28,012
Task 4	Bidding Assistance	\$4,791
Task 5	Construction Administration	\$19,329
Task 6	Construction Observation	\$41,400
Task 7	Owner Directed Services	\$11,091
	<b>TOTAL:</b>	<b>\$121,999.00</b>

## ENGINEER'S RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$172	Building Inspector II	\$70
Senior Engineer II	\$165	Building Inspector I	\$65
Senior Engineer	\$150	Designer III	\$120
Engineer IV	\$140	Designer II	\$110
Engineer III	\$130	Designer I	\$100
Engineer II	\$120	GIS Analyst II	\$140
Engineer I	\$110	GIS Analyst I	\$120
Electrical Engineering in Training	\$110	GIS Specialist	\$100
Engineer in Training II	\$100	GIS Technician	\$87
Engineer in Training I	\$93	Water Rights Specialist III	\$150
Senior Hydrogeologist	\$160	Water Rights Specialist II	\$130
Hydrogeologist II	\$115	Water Rights Specialist I	\$110
Hydrogeologist I	\$100	Water Rights Technician III	\$105
Electrical Engineer	\$150	Water Rights Technician II	\$95
Construction Inspector III	\$115	Water Rights Technician I	\$75
Construction Inspector II	\$110	Regulatory & Env. Specialist	\$100
Construction Inspector I	\$95	Professional Surveyor	\$140
Project Assistant	\$93	Survey Technician III	\$115
Admin IV	\$100	Survey Technician II	\$100
Admin III	\$90	Survey Technician I	\$80
Admin II	\$80	1 Man Survey Crew	\$140

Admin I	\$65	2 Man Survey Crew	\$220
Intern	\$45	Utility Operator	\$120

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

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<b>Project Begin:</b>	<b>June 14, 2021</b>
<b>Survey:</b>	<b>Summer 2021</b>
<b>60% Design:</b>	<b>Summer 2021</b>
<b>90% Design:</b>	<b>Fall 2021</b>
<b>100% Design:</b>	<b>Fall 2021</b>
<b>Bidding:</b>	<b>Winter 2021/2022</b>
<b>Construction:</b>	<b>July 2022</b>
<b>Closeout:</b>	<b>October 2022</b>

**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]**

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.

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Matt Van Dyne, Principal

**EXHIBIT D**  
**LABOR COMPLIANCE**

**1. PREVAILING WAGE**

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the District.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

**2. PREVAILING WAGE RECORDS**

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The District shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the District, or the District's agents, be considered as the basis of a claim against the District.

### **3. LABOR DISCRIMINATION**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 EIGHT-HOUR DAY LIMITATION**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the District. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

### **5. COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES**

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby

incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2021, by and between the SIERRA LAKES COUNTY WATER DISTRICT ("District"), and FARR WEST ENGINEERING ("Consultant").

WITNESSETH:

WHEREAS, the District desires to contract for services to complete **the Sewer Gravity Main Replacement Project**, part of the District Capital Improvements Plan; and

WHEREAS, the Consultant has presented a proposal to the District dated May 12, 2021 which includes a scope of services to complete the project (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the District, and shall be undertaken and completed in accordance with the schedule in **Exhibit "B"** ("Schedule of Performance").

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### 3. COMPENSATION:

A. The Consultant shall be paid within 30 days of submitting an invoice to the District for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed **sixty-nine thousand five hundred and eleven dollars (\$69,511.00)** without District's prior written approval.

B. Said amount shall be paid upon submittal of a monthly invoice billing showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. 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 this Contract, subject to Section 4.

### 4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The District may temporarily suspend this Contract, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

A. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

B. The District agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the District or the District's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation, as mutually agreed by Parties.

**7. PROPERTY OF DISTRICT:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by the District on any other project without the written permission of the Consultant, shall be at the District's sole risk and the District agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the District or by others acting through the District. The Consultant is not responsible and liability is waived by the District as against the Consultant for use by the District or any other person of any data, reports, plans or drawings not signed by the Consultant.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant represents to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibits "C" and "D."**

## **9. RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

## **10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

## **11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant 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. In the case of any assignment pursuant to this Section, no additional scope of service and no additional insurance requirements shall be required by the Consultant due to the assignment.

**12. INTEREST IN CONTRACT:**

Consultant represents that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees, from liability, penalties, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees from liability, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its employees, representatives, or

subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence or the willful misconduct of the District.

## 16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

### 1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the District, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

### 2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the District shall be primary as respects the District, its officers, officials, employees and any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

### 3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District. Consultant has represented that its deductible is \$50,000 and, by entering this contract, District has accepted this as acceptable.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant 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.

C. Consultant 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 the Consultant.

D. This Contract constitutes 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.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:	Consultant:
Sierra Lakes Water District	Farr West Engineering
Attn: Paul Schultz	Attn: Matt Van Dyne, Principal
P.O. Box 1039	5510 Longley Lane
Soda Springs, CA 95728	Reno, NV 89511

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Nevada County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

IN WITNESS HEREOF, the parties execute this agreement, the effective date of which is as first written above.

SIERRA LAKES COUNTY WATER DISTRICT

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

ATTEST:

By: \_\_\_\_\_  
Anna Nickerson, District Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, Legal Counsel

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Title: Matt Van Dyne, Principal

**EXHIBIT A  
SCOPE OF WORK**

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**Sierra Lakes County Water District  
Sewer Gravity Main Replacement Project**

**INTRODUCTION**

The Sierra Lakes County Water District (the District) plans to replace a 10-inch asbestos cement sewer main (Project) which has reached the end of its useful life. The gravity main is approximately 385 feet in length between MH 10096 and MH 10095. Manholes 10096 and 10095 will also be replaced. The District has requested Farr West Engineering (Farr West) to provide services consisting of survey and mapping, detailed design, bidding assistance, construction administration support, and construction observation. The phase and task breakdown for the project is designated as follows:

**Design Services**

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Design
- Task 4 – Bidding Assistance
- Task 5 – Construction Administration
- Task 6 – Construction Observation
- Task 7 – Owner Directed Services

**DESIGN SERVICES**

**PHASE 1 Task 1 – Project Management**

**Objective**

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

**Approach**

Farr West will routinely review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the District.

## **Deliverables**

The following deliverables will be submitted under this task:

- Monthly invoices.

## **Assumptions**

The following assumptions apply:

- Overall Project duration is estimated at six (6) months.
- Project-related issues will be identified, communicated, and resolved.
- Submittals will be made from Farr West to the District electronically.

## **PHASE 2 Task 2 – Survey and Mapping**

### **Objective**

Preparation of survey and mapping at 1-foot contour intervals required for Project design efforts.

### **Approach**

This task will include the following activities:

- Coordinate with the District to locate and mark utilities within the Project corridor prior to Farr West survey so markings can be collected.
- Survey will be provided with a one (1) foot contour interval at 1" = 20' mapping scale.
- Existing conditions shall be located and will include but not be limited to fences, roads, curbs, driveways, drainage (sewer and storm water) and utility (water, gas, power, and communications) structures visible from the surface of the ground, and trees 6" in diameter or larger.
- Site photos and control sheet will be provided along with the topographic survey in AutoCAD Civil 3D 2018 drawing format.

### **Deliverables**

The following will be delivered under this task:

- Topographic survey to Farr West engineering team for design purposes.

### **Assumptions**

The following assumptions apply:

- The horizontal and vertical control shall be based on published data provided by the Control Network and benchmarks based on the North American Vertical Datum of 1988 (NAVD 88).
- Boundary Survey is not included in this scope of work, proposed and existing facilities affected by this Project are assumed to be well within rights-of-way.
- Generation of easements are not included. Appropriate and sufficient rights of way and easements are assumed to exist to accommodate infrastructure and construction activities.
- Farr West survey will establish Project control that will be used during construction.
- Construction staking is not included.
- Traffic control for survey efforts beyond survey signage is not anticipated.

## PHASE 3 Task 3 – Design

### Objective

This task includes gathering information and preparation of plans and specifications for bidding purposes, as well as preparing an opinion of probable construction costs.

### Approach

This task will include the following activities:

- Coordinate with the District to obtain needed missing information from District files/records to finalize existing data and mapping.
- One site visit with District staff to walk Project site.
- 60% Design Submittal shall include:
  - Design drawings are estimated to include
    - Five (5) General/Detail sheets.
    - One (1) Survey Control sheet.
    - One (1) Plan and Profile sheet at 1"=20' scale.
  - Submission of 60% Plans, Specifications, and Opinion of Probable Construction Costs to the District.
  - One 60% submittal review conference call with District and Farr West staff.
- 90% Design Submittal shall include:
  - Incorporation of District review comments.
  - Submission of 90% Plans, and Specifications, and Opinion of Probable Construction Costs to the District for final review and comment.
  - One 90% submittal review conference call with District and Farr West staff.
- Permitting
  - County Encroachment permit.
- 100% Design Submittal shall include:
  - Incorporation of 90% review comments from District and permit reviews.
  - Finalized Plans, Specifications, and Opinion of Probable Construction Cost submitted to the District for public bid.
- Quality assurance and quality control of deliverables.

### Deliverables

The following will be delivered under this task:

- Submittal of the 60% set for District review and comment will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 90% set for District review and comment includes individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Placer County Encroachment permit.

### Assumptions

The following assumptions apply:

- One (1) site visit kickoff meeting.
- 60% and 90% submittal reviews with the District and Farr West will be via conference call or virtual platform.

- Specifications will be EJCDC standard forms for Division 0 specifications and CSI format for remaining technical specifications.
- Project disturbance will be less than one (1) acre. Central Valley Water Board and NPDES General Construction Permit will not be required.
- Improvements are within Placer County right-of-way and an encroachment permit by Placer County will be required.
- All permit fees will be paid by District.
- If dewatering is required, Contractor will be responsible to coordinate, apply, and obtain appropriate permit(s).
  
- Not Included
  - A geotechnical investigation is not included in this proposal.
  - Hydraulic analysis and modeling are not included. Sewer main assumed to be replaced in kind, per the District's input.

#### **PHASE 4 Task 4 – Bidding Assistance**

##### **Objective**

Assist the District in the bid solicitation, opening, review, and award process of the construction contract.

##### **Approach**

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder's list.
- Attend one (1) pre-bid meeting at District's office, prepare agenda, attend meeting, and compile meeting minutes for distribution.
- Answer questions from bidders and prepare addendum.
- Attend one (1) bid opening at the District's office.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract.
- Produce Conformed Drawings and Specification incorporating changes resulting from bidding (if necessary).
- Prepare and issue Notice of Award.

##### **Deliverables**

The following deliverables will be submitted under this task:

- Pre-bid meeting minutes.
- Bid results summary.
- Letter of recommendation to the District' Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.
- One (1) original copy of the Specifications for use during construction.
- Three (3) half-size sets of Plans for use during construction (if necessary).

##### **Assumptions**

The following assumptions apply:

- Farr West will conduct the pre-bid and bid-opening at the District office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

## **PHASE 5 Task 5 – Construction Administration**

### **Objective**

Monitor the Project and keep the District always informed of the Project status. This phase also includes assisting District with the close out of the construction process and construction contract.

### **Approach**

The following activities will be performed as part of this task:

- Manage and direct the Farr West Project team and provide routine Project administration and communications.
- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction administration activities are limited to six (6) total hours per week throughout the project duration.
  - These activities include processing of documents (described earlier), coordination all parties, daily observation report QC, etc.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
  - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
  - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
  - Construction Observer to perform employee interview and complete form for two personnel.
- Schedule and manage weekly on-site construction meetings. Prepare all agendas and meeting minutes for weekly construction meetings.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and District Staff).
- Upon completion of construction, obtain both Observer and Contractor as-builts and incorporate all modifications into a set of record drawings. Revisions will be made in the AutoCAD files.
- Recommend Project final acceptance to District.

### **Deliverables**

The following deliverables will be submitted under this task:

- Certified payroll reports supplied by contractor.
- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.
- Record drawings electronically and one (1) 11x17 plan set.

## Assumptions

The following assumptions apply:

- Pre-construction meeting to be held at District's office.
- Construction anticipated to take four (4) weeks.
- Four (4) weekly construction meetings are assumed. Farr West will be available for additional on-site visits if requested by District, billed on a time and materials basis outside of the Scope.
- Office engineering efforts are detailed under the Approach section of this task.
- Construction anticipated to take four (4) weeks. Certified payroll reviews are assumed at 3 hours per week.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance. One (1) minor revision per report is assumed within this scope of work. Additional revisions will be billed on a time and materials basis.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.
- Farr West's review will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to DIR must come from the District as they are the public body, funding Project, and have ultimate responsibility.
- The Observer and Contractor will provide complete and clean set of redlines to Farr West.
- Material testing will be provided by Contractor via certified third-party testing company.

## PHASE 6 Task 6 – Construction Observation

### Objective

Perform construction observation ensuring all aspects constructed are compliant with the design plans and specifications.

### Approach

The following activities will be performed as part of this task:

- Construction observer to provide full-time observation during the construction process.
- Notify Contractor, Engineer, and District of any issues in the field as or before issues occur to allow quick resolution.
- Answer questions, ensure work is being completed per the plans and specifications, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Prepare daily observation reports, measure quantities, and take photographic records.
- Monitor material testing (performed by others) to certify requirements are being met.
- Attend all weekly progress meetings.
- Generate punchlist of items to correct at substantial completion.
- Conduct final site walk ensuring punchlist items are complete.
- Keep a set of redlined as-builts of construction.

### Deliverables

The following deliverables will be submitted under this task:

- Daily Observation Reports
- Punchlist

- Redlined as-builts

**Assumptions**

The following assumptions apply:

- Construction anticipated to take four (4) weeks.
- Farr West construction observation will be full time, five (5) days per working week, 7 hours on-site inspection, 2 hours for reporting and travel.
- If construction efforts vary from this schedule, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis outside of the scope.
- On-site observation will only occur when the contractor is performing work.
- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor’s construction means and methods; project site safety; Contractor’s failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.

**PHASE 7 Task 7 – Owner Directed Services**

The District directed Farr West to include an Owner Directed Service task totaling ten percent of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project SOW (if any). Labor effort will not be charged to this task unless authorized by the District.

**BUDGET**

Task 1	Project Management	\$3,196
Task 2	Survey and Mapping	\$6,530
Task 3	Design	\$17,944
Task 4	Bidding Assistance	\$4,564
Task 5	Construction Administration	\$11,158
Task 6	Construction Observation	\$19,800
Task 7	Owner Directed Services	\$6,319
	<b>TOTAL:</b>	<b>\$69,511</b>

## ENGINEER'S RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$172	Building Inspector II	\$70
Senior Engineer II	\$165	Building Inspector I	\$65
Senior Engineer	\$150	Designer III	\$120
Engineer IV	\$140	Designer II	\$110
Engineer III	\$130	Designer I	\$100
Engineer II	\$120	GIS Analyst II	\$140
Engineer I	\$110	GIS Analyst I	\$120
Electrical Engineering in Training	\$110	GIS Specialist	\$100
Engineer in Training II	\$100	GIS Technician	\$87
Engineer in Training I	\$93	Water Rights Specialist III	\$150
Senior Hydrogeologist	\$160	Water Rights Specialist II	\$130
Hydrogeologist II	\$115	Water Rights Specialist I	\$110
Hydrogeologist I	\$100	Water Rights Technician III	\$105
Electrical Engineer	\$150	Water Rights Technician II	\$95
Construction Inspector III	\$115	Water Rights Technician I	\$75
Construction Inspector II	\$110	Regulatory & Env. Specialist	\$100
Construction Inspector I	\$95	Professional Surveyor	\$140
Project Assistant	\$93	Survey Technician III	\$115
Admin IV	\$100	Survey Technician II	\$100
Admin III	\$90	Survey Technician I	\$80
Admin II	\$80	1 Man Survey Crew	\$140
Admin I	\$65	2 Man Survey Crew	\$220
Intern	\$45	Utility Operator	\$120

Other Fees and Charges:

1. All direct project expenses, including subconsultants, will be billed at actual cost plus 15%.
2. An overtime surcharge of 25% will be applied to the hourly rates of non-salaried employees for authorized overtime work.
3. Different survey and construction inspection labor rates will apply on prevailing wage projects. Rates for prevailing wage projects will be provided on a case by case basis.

**EXHIBIT B**  
**Schedule**

<b>Project Begin:</b>	<b>June 14, 2021</b>
<b>Survey:</b>	<b>June 2021</b>
<b>60% Design:</b>	<b>June 2021</b>
<b>90% Design:</b>	<b>July 2021</b>
<b>100% Design:</b>	<b>July 2021</b>
<b>Bidding:</b>	<b>July – August 2021</b>
<b>Construction:</b>	<b>Late August 2021</b>
<b>Closeout:</b>	<b>November 2021</b>

**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]**

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.

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Matt Van Dyne, Principal

**EXHIBIT D**  
**LABOR COMPLIANCE**

**1. PREVAILING WAGE**

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the District.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

**2. PREVAILING WAGE RECORDS**

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The District shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the District, or the District's agents, be considered as the basis of a claim against the District.

### **3. LABOR DISCRIMINATION**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 EIGHT-HOUR DAY LIMITATION**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the District. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

### **5. COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES**

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby

incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2021, by and between the SIERRA LAKES COUNTY WATER DISTRICT ("District"), and FARR WEST ENGINEERING ("Consultant").

WITNESSETH:

WHEREAS, the District desires to contract for services to complete **the Sewer Pump Station 4 Replacement Project**, part of the District Capital Improvements Plan; and

WHEREAS, the Consultant has presented a proposal to the District dated May 12, 2021 which includes a scope of services to complete the project (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

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

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the District. The Consultant shall have no power or authority by this Contract to bind the District in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon execution of this Contract by the District, and shall be undertaken and completed in accordance with the schedule in **Exhibit "B"** ("Schedule of Performance").

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The General Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### 3. COMPENSATION:

A. The Consultant shall be paid within 30 days of submitting an invoice to the District for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed **one hundred sixteen thousand sixty eight dollars (\$116,068.00)** without District's prior written approval.

B. Said amount shall be paid upon submittal of a monthly invoice billing showing completion of the tasks that month. Consultant shall furnish District with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the District's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. 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 this Contract, subject to Section 4.

### 4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The District may temporarily suspend this Contract, at no additional cost to District, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If District gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Contract by Consultant, and the District may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the District from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the District shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

A. Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the District in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

B. The District agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the District or the District's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation, as mutually agreed by Parties.

**7. PROPERTY OF DISTRICT:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the District, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the District shall be entitled to, and the Consultant shall deliver to the District, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the District which is in the Consultant's possession.

B. The reuse of any of the materials or documents described in Paragraph 7.A by the District on any other project without the written permission of the Consultant, shall be at the District's sole risk and the District agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the District or by others acting through the District. The Consultant is not responsible and liability is waived by the District as against the Consultant for use by the District or any other person of any data, reports, plans or drawings not signed by the Consultant.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be District's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist District in providing the same.

B. Consultant represents to the District that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibits "C" and "D."**

**9. RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the District on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the District, is no longer employed by Consultant, or is replaced with the written approval of the District, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the District for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the District may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Consultant shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the District which will not be unreasonably withheld. However, claims for money due or to become due Consultant 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. In the case of any assignment pursuant to this Section, no additional scope of service and no additional insurance requirements shall be required by the Consultant due to the assignment.

**12. INTEREST IN CONTRACT:**

Consultant represents that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the General Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Contract, District determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the District, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The District shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees, from liability, penalties, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation to the extent caused by the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall hold free and harmless and indemnify the District, its consultants, and each of its officers and employees from liability, costs, damages, expenses, including reasonable attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its employees, representatives, or

subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence or the willful misconduct of the District.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the District as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the District with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the District. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the District as a material breach of this Contract. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the District, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the District, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the District shall be primary as respects the District, its officers, officials, employees and any insurance or self insurance maintained by the District, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the District may have, if Consultant fails to maintain the insurance coverage as required in this Section, the District may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the District may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the District.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the District. Consultant has represented that its deductible is \$50,000 and, by entering this contract, District has accepted this as acceptable.

F. The requirement as to types, limits, and the District's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant 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.

C. Consultant 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 the Consultant.

D. This Contract constitutes 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.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

District:	Consultant:
Sierra Lakes Water District	Farr West Engineering
Attn: Paul Schultz	Attn: Matt Van Dyne, Principal
P.O. Box 1039	5510 Longley Lane
Soda Springs, CA 95728	Reno, NV 89511

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Nevada County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

IN WITNESS WHEREOF, the parties execute this agreement, the effective date of which is as first written above.

SIERRA LAKES COUNTY WATER DISTRICT

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

ATTEST:

By: \_\_\_\_\_  
Anna Nickerson, District Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, Legal Counsel

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Title: Matt Van Dyne, Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Sierra Lakes County Water District Sewer Pump Station 4 Replacement Project**

**INTRODUCTION**

The 20-foot deep wet well, pumps, and piping for Sewer Pump Station 4 (SPS4) have experienced corrosion and deterioration over time. Electrical and controls equipment for SPS4 were replaced in October of 2010, are in good condition, and are not in need of replacement. The Sierra Lakes County Water District (the District) plans to replace the SPS4 wet well, piping, and pumps (Project) to ensure SPS4 remains in working condition. The District has requested Farr West Engineering (Farr West) to propose services consisting of survey and mapping, detailed design, bidding assistance, construction administration support, and construction observation. The phase and task breakdown for the project is designated as follows:

**Design Services**

- Task 1 – Project Management
- Task 2 – Survey and Mapping
- Task 3 – Design
- Task 4 – Bidding Assistance
- Task 5 – Construction Administration
- Task 6 – Construction Observation
- Task 7 – Owner Directed Services

**DESIGN SERVICES**

**Task 1 – Project Management**

**Objective**

To plan, organize, direct, control, and communicate all relevant activities set forth in this Scope of Work within the approved budget and schedule.

**Approach**

Farr West will routinely review Project progress and communicate Project status on a regular basis. Communication will be through email and telephone. This task will include the following activities:

- Project administration includes scheduling maintenance, cost control, monthly invoicing, filing, resource allocation, and routine communications.
- Team coordination, including conference calls and internal meetings.
- Monitoring changes to the scope, budget, or schedule and developing change management strategies with the District.

## **Deliverables**

The following deliverables will be submitted under this task:

- Monthly invoices.

## **Assumptions**

The following assumptions apply:

- Overall Project duration is estimated at sixteen (16) months.
- Project-related issues will be identified, communicated, and resolved.
- Submittals will be made from Farr West to District electronically.

## **Task 2 – Survey and Mapping**

### **Objective**

Preparation of survey and mapping at 1-foot contour intervals required for Project design efforts.

### **Approach**

This task will include the following activities:

- Coordinate with the District to locate and mark utilities within the Project corridor prior to Farr West survey so markings can be collected.
- Survey will be provided with a one (1) foot contour interval at 1" = 20' mapping scale.
- Existing conditions shall be located and will include but not be limited to fences, roads, curbs, driveways, drainage (sewer and storm water) and utility (water, gas, power, and communications) structures visible from the surface of the ground, and trees 6" in diameter or larger.
- Site photos and control sheet will be provided along with the topographic survey in AutoCAD Civil 3D 2018 drawing format.

## **Deliverables**

The following will be delivered under this task:

- Topographic survey to Farr West engineering team for design purposes.

## **Assumptions**

The following assumptions apply:

- The horizontal and vertical control shall be based on published data provided by the Control Network and benchmarks based on the North American Vertical Datum of 1988 (NAVD 88).
- Boundary Survey is not included in this scope of work, proposed and existing facilities affected by this Project are assumed to be well within rights-of-way.
- Generation of easements are not included. Appropriate and sufficient rights of way and easements are assumed to exist to accommodate infrastructure and construction activities.
- Farr West survey will establish Project control that will be used during construction.
- Construction staking is not included.
- Traffic control for survey efforts beyond survey signage is not anticipated.

## **Task 3 – Design**

### **Objective**

This task includes gathering information and preparation of plans and specifications for bidding purposes, as well as preparing an opinion of probable construction costs.

## Approach

This task will include the following activities:

- Coordinate with the District to obtain needed missing information from District files/records to finalize existing data and mapping.
- One site visit with the District staff to walk Project site.
- 60% Design Submittal shall include:
  - Design drawings are estimated to include:
    - Five (5) General/Detail sheets.
    - One (1) Survey Control sheet.
    - One (1) Site Plan sheet at 1"=20' scale.
    - One (1) Plan and Section Detail of the SPS4.
    - One (1) Demolition and Abandonment sheet.
    - One (1) Electrical General sheet.
    - One (1) Electrical plan sheet.
    - One (1) Electrical Conduit / Wire Schedule Sheet.
    - One (1) Electrical Detail Sheet.
    - One (1) Control General Sheet.
    - One (1) Control Conduit / Wire Schedule Sheet/
    - One (1) Control Detail Sheet.
  - Design elements include:
    - Bypass pumping
    - Pump selection and layout
    - Discharge piping, flow meter, vault, valves, and appurtenances.
    - Electrical and Control connection design.
  - Submission of 60% Plans, Specifications, and Opinion of Probable Construction Costs to the District.
  - One 60% submittal review conference call with District and Farr West staff.
- 90% Design Submittal shall include:
  - Incorporation of District review comments.
  - Submission of 90% Plans, and Specifications, and Opinion of Probable Construction Costs to the District for final review and comment.
  - One 90% submittal review conference call with District and Farr West staff.
- Permitting
  - County Encroachment permit.
- 100% Design Submittal shall include:
  - Incorporation of 90% review comments from the District and permit reviews.
  - Finalized Plans, Specifications, and Opinion of Probable Construction Cost submitted to the District for public bid.
- Quality assurance and quality control of deliverables.

## Deliverables

The following will be delivered under this task:

- Submittal of the 60% set for the District's review and comment will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 90% set for District review and comment includes individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Submittal of the 100% set used for bidding will include individual PDF files of the Plans (11"x17"), Specifications, and Opinion of Probable Construction Cost.
- Placer County Encroachment permit.

## Assumptions

The following assumptions apply:

- One (1) site visit kickoff meeting.
- Electrical and Control designs will include components, equipment, and connections within the pump station. Equipment within existing electrical / controls building is assumed to be in good condition, is appropriate to use for the pump station replacement, and will not need replacement.
- New pump station equipment will tie into existing control / electrical conduits outside of the existing controls / electrical building at a new pull box. Existing conduits will be used for conductors to enter the building.
- Electrical connections will occur at existing power source and controls cabinet within the existing electrical/controls building.
- Controls connections will occur at existing controls cabinet within the existing electrical/controls building by others. Controls integration / programming is not included in this SOW.
- 60% and 90% submittal reviews with District and Farr West will be via conference call or virtual platform.
- Specifications will be EJCDC standard forms for Division 0 specifications and CSI format for remaining technical specifications.
- All permit fees will be paid by the District.
- Project disturbance will be less than one (1) acre. Central Valley Water Board and NPDES General Construction Permit will not be required.
- Improvements are within Placer County right-of-way and an encroachment permit by Placer County will be required.
- If dewatering is required, Contractor will be responsible to coordinate, apply, and obtain appropriate permit(s).
- Not Included
  - A geotechnical investigation is not included in this proposal.
  - Hydraulic analysis and Basis of Design Report are not included. SPS4 replacement will match existing flow and size requirements or as directed by the District.
  - Controls connections, integration, or programming.

## Task 4 – Bidding Assistance

### Objective

Assist the District in the bid solicitation, opening, review, and award process of the construction contract.

### Approach

Activities under this task will include the following elements:

- Advertise and bid the Project electronically through the Planet Bids platform and maintain a plan holder's list.
- Attend one (1) pre-bid meeting at the District's office, prepare agenda, attend meeting, and compile meeting minutes for distribution.
- Answer questions from bidders and prepare addendum.
- Attend one (1) bid opening at the District's office.
- Collect and review bids and perform due-diligence checks.
- Prepare letter of recommendation for award of the contract.

- Produce Conformed Drawings and Specification incorporating changes resulting from bidding (if necessary).
- Prepare and issue Notice of Award.

### **Deliverables**

The following deliverables will be submitted under this task:

- Pre-bid meeting minutes.
- Bid results summary.
- Letter of recommendation to the District's Board for award. Recommendation to the Board will be made for award of the contract to the lowest responsible and responsive bidder.
- Notice of Award.
- One (1) original copy of the Specifications for use during construction.
- Three (3) half-size sets of Plans for use during construction (if necessary).

### **Assumptions**

The following assumptions apply:

- Farr West will conduct the pre-bid and bid-opening at the District office.
- Two (2) RFIs and preparation of one (1) addendum are assumed.

## **Task 5 – Construction Administration**

### **Objective**

Monitor the Project and keep the District always informed of the Project status. This phase also includes assisting District with the close out of the construction process and construction contract.

### **Approach**

The following activities will be performed as part of this task:

- Manage and direct the Farr West Project team and provide routine Project administration and communications.
- Conduct one (1) pre-construction meeting, prepare agenda and meeting minutes for the pre-construction meeting. Farr West attendance will include our Project Manager and Construction Observer.
- Process one (1) change order(s), payment applications, evaluating claims, reviewing submittals, respond to RFIs, and address unanticipated conditions.
- Weekly in-office construction administration activities are limited to eight (8) total hours per week throughout the project duration.
  - These activities include processing of documents (described earlier), coordination all parties, daily observation report QC, etc.
  - Maintain all Project documentation for the duration of the Project including tracking, disbursing, and reviewing. Maintain logs for all documentation including submittals, RFCs/RFIs, field orders, work change directives, change orders.
- Certified Payroll Review:
  - Review certified payroll reports supplied by prime contractor. Reports to include prime and sub-contractors working on Project.
  - Verify contractor staffs' position, time, and wages paid are accurate and comply with the prevailing wages for the Project.
  - Construction Observer to perform employee interview and complete form for two personnel.

- Schedule and manage weekly on-site construction meetings. Prepare all agendas and meeting minutes for weekly construction meetings.
- Coordinate a substantial completion inspection and formulate a final punch-list of work items to be completed prior to final inspection.
- Conduct a final inspection meeting to verify that all outstanding work items are complete (construction observer to perform on-site final walkthrough with Contractor and District Staff).
- Upon completion of construction, obtain both Observer and Contractor as-builts and incorporate all modifications into a set of record drawings. Revisions will be made in the AutoCAD files.
- Recommend Project final acceptance to the District.

### **Deliverables**

The following deliverables will be submitted under this task:

- Certified payroll reports supplied by contractor.
- Electronic copies of responses to material submittals, cutsheets, and construction plan review.
- Electronic copies of responses to work plans, RFIs, and requests for change orders.
- Draft and final notice of substantial completion.
- Record drawings electronically and one (1) 11x17 plan set.

### **Assumptions**

The following assumptions apply:

- Pre-construction meeting to be held at the District's office.
- Construction anticipated to take six (6) weeks.
- Six (6) weekly construction meetings are assumed. Farr West will be available for additional on-site visits if requested by the District, billed on a time and materials basis outside of the Scope.
- Office engineering efforts are detailed under the Approach section of this task.
- Construction anticipated to take six (6) weeks. Certified payroll reviews are assumed at 3 hours per week.
- Certified Payroll reports are anticipated to be complete and correct. Contractor is to be familiar with certified payrolls and compliance. One (1) minor revision per report is assumed within this scope of work. Additional revisions will be billed on a time and materials basis.
- If certified payroll reports are not complete, Farr West will reject submission and require re-submittal by the contractor.
- Farr West's review will consist of verification of personnel, their time, and hourly wages meet requirements of the Project.
- All final certification and reporting to DIR must come from the District as they are the public body, funding Project, and have ultimate responsibility.
- The Observer and Contractor will provide complete and clean set of redlines to Farr West.
- Material testing will be provided by Contractor via certified third-party testing company.

### **Task 6 – Construction Observation**

#### **Objective**

Perform construction observation ensuring all aspects constructed are compliant with the design plans and specifications.

## **Approach**

The following activities will be performed as part of this task:

- Construction observer to provide part-time observation during the construction process.
- Notify Contractor, Engineer, and the District of any issues in the field as or before issues occur to allow quick resolution.
- Answer questions, ensure work is being completed per the plans and specifications, and coordinate with all parties and the public.
- Monitor traffic control and public access.
- Prepare daily observation reports, measure quantities, and take photographic records.
- Monitor material testing (performed by others) to certify requirements are being met.
- Attend all weekly progress meetings.
- Generate punchlist of items to correct at substantial completion.
- Conduct final site walk ensuring punchlist items are complete.
- Keep a set of redlined as-builts of construction.

## **Deliverables**

The following deliverables will be submitted under this task:

- Daily Observation Reports
- Punchlist
- Redlined as-builts

## **Assumptions**

The following assumptions apply:

- Construction anticipated to take six (6) weeks.
- Farr West construction observation will be full time, five (5) days per working week, 7 hours on-site inspection, 2 hours for reporting and travel.
- If construction efforts vary from this schedule, Farr West will be present for days that work is being performed until complete and compensated on a time and materials basis outside of the scope.
- On-site observation will only occur when the contractor is performing work.
- On-site construction observation will be coordinated with the Contractor based on their construction schedule, weekly construction meetings, and communications during the period of construction.
- Farr West is not responsible for the Contractor's construction means and methods; project site safety; Contractor's failure to perform; and is not authorized to stop the work of the Contractor.
- Construction will be in substantial compliance with the plans and specifications prepared by Farr West.
- Logs, daily reports, meeting minutes, etc. will be provided to the construction site on an as-needed basis. All documentation will be available via a SharePoint site for all parties to retrieve through the duration of the project.

## **Task 7 – Owner Directed Services**

The District directed Farr West to include an Owner Directed Service task totaling ten (10) percent of the engineering budget. Owner directed services are reserved for tasks that are currently unaccounted for in the Project SOW (if any). Labor effort will not be charged to this task unless authorized by the District.

## BUDGET

Task 1	Project Management	\$9,576
Task 2	Survey and Mapping	\$6,200
Task 3	Design	\$33,286
Task 4	Bidding Assistance	\$6,579
Task 5	Construction Administration	\$18,825
Task 6	Construction Observation	\$31,050
Task 7	Owner Directed Services	\$10,552
	<b>TOTAL:</b>	<b>\$116,068.00</b>

## ENGINEER'S RATE SCHEDULE

Title	Hourly Rate	Title	Hourly Rate
Principal Engineer	\$172	Building Inspector II	\$70
Senior Engineer II	\$165	Building Inspector I	\$65
Senior Engineer	\$150	Designer III	\$120
Engineer IV	\$140	Designer II	\$110
Engineer III	\$130	Designer I	\$100
Engineer II	\$120	GIS Analyst II	\$140
Engineer I	\$110	GIS Analyst I	\$120
Electrical Engineering in Training	\$110	GIS Specialist	\$100
Engineer in Training II	\$100	GIS Technician	\$87
Engineer in Training I	\$93	Water Rights Specialist III	\$150
Senior Hydrogeologist	\$160	Water Rights Specialist II	\$130
Hydrogeologist II	\$115	Water Rights Specialist I	\$110
Hydrogeologist I	\$100	Water Rights Technician III	\$105
Electrical Engineer	\$150	Water Rights Technician II	\$95
Construction Inspector III	\$115	Water Rights Technician I	\$75
Construction Inspector II	\$110	Regulatory & Env. Specialist	\$100
Construction Inspector I	\$95	Professional Surveyor	\$140
Project Assistant	\$93	Survey Technician III	\$115
Admin IV	\$100	Survey Technician II	\$100
Admin III	\$90	Survey Technician I	\$80

Admin II	\$80	1 Man Survey Crew	\$140
Admin I	\$65	2 Man Survey Crew	\$220
Intern	\$45	Utility Operator	\$120

**EXHIBIT B**  
**Schedule**

<b>Project Begin:</b>	<b>June 14, 2021</b>
<b>Survey:</b>	<b>Summer 2021</b>
<b>60% Design:</b>	<b>Summer 2021</b>
<b>90% Design:</b>	<b>Fall 2021</b>
<b>100% Design:</b>	<b>Fall 2021</b>
<b>Bidding:</b>	<b>Winter 2021/2022</b>
<b>Construction:</b>	<b>July 2022</b>
<b>Closeout:</b>	<b>October 2022</b>

**EXHIBIT C**

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]**

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.

FARR WEST ENGINEERING

By: \_\_\_\_\_  
Matt Van Dyne, Principal

**EXHIBIT D**  
**LABOR COMPLIANCE**

**1. PREVAILING WAGE**

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at District Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The District will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the District.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

**2. PREVAILING WAGE RECORDS**

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by District representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The District shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the District the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The District will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the District, or the District's agents, be considered as the basis of a claim against the District.

### **3. LABOR DISCRIMINATION**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 EIGHT-HOUR DAY LIMITATION**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the District. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the District the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

### **5. COMPLIANCE WITH STATE REQUIREMENTS FOR EMPLOYMENT OF APPRENTICES**

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby

incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

## MEMORANDUM

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Proposed Engineering Services  
Board Agenda Item VIII.F  
**Date:** June 4, 2021

### Introduction

Control and operational improvements to the Filter Plant have been completed and the plant is now capable of running in a fully automated mode if necessary. The General Manager has asked Great Basin Controls to prepare a proposal for the full replacement of the entire circa 1980 electromechanical Filter Plant Control Panel (PLCs and HMI) and relocate the panel out of the harsh environment where it is currently housed. The proposed total contract price is \$75,000.00.

Monies to perform this work are included in the FY 2021-2022 District Capital Budget.

The contract represents services throughout the life of the project, including fabrication, programming, installation, engineering, startup and training of District staff.

The proposed engineering project contract for this work is attached for your review and consideration.

### Recommendation

Approve the proposed engineering project contract with Great Basin Controls for the described services.

83 b

**MEMORANDUM**

**To:** Board of Directors, Sierra Lakes County Water District  
**From:** Paul A. Schultz, PE, General Manager  
**Subject:** Proposed Information Technology Services  
Board Agenda Item VIII.G, H and I  
**Date:** June 4, 2021

**Introduction**

The General Manager has vetted the qualifications of three Information Technology firms to assist the District with upgrades to our telephonic, internet and local area network infrastructure and then met with representatives of Broadvoice, Airespring, and Logically (formerly IQ Solutions), to develop the appropriate scopes and fees for these upgrades.

A summary of the proposed contracts for this work is presented below.

**IT Services from Logically**

- Network Gear – Firewall, Internet Switch and Wireless Access Point  
One time labor and hardware costs:: \$5,129.00.
  
- Security (SecureCare) – Internet Security  
One time onboarding service cost: \$3,403.08  
Annual Cost: \$4,811.52  
(\$814.20/month)
  
- LogicCare and Data Protection – Managed Network Services and Managed Backups  
Onboarding Services: \$1,644.00  
Annual Cost: \$9,770.40  
(\$1,644.00/month)

**Fixed Wireless Internet from Airespring**

- Fixed Wireless Internet Service – 10 MBS upload, 10 MBS download  
Annual Cost: \$10,380.00  
(\$865.00/month)

Voice over Internet Protocol (VoIP) Telephone Services from Broadvoice

- Telephonic Equipment and Service: \$2,348.40  
(\$195.70/month)

The proposed individual engineering project contracts are attached for your review and consideration.

The aggregate annual cost of new internet services from Airespring and new telephone services from Broadvoice very closely approximates the annual aggregate cost of services from our current providers (Lake Tahoe On-line for internet and AT&T for telephone), but with vastly improved speed, service and reliability.

The annual costs associated with the Internet Security and Managed Network Services and Backups are a new cost of doing business for the District.

**Recommendation**

Approve the proposed individual IT, Internet and Telephone contracts with Logically, Airespring and Broadvoice for the services described.



We have prepared a proposal for you

**Firewall, Switch and WAP**

Proposal # 029644  
Version 1

Prepared for:

**Sierra Lakes County Water District**

Paul Schulz  
pschultz@slewd.org

**Prepared For:****Sierra Lakes County Water District**Paul Schulz  
7305 Short Road  
Soda Springs, CA 95728**Sales Contact:****Logically**Laura White  
Phone: (775) 352-2301  
Email: laura.white@logically.com**Proposal #**

029644.1

**Date Issued:**

05.11.2021

**Expiration Date:**

06.08.2021

**Network Infrastructure**

Sierra Lakes County Water District (Client) has requested the assistance of Winxnet, LLC, doing business as Logically ("Logically") to configure and install a new firewall, switch and wireless access point @ Sierra Lakes County Water District's location

**Deliverables:**

- Network device configuration
- Onsite installation
- Network testing
- Updated documentation

**Project Specific Notes & Assumptions:**

- Logically is under the impression there is adequate physical space and power to plug the new network devices in
- Client is aware that some network and Internet downtime will be involved as part of this labor
- Client is aware that a cabling vendor will be responsible for running the network cable and mounting the wireless access point in the ceiling if necessary
- Client is aware that Logically will be testing all network functionality before we determine that the work is complete
- Client is aware that any items not explicitly defined in this scope of work will be considered as a change order as a separate billable engagement

**Project Prerequisites & Client Responsibilities**

- Sierra Lakes County Water District will designate a single point of contact for all communications and to support coordination with all Sierra Lakes County Water District staff.
- Sierra Lakes County Water District is responsible for purchasing any equipment, software, or licenses not included as part of the project such as cables, anti-virus, etc.
- Sierra Lakes County Water District is responsible for providing any wiring or cabling services required to implement this project.
- Sierra Lakes County Water District is responsible for any carpentry requirements such as drilling holes for cables, mounting computers or monitor brackets, anchoring server racks, installing conduit, etc.

**Standard Notes & Assumptions**

Note: Any changes to the following assumptions may result in a change in scope to the project and resulting change order.

- Sierra Lakes County Water District is located in Soda Springs, CA and any onsite work will be performed at that location unless specifically defined as part of the project.
- Logically will be granted remote access with Admin privileges to modify and configure.
- Logically does not dispose of equipment, but can recommend companies to utilize their service.
- Vendors should request 48-hour notice to access server room (other than for emergencies).
- Vendors should coordinate and plan with Logically if they wish to change or add devices with IP addresses.

- Vendors should not plug in RJ45 or fiber to any network devices.
- During the project, both parties will communicate changes prior to implementation for impact review.
- Internet/Network connection is capable of typical broadband speeds.
- All software in Sierra Lakes County Water District’s environment is up to current vendor-supported levels.
- Work will be remote unless otherwise noted; if necessary Logically will be granted on site access to any areas required to complete requested work.
- Travel is billed portal to portal at standard consulting rates.
- Work may necessitate down time for Sierra Lakes County Water District or its workers. Down time required within business hours will be agreed upon prior to any outage.
- All work will take place during normal business hours of M – F, 8 am – 5 pm, unless otherwise noted. Request for after-hours and weekend work may result in a change order.
- Projects involving hardware installation could take as long as 5 weeks to begin the implementation, from the time that the contract is signed and product prepayment has been received. Some products can take 2-3 weeks to be delivered, and product staging and testing can take 1-2 weeks to complete before installation can begin.
- Sufficient power and power protection for the new hardware is in place or will be purchased by Sierra Lakes County Water District.
- Sufficient space is available for any new equipment.
- Project delays on the part of Sierra Lakes County Water District will result in a new timeline, dependent on engineering availability.
- If the tasks outlined in this Statement of Work are on hold for more than 60 days by Sierra Lakes County Water District, a project reengagement fee may apply.
- All specifications and information provided to Logically by Sierra Lakes County Water District are correct and accurate to the best of Sierra Lakes County Water District’s knowledge. Incorrect or inaccurate information from Sierra Lakes County Water District may result in a change request from Logically and additional hours.
- Sierra Lakes County Water District agrees to pay for actual hours worked.
- Continuous pre-approval of expected hours will take place throughout this project.
- Project labor cost is not to exceed without prior approval from Sierra Lakes County Water District.

Labor	Price	Qty	Ext. Price
<b>Time &amp; Materials Estimate for Professional Services and Travel : Network Infrastructure project</b>	\$180.00	14	\$2,520.00
<b>Project Coordination Fee</b>	\$504.00	1	\$504.00
<b>Subtotal:</b>			<b>\$3,024.00</b>

Hardware	Price	Qty	Ext. Price
<b>SonicWall TZ400 - Security appliance - with 3 years SonicWALL Comprehensive Gateway Security Suite - 7 ports - GigE - SonicWALL Secure Upgrade Plus Program</b>	\$1,501.99	1	\$1,501.99
<b>Ubiquiti UniFi UAP-AC-PRO IEEE 802.11ac 1.27 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - Wall Mountable, Ceiling Mountable - 1 Pack</b>	\$159.60	1	\$159.60
<b>Cisco SG350-10P 10-Port Gigabit PoE Managed Switch - 10 Ports - Manageable - 3 Layer Supported - Modular - Optical Fiber, Twisted Pair - Desktop - Lifetime Limited Warranty</b>	\$287.56	1	\$287.56
<b>Subtotal:</b>			<b>\$1,949.15</b>

## Quote Summary

Description	Amount
Labor	\$3,024.00
Hardware	\$1,949.15
<b>Subtotal:</b>	<b>\$4,973.15</b>
<b>Shipping:</b>	<b>\$15.00</b>
<b>Tax:</b>	<b>\$141.31</b>
<b>Total:</b>	<b>\$5,129.46</b>

### Terms and Conditions

This Terms and Conditions Agreement (the "Agreement") is entered into by and between Winxnet, LLC, doing business as Logically ("Logically"), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine ("Logically") and the undersigned customer ("Customer").

This proposal, and any subsequent proposal executed by Logically and the Customer named below, and including the Master Service Agreement at <https://www.logically.com/agreements/master-services-agreement> and all terms referenced herein and therein and all attachments and addenda hereto, govern Customer's purchase of the Services (collectively, the "Agreement") and by executing this proposal, Customer agrees to each of the foregoing. This proposal is effective as of the last date of signature by both Logically and Customer as set forth below (the "Effective Date").

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a "Work Order") is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party's behalf, to exercise its rights or perform its obligations hereunder or thereunder.
2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the "Conditions"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.
3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.
4. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each service is as set forth on the applicable Work Order ("Termination Charge"). Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.
5. Project Payment Information:
  - Product / software: 100% of product / software payment is due within fifteen (15) days of the date of Logically's invoice.
  - Shipping Charges may change based on actual costs.
  - Labor: Two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.

- Labor: Actual labor and/or travel hours incurred will be billed once per month.
- Please note that all prices reflect a 3% discount based on payment via check. The 3% discount will be removed if payment is made via credit card.
- If the Billing Contact is different from the undersigned, please provide Billing Contact details:

Name:

Mailing Address:

Phone Number:

E-mail Address:

6. Customer agrees that, if it has not done so already, it shall review and enter into a Master Services Agreement between Logically and Customer in addition to this Agreement and any applicable Work Order. Unless explicitly provided otherwise therein, in the event of a direct conflict between: (a) the terms of a Master Services Agreement and any Work Order, the terms of the Master Services Agreement shall control; (b) the terms of a Master Services Agreement and this Agreement, the terms of the Master Services Agreement shall control; and (c) the terms of this Agreement and a Work Order, the terms of this Agreement shall control. This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

7. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any amount past due. Customer acknowledges that Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.

I, THE UNDERSIGNED, AGREE TO THE ABOVE TERMS AND CONDITIONS. ADDITIONALLY, I ALSO CERTIFY THAT I HAVE REVIEWED THE PRODUCTS AND/OR PROJECT DELIVERABLES ASSOCIATED WITH THIS ESTIMATE AND UNDERSTAND THAT ANY PRODUCTS OR PROJECT DELIVERABLES NOT EXPLICITLY STATED IN THIS ESTIMATE WILL BE OUTSIDE THE SCOPE OF THIS ESTIMATE AND WILL REQUIRE ADDITIONAL FUNDS TO PROCURE OR IMPLEMENT.

## Acceptance

### Sierra Lakes County Water District

Signature: \_\_\_\_\_

Name: Paul Schulz \_\_\_\_\_

Date: \_\_\_\_\_



We have prepared a proposal for you

**SecureCare**

Proposal # 029515  
Version 1

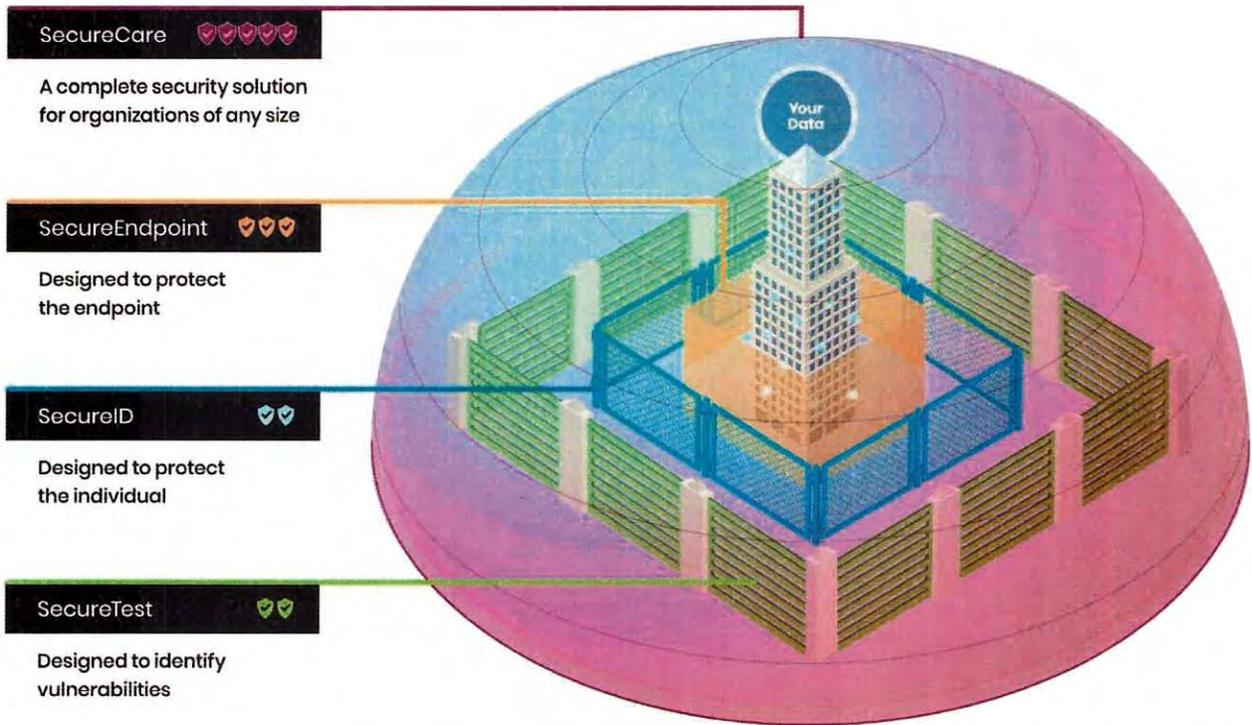
Prepared for:

**Sierra Lakes County Water District**

Paul Schultz  
pschultz@slewd.org

## SecureCare

SecureCare is a part of the Logically Security Suite. The Logically Security Suite makes great cyber security protection available to every business. Logically protects your business-critical and sensitive data 24/7 with world-class security experts and tools previously only available to large enterprises.



**SecureCare** ❤️❤️❤️❤️

A complete security solution for organizations of any size

**SecureEndpoint** ❤️❤️❤️

Designed to protect the endpoint

**SecureID** ❤️❤️

Designed to protect the individual

**SecureTest** ❤️❤️

Designed to identify vulnerabilities

The Logically Security Suite Defends Against:

	SecureCare	SecureEndpoint	SecureID	SecureTest
External Vulnerabilities	🔒	🔒		🔒
Internal Vulnerabilities	🔒	🔒		🔒
Malware	🔒	🔒	🔒	🔒
Ransomware	🔒	🔒	🔒	🔒
End-User Behavior	🔒	🔒	🔒	
Phishing & Security Training	🔒		🔒	
Identity & Credential-Based Attacks	🔒	🔒	🔒	
Security Breach	🔒	🔒		🔒
Wire Fraud	🔒		🔒	
Data Breach	🔒	🔒		🔒
Malicious Websites	🔒	🔒		
Domain Monitoring & Alerting	🔒		🔒	
	❤️❤️❤️❤️	❤️❤️❤️	❤️❤️	❤️❤️

🔒 Stronger

SecureCare provides the following benefits while providing enterprise level security:

- Provides access to a dedicated team who is focused on providing world-class security expertise to small and midsize organizations
- Includes a flexible suite of offerings that best fit the needs of your organization
- Enables SMBs to implement enterprise-level security without internal security experts



**ENDPOINT DETECTION AND RESPONSE:**

Discovers and responds to threats before and after their execution.



**INTERNAL VULNERABILITY ASSESSMENT:**

Identifies vulnerabilities within your IT infrastructure and provides a remediation plan for those vulnerabilities, ranked based on threat.



**DOMAIN MONITORING:**

Searches databases of leaked information and cross-references it with protected domains and accounts.



**SECURITY AWARENESS TRAINING:**

Provides periodic training for employees to become familiar with security policies and procedures.



**TWO-FACTOR AUTHENTICATION:**

Requires the use of an application or text messaging as an additional layer of security to prevent someone other than the intended user from logging in.



**SIEM-SOC MONITORING:**

Provides continuous monitoring for cybersecurity threats in your network.



**EXTERNAL VULNERABILITY ASSESSMENT:**

Examines the vulnerabilities currently present within your publicly facing network and provides a remediation plan based upon risk.



**DNS FILTERING:**

Protects against online threats such as viruses, malware, ransomware, phishing attacks, and botnets.



**EMAIL PHISHING:**

Helps organizations train their users on how to spot phishing emails and prevent potential attacks.



**BREACH DETECTION:**

Detects infected devices or endpoints and determines other threats occurring inside a network.

**Prepared For:**

**Sierra Lakes County Water District**  
 Paul Schultz  
 7305 Short Road  
 Soda Springs, CA 95728

**Sales Contact:**

**Logically**  
 Laura White  
 Phone: (775) 352-2301  
 Email: laura.white@logically.com

**Proposal #**

029515.1

**Date Issued:**

05.04.2021

**Expiration Date:**

06.01.2021

Monthly Recurring Service	Recurring	Qty	Ext. Recurring
<b>Logically Security Services</b>			
<b>SecureCare</b> <b>Clients Environment:</b> <ul style="list-style-type: none"> <li>(5) EDR Endpoints</li> <li>(2) SIEMs on Firewall and Domain Controller</li> </ul> <b>Logically SecureCare Bundle</b> <ul style="list-style-type: none"> <li>Yearly Internal and External Vulnerability Scans &amp; Report</li> <li>Dark Web Domain Monitoring</li> <li>Managed Endpoint Protection &amp; Response (EDR)</li> <li>SIEM on Domain Controller &amp; Firewall</li> <li>24/7 Security Operations Center Services (SOC)</li> <li>Managed Breach Detection with Advanced Persistent Threat (APT) detection</li> <li>Firewall Level DNS Protection</li> <li>Agent level DNS Protection</li> <li>Anti-Spam Protection</li> <li>Security Awareness Training</li> <li>Phishing Campaigns</li> <li>\$25K of Ransomware Remediation Protection</li> </ul> <b>Notes &amp; Assumptions:</b> <ul style="list-style-type: none"> <li>Logically SOC will investigate and respond to all incidents identified by EDR</li> <li>Events requiring escalation outside of Logically SOC will fall under managed services SLAs to be triaged accordingly.</li> </ul>	\$400.96	1	\$400.96

Monthly Subtotal: **\$400.96**

Labor	Price	Qty	Ext. Price
<b>Fixed Fee: SecureCare Onboarding Service</b>	\$3,403.08	1	\$3,403.08

Subtotal: **\$3,403.08**

**List of Minimum Requirements:**

*Client responsibilities:*

- Access to relevant network and devices during and after business hours for stated deliverables

- To facilitate downtime during the pre-determined IT maintenance window
- To facilitate atypical downtime required to alleviate critical 0-day security risks
- All information and access to subject matter expert knowledge holders
- Coordination with all client IT resources if applicable to Logically's deliverables
- If required, access to software and licenses applicable to deliverables under this proposal
- 48-hour prior notification for known critical personnel event.
- Immediate notification for unknown critical personnel event.
- 48-hour prior notification for planned work that may interrupt Logically services
- Immediate notification for unplanned work that may interrupt Logically services
- Client must migrate to Logically service tools

#### **Optional Services not included in this proposal:**

- Onsite Incident Remediation
- Recurring onsite engineering time
- Cloud Services
- Backup & Disaster Recovery Services (Business Continuity Planning)
- IT Standards and Policies Consultation (IT compliance & regulatory audit questionnaire related events)
- Mobile Device Management
- Database Monitoring & Optimization
- Custom Reporting
- Cyber Security Incident Response and Remediation
- Virus/Spyware/Malware removal

#### **Tools and Experience:**

- Logically utilizes a variety of best-in-class technology solutions to manage and monitor technical environments. The solutions vary depending upon the specific environment, technical requirements and stated deliverables.
- Logically requires multifactor authentication (MFA) to its technology platform in order to secure client access and documentation
- Logically has performed numerous IT system implementations, migrations, upgrades and conversions. Scopes include but not limited to, small to mid-sized business projects seamlessly integrating cloud, on-premise and hybrid technologies
- Logically performs detailed processes for IT duties actively monitored by our internal Quality Assurance team
- Over 90% of Logically's workforce is dedicated to providing IT deliverables to managed customers
- Logically's Technology Product Development department provides continued improvements and enhancements to our managed services program(s) each day

#### **What's not included?**

- Substantive upgrades, additions, or changes of equipment or software. Project work will be quoted separately in order to be managed to the Logically project management standard.
- Consulting time (SharePoint, 365, IT Assessments, Line of Business Solutions)
- Service and support of hardware or software that has reached end of life or is without a manufacturer's warranty
  - Limited support will be provided to items not under warranty. However, if an unsupported or out of date device(s) becomes a chronic or automated management cannot be configured to monitor this tool, the client will be required to replace this device to ensure the health and security of the IT environment.
  - If a client does not replace recommended hardware, issue resolution may not be possible.
- Extensive customization of our managed services required to handle extreme atypical environments is available.
- Chief Compliance Officer responsibilities; i.e. ownership, management, auditing. Contribution or administration of IT related policies and procedures are available through Logically IT Governance Services.
- Monitoring, management and remediation of non-Logically owned backup and disaster recovery services
- Services to assist or perform audit of or validation support for security or licensing compliance requirements (i.e. Microsoft audit) is available.

- Cybersecurity breach or infection Incident Response and Remediation services are available.

**Description of Client Onboarding:**

A successful managed services onboarding process achieves positive technology results while providing an outstanding customer experience. Logically’s mature onboarding process achieves these objectives by establishing and validating clear expectations and ownership. Logically’s advanced onboarding template includes frequent communication and efficient capable support during transition. The dedicated onboarding team serves you with confidence and peace of mind. Logically’s onboarding includes:

- Dedicated and experienced onboarding Project Manager
- Initial Network Scan and assessment, if applicable
- Identify and create an extended Technology roadmap. The extended Technology roadmap will be utilized to align long-term IT goals with business objectives, improve performance and reduce risk.
- Communication of detailed onboarding objectives, owners and estimated timeline
- Deployment of monitoring agents and additional managed solutions
- Develop extended Technology roadmap. Identifies long-term IT goals to improve performance and reduce risk

**Estimated Remediation with Onboarding:**

Environments may require significant effort to stabilize upon onboarding. This work is outside of the scope of the Managed Services Agreement presented in the one-time "Estimated Remediation" cost. Remediation work will be billed as completed. Additional project work presented during remediation efforts will be discussed and reviewed during the process. Examples of this include but are not limited to, hardware replacements, OS upgrades and expired warranties. The quoting and completion of these projects will be evaluated between the client and Logically.

**Logically’s Standard Service Level Agreement (SLA) for Incident Remediation:**

Business Hours SLA (8:00 AM – 5:00 PM Local office supporting time)

Priority Level	Respond Within*	We Have Created a Plan**
Priority 1	0.25	.5
Priority 2	0.25	1
Priority 3	0.25	2
Priority 4	0.25	4

Emergency Response SLA (After-Hours)

Client Initiated Incident Requests-Billable at After-Hours Rates

Priority Level	Respond Within, hrs.	Resolution Plan Formulated, hrs.
Priority 1-4	Best Effort	Best Effort

\*Hours listed are calculated during business hours. \*\*Time starts after **Respond Within** is completed

**Respond Within** is defined as incident response receipt acknowledgement and reply. Reply can be performed via email, online support portal, phone call or other form of communication medium. **SLA Resolution Plan** is the action of performing next steps towards resolution and includes events such as scheduling the incident request to a Care Team managed services engineer.

The Logically standard SLA applies to **Incident Remediation** activity only. An Incident is defined as something that “used to work that no longer works.” The standard SLA defined above is a target goal for Logically, and the managed services packages do not ensure a guarantee that the goals will be achieved for 100% of incidents. **If your organization requires it, Logically can provide SLAs with increased commitment levels and guarantees.**

SLA response times are based on incident priority levels. Priority level is determined based on the impact and severity of the incident according to the following table.

**Priority Matrix**

Impact / Severity Level	High Severity	Medium Severity	Low Severity
High Impact	Priority 1	Priority 2	Priority 3
Medium Impact	Priority 2	Priority 3	Priority 4
Low Impact	Priority 3	Priority 4	Priority 4

The **Impact** of an incident is measured and defined by Logically based on the extent of the business that is affected by the interruption. Here are the guidelines Logically uses to determine impact:

- High – 50% + of the company impacted, or multiple departments
- Medium – One department impacted
- Low – One user or smaller group impacted

The **Severity** of an incident is measured and defined by Logically based on how quickly the incident needs to be resolved. Here are the guidelines Logically uses to determine severity:

- High – The business area cannot function
- Medium – The business area can function but in limited capacity
- Low – The business area can function with little to no issues

**Terms and Conditions**

This Terms and Conditions Agreement (the “Agreement”) is entered into by and between Winxnet, LLC, doing business as Logically (“Logically”), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine (“Logically”) and the undersigned customer (“Customer”).

This proposal, and any subsequent proposal executed by Logically and the Customer named below, and including the Master Service Agreement at <https://www.logically.com/agreements/master-services-agreement> and all terms referenced herein and therein and all attachments and addenda hereto, govern Customer’s purchase of the Services (collectively, the “Agreement”) and by executing this proposal, Customer agrees to each of the foregoing. This proposal is effective as of the last date of signature by both Logically and Customer as set forth below (the “Effective Date”).

Any Cloud Services associated with this proposal will be governed by our Cloud Service Agreement at <https://www.logically.com/agreements/cloud-services-agreement>.

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a “Work Order”) is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party’s behalf, to exercise its rights or perform its obligations hereunder or thereunder.
2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically’s understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the “Conditions”). In the event any of the Conditions are not accurate or if

any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.

3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.

4. Itemized counts in this Agreement are representative of the environment's state at the time of quoting. Logically reserves the right to reconcile managed device, user and storage counts and update pricing accordingly on a monthly basis.

5. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each service is as set forth on the applicable Work Order ("Termination Charge"). Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.

6. Managed Service Contract Term / Payment Information:

(a) If the Billing Contact is different from the undersigned, please provide Billing Contact details:

Name:

Mailing Address:

Phone Number:

E-mail Address:

(b) Additional Service & Payment Terms:

- Onboarding fee is due at contract signing. Remediation fees are billed monthly and due within fifteen (15) days of Logically's invoice.
- Monthly service fees are billed monthly in advance. They begin the month following contract signing and will continue through the end of contract term.
- Contract Term: 36 Months
- This agreement shall automatically renew for one (1) year term, unless either party provides notice to terminate this agreement no less than ninety (90) days before the end of the then current agreement.
- Monthly Fees are subject to annual adjustment by Logically in the amount of 4% beginning on the first anniversary of the start of Monthly Billing and subsequent anniversaries thereafter.
- Monthly service contracts have a Termination Charge calculated as follows: 50% of the remaining term's fees.

(c) Project Services:

- Labor: Two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.

7. Please note that all prices reflect a 3% discount based on payment via check. The 3% discount will be removed if payment is made via credit card.

8. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any amount past due. Customer acknowledges that Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.

9. All Managed Services will remain in effect as outlined in Section 6, above in this Agreement. Any non-Managed Service or Project Services,

will remain in effect as outlined in Section 6 or until work is completed as mutually agreed to by both parties.

SECURITY MANAGEMENT TERMS & CONDITIONS

The following section only covers Security Management service items.

1. Testing Authorization and Release. Customer hereby grants Logically permission to scan Customer's IT equipment to find vulnerabilities during the term of this Agreement. Customer is solely responsible for obtaining authorization from all third parties who own or control information processing resources, including the domain(s) to be tested. Customer shall promptly notify Logically if Customer (or the authorizing third party) changes the domain to be tested during any active Logically security test.

2. Limitation of liability, Waiver of Damages, and Indemnification. Customer agrees and understands that information security testing is a high-risk activity, and that consequences of such testing might include: (a) access by Logically to Customer and third party data, including confidential and proprietary information; (b) destruction of Customer and third party data; (c) modification and forgery of Customer and third party data; and (d) temporary or permanent denial of service to legitimate users of Customer and third party information processing resources. Customer also agrees and understands that because network traffic might be redirected by computers and applications in the testing domain not under the control of or detectable by Logically, Logically cannot and does not warrant, promise, or guarantee that Logically will access and test information processing resources and domains owned or controlled only by Customer and any authorizing third parties.

3. Vulnerability Identification Disclaimer. LOGICALLY WILL CONDUCT VULNERABILITY TESTING PERIODICALLY ON THE CUSTOMER SYSTEMS ACCESSIBLE AT THE TIME OF TEST. INFORMATION SECURITY THREATS ARE CONTINUALLY CHANGING, WITH NEW VULNERABILITIES DISCOVERED ON A DAILY BASIS. LOGICALLY DOES NOT GUARANTEE THAT ALL POSSIBLE VULNERABILITIES WILL BE IDENTIFIED. VULNERABILITY TESTING DOES NOT PROTECT AGAINST PERSONAL OR BUSINESS LOSS AS THE RESULT OF USE OF CUSTOMER'S APPLICATIONS OR SYSTEMS. LOGICALLY OFFERS NO WARRANTIES, REPRESENTATIONS, OR LEGAL CERTIFICATIONS CONCERNING THE APPLICATIONS OR SYSTEMS IT TESTS. LOGICALLY DOES NOT WARRANT THAT THE RESOURCES TESTED ARE SUITABLE TO TASK, FREE OF OTHER DEFECTS THAN REPORTED, FULLY COMPLIANT WITH ANY INDUSTRY STANDARDS, OR FULLY COMPATIBLE WITH ANY OPERATING SYSTEM, HARDWARE, OR OTHER APPLICATION.

I, THE UNDERSIGNED, AGREE TO THE ABOVE TERMS AND CONDITIONS. ADDITIONALLY, I ALSO CERTIFY THAT I HAVE REVIEWED THE PRODUCTS AND/OR PROJECT DELIVERABLES ASSOCIATED WITH THIS ESTIMATE AND UNDERSTAND THAT ANY PRODUCTS OR PROJECT DELIVERABLES NOT EXPLICITLY STATED IN THIS ESTIMATE WILL BE OUTSIDE THE SCOPE OF THIS ESTIMATE AND WILL REQUIRE ADDITIONAL FUNDS TO PROCURE OR IMPLEMENT.

Acceptance

Sierra Lakes County Water District

Signature: \_\_\_\_\_

Name: Paul Schultz \_\_\_\_\_

Date: \_\_\_\_\_



5595 Equity Ave #300  
Reno, NV 89502



We have prepared a proposal for you

**LogicCare and Data Protection**

Proposal # 029516  
Version 2

Prepared for:

**Sierra Lakes County Water District**

Paul Schultz  
pshultz@slewd.org

Thank you for your interest in Logically and our **LogicCare** managed IT services solution. Logically is the leading provider of Managed IT Services to small and midsize organizations. Our goal is to help you leverage information technology to achieve your business objectives. To do that, you need a trusted IT ally with a wide and deep bench of IT talent with expertise in emerging and critical technologies such as cloud, cybersecurity, mobility, and how the modern workplace operates. A trusted IT ally that can deliver reliability and operational excellence at an affordable price. A trusted IT ally like Logically.

**LogicCare** is our most popular solution for organizations that want to outsource their IT. With **LogicCare**, you get instant access to a world-class IT team, unsurpassed customer service, and OpLogic™, the industry's first and only Intelligent MSP Platform™. Logically's core competency is IT management and customer service. With **LogicCare**, we will manage your IT so you can manage your business.

**LogicCare** is a complete IT outsourcing solution tailored to the needs of small and midsize organizations. **LogicCare** gives you access to the technology you need to increase revenue, decrease costs, improve productivity, reduce security risks, comply with industry regulations and enhance customer experiences – along with experts to manage it.

Logically is very different than other Managed Service Providers (MSPs). Our outsourcing solutions include:

- **Managed IT Services:** A complete set of managed services covering monitoring, alerting, incident remediation, patching, security, data protection, helpdesk, hardware and software lifecycle management, asset management and much more, all tailored to your specific needs.
  - See next section for details
- **OpLogic Intelligent MSP Platform:** [OpLogic](#) is the first and only self-healing intelligent MSP platform for small and midsize businesses that stops problems before they stop you. OpLogic is a cloud software platform available exclusively from Logically that enables IT environments to self-heal, increasing uptime and reducing security risks. OpLogic serves as “mission control” to integrate, automate, and orchestrate Logically's managed IT deliverables, ensuring unprecedented technology performance while delivering personalized service. Key benefits of OpLogic include:
  - Optimized performance with self-healing remediation
  - Reduced security and data loss risk
  - Customized IT management
  - Ensures and audits service delivery
  - Auto-provisioning
- **CareTeam:** Being a trusted IT ally means being intimately familiar with our customers' environments, super responsive, and obsessed with always doing the right thing. Our unique [Care Team](#) approach is how we do it. Care Teams are dedicated service delivery teams that ensure you always work with people intimately familiar with your needs and environment. No need to explain the same thing over and over to different people. Care Teams enable us to retain a small company feel while developing deep relationships with customers that lead to strong, personalized service.

In summary, **LogicCare** allows you to outsource your mission-critical IT with confidence. Our team of specialists with advanced skills in networking, cloud, security, wireless, Office 365 and more, will help you get the most out of your IT investment, minimize downtime and protect your data. Get instant access to a world-class IT team and system management platform including OpLogic at a predictable cost without adding headcount. Thanks again for considering Logically. We look forward to becoming your trusted IT ally.

## LogicCare Solution Description

LogicCare is a comprehensive managed IT services solution for companies that outsource their IT. Here is what is included with LogicCare:

Entitlements	Description
<b>OpLogic Intelligent MSP Platform</b>	Self-healing Intelligent MSP platform for small and midsize businesses that stops problems before they stop you. Cloud software platform that integrates, automates, and orchestrates IT management. Ensures service delivery and automated incident remediation.
<b>Remote Monitoring</b>	Our network operating centers (NOCs) remotely monitor your environment to immediately detect problems in your workstations, servers, infrastructure and critical applications. NOC engineers keep a watchful eye on your environment and respond rapidly to critical issues to help keep your systems up and running.
<b>Alerting</b>	When problems are detected, our NOC will alert you. Our standard SLA includes notifications via email during standard business hours.
<b>Remote Patch Management &amp; Remediation</b>	This service includes patching Microsoft workstations and servers to ensure the software is always up-to-date and protected from emerging vulnerabilities and exploits. Device patch status is validated daily to ensure you are protected.
<b>Drive Space Performance Optimization</b>	Automated drive space management cleans-up disk drives on workstations and servers when available storage space becomes low. This ensures drive space is optimized and devices remain performant and are not slowed down.
<b>Management Portal and Managed Service Reports</b>	Direct access to Logically's management tools. This enables direct entry of tickets into our systems and the ability to track status and history. We also provide reporting so you can track key aspects of your environment.
<b>Software and Hardware Lifecycle Management</b>	Assist with all aspects of procurement and lifecycle management, including defining requirements and specifications, vendor selection, price and terms negotiation, purchasing, license management, renewals, warranties, and end-of-life management.
<b>Asset Management</b>	Our systems management tools allow you to automatically discover new assets added to your network, maintain a real-time detailed inventory for all your provisioned hardware and software, and audit software licenses.
<b>Managed Security Services – Base</b>	Base managed security service provides managed antivirus to mitigate threats and site-specific DNS protection for basic web filtering and category identification.

<b>Managed Security Services – Enhanced</b>	<p>Enhanced managed security offerings include additional layers of protection. Features include email security with advanced URL link protection, virus and spam filtering, preventative spoofing measures as well as additional DNS filtering that extends protection to devices outside of your firewall.</p>
<b>Incident Remediation</b>	<p>Our team of networking, cloud, security and Office365 experts will troubleshoot and resolve issues remotely. Includes unlimited incident remediation support during business hours.</p>
<b>Performance Monitoring</b>	<p>Our IT monitoring platform will record and trendline the key performance metrics within your technical environment. Some examples include CPU, memory, and storage allocation. In addition, our performance monitoring suite can be extended to include network layer traffic and conversations such as bandwidth utilized across connections as well as the specific type of traffic in use.</p>
<b>Dedicated Customer Success Manager</b>	<p>Your dedicated customer success managers (CSM) ensures you realize maximum value from Logically. Your CSM is responsive to your needs and has intimate knowledge of your environment and evolving requirements.</p>
<b>Remote Helpdesk</b>	<p>The help desk is your immediate and first line of defense when issues arise. Our helpdesk technician will troubleshoot the issue - whether it's a problem with end-user laptops or critical components of the IT infrastructure - and assign the correct specialist as required.</p>

## Data Protection Services

Logically's backup and disaster recovery offering includes comprehensive onsite and offsite backup options. Onsite backups are done with increased frequency for fast and speedy recoverability while offsite/cloud backups are performed in the event of a full business disaster recovery scenario. Logically's data protection services include the software licensing, management, and remediation to perform backups. However, services required to execute data and business disaster recovery are not included in the monthly fees.

## Managed File Backup Solution

- Cloud "file" based backup solution
- Manual process for selection and configuration of file folders to be backed up
- Ideal for mobile devices and laptops frequently in transit and subject to being offline
- Deployment and configuration can be performed remotely
- Recovery Time Objective (RTO) is dependent on internet speeds and size of data required to recover from the cloud. For example, a full recovery of data could take longer than 1-2 days
- Recovery Point Objective (RPO) is dependent on active file behavior (i.e. a file locked in use by an end user will not be backed up until closed)

**Prepared For:**

**Sierra Lakes County Water District**  
 Paul Schultz  
 7305 Short Road  
 Soda Springs, CA 95728

**Sales Contact:**

**Logically**  
 Laura White  
 Phone: (775) 352-2301  
 Email: laura.white@logically.com

**Proposal #**

029516.2

**Date Issued:**

06.02.2021

**Expiration Date:**

06.21.2021

Monthly Recurring Service	Recurring	Qty	Ext. Recurring
<b>Logically Managed Service Package</b>			
<b>Managed Services LogicCare</b> <b>Summary of Client's Environment:</b> <ul style="list-style-type: none"> <li>(4) Workstations</li> <li>(6) Employees</li> <li>(1) Servers ( 0 Hosts &amp; XVMs)</li> <li>(1) Firewalls</li> <li>(1) Wireless Access Points</li> <li>(0) Networked UPS/NAS</li> <li>(1) Switches/Routers</li> <li>(0) Downstream IT Administrator</li> </ul>	\$472.20	1	\$472.20
<b>Logically Data Protection Services</b>			
<b>Logically Managed Backups</b> <b>Summary of Backup Environment:</b> <ul style="list-style-type: none"> <li>(1) Servers (physical &amp; virtual)</li> <li>(1) Location</li> <li>(1) Logically managed appliance for local image level backups (Up to 4TB)</li> <li>(1,000) GB off-site file level backups</li> </ul> <b>Notes &amp; Assumptions:</b> <ul style="list-style-type: none"> <li>Client will be billed for actual data maintained offsite</li> <li>Data will be reconciled at the beginning of each month</li> </ul>	\$342.00	1	\$342.00

Monthly Subtotal: **\$814.20**

Labor	Price	Qty	Ext. Price
<b>Fixed Fee: LogicCare Onboarding Service</b>	\$800.00	1	\$800.00
<b>Fixed Fee: Data Protection Onboarding Service</b>	\$844.00	1	\$844.00

Subtotal: **\$1,644.00**

### List of Minimum Requirements:

#### *Client responsibilities:*

- Access to relevant network and devices during and after business hours for stated deliverables
- To facilitate downtime during the pre-determined IT maintenance window
- To facilitate atypical downtime required to alleviate critical 0-day security risks
- All information and access to subject matter expert knowledge holders
- Coordination with all client IT resources if applicable to Logically's deliverables
- If required, access to software and licenses applicable to deliverables under this proposal
- 48-hour prior notification for known critical personnel event.
- Immediate notification for unknown critical personnel event.
- 48-hour prior notification for planned work that may interrupt Logically services
- Immediate notification for unplanned work that may interrupt Logically services
- Client must migrate to Logically service tools

#### **Optional Services not included in this proposal:**

- Onsite Incident Remediation
- Recurring onsite engineering time
- Cloud Services
- Backup & Disaster Recovery Services (Business Continuity Planning)
- IT Standards and Policies Consultation (IT compliance & regulatory audit questionnaire related events)
- Mobile Device Management
- Database Monitoring & Optimization
- Custom Reporting
- Cyber Security Incident Response and Remediation
- Virus/Spyware/Malware removal

#### **Tools and Experience:**

- Logically utilizes a variety of best-in-class technology solutions to manage and monitor technical environments. The solutions vary depending upon the specific environment, technical requirements and stated deliverables.
- Logically requires multifactor authentication (MFA) to its technology platform in order to secure client access and documentation
- Logically has performed numerous IT system implementations, migrations, upgrades and conversions. Scopes include but not limited to, small to midsized business projects seamlessly integrating cloud, on-premise and hybrid technologies
- Logically performs detailed processes for IT duties actively monitored by our internal Quality Assurance team
- Over 90% of Logically's workforce is dedicated to providing IT deliverables to managed customers
- Logically's Technology Product Development department provides continued improvements and enhancements to our managed services program(s) each day

#### **What's not included?**

- Substantive upgrades, additions, or changes of equipment or software. Project work will be quoted separately in order to be managed to the Logically project management standard.
- Consulting time (SharePoint, 365, IT Assessments, Line of Business Solutions)
- Service and support of hardware or software that has reached end of life or is without a manufacturer's warranty
  - Limited support will be provided to items not under warranty. However, if an unsupported or out of date device(s) becomes a chronic or automated management cannot be configured to monitor this tool, the client will be required to replace this device to ensure the health and security of the IT environment.
  - If a client does not replace recommended hardware, issue resolution may not be possible.
- Extensive customization of our managed services required to handle extreme atypical environments is available.
- Chief Compliance Officer responsibilities; i.e. ownership, management, auditing. Contribution or administration of IT related policies and procedures are available through Logically IT Governance Services.

- Monitoring, management and remediation of non-Logically owned backup and disaster recovery services
- Services to assist or perform audit of or validation support for security or licensing compliance requirements (I.e. Microsoft audit) is available.
- Cybersecurity breach or infection Incident Response and Remediation services are available.

**Description of Client Onboarding:**

A successful managed services onboarding process achieves positive technology results while providing an outstanding customer experience. Logically’s mature onboarding process achieves these objectives by establishing and validating clear expectations and ownership. Logically’s advanced onboarding template includes frequent communication and efficient capable support during transition. The dedicated onboarding team serves you with confidence and peace of mind. Logically’s onboarding includes:

- Dedicated and experienced onboarding Project Manager
- Initial Network Scan and assessment, if applicable
- Identify and create an extended Technology roadmap. The extended Technology roadmap will be utilized to align long-term IT goals with business objectives, improve performance and reduce risk.
- Communication of detailed onboarding objectives, owners and estimated timeline
- Deployment of monitoring agents and additional managed solutions
- Develop extended Technology roadmap. Identifies long-term IT goals to improve performance and reduce risk

**Estimated Remediation with Onboarding:**

Environments may require significant effort to stabilize upon onboarding. This work is outside of the scope of the Managed Services Agreement presented in the one-time "Estimated Remediation" cost. Remediation work will be billed as completed. Additional project work presented during remediation efforts will be discussed and reviewed during the process. Examples of this include but are not limited to, hardware replacements, OS upgrades and expired warranties. The quoting and completion of these projects will be evaluated between the client and Logically.

**Logically’s Standard Service Level Agreement (SLA) for Incident Remediation:**

Business Hours SLA (8:00 AM – 5:00 PM Local office supporting time)

Priority Level	Respond Within*	We Have Created a Plan**
Priority 1	0.25	.5
Priority 2	0.25	1
Priority 3	0.25	2
Priority 4	0.25	4

Emergency Response SLA (After-Hours)

Client Initiated Incident Requests-Billable at After-Hours Rates

Priority Level	Respond Within, hrs.	Resolution Plan Formulated, hrs.
Priority 1-4	Best Effort	Best Effort

\*Hours listed are calculated during business hours. \*\*Time starts after **Respond Within** is completed

**Respond Within** is defined as incident response receipt acknowledgement and reply. Reply can be performed via email, online support portal, phone call or other form of communication medium. **SLA Resolution Plan** is the action of performing next steps towards resolution and includes events such as scheduling the incident request to a Care Team managed services engineer.

The Logically standard SLA applies to **Incident Remediation** activity only. An Incident is defined as something that “used to work that no

longer works.” The standard SLA defined above is a target goal for Logically, and the managed services packages do not ensure a guarantee that the goals will be achieved for 100% of incidents. **If your organization requires it, Logically can provide SLAs with increased commitment levels and guarantees.**

SLA response times are based on incident priority levels. Priority level is determined based on the impact and severity of the incident according to the following table.

**Priority Matrix**

Impact / Severity Level	High Severity	Medium Severity	Low Severity
High Impact	Priority 1	Priority 2	Priority 3
Medium Impact	Priority 2	Priority 3	Priority 4
Low Impact	Priority 3	Priority 4	Priority 4

The **Impact** of an incident is measured and defined by Logically based on the extent of the business that is affected by the interruption. Here are the guidelines Logically uses to determine impact:

- High – 50% + of the company impacted, or multiple departments
- Medium – One department impacted
- Low – One user or smaller group impacted

The **Severity** of an incident is measured and defined by Logically based on how quickly the incident needs to be resolved. Here are the guidelines Logically uses to determine severity:

- High – The business area cannot function
- Medium – The business area can function but in limited capacity
- Low – The business area can function with little to no issues

**Terms and Conditions**

This Terms and Conditions Agreement (the “Agreement”) is entered into by and between Winxnet, LLC, doing business as Logically (“Logically”), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine (“Logically”) and the undersigned customer (“Customer”).

This proposal, and any subsequent proposal executed by Logically and the Customer named below, and including the Master Service Agreement at <https://www.logically.com/agreements/master-services-agreement> and all terms referenced herein and therein and all attachments and addenda hereto, govern Customer’s purchase of the Services (collectively, the “Agreement”) and by executing this proposal, Customer agrees to each of the foregoing. This proposal is effective as of the last date of signature by both Logically and Customer as set forth below (the “Effective Date”).

Any Cloud Services associated with this proposal will be governed by our Cloud Service Agreement at <https://www.logically.com/agreements/cloud-services-agreement>.

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a “Work Order”) is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party’s behalf, to exercise its rights or perform its obligations hereunder

or thereunder.

2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the "Conditions"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.

3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.

4. Itemized counts in this Agreement are representative of the environment's state at the time of quoting. Logically reserves the right to reconcile managed device, user and storage counts and update pricing accordingly on a monthly basis.

5. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each service is as set forth on the applicable Work Order ("Termination Charge"). Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.

6. Managed Service Contract Term / Payment Information:

(a) If the Billing Contact is different from the undersigned, please provide Billing Contact details:

Name:

Mailing Address:

Phone Number:

E-mail Address:

(b) Additional Service & Payment Terms:

- Onboarding fee is due at contract signing. Remediation fees are billed monthly and due within fifteen (15) days of Logically's invoice.
- Monthly service fees are billed monthly in advance. They begin the month following contract signing and will continue through the end of contract term.
- Contract Term: 36 Months
- This agreement shall automatically renew for one (1) year term, unless either party provides notice to terminate this agreement no less than ninety (90) days before the end of the then current agreement.
- Monthly Fees are subject to annual adjustment by Logically in the amount of 4% beginning on the first anniversary of the start of Monthly Billing and subsequent anniversaries thereafter.
- Monthly service contracts have a Termination Charge calculated as follows: 50% of the remaining term's fees.

(c) Project Services:

- Labor: Two equal payments of 50%: The first installment is due at contract signing, and the remaining installment will be invoiced based upon project completion.

7. Please note that all prices reflect a 3% discount based on payment via check. The 3% discount will be removed if payment is made via credit card.

8. Unless otherwise agreed in writing, payment for services is due within fifteen (15) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any

amount past due. Customer acknowledges that Logically may participate in, and retain the benefit of, vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flyer miles or other consideration.

9. All Managed Services will remain in effect as outlined in Section 6, above in this Agreement. Any non-Managed Service or Project Services, will remain in effect as outlined in Section 6 or until work is completed as mutually agreed to by both parties.

#### SECURITY MANAGEMENT TERMS & CONDITIONS

The following section only covers Security Management service items.

1. **Testing Authorization and Release.** Customer hereby grants Logically permission to scan Customer's IT equipment to find vulnerabilities during the term of this Agreement. Customer is solely responsible for obtaining authorization from all third parties who own or control information processing resources, including the domain(s) to be tested. Customer shall promptly notify Logically if Customer (or the authorizing third party) changes the domain to be tested during any active Logically security test.

2. **Limitation of liability, Waiver of Damages, and Indemnification.** Customer agrees and understands that information security testing is a high-risk activity, and that consequences of such testing might include: (a) access by Logically to Customer and third party data, including confidential and proprietary information; (b) destruction of Customer and third party data; (c) modification and forgery of Customer and third party data; and (d) temporary or permanent denial of service to legitimate users of Customer and third party information processing resources. Customer also agrees and understands that because network traffic might be redirected by computers and applications in the testing domain not under the control of or detectable by Logically, Logically cannot and does not warrant, promise, or guarantee that Logically will access and test information processing resources and domains owned or controlled only by Customer and any authorizing third parties.

3. **Vulnerability Identification Disclaimer.** LOGICALLY WILL CONDUCT VULNERABILITY TESTING PERIODICALLY ON THE CUSTOMER SYSTEMS ACCESSIBLE AT THE TIME OF TEST. INFORMATION SECURITY THREATS ARE CONTINUALLY CHANGING, WITH NEW VULNERABILITIES DISCOVERED ON A DAILY BASIS. LOGICALLY DOES NOT GUARANTEE THAT ALL POSSIBLE VULNERABILITIES WILL BE IDENTIFIED. VULNERABILITY TESTING DOES NOT PROTECT AGAINST PERSONAL OR BUSINESS LOSS AS THE RESULT OF USE OF CUSTOMER'S APPLICATIONS OR SYSTEMS. LOGICALLY OFFERS NO WARRANTIES, REPRESENTATIONS, OR LEGAL CERTIFICATIONS CONCERNING THE APPLICATIONS OR SYSTEMS IT TESTS. LOGICALLY DOES NOT WARRANT THAT THE RESOURCES TESTED ARE SUITABLE TO TASK, FREE OF OTHER DEFECTS THAN REPORTED, FULLY COMPLIANT WITH ANY INDUSTRY STANDARDS, OR FULLY COMPATIBLE WITH ANY OPERATING SYSTEM, HARDWARE, OR OTHER APPLICATION.

I, THE UNDERSIGNED, AGREE TO THE ABOVE TERMS AND CONDITIONS. ADDITIONALLY, I ALSO CERTIFY THAT I HAVE REVIEWED THE PRODUCTS AND/OR PROJECT DELIVERABLES ASSOCIATED WITH THIS ESTIMATE AND UNDERSTAND THAT ANY PRODUCTS OR PROJECT DELIVERABLES NOT EXPLICITLY STATED IN THIS ESTIMATE WILL BE OUTSIDE THE SCOPE OF THIS ESTIMATE AND WILL REQUIRE ADDITIONAL FUNDS TO PROCURE OR IMPLEMENT.

Acceptance

**Sierra Lakes County Water District**

Signature: \_\_\_\_\_

Name: Paul Schultz \_\_\_\_\_

Date: \_\_\_\_\_

	<b>ORDER FORM AND TERM PLAN</b>		*Carrier: 2Pifi	
	Internet		*IP Provider:	
	*Quote ID#:	<b>Sales Support: 844-832-8514</b> <b>Email to <a href="mailto:orders@airespring.com">orders@airespring.com</a> or Fax to 888-899-2928</b>		Channel Mgr: Gabriel Valderrama
	*Quote Expiration:			*Agent: ASP0990
	*Proposal ID#:			*Agent ID: ASP0990
	*OMR#:			*Solutions Engineer:
*NPANXX:	*Submitted By: Gabriel Valderrama			

**IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (\*) MUST BE COMPLETED**

PHYSICAL LOCATION				
*Order Type: New: <input checked="" type="checkbox"/> Move: <input type="checkbox"/> Upgrade: <input type="checkbox"/>				
*Company Name: Sierra Lakes County Water District	*Location Name:		Existing Customer Number:	<input type="checkbox"/> Separate bill for this location?
*Physical Address: 7305 Short Rd, Soda Spring, CA 95728	*Suite:	*Bldg./Fl./Rm:	*Billing Address: (if different)	
*City: Soda Spring	*State: CA	*Zip: 95728	*City:	
MPOE: (Location in building where telephone company installs circuit. Eg. basement, telco closet)			*State:	Zip:

CONTACT INFORMATION					
	*Name	Title	*Phone	Mobile Phone	E-mail
*Customer Contact:	Paul A. Schultz, PE	General Manager	530-426-7800		pschultz@slcwg.org
*Technical/Vendor Contact:					
*On-Site Contact:	Paul A. Schultz, PE	General Manager	530-426-7800		pschultz@slcwg.org

**THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED**

1.) Initials on all Pages at the Bottom Left.	2.) Signature on the bottom of "Term and Usage Agreement."
3.) If Porting Numbers, signature required on "Letter of Agency," and current phone bill copies are strongly recommended.	4.) New Customers – Complete and Sign "Credit Application."

INTERNET CIRCUIT INFORMATION AND PRICING			
*Capacity: FixedWireless 10M/10M	*Site NPA/NXX:	*Term: 3Year	
*Loop MRC:	*Loop NRC:	*Port MRC: \$865.00	*Port NRC:
*Optional Managed Router MRC:		*Optional Managed Router NRC:	
*Managed Router/Gateway Shipping & Handling (Ground Shipping): \$24.73 (Expedited Shipping Additional)			
For speeds above 100 Mb, if customer requires Network Address Translation (NAT) an upcharge may be applied.			
If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.			
Broadband connectivity speeds are listed as BB in the Capacity Field.		Satellite connectivity speeds are listed as SAT in the Capacity Field	

DEMARC EXTENSION CHARGES
\$300.00 per T1 -- includes up to 2 hours of labor and 100 feet of Cat5e cable. Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.25 per foot. Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES
<p style="text-align: center;">Customer understands and accepts the following estimated installation timeframes:          90 days for services which utilize a Fast-E circuit, 120 days for services which utilize a Gig-E circuit, 30 days for services which utilize a broadband, wireless or satellite circuit, or 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.</p> <p style="text-align: center;">Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.</p> <p style="text-align: center;"><b>NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.</b></p>

\*Customer Initial: \_\_\_\_\_

**NOTES**

**In the event customer changes a scheduled due date less than six business days from the due date, customer will be assessed a rescheduling fee. Please be advised that changes to a scheduled due date can impact service delivery timelines.**

**ADDITIONAL SERVICES**

Description	Term	Quantity	MRC	NRC

**Firewall service reconfiguration and/or upgrade fee: \$400. Applies if SD-WAN added to firewall service after the initial start of service.**

**For Fortinet and Cisco Meraki, AireSpring will configure firewall using standard settings. Customer can request firewall changes during AireSpring's normal business hours, up to 4 firewall change requests per month for free, and \$150 for each additional firewall change request.**

**For Fortinet Network Based Firewall, throughput speed is an aggregate of up and down speeds combined.**

**IP ADDRESS INFORMATION**

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer. All prices MRC unless otherwise noted.

CIDR	/31	/29	/28	/27	/26	/25	/24	/23+
Public IPs	2	8	16	32	64	128	256	512+
Useable IPs	1	5	13	29	61	125	253	509+
AireSpring IP	Free	\$20	\$35	\$55	\$100	\$200	\$250	N/A
AireSpring-N	Free	\$20	\$35	\$70	\$150	\$250	ICB	ICB
Altice (Cable)	\$10	\$50	ICB	ICB	ICB	ICB	ICB	ICB
Altice (Fiber)	Free	\$35	\$50	\$65	\$75	\$150	\$300	ICB
AT&T (ABF/DSL)	Free	Free	\$20	ICB	ICB	ICB	ICB	ICB
Comcast (Fiber)	\$20	\$25	\$30	\$50	\$75	\$100	\$200	ICB
Comcast (Cable)	Free	\$15	\$35	ICB	ICB	ICB	ICB	ICB
Cox (Cable)	Free	\$15	\$25	\$50	N/A	N/A	N/A	N/A
Crown Castle	Free	\$24	\$48	\$96	\$192	\$384	\$768	ICB
Frontier (DSL)	Free	\$14	\$35	\$56	N/A	N/A	N/A	N/A
Frontier (FIOS)	Free	\$14	\$35	\$56	\$84	\$133	N/A	N/A
GCAP/Megapath	Free	\$5	\$10	\$15	\$20	\$25	\$50	ICB
Spectrum (Fiber)	Free	\$35	\$50	\$80	\$100	\$150	\$200	ICB
Spectrum (Cable)	Free	\$25	\$40	\$60	N/A	N/A	N/A	N/A
Verizon (FTT1)	Free	\$14	\$35	\$56	\$84	\$133	ICB	ICB
Windstream	Free	\$20	\$32	\$56	\$96	\$160	ICB	ICB
Zayo	Free	Free	\$48	\$96	\$192	\$389	\$769	ICB

Orders of up to 256 IP Addresses from AT&T Fiber/DS1, CenturyLink/Level(3) Fiber/DS1, FairPoint, Verizon Fiber/DS1, Cox Fiber, Frontier Fiber, and XO are free. Orders of more than 256 IP Addresses are ICB.

\*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

**SUMMARY TOTALS**

**Total MRC\*: \$865.00**

**Total NRC\*: \$0.00**

\*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

\*Total does not include any services or equipment not ordered, as well as AireTXT, Domestic / International / Offshore Usage (excluding bundles), Other Services / Features / Fees, LNP, Configuration and Training, Shipping, Expedite Fees, Demarc Extension Charges, or IP Addresses.

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <https://airespring.com/regulatory-charges-and-surcharges/>

Additional Services, Equipment, Features, and Fees are incorporated into this document by reference: <http://additionalterms.airespring.com/Documents/Additional%20Fees%2070820.htm>

**TERM AND USAGE AGREEMENT**

The term of this Agreement will be for a period of \*3 years from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service, ii) five (5) business days after Circuit Ready Date, regardless of whether all Services (including voice) have been turned up and regardless of Customer readiness, or iii) five (5) business days after the start of a "Customer Delay of Circuit Installation". "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. "Customer Delay of Circuit Installation" is defined as an occurrence of Customer directly or indirectly delaying or impeding AireSpring's underlying provider from installing and/or testing Customer's access circuit/loop. Customer indirectly delays the underlying provider if the Customer site is not ready to accept Services, or if the Customer's employees, contractors, suppliers, vendors, agents, assigns, property owner, property manager, or landlord does not allow, blocks or delays AireSpring's underlying provider from installing or testing the access circuit/loop. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to AireSpring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including circuit charges, beginning on the Start of Service Date. In the event Customer places an order on hold or delays or impedes AireSpring from expeditiously submitting Customer's order to underlying carrier, Customer pricing may change as notified by AireSpring. Orders placed on hold may require customer approval to proceed with implementation. Upon completion of any initial or any renewal term commitment, or if no term is specified above, this Agreement shall automatically renew for successive one-year terms. Customer contracts to pay the Monthly Recurring Charges as listed above for the term of this Agreement, or \$250 per account, whichever is greater, for the term of this Agreement. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any NRC's. In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable term, Customer shall pay to AireSpring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges ("MRCs") for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs for all other charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband (BB) circuit or \$3000 per Fast-E or similar circuit. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. AireSpring managed routers are pre-configured and sent to Customer to be self-installed, if Customer requests a professional installation AireSpring will charge Customer an installation fee of \$1000. In conjunction with the services ordered, AireSpring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all AireSpring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. It is not necessary to return Equipment purchased by Customer. All services provided to Customer by AireSpring are governed by the terms of a Master Service Agreement, which may be found at [www.airespring.com/terms](http://www.airespring.com/terms) and AireSpring's Acceptable Use Policy, which may be found at [www.airespring.com/auip](http://www.airespring.com/auip), both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and AireSpring as well as AireSpring's agents, employees, and/or sales persons. This Agreement is voidable by AireSpring if the text is modified without the written or initialed consent of an AireSpring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an AireSpring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, (or in the event of a move, upgrade, downgrade, or change of underlying carrier,) any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date and customer will continue to be billed until after the disconnection is completed, or 45 days after disconnection notice, whichever is greater. Customer agrees that AireSpring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Additional Terms and Conditions are incorporated herein by reference: <http://additionalterms.airespring.com/AdditionalTerms.aspx?L=44,1,109,91,29>

Company Name: Sierra Lakes County Water District

_____ *Authorized Signature	Paul A. Schultz, PE _____ *Print Name	General Manager _____ *Title	05/25/2021 _____ *Date
_____ pschultz@slcwd.org _____ *Email	_____ 530-426-7800 _____ *Contact Number		

# AIRESPRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

## CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: Sierra Lakes County Water District			BILLING ACCOUNT NAME (IF DIFFERENT):		
*SERVICE ADDRESS: 7305 Short Rd			BILLING ADDRESS (IF DIFFERENT):		
*CITY: Soda Springs	*STATE: CA	*ZIP: 95728	CITY:	STATE:	ZIP:
*SERVICE CONTACT/TITLE: GENERAL MANAGER			BILLING ADDRESS CONTACT:		
*PHONE: 530-426-7800	FAX:		PHONE:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY): PSCHULTZ@SLCWD.ORG			CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):		
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA): Sierra Lakes County Water District					
<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> GENERAL PARTNERSHIP	<input type="checkbox"/> LIMITED PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY COMPANY		
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> NONPROFIT ORGANIZATION	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> OTHER:		
*INCORPORATION DATE: / - STATE:		*CURRENT SVC PROVIDER:	REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER		
*WILL THE SERVICE PROVIDED BY AIRESPRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
IS YOUR COMPANY/ORGANIZATION TAX EXEMPT? IF YES, ATTACH AIRESPRING TAX EXEMPTION FORM (OBTAIN FROM YOUR AIRESPRING AGENT)				<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
*ESTIMATED MONTHLY USAGE:				\$	
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.		*PAPERLESS BILLING <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	*EMAIL ADDRESS: (Must be provided for paperless billing)		

## INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
MAIN COUNTRIES CALLED:	

## CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - - -
2. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - - -
Dun & Bradstreet Number:	

## BANK INFORMATION

*Bank Name:	*Bank Phone Number:
*Bank Account Number:	*Bank Contact Name:

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (\*) ARE MANDATORY. ORDERS MISSING MANDATORY INFORMATION MAY BE RETURNED FOR COMPLETION WITHOUT PROCESSING.

## CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit <https://airespring.com/service-terms/> for a complete and updated description of the terms of service.)

I AGREE THAT AIRESPRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESPRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant: Paul Schultz
*Date: 05 / 25 / 2021	*Title of Applicant: GENERAL MANAGER

**Broadvoice**

Lockbox Number 912726  
 PO Box 31001-2726  
 Pasadena, CA 91110  
 (888) 325-5875

Created by **Chris Butcher**  
 Email [cbutcher@sandlerpartners.com](mailto:cbutcher@sandlerpartners.com)  
 OneNumber™ **(949) 310-0990**  
 Created on **05/25/2021**  
 Expires on **06/24/2021**

Prepared for **Sierra Lakes County Water District**

**Paul A. Schultz, PE**

7305 Short Rd  
 Soda Spring, CA 95728

Phone: 1(530) 426-7800  
 Email: pschultz@slc wd.org

**Service location:**

7305 Short Rd  
 Soda Spring, CA 95728

## Broadvoice Service Order

Term: 36 months

Type	Item	Qty	Price	One-time	Discount	Monthly
Phone Service	 <b>Pro Users</b> • Includes Local DID, Unlimited calls & SMS to domestic and Global Plan countries • Access to Mobile App, Voicemail, Virtual Fax, Communicator, Call Recording & Call Catch • Video and screen sharing • Salesforce integration • Broadvoice Teams Connector	5	\$23.00	\$0.00	-\$15.00	\$100.00
Phone Service	 <b>Shared Fax Box</b> • Includes 2500 pages, 2.9¢ per page thereafter • Includes Local DID	1	\$25.00	\$0.00	-	\$25.00
Phone Service	 <b>Auto Attendant Menus</b>	1	\$10.00	\$0.00	-	\$10.00
Equipment	 <b>Obihai - Obi302 Fax Adapter Rental</b>	1	\$0.00	\$0.00	-	\$0.00
Equipment	 <b>Polycom - VVX450 Rental</b>	5	\$8.00	\$0.00	-	\$40.00
<b>Sub Total</b>				-	-\$15.00	\$175.00
<b>Regulatory Recovery Fees</b>				-	-	\$6.70
<b>Taxes</b>				-	-	\$14.00
<b>Total</b>				-	-\$15.00	\$195.70

## Cost Breakdown

Type	One-time	Discount	Monthly
Phone Service	-	-\$15.00	\$135.00
Equipment	-	-	\$40.00
Fees	-	-	\$6.70
Taxes	-	-	\$14.00
<b>Total</b>	<b>-</b>	<b>-\$15.00</b>	<b>\$195.70</b>

## Taxes Breakdown

Description	One-time	Monthly
CA EMERG TEL. USERS SURCHARGE	-	\$0.77
CA TELECOM RELAY SYSTEMS SURCHARGE	-	\$0.12
CA TELECONNECT FUND	-	\$0.19
CA HIGH COST FUND(A) SURCHARGE	-	\$0.17
CA ADVANCED SERV FUND SURCH	-	\$0.17
CA UNIVERSAL LIFELINE SURCHARGE	-	\$1.14
FEDERAL UNIVERSAL SERVICE FUND	-	\$7.67
FEDERAL COST RECOVERY FEE	-	\$0.45
FEDERAL COST RECOVERY CHARGE	-	\$0.32
STATE SALES TAX	-	\$2.40
COUNTY SALES TAX	-	\$0.10
DISTRICT TAX (NVPL) (NEVL)	-	\$0.10
LOCAL SALES TAX	-	\$0.40
<b>Total</b>	<b>-</b>	<b>\$14.00</b>

Broadvoice services listed in the above service order are based on a standard **36-month** agreement.

1. Monthly recurring charge listed above may not include all taxes and fees which will be applied to your monthly invoice.
2. Taxes & Fees are based on service address and may change on receipt of full address details. Please note that equipment taxes will be calculated based on Shipping Address.
3. We collect the Regulatory Recovery Fee to recover some of the costs we incur to comply with local, state and federal governmental mandates and programs. We may impose the fee whether or not the benefits of any or all of these mandates and programs are available to you in your location.
4. Signature below indicates Subscriber and Broadvoice agree that the Master Service Agreement (the "Agreement") and any associated Addendum is incorporated in this Service Order by this reference, with the same force and effect as if the same were set forth at length herein, and that Subscriber and Broadvoice will be and are bound by any and all of said terms of the Agreement and associated Addendum if applicable. The Master Service Agreement and Addendums can be viewed and downloaded at <https://www.broadvoice.com/master-service-agreement/>
5. The pricing in this service order is pending authorization by Broadvoice.
6. Quote will expire 30 days from creation.

**Note:** Initial payment is processed when you place your order. Subsequent monthly billing occurs on the activation day of each month. Automatic credit card payments will then be processed on the monthly billing date.

Paul Schultz

\_\_\_\_\_  
Signer's name

General Manager

\_\_\_\_\_  
Title

05/25/2021

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized signature

## SIERRA LAKES COUNTY WATER DISTRICT

### Follow-up from May 14, 2021, Board Meeting

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1	X	Jeff	Determine if the District could provide financial assistance for the LRAD Warning System or if financial assistance would be considered a gift of public funds.
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**Sierra Lakes County Water District**  
**Action Items**  
*As of June 11, 2021*

	<b>TASK</b>	<b>STATUS</b>	<b>DUE DATE</b>	<b>PROGRESS</b>	<b>ASSIGNED</b>
1	AMR Data Collection & Analysis	Collect use data by type of occupancy, project assigned to Operator	Phase 1 Summer 2021	0%	Paul
2	Policies & Procedures Review/Update including a new Policy regarding the Release/Access of water usage data including District Privacy Policy	Review current policies and procedures for revisions and possible additions. Mr. Mitchell checking for other districts for an example of release/access of water usage data	8/6/20 - Anna sent to Paul/Dick/Bob for review	90%	Paul
3	District's Ownership of Dam	Continued research re: Dam ownership	Mar-21	90%	Paul
4	Upcoming Metered Rates	Develop Plan/Schedule to reach Metered Rates by January 2025 (Microsoft Project)	Pending	0%	Paul
5	Develop a recommended method for providing customer access to their personal water use data	Research available vendors and services	Apr-21	20%	Michael