REGULAR BOARD MEETING
AGENDA PACKET

AUGUST 17, 2021
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Regular Board Meeting  
Tuesday, August 17, 2021, 7:00 p.m.  
Carmichael Water District Board Room  
7837 Fair Oaks Boulevard  
Carmichael, CA 95608

AGENDA  
Carmichael Water District requires members of the public to wear face coverings when in the District office and boardroom consistent with federal and state guidelines. Seating in the boardroom is limited to ensure proper social distancing between members of the public attending board meetings.

The Board will discuss all items on its agenda, and may take action on any of those items, including information items and continued items. The Board will not take action on or discuss any item not appearing on the posted agenda, except: (a) upon a determination by a majority vote of the Board that an emergency situation exists; or (b) upon a determination by a two-thirds vote of the Board members present at the meeting, or, if less than two-thirds of the members of the Board are present, a unanimous vote of those members present, that the need to take immediate action became apparent after the agenda was posted. Agenda packets can be found at our website at carmichaelwd.org.

The Board of Directors welcomes and encourages participation in meetings. Public comment may be given on any agenda item as it is called and limited to three minutes per speaker. Matters not on the posted agenda may be addressed under Public Comment. Please follow Public Comment Guidelines found on the District’s website at carmichaelwd.org/public-comment-guidelines/.

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at 483-2452. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

CALL TO ORDER AND STATEMENT REGARDING PUBLIC PARTICIPATION: President Emmerson

PUBLIC COMMENT:

1. Public Comment  
Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board.

CONSENT CALENDAR:
Consent Calendar items are expected to be routine and non-controversial, to be acted on by the Board in one motion. Should any Board member, staff member, or interested person request discussion on an item, the Board will consider the item separate from the Consent Calendar.

2. Minutes for the Special Board Meeting – August 2, 2021  
3. Minutes for the CWD/SSWD 2x2 Adhoc Committee Meeting – July 23, 2021  
4. Minutes for the Regular Board Meeting – July 20, 2021  

ACTION CALENDAR:

6. Resolution 08172021-1 – A Resolution Amending District Regulation Series 3000 - Administrative Operations  
Staff recommends that the Board approve Resolution 08172021-1 – A Resolution Amending the District’s Regulation Series 3000 - Administrative Operations.
ACTION CALENDAR: Continued

7. Resolution 08172021-2 – A Resolution Amending Directors’ Policies 9050 Membership Association List – Advisory Body Meetings, and 9060 Directors’ Compensation and Expense Reimbursement
   Staff recommends that the Board approve Resolution 08172021-2 – A Resolution Amending Directors’ Policies 9050 Membership Association List – Advisory Body Meetings, and 9060 Directors’ Compensation and Expense Reimbursement.

8. Award Professional Services Agreement for Mainline Replacement Projects and Engineering Services During Construction
   Staff recommends the Board authorize the General Manager to execute the professional services agreement with Bennett Engineering Services, Inc. for $183,822 for Glenbrook/Pinecrest/Wintun/North project with a $41,178 contingency for a total not-to-exceed amount of $225,000.

9. Release of Retainage for the Grant Avenue Mainline Replacement Project
   Staff recommends the Board to:
   1. accept the Grant Avenue Mainline Replacement Project as complete; and
   2. authorize the General Manager to file Notice of Complete for the Project and release $124,958.78 in retainage to the Contractor.

10. North Avenue Water Main Connection
    Staff recommends the Board to:
    1. approve the tie-in of the existing 8 inch pipeline on Fair Oaks Blvd for a looped distribution system; and,  
    2. authorize the General Manager to execute the agreement with Rawles Engineering in the amount of $19,760 with a 10% contingency of $1,976 for a total not-to-exceed contract amount of $21,736.

11. Award Professional Services Agreement for Compensation Study
    Staff recommends that the Board approve a supplemental appropriation of $11,000 and authorize the General Manager to execute this agreement with Bryce Consulting in partnership with SJWD.

12. Memorandum of Agreement with San Juan Water District for Federal Legislative Advocacy Services
    Staff recommends that the Board approve the attached Memorandum of Agreement between San Juan Water District and Carmichael Water District for Reimbursement of Payments for Federal Legislative and Advocacy Services and authorize the General Manager to execute the MOA.

13. Sacramento Groundwater Authority related to Sacramento Central Groundwater Authority Integration
    The Directors recommend that the Board discuss the SGA and SCGA merger and consider sending the attached letter.

14. COVID Payment Arrearage Relief Program
    Staff recommends that the Board of Directors discuss the District’s participation in the Arrearage Payment Program.

15. Sacramento Local Agency Formation Commission (LAFCo) Nominations for Special District Representation
    Staff recommends that the Board:
    Staff recommends that the Board of Directors:
    1. discuss Director(s) interest in LAFCo nomination, and  
    2. if a Director decides to submit his name for nomination,  
       a. direct that the LAFCo Nomination Form be completed;  
       b. direct that the Director provide his resume to General Manager; and authorize the General Manager to sign and submit the finalized Nomination Form to LAFCo.

STAFF REPORTS:

16. General Manager and District Activity Report – July 2021
17. Director’s Expense Reimbursement Summary – July 2021

GENERAL CORRESPONDENCE/INFORMATION:

18. News Articles
19. Director’s Written and/or Oral Reports

The next meeting of the Board of Directors will be a Regular Board Meeting held on:
Tuesday, September 21, 2021 at 7:00 p.m.
Special Board Meeting  
Monday, August 2, 2021, 12:00 p.m., by teleconference

MINUTES
The Carmichael Water District Board of Directors met in Special Session this 2nd day of August at 12:00 p.m. via teleconference.

ATTENDANCE:
Directors: Mark Emmerson, Jeff Nelson, Ron Greenwood, Ron Davis, Paul Selsky  
Staff: Cathy Lee, Cecilia Dodge  
Guest: Josh Horowitz – Bartkiewicz, Kronick & Shanahan  
Public: Four (4) Members of the Public

CALL TO ORDER: President Emmerson called the meeting to order at: 12:05 p.m.

PUBLIC COMMENT:
1. Public Comment
   No Comments

ACTION CALENDAR:
2. Claim for Damages under Government Claims Act of Lynette Moreno
   Staff recommends that the Board rejects in full the claim of Lynette Moreno.
   Presented by Josh Horowitz
   M/S Greenwood / Nelson to reject the claim for damages under government claims act of Lynette Moreno as recommended by staff.

   Mark Emmerson      Aye ✓   Nay   Absent   Absent   Abstain   
   Jeff Nelson        Aye ✓   Nay   Absent   Abstain   
   Ron Davis          Aye ✓   Nay   Absent   Abstain   
   Ron Greenwood      Aye ✓   Nay   Absent   Abstain   
   Paul Selsky        Aye ✓   Nay   Absent   Abstain   

   Board Totals:  Ayes: 5  Nays: 0  Absent: 0  Abstain: 0
   Passed Unanimously: ✓
3. **Claim for Damages under Government Claims Act of Lori Kalisiak**

Staff recommends that the Board rejects in full the claim of Lori Kalisiak.

M/S Greenwood / Emmerson to reject the claim for damages under government claims act of Lori Kalisiak as recommended by staff.

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<thead>
<tr>
<th></th>
<th>Aye</th>
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<td>Ron Davis</td>
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<td>Ron Greenwood</td>
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<td>Paul Selsky</td>
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Board Totals: Ayes: 5 Nays: 0 Absent: 0 Abstain: 0

**Passed Unanimously:** ✓

4. **Demand for Defense and Indemnity of Lori Kalisiak**

Staff recommends that the Board rejects in full the demand for a defense and indemnity of Lori Kalisiak.

M/S Greenwood / Selsky to reject the demand for a defense and indemnity of Lori Kalisiak as recommended by staff.

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<tr>
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<td>Paul Selsky</td>
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Board Totals: Ayes: 5 Nays: 0 Absent: 0 Abstain: 0

**Passed Unanimously:** ✓

**ADJOURNMENT:** President Emmerson adjourned the meeting at: **12:14 p.m.**

Mark Emmerson, Board President

Cathy Lee, Board Secretary
The Carmichael Water District (CWD) and Sacramento Suburban Water District (SSWD) Board of Directors met in Special Session this 23rd day of July at 3:00 p.m. at the Carmichael Water District Office located at 7837 Fair Oaks Boulevard, Carmichael.

ATTENDANCE:
- CWD Directors: Mark Emmerson, Jeff Nelson
- SSWD Directors: Craig Locke, Dave Jones
- CWD Staff: Cathy Lee, Cecilia Dodge
- SSWD Staff: Dan York, Matt Underwood
- Guest(s): Zero (0)
- Public: Three (3) Members of the Public

CALL TO ORDER: CWD President Emmerson called the meeting to order at: 3:02 p.m.

PUBLIC COMMENT:
1. Public Comment
   William Eubanks commented regarding his opinion of previous water districts consolidations and how poorly they were done; he feels the only savings SSWD and CWD will see will be from the elimination of the duplicate management positions.

DISCUSSION ITEMS/ACTION CALENDAR:
2. Approval of July 7, 2021 Meeting Minutes
   Tabled until next meeting so that all of the Directors can review the minutes.

3. Guiding Principles and Goals
   Presented by Cathy Lee, CWD General Manager.
   Discussed with Board of Directors

4. Collaboration Opportunities
   Presented by Cathy Lee, CWD General Manager and Dan York, SSWD General Manager.
   Discussed with Board of Directors
5. **Next Meeting Date/Time**
   Discussed with Board of Directors
   Tuesday, August 24, 3:30 pm
   Paul Helliker commented about the previous attempt of SSWD and SJWD collaboration process and suggested to set some goals.
   William Eubanks commented that he sees no advantage for SSWD to merge with CWD.

6. **Adjournment**
   CWD President Emmerson adjourned the meeting at: **4:26 p.m.**
Regular Board Meeting
Tuesday, July 20, 2021, 7:00 p.m.

Carmichael Water District Board Room
7837 Fair Oaks Boulevard
Carmichael, CA 95608

MINUTES

The Carmichael Water District Board of Directors met in Regular Session this 20th day of July at 7:00 p.m. at the District Office located at 7837 Fair Oaks Boulevard, Carmichael.

ATTENDANCE:
Directors: Mark Emmerson, Ron Greenwood, Paul Selsky, Jeff Nelson, Ron Davis
Staff: Cathy Lee, Cecilia Dodge
Guest: Josh Horowitz – Bartkiewicz, Kronick & Shanahan
Public: One (1) Member of the Public

CALL TO ORDER: President Emmerson called the meeting to order at: 7:00 p.m., led the Pledge of Allegiance, and introduced the Directors and District staff.

PUBLIC COMMENT:
1. Public Comment
   Gary Fitzgerald commented about the water quality testing processes.

ANNOUNCE CLOSED SESSION AND ADJOURN OPENED SESSION TO CLOSED SESSION:
President Emmerson adjourned opened session to closed session at: 7:13 p.m.

CLOSED SESSION:
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION; Government Code sections 54954.5(c) and 54956.9(a) and (d)(1); Carmichael Water District v. Nugent, et al., Sacramento Superior Court Case No. 34-2021-00299134.

ADJOURN CLOSED SESSION AND OPEN REGULAR SESSION:
President Emmerson adjourned closed session to open session at: 8:05 p.m.

REPORT OUT OF CLOSED SESSION:
President Emmerson stated that the Board discussed the existing pending litigation and gave direction to attorney with its regard.

CONSENT CALENDAR:
3. Minutes for the Special Board Meeting/Public Hearings – June 24, 2021
4. Minutes for the Regular Board Meeting – June 15, 2021

   Discussed with Board
   Director Selsky Commented
M/S Greenwood / Nelson to approve the Consent Calendar.

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<td>Paul Selsky</td>
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Board Totals: Ayes: 4 Nays: 0 Absent: 0 Abstain: 1

Motion Carried: ✓

ACTION CALENDAR:

6. **Award Professional Services Agreement for On-Call Hydraulic Modeling Support for Fire flow Analyses and Periodic Maintenance Updates for Geographic Information System (GIS) and Hydraulic Modeling to Dominechelli and Associates Inc.**

Staff recommends the Board approve awarding the GIS, Hydraulic Modeling and Fire flow Analysis Professional Services Agreement to Domenichelli and Associates Inc.

Discussed with Board

M/S Greenwood / Selsky to approve the awarding of the professional services agreement for on-call hydraulic modeling support for fire flow analyses and periodic maintenance updates for GIS and hydraulic modeling to Dominechelli and Associates, Inc. as recommended.

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<td>Paul Selsky</td>
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Board Totals: Ayes: 5 Nays: 0 Absent: 0 Abstain: 0

Passed Unanimously: ✓

7. **Award Professional Services Agreement for Corp Yard Well to GEI Consultants Inc.**

Staff recommends the Board approve awarding the Professional Services agreement for Corp Yard Well to GEI Consultants Inc.

Discussed with Board

M/S Selsky / Davis to approve the awarding of the professional services agreement for the corp yard well to GEI Consultants Inc. as recommended.

Director Selsky Commented
President Emmerson Commented

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<td>Paul Selsky</td>
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Board Totals: Ayes: 5 Nays: 0 Absent: 0 Abstain: 0

Passed Unanimously: ✓
8. **Additional Remediated Groundwater Transfer Agreement with Aerojet Rocketdyne Inc. (Aerojet)**

Staff recommends the Board approve the recommendations for the Additional Remediated Groundwater Transfer Agreement with Aerojet.

Discussed with Board

M/S Emmerson / Greenwood to approve the additional remediated groundwater transfer agreement with Aerojet as recommended.

Director Selsky Commented
Josh Horowitz Commented

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<td>Paul Selsky</td>
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Board Totals: Ayes: 5 Nays: 0 Absent: 0 Abstain: 0

Passed Unanimously: ✓

9. **Resolution 07202021-1 – A Resolution Amending District Regulation Series 3000 - Administrative Operations**

Staff recommends that the Board approve Resolution 075202021-1 – A Resolution Amending the District’s Regulation Series 3000 - Administrative Operations.

Discussed with Board
Josh Horowitz Commented

M/S Nelson / Greenwood to approve the Resolution amending District regulation series 3000 – Administrative Operations recommended.

Discussed with Board
Josh Horowitz Commented
President Emmerson Tabled Item to be brought back with Board’s requested changes.

10. **Resolution 07202021-2 – A Resolution Amending Directors’ Policies 9050 Membership Association List – Advisory Body Meetings, and 9060 Directors’ Compensation and Expense Reimbursement**

Staff recommends that the Board approve Resolution 07202021-2 – A Resolution Amending Directors’ Policies 9050 Membership Association List – Advisory Body Meetings, and 9060 Directors’ Compensation and Expense Reimbursement.

Discussed with Board
Josh Horowitz Commented

President Emmerson Tabled Item to be brought back with Board’s requested changes

11. **Resolution 07202021-3 – A Resolution Amending District Policy 3000 – Conflict of Interest Code**

Staff recommends that the Board approve Resolution 07202021-3 – A Resolution Amending District Policy 3000 – Conflict of Interest Code.

Discussed with Board
Josh Horowitz Commented
M/S Greenwood / Nelson to approve the additional remediated groundwater transfer agreement with Aerojet as recommended.

Director Davis Commented
Josh Horowitz Commented

Mark Emmerson
Aye ✓ Nay □ Absent □ Abstain □

Jeff Nelson
Aye ✓ Nay □ Absent □ Abstain □

Ron Davis
Aye ✓ Nay □ Absent □ Abstain □

Ron Greenwood
Aye ✓ Nay □ Absent □ Abstain □

Paul Selsky
Aye ✓ Nay □ Absent □ Abstain □

Board Totals: Ayes: 5 Nays: 0 Absent: 0 Abstain: 0

Passed Unanimously: ✓

STAFF REPORTS:

12. Water Loss Report
   Discussed with Board

13. Water Transfer Agreements
   Discussed with Board

   Discussed with Board

15. Annual Unfunded Accrued Liability (UAL) Lump Sum Prepayment for FY 2021-22
   Discussed with Board

16. General Manager and District Activity Report – June 2021
   Discussed with Board

17. Director’s Expense Reimbursement Summary – June 2021

GENERAL CORRESPONDENCE/INFORMATION:

18. Carmichael Times – CWD Implements Drought Stage 2 Contingency Plan
   Discussed with Board

19. Regional Water Authority American Rescue Plan Act of 2021 Presentation Information

20. News Articles

21. Director’s Written and/or Oral Reports

   Director Greenwood
   a. Regional Water Authority Meeting

   Director Nelson:
   a. 2x2 Adhoc Committee Meeting with Sacramento Suburban Water District
   b. Georgetown Water District General Manager Position

   Director Selsky:
   a. Water Quality Testing Report Outreach

   Director Davis:
   a. Association of California Water Agencies Region 4 Vacant Position

   Director Emmerson: No Report

ADJOURNMENT: President Emmerson adjourned the meeting at: 9:59 p.m.
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<td>Leaf &amp; Cole, LLP</td>
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<td>Mark Kleinman</td>
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<td>Outreach - Printing &amp; Mailing &amp; Postage</td>
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<td>Network Design Associates, Inc.</td>
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<td>Patron Trucking Inc.</td>
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<td>Placer Electric Inc.</td>
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<td>Planet Paving &amp; Grading</td>
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<td>Pollardwater</td>
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<td>Rawles Engineering, Inc</td>
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<td>Sacramento County Utilities</td>
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# CARMICHAEL WATER DISTRICT
## PAID EXPENDITURES REPORT
### JULY 2021

<table>
<thead>
<tr>
<th>Payee</th>
<th>Description</th>
<th>Payments</th>
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<tr>
<td>Sierra Office Supplies</td>
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<tr>
<td>SMUD</td>
<td>Power</td>
<td>129,010.35</td>
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<tr>
<td>Staples</td>
<td>Office Supplies</td>
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<td>Telstar Instruments, Inc.</td>
<td>Ladera Well Electrical/WTP Supplies</td>
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<td>Univar USA Inc.</td>
<td>WTP Chemicals/Supplies</td>
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<tr>
<td>West Yost Associates</td>
<td>GIS Modeling &amp; Fireflow</td>
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**Check Register Total**  
1,198,835.79

| Payroll                       | Employee Wages               | 185,845.25 |

**Total Paid Expenditures**  
1,384,681.04
CARMICHAEL WATER DISTRICT
RESOLUTION 08172021-1
A RESOLUTION AMENDING
THE DISTRICT’S REGULATION MANUAL
SERIES 3000 – ADMINISTRATIVE OPERATIONS

BE IT RESOLVED by the Board of Directors of the Carmichael Water District (District) as follows:

Regulations as attached hereto are hereby amended and added to the District’s Regulation Manual effective August 17, 2021.

Series 3000 – Administrative Operations
3000 – Rate Schedule
3010 – Expense Authorization
3020 – Procurement of Goods, Services, and Capital Projects
3030 – Employee Recognition and Retention Expense Policy

Existing resolutions in conflict with this resolution are hereby repealed.

PASSED AND ADOPTED by the Board of Directors by the following vote:

Mark Emmerson  Aye  Nay  Absent  Abstain
Jeff Nelson  Aye  Nay  Absent  Abstain
Ron Davis  Aye  Nay  Absent  Abstain
Ron Greenwood  Aye  Nay  Absent  Abstain
Paul Selsky  Aye  Nay  Absent  Abstain

Board Totals:  Ayes:  Nays:  Absent:  Abstain:

Passed Unanimously:  
Motion Carried:  
Motion Not Carried:  

Signed after its passage this 17th day of August, 2021:

_____________________________
Mark Emmerson, President
Board of Directors

_____________________________
ATTEST:  Cathy Lee, Secretary
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MEMO

TO: Board of Directors
FROM: Waqas Hassan, Finance Manager
       Josh Horowitz, Special Counsel
       Cathy Lee, General Manager
DATE: August 13, 2021
RE: Resolution 08172021-1 – A Resolution Amending the District’s Regulation Manual Series 3000 – Administrative Operations

Summary:
Staff and Special Counsel are reviewing the District’s regulations, policies, and Directors’ polices to revise them for clarity and updates consistent with the existing statutes and regulations. Series 3000 – Administrative Operations include expenditure of District funds, which is one of the most important internal procedures. The table below outlines the changes include in this update.

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Existing Version</th>
<th>Proposed Version</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>3000</td>
<td>Rate Schedule</td>
<td>Redlined</td>
<td>Updated Clean Copy</td>
<td>Revised/Updated Current Regulation</td>
</tr>
<tr>
<td>3010</td>
<td>Expense Authorization</td>
<td>Redlined</td>
<td>Updated Clean Copy</td>
<td>Revised/Updated Current Regulation</td>
</tr>
<tr>
<td>3020</td>
<td>Purchasing</td>
<td>Replaced</td>
<td>New</td>
<td>Replaced with New Regulations</td>
</tr>
<tr>
<td>3020</td>
<td>Procurement of Goods, Services, and Capital Projects</td>
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<td>New</td>
<td>New Policy</td>
</tr>
<tr>
<td>3030</td>
<td>Expression of Sympathy</td>
<td>Replaced</td>
<td>None</td>
<td>Replaced with New Regulations</td>
</tr>
<tr>
<td>3030</td>
<td>Employee Recognition and Retention Expense Policy</td>
<td>None</td>
<td>New</td>
<td>New Policy</td>
</tr>
</tbody>
</table>

Recommendation:
Staff recommends that the Board approve Resolution 08172021-1 – A Resolution Amending the District’s Regulation Manual Series 3000 – Administrative Operations.

Attachments:
1. Redlined: Regulation Series 3000 – Rate Schedule
2. Updated: Regulation Series 3000 – Rate Schedule
4. Updated: Regulation Series 3010 – Expense Authorization - Petty Cash
5. Strikethrough & Replaced: Regulation Series 3020 – Purchasing
7. Strikethrough & Replaced: Regulation Series 3030 – Expression of Sympathy
8. New: Regulation Series 3030 – Employee Recognition and Retention Expense Policy
CARMICHAEL WATER DISTRICT
Regulations Manual

REGULATION TITLE: Water Rate Schedule

REGULATION NUMBER: 3000

3000.00 The purpose of this regulation is to provide the current water rate schedule. The rate schedule is separately approved by the Board of Directors by ordinance or resolution and the current schedule is attached to this regulation when updated.

3000.10 The attached schedule shows the Carmichael Water District water rates currently in effect.

3000.11 See attached schedule.
CARMICHAEL WATER DISTRICT
Regulations Manual

REGULATION TITLE: Water Rate Schedule

REGULATION NUMBER: 3000

3000.00 The purpose of this regulation is to provide the current water rate schedule. The rate schedule is separately approved by the Board of Directors by ordinance or resolution and the current schedule is attached to this regulation when updated.

3000.10 The attached schedule shows the Carmichael Water District water rates currently in effect.
REGULATION TITLE: Expense Authorization Use of Petty Cash Fund for District Expenditures

REGULATION NUMBER: 3010

3010.10 The purpose of this regulation is to provide the guidelines to the Carmichael Water District’s (“District”) staff regarding the Expense Authorization Regulation General Manager concerning the establishment and administration of a petty cash fund (“Fund”) to pay for certain expenses incurred for the operation of the District.

3010.20 All purchases made for the District by staff shall be authorized by the General Manager, Assistant General Manager, or other exempt staff for Finance Director and shall be in conformance with the approved District budget. All such expenses will be publicly reported to the Board in the appropriate periodic financial reports prepared by management.

3010.320 A "petty-cash" Fund shall be established and maintained in by the District’s Finance Director with a maximum office having a balance-on-hand maximum of one thousand five hundred dollars ($1,500.00).

3010.321 Petty cash from the Fund may be advanced upon approval by the General Manager or Finance Director to a District staff employee. The employee shall make the request on a written disbursement request form signed by the employee and his or her supervisor. The request and the execution of a receipt for same, shall identify purpose of the items or services to be procured and their purpose relating to District business. After said item or service has been obtained, the employee shall submit a receipt for same shall be submitted the expenditure and any unexpended portion of the funds advanced to the Finance Director or his/her designee to the responsible employee, and any remaining advanced funds shall be returned. The maximum petty cash advance from the Fund shall be five hundred dollars ($500.00). Any exception to maximum petty cash advance requires authorization by the General Manager or designee for District operations by any employee in excess of $500.00 shall be made in accordance with the District’s purchasing regulation.

3010.322 No personal checks shall be cashed in the petty-cash Fund, nor shall the Fund be used for any personal expenses.

3010.323 The petty cash fund shall be included in the District’s annual independent accounting audit shall include a procedure to audit the Fund.
3010.430 Whenever an employee of the District incurs an "out-of-pocket" expenses for items or services appropriately directly relating to District business operations costing $500 or less, he or she may submit a written request for reimbursement from the Fund. The reimbursement request shall be signed by the employee and his/her supervisor and be accompanied as verified by valid receipts and any work order or other validating documentation. Upon approval of the reimbursement request by the Finance Director, the employee will be reimbursed, said expended cash shall be reimbursed upon request from the District's petty cash Fund.

3010.540 All petty cash disbursements require completion of a disbursement form with authorized signatures and approvals.
REGULATION TITLE: Use of Petty Cash Fund for District Expenditures

REGULATION NUMBER: 3010

3010.10 The purpose of this regulation is to provide guidelines to the Carmichael Water District’s (“District”) General Manager concerning the establishment and administration of a petty cash fund (“Fund”) to pay for certain expenses incurred for the operation of the District.

3010.20 All purchases made for the District by staff shall be authorized by the General Manager, or Finance Director and shall be in conformance with the approved District budget. All such expenses will be publicly reported to the Board in the appropriate periodic financial reports prepared by management.

3010.30 The Fund shall be established and maintained by the District’s Finance Director with a maximum balance of $1,500.00.

3010.31 Cash from the Fund may be advanced upon approval by the General Manager or Finance Director to a District employee. The employee shall make the request on a written disbursement request form signed by the employee and his or her supervisor. The request form shall identify the items or services to be procured and their purpose relating to District business. After the item or service has been obtained, the employee shall submit a receipt for the expenditure and any unexpended portion of the funds advanced to the Finance Director or his/her designee. The maximum cash advance from the Fund shall be $500.00. Any expenditures for District operations by any employee in excess of $500.00 shall be made in accordance with the District’s purchasing regulation.

3010.32 No personal checks shall be cashed in the Fund, nor shall the Fund be used for any personal expenses.

3010.33 The District's annual independent accounting audit shall include a procedure to audit the Fund.

3010.40 If an employee incurs an "out-of-pocket" expense for items or services directly relating to District operations costing $500 or less, he or she may submit a written request for reimbursement from the Fund. The reimbursement request shall be signed by the employee and his/her supervisor and be accompanied valid receipts and any work order or other validating documentation. Upon approval of the reimbursement request by the Finance Director, the employee will be reimbursed from the Fund.
REGULATION TITLE: Purchasing

REGULATION NUMBER: 3020

3020.10 The purpose of this regulation is to provide the guidelines to Carmichael Water District (District) staff regarding the Purchasing Regulation.

3020.20 To purchase small items, such as office supplies, auto parts, and other miscellaneous items costing less than five hundred dollars ($500.00), vendors will be asked to submit pricing information or may be searched online for best availability and/or price matching.

3020.21 District accounts are then awarded to those firms that provide the best prices, discounts, payment terms, etc.

3020.22 Acquisitions are processed via purchase order forms.

3020.23 Purchase orders must be approved by the department supervisor or other exempt personnel.

3020.24 Such purchases shall be in conformance with the approved District budget.

3020.30 To purchase items or services costing more than five hundred dollars ($500.00) but less than twenty-five thousand dollars ($25,000.00), annual Request for Bid/Quotations will be solicited.

3020.31 Request for Bid/Quotation is to be sent to a minimum of three (3) vendors if possible and responses received by telephone, fax, email, or mail prior to the deadline stipulated in the Request for Bid/Quotation.

3020.32 For large quantity orders, including vehicles, the District will provide suppliers with a list of items to be purchased.

3020.33 Purchases for goods or services shall normally be awarded to the lowest, priced, qualified, responsible bidder. Items on the list will be purchased from the supplier quoting the lowest prices and having an acceptable delivery date.

3020.34 Award of the Bid/Quotation to the vendor will be via purchase order which must be approved by the department supervisor or other exempt personnel.
3020.35 For items costing more than five hundred dollars ($500.00) but less than twenty-five thousand dollars ($25,000.00), the annual Request for Bid/Quotations will be implemented unless there is sufficient sole-source justification and then only with prior approval of the General Manager or Assistant General Manager.

3020.36 Such purchases shall be in conformance with the approved District budget.

3020.40 To purchase items costing more than twenty-five thousand dollars ($25,000.00), the formal bid process (Request for Proposal) will be implemented.

3020.41 Request for Proposal will be for three (3) distinct categories:
   a. Vendors;
   b. Professional Services; and,
   c. Construction/Infrastructure.

3020.42 The Request for Proposal is to be advertised in an appropriate publication (based on the type of proposal) for three (3) non-consecutive days.

3020.43 Award of Request for Proposal shall normally be to the lowest priced, qualified, responsible bidder.

3020.44 For items costing more than twenty-five thousand dollars ($25,000.00) and/or work outside of the original scope of a services contract, the formal bid process will be implemented unless there is sufficient sole-source justification, purchaser has completed the sole-source request form (Regulation 3020 Purchasing—Appendix A) and then only with prior approval of the General Manager or Assistant General Manager.

3020.45 Such purchases shall be in conformance with the approved District budget.

3020.50 In the case of an emergency affecting public health and safety or operations of the District, the General Manager has authority to purchase necessary goods or services in order to resume service or maintain operation of the District.

3020.51 A full accounting of such emergency expenditures by the General Manager will be reported to the Board of Directors (Board) at the next regular Board meeting.

3020.52 The budget and/or reserve adjustment recommendation of the General Manager will be presented to the Board for discussion and approval.
REGULATION TITLE: PROCUREMENT OF GOODS, SERVICES, AND CAPITAL PROJECTS

REGULATION NUMBER: 3020

3020.10 PURPOSE
The purpose of this Regulation is to establish and implement purchasing policies and procedures for procuring the appropriate quality goods, supplies, and materials, general and professional services, and the construction of capital facilities required to operate the Carmichael Water District (“District”) at the lowest possible cost. This policy is also adopted to ensure appropriate financial oversight and control over procurement of goods, services, and capital projects, to clearly define authority for the purchasing function, and to assure the quality of purchases in accordance with the rules and regulations of the District, Government Code sections 54202 and 54204, Public Contract Code sections 20560 to 20570, and other applicable laws.

3020.20 POLICY
3020.20.1 Authority
The General Manager has been granted the authority and the responsibility for procurement of all materials, equipment, supplies, general and professional services, and capital projects necessary for operation of the District. As provided in this regulation, the General Manager may delegate to other District officers and employees the authority to make purchases, approve contracts and perform other duties in accordance with this regulation. The Finance Manager shall assist the General Manager with the administration of this regulation and oversee and report to the Board and General Manager on the expenditures made in compliance with the annual budget authority provided for all authorized expenditures.

To the extent of the delegation of the General Manager and this regulation, each department manager or superintendent is responsible for the enforcement of these policies and procedures within their respective areas of authority. Department managers and superintendents are responsible for complying with this regulation in making all departmental purchases on behalf of the District.
3020.20.2  Policy Statement and Goals
The District will make every effort to obtain goods, services, and capital projects of the kind and quality appropriate for District operations at the best possible price. All procurement procedures will be conducted in a fair and impartial manner with the avoidance of any impropriety or bias. All District procurements of goods, services, and capital projects shall be made in accordance with this regulation.

Unless a budget appropriation has been made for a proposed procurement of goods, services, or capital project, District staff may not obligate the District for such expenditures. The General Manager and each department manager or superintendent has the responsibility of reviewing the budget availability prior to initiating a procurement and ensuring the proposed procurement is within the applicable annual budget. If the goods, services, or project is not within the annual budget authority approved by the Board of Directors, then a budget reallocation or supplementation must be requested by the General Manager or Finance Manager. The sole exception is for emergency procurements as defined in Section 3020.50 of this regulation, in which case the General Manager may temporarily expend funds necessary to address the emergency until such time as the Board is able to meet and provide approval for the expenditures and any additional appropriations required to address the emergency.

3020.20.3  Monitoring and Compliance
The General Manager and Finance Manager shall implement, monitor, and enforce this regulation. In the event an employee becomes aware of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the General Manager. Violations of this policy are subject to disciplinary action pursuant to Policy 6070 – Code of Conduct.

3020.30  PROCUREMENTS USING GRANTS AND LOANS.
All procurements which utilize federal or state funds must be conducted in compliance with the requirements of the funding agreement and this regulation, to the extent it does not conflict with the terms of the funding agreement. It is the responsibility of the department administering the grant or contract to follow all such requirements.

3020.40  EMERGENCY PURCHASES
In case of an emergency as defined in Public Contract Code section 1102, the General Manager is authorized to make and approve necessary expenditures in the open market or through the Internet in accordance with the procedures provided in Public Contract Code section 22050. The General Manager shall use his or her best efforts to first obtain the consent (which may be verbal with appropriate documentation or via e-
mail) of at least two Board members prior to making the expenditure. Expenditures approved under this section do not require prior Board approval and may be made without complying with comparative pricing or bidding requirements. The General Manager thereafter must promptly report to the Board concerning the type and amount of the expenditure and the emergency circumstances warranting the expenditure. Expenditures that ordinarily would require Board approval pursuant to this policy shall be subject to ratification by the Board at its next meeting. If a budget amendment or reallocation is required to fund the expenditure, the General Manager also shall request this approval at the same board meeting.

3020.50 PROCUREMENT DELEGATIONS

For budgeted, non-emergency procurements up to $75,000 per year per vendor, the General Manager will have the authority to make the procurement without prior authorization of the Board of Directors. The General Manager may delegate procurements of goods or services as shown in the following tables, or may require that any procurement be conducted under his/her direct authority. The following tables provide a general delegation of procurement authority within District management, including the general maximum delegated spending authority for the procurement of goods and supplies, general services, professional or design services, and capital expenditures. The tables also provide for the normal procurement process, documentation, and approval authority, although the General Manager or Board reserve the right to determine and direct that a different process, documentation, or approval requirement applies to a specific procurement. The procurement maximums apply to aggregate purchases per year per vendor. For example, a purchase of 10,000 screws for $1 each, the aggregate price is $10,000, not the individual price of $1. Purchase orders or agreements may not be split to avoid following these procurement maximums. The Finance Manager will strictly monitor these requirements. The Finance Manager, under the authority of General Manager, has the authority to question all purchases including the vendor selection. All expenditures will be reported to the Board at the next regular meeting following the occurrence of a procurement.
<table>
<thead>
<tr>
<th>Amount</th>
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<th>Document Required</th>
<th>Approving Authority</th>
</tr>
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<tr>
<td>Over $75,000</td>
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<td><strong>Professional Services</strong></td>
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<td>Professional Services Agreement</td>
<td>District Board</td>
</tr>
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<td><strong>Public Works (Capital) Projects</strong></td>
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</tr>
<tr>
<td>Over $75,000</td>
<td>Formal (Bid)</td>
<td>Long Form Public Works Construction Contract</td>
<td>District Board</td>
</tr>
</tbody>
</table>

3020.60 GENERAL PROCUREMENT REQUIREMENTS

3020.60.1 Purchases under this regulation may be made by negotiation, requests for proposals or qualifications or competitive bid at the General Manager’s discretion, provided that the method chosen is reasonable, free from bias or favoritism, and ensures that the goods or services are procured from a responsible vendor at a price that is fair to the District and its ratepayers.

3020.60.2 Regardless of monetary or other limitations specified in this section, the Board of Directors may, at its discretion, direct the manner in which a specific purchase will be made.
3020.60.3 All procurements of goods, services, and capital projects shall be documented in writing by requisition, purchase order, or agreement. When a written agreement is executed for a procurement, it shall be on a District form of agreement prepared by the District unless otherwise approved by the General Manager. The General Manager shall consult with legal counsel as necessary in preparing and executing such agreements.

3020.60.4 The District shall pay any sales, use, and other taxes when required by State or Federal law.

3020.60.5 Whenever possible, the District will contract to pay for goods, services, and capital projects by submittal of invoices from the vendor, consultant, or contractor. Invoices will be submitted to the General Manager or his/her designee. Once goods, services, or project work rendered to the District have been confirmed to be acceptable and an appropriate invoice has been received, the District shall process the invoice, obtain the necessary approvals, and make payment within 30 days of receipt of invoice. If the invoice received is not approved, the District will provide notification of the deficiencies to the vendor, consultant, or contractor within two weeks of receipt of the disputed invoice and work expeditiously to resolve the dispute.

3020.60.6 Each department and the Finance Director shall retain complete records of all procurements proposed and made for the District as provided in this regulation and consistent with the period designated in the District’s records management policy and retention schedules.

3020.60.7 The General Manager may establish one or more impress (cash) accounts for the purposes of paying vendors or reimbursing employees for District expenditures of materials or trade services costing less than $500. Appropriate controls and procedures will be established by the General Manager or his/her designee. A petty cash fund that may be used in the implementation of this regulation has been established in Regulation 3010.

3020.60.8 The District shall do business only with vendors, consultants, and contractors which hold the required licenses, permits, and approvals necessary to conduct business in their field, and which maintain appropriate types, limit, and quality of insurance coverage. The purchase order or agreement shall specify the requirements for the particular procurement, and the District employee initiating the procurement shall ensure that all requirements are satisfied prior to making any payments on the purchase order or agreement.
3020.60.9 As used in this regulation, the term “procurement” or “purchase” means the purchase, lease, or rental of goods, materials, supplies, equipment, and general services. “General services” includes work and service performed by skilled tradespersons, technicians, and other service providers under agreement or purchase order. Examples include facility and equipment maintenance, security services, installation of equipment and furnishings, tree trimming, and janitorial services. “Professional services” means services performed under agreement by engineers, architects, land surveyors, geologists, and other licensed professionals in furtherance of capital and public projects, and other professional services such as accountants and medical professionals.

3020.60.10 All District purchases shall be made for District purposes only. District employees are prohibited from using District resources of any kind for personal gain or use. Violations of this policy are subject to disciplinary action pursuant to Policy 6070 – Code of Conduct.

3020.60.11 Employees who are responsible for recommending or purchasing goods and services shall not have any personal relationships with the vendors.

3020.70 PROCUREMENT PROCEDURES FOR GOODS AND SERVICES

3020.70.1 Purchases of Goods and General Services under $5,000:

1. With the prior approval of a manager or superintendent, employees may be delegated to directly make a purchase of goods, supplies or equipment based on the approval authority outlined above (including shipping and taxes) for use in their department in accordance with the procedures provided in this section.

   a) All purchases made by an employee must be approved in advance by a department manager or superintendent, and a purchase order issued prior to any authorized expenditure for goods or services.

   b) Procurement of supplies or materials may be made in advance with cash upon compliance with Regulation 3010.

   c) Procurements made using a District purchasing card must follow the procedures stated in this section, including advance authorization and use of proper supporting documentation.

   d) Unless otherwise waived or authorized, all procurements must be made using a District purchase order (PO).

      i. A request for issuance of a PO will be initiated on a “requisition form” completed by the designated employee and approved by the employee’s manager or superintendent. Any procurement of goods initiated by a manager or superintendent shall be
approved by the General Manager or Finance Manager. The requisition form shall state the vendor, goods to be procured, and the total dollar amount of the purchase. This form shall be kept on file by the department in accordance with Section 3020.70.6 of this regulation.

ii. All purchases must be approved by the department manager or superintendent, and the requisition form must be signed by the employee and manager or superintendent. A purchase order will then be authorized for issuance by the department manager or superintendent and a copies of the purchase order filed in the department and sent to the Finance Manager.

iii. If a vendor or consultant will invoice the District for the goods or services, the invoices will be sent directly to the Finance Department. If the goods will be paid for in advance by purchasing card, warrant or in cash, the employee in charge of the procurement will provide invoices, receipts, packing slips, or other evidence of the purchase received with direct delivery of purchased goods to the Finance Department promptly after payment is made. The Finance Department will process payment for these items.

2. Purchases of General Services for on-site repair and/or maintenance of District facilities or equipment up to $5,000 shall be made using the same procedures as for procurements of goods, except as noted below.

a) The costs of on-site services may not be charged on a department purchasing card.

b) All purchase orders or agreements for services must require vendors and consultants to provide proof of required licenses and insurance, and provision of tax information before the vendor or consultant may begin work

3020.70.2 Purchases of Goods and General Services Over $5,000 and Up to $15,000:

1. Purchases of goods and general services that exceed $5,000 up to $15,000 must be initiated by a department manager or superintendent and approved by the Finance Manager or General Manager.

2. Purchases of goods and services for more than $5,000 and up to $15,000 will, whenever possible, be based on at least three verbal or written quotes obtained by the department manager or superintendent, or a designee, and presented in writing to the Finance Manager or General Manager together with a requisition form or purchase request providing the details of the proposed procurement.
Written quotes may be documented by a facsimile, electronic mail, or written proposal submitted by a vendor, or by a printout from the vendor’s website. The department manager or superintendent will document verbal quotes by submitting a written report of the quote showing the specifics of the quote, day and time that the quote was received, and a statement of the period for which the quote remains valid.

3. The department manager or superintendent proposing the expenditure shall submit the requisition form and a quotation worksheet with the name and contact information of the recommended vendor, and all supporting documentation. This documentation will be signed by the manager or superintendent and submitted to the Finance Manager. Supporting documentation shall include competitive price quotes obtained, names of vendors contacted, description of the items required, and the purchase order or agreement for procuring the goods or services. The Finance Manager shall review the recommendation and supporting documentation for approval.

4. Department and the Finance Manager shall keep records of all open purchase orders and agreements and all solicitations for quotes in accordance with Section 3020.70.6 of this regulation.

5. If no responsive quotations are received after inviting quotations under this section, the manager or superintendent proposing the procurement shall request that the Finance Manager approve an open-market purchase or sole source hiring of a service provider. Upon receipt of the Finance Manager’s written approval, the manager or superintendent may proceed with the procurement.

3020.70.3 Purchases of Goods and General Services for Over $15,000 Up to $75,000

1. All purchases of goods and general services will occur only with the direct approval of the General Manager. A procurement of goods or general services costing between $15,000 up to $75,000 inclusive of all costs of goods or services, shipping, taxes, and other expenses may be initiated directly by the General Manager or by a department manager or superintendent. If the procurement is initiated by the General Manager, the Finance Manager will approve and sign the requisition form. If initiated by a department manager or superintendent, the General Manager shall approve and sign the form.

2. Generally all such procurements in this cost range will be by written quotes and require a written agreement, unless otherwise approved by the General Manager.
3. Except as otherwise provided above, the procurement will be conducted in accordance with the procedures provided in Section 3020.80.2.

3020.70.4 Purchases of Goods and General Services for more than $75,000

1. Procurements of goods and general services exceeding $75,000 require a formal bid process to be conducted by the General Manager or designee, and approval of the Board of Directors.

2. Requesting department will prepare and keep on file a Request for Bid or Proposal, which will include a Bid Notice or Request for Proposals, including a proposed agreement or purchase order prepared by the District which states the general terms and conditions, insurance requirements, scope of work or items to be purchased, and any necessary detailed specifications and drawings.

3. Prior to publication of the bid notice or request for proposals, the requesting department will provide the documentation for the proposed procurement to the General Manager for approval and preparation of the agenda item for Board approval at the next available public board meeting.

4. If the Board approves the procurement, the General Manager shall provide the approved agreement to the Finance Manager for final processing and execution by the District and vendor, consultant or contractor.

3020.70.5 Procurement of Professional Services:

Professional services will be procured through competitive or noncompetitive negotiations at the discretion of the General Manager. The District will use its form of professional services agreement for all such procurements, unless waived by the General Manager. The General Manager may award agreements for professional services in an aggregate amount of $75,000 or less when funded in the current annual budget, and the Board shall approve all such agreements totaling more than $75,000 in cost or when not budgeted for in the current annual budget.

1. A proposal to enter into a professional services agreement may be initiated by the General Manager or any department manager or superintendent. If initiated by a department manager or superintendent, he or she shall prepare a memorandum to the General Manager describing the type of services, need, estimated cost, and identify the appropriate budget category to be used to fund the work, and attaching any additional documentation justifying the need for the work and manner proposed for procuring and conducting it. If initiated by the General Manager, he or she shall prepare the memorandum. If the proposal must be approved by the Board, this documentation will be used to generate the agenda materials for such approval.
2. A professional services procurement will be conducted by a formal or informal invitation process as determined by the General Manager, taking into account the type and complexity of the services sought, the cost, and number and qualifications of consultants or firms that do work of the kind to be procured.

3. If the solicitation for professional services will be by informal process, that process will be conducted by soliciting proposals directly from one or more consultants as approved by the General Manager using the criteria provided in paragraph 1 above. If the solicitation will be by formal bidding, the following process will be used:

c) A request for proposals or qualifications (RFP/RFQ) will be prepared, which describes the scope of services requested and identifies all of the significant evaluation factors, including consultant qualifications, elements of a valid proposal, cost, and basis for ranking proposals.

d) The RFP/RFQ shall state the date and time by when sealed proposals must be submitted and the form of the responses.

e) Written proposals, qualifications and/or quotations responding to an RFP shall be attached to the RFP. Additional information/quotations received by telephone calls are to be described and attached to the RFP.

f) The most qualified and responsive offeror will be selected for contract negotiation. If agreement cannot be reached with the first choice offeror, the second choice offeror (and then the third, and so on) will be contacted, with the first choice offeror (or other offerors, in order) dismissed from further consideration on that particular project.

4. The General Manager or designee shall document the scoring of all submitted proposals in writing and prepare a memorandum or other writing describing the basis for selecting the winning proposal. This documentation will be retained in the project file for the retention period provided in the District’s records management policy and schedules.

5. Consultants selected in an RFP/RFQ process must execute a professional services agreement on a form prescribed by the District. The proposed professional services agreement must be attached to the RFP/RFQ and any exceptions to the form of agreement must be identified by each consultant submitting a response, and the District may reject, accept or negotiate any such exceptions with the consultant, at the District’s sole discretion.
6. All professional services agreements submitted to the Board for approval must be accompanied by a staff report providing sufficient background analysis to support the recommendation for approval.

3020.80  PUBLIC WORKS (CAPITAL) PROJECTS
Per Public Contract Code (PCC) section 20560-20570, irrigation districts are required to formally bid public works projects that are funded by bonds or limited (special purpose) assessments. Any projects funded by rates, grants, or loans are not subject to the PCC statutes unless stated otherwise. Public Works contracts shall adhere to fund source bidding requirements if applicable.

3020.90  EXCEPTIONS
The General Manager or the Board as appropriate may waive the quotation or bidding requirements and procedures for purchasing goods, general services, or professional services in any of the following circumstances:

3020.90.1  In an emergency in accordance with Public Contract Code section 22050 and Section 3020.50 of this regulation.

3020.90.2  Sole Source Procurement. If procurement of goods and services by competitive quotation or bidding would disadvantage the District in terms of quality of goods or services, the District may benefit from waiving required competitive sourcing requirements and negotiating for goods or services with a single service provider or vendor. Examples of such situations include (a) selecting a consultant or service provider based on unique experience, ability, and/or knowledge; (b) purchasing replacement equipment parts where doing so from other than the original equipment manufacturer or other select manufacturer could adversely impact a warranty or ongoing maintenance; (c) purchasing new or replacement equipment or work which must integrate with existing assets and where it is not reasonably available from a source other than the service provider or vendor who supplied the existing asset or where equipment or operations compatibility concerns compel a purchase from a particular manufacturer; or (d) software purchase, licensing and maintenance agreements, including related support services, for existing District software.

1. For budgeted procurements of goods and services up to $75,000, the General Manager may approve a request for sole sourcing. To make a waiver request, a justification shall be prepared by the requesting manager or superintendent explaining the reasons for requesting a waiver of the competitive procurement requirements, which shall be provided to the General Manager. At minimum, the justification shall address the economics, operating efficiencies, other advantages, and any legal considerations of using a sole source approach.
2. The General Manager shall review the justification and prepare a written reply to the requesting manager or superintendent indicating approval or disapproval of the request.

3. The manager or superintendent responsible for issuing a contract under an approved sole source request should ensure that a copy of the request/justification and General Manager’s reply is retained in the respective project file.

4. Any request for a sole source award exceeding $75,000 or in any amount not authorized in the current District budget shall be brought to the Board of Directors for approval.

I. REVIEW OF POLICY

This policy shall be reviewed and, if necessary, updated every two years to ensure compliance with all applicable laws.
REGULATION TITLE: Employee Recognition and Retention Expense Policy

Expression of Sympathy

REGULATION NUMBER: 3030

3030.10 This regulation sets forth the policy of the Carmichael Water District concerning discretionary employee recognition and retention-related expenses. The purpose of this policy is to promote employee morale, efficiency, initiative and retention. The policy is consistent with Article IV, section 17, Article XI, section 10 and Article XVI, section 6 of the California Constitution.

In the normal course of operations, the Board of Directors recognizes that District employees will achieve various milestones and other job-related successes for which recognition is both desirable and warranted. Additionally, other significant events may occur in the lives of employees during their term of employment with the District that also warrants recognition. Further, the recognition of such accomplishments and milestones can improve employee safety, morale and job performance. Because the District is a direct beneficiary of increased employee safety, morale and job performance, the Board of Directors desires to establish a process and authorize reasonable expenditures for employee recognition. The purpose of this regulation is to provide the guidelines to Carmichael Water District (District) staff regarding the Expression of Sympathy Regulation.

3030.20 The Board of Directors authorizes the General Manager to spend monies, not to exceed $100.00 per employee per year, for the following purposes:

1. Recognition of an Employee’s job-related achievement or superior performance.
2. Recognition of an Employee’s excellent attendance and/or exemplary safety record.
3. Recognition of an Employee’s superior customer service, outstanding teamwork, or exceptional efforts to display and exemplify the District’s mission and goals.
4. Recognition of an employment anniversary dates and retirements, birth of an employee’s child, and bereavement acknowledgments for the death of an employee or an immediate family member.
5. Recognition of other similar milestones, successes, achievements, or events as deemed appropriate by the General Manager and in accordance with applicable law.

Types of expenses authorized under this policy are for items such as: plaques, flowers, cards, refreshments, or other minor items. The General Manager shall have the discretion to purchase appropriate items including, but not limited to, flowers for expression of sympathy on behalf of the Carmichael Water District in the event of illness or death of a District employee, officer, or close family member of such employee or officer; or, in the event of illness or death of someone outside of the District, known by the General Manager and the staff, having had a close association and/or business relationship with the District.
This policy will be reviewed at least every two years. Further, this policy will be utilized in the District’s annual budgeting process. The Board of Directors (Board) of the Carmichael Water District finds that such purchases are appropriate and necessary to meet the District’s objective of maintaining good relations with the District’s employees and with other associated agencies. No individual expenditure for any such items shall exceed one hundred dollars ($100.00) without prior Board approval.
REGULATION TITLE: Employee Recognition and Retention Expense Policy

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5. Recognition of other similar milestones, successes, achievements, or events as deemed appropriate by the General Manager and in accordance with applicable law.

Types of expenses authorized under this policy are for items such as: plaques, flowers, cards, refreshments, or other minor items.

3030.30 This policy will be reviewed at least every two years. Further, this policy will be utilized in the District’s annual budgeting process.
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BE IT RESOLVED by the Board of Directors of the Carmichael Water District (District) as follows:

Policies as attached hereto are hereby amended and added to the Directors’ Policy Manual effective August 17, 2021.

Policy 9050 – Membership Association List-Advisory Body Meetings
Policy 9060 – Directors’ Compensation and Expense Reimbursement

Existing resolutions in conflict with this resolution are hereby repealed.

PASSED AND ADOPTED by the Board of Directors by the following vote:

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<thead>
<tr>
<th>Director</th>
<th>Aye</th>
<th>Nay</th>
<th>Absent</th>
<th>Abstain</th>
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<tbody>
<tr>
<td>Mark Emmerson</td>
<td>Aye</td>
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<tr>
<td>Jeff Nelson</td>
<td>Aye</td>
<td></td>
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<tr>
<td>Ron Davis</td>
<td>Aye</td>
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<tr>
<td>Ron Greenwood</td>
<td>Aye</td>
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<td>Paul Selsky</td>
<td>Aye</td>
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Board Totals: Ayes:  | Nays: | Absent: | Abstain: |

Passed Unanimously:  |
Motion Carried:      |
Motion Not Carried:  |

Signed after its passage this 17th day of August, 2021:

_____________________________  __________________________
Mark Emmerson, President      Cathy Lee, Secretary
Board of Directors
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TO: Board of Directors

FROM: Josh Horowitz, Special Counsel
Cathy Lee, General Manager

DATE: August 13, 2021

RE: Resolution 08172021-2 – A Resolution Amending the Directors’ Policies 9050 and 9060

Summary:
Staff and Special Counsel are reviewing the District’s regulations, policies, and Directors’ polices to revise them for clarity and updates consistent with the existing statutes and regulations. Updates to Directors’ Policy 9050 – Membership Association List – Advisory Body Meetings and Directors’ Policy 9060 – Directors’ Compensation and Expense Reimbursement include correct citation and references to statutes and clarification on procedures.

The table below outlines the changes included in this update.

<table>
<thead>
<tr>
<th>Directors’ Policy Manual</th>
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<tr>
<td>Number</td>
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<td>9050</td>
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<td>9060</td>
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Recommendation:
Staff recommends that the Board of Directors approve Resolution 08172021-2 – A Resolution Amending the Directors’ Policies 9050 and 9060.

Attachments:
1. Redlined: Directors Policy 9050 – Membership Association List – Advisory Body
2. Updated: Directors Policy 9050 – Membership Association List – Advisory Body
3. Redlined: Directors Policy 9060 – Directors’ Compensation and Expense Reimbursement
4. Updated: Directors Policy 9060 – Directors’ Compensation and Expense Reimbursement
POLICY TITLE: Membership Association List – Advisory Body Meetings

POLICY NUMBER: 9050

9050.10 Carmichael Water District (District) shall hold membership in national, state, and local associations that have applicability to the functions of the District. Association memberships are approved annually within the budget process.

9050.20 Membership Organizations
   a. Association of California Water Agencies (ACWA)
   b. ACWA/Joint Powers Insurance Authority (ACWA/JPIA)
   c. American Water Works Association (AWWA)
   d. California – Oregon Transmission Project (COTP)
   e. Groundwater Resources Association (GRA)
   f. Regional Water Authority (RWA)
   g. Sacramento Groundwater Authority (SGA)
   h. Water Education Foundation (WEF)
   i. Water Forums Successor Effort

9050.30 Representative Committee Assignments
   Meetings of the approved list of membership associations on which the District is officially represented, are attended by the representative or alternate of the Board of Directors (Board) who has been appointed to represent the District. Board Representatives and Alternates will be approved annually at the January Board meeting.

9050.430 Director Compensation for Meetings
   Meeting Compensation will be paid to Directors attending meetings as an authorized District representative or liaison to the membership organizations listed in Section 9050.20 in accordance with Policy 9060, Directors’ Compensation and Expense Reimbursement. Board representatives and alternates to the listed membership organizations will be appointed annually at the January board meeting.


POLICY TITLE: Membership Association List – Advisory Body Meetings

POLICY NUMBER: 9050

9050.10 Carmichael Water District (District) shall hold membership in national, state, and local associations that have applicability to the functions of the District. Association memberships are approved annually within the budget process.

9050.20 Membership Organizations
a. Association of California Water Agencies (ACWA)
b. ACWA/Joint Powers Insurance Authority (ACWA/JPIA)
c. American Water Works Association (AWWA)
d. California – Oregon Transmission Project (COTP)
e. Groundwater Resources Association (GRA)
f. Regional Water Authority (RWA)
g. Sacramento Groundwater Authority (SGA)
h. Water Education Foundation (WEF)
i. Water Forum Successor Effort

9050.30 Director Compensation for Meetings
Compensation will be paid to Directors attending meetings as an authorized District representative or liaison to the membership organizations listed in Section 9050.20 in accordance with Policy 9060, Directors’ Compensation and Expense Reimbursement. Board representatives and alternates to the listed membership organizations will be appointed annually at the January board meeting.
POLICY TITLE: Directors’ Compensation and Expense Reimbursement

POLICY NUMBER: 9060

9060.10 It is the policy of Carmichael Water District (District) to comply with the requirements of Government Code sections 53232 through 53232.4 concerning Directors’ Compensation and the payment of actual and necessary expenses incurred in the performance of official duties.

9060.20 Directors’ Compensation

9060.21 Amount of Compensation: Each member of the Board of Directors (Board) of the District will be entitled to receive compensation for each day’s attendance at meetings of the Board or for each day’s service rendered as a member of the Board by request of the Board, as provided in Section 9060.22. The amount of compensation paid for each day’s attendance at meetings or for each day’s service is provided in the Board’s “Ordinance Specifying the Compensation of Directors” (Ordinance) in effect at the time of attendance or service.

9060.22 Meetings For Which Types of Service for Which Director Compensation Will Be Provided: Compensation is authorized by statute for attendance at a meeting of an advisory body. Under the Ralph M. Brown Act (California Government Code Section 54950 et. seq.), an advisory committee encompasses where the Director is the representative for the District in attendance at another organization in the list of Membership in Associations according to Policy 9050 Membership Association List – Advisory Body Meetings (Policy 9050). Applicable law (Government Code section 53232.1) permits the District to compensate Directors for each day’s attendance at meetings of the Board, or for each day’s service rendered as a Director, subject to a written policy adopted in a public meeting. A Director can be compensated for up to 10 days per calendar month of service in accordance with the Board’s adoption of the Ordinance No. 02-01 consistent with Water Code section 20202. The District encourages Directors to take advantage of opportunities to be informed concerning matters of interest to the District, and to inform others of the activities and interests of the District. The General Manager or his/her designee will provide to the Board on a monthly basis a list of meetings attended by each Director for which the Director was compensated under this policy. Directors will be compensated for up to 10 days per calendar month for attending the following types of meetings or events:

a. Meetings of the Board and the Board of Directors of the Carmichael Water District Financing Corporation.

b. Meetings of Board-appointed committees, attended as a member of the committee.

c. Meetings of boards and committees of other governmental entities and membership associations listed Policy 9050 on which the District is officially represented, attended by the Board-appointed representative or alternate. The alternate will attend the meeting in the absence
of the representative. In cases when both the appointed representative and alternate attend such meetings, only the appointed representative will be compensated for attending.

d. Conferences, seminars, workshops and other events held within the State of California, State of Nevada, and within Washington D.C. that are sponsored by industry associations or nonprofit entities for the purpose of discussing relevant water and local government issues, including days while attending the conference, seminar, workshop, or event, and one travel day for transit to or from the conference, seminar, workshop, or event for necessary travel during normal business hours or on a weekend. Attendance at conferences, seminars, workshops, and events held outside the State of California, State of Nevada, or Washington D.C. will be approved by the Board on a case-by-case basis upon advance request of a Director.

e. Educational training, seminars, and courses designed to improve Directors’ understanding of District business and their obligations as public officials, including ethics training mandated under Government Code section 53235(a) and harassment prevention training under Government Code sections 53237.1 and 12950.1.

f. Meetings, water industry events, or office visits that arise during extreme conditions or that are time-sensitive concerning substantive District business (e.g., water shortage emergency, drought), as requested and approved for payment by the General Manager or the Board President.

g. Directors will be compensated for up to 5 sub-committee meetings per month of the RWA Executive Committee.

h. Compensation for attendance shall be submitted for the fiscal year within 30 days of the end of fiscal year.

9060.221 Committee Representatives will be compensated for attendance in meetings as Representatives of the District in:
Membership Association List according to Policy 9040; and
Regional Water Authority (RWA) Executive Director Board Meetings.

9060.23 Meetings For Which Compensation Will Not Be Provided: Directors will not be compensated for serving on sub-committees of other membership associations or sub-committees of the RWA Executive Director Board sub-committees.

9060.24 Meeting Compensation Request: A Director may request of the Board, and the Board may take action, to compensate a Director for attendance and reimbursement of expenses for conducting the business of the Board at any meeting not identified in this Policy, provided the request and action are taken in advance of the meeting and the request does not result in the requesting Director to be compensated for more than 10 days’ meeting attendance or days of service in the same month. Requests for compensation for attending authorized meetings shall be submitted within 30 days after the occurrence of the meeting. Government Code section 53232.3(c) requires Directors to publicly report on meeting attendance at the next Board meeting or the one immediately following that.

9060.25 Service for which compensation will be provided: Per Water Code section 20202, a Director can be compensated for up to 10 days per calendar month of service in accordance with the Board’s adoption of Ordinance. Government Code section 53232.1 permits the District to compensate Directors subject to a written policy adopted in a public meeting.
The General Manager will provide to the Board on a monthly basis a list of meetings attended by each Director for which the Director was compensated under this policy. Directors will be compensated (up to the maximum defined in the Ordinance in effect at the time of attendance or service rendered) for attending the following types of meetings:

a. **Legislative Body:**
   - Meetings of the Board of the District and the Board of Directors of the Carmichael Water District Financing Corporation;
   - Committee meetings of the District’s Board, attended as a member of the committee;

b. **Advisory Body:** Meetings of the approved list of membership associations according to Policy 9050 on which the District is officially represented, attended by the representative or alternate of the Board who has been appointed to represent the District. The alternate will attend the meeting in the absence of the representative. Only one member will be compensated for attending those meetings;

e. **Conference Activity:** Conferences, seminars, workshops and other events that are sponsored by approved industry associations or nonprofit entities for the purpose of discussing relevant water issues, including days while attending an approved conference, seminar, workshop or event. One travel day will be allowed for transit to or from the conference, seminar, workshop or event for necessary travel during normal business hours or on a weekend;

d. **Organized Educational Activity:** Educational training, seminars, and courses designed to improve Directors’ understanding of District business and their obligations as public officials, including ethics training mandated under Government Code section 53235(a) and harassment prevention training under Government Code section 12950.1; and

e. **Exceptions:** Meetings or water industry events that arise during extreme conditions or that are time sensitive concerning substantive District business (i.e., water shortage, drought, etc.) as requested and approved for payment by the General Manager, or the President of the Board.

**Reimbursement of Directors’ Expenses**

**Policy and General Rules:** The District encourages Directors to attend conferences, seminars, workshops, and events that require their participation or provide an opportunity to be informed concerning matters of interest to the District. Each Director is entitled to reimbursement for the amount of the actual and necessary expenses (i.e., travel, meals, lodging, etc.) incurred in the performance of their official duties (Government Code Section 53232.2).

**Director conference attendance must be approved annually at the January Board Meeting.** District Resolution No. 3573-2 limits attendance at all conventions, meetings, seminars, symposia or other water agency related business, outside a radius of fifty (50) miles from Sacramento to three (3) Directors approved by the Board. The Board will annually review all such functions and decide on District participation. Exceptions to the above requirements or for requests to attend meetings scheduled after the January board meeting require special Board consideration and approval at a regular or special public meeting.

Staff will assist with registering Directors for approved conferences as soon as the advanced registration is open. Dates are available as requested. If the
Director is unable to attend a pre-paid event, the Director shall immediately notify the District. If the District cannot find a substitute to replace the Director or obtain a refund of fees paid, then the Board will determine if a Director shall reimburse the District for forfeited conferences payments and related expenses. District shall bill the Director for reimbursement for all amounts paid, unless the Director’s failure to attend the event is due to illness or emergency beyond the control of the Director.

9060.313 The District’s annual budget will set an appropriate level of funding for payment of preapproved Directors’ expenses. A Director will not be entitled to receive reimbursable expenses, exclusive of registration fees, unless the Board preapproves the travel. A maximum of five paid meeting days per conference will be allowed with the following exception: ancillary programs that are not a part of the main conference (e.g. ACWA/JPIA meetings). The General Manager will be responsible for ensuring that the budgeted amount is not exceeded without prior approval of the Board.

9060.314 Any exceptions for expenses that do not come within the District’s expense reimbursement policy must be approved by the Board in a public meeting in advance of the time when the expense will be incurred (Government Code Section 53232.2(f)). Any question concerning the propriety of a particular expense should be resolved by the Board before the expense is incurred.

9060.32 Reimbursable Expenses: Directors’ direct expenses for attendance at meetings and events authorized by this policy, including reasonable travel, lodging, and meal costs, and other actual and necessary expenses, will be paid by the District in accordance with this policy and per diem rates for an accountable expense reimbursement plan as defined in the United States Internal Revenue Service’s Publication 463 (“Travel, Entertainment, Gift and Car Expenses”) and Publication 1542 (“Per Diem Rates For Travel Within the Continental United States”), or any successor publications, collectively, the “IRS Publications”. Copies of these documents may be obtained from the Finance Manager.

9060.321 The following expenses are authorized business-related expenditures:

a. Personal Vehicle Mileage: A Director will be reimbursed for actual vehicle travel miles at the rate authorized under the IRS Publications for all meetings attended and services provided as defined in reimbursement of Directors’ expenses provided in this policy. A Director will be considered to have accounted for personal vehicle expenses by indicating the actual miles traveled, the business purpose of the travel, and the date of travel on the approved District expense report and submitted in accordance with expense reporting procedures. The District will not reimburse Directors for any other personal vehicle expenses.

• A Director opting to use a personal vehicle for District business is responsible for ensuring that the vehicle is in sound and safe operating condition. The Director must possess a valid driver’s license and have a current registration and an automobile insurance policy in force with at least the minimum coverage limits required by law documentation in the vehicle.

b. Lodging Expenses: A Director will be reimbursed for reasonable lodging expenses incurred in accordance with this policy for necessary Director travel if the Director stays at a hotel or other lodging up to the amount of the published group rate (single occupancy) for the event. If a Director travels on District business for which no hotel is designated or is unable to book lodging at a specified conference rate, the Director will book lodging at the closest
comparable lodging rate. The District will reimburse the Director for actual charges incurred in accordance with this paragraph.

c. **Meals:** A Director may be reimbursed for the actual and necessary cost of meals (including tip and taxes) while attending authorized conferences, seminars or meetings away from the District up to the per diem meal rate provided for in the IRS Publications. If a Director is not traveling for a full day, meal expenses must be prorated based on travel time. If the District pre-pays the cost of one or more meals with a meeting, function or conference registration, the Director must attend the prepaid meals. If a Director fails to attend a pre-paid meal, the Director may not submit a claim for reimbursement for an alternative meal taken in lieu of the pre-paid meal. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals.

d. **Incidental Allowance:** The District will reimburse a Director for tips given to porters, baggage carriers, and hotel staff up to the incidental per diem rate provided for in the IRS Publications. A Director may be reimbursed for other incidentals such as toll charges and parking fees up to the actual amount expended.

e. **Common Carrier Travel:** When personal vehicle use for District business is impractical due to time and/or distance, a Director may use regularly-scheduled commercial carriers for travel. Consistent with scheduling needs and the most-direct route, a Director traveling by plane, train, rental vehicle, bus, or taxi will travel by the least-expensive coach fare available for the date and time of the travel. Travel should be planned as far in advance as possible to permit the use of advance fares. Additional costs associated due to schedule changes will not be reimbursed by the District. Long-term parking must be used at airports for travel exceeding 24 hours. The District will reimburse the Director for the actual amount of the fare and related, necessary expenses (e.g., baggage fees), if properly reported in accordance with the expense reporting procedures provided in this policy.

f. **Telephone:** A Director will be reimbursed for actual telephone expenses incurred for District business. Telephone bills should identify which calls were made for District business.

### 9060.40 Types of Expenses for Which Reimbursement Will Not Be Provided

Director expenses that are not deemed to be reimbursable business expenses include, but are not limited to:

- a. Barber and/or beauty shop charges;
- b. Fines for traffic or parking violations;
- c. Expenses of any person accompanying a Director on a District-approved trip or event;
- d. Additional costs associated due to schedule changes;
- e. Personal telephone calls;
- f. Fitness/Health Facility or Massages;
- g. Alcoholic beverages;
- h. Entertainment expenses (movies, internet, sporting events, etc.);
- i. Non-Mileage vehicle expenses; and
- j. Charitable contributions.

### 9060.50 Expense Reporting Procedures

A Director requesting reimbursement for any expense authorized under this policy must fill out and sign a District-provided expense report available from the Administrative Services Department. The expense report is designed to ensure that Directors’ expense reimbursements comply with the requirements of
Government Code section 53232.3 and the IRS Publications. Accordingly, the General Manager will review each expense report, **discuss the need for any corrections or additional supporting documentation with Directors**, and, when complete, sign it each report to indicate compliance with the requirements of this policy.

**9060.51** In all cases when a Director seeks reimbursement for expenses incurred while attending a conference, seminar or other meeting, a copy of the conference registration form must either be attached to their expense report or unless a copy is already on file at-with the District (e.g. copy attached to check request or purchase order). In all cases, the Director will remain responsible for filing an expense report and attaching the appropriate documentation obtained by the Director in conformance with this policy.

**9060.52** A Director must substantiate all expenses on an expense report with the appropriate documentation attached within 60 days of incurring or paying the expense. An expense report submitted after the 60 days will only be paid if approved by the Board at a regular meeting. Any misreported or late-reported expenses incurred by a Director will not meet the requirements of the IRS Publications and will be considered income to the affected Director. To comply with the applicable tax laws, the District will include all misreported or late-reported expenses as income on the Director’s W-2.

**9060.53** In addition, a Directors will be required to attach the following documentation to their expense report as a condition of receiving reimbursement for an appropriately-incurred business expense:

a. **Personal Vehicle Mileage**: If a Director wishes to be reimbursed for personal vehicle mileage, they must attach the mileage verification using tools such as Google or MapQuest to the expense report.

b. **Lodging Expenses**: If a Director wishes to be reimbursed for lodging expenses, they must attach an itemized bill issued by the hotel that includes proof of payment to the expense report. The District will reimburse a Director only for the actual amount of the lodging expense incurred up to the maximum amount outlined in reimbursable expenses Section 9060.321 of this policy.

c. **Meal Expenses**: If a Director wishes to be reimbursed for meals, they must attach an itemized bill and copy of the proof of payment for reimbursement to the expense report. The District will reimburse a Director only for the actual amount of the meal expense incurred up to the maximum amount outlined in reimbursable expenses Section 9060.321 of this policy.

d. **Common Carrier Travel**: If a Director wishes to be reimbursed for common carrier travel, they must attach the itemized bill from a travel agency, airline, rental vehicle company, or bus or train operator showing the actual amount expended for such travel to the expense report.

e. **Incidental Expenses**: If a Director wishes to be reimbursed for incidental expenses for tips given to porters, baggage carriers, and hotel staff at the per diem rate, they must attach the authorized IRS per diem rates to the expense report unless the tips given were less than the IRS allowed amount, in which case the actual amount must be claimed. No other documentation is required.
f. **Other Incidental Expenses:** If a Director wishes to be reimbursed for other incidental expenses, such as tolls and parking fees, **they he or she** should obtain receipts for the expense and attach the receipts to their report. For incidental expenses where no receipt is available, such as parking meter costs, a reimbursement request for such expenses may be claimed on the expense report. Certification that such expenses were related to District business, reasonable, appropriate, and actually incurred by the Director is made when the Director signs the expense report.

**9060.60 Disclosure**
To comply with reporting requirements of Government Code section 53232.3, the District will prepare a list of the meetings attended by each Director for which the District provided compensation, and a list of the amount and purpose of each expense reimbursement paid by the District to each Director. This information will be included with the agenda materials for each regular monthly Board meeting. At the next regular Board meeting, Directors also must provide either an oral or written report of any meeting and other authorized event attended for which they were compensated or reimbursed by the District. If multiple officials attended the same event, a joint report may be made.

**9060.61** All expenses are subject to verification that they comply with this policy. Directors should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All District expenditures are public records subject to disclosure under the Public Records Act, except that the District will ensure that no Director personal information, such as credit card numbers and home addresses, is provided to the public in the event of a request for such records.

**9060.70 Penalties**
Government Code Section 53232.4 defines the penalties for falsifying or misusing public funds. The penalties include:

a. Loss of the violator’s reimbursement privileges;
b. Restitution of misused District funds;
c. Civil penalties of up to $1,000 per day for each day of violation and three times the value of the public resources misused; and
d. Criminal prosecution and lifetime bar from holding public office. The Board will report any violation of this policy to the appropriate authorities.
POLICY TITLE: Directors’ Compensation and Expense Reimbursement

POLICY NUMBER: 9060

9060.10 It is the policy of Carmichael Water District (District) to comply with the requirements of Government Code sections 53232 through 53232.4 concerning Directors’ compensation and the payment of actual and necessary expenses incurred in the performance of official duties.

9060.20 Directors’ Compensation

9060.21 Amount of Compensation: Each member of the Board of Directors of the District (Board) will be entitled to receive compensation for each day’s attendance at meetings of the Board or for each day’s service rendered as a member of the Board by request of the Board, as provided in Section 9060.22. The amount of compensation paid for each day’s attendance at meetings or for each day’s service is provided in the Board’s “Ordinance Specifying the Compensation of Directors” (Ordinance) in effect at the time of attendance or service.

9060.22 Types of Service for Which Director Compensation Will Be Provided: Applicable law (Government Code section 53232.1) permits the District to compensate Directors for each day’s attendance at meetings of the Board, or for each day’s service rendered as a Director, subject to a written policy adopted in a public meeting. A Director can be compensated for up to 10 days per calendar month of service in accordance with the Board’s adoption of the Ordinance No. 02-01 consistent with Water Code section 20202. The District encourages Directors to take advantage of opportunities to be informed concerning matters of interest to the District, and to inform others of the activities and interests of the District. The General Manager or his/her designee will provide to the Board on a monthly basis a list of meetings attended by each Director for which the Director was compensated under this policy. Directors will be compensated for up to 10 days per calendar month for attending the following types of meetings or events:

a. Meetings of the Board and the Board of Directors of the Carmichael Water District Financing Corporation.

b. Meetings of Board-appointed committees, attended as a member of the committee.

c. Meetings of boards and committees of other governmental entities and membership associations listed Policy 9050 on which the District is officially represented, attended by the Board-appointed representative or alternate. The alternate will attend the meeting in the absence of the
representative. In cases when both the appointed representative and alternate attend such meetings, only the appointed representative will be compensated for attending.

d. Conferences, seminars, workshops and other events held within the State of California, State of Nevada, and within Washington D.C. that are sponsored by industry associations or nonprofit entities for the purpose of discussing relevant water and local government issues, including days while attending the conference, seminar, workshop, or event, and one travel day for transit to or from the conference, seminar, workshop, or event for necessary travel during normal business hours or on a weekend. Attendance at conferences, seminars, workshops, and events held outside the State of California, State of Nevada, or Washington D.C. will be approved by the Board on a case-by-case basis upon advance request of a Director.

e. Educational training, seminars, and courses designed to improve Directors’ understanding of District business and their obligations as public officials, including ethics training mandated under Government Code section 53235(a) and harassment prevention training under Government Code sections 53237.1 and 12950.1.

f. Meetings, water industry events, or office visits that arise during extreme conditions or that are time-sensitive concerning substantive District business (e.g., water shortage emergency, drought), as requested and approved for payment by the Board.

g. Directors will be compensated for up to 5 sub-committee meetings per month of the RWA Executive Committee.

9060.23 Meetings For Which Compensation Will Not Be Provided: Directors will not be compensated for serving on sub-committees of other membership associations.

9060.24 Meeting Compensation Request: A Director may request of the Board, and the Board may take action, to compensate a Director for attendance and reimbursement of expenses for conducting the business of the Board at any meeting not identified in this Policy, provided the request and action are taken in advance of the meeting and the request does not result in the requesting Director to be compensated for more than 10 days’ meeting attendance or days of service in the same month. Requests for compensation for attending authorized meetings shall be submitted within 30 days after the occurrence of the meeting. Government Code section 53232.3(c) requires Directors to publicly report on meeting attendance at the next Board meeting or the one immediately following that.
9060.30 Reimbursement of Directors’ Expenses

9060.31 Policy and General Rules: The District encourages Directors to attend conferences, seminars, workshops, and events that require their participation or provide an opportunity to be informed concerning matters of interest to the District. Each Director is entitled to reimbursement for the amount of the actual and necessary expenses (i.e., travel, meals, lodging, etc.) incurred in the performance of their official duties (Government Code Section 53232.2).

9060.311 Director conference attendance must be approved annually at the January Board Meeting. District Resolution No. 3573-2 limits attendance at all conventions, meetings, seminars, symposia or other water agency related business, outside a radius of 50 miles from Sacramento to three Directors approved by the Board. The Board will annually review all such functions and decide on District participation. Exceptions to the above requirements or for requests to attend meetings scheduled after the January board meeting require Board consideration and approval at a regular or special public meeting.

9060.312 Staff will assist with registering Directors for approved conferences as requested. If the Director is unable to attend a pre-paid event, the Director shall immediately notify the District. If the District cannot find a substitute to replace the Director or obtain a refund of fees paid, then the Board will determine if a Director shall reimburse the District for forfeited conferences payments and related expenses.

9060.313 The District’s annual budget will set an appropriate level of funding for payment of preapproved Directors’ expenses. A Director will not be entitled to receive reimbursable expenses, exclusive of registration fees, unless the Board preapproves the travel. A maximum of five paid meeting days per conference will be allowed with the following exception: ancillary programs that are not a part of the main conference (e.g., ACWA/JPIA meetings). The General Manager will be responsible for ensuring that the budgeted amount is not exceeded without prior approval of the Board.

9060.314 Any exceptions for expenses that do not come within the District’s expense reimbursement policy must be approved by the Board in a public meeting in advance of the time when the expense will be incurred (Government Code Section 53232.2(f)). Any question concerning the propriety of a particular expense should be resolved by the Board before the expense is incurred.
9060.32 Reimbursable Expenses: Directors’ direct expenses for attendance at meetings and events authorized by this policy, including reasonable travel, lodging, and meal costs, and other actual and necessary expenses, will be paid by the District in accordance with this policy and per diem rates for an accountable expense reimbursement plan as defined in the United States Internal Revenue Service’s Publication 463 (“Travel, Entertainment, Gift and Car Expenses”) and Publication 1542 (“Per Diem Rates For Travel Within the Continental United States”), or any successor publications, collectively, the “IRS Publications”. Copies of these documents may be obtained from the Finance Manager.

9060.321 The following expenses are authorized business-related expenditures:

a. *Personal Vehicle Mileage*: A Director will be reimbursed for actual vehicle travel miles at the rate authorized under the IRS Publications for all meetings attended and services provided as provided in this policy. A Director will be considered to have accounted for personal vehicle expenses by indicating the actual miles traveled, the business purpose of the travel, and the date of travel on the approved District expense report and submitted in accordance with expense reporting procedures. The District will not reimburse Directors for any other personal vehicle expenses.

• A Director opting to use a personal vehicle for District business is responsible for ensuring that the vehicle is in sound and safe operating condition. The Director must possess a valid driver’s license and have a current registration and an automobile insurance policy in force with at least the minimum coverage limits required by law.

b. *Lodging Expenses*: A Director will be reimbursed for reasonable lodging expenses incurred in accordance with this policy for necessary Director travel if the Director stays at a hotel or other lodging up to the amount of the published group rate (single occupancy) for the event. If a Director travels on District business for which no hotel is designated or is unable to book lodging at a specified conference rate, the Director will book lodging at the closest comparable lodging rate. The District will reimburse the Director for actual charges incurred in accordance with this paragraph.

c. *Meals*: A Director may be reimbursed for the actual and necessary cost of meals (including tip and taxes) while attending authorized conferences, seminars or meetings away from the District up to the per diem meal rate provided for in the IRS Publications. If a Director is not
traveling for a full day, meal expenses must be prorated based on travel time. If the District pre-pays the cost of one or more meals with a meeting, function or conference registration, the Director must attend the prepaid meals. If a Director fails to attend a pre-paid meal, the Director may not submit a claim for reimbursement for an alternative meal taken in lieu of the pre-paid meal. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals.

d. *Incidental Allowance:* The District will reimburse a Director for tips given to porters, baggage carriers, and hotel staff up to the incidental per diem rate provided for in the IRS Publications. A Director may be reimbursed for other incidentals such as toll charges and parking fees up to the actual amount expended.

e. *Common Carrier Travel:* When personal vehicle use for District business is impractical due to time and/or distance, a Director may use regularly-scheduled commercial carriers for travel. Consistent with scheduling needs and the most-direct route, a Director traveling by plane, train, rental vehicle, bus, or taxi will travel by the least-expensive coach fare available for the date and time of the travel. Travel should be planned as far in advance as possible to permit the use of advance fares. Additional costs associated due to schedule changes will not be reimbursed by the District. Long-term parking must be used at airports for travel exceeding 24 hours. The District will reimburse the Director for the actual amount of the fare and related, necessary expenses (e.g., baggage fees), if properly reported in accordance with the expense reporting procedures provided in this policy.

**9060.40 Types of Expenses for Which Reimbursement Will Not be Provided**

Director expenses that are not deemed to be reimbursable business expenses include, but are not limited to:

a. Barber and/or beauty shop charges;
b. Fines for traffic or parking violations;
c. Expenses of any person accompanying a Director on a District-approved trip or event;
d. Additional costs associated due to schedule changes;
e. Personal telephone calls;
f. Fitness/Health Facility or Massages;
g. Alcoholic beverages;
h. Entertainment expenses (movies, internet, sporting events, etc.);
i. Non-Mileage vehicle expenses; and
j. Charitable contributions.
9060.50 Expense Reporting Procedures

A Director requesting reimbursement for any expense authorized under this policy must fill out and sign a District-provided expense report. The expense report is designed to ensure that Directors’ expense reimbursements comply with the requirements of Government Code section 53232.3 and the IRS Publications. Accordingly, the General Manager will review each expense report, discuss the need for any corrections or additional supporting documentation with Directors, and, when complete, sign each report to indicate compliance with the requirements of this policy.

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a. Loss of the violator’s reimbursement privileges;
b. Restitution of misused District funds;
c. Civil penalties of up to $1,000 per day for each day of violation and three times the value of the public resources misused; and
d. Criminal prosecution and lifetime bar from holding public office. The Board will report any violation of this policy to the appropriate authorities.
TO: Board of Directors

FROM: Justin Chen, Associate Engineer
Matthew Medill, Engineering Manager
Scott Bair, Distribution Superintendent

DATE: August 13, 2021


Summary:
As part of implementing the approved Capital Improvement Projects (CIPs) for Fiscal Year 2021-2022, the pipeline projects are separated into two (2) different Design Packages due to the size of the projects. Water lines under Glenbrook/Mauer, Pinecrest, Forest Hill Ct, Wintun, and North streets are in one package and San Juan, Joy, Oak Knoll and Lincoln streets are grouped together. The intent is to award the packages to the top two (2) scored firms. The primary tasks solicited in the Request for Proposal (RFP) include:

a) Project quality assurance and quality control for the products and submittals from the Consultant;
b) In-field surveying, procurement of exhibits and records research for potential easement acquisitions;
c) Design services (60%, 90%, 100% design drawings) including utility coordination, potholing, field investigations, coordinating revisions on technical specifications and project specifications;
d) Permitting, coordination, and environmental documentation;
e) Bidding services including Request for Information review, addendum issuance, pre-bid coordination, preparing conformed plans and specifications, and review of submitted bids. 
f) Engineering services during construction to review Contractor submittals, preparation of design changes or change order conflicts, submittals to necessary agencies for compliance with any construction waiver conditions, and prepare as-built records based on District’s field notes.

The District received six (6) proposals from engineering firms to perform the scope of services. In no particular order, the firms who submitted proposals are:

<table>
<thead>
<tr>
<th>Firms</th>
<th>Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bennett Engineering</td>
<td>R.E.Y. Engineers</td>
</tr>
<tr>
<td>Domenichelli &amp; Associates</td>
<td>Water Resources Engineers</td>
</tr>
<tr>
<td>Peterson Brustad, Inc.</td>
<td>West Yost Associates</td>
</tr>
</tbody>
</table>
Staff utilized the evaluation criteria established in the RFP to review and rank the six (6) responsive proposals. Staff determined that the Bennett Engineering Services, Inc. proposal was the most responsive proposal to the RFP for the Glenbrook/Pinecrest/Wintun/North project. Staff further determined that two other proposals were both considered the most responsive to the RFP for San Juan/Joy, Oak Knoll/Lincoln and will further evaluate and return to the Board with a recommendation for award in September.

**Fiscal Impact:**
The below table displays the cost for the scope of services for Bennett Engineering Services, Inc. in accordance to their RFP for Package 2 and the related budget the District has approved for this upcoming Fiscal Year (2021-2022):

<table>
<thead>
<tr>
<th>Approved Project</th>
<th>Approved Budget (FY 21-22)</th>
<th>Bennett Engineering Services, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenbrook/ Pinecrest</td>
<td>$ 228,285</td>
<td></td>
</tr>
<tr>
<td>Wintun/North</td>
<td>$ 200,172</td>
<td>$183,822</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 428,457</strong></td>
<td></td>
</tr>
</tbody>
</table>

Staff identified that there may be as many as twenty-two easements to obtain for construction of the project. As part of their proposal scope of work, the consultant made an assumption that the District would need to acquire ten easements with accompanying plat and legal descriptions for their proposed scope of work. As part of the contract scope, the consultant is performing a right-of-way survey and title searches to more accurately describe the full scope of the easement acquisition effort. As the magnitude of easement acquisition necessary for the final scope of work is uncertain at this time, staff is recommending a contingency of $41,178 which is greater than the standard 10%. The greater contingency, if approved by the Board, would authorize the General Manager to negotiate a contract change order for the consultant to perform the additional survey (additional easement plat and legal descriptions) work under this contract approval without a need bring this back to the Board unless the contingency is exceeded.

**Recommendation:**
Staff recommends the Board authorize the General Manager to execute the professional services agreement with Bennett Engineering Services, Inc. for $183,822 for Glenbrook/Pinecrest/Wintun/North project with a $41,178 contingency for a total not-to-exceed amount of $225,000.

**Attachments:**
1) Draft Professional Services Agreement
2) Scope of Services
3) Cost Proposal
This Consultant and Professional Services Agreement ("Agreement") is made as set forth below, by and between CARMICHAEL WATER DISTRICT, ("District"), and BENNETT ENGINEERING SERVICES, ("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide professional services to District as specified in Exhibit A, entitled “Consultant’s Scope of Work” (“Services”) including schedule, personnel, and payment.

2. Payment. District shall pay Consultant for Services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit A, for a not to exceed amount of $183,822.

Invoices. Consultant will submit monthly invoices for services rendered and District will make prompt payments in response to Consultant's invoices. Items shall be separated into Services and Reimbursable Expenses. Consultant shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of no less than one quarter (1/4) hours. District shall pay invoices within thirty (30) calendar days after receipt, if the services specified in the invoice have been satisfactorily completed. Reimbursable Expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by District. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. District shall not be responsible for delays in payment to Consultant resulting from Consultant’s failure to comply with the invoice format described above.

Consultant will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by District's auditors upon request.

If District disputes any items in Consultant's invoice for any reason, including the lack of supporting documentation, District may temporarily delete the disputed item and pay the remaining amount of the invoice. District will promptly notify Consultant of the dispute and request clarification and/or correction. After any dispute has been settled, Consultant will include the disputed item on a subsequent, regularly scheduled invoice or on a special invoice for the disputed item only.

Taxpayer Identification Number. Consultant shall provide District with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by District.

3. Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services pursuant to this Agreement.
4. **Indemnification.** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Carmichael Water District ("District"), its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from District’s sole negligence or willful acts.

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

**Liability Insurance** - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

**Coverage** - Coverage shall be at least as broad as the following:

Coverage for Professional Liability appropriate to Consultant’s profession covering Consultant’s wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. Consultant shall purchase a five-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

**Limits** - Consultant shall maintain limits no less than the following:

**Professional Liability** - Two million dollars ($2,000,000) per claim and annual aggregate.

**General Liability** - Two million dollars ($2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Carmichael Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
Automobile Liability - One million dollars ($1,000,000) for bodily injury and property damage each accident limit.

Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before District’s own primary or self-insurance shall be called upon to protect it as a named insured

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the District parties required in this agreement, or using language that states “as required by contract”). All Sub-Consultants hired by Consultant must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of Consultant; and premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its directors, officers, employees, or authorized volunteers.

For any claims related to this project, Consultant's insurance shall be primary insurance as respects District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by District, its directors, officers, employees, or authorized volunteers shall not contribute to it using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to District, its directors, officers, employees, or authorized volunteers.

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.

Such liability insurance shall indemnify Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, and completed operations liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to District. All of the insurance shall be provided on policy forms and through companies satisfactory to District.

**Workers' Compensation and Employer's Liability Insurance** - Consultant and all sub-consultants shall carry or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the "Workers' Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its employees, agents and sub-consultants.

**Deductibles and Self-Insured Retentions** - Insurance deductibles or self-insured retentions must be declared by Consultant, and such deductibles and retentions shall have the prior written consent from District. At the election of District, Consultant shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by District.

**Evidences of Insurance** - Prior to execution of the agreement, Consultant shall file with District a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer’s representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable). Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Consultant shall, upon demand of District, deliver to District such policy or policies of insurance and the receipts for payment of premiums thereon.

**Continuation of Coverage** - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the expiration date.
Consultant shall provide five (5) year tail on Professional Liability Coverage.

Sub-Consultants - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant’s responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Payment Withhold - In addition to all other rights and remedies available to District, including terminating this Agreement, District may withhold payments to Consultant if the certificates of insurance and endorsements required above are canceled or Consultant otherwise ceases to be insured as required herein.

6. Safety. Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements. Consultant shall immediately report (as soon as feasible) to District any accident or other occurrence causing injury to persons or property during the performance of this Agreement.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant’s family, business, real property or financial interests and the Services to be provided under this Agreement. If District has adopted a Conflict of Interest Policy, Consultant agrees to comply with such Policy, and agrees not to enter into any contract or agreement during the performance of this Agreement which will create a material conflict of interest with its duties to District under this Agreement. In the event of a change in Consultant’s family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, Consultant shall promptly disclose such conflict in writing to District.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant’s officers, employees, agents or subcontractors, if any, is an employee of District by virtue of this Agreement or performance of any Services pursuant to this Agreement. District shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licenses. Consultant represents and warrants to District that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to District that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under
similar conditions by a member of Consultant’s profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant’s responsibilities under this section shall not be delegated. Consultant shall be responsible to District for acts, errors, or omissions of Consultant’s subcontractors.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by District, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the District of any responsibility, professional or otherwise, for the work, and shall not relieve Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

11. **Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party’s reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the District Representative of the additional time required to perform the work and the District Representative may adjust the schedule in his or her reasonable discretion.

12. **Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

13. **Personnel.** Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

Consultant will identify in writing the individuals who will be providing the Services as specified in Exhibit A due to their unique expertise and depth and breadth of experience. In such case, there shall be no change in the personnel so identified by Consultant without the prior written approval of the District Representative. Any substitutes shall be persons of comparable or superior expertise and experience.

14. **Consultant Not Agent.** Except as authorized under this Agreement or as District may authorize in a letter of authorization signed by the General Manager or their designee, Consultant shall have no authority, express or implied to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind District to any obligation whatsoever.
15. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Expiration Date unless terminated earlier or extended pursuant to the terms of this Agreement.

16. **Termination or Abandonment by District.** District has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to District all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

District shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this Agreement provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by District and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, District will reimburse Consultant for authorized expenses incurred and not previously reimbursed. District shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

17. **Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from Services rendered pursuant to this Agreement, shall become the property of District. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in District and waives and relinquishes all claims to copyright or other intellectual property rights in favor of District. District acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to District in electronic format shall be formatted according to specifications provided by District, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite format as appropriate for the particular work product, or, if directed by District Representative in Adobe Acrobat PDF format.

18. **Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

19. **Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to
representatives:

District: Cathy Lee
General Manager
Carmichael Water District
7837 Fair Oaks Boulevard
Carmichael, CA 95608

Consultant: Stacey Lynch
Principal-Vice President
Bennett Engineering Services
1082 Sunrise Avenue, Suite 100,
Roseville, CA 95661

Notices served as specified above shall be effective upon receipt thereof, provided that, in the case of mailed notice, notices shall be effective on the third (3rd) business day after proper mailing if delivery is refused or rejected. Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

20. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

21. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

22. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Sacramento County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

23. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

24. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

25. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm
or firms, corporation or corporations may require.

26. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

27. **Compliance with Laws.** Consultant will comply with all applicable federal, state and local statutory and regulatory requirements in performance of all services under this Agreement.

28. **Confidentiality of District Information.** During the performance of services under this Agreement, Consultant may gain access to and use District information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "District Information") which are valuable, special and unique assets of the District. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant’s scope of work, to protect all District Information and treat it as strictly confidential and proprietary to District, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any District Information to any third party, other than its own employees, agents or subcontractors who have a need for the District Information for the performance of services under this Agreement, without the prior written consent of District, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant’s obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

29. **News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from District through the District Representative.

30. **Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

31. **Facsimile Signature; Electronic Signature.** This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

32. **Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.
33. **Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

   Exhibit A, entitled “Consultant’s Scope of Work” and “Project Costs” including any attachments.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

Bennett Engineering Services.

By: __________________________
Name: Stacey Lynch
Title: Principal-Vice President
DATE: _________________

CARMICHAEL WATER DISTRICT,
a special district duly formed and existing under the laws of the State of California

By: __________________________
Name: Cathy Lee
Title: General Manager
DATE: _________________
PROJECT APPROACH

The BEN|EN team has the project experience and knowledge to recognize the challenges facing the District’s Mainline Replacement Projects. We have provided design for pipeline replacement projects in communities with water pipelines that are 70 to 90 years old. BEN|EN has completed several similar projects for nearby cities and agencies. The team’s ability to access the site and answer field questions quickly provides a tremendous advantage to the District when design or construction is in process. Neighborhoods within the project area are located close to our office and staff. The proposed BEN|EN team is comprised of staff highly-qualified for exactly this type of project. We have a high ratio of licensed civil engineers to total staff, several of whom have extensive, recent experience managing and designing pipeline replacement projects.

Our schedule assumes that design will begin in August 2021, with construction documents issued to bid in April of 2022 for Package 2 and May of 2022 for Package 1. We anticipate construction to be complete by early 2023.

BEN|EN’s approach to this project is to efficiently produce a design that addresses right-of-way, utility coordination and verification, Department of Drinking Water (DDW) waiver requests, and public impacts during construction.

RIGHT-OF-WAY

It is likely that there are District water assets or proposed alignments outside of public right-of-way or outside of existing District easements. The BEN|EN team will search for and survey right-of-way and property monuments to resolve and map the right-of-way and property boundaries along project alignments. If easement and acquisition is required for portions of the project, we will work with the District to resolve all affected properties, including requesting title reports and preparing plat and legal descriptions. Our site tour has already identified some challenges for stakeholder engagement and easement acquisition.

UTILITY COORDINATION AND VERIFICATION

We intend to be aggressive in our approach to the utility coordination and verification process as this is critical when replacing and relocating utilities in older neighborhoods with narrow roadways. We will identify and map utilities with our own equipment, District-provided data, District staff knowledge, and the responses from the utility letter process. Until utility “B” letters are sent out with the 60% plans, the basis for most of our early design and locations will be based on the “A” letter responses. We plan to focus the District’s in-house potholing efforts with the responses we receive from the utility “B” letters and our own field location efforts. Relocation of existing utilities not owned by the District may take longer than expected if utility companies are not involved early. Therefore, the utility letter process is critical to ensure this underground project is successful. BEN|EN is rigorous with early coordination with utility purveyors to keep project
progress moving forward according to the project schedule.

Additionally, BEN\textsuperscript{EN} has purchased a Vivax Metrotech vLoc3-Pro Utility Locator that has greatly improved utility location efforts, especially when data needs to be spot checked in the field. This tool supplements potholing efforts and results in fewer potholing “misses” caused by inaccurate record data acquired during the utility letter process. The vLoc3-Pro also has a sonde (a self-contained transmitter used to locate buried plastic water pipes, gas pipes, and any other non-magnetic utilities) that can be threaded into drain inlets and storm drains to deliver highly accurate depth measurements to the locator. It eliminates issues experienced on past projects when utility location has provided challenges in relation to DDW clearance requirements.

**DEPARTMENT OF DRINKING WATER (DDW) WAIVER REQUESTS**

At 90% design, the BEN\textsuperscript{EN} team will contact DDW to obtain waivers, where required. Any water main location that does not meet the offset standard will require special design accommodations (no joint locations on crossings or encasement when running parallel). Our team will prepare exhibits identifying locations requiring the waiver and will assist the District in coordination with the DDW District 9 contact.

**PUBLIC IMPACTS DURING CONSTRUCTION**

Construction within narrow roads and nestled into tight neighborhoods creates additional impacts to residents during construction. Some of the direct impacts to the community include construction vehicle access, traffic control measures, noise, and water service interruption. BEN\textsuperscript{EN} will be intentional and methodical during design to mitigate construction impacts as much as possible. This includes preparing the construction documents in a way that requires the Contractor to adhere to constraints specified by the District. Although public outreach is not included in this scope of work, BEN\textsuperscript{EN} will have team members prepared so that they are consistent in their message if they are approached by the public. After the project is complete, the neighborhoods will benefit from the upgraded water system improvements.

**SCOPE OF WORK**

Design for the mainline projects will be separated into two (2) design packages. The alignment for San Juan Mainline Project (Design Package 1) is approximately 5,000 lineal feet along San Juan Avenue and nearby adjoining streets as shown on Attachment B of RFP. The alignments for Glenbrook/Mauer Project, Pinecrest Project, Wintum Project, and North Project (Design Package 2) include portions of Glenbrook Lane, Mauer Avenue, Pinecrest Circle, Forrest Hill Court, Wintum Drive, and North Avenue as shown on Attachment C of RFP, totaling approximately 3,400 lineal feet. This scope will cover both design packages however separate schedules for each design package will be provided.

**Key work scope ASSUMPTIONS:**

- The DISTRICT shall provide an on-call Contractor to support with the utility potholing.
- The DISTRICT shall provide an Environmental Consultant, Analytical Environmental Services (AES)
- No hydraulic modeling is required. Pipelines will be designed using the provided pipe diameters and pipe materials. The District will provide any available hydraulic data and system pressures.

Geotechnical investigation is not required. District standards for trench and pavement design will be utilized.

Public Outreach will be conducted by the District

**TASK 1. PROJECT MANAGEMENT AND COORDINATION**

**SUBTASK 1.1. PROJECT ADMINISTRATION**

BEN\textsuperscript{EN}’s Project Manager will prepare and submit monthly project status updates and invoicing to the Carmichael Water District (District). Monthly invoices will include a summary of work performed by task and an earned value table. The status updates will include project tasks completed, deliverables submitted, decisions made, and work in progress. BEN\textsuperscript{EN} will also manage the project schedule, subconsultant work, project execution, maintain open communication with the District, and integrate deliverables. The schedule will be maintained on a regular basis and as decisions are made throughout the project duration.

**DELIVERABLES:**
- Monthly status updates
- Monthly invoices

**SUBTASK 1.2. PROJECT MEETINGS**

BEN\textsuperscript{EN} will coordinate and attend a project kick off meeting, monthly progress, and technical review meetings (assumes 10), design review meetings following the 60%, 90% and 100% submittals (assumes 3), a workshop/meeting during the bid services phase, and a workshop/meeting with the contractor and District at the start of construction. The BEN\textsuperscript{EN} Project Manager will provide meeting agendas and minutes, and document design decisions.

**DELIVERABLES:**
- Meeting agendas and minutes
- Technical content applicable to each meeting
SUBTASK 1.3. QUALITY CONTROL

**BEN|EN**’s quality control program will be implemented, and constructability reviews will be conducted by senior **BEN|EN** staff prior to delivering submittals. Review forms include reviewer name, date of review, review comments, and the resolution of any review comments (back-checking).

**DELIVERABLES:**
- Comment Response Matrix (with 60%, 90%, 100% deliverables)

**TASK 2. TOPOGRAPHIC SURVEY**

**BEN|EN**’s subconsultant, UNICO will perform detailed, design level topographic surveys along the proposed mainline replacement alignments. UNICO will perform conventional (non-aerial) field surveying from edge of right of way to edge of right of way along the proposed alignments. UNICO will locate and map all topographic features necessary to complete the design and construction. Items located will include, but are not limited to, roadway improvement features, curbs, gutters, sidewalks, medians, ramps, pavement, concrete, slopes, grade breaks, drainage structures, inlets, signs, fences, striping, driveway features, and trees. UNICO will also locate all visible above ground utility features such as manholes, valves, meters, hydrants, vaults, signals, and utility poles. Measurements to all relative sewer and storm drain structures will be performed to include approximate size, invert, and direction. Private property access will be required at the three properties that lie between Glenbrook Lane and Mauer Avenue. UNICO will work with the District to coordinate access and surveys on private property. UNICO will provide topographic information at cross-section intervals of 50’ or closer, including all horizontal and vertical change in directions, including curve points. Mapping, 1’ contours and digital surface will be provided in an AutoCAD based drawing. UNICO will set durable control points to be preserved for utilization of surveys and for future construction control. UNICO will base its survey on approved Sacramento County State Plane Coordinates (NAD83 California Zone 2) and NAVD88 elevations. UNICO will search for and survey right of way and property monuments to resolve and map the right of way and property boundaries along the project alignments. Right of Way and adjoining properties will be mapped from readily available recorded documents such as subdivision maps, records of surveys, parcel maps, and deeds. All survey monuments that are discovered and may be compromised by the project will be surveyed and mapped for incorporation into the design plan set as part of future monument perpetuation.

In the event the District determines that easement and acquisition is required for portions of the project, UNICO will work with design teams to fully resolve all affected properties. This will include requesting title reports. For this proposal, UNICO will assume ten title reports will be required. UNICO will request the design team to provide all title reports as needed. Based on the needs of the project, UNICO will prepare ten (10) plats and legal descriptions for easement and acquisition.

**DELIVERABLES:**
- AutoCAD Topographic and Boundary Base File
- Point Files
- Record Maps and Deeds
- Plats and Legal Descriptions as Needed (10, as needed for either design package)

**TASK 3. DESIGN SERVICES**

**SUBTASK 3.1. SITE VISIT AND DOCUMENT RESEARCH**

The **BEN|EN** team will visit the site as needed for investigation of existing conditions, examination of existing utilities, and field meetings to clarify intent of the project. **BEN|EN** will also research and review existing topographic mapping, as-built plans, record maps, surveys, assessor maps, improvement plans, and other available documents for the project.

**SUBTASK 3.2. UTILITY COORDINATION**

**BEN|EN** will prepare Utility Letters A, B, and C along with utility plans for the utility companies. Utilities known to operate in the vicinity of the improvement locations will be contacted. **BEN|EN** will map the existing utilities based on as-built plans, utility maps, field observation, and topographic survey of the above ground utilities. Utility conflicts with the proposed design will be identified and we will work with each utility company to develop relocation plans if necessary. All utility coordination efforts will be tracked using **BEN|EN** internal utility tracking process.

**3.2.1. UTILITY VERIFICATION AND COORDINATION WITH OWNERS**

**BEN|EN** will send “Utility A” letters with project location/limit map with a DISTRICT-approved letter requesting verification of the location, size, and depth of each facility within the project area. **BEN|EN** will map existing utilities with information provided by utility companies. **BEN|EN** will identify public or private utilities that may be affected by project and determine limits of raise utilities or relocations and determine responsible party for cost.

**3.2.2. UTILITY CONFLICT RESOLUTION**

Once the existing utility information is compiled, **BEN|EN** will prepare a summary of utility impacts and proposed resolutions. Subsequent
“Utility B and C” letters with project plans will be sent to the respective utility companies. Verification maps, conflict maps will be included as part of this task.

**DELIVERABLES:**

- Utility A, B, and C letters and plans, summary of impacts and resolutions

### 3.2.3. Utility Adjustment/Relocation Coordination

For existing utilities that need to be adjusted or relocated, we will coordinate with utility companies for final utility relocation plans and construction schedule for the relocations prior to or during project construction.

**DELIVERABLES:**

- Utility Relocation Plans and Construction Schedule

### SUBTASK 3.3. FIELD INVESTIGATION AND POTHOLING

**BEN|EN** will provide a detailed utility list and map following the 60% design submittal of potential utility conflicts. The District will perform in-field potholing of the conflicts and provide the Consultant with the data to refine the 90% and 100% design submittal.

**ASSUMPTIONS:**

- Potholing will be performed where needed to verify utility location and confirm impact and develop resolution per section 3.2.2.

**DELIVERABLES:**

- Utility list and pothole plans see section 3.3 deliverables.

### SUBTASK 3.4. 60% DESIGN SUBMITTAL

**BEN|EN** will incorporate the pipeline plan and profiles and pavement restoration design plans, specifications, and estimates (PS&E) into one comprehensive submittal for the mainline replacement projects. Design will be based on Carmichael Water District 2021 Construction Improvement Standards. For each design package the **BEN|EN** team will include a complete set of construction drawings at a scale of 1” = 40’ horizontal, and 1” = 4’ vertical plan and profiles and appropriately scaled details including but not limited to the sheets listed in the chart below.

**BEN|EN** will prepare and submit 60% plans, specifications, and an Engineer’s Opinion of Probable Construction Cost (EOPCC) to the District for review and comment. The 60% design plan view drawings (with placeholders for profiles) will show the new water main alignments, existing utilities, new fire hydrants, service laterals, and connections/tie-ins. **BEN|EN** will prepare a 60% EOPCC that will encompass the entire project (water main replacement and roadway restoration).

**ASSUMPTIONS:**

- District will provide to **BEN|EN:**
  - New hydrant locations
  - Available as-built/record drawings
  - Layout of pipeline plan sheets in GIS (shapefiles)
  - District’s boilerplate specifications

**DELIVERABLES:**

- Two (2) half-sized sets of plans (11x17)
- One (1) full-sized set of plans
- One (1) Engineer’s Opinion of Probably Construction Cost (EOPCC)
- One (1) half-sized and One (1) full-sized plans for Field Investigative Potholing Comment response

### SUBTASK 3.5. 90% DESIGN SUBMITTAL

**BEN|EN** will complete design and prepare 90% plans, specifications and estimate based on the contractor’s potholing and field investigation data and District’s comments from the 60% design submittal. Design will include revised water main alignments, profiles, and connection details based on contractor’s findings. The 90% specifications will include all technical specifications required for construction of water main replacement within the project area, special provisions, and contractor forms. **BEN|EN** will submit 90% plans and estimate to the District and contractor for review and comment.

**ASSUMPTIONS:**

- District will provide to **BEN|EN:**
  - Field investigation and pothole findings

**DELIVERABLES:**

- Two (2) half-sized sets of plans (11x17)
- One (1) full-sized set of plans
- One (1) Engineer’s Opinion of Probably Construction Cost (EOPCC)
- Two (2) bound specifications

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### SHEETS

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<th>SHEETS</th>
<th>DESIGN PACKAGE 1</th>
<th>DESIGN PACKAGE 2</th>
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<td>Project Cover Page</td>
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<td>Abbreviation, Symbols, and General Notes</td>
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<td>Abandonment Plan</td>
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<td>Metered Services List and Reconnection Notes</td>
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<td>Pavement Restoration Limits</td>
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<td>Plan and Profile Sheets with detailing State Water Resources Control Board (Division of Drinking Water) Separation Waiver Conditions</td>
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SUBTASK 3.6. 100% DESIGN SUBMITTAL

**BEN|EN** will complete design and prepare 100% plans and estimate from the District’s 90% design submittal review and comments. **BEN|EN** will submit 100% plans as the final submittal for Bidding Services.

**ASSUMPTIONS:**
- District will provide environmental compliance documentation (Notice of Exemption) to meet California Environmental Quality Act (CEQA) requirements

**DELIVERABLES:**
- Two (2) half-sized sets of plans (11x17)
- One (1) full-sized set of plans
- One (1) Engineer’s Opinion of Probably Construction Cost (EOPCC)
- Two (2) bound specification

**TASK 4. PERMITTING, COORDINATION, AND ENVIRONMENTAL DOCUMENTATION**

**SUBTASK 4.1. PERMITTING AND COORDINATION**

**BEN|EN** will identify, prepare, coordinate with, and submit documentation (with the District’s approval and signature) to all relevant agencies to acquire the necessary permits and approvals to perform the project work. **BEN|EN** will work with the District to prepare exhibits and/or memos to be used for resolving issues, clarifications, or negotiating with other entities such as the County, private property owners, etc. The typical permitting and coordination includes, but not limited to:
- **Sacramento County Encroachment Permit**
- **State Water Resources Control Board - Division of Drinking Water (DDW)**
- **Sacramento Metro Fire District Coordination**

**ASSUMPTIONS:**
- The District will be responsible for the associated fees.

**SUBTASK 4.2. ENVIRONMENTAL DOCUMENTATION**

**BEN|EN** will coordinate with the District’s Environmental Consultant, Analytical Environmental Services (AES), to assist with developing and submitting for approval the necessary environmental documentation for the project if the District pursues and requires an Initial Study/Mitigated Negative Declaration (IS/MND). This would typically include figures and a project description for use by the environmental consultant as well clarifications to questions from AES. For Projects that are Categorically Exempt, the District will file the CEQA Exemption and **BEN|EN** will support with the project description, if needed.

**ASSUMPTIONS:**
- It is expected that the project will qualify for a CEQA categorical exemption

**DELIVERABLES:**
- Project description information
- Environmental Document Review

**TASK 5. BIDDING SERVICES**

**BEN|EN** will coordinate with plan clearing houses for printing and distribution of project plans, specs, addenda, etc. **BEN|EN** will conduct pre-bid meeting with prospective contractors and coordinate with the District on the date, location, and agenda for the meeting. The workshop/meeting is scoped under Subtask 4.2. **BEN|EN** will prepare addenda per District direction and will coordinate with plan rooms for posting. **BEN|EN** will prepare a complete set of conformed plans and specifications incorporating all addenda, and inquiries during the bidding period to provide to the District following the bid open. **BEN|EN** will review the submitted bids for completeness and responsiveness and provide the District an Engineer’s Recommendation for Award.

**ASSUMPTIONS:**
- Three (3) Addenda are assumed during the proposal period

**DELIVERABLES:**
- District will provide **BEN|EN** with addendum template

**TASK 6. ENGINEERING SERVICES DURING CONSTRUCTION**

**SUBTASK 6.1. REVIEW SUBMITTALS AND RFIs**

**BEN|EN** will coordinate with a Construction Manager during project construction. The Construction Manager will be selected by the District. **BEN|EN** will prepare a list of submittals required to be prepared and submitted by the Contractor during construction. **BEN|EN** will review submittals, which will be logged in a matrix/spreadsheet and provided to the District. **BEN|EN** will also review requests for information (RFIs) and contract change order (CCO) requests made by the Contractor. **BEN|EN** will provide responses and solutions, and prepare revised plans or clarification exhibits, as required. RFIs will be logged in a matrix and provided to the District.

Review of the contractor’s SWPPP is included in Subtask 4.2.

**ASSUMPTIONS:**
- Twenty-five (25) Submittals
- Five (5) re-submittals
- Three (3) RFIs

**DELIVERABLES:**
- Submittal tracking spreadsheet
- Submittal, RFI, and CCO responses

**SUBTASK 6.2. CONSTRUCTION MEETINGS**

**BEN|EN** will attend site visits to verify site conditions and/or evaluate constructability due to circumstances that arise during construction. **BEN|EN** will attend construction meetings as required to clarify RFIs or other construction concerns.
ASSUMPTIONS:
- Three (3) in-field construction meetings

SUBTASK 6.3. RECORD DRAWINGS
**BEN|EN** will collect the final redline set of plans from the Contractor upon completion of the project and prepare record drawings based on as-built information during construction. **BEN|EN** will provide record drawings to the District in PDF and AutoCAD electronic formats.

DELIVERABLES:
- Record drawings (PDF and AutoCAD)

SUBTASK 6.4. STATE WATER RESOURCES CONTROL BOARD WAIVER
**BEN|EN** will review the District prepared construction documentation in accordance with the State Water Resources Control Board waiver conditions, verification forms, and provide letter acknowledging compliance with State Water Resources Control Board waiver condition.

DELIVERABLES:
- Letter of Acknowledgement
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<th>Description</th>
<th>Qty</th>
<th>Cost</th>
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**Additional Fee Information:**

- This fee estimate is valid for 90 days from the date shown above.
- This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN from those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- BEN|EN reserves the rights to distribute funds differently based on project needs.
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