

**Donner Summit Public Utility District
Board of Directors Regular Meeting**

Agenda

Tuesday, April 16, 2024 – 6:00 P.M.

DSPUD Office, 53823 Sherritt Lane, Soda Springs California

The Public is welcome to attend in person or participate by Zoom Webinar: Meeting ID, 863 4865 5255, Password: 631828

Any member of the public desiring to address the Board on any matter within the Jurisdictional Authority of the District or on a matter on the Agenda before or during the Boards consideration of that item may do so. After receiving recognition from the Board President, please give your Name and Address (City) and your comments or questions. In order that all interested parties have an opportunity to speak, please limit your comments to the specific topics of discussion.

Unless specifically noted, the Board of Directors may act upon all items on the Agenda.

1. Call to Order

2. Roll Call

3. Clear the Agenda

4. Public Participation – *This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject.*

5. Consent Calendar

All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar.

A. Approve Finance Report for April 2024

- 1. Cash Disbursements–General**, Month of March
- 2. Cash Disbursements–Payroll**, Month of March
- 3. Schedule of Cash and Reserves**, February
- 4. Accountants Financial Statements**, February

B. Approve Regular Meeting Minutes for March 26, 2024

C. Approve Safety Meeting Minutes for March 2024

6. Department Reports

A. Administration - Steven Palmer, General Manager

B. Operations and Maintenance Summary, March

7. Information - None

8. Action

A. Approve and Authorize General Manager to Execute an Agreement with Property Owners for Advance Funding for the Sugar Bowl West Village Sewer Project Phase 2A

B. Adopt a Resolution Accepting Two Easements in Sugar Bowl West Village for the Phase 2A Sewer Project

C. Approve a Professional Services Agreement with Construction Materials Engineers, Inc. for a Not to Exceed Amount of \$185,816.80 for Construction Management and Inspection Services for the Sugar Bowl West Village Sewer Project Phase 2A

D. Adopt a Resolution Awarding a Construction Contract to Farr Construction Corporation in the Amount of \$1,594,685 for the Sugar Bowl West Village Sewer Project Phase 2A

E. Budget Discussion

9. Director Reports: *In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda.*

10. Adjournment

Schedule of Upcoming Meetings

Regular Meeting – May 21, 2024

Regular Meeting – June 18, 2024

Regular Meeting – July 16, 2024

We certify that on April 12, 2024, a copy of this agenda was posted in public view at 53823 Sherritt Lane Soda Springs, California, and the Soda Springs General Store.

Deleane Mehler

Deleane Mehler
Administrative Assistant



Steven Palmer
General Manager

Agenda Item: 5A.1

Donner Summit Public Utility District

Check List

All Bank Accounts

March 14, 2024

April 16, 2024

Agenda Item: 5A1

Check Number	Check Date	Payee	Amount
Vendor Checks			
10214	03/14/24	ALPEN LILY LLC	487.50
10215	03/14/24	ANTHEM/BLUE CROSS	21,474.37
10216	03/14/24	AQUASIERRA	2,240.10
10217	03/14/24	CA DEPT. OF TAX & FEE ADMIN	420.78
10218	03/14/24	EMCOR SERVICES INC.	12,993.50
10219	03/14/24	ESRI	1,755.00
10220	03/14/24	GEI CONSULTANTS	1,024.96
10221	03/14/24	GRAINGER	311.10
10222	03/14/24	JIM KING	150.00
10223	03/14/24	JOSH SHELTON	150.00
10224	03/14/24	JUSTIN VOSBURGH	150.00
10225	03/14/24	PAUL SCHOTT	150.00
10226	03/14/24	SCHAELENE ROLLINS	617.50
10227	03/14/24	SEAN PATRICK	150.00
10228	03/14/24	SUBURBAN PROPANE	8,851.09
10229	03/14/24	THE OFFICE BOSS, INC.	148.73
10230	03/14/24	TRANSAMERICA LIFE INSURANCE	194.19
10231	03/14/24	TRUCKEE RENTS, INC.	75.71
10232	03/14/24	USA BLUEBOOK	83.38
10233	03/14/24	EMPLOYER DRIVEN SOLUTIONS	2,342.96
Vendor Check Total			<u>53,770.87</u>
Check List Total			<u>53,770.87</u>

Check count = 20

Check List

All Bank Accounts

March 19, 2024

Check Number	Check Date	Payee	Amount
Vendor Checks			
10234	03/19/24	EMPLOYER DRIVEN SOLUTIONS	7,504.54
10235	03/19/24	FED-EX	21.18
10236	03/19/24	NATIONAL LIFE INSURANCE CO.	62.17
10237	03/19/24	PARAGON PEST CONTROL	65.00
10238	03/19/24	SAFEGUARD BUSINESS SYSTEMS	311.20
10239	03/19/24	USA BLUEBOOK	48.98
10240	03/19/24	STEVEN PALMER	150.00
Vendor Check Total			<u>8,163.07</u>
Check List Total			<u><u>8,163.07</u></u>

Check count = 7

Donner Summit Public Utility District

Check List

All Bank Accounts
March 29, 2024

April 16, 2024

Agenda Item: 5A1

Check Number	Check Date	Payee	Amount
Vendor Checks			
10241	03/29/24	ALHAMBRA & SIERRA SPRINGS	37.00
10242	03/29/24	ALSCO	137.22
10243	03/29/24	AT&T	46.23
10244	03/29/24	AT&T	315.91
10245	03/29/24	AT&T	29.35
10246	03/29/24	AUERBACH ENGINEERING CORP	7,838.24
10247	03/29/24	BARNARD, VOGLER & CO.	4,244.68
10248	03/29/24	CASHMAN EQUIPMENT COMPANY	120.78
10249	03/29/24	CORBIN WILLITS SYSTEMS, INC.	474.50
10250	03/29/24	DEPARTMENT OF WATER RESOURCES	9,035.00
10251	03/29/24	FED-EX	11.79
10252	03/29/24	FED-EX	8.97
10253	03/29/24	HACH COMPANY	754.10
10254	03/29/24	HUNT & SONS, INC.	7,809.45
10255	03/29/24	MAPCOMMUNICATIONS	77.90
10256	03/29/24	MFCP INC	99.93
10257	03/29/24	MOUNTAIN HARDWARE & SPORTS	15.48
10258	03/29/24	MOUNTAIN HARDWARE & SPORTS	34.62
10259	03/29/24	MOUNTAIN HARDWARE & SPORTS	133.07
10260	03/29/24	PG&E COMPANY	44,824.41
10261	03/29/24	PG&E COMPANY	758.40
10262	03/29/24	PG&E COMPANY	94.93
10262	03/29/24	PG&E COMPANY	24.79
10263	03/29/24	SIERRA MOUNTAIN PIPE & SUPPLY	5,658.88
10264	03/29/24	SUBURBAN PROPANE	18,033.00
10265	03/29/24	SUBURBAN PROPANE	628.06
10266	03/29/24	TAHOE TRUCKEE SIERRA DISPOSAL-BIN	7,451.24
10267	03/29/24	THATCHER COMPANY OF NEVADA, INC.	652.80
10268	03/29/24	THATCHER COMPANY OF NEVADA, INC.	521.91
10269	03/29/24	TRUCKEE AUTO PARTS	403.17
10270	03/29/24	TRUCKEE RENTS, INC.	
Vendor Check Total			<u>110,275.81</u>
Check List Total			<u>110,275.81</u>

Check count = 30

Agenda Item: 5A.2

PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS			
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS		
**** 30 WATER SEWER King, James R 49	Regular			6,458.66	Social Security	406:63	457	150:00	Direct Deposit # 54	
	Holiday		18:0000		Medicare	95:10		1,292:31	Check Amt	0:00
	Life Ins Reimb Txble			100.00	Fed Income Tax	818:17		454:24	Chkg 730	2,838:09
	Sick Accr-Memo				CA Income Tax	431:97				
	Vacation -Memo				CA Disability	72:15				
	EMPLOYEE TOTAL		8:0000	6,558.66		1,824:02		1,896:55	Net Pay	2,838:09
Patrick, Sean M 59	Regular	51:0800	69:5000	3,550.06	Social Security	272:38	457	450:00	Direct Deposit # 55	
	Holiday	51:0800	10:0000	510.80	Medicare	63:82		37:41	Check Amt	0:00
	Sick	51:0800	0:5000	25.54	Fed Income Tax	381:09			Chkg 717	2,906:26
	Stand By			315.00	CA Income Tax	241:52				
		EMPLOYEE TOTAL		80:0000	4,401.40	CA Disability	48:42			
	CHECK 1 TOTAL		80:0000	4,401.40		1,007:73		487:41	Net Pay	2,906:26
	Overtime	76:6200	12:5000	957.75	Social Security	65:72			Direct Deposit # 56	
	Double Time	102:1600	1:0000	102.16	Medicare	15:36			Check Amt	0:00
					Fed Income Tax	43:30			Chkg 717	909:49
					CA Income Tax	14:38				
					CA Disability	11:66				
	CHECK 2 TOTAL		13:5000	1,059.91		150:42			Net Pay	909:49
	EMPLOYEE TOTAL		93:5000	5,461.31		1,158:15		487:41	Net Pay	3,815:75
Schott, Paul A 14	Regular	54:0500	80:0000	4,324.00	Social Security	363:07	457	850:00	Direct Deposit # 57	
	Overtime	81:0750	5:0000	405.38	Medicare	84:91		150:00	Check Amt	0:00
	Double Time	108:1000	2:0000	216.20	Fed Income Tax	878:48			Chkg 019	3,115:79
	Holiday	54:0500	10:0000	540.50	CA Income Tax	349:41				
	Life Ins Reimb Txble			100.00	CA Disability	64:42				
	EMPLOYEE TOTAL		97:0000	5,856.08		1,740:29		1,000:00	Net Pay	3,115:79
Shelton, Joshua M... 64	Regular	37:6000	77:0000	2,895.20	Social Security	220:38	457	50:00	Direct Deposit # 58	
	Overtime	56:4000	1:2500	70.50	Medicare	51:55			Check Amt	0:00
	Holiday	37:6000	10:0000	376.00	Fed Income Tax	308:31			Chkg 722	2,689:36
	Life Ins Reimb Txble			100.00	CA Income Tax	195:80				
	Sick	37:6000	3:0000	112.80	CA Disability	39:10				
	EMPLOYEE TOTAL		91:2500	3,554.50		815:14		50:00	Net Pay	2,689:36
Vosburgh, Justin E 57	Regular	55:7000	39:7500	2,214.08	Social Security	284:64	457	200:00	Direct Deposit # 59	
	Holiday	55:7000	10:0000	557.00	Medicare	66:57		35:00	Check Amt	0:00
	Stand By			135.00	Fed Income Tax	652:21		171:34	Chkg 400	2,843:26
	Vacation	55:7000	30:2500	1,684.93	CA Income Tax	287:49				
		EMPLOYEE TOTAL		80:0000	4,591.01	CA Disability	50:50			
	CHECK 1 TOTAL		80:0000	4,591.01		1,341:41		406:34	Net Pay	2,843:26
	Overtime	83:5500	16:0000	1,336.80	Social Security	82:88			Direct Deposit # 60	
					Medicare	19:38			Check Amt	0:00
					Fed Income Tax	84:11			Chkg 400	1,110:28

PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
**** 30 WATER SEWER Vosburgh, Justin E (cont.) 57					CA Income Tax 25.45 CA Disability 14.70		
	CHECK 2 TOTAL		16.0000	1,336.80	226.52		Net Pay 1,110.28
	EMPLOYEE TOTAL		96.0000	5,927.81	1,567.93	406.34	Net Pay 3,953.54
**** 40 BOARD MEMBER Combs, William C 68	Regular			250.00	Social Security 45.24 Medicare 10.58 CA Income Tax 7.11 CA Disability 8.03		Direct Deposit # 61 Check Amt 0.00 Chkg 718 658.84
	Health Stipend			479.80			
	EMPLOYEE TOTAL			729.80	70.96		Net Pay 658.84
Gamick, Philip 28	Regular			250.00	Social Security 77.25 Medicare 18.07 Fed Income Tax 62.29 CA Income Tax 14.06 CA Disability 13.71		Direct Deposit # 62 Check Amt 0.00 Chkg 486 1,060.58
	Health Stipend			995.96			
	EMPLOYEE TOTAL			1,245.96	185.38		Net Pay 1,060.58
Kaufman, Joan B 67	Regular			275.00	Social Security 88.22 Medicare 20.63 Fed Income Tax 94.44 CA Income Tax 28.24 CA Disability 15.65		Direct Deposit # 63 Check Amt 0.00 Chkg 974 1,175.68
	Health Stipend			1,147.86			
	EMPLOYEE TOTAL			1,422.86	247.18		Net Pay 1,175.68
Parkhurst, Dawn E 66	Regular			250.00	Social Security 63.89 Medicare 14.94 Fed Income Tax 297.36 CA Income Tax 13.73 CA Disability 11.34		Direct Deposit # 64 Check Amt 0.00 Chkg 320 629.28
	Health Stipend			780.54			
	EMPLOYEE TOTAL			1,030.54	401.26		Net Pay 629.28
Preis, Cathy 44	Regular			300.00	Social Security 62.84 Medicare 14.70 Fed Income Tax 65.17 CA Income Tax 7.27 CA Disability 11.15		Direct Deposit # 65 Check Amt 0.00 Chkg 011 852.46
	Health Stipend			713.59			
	EMPLOYEE TOTAL			1,013.59	161.13		Net Pay 852.46
**** 50 ADMIN Mehler, Deleane 51	Regular	44.2700	72.0000	3,187.44	Social Security 219.58 Medicare 51.35 Fed Income Tax 516.11 CA Income Tax 189.36 CA Disability 38.96	100.00 243.52 103.78	Direct Deposit # 66 Check Amt 0.00 Chkg 963 2,078.94
	Holiday	44.2700	8.0000	354.16		Loan 2 Loan Payment	
	EMPLOYEE TOTAL		80.0000	3,541.60	1,015.36	447.30	Net Pay 2,078.94

PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS
**** 50 ADMIN (cont.) Palmer, Steven V 65	Regular Holiday		8:0000	7,456:04				
					Social Security Medicare Fed Income Tax CA Income Tax CA Disability	462:27 108:11 1,227:14 579:38 82:02	201:93	
							Direct Deposit # 67 Check Amt 0:00 Chkg 779 4,007:19 Savg 217 788:00	
	EMPLOYEE TOTAL		8:0000	7,456:04		2,458:92	201:93	
COMPANY TOTALS 12 Person(s) 14 Transaction(s)	Regular Double Time Overtime Health Stipend Holiday Life Ins Reimb Txble Sick Stand By Vacation Sick Accr-Memo Vacation -Memo COMPANY TOTAL		338:2500 3:0000 34:7500 4,117:75 64:0000 300:00 3:5000 720:00 30:2500 3,70 10:77 473:7500	31,410:48 318:36 2,770:43 4,117:75 2,338:46 300:00 138:34 720:00 1,684:93 3,70 10:77 43,798:75		Social Security Medicare Fed Income Tax CA Income Tax CA Disability	2,715:49 635:07 5,428:18 2,385:17 481:81	2,001:93 150:00 1,292:31 72:41 414:86 558:02
						11,645:72	4,489:53	
					Employer Liabilities		Net Pay 27,663:50	
					Social Security Medicare Fed Unemploy CA Unemploy	2,715:52 635:07 32:68 337:45		
				TOTAL EMPLOYER LIABILITY		3,720:70		
				TOTAL TAX LIABILITY		15,366:42		

(IC) = Independent Contractor

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/01/24: \$47,447.04

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	47,447.04
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	47,447.04
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	3,197.22
	CASH REQUIRED FOR CHECK DATE 03/01/24	50,644.26

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
02/29/24	FIVE STAR BANK	xxxxxxxxxxxx707	Direct Deposit	Net Pay Allocations	27,663.50	27,663.50
02/29/24	FIVE STAR BANK	xxxxxxxxxxxx707	Readychex@	Check Amounts	4,417.12	4,417.12
02/29/24	FIVE STAR BANK	xxxxxxxxxxxx707	Taxpay@	Employee Withholdings		
				Social Security	2,715.49	
				Medicare	635.07	
				Fed Income Tax	5,428.18	
				CA Income Tax	2,385.17	
				CA Disability	481.81	
				Total Withholdings	11,645.72	
				Employer Liabilities		
				Social Security	2,715.52	
				Medicare	635.07	
				Fed Unemploy	32.66	
				CA Unemploy	337.45	
				Total Liabilities	3,720.70	15,366.42
				EFT FOR 02/29/24		47,447.04
				TOTAL EFT		47,447.04

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
03/01/24	Refer to your records for account	Information	Payroll	Employee Deductions		
				457	2,001.93	
				Credit Un 2	150.00	
				Life Ins EE Post Tax	72.41	
				Loan 2	414.86	

PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS
**** 30 WATER SEWER King, James R 49	Regular			6,458.66				
	Vacation		M16.0000					
	Sick Accr-Memo				M1.85			
	Vacation-Memo				M4.62			
	EMPLOYEE TOTAL			16.0000	6,458.66			
					400.44 93.65 794.17 421.74 71.05	150.00 1,292.31 454.24	Direct Deposit # 68 Check Amt Chkg 730	0:00 0:00 2,781.06
Patrick, Sean M 59	Regular	51.0800	65.0000	3,320.20				
	Overtime	76.6200	2.0000	153.24				
	Holiday	51.0800	10.0000	510.80				
	Sick	51.0800	5.0000	255.40				
	Stand By			135.00				
EMPLOYEE TOTAL			82.0000	4,374.64				
					271.22 63.44 377.88 238.78 48.12	457.00 450.00	Net Pay Direct Deposit # 69 Check Amt Chkg 717	2,781.06 0:00 2,925.20
Schott, Paul A 14	Regular	54.0500	80.0000	4,324.00				
	Stand By			270.00				
	Sick Accr-Memo				M1.85			
	Vacation-Memo				M6.15			
	EMPLOYEE TOTAL			80.0000	4,594.00			
CHECK 1 TOTAL			80.0000	4,594.00				
					999.44 284.83 66.62	450.00 850.00 150.00	Net Pay Direct Deposit # 70 Check Amt Chkg 019	2,925.20 0:00 2,389.08
Overtime	81.0750	12.5000	1,013.44					
Double Time	108.1000	4.0000	432.40					
Sick Accr-Memo				M1.85				
Vacation-Memo				M6.15				
CHECK 2 TOTAL			16.5000	1,445.84				
					89.64 20.96 136.89 29.25 15.90		Direct Deposit # 71 Check Amt Chkg 019	0:00 1,153.20
Shelton, Joshua M... 64	Regular	37.6000	70.0000	2,632.00				
	Overtime	56.4000	12.7500	719.10				
	Vacation	37.6000	10.0000	376.00				
	EMPLOYEE TOTAL			92.7500	3,727.10			
	CHECK 1 TOTAL			80.0000	4,771.00			
					1,497.56 231.08 54.04 329.02 213.46 41.00	1,000.00 50.00	Net Pay Direct Deposit # 72 Check Amt Chkg 722	3,542.28 0:00 2,808.50
Vosburgh, Justin E 57	Regular	55.7000	70.0000	3,899.00				
	Sick	55.7000	10.0000	557.00				
	Stand By			315.00				
	EMPLOYEE TOTAL			80.0000	4,771.00			
	CHECK 1 TOTAL			80.0000	4,771.00			
					868.60 295.81 69.18 694.67 305.90 52.48	50.00 200.00 171.34	Net Pay Direct Deposit # 73 Check Amt Chkg 400	2,808.50 0:00 2,981.62
Overtime	83.5500	26.5000	2,214.08					
					137.27 32.11 189.38 75.26 24.35	371.34	Net Pay Direct Deposit # 74 Check Amt Chkg 400	2,981.62 0:00 1,755.71

PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS	
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS
**** 30 WATER SEWER (cont.) Vosburgh, Justin E (cont.) 57								
	CHECK 2 TOTAL		26.5000	2,214.08		458.37	Net Pay 1,755.71	
	EMPLOYEE TOTAL		106.5000	6,985.08		1,876.41	371.34 Net Pay 4,737.33	
**** 50 ADMIN Mehler, Deleane 51	Regular	44.2700	64.0000	2,833.28	Social Security	219.58	100.00	Direct Deposit # 75
	Sick	44.2700	16.0000	708.32	Medicare	51.35	243.52	Check Amt 0.00
					Fed Income Tax	516.11	103.78	Chkg 963 2,078.94
					CA Income Tax	189.36		
					CA Disability	38.96		
	EMPLOYEE TOTAL		80.0000	3,541.60		1,015.36	447.30	Net Pay 2,078.94
Palmer, Steven V 65	Regular		M12.0000	7,456.04	Social Security	462.28	201.93	Direct Deposit # 76
	Sick				Medicare	108.12		Check Amt 0.00
					Fed Income Tax	1,227.14		Chkg 779 4,007.17
					CA Income Tax	579.38		Savg 217 788.00
					CA Disability	82.02		
	EMPLOYEE TOTAL		12.0000	7,456.04		2,458.94	201.93	Net Pay 4,795.17
COMPANY TOTALS 7 Person(s) 9 Transaction(s)	Regular		349.0000	30,923.18	Social Security	2,392.15	2,001.93	Check Amt 0.00
	Double Time		4.0000	432.40	Medicare	559.47	150.00	Dir Dep 23,668.48
	Overtime		53.7500	4,099.86	Fed Income Tax	4,847.90	1,292.31	
	Holiday		10.0000	510.80	CA Income Tax	2,273.43		
	Sick		43.0000	1,520.72	CA Disability	424.41	414.86	
	Stand By			720.00			558.02	Loan Payment
	Vacation		26.0000	376.00				
	Sick Accr-Memo				5.55			
	Vacation -Memo				16.92			
	COMPANY TOTAL		485.7500	38,582.96		10,497.36	4,417.12	Net Pay 23,668.48
					<i>Employer Liabilities</i>			
					Social Security	2,392.14		
					Medicare	559.43		
					TOTAL EMPLOYER LIABILITY	2,951.57		
					TOTAL TAX LIABILITY	13,448.93		

(IC) = Independent Contractor

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/15/24: \$41,534.53

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	41,534.53
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	41,534.53
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	3,124.81
	CASH REQUIRED FOR CHECK DATE 03/15/24	44,659.34

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
03/14/24	FIVE STAR BANK	xxxxxxxxxxxx707	Direct Deposit	Net Pay Allocations	23,668.48	23,668.48
03/14/24	FIVE STAR BANK	xxxxxxxxxxxx707	Readychex®	Check Amounts	4,417.12	4,417.12
03/14/24	FIVE STAR BANK	xxxxxxxxxxxx707	Taxpay®	Employee Withholdings		
				Social Security	2,392.15	
				Medicare	559.47	
				Fed Income Tax	4,847.90	
				CA Income Tax	2,273.43	
				CA Disability	424.41	
				Total Withholdings	10,497.36	
				Employer Liabilities		
				Social Security	2,392.14	
				Medicare	559.43	
				Total Liabilities	2,951.57	13,448.93
				EFT FOR 03/14/24		41,534.53
				TOTAL EFT		41,534.53

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
03/15/24	Refer to your records for account information		Payroll	Employee Deductions		
				457	2,001.93	
				Credit Un 2	150.00	
				Loan 2	414.86	

PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS		
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS	
**** 30 WATER SEWER King, James R 49	Regular			6,458.66	Social Security	406.64	150.00	Direct Deposit # 77	
	Life Ins Reimb Tble			100.00	Medicare	95.10	1,292.31	Check Amt	0:00
	Sick Accr-Memo				Fed Income Tax	818.17	454.24	Chkg 730	2,838.08
	Vacation-Memo				CA Income Tax	431.97			
					CA Disability	72.15			
	EMPLOYEE TOTAL			6,558.66		1,824.03	1,896.55	Net Pay	2,838.08
Patrick, Sean M 59	Regular	51.0800	55.2500	2,822.17	Social Security	261.73	450.00	Direct Deposit # 78	
	Holiday	51.0800	20.0000	1,021.60	Medicare	61.21	37.41	Check Amt	0:00
	Sick	51.0800	2.2500	114.93	Fed Income Tax	359.49		Chkg 717	2,782.02
	Stand By			135.00	CA Income Tax	223.10			
	Vacation	51.0800	2.5000	127.70	CA Disability	46.44			
	EMPLOYEE TOTAL		80.0000	4,221.40		951.97	487.41	Net Pay	2,782.02
Schott, Paul A 14	Regular	54.0500	60.0000	3,243.00	Social Security	312.67	850.00	Direct Deposit # 79	
	Overtime	81.0750	3.7500	304.03	Medicare	73.13	150.00	Check Amt	0:00
	Life Ins Reimb Tble			100.00	Fed Income Tax	683.35		Chkg 019	2,652.17
	Sick	54.0500	10.0000	540.50	CA Income Tax	266.24			
	Stand By			315.00	CA Disability	55.47			
	EMPLOYEE TOTAL		83.7500	5,043.03		1,390.86	1,000.00	Net Pay	2,652.17
Shelton, Joshua M... 64	Regular	37.6000	68.0000	2,556.80	Social Security	192.70	50.00	Direct Deposit # 80	
	Life Ins Reimb Tble			100.00	Medicare	45.06		Check Amt	0:00
	Sick	37.6000	2.0000	75.20	Fed Income Tax	254.73		Chkg 722	2,381.20
	Vacation	37.6000	10.0000	376.00	CA Income Tax	150.12			
		EMPLOYEE TOTAL		80.0000	3,108.00		676.80	50.00	Net Pay
Vosburgh, Justin E 57	Regular	55.7000	79.0000	4,400.30	Social Security	276.27	200.00	Direct Deposit # 81	
	Vacation	55.7000	1.0000	55.70	Medicare	64.61	35.00	Check Amt	0:00
					Fed Income Tax	622.51	171.34	Chkg 400	2,763.57
					CA Income Tax	273.68			
					CA Disability	49.02			
	CHECK 1 TOTAL		80.0000	4,456.00		1,286.09	406.34	Net Pay	2,763.57
	Overtime	83.5500	10.0000	835.50	Social Security	65.62		Direct Deposit # 82	
	Double Time	111.4000	2.0000	222.80	Medicare	15.34		Check Amt	0:00
					Fed Income Tax	50.69		Chkg 400	899.67
	CHECK 2 TOTAL		12.0000	1,058.30		158.63		Net Pay	899.67
	EMPLOYEE TOTAL		92.0000	5,514.30		1,444.72	406.34	Net Pay	3,663.24
**** 40 BOARD MEMBER Combs, William C 68	Health Stipend			476.74	Social Security	29.56		Direct Deposit # 83	
					Medicare	6.91		Check Amt	0:00
					CA Disability	5.24		Chkg 718	435.03

PAYROLL JOURNAL

0085 0085-T591 Donner Summit Public Utility

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS			
**** 40 BOARD MEMBER (cont.)							
Combs, Willam C (cont.)							
68							
EMPLOYEE TOTAL				476.74		41.71	Net Pay 435.03
Gamick, Phillip 28	Health Stipend			995.96	Social Security 61.75 Medicare 14.44 Fed Income Tax 50.00 CA Income Tax 8.69 CA Disability 10.96		Direct Deposit # 84 0.00 Check Amt Chkg 486 850.12
EMPLOYEE TOTAL				995.96	145.84		Net Pay 850.12
Kaufman, Joan B 67	Health Stipend			1,147.86	Social Security 71.17 Medicare 16.65 Fed Income Tax 61.44 CA Income Tax 16.31 CA Disability 12.63		Direct Deposit # 85 0.00 Check Amt Chkg 974 969.66
EMPLOYEE TOTAL				1,147.86	178.20		Net Pay 969.66
Parkhurst, Dawn E 66	Health Stipend			780.54	Social Security 48.39 Medicare 11.32 Fed Income Tax 271.90 CA Income Tax 8.23 CA Disability 8.59		Direct Deposit # 86 0.00 Check Amt Chkg 320 432.11
EMPLOYEE TOTAL				780.54	348.43		Net Pay 432.11
Preis, Cathy 44	Overtime			713.59	Social Security 44.24 Medicare 10.35 Fed Income Tax 31.74 CA Income Tax 0.67 CA Disability 7.85		Direct Deposit # 87 0.00 Check Amt Chkg 011 618.74
EMPLOYEE TOTAL				713.59	94.85		Net Pay 618.74
**** 50 ADMIN							
Mehler, Deleane							
51							
Regular	44.2700	77.0000	3,408.79		Social Security 219.58 Medicare 51.36 Fed Income Tax 516.11 CA Income Tax 169.36 CA Disability 38.96	457 100.00 Loan 2 Loan Payment 103.78	Direct Deposit # 88 0.00 Check Amt Chkg 963 2,078.93
Sick	44.2700	3.0000	132.81				
EMPLOYEE TOTAL				3,541.60	1,015.37	447.30	Net Pay 2,078.93
Palmer, Steven V 65	Regular		80.0000	7,456.04	Social Security 462.27 Medicare 108.11 Fed Income Tax 1,227.14 CA Income Tax 579.38 CA Disability 82.02	457 201.93	Direct Deposit # 89 0.00 Check Amt Chkg 779 4,007.19 Savg 217 788.00
EMPLOYEE TOTAL				7,456.04	2,458.92	201.93	Net Pay 4,795.19
COMPANY TOTALS							
12 Person(s)	Regular		339.2500	30,345.76	Social Security 2,452.59 Medicare 573.59 Fed Income Tax 4,947.27	457 2,001.93 Credit Un 2 Gamishment 150.00 1,292.31	Check Amt 0.00 Dir Dep 24,496.49
13 Transaction(s)	Double Time		2.0000	222.80			
	Overtime		13.7500	1,853.12			

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 03/29/24: \$42,741.91

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -	TOTAL ELECTRONIC FUNDS TRANSFER (EFT)	42,741.91
	CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT	42,741.91
	TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES	3,197.22
	CASH REQUIRED FOR CHECK DATE 03/29/24	45,939.13

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex **at or after 12:01 A.M.** on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
03/28/24	FIVE STAR BANK	xxxxxxxxxxxx707	Direct Deposit	Net Pay Allocations	24,496.49	24,496.49
03/28/24	FIVE STAR BANK	xxxxxxxxxxxx707	Readychex®	Check Amounts	4,417.12	4,417.12
03/28/24	FIVE STAR BANK	xxxxxxxxxxxx707	Taxpay®	Employee Withholdings		
				Social Security	2,452.59	
				Medicare	573.59	
				Fed Income Tax	4,947.27	
				CA Income Tax	2,163.09	
				CA Disability	435.16	
				Total Withholdings	10,571.70	
				Employer Liabilities		
				Social Security	2,452.58	
				Medicare	573.58	
				Fed Unemploy	24.69	
				CA Unemploy	201.63	
				CA Emp Train	4.12	
				Total Liabilities	3,256.60	13,828.30
				EFT FOR 03/28/24		42,741.91
				TOTAL EFT		42,741.91

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
03/29/24	Refer to your records for account information		Payroll	Employee Deductions		
				457	2,001.93	
				Credit Un 2	150.00	
				Life Ins EE Post Tax	72.41	

Agenda Item: 5A.3

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 SCHEDULE OF CASH AND DEBT RESTRICTED RESERVES
 FEBRUARY 29, 2024

<u>Bank Account</u>	<u>Reserve</u>	<u>Book Balance</u>	<u>Reserves Restricted</u>
Five Star #5723 Money Market		\$ 500,439.84	
Five Star Bank #5715 General Disbursement		(152,068.52)	
Five Star Bank #5693 Main Checking		833,144.73	
LAIF		3,542.20	
	SWRCB Loan Construction		719,191.03
	WTP Loan Construction		10,359.94
	Big Bend Water Loan Reserve 1		5,662.40
	Big Bend Water Loan Reserve 2		2,325.60
	Big Bend Assessment		2,104.56
	Big Bend Loan Fund - Loan 1		14,156.00
	Big Bend Loan Fund - Loan 2		5,814.00
	Sugar Bowl Expansion		142,288.04
Totals		<u>1,185,058.25</u>	<u>901,901.57</u>
Unrestricted Cash Available			<u>\$ 283,156.68</u>

Agenda Item: 5A.4

DONNER SUMMIT PUBLIC UTILITY DISTRICT
FINANCIAL STATEMENTS
AND
INDEPENDENT ACCOUNTANTS' COMPILATION REPORT
FEBRUARY 29, 2024

DONNER SUMMIT PUBLIC UTILITY DISTRICT
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FEBRUARY 29, 2024

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To the Board of Directors
Donner Summit Public Utility District

Management is responsible for the accompanying financial statements of the business-type activities of Donner Summit Public Utility District (the District) which comprise the statements of activities and changes in net position – budgetary basis for the eight months ended February 29, 2024 in accordance with the budgetary basis of accounting, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The accompanying supplementary information contained on page 8 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the District's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The financial statements are prepared on the budgetary basis of accounting, which includes expensing capital outlay purchases and principal payments on long-term debt. The budgetary basis of accounting is a basis of accounting other than accounting principles generally accepted in the United States of America.

Barnard, Vogler & Co.

Reno, Nevada
April 8, 2024

DONNER SUMMIT PUBLIC UTILITY DISTRICT
STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
COMBINED BUSINESS-TYPE ACTIVITIES
FOR THE EIGHT MONTHS ENDED FEBRUARY 29, 2024

	Water	Sewer	Treatment	Admin	Total
Program Revenue					
Water fees	\$ 528,198.03	\$ -	\$ -	\$ -	\$ 528,198.03
Sewer fees	-	430,978.34	1,292,935.01	-	1,723,913.35
Connection fees	-	-	-	-	-
Recycled water sales	-	-	-	-	-
Non-CFD revenue for WWTP loan	-	-	3,088.83	-	3,088.83
Sierra Lakes service	-	-	349,802.00	-	349,802.00
Big Bend service fees	23,310.00	-	-	-	23,310.00
Big Bend assessment	15,578.64	-	-	-	15,578.64
Total Program Revenue	<u>567,086.67</u>	<u>430,978.34</u>	<u>1,645,825.84</u>	<u>-</u>	<u>2,643,890.85</u>
Expenses					
Salaries-operations	95,040.04	79,920.03	257,039.90	208,346.42	640,346.39
Overtime	11,158.52	9,383.30	30,178.63	-	50,720.45
Employee benefits and taxes	31,593.90	24,121.46	84,820.49	62,901.05	203,436.90
Board expense	-	-	-	55,325.52	55,325.52
Professional fees	61,943.20	290.54	16,005.53	87,531.24	165,770.51
Dues and subscriptions	210.00	-	1,199.75	8,671.00	10,080.75
Fees, permits, certifications, leases	6,721.71	-	29,245.05	13,108.65	49,075.41
Training, education, travel	154.58	-	508.32	1,099.86	1,762.76
Insurance	35,011.34	29,147.80	92,756.01	8,058.82	164,973.97
Office supplies and miscellaneous	236.00	262.88	850.46	5,388.07	6,737.41
Utilities, communications, telemetry	38,494.17	20,901.21	264,674.35	23,371.65	347,441.38
Chemicals and lab supplies	10,756.90	-	140,234.51	-	150,991.41
Laboratory testing	(140.00)	-	25,920.00	-	25,780.00
Equipment maintenance and repair	15,044.76	7,463.25	23,952.08	-	46,460.09
Small equipment and rental	20,456.99	20,457.01	476.39	281.87	41,672.26
Operating supplies	498.75	3,397.78	605.33	2,271.07	6,772.93
Sludge removal	-	-	20,123.23	-	20,123.23
Vehicle maintenance, repair, fuel	2,354.53	7,063.62	6,288.73	-	15,706.88
Infiltration and inflow program	-	33,014.25	-	-	33,014.25
Facility maintenance and repair	107,689.96	4,808.59	43,524.84	1,455.00	157,478.39
Amortization of land lease	-	-	14,462.00	-	14,462.00
Debt service	29,063.64	-	719,191.03	-	748,254.67
Capital equipment	24,533.83	17,326.58	61,017.38	-	102,877.79
Sugar Bowl expansion	-	170,025.70	-	-	170,025.70
Capital projects	-	-	-	-	-
Total Expenses	<u>490,822.82</u>	<u>427,584.00</u>	<u>1,833,074.01</u>	<u>477,810.22</u>	<u>3,229,291.05</u>
Excess (Deficiency) of Program Revenues Over Expenses					
	76,263.85	3,394.34	(187,248.17)	(477,810.22)	(585,400.20)
General Revenues					
Interest revenue	-	-	-	2,361.10	2,361.10
CFD revenue for WWTP loan	-	-	167,949.45	-	167,949.45
Property tax	20,963.57	13,750.22	60,575.30	-	95,289.09
Other income	34,701.75	3,443.76	3,661.00	2,934.66	44,741.17
Sugar Bowl expansion	-	176,344.00	-	-	176,344.00
Grants	675.00	-	-	-	675.00
Total General Revenues	<u>56,340.32</u>	<u>193,537.98</u>	<u>232,185.75</u>	<u>5,295.76</u>	<u>487,359.81</u>
Increase (Decrease) in Net Position					
	<u>\$ 132,604.17</u>	<u>\$ 196,932.32</u>	<u>\$ 44,937.58</u>	<u>\$ (472,514.46)</u>	<u>\$ (98,040.39)</u>
Net Position, Beginning of Year					<u>12,798,744.03</u>
Net Position, End of Period					<u>\$ 12,700,703.64</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - WATER
 FOR THE EIGHT MONTHS ENDED FEBRUARY 29, 2024

	Actual Year to Date 2/29/24	Budget Total Fiscal Year 2024	Budget Percent Complete 2/29/24	Remaining Budget 2/29/24
Program Revenue				
Water fees	\$ 528,198.03	\$ 677,677.00	77.94%	\$ (149,478.97)
Connection fees	-	-	0.00%	-
Big Bend service fees	23,310.00	31,546.00	73.89%	(8,236.00)
Big Bend assessment	15,578.64	20,772.00	75.00%	(5,193.36)
Total Program Revenue	<u>567,086.67</u>	<u>729,995.00</u>	<u>77.68%</u>	<u>(162,908.33)</u>
Expenses				
Salaries-operations	95,040.04	129,183.00	73.57%	34,142.96
Overtime	11,158.52	13,295.00	83.93%	2,136.48
Employee benefits and taxes	31,593.90	52,477.00	60.21%	20,883.10
Professional fees	61,943.20	115,452.00	53.65%	53,508.80
Dues and subscriptions	210.00	680.00	30.88%	470.00
Fees, permits, certifications, leases	6,721.71	17,530.00	38.34%	10,808.29
Training, education, travel	154.58	1,000.00	15.46%	845.42
Insurance	35,011.34	47,700.00	73.40%	12,688.66
Office supplies and miscellaneous	236.00	550.00	42.91%	314.00
Utilities, communications, telemetry	38,494.17	50,309.00	76.52%	11,814.83
Chemicals and lab supplies	10,756.90	30,000.00	35.86%	19,243.10
Laboratory testing	(140.00)	5,000.00	-2.80%	5,140.00
Equipment maintenance and repair	15,044.76	39,645.00	37.95%	24,600.24
Small equipment and rental	20,456.99	3,150.00	649.43%	(17,306.99)
Operating supplies	498.75	390.00	127.88%	(108.75)
Vehicle maintainance, repair, fuel	2,354.53	5,610.00	41.97%	3,255.47
Facility maintenance and repair	107,689.96	97,313.00	110.66%	(10,376.96)
Angela WTP loan principal and interest	9,093.64	18,188.00	50.00%	9,094.36
Big Bend debt service	19,970.00	19,970.00	100.00%	0.00
Capital equipment	24,533.83	25,676.00	95.55%	1,142.17
Capital projects	-	37,300.00	0.00%	37,300.00
Total Expenses	<u>490,822.82</u>	<u>710,418.00</u>	<u>69.09%</u>	<u>219,595.18</u>
Excess of Program				
Revenues Over Expenses	76,263.85	19,577.00	389.56%	56,686.85
General Revenues				
Property tax	20,963.57	30,213.00	69.39%	9,249.43
Other income	34,701.75	55,250.00	62.81%	20,548.25
Grants	675.00	20,400.00	100.00%	19,725.00
Total General Revenues	<u>56,340.32</u>	<u>105,863.00</u>	<u>232.20%</u>	<u>49,522.68</u>
Increase in Net Position	<u>\$ 132,604.17</u>	<u>\$ 125,440.00</u>	<u>105.71%</u>	<u>\$ 106,209.53</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - SEWER
 FOR THE EIGHT MONTHS ENDED FEBRUARY 29, 2024

	Actual Year to Date 2/29/24	Budget Total Fiscal Year 2024	Budget Percent Complete 2/29/24	Remaining Budget 2/29/24
Program Revenue				
Sewer fees	\$ 430,978.34	\$ 483,683.00	89.10%	\$ (52,704.66)
Connection fees	-	-	0.00%	-
Total Program Revenue	<u>430,978.34</u>	<u>483,683.00</u>	<u>89.10%</u>	<u>(52,704.66)</u>
Expenses				
Salaries-operations	79,920.03	108,631.00	73.57%	28,710.97
Overtime	9,383.30	11,180.00	83.93%	1,796.70
Employee benefits and taxes	24,121.46	44,649.00	54.02%	20,527.54
Professional fees	290.54	-	0.00%	(290.54)
Training, education and travel	-	300.00	0.00%	300.00
Insurance	29,147.80	40,111.00	72.67%	10,963.20
Office supplies and miscellaneous	262.88	550.00	47.80%	287.12
Utilities, communications, telemetry	20,901.21	30,512.00	68.50%	9,610.79
Chemicals and lab supplies	-	500.00	0.00%	500.00
Small equipment and rental	20,457.01	-	0.00%	(20,457.01)
Operating supplies	3,397.78	1,200.00	283.15%	(2,197.78)
Infiltration and inflow program	33,014.25	30,000.00	110.05%	(3,014.25)
Equipment maintenance and repair	7,463.25	24,350.00	30.65%	16,886.75
Vehicle maintenance, repair, fuel	7,063.62	5,410.00	130.57%	(1,653.62)
Facility maintenance and repair	4,808.59	7,640.00	62.94%	2,831.41
Capital equipment	17,326.58	18,725.00	92.53%	1,398.42
Sugar Bowl expansion	170,025.70	-		
Capital projects	-	8,200.00	0.00%	8,200.00
Total Expenses	<u>427,584.00</u>	<u>332,418.00</u>	<u>77.48%</u>	<u>74,859.70</u>
Excess of Program				
Revenues Over Expenses	3,394.34	151,265.00	114.65%	(147,870.66)
General Revenues				
Property tax	13,750.22	20,353.00	67.56%	(6,602.78)
Other income	3,443.76	3,000.00	114.79%	443.76
Sugar Bowl expansion	176,344.00	-		
Total General Revenues	<u>193,537.98</u>	<u>23,353.00</u>	<u>73.63%</u>	<u>(6,159.02)</u>
Increase in Net Position	<u>\$ 196,932.32</u>	<u>\$ 174,618.00</u>	<u>-3.62%</u>	<u>\$ 22,314.32</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - WASTEWATER TREATMENT
 FOR THE EIGHT MONTHS ENDED FEBRUARY 29, 2024

	Actual Year to Date 2/29/24	Budget Total Fiscal Year 2024	Budget Percent Complete 2/29/24	Remaining Budget 2/29/24
Program Revenue				
Sewer fees	\$ 1,292,935.01	\$ 1,531,662.00	84.41%	\$ (238,726.99)
Recycled water sales	-	-	0.00%	-
Non-CFD revenue for WWTP loan	3,088.83	281,044.00	1.10%	(277,955.17)
Sierra Lakes service	349,802.00	547,280.00	63.92%	(197,478.00)
Total Program Revenue	<u>1,645,825.84</u>	<u>2,359,986.00</u>	<u>69.74%</u>	<u>(714,160.16)</u>
Expenses				
Salaries-operations	257,039.90	349,380.00	73.57%	92,340.10
Overtime	30,178.63	35,957.00	83.93%	5,778.37
Employee benefits and taxes	84,820.49	143,601.00	59.07%	58,780.51
Professional fees	16,005.53	52,900.00	30.26%	36,894.47
Dues and subscriptions	1,199.75	2,200.00	54.53%	1,000.25
Fees, permits, certifications, leases	29,245.05	28,000.00	104.45%	(1,245.05)
Training, education, travel	508.32	3,120.00	16.29%	2,611.68
Insurance	92,756.01	129,006.00	71.90%	36,249.99
Office supplies and miscellaneous	850.46	2,248.00	37.83%	1,397.54
Utilities, communications, telemetry	264,674.35	458,000.00	57.79%	193,325.65
Chemicals and lab supplies	140,234.51	180,380.00	77.74%	40,145.49
Laboratory testing	25,920.00	26,043.00	99.53%	123.00
Small equipment and rental	476.39	1,240.00	38.42%	763.61
Operating supplies	605.33	375.00	161.42%	(230.33)
Equipment maintenance and repair	23,952.08	19,420.00	123.34%	(4,532.08)
Vehicle maintenance, repair, fuel	6,288.73	17,520.00	35.89%	11,231.27
Sludge removal	20,123.23	22,340.00	90.08%	2,216.77
Facility maintenance and repair	43,524.84	61,520.00	70.75%	17,995.16
Amortization of land lease	14,462.00	21,693.00	66.67%	7,231.00
WWTP loan	719,191.03	719,191.00	100.00%	(0.03)
Capital equipment	61,017.38	68,886.00	88.58%	7,868.62
Total Expenses	<u>1,833,074.01</u>	<u>2,343,020.00</u>	<u>78.24%</u>	<u>509,945.99</u>
Excess (Deficiency) of Program				
Revenues Over Expenses	(187,248.17)	16,966.00	-1103.67%	(204,214.17)
General Revenues				
CFD revenue for WWTP loan	167,949.45	290,593.00	57.80%	(122,643.55)
Property tax	60,575.30	86,800.00	69.79%	(26,224.70)
Other income	3,661.00	-	0.00%	3,661.00
Total General Revenues	<u>232,185.75</u>	<u>377,393.00</u>	<u>61.52%</u>	<u>(145,207.25)</u>
Increase in Net Position	<u>\$ 44,937.58</u>	<u>\$ 394,359.00</u>	<u>11.40%</u>	<u>\$ 349,421.42</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT
 STATEMENT OF ACTIVITIES AND CHANGES IN NET POSITION - BUDGETARY BASIS
 BUDGET AND ACTUAL
 BUSINESS-TYPE ACTIVITY - ADMIN
 FOR THE EIGHT MONTHS ENDED FEBRUARY 29, 2024

	Actual Year to Date 2/29/24	Budget Total Fiscal Year 2024	Budget Percent Complete 2/29/24	Remaining Budget 2/29/24
Program Revenue				
Service Fees	\$ -	\$ -	-	\$ -
Total Program Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses				
Salaries-operations	208,346.42	287,755.00	72.40%	79,408.58
Overtime	-	3,522.00	0.00%	3,522.00
Employee benefits and taxes	62,901.05	130,669.00	48.14%	67,767.95
Board expense	55,325.52	72,245.00	76.58%	16,919.48
Professional fees	87,531.24	111,600.00	78.43%	24,068.76
Dues and subscriptions	8,671.00	11,400.00	76.06%	2,729.00
Fees, permits, certifications, leases	13,108.65	13,240.00	99.01%	131.35
Training, education, travel	1,099.86	3,000.00	36.66%	1,900.14
Insurance	8,058.82	11,411.00	70.62%	3,352.18
Office supplies and miscellaneous	5,388.07	9,000.00	59.87%	3,611.93
Utilities, communications, telemetry	23,371.65	34,871.00	67.02%	11,499.35
Small equipment and rental	281.87	-	0.00%	(281.87)
Operating supplies	2,271.07	2,080.00	109.19%	(191.07)
Facility maintenance and repair	1,455.00	10,280.00	14.15%	8,825.00
Capital equipment	-	7,500.00	0.00%	7,500.00
Total Expenses	<u>477,810.22</u>	<u>708,573.00</u>	<u>67.43%</u>	<u>230,762.78</u>
Deficiency of Program Revenues Over Expenses	(477,810.22)	(708,573.00)	67.43%	230,762.78
General Revenues				
Interest revenue	2,361.10	2,000.00	118.06%	361.10
Other income	2,934.66	9,000.00	32.61%	(6,065.34)
Grants	-	-	0.00%	-
Total General Revenues	<u>5,295.76</u>	<u>11,000.00</u>	<u>48.14%</u>	<u>(5,704.24)</u>
Decrease in Net Position	<u>\$ (472,514.46)</u>	<u>\$ (697,573.00)</u>	<u>67.74%</u>	<u>\$ 225,058.54</u>

SUPPLEMENTARY INFORMATION

DONNER SUMMIT PUBLIC UTILITY DISTRICT
SCHEDULE OF BIG BEND TRANSACTIONS
FOR THE EIGHT MONTHS ENDED FEBRUARY 29, 2024

Revenue	\$	38,888.64
Expenses		
Fees and permits		1,339.00
Telephone		1,094.40
Interest		12,798.07
Loan principal		7,171.93
Electricity		(1,054.64)
Repairs and maintenance		634.07
		<hr/>
Total expenses		21,982.83
		<hr/>
Excess of revenue over expenses	\$	<u>16,905.81</u>

Agenda Item: 5B

**Donner Summit Public Utility District
Board of Directors Regular Meeting
Minutes
Tuesday, March 26, 2024 - 6:00 P.M.
DSPUD Office, 53823 Sherritt Lane, Soda Springs California**

STAFF PRESENT: Steven Palmer, General Manager; Jim King, Plant Manager; Deleane Mehler, Office Assistant
OTHERS PRESENT: Geoffrey O. Evers, General Counsel, by Zoom

1. Call to Order

The Regular Meeting of March 26, 2024 of the Donner Summit Public Utility District Board of Directors was called to order at 6:03 p.m. by President Cathy Preis.

2. Roll Call

Cathy Preis, President	- Present
Joni Kaufman, Vice President	- Present
Dawn Parkhurst, Secretary	- Present
Philip Gamick, Director	- Present
Craig Combs, Director	- Present

3. Clear the Agenda- None

4. Public Participation – *This is time set aside for the public to address the Board on any matter not on the agenda. Comments related to any item already on the agenda should be addressed at the time that that item is considered. Each speaker will be limited to five minutes, but speaker time may be reduced at the discretion of the Board President if there are a large number of speakers on any given subject.* None.

5. Consent Calendar

All items listed under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board requests an item to be removed from the Consent Calendar for a separate action. Any items removed will be considered after the motion to approve the Consent Calendar.

A. Approve Finance Report for March 2024

- 1. Cash Disbursements–General, Month of February**
- 2. Cash Disbursements–Payroll, Month of February**
- 3. Schedule of Cash and Reserves, January**
- 4. Accountants Financial Statements, January**

B. Approve Regular Meeting Minutes for February 20, 2024

C. Approve Safety Meeting Minutes for February 2024

D. Approve Engagement Letter for Fiscal Year 2024 Audit

E. Approve Engagement Letter for Calendar Year 2024 Accounting Services

Motion: Accept the Consent Calendar
By: Joni Kaufman
Second: Dawn Parkhurst
Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

Motion Carries

6. Department Reports

- A. Administration - Steven Palmer, General Manager.** Reported.
- B. Operations and Maintenance Summary, February.** Reported.

7. Information

- A. Receive Budget to Actual Report for Second Quarter Fiscal Year 2024**
Steve Palmer presented the Budget to Actual Report for the Second Quarter Fiscal Year 2024.

8. Action

- A. Public Hearing and Adoption of Resolutions to Form Community Facilities District 2024-1 and Incur Bonded Indebtedness for Public Facilities for the Sugar Bowl West and East Villages Sewer Project**
Cathy Preis opened the Public Hearing at 6:28 p.m. There were no comments from the public. The Public Hearing was closed.

Motion: Adopt Resolution 2024-04, 2024-05, 2024-06, and 2024-07 of the Donner Summit Public Utility District to Form The Donner Summit Public Utility District Community Facilities District No. 2024-1 (Sewer Extension) to Finance the Acquisition and Construction of Certain Public Facilities in and for such Community Facilities District. Determining Necessity to Incur Bonded Indebtedness. Calling for a Special Election and Intension to Reimburse Expenditures Relating to Capital Improvements from the Proceeds of Tax Exempt Obligations.

By: Joni Kaufman
Second: Dawn Parkhurst
Roll Call Vote:
Cathy Preis - Aye
Phil Gamick - Aye
Craig Combs - Aye
Joni Kaufman - Aye
Dawn Parkhurst - Aye

A. Adopt the Water Supply Resiliency Study

Motion: Adopt the Water Supply Resiliency Study
By: Craig Combs
Second: Phil Gamick
Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

Motion Carries

B. Vote for Local Agency Formation Commission Special District Representatives.

Motion: Vote for Joshua Alpine, Placer County Water Agency Director for the Regular Voting for the Special District Representative.

By: Joni Kaufman

Second: Phil Gamick

Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

Motion Carries

Motion: Vote for Judy Freidman, Tahoe City Public Utility District Director First Choice, Luke Regan, North Tahoe Fire Protection District Vice President Second Choice, for the Alternate for the Special District Representative

By: Craig Combs

Second: Phil Gamick

Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

Motion Carries

9. Director Reports: *In accordance with Government Code Section 54954.2(a), Directors may make brief announcements or brief reports on their own activities (concerning the District). They may ask questions for clarification make a referral to staff or take action to have staff place a matter of business on a future agenda.*

10. Adjournment:

Motion: Adjourn Meeting at 7:15 p.m.

By: Phil Gamick

Second: Joni Kaufman

Vote: 5 Ayes, 0 Noes, 0 Absent, 0 Abstain, 0 Vacancy

Motion Carries

Schedule of Upcoming Meetings

Regular Meeting – April 16, 2024

Regular Meeting – May 21, 2024

Regular Meeting – June 18, 2024

Respectfully Submitted,

Deleane Mehler

Deleane Mehler
Administrative Assistant

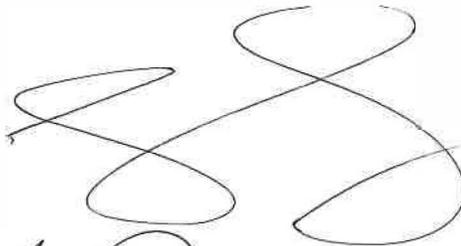
Agenda Item: 5C

Safety / Plant Training Donner Summit PUD WWTP

- **Safety Topics : March 2024**
 - Bloodborne Pathogens
- **Training Notes :**
 - DVD

Attendance :

1. Justin Vosburgh



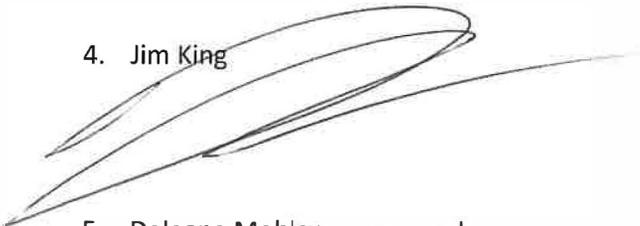
2. Sean Patrick



3. Josh Shelton



4. Jim King



5. Deleane Mehler



6. Steve Palmer



7. Paul Schott



Agenda Item: 6A



STAFF REPORT

TO: Board of Directors
PREPARED BY: Steven Palmer, PE, General Manager
SUBJECT: General Manager Report

Project Updates

Sugar Bowl West and East Village Sewer Project

- Multiple items on today's agenda

Big Bend Water Line Replacement Project Phase 1

- Waiting for response to request for additional funding from PCWA.

Upcoming Board Items

May

- Approve job descriptions
- Draft Fiscal Year 2024/25 Budget
- Draft Five Year Capital Improvement Plan

June

- Fiscal Year 2024/25 Budget
- Five Year Capital Improvement Plan
- Annual Special Tax Levies (CFDs and Delinquent Bills)
- Appropriations Limit

Agenda Item: 6B

DONNER SUMMIT
PUBLIC UTILITY DISTRICT
WASTEWATER AND FRESH WATER
TREATMENT PLANTS
END OF MONTH OPERATIONS AND MAINTENANCE
SUMMARY

March 2024

Donner Summit Public Utility District Waste Water Flow Data

MONTH OF March 2024		DSPUD Influent	SLCWD Influent	Total Plant Influent	Total Plant EFF River	Total Plant EFF Snow Storage	Total Plant EFF Snow Delivery	DSPUD Fresh Water Treated	SLCWD Fresh Water Treated	Weather	Comments
DATE	DAY	MGD	MGD	MGD	MGD	MGD	MGD	MGD	MGD	Cond	
03/01/24	FRI	0.2034	0.04361	0.2470	0.2620			0.226	0.0000	Snow	20" Snow
03/02/24	SAT	0.1658	0.04919	0.2150	0.2300			0.164	0.0433	Snow	30" Snow
03/03/24	SUN	0.1880	0.04900	0.2370	0.2530			0.138	0.0000	Snow	23" Snow
03/04/24	MON	0.1288	0.08125	0.2100	0.2350			0.211	0.0159	Snow	15" Snow
03/05/24	TUE	0.1437	0.08635	0.2300	0.2380			0.186	0.0197	Cloudy	
03/06/24	WED	0.1626	0.07136	0.2340	0.2900			0.095	0.0606	Cloudy	
03/07/24	THU	0.1793	0.05068	0.2300	0.2300			0.213	0.0659	Cloudy	
03/08/24	FRI	0.1587	0.06434	0.2230	0.2360			0.230	0.0607	Clear	
03/09/24	SAT	0.2319	0.07407	0.3060	0.2390			0.196	0.0000	Pt Cloudy	
03/10/24	SUN	0.2161	0.06694	0.2830	0.3050			0.139	0.0220	Cloudy	
03/11/24	MON	0.1905	0.05755	0.2480	0.2570			0.149	0.0899	Snow	1" Snow
03/12/24	TUE	0.1934	0.05258	0.2460	0.2480			0.136	0.0687	Snow	2" Snow
03/13/24	WED	0.1472	0.05581	0.2030	0.2350			0.156	0.0888	Clear	
03/14/24	THU	0.1828	0.05020	0.2330	0.2480			0.174	0.0690	Clear	
03/15/24	FRI	0.2382	0.05583	0.2940	0.2320			0.101	0.0000	Clear	
03/16/24	SAT	0.2314	0.07162	0.3030	0.3170			0.211	0.0000	Clear	
03/17/24	SUN	0.2370	0.06700	0.3040	0.3140			0.180	0.0000	Clear	
03/18/24	MON	0.2076	0.11235	0.3200	0.2930			0.227	0.0235	Clear	
03/19/24	TUE	0.2109	0.07309	0.2840	0.3590			0.188	0.0516	Clear	
03/20/24	WED	0.2014	0.06759	0.2690	0.2520			0.202	0.0743	Clear	
03/21/24	THU	0.1826	0.06944	0.2520	0.2700			0.200	0.0642	Clear	
03/22/24	FRI	0.2647	0.08034	0.3450	0.3110			0.201	0.0524	Pt Cloudy	
03/23/24	SAT	0.2541	0.08892	0.3430	0.3890			0.237	0.0000	Snow	10" Snow
03/24/24	SUN	0.2259	0.08615	0.3120	0.3620			0.201	0.0521	Snow	4" Snow
03/25/24	MON	0.2278	0.09018	0.3180	0.3410			0.181	0.0315	Clear	
03/26/24	TUE	0.2103	0.07966	0.2900	0.2760			0.146	0.0740	Pt Cloudy	
03/27/24	WED	0.1882	0.07180	0.2600	0.2770			0.162	0.0943	Pt Cloudy	
03/28/24	THU	0.1994	0.06655	0.2660	0.2700			0.219	0.0913	Snow	7" Snow
03/29/24	FRI	0.2329	0.06608	0.2990	0.3140			0.160	0.0000	Cloudy	
03/30/24	SAT	0.2084	0.07257	0.2810	0.2900			0.168	0.0000	Snow	6" Snow
03/31/24	SUN	0.2133	0.06870	0.2820	0.3120			0.146	0.0417	Snow	4" Snow
3/2024 Daily Totals		6.2262	2.14080	8.36700	8.685	0.000	0.000	5.543	1.2555	2023	122" Snow
3/2024 Totalizer Total		6.2262	2.14080	8.36700	8.685	0.0000	0.000	5.543	1.3230		167" Snow
Difference		0.0000	0.00000	0.00000	0.0000	0.0000	N/A	0.0000	0.0675		
Percentage Difference		0.00%	0.000%	0.000%	0.000%	#DIV/0!	N/A	0.000%	5.103%		
3/2024 AVG/DAY		200,845	69,058	269,903	280,161	0	0	178,806	42,678		
Percentage Flow SLCWD			25.586%								
3/2023 Totalizer Total		6.64764	2.48236	9.1300	9.305	0.000	0.000	5.3200	1.788000		
3/2023 AVG/DAY		214,440	80,076	294,516	300,161	0	0	171,613	57,677		

Donner Summit Public Utility District WWTP & WTP End of Month Operations and Maintenance Summary

Prepared for: Steve Palmer, General Manager

Prepared by: Jim King, Plant Manager

Date: March 2024

Operations WWTP

- ◆ Discharged 8.7 MG to the river.
- ◆ Staff gave a tour to the Athenian School from the East Bay.



- ◆ Used the Piston bully to refuel outlying sewer lift stations standby generators on multiple occasions.



- ◆ Continued testing the sewer collection system for zinc. Staff was able to narrow some high readings to Sugar Bowl and continue to investigate for the main source.

- ◆ Staff assisted PG&E with access to the power lines behind the WWTP.



- ◆ Staff installed the TV in the boardroom for use during meetings.



- ◆ Continued feeding/adjusting ammonia and Micro C to the treatment reactors to keep up with changing flows and loads from the ski areas.
- ◆ Reset and restarted equipment multiple times for power issues at the plant and outlying lift stations.
- ◆ Staff continued to gather flow meter data from sewer pump stations L-8 and N-2 that services Sugar Bowl.
- ◆ Cleared snow from the plant multiple times and blew snow out of sludge drying beds.



- ◆ Processed 4 USA dig tickets.

Operations Water Plant

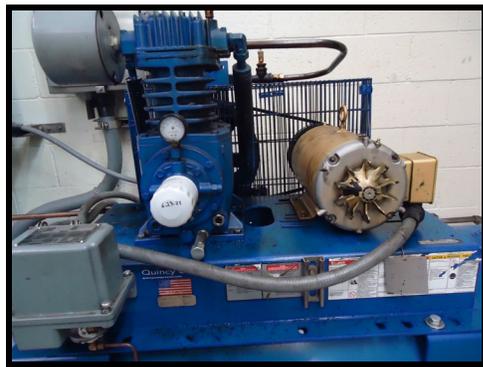
- ◆ Staff worked on the lead and copper pipe inventory requirements for the state.
- ◆ Refilled fuel tank on standby generator.
- ◆ Completed and sent out monthly potable water reports to DHS.

Repairs and Maintenance WWTP

- ◆ Staff continued to assist EMCORE, with investigating why the Heat Exchanger 1 continue to have electrical issues causing blown fuses.
- ◆ Replaced broken mirror on the Piston Bully.



- ◆ Had air compressor #1 fail. Ordered a new pump for replacement.



- ◆ Repaired the pump on the day tank for standby generator #1.



- ◆ Had Dodge 1500 service truck towed to dealership due to electronic issues.
- ◆ Replaced damaged electrical outlet in the board room.



- ◆ Cleaned and calibrated the UV transmittance meter.



- ◆ Staff assisted EMCORE with repairs to the headworks building heater.

Repairs and Maintenance WTP

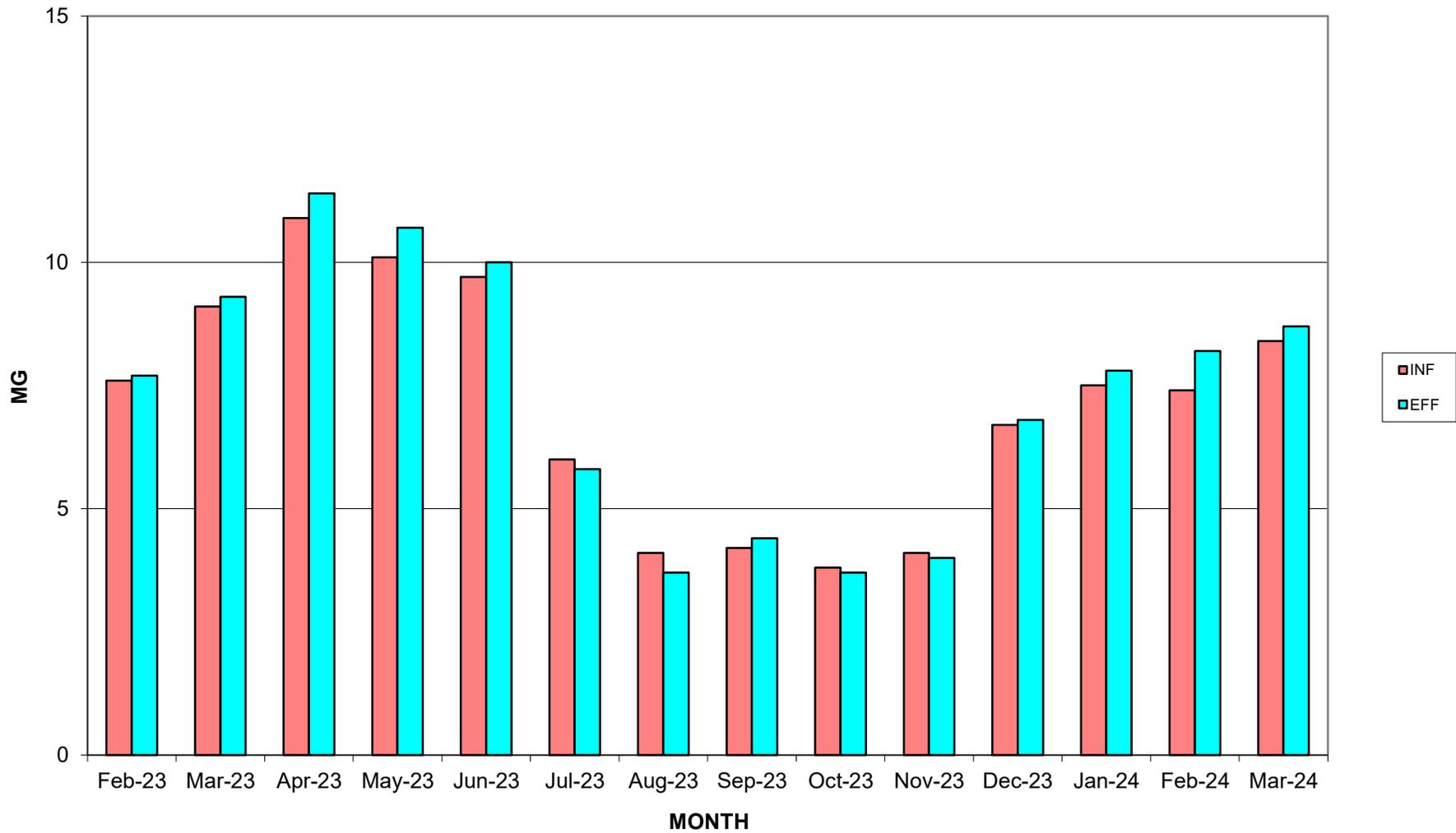
- ◆ Had a water leak at Big Bend, staff located the leak and conducted temporary repairs.



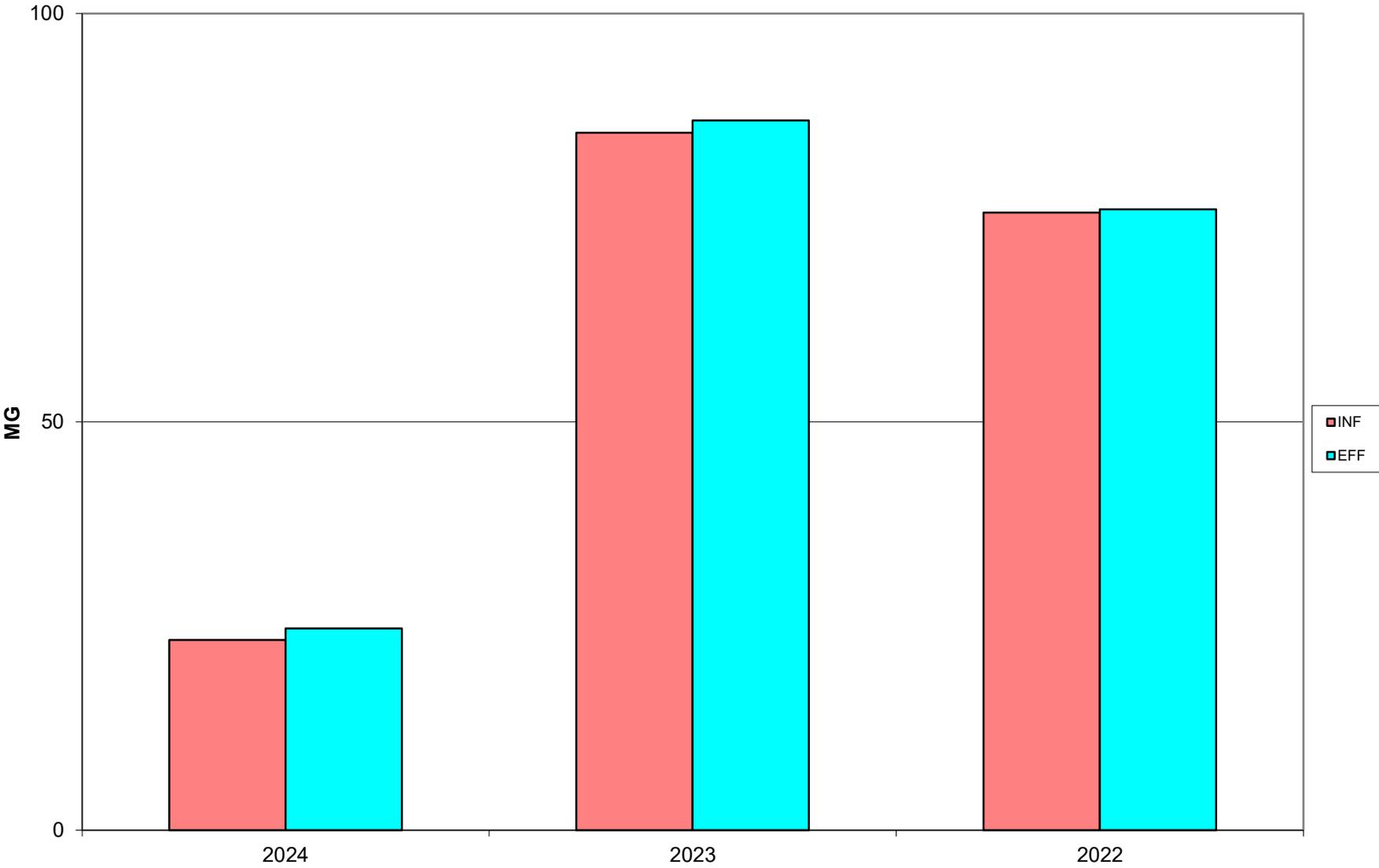
Laboratory

- ◆ Continued river discharge monitoring.
- ◆ Collected and sent in samples for the biannual bioassay testing.
- ◆ Continued testing for zinc residuals out in the districts collection system.

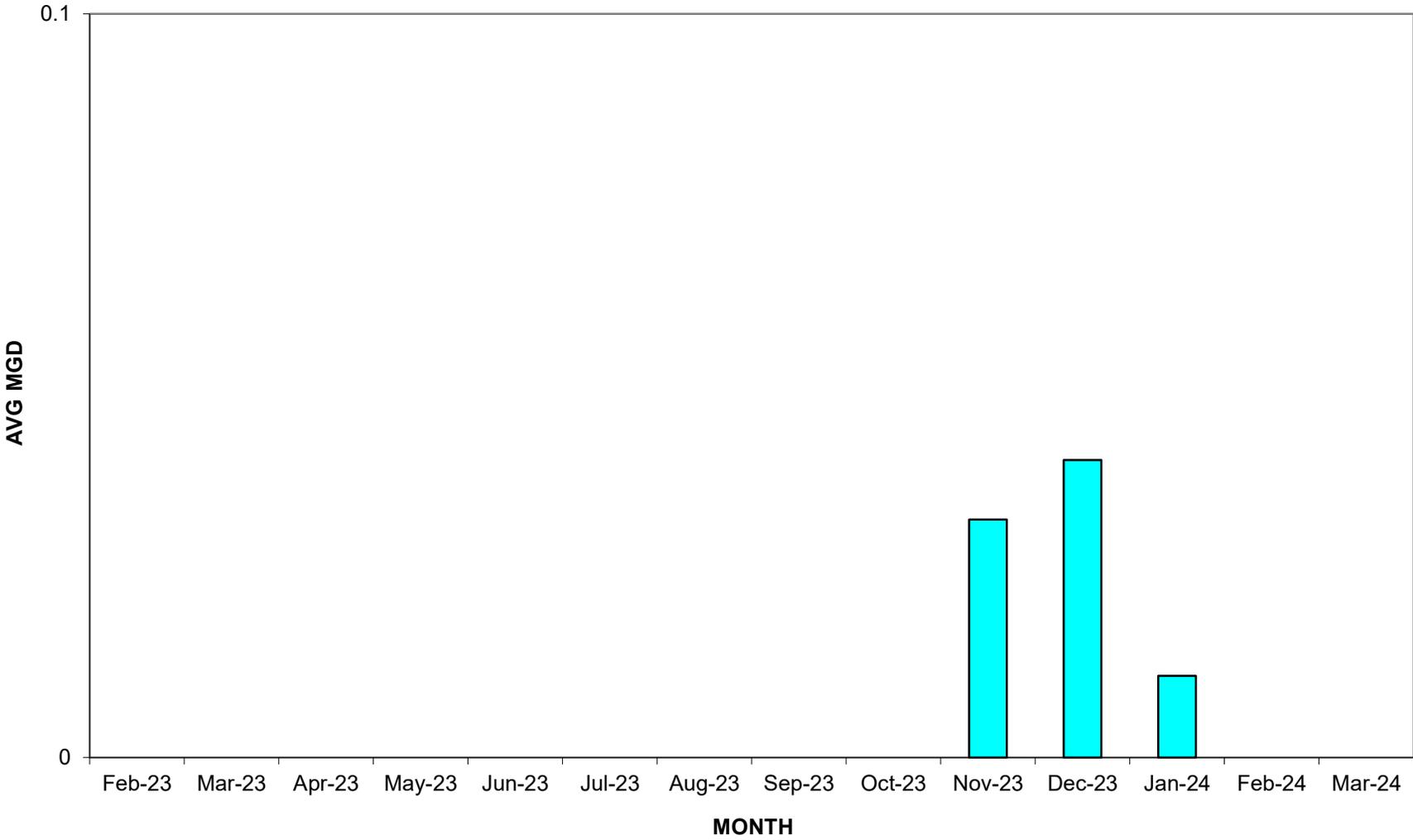
**DONNER SUMMIT PUD WWTP
TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW YEAR 2023/2024**



**DONNER SUMMIT PUD WWTP
ANNUAL TOTAL INFLUENT FLOW TO TOTAL EFFLUENT FLOW
2024 DATA THROUGH MARCH**



**DONNER SUMMIT PUD WWTP
AVG EFFLUENT FLOW TO SNOW STORAGE/PRODUCTION
YEARS 2023/2024**



Agenda Item: 8A



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager

SUBJECT: Adopt a Resolution Approving a Funding Agreement with Triplets LLC and Sugar Bowl Corporation for the Sugar Bowl Sewer Extension Project Phase 2A

RECOMMENDATION

Adopt a Resolution approving a funding agreement with Triplets LLC and Sugar Bowl Corporation for the Sugar Bowl Sewer Extension Project Phase 2A.

BACKGROUND

Donner Summit Public Utility District (DSPUD) has been working together with Sugar Bowl for several years regarding extending sewer lines in the Sugar Bowl West and East Villages. The 2009 Placer Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation. To date eight (8) homes have connected and 48 are on septic. There are two property owners that have contacted DSPUD recently about extending sewer main to serve their properties within the West Village. Both are planned to need sewer connections in 2024.

To provide public sewer to serve these properties, the DSPUD sewer main in Pennyroyal Lane needs to be extended across a tributary to the Yuba River and into the Sugar Bowl West Village. DSPUD does not have a funding source that can be used for sewer main extensions and the benefiting property owners must pay for these improvements. To jumpstart the process to fund, design, and construct the Sugar Bowl West and East Villages Sewer Project, DSPUD and Sugar Bowl Corporation reached an agreement which provided funding for work needed to prepare a special tax for the vote of the property owners, develop construction documents, and obtain required environmental clearance and permits. The agreement was approved by the DSPUD Board at the Board meeting on February 21, 2023.

Using funds provided by Sugar Bowl Corporation, DSPUD has prepared the necessary documents to form a community facilities district (CFD) and levy a special tax. The necessary election by the property owners was approved by the Board at the meeting on March 26, 2024, and ballots will be sent soon. The election results are anticipated by end of June and are planned for Board certification at the meeting on July 16, 2024. If the special tax is approved by the property owners, then DSPUD can proceed with the sale of bonds and proceeds would likely be available in September.

DSPUD has also used the funds provided by Sugar Bowl Corporation to complete the environmental permitting and prepare bid documents for a portion of the improvements identified as Sugar Bowl Sewer Extension Project Phase 2A (Phase 2A Project). The bid documents were completed and the Board approved advertising for construction bids on November 21, 2023.

Construction bids were received and award of the construction contract is on hold pending the receipt of funds for construction.

Since Triplets LLC needs a sewer connection in 2024, and they expressed interest in advance funding construction of the Phase 2A Project.

DISCUSSION

The General Manager has been working with Triplets LLC and Sugar Bowl Corporation (Developers) on an agreement which would provide advance funding for the Phase 2A Project. A draft agreement is included as Attachment 1. Generally, responsibilities are divided as follows:

- DSPUD will be the lead agency for construction of the Phase 2A Project.
- Developers will provide a cash advance to DSPUD to fund construction of the Phase 2A Project.
- If the financing district is approved, then DSPUD will obtain financing to construct the Sugar Bowl West and East Villages Sewer Projects and use proceeds to reimburse the Developers for the cash advance. DSPUD will work to complete the Phase 2A Project before December 31, 2024.

More specific terms of the agreement are listed below:

1. Upon approval of the agreement the Developers will provide a total Construction Advance of \$1,989,386 to DSPUD for the following:
 - a. Deposit to be used to pay for construction contract, construction management and inspection, engineering services during construction, and environmental monitoring during construction.
2. If the financing district is approved by the property owners, then DSPUD will obtain bond financing for the Project.
 - a. DSPUD will use bond proceeds to reimburse Developers for the Construction Advance in Item 1.
 - b. DSPUD will use bond proceeds to deliver the Sugar Bowl West and East Village Sewer Projects.
3. If the financing district is not approved by the property owners, then the timing of reimbursement to Developers unknown. Reimbursement timing is dependent on DSPUD's ability to collect contributions from the benefitting property owners when they connect to the public sewer. Any partial reimbursements will be made to the Developers on a pro rate basis related to their advance funding contributions.

Staff recommends that the Board adopt a resolution approving the agreement and authorizing the General Manager to execute the agreement.

ANALYSIS

If the agreement is approved at this meeting, then DSPUD can proceed with awarding the construction contract and approving the construction management and inspection agreement for the Phase 2A Project.

If the agreement is not approved, then there is no funding for the Phase 2A Project and the General Manager recommends that the Board does not award the construction contract or approve the agreement for construction management and inspection services.

FISCAL IMPACT

This agreement provides for the necessary cash advance to proceed with construction of the Phase 2A Project. Upon execution of the agreement, the Developers would provide a Construction Advance which will be placed in a restricted fund that can only be used for construction related costs for Phase 2A Project.

CEQA ASSESSMENT

The Initial Study/MND was approved by the Board on October 17, 2023. Mitigation measures are incorporated into the project plans and specifications.

ATTACHMENTS

1. Agreement
2. Resolution 2024-08

FUNDING AGREEMENT FOR SUGAR BOWL PHASE 2A SEWER FACILITIES

This DONNER SUMMIT PUBLIC UTILITY DISTRICT FUNDING AGREEMENT FOR SUGAR BOWL PHASE 2A SEWER FACILITIES, dated _____, 2024 (the "Agreement"), by and between the DONNER SUMMIT PUBLIC UTILITY DISTRICT ("DSPUD"), and Sugar Bowl Corporation, a California corporation ("Sugar Bowl") and Triplets LLC, a California limited liability company ("Triplets") (collectively, "Developers").

WITNESSETH:

WHEREAS, Triplets is developing 750 Pennyroyal Lane, APN 069-102-010, with a single family home and Sugar Bowl may develop 910 Mule Ears Drive (Schule House), a portion of APN 069-102-023 (currently two residential units), both parcels of which are located within the DSPUD service area as depicted on the attached Exhibit A.

Developers certify that they are developing the parcels subject to the requirements and conditions of the County of Placer; and

WHEREAS, DSPUD intends to form a Financing District to fund specific sewer improvements within the Sugar Bowl West and East Villages; and

WHEREAS, sewer improvements funded by the Financing District will serve existing homes and vacant parcels throughout the Sugar Bowl West and East Villages as shown on Exhibits B and C attached hereto; and

WHEREAS, Developers desire to advance funds to DSPUD for the construction of the Phase 2A Sewer Line as shown on Exhibit D attached hereto; and

WHEREAS, Phase 2A Sewer Line will serve existing homes and vacant parcels throughout the Sugar Bowl West Village as shown on Exhibit C attached hereto; and

WHEREAS, the Local Agency Formation Commission (LAFCO) approval for the 2008 annexation to DSPUD required that these parcels would connect to public sewer within 10 years or when septic systems fail, pre requirements of Placer County Health and Human Services; and

WHEREAS, the LAFCO approval stated that the necessary sewer infrastructure would be constructed to DSPUD standards and financed by the owners of the parcels needing service; and

WHEREAS, failing septic systems contribute pathogens and other harmful substances to the surface water and ground water, which can contaminate local streams, rivers, and water supplies; and

WHEREAS, connecting to a publicly operated wastewater treatment system eliminates the impact that failing septic systems could have on the local environment; and

WHEREAS, connecting to a publicly operated wastewater treatment system is more financially and environmentally sustainable than individual septic systems in the long term; and

WHEREAS, DSPUD and the Developers desire to enter into this Agreement to describe the terms and conditions applicable to the funds advanced by the Developers, terms and conditions applicable to construction of the sewer improvements, and the details of credits or reimbursements to be made to Developers; and

NOW THEREFORE, in consideration of the mutual promises contained herein, DSPUD and Developers hereby agree as follows:

Section 1. Advances

1.1 General

Developers shall advance funds to DSPUD to pay the reasonable and actual expenses incurred by DSPUD to construct and inspect the Phase 2A Sewer Line as shown on Exhibit D (the "Project"). The work necessary includes the following:

- a) Engineering services
- b) Environmental consulting services
- c) Construction management and inspection
- d) Construction contractor

1.2 Timing of Advance Payments

Calculation of advance payments to DSPUD are detailed in the attached Exhibit E Phase 2A Sewer Cost Allocation. Developers shall make advance payments to DSPUD according to the following schedule:

At the time of execution of this Agreement, Developers shall advance \$1,989,386.00 ("Construction Advance") to pay for all costs to construct and inspect the Phase 2A Sewer Line. DSPUD has competitively bid the Project and the Construction Advance is calculated based on the second lowest bid as listed in the attached Exhibit E, in recognition of a possible rejection of the lowest bid as non-responsive. In the event the lowest bid is awarded, DSPUD will notify the Developers in writing and the Construction Advance defined herein shall be reduced in an amount equal to the lowest bid and DSPUD will immediately return the amount in excess of the finalized Construction Advance to each Developer in proportion to its contribution. The bid is scheduled for authorization to award by the DSPUD Board on April 16, 2024. If the Construction Advance is not received within ten (10) business days after Board authorization of award, then DSPUD will not be able to award the construction contract. Payments by Developers shall be paid equally by each Developer with fifty percent (50%) payable by Sugar Bowl and fifty percent (50%) payable by Triplets.

1.3 Change Orders

Change orders may occur during the construction phase based on an increase in bid item quantities pursuant to field count and measurements, unforeseen conditions, owner direction, or other causes as specified in the construction contract documents (“Change Orders”). DSPUD will notify the Developers of all potential construction Change Orders to the Project, and alert the Developers if construction Change Orders are anticipated to exceed the construction budget. If additional funding to complete the Project is anticipated, DSPUD will submit a written request to the Developers as soon as the additional expenses are anticipated or identified. Timely approval of change orders is critical in delivering construction projects and avoiding expensive delay claims. DSPUD will provide regular project budget, scheduling, and known or anticipated cost overrun information to the Developers and endeavor to notify the Developers of change orders as early as possible. DSPUD shall also promptly respond to Developers’ reasonable additional requests for status updates (i.e., in between the regular reports). DSPUD and Developers agree to meet and confer in good faith to discuss whether additional strategies could be used to reduce or mitigate increases Project costs, including Change Orders, and to attempt to reach agreement on additional funding from Developers for increases to Project costs. In all cases, DSPUD retains full authority in its commercially reasonable discretion in approving construction contract Change Orders but shall present all Change Orders to Developers in advance of any approval in accordance with the meet and confer process provided for above.

DSPUD will contract with a consulting construction management and inspection firm for this Project. Part of this consultant’s responsibility will be to manage the construction contract to avoid change orders, and review all construction change orders for validity and cost. DSPUD and its consultant shall consult with Developers regarding change orders and otherwise on a regular basis or more frequently as reasonably requested by Developers.

Section 2.0 Records

DSPUD will establish a separate account for Developers’ funds and keep records of all funds advanced and all expenditures, in accordance with regular and prudent DSPUD accounting practices. DSPUD shall provide Developers and Developers’ accountants and attorneys with access during DSPUD’s normal business hours to all non-privileged records that pertain to the Project. DSPUD will provide a monthly budget report for the Developers. For all consultants and contractors involved in the work, DSPUD will enter into contracts that specify the scope of services and compensation. DSPUD shall provide Developers with a copy of any construction contract entered into for construction of the Project within 5 days after the contract is effective. Within 180 days after DSPUD records a notice of completion for the Project, DSPUD shall give Developers a final accounting of the total cost of the Project, including the total amount that Developers paid to DSPUD through the Construction Advance.

Section 3.0 Reimbursement and Credits

DSPUD shall fully reimburse Developers for the Construction Advance and any additional funding provided by Developers to District under this Agreement plus reimbursable funding provided by Sugar Bowl under the CFD Formation and Reimbursement Agreement (as defined in Section 10 below). Any future agreements DSPUD enters into to provide cash reimbursements for the construction of other sewer system improvements will not affect the priority of, and shall be junior to, the cash reimbursements to Developers in accordance with this Agreement.

3.1 Financing District is Formed

3.1.1 Reimbursement for Construction Advance

Developers will receive cash reimbursements for repayment of the Construction Advance. Once the Financing District (Assessment District or Community Facilities District) is formed, DSPUD shall issue bonds in the amount of the Construction Advance and upon the sale of said bonds shall immediately reimburse Developers the Construction Advance funding provided by Sugar Bowl under the CFD Formation and Reimbursement Agreement plus.

In the event that, despite good faith and best efforts, DSPUD is unable to sell bonds in the full amount of the Construction Advance and other funding under the CFD Formation and Reimbursement Agreement, reimbursement by DSPUD to Developers shall be paid a pro rata amount of the Construction Advance and Sugar Bowl's funding of reimbursable expenses under the CFD Formation and Reimbursement Agreement (where each Developer's reimbursable funding is the numerator and the total reimbursable funding is the denominator (the "Pro Rata Formula")). DSPUD shall pay to Developers under the Pro Rata Formula, 100% of the Financing District special taxes or assessments collected annually (net of administration costs and any debt service payments), until Developers have, in combination, either (i) been reimbursed a cash amount, or (ii) such excess special taxes or assessments collected annually, equaling Developers' share of the Construction Advance and funding provided by Sugar Bowl under the CFD Formation and Reimbursement Agreement, plus accrued interest in the amount, if any, that DSPUD earned on the funds advanced.

3.2 Financing District is Not Formed

If the Developers provide the Construction Advance to construct the Project and the Financing District is not approved by the property owners, then DSPUD will reimburse Developers the full amount of the Construction Advance and reimbursable funding under the CFD Formation and Reimbursement Agreement as funds become available from other funding sources such as the proposed Sugar Bowl East and West Wastewater Infrastructure Fee Program. Funds shall be considered "available" from other sources for reimbursement except to the extent such funds are needed for the following limited purposes: (i) a project essential to preserve public health and safety or to protect public

health and safety against an immediate risk; (ii) a project that is required as a result of a federal or state mandate; or (iii) a project that is required as a result of, or is needed to alleviate the effects of a natural disaster. Funds from other funding sources shall be paid to Developers as soon as such funds are received by and available to DSPUD. DSPUD shall use good faith and best efforts, in coordination with Developers, to establish alternative funding sources for reimbursement of the Construction Advance and reimbursable funding under the CFD Formation and Reimbursement Agreement.

In addition, to help ensure timely payment of reimbursements to Developers, DSPUD shall in good faith, consider amending the Sugar Bowl East and West Wastewater Infrastructure Fee Program to the extent permitted by applicable law to provide for reimbursement pursuant to a descending percentage method, which requires each subsequent connection to the Phase 2A Sewer Line to pay a descending percentage of the total project costs with a portion of each connection share being reimbursed to the previous connector and the Developers. Any revision to the Infrastructure Fee Program shall also account for reimbursement due Sugar Bowl in accordance with the CFD Formation and Reimbursement Agreement (as defined below). All fees collected by DSPUD pursuant to the Sugar Bowl East and West Wastewater Infrastructure Fee Program, or any subsequently adopted reimbursement fee program, shall be delivered to Developers within a reasonable time after payments are made to DSPUD, prorated to each Developer under the Pro Rata Formula until each Developer is reimbursed for that Developer's funding of the Construction Advance and reimbursable funding under the CFD Formation and Reimbursement Agreement.

Section 4.0 No Obligation to Form Financing District or Obtain Financing

Developers acknowledge that the decision of the DSPUD Board of Directors to form the Financing District or to obtain financing for the improvements, is an exercise of the legislative authority of Board and that DSPUD may not enter into a contract to obligate the Board to exercise its legislative discretion in a particular manner. This Agreement does not, therefore, in any way create a contractual, legal or equitable obligation of or commitment by the DSPUD Board of Directors to approve the formation of the Financing District or to obtain financing for any such assessment district. DSPUD expressly reserves the right, in its sole and absolute discretion, to abandon the Proceedings prior to the completion thereof and such action shall not constitute a default or breach of this Agreement and shall not give rise to a cause of action based on breach of contract, provided however, that DSPUD shall still be obligated to reimburse Developers for the Construction Advance and any accrued interest from other funding sources. DSPUD shall use good faith and best efforts to provide informational communications to voters regarding the formation of the Financing District. Notwithstanding the foregoing, if the Board does not approve the formation of the Financing District and does not award a construction contract for Phase 2A Sewer Facilities or rescinds such contract prior to the commencement of the Project for any reason, DSPUD will return one-hundred percent of the Construction Advance.

Section 5.0. Notice

Any notice required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when sent to that party by facsimile or email at the number or address listed below, with confirmation of successful delivery from the sender's fax or email machine (if sent prior to 5:00 p.m. on a business day). Any notice, payment or instrument required or permitted by this Agreement to be delivered to any party shall be deemed to have been received when personally delivered or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

DSPUD: General Manager
 DSPUD
 PO Box 610
 Soda Springs, California 95728

Developers: Sugar Bowl Corporation
 Attn: Christopher Parker
 P.O. Box 5
 Norden, CA 95724

With a copy to: Brian Hanley (hanley@portersimon.com)

Triplets LLC
Bradford Watterson
c/o Seiler LLP
Three Lagoon Drive
Redwood City, CA 94065

With a copy to: Greg Gatto (greg@sierralanduselaw.com) and Chris Wade (chris@sslfirm.com)

Any party hereto may, by notice given hereunder, designate a different address to which subsequent notices, payments, and instruments shall be delivered to it hereunder.

Section 6.0 Amendment

No provision of this Agreement may be modified, waived, amended, or added except by a written Amendment signed by all parties.

Section 7.0 Term

The term of this Agreement shall start as of the date first written above and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied. All obligations (including indemnity and payment obligations) or rights of either party

arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination of this Agreement.

Section 8.0 Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 9.0 Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Placer, State of California. The prevailing party in action to enforce or interpret this Agreement shall be entitled to an award of reasonable attorneys' fees and costs.

Section 10 Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties. Notwithstanding the foregoing, DSPUD and Sugar Bowl have previously entered into a Cost Advance and Reimbursement Agreement for Financing District Formation ("CFD Formation and Reimbursement Agreement") wherein Sugar Bowl funded certain costs for the formation of the Financing District and DSPUD agreed to reimburse Sugar Bowl for those costs, subject to the terms and conditions of the CFD Formation and Reimbursement Agreement. The CFD Formation and Reimbursement Agreement remains in full force and effect and is not superseded or amended by this Agreement. For clarity, Triplets is not a party to the CFD Formation and Reimbursement Agreements and its rights and obligations should not be prejudiced or limited by said agreement other than under the Pro Rata Formula.

Section 11 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The email, facsimile, DocuSign, or similar electronic transmittal of a copy hereof bearing any person's signature shall have the same force and effect as the physical delivery to the same recipient of copy hereof bearing such person's original signature.

Section 12 Indemnification

To the fullest extent permitted by law, DSPUD, on its behalf and on behalf of its beneficiaries, partners, board members, officers, directors, employees, agents, contractors/subcontractors, insurers, sureties, and successors and assigns agree to indemnify, defend (with counsel of Developers' choice), and hold free and harmless the

Developers, and each of the Developers' members, managers, agents, contractors, employees, officers, directors, licensees, guests, tenants, invitees, and successor and assigns from and against any and all actions, claims, liabilities, assertions of liability, losses, penalties, taxes, fines, damages, liens (including mechanic's liens), costs, and expenses including, but not limited to, attorney's fees, reasonable investigative and discovery costs, and court costs (collectively the "Claims"), which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, directly or indirectly, from (i) Developers' provision of funding for the Project and/or DSPUD's reimbursement of the Construction Advance; (ii) DSPUD's construction, operation, maintenance and/or management of the Project; and (iii) DSPUD's payment of contractors, engineers, material suppliers, laborers, and other vendors providing labor, goods, and services for the Project. DSPUD's indemnification obligations under this section shall survive any expiration or termination of this Agreement.

Section 13 Time of Essence

Time is of the essence in regard to performance of each and every provision of this Agreement.

Section 14 No Waiver

Failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

Section 15 No Third Party Rights

Except as otherwise expressly set forth herein, nothing contained in this Agreement is intended to confer any right or benefit upon any person or entity other than the parties hereto and their successors and/or assigns, except with respect to those entitled to indemnification hereunder.

Section 16 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their legal representatives, and successors and assigns.

Section 17 Insurance

DSPUD's contractor shall carry Commercial General Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate with a maximum \$5,000 deductible, and Worker's Compensation Insurance in compliance with the laws of the State of California.

Section 18 No Agency or Partnership

Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other association between or among any of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first above written.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Date: _____

By: Steven Palmer
Its: General Manager

SUGAR BOWL CORPORATION

Date: _____

By: _____
Its: _____

TRIPLETS LLC

Date: _____

By: _____
Its: _____

List of Exhibits

Exhibit A - Map of Developers' Property

Exhibit B – Map of Sugar Bowl East Village Sewer

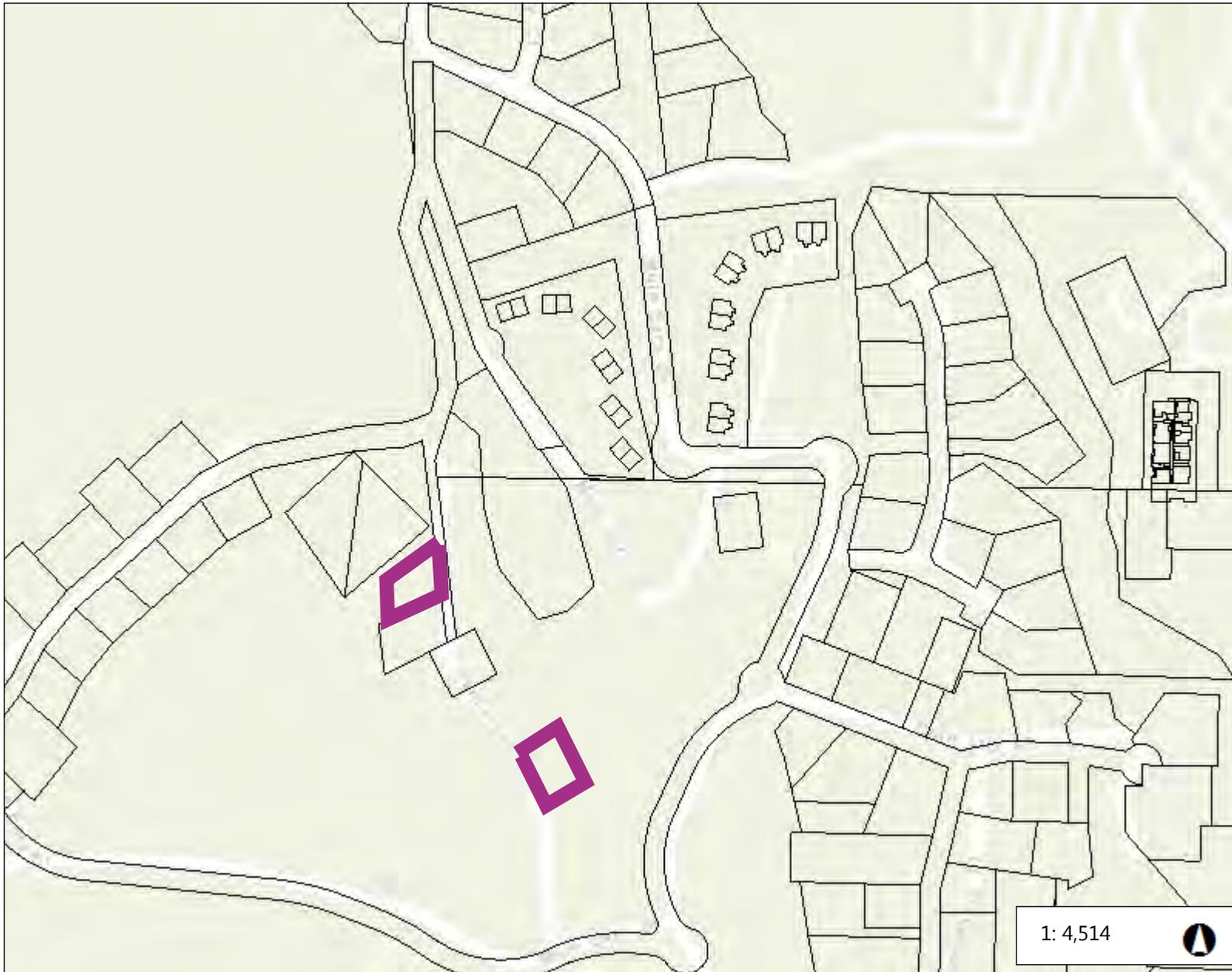
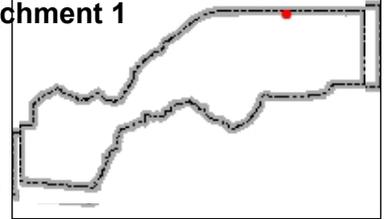
Exhibit C – Map of Sugar Bowl West Village Sewer

Exhibit D – Phase 2A Sewer Line

Exhibit E – Phase 2A Sewer Project Cost Allocation

EXHIBIT A - DEVELOPERS PARCELS

April 16, 2024
Agenda Item: 8A
Attachment 1



Legend

- County Boundary
- Parcels
- World Street Map

DEVELOPER PARCELS
069-102-010
Portion of 069-102-023

Notes

1: 4,514

Exhibit E - Phase 2A Sewer Project Cost Allocation

Rev. 04/10/2024 svp

Item	Item	Quant.	Unit	Unit \$	Cost
Construction: West Village - Phase 2A					
	Bid Amount				1,594,685
Contingency (10%)					159,470
	Sub Total Contract Amount				1,754,155
Engineering Support (Auerbach)		1	LS	27,009	27,009
Environmental Monitoring (Dudek)		1	LS	22,405	22,405
Construction Management and Inspection (CME)		1	LS	185,817	185,817
	Sub Total Soft Costs				235,231
Total Construction Advance					1,989,386

RESOLUTION NO. 2024-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING A FUNDING AGREEMENT WITH TRIPLETS LLC AND SUGAR BOWL CORPORATION FOR THE SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A

WHEREAS, Sugar Bowl Corporation and Donner Summit Public Utility District (DSPUD) have been working for several years to extend sewer lines in the Sugar Bowl East and West Villages; and

WHEREAS, the 2009 Placer County Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation into DSPUD required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation; and

WHEREAS, all existing homes within the West and East Villages have not yet connected to DSPUD sewer; and

WHEREAS, failing septic systems may contribute pathogens and other harmful substances to the surface water and ground water, which can contaminate local streams, rivers, and water supplies; and

WHEREAS, connecting to a publicly operated wastewater treatment system eliminates the impact that failing septic systems could have on the local environment; and

WHEREAS, connecting to a publicly operated wastewater treatment system is more financially and environmentally sustainable than individual septic systems in the long term; and

WHEREAS, DSPUD is in the process of forming a financing district that would fund specific sewer improvements within the Sugar Bowl West and East Villages, including the Sugar Bowl Sewer Extension Project Phase 2A (Phase 2A Project); and

WHEREAS, using advance funding from Sugar Bowl Corporation, DSPUD prepared construction documents, obtained environmental clearance and permits, and obtained construction bids for the Phase 2A Project; and

WHEREAS, the construction contract for the Phase 2A Project is ready for award and the Project can be completed before December 31, 2024.

WHEREAS, DSPUD does not have necessary funds and cannot use any of its existing funds to construct the Phase 2A Project; and

WHEREAS, Triplets LLC needs the public sewer constructed by the Phase 2A Project in calendar year 2024; and

WHEREAS, Triplets LLC, Sugar Bowl Corporation, and DSPUD have negotiated a cost agreement that identifies the advance funds, reimbursement, and other terms and conditions related to construction of the Phase 2A Project.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the Funding Agreement with Triplets LLC and Sugar Bowl Corporation for the Sugar Bowl Sewer Extension Project Phase 2A is approved.

BE IT FURTHER RESOLVED that the General Manager is authorized to execute the Funding Agreement.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 16th day of April 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Dawn Parkhurst
Secretary of the Board

Agenda Item: 8B



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager

SUBJECT: Accept Sewer Easements from DFF Y2K Family Trust, Triplets LLC, and Sugar Bowl Corporation for the Sugar Bowl Sewer Extension Project Phase 2A and One Easement from Eric Ryan Art of Skiing LLC for Existing Sewer in Sugar Bowl East Village

RECOMMENDATION

Adopt a resolution accepting sewer easements from DFF Y2K Family Trust, Triplets LLC, Sugar Bowl Corporation, and Eric Ryan Art of Skiing, LLC, and authorize the General Manager to execute the certificates of acceptance.

BACKGROUND

This action is for the acceptance of sewer easements across six parcels in the Sugar Bowl West and East Villages.

Five of the easements are for the proposed sewer to be constructed by the Sugar Bowl Sewer Extension Project Phase 2A (Phase 2A Project). Donner Summit Public Utility District (DSPUD) has been working together with Sugar Bowl for several years regarding extending sewer lines in the Sugar Bowl West and East Villages. Using funds provided by Sugar Bowl Corporation, DSPUD has prepared the necessary documents to form a community facilities district (CFD) and levy a special tax. The necessary election by the property owners was approved by the Board at the meeting on March 26, 2024, and ballots will be sent soon. The election results are anticipated by end of June and are planned for Board certification at the meeting on July 16, 2024. If the special tax is approved by the property owners, then DSPUD can proceed with the sale of bonds and proceeds would likely be available in September.

DSPUD has also used the funds provided by Sugar Bowl Corporation to complete the environmental permitting and prepare bid documents for a portion of the improvements identified as Phase 2A Project. The bid documents were completed and the Board approved advertising for construction bids on November 21, 2023. Construction bids were received, and award of the construction contract is on hold pending the receipt of funds for construction.

To construct the Phase 2A Project, permanent sewer easements are required across a portion of parcels APN 069-102-017 (760 Pennyroyal), APN 069-102-025 (750 Pennyroyal), APN 069-320-006, APN 069-320-071, and APN 069-102-023.

One easement is for an existing sewer that was constructed several years ago in the Sugar Bowl East Village. That easement is across a portion of parcel APN 069-103-021 (58570 Corn Lily). Even though the sewer has been in operation, a sewer easement has not yet been recorded and one is necessary to provide DSPUD with the legal right to operate and maintain the public sewer.

DISCUSSION

The attached sewer easements were recently presented to and signed by the owners.

Staff recommends that the Board adopt the resolution accepting the sewer easements as presented and authorize the General Manager to execute the certificates of acceptance.

FISCAL IMPACT

The sewer easements were dedicated to DSPUD without fee.

CEQA ASSESSMENT

The Initial Study/MND for the Phase 2A Project was approved by the Board on October 17, 2023. Mitigation measures are incorporated into the project plans and specifications.

ATTACHMENTS

1. Easements
2. Resolution 2024-09

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Donner Summit Public Utility District
Attn: Steven Palmer, General Manager
P.O. Box 610
Soda Springs, CA 95728

APN: 069-102-017
760 PENNYROYAL LANE, NORDEN, CA 96161

SPACE ABOVE FOR RECORDERS USE ONLY

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTIONS 6103 & 27383

DOCUMENTARY TRANSFER TAX \$ 0
EXEMPT PER REVENUE & TAXATION CODE
SECTION 11922

GRANT OF SEWER EASEMENT

ROBERT J. FISHER, WILLIAM S. FISHER AND JOHN J. FISHER, AS TRUSTEES OF THE DFF Y2K FAMILY TRUST, DATED NOVEMBER 19, 2018, as to an undivided one-half interest and ROBERT J. FISHER, WILLIAM S. FISHER AND JOHN J. FISHER, AS TRUSTEES OF THE DFF ARTICLE III TRUST U/D JUNE 5, 2000, as to an undivided one-half interest, collectively as the OWNER of the property known as 760 Pennyroyal Lane, Norden, California (APN 069-102-017) (the "**PROPERTY**") (more particularly described in EXHIBIT C) and as "**GRANTOR**," in consideration of value paid by DONNER SUMMIT PUBLIC UTILITY DISTRICT, a California Special District, as "**GRANTEE**" receipt of which is hereby acknowledged, hereby GRANTS to GRANTEE an EASEMENT for the purpose of installing, constructing, completing, repairing, maintaining, operating, replacing, reconstructing, altering, inspecting, and removing a SEWER line and related facilities and appurtenances ("**SEWER FACILITIES**"), on, across and under that certain real property situated in the area of the COUNTY OF PLACER, STATE OF CALIFORNIA, more particularly described in EXHIBIT A and EXHIBIT B attached hereto and incorporated herein by this reference ("**EASEMENT AREA**").

Following any installation, construction, completion, repair, maintenance, replacement, reconstruction, alteration, inspection, or removal of the SEWER FACILITIES, GRANTEE shall promptly, but in no more than thirty (30) days, restore the area where any work was performed to the same or better condition as prior to such work. GRANTEE shall be solely responsible for the operation and maintenance of the SEWER FACILITIES and shall take necessary precautions that are at or above industry standard to protect against leaks, seepage, or other discharge by the SEWER FACILITIES into, on, across, or under the PROPERTY. In the case of any leaks, seepage or other discharge from the SEWER FACILITIES, GRANTEE shall take reasonable steps to perform clean up, abatement, repair and restoration consistent with industry standards.

GRANTOR further grants to GRANTEE: The perpetual right of ingress to and egress from said EASEMENT for the purpose of exercising, performing, and protecting GRANTEES' rights and privileges hereunder: PROVIDED such rights of ingress and egress shall be executed to cause the least practicable damage and inconvenience to GRANTOR.

GRANTOR reserves the right to use said EASEMENT for purposes which will not interfere with GRANTEES full enjoyment of the rights and privileges herein granted, PROVIDED, HOWEVER, the GRANTORS shall not erect, construct, or maintain any building, fence or structure, nor make any excavation within or drill or operate any well, nor add to the ground level within or upon said EASEMENT without first obtaining written consent of GRANTEE to do so. Notwithstanding the foregoing, GRANTEE acknowledges and consents to any and all existing improvements located within the EASEMENT AREA.

GRANTEE shall hold harmless, indemnify and defend GRANTOR, its trustees, beneficiaries, officers, directors, agents, and employees from any and all claims, lawsuits, liabilities, losses and damages of any kind including, but not limited to, contamination, pollution and explosion damages, bodily injury or property damage arising or resulting from the negligence, omission, or willful misconduct of GRANTEE, its officers, employees, agents and representatives in the installation, construction, completion, repair, maintenance, replacement, reconstruction, alteration, inspection, or removal of the SEWER FACILITIES or any activities conducted within the EASEMENT AREA.

GRANTEE may not assign any of its rights, obligations or responsibilities under this Grant of Sewer Easement without the prior written consent of GRANTOR.

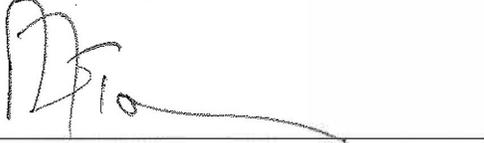
The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto and shall be covenants which run with the land.

[signatures on following page(s).]

IN WITNESS WHEREOF, GRANTOR has executed this EASEMENT AGREEMENT set forth on 14th day of February, 2024.

Please sign only in the presence of a Notary Public.

GRANTOR(S):



ROBERT J. FISHER as Trustee of:
(1) THE DFF Y2K FAMILY TRUST, dated November 19, 2018; and
(2) THE DFF ARTICLE III TRUST u/d June 5, 2000



WILLIAM S. FISHER as Trustee of:
(1) THE DFF Y2K FAMILY TRUST, dated November 19, 2018; and
(2) THE DFF ARTICLE III TRUST u/d June 5, 2000



JOHN J. FISHER as Trustee of:
(1) THE DFF Y2K FAMILY TRUST, dated November 19, 2018; and
(2) THE DFF ARTICLE III TRUST u/d June 5, 2000

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
)
County of San Francisco)

On February 13, 2024 before me, Angela Brianne Sangalang, Notary Public
Notary Public, personally appeared William S. Fisher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Angela S

(Seal)

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
)
County of san Francisco)

On February 14, 2024 before me, Angela Brienne Sangalang, Notary Public
Notary Public, personally appeared Robert J. Fisher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Angela Sangalang

(Seal)

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
)
County of san Francisco)

On February 14, 2024 before me, Angela Brienne Sangalang, Notary Public
Notary Public, personally appeared John J. Fisher,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Angela Sangalang



(Seal)

ACCEPTED: DONNER SUMMIT PUBLIC UTILITY DISTRICT

DATED: _____ BY: _____
Steven Palmer, General Manager

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

SEWER EASEMENT DESCRIPTION

REAL PROPERTY in the County of Placer, State of California, described as follows:

A PORTION of that parcel of land as described in the Grant Deed to Donald G. Fisher and Doris F. Fisher and their successors as Trustee of the DDF Y2K Family Trust, U/D June 5, 2000, recorded June 15, 2000 within Document Number 2000-0041881, and the Grant Deed to Doris F. Fisher, as Trustee of the DFF Y2K Family Trust, dated November 19, 2018, recorded July 9, 2021 within Document Number 2021-0088069, Official Records Placer County, also a portion of Section 20, Township 17 North, Range 15 East, M.D.M., described as follows:

Area 1

A NON-EXCLUSIVE SEWER EASEMENT upon, over, under, across a strip of land, 15 feet in width, the centerline being described more particularly as follows:

BEGINNING at a point on the Northwesterly boundary of said Donald and Doris Fisher Parcel, from which the most Northerly corner of said Donald and Doris Fisher Parcel bears North 60° 48' 13" East 25.38 feet; thence from said point of beginning leaving said Northwesterly boundary along the centerline of the easement being described South 09° 47' 35" East 99.42 feet to a point on the Southeasterly boundary of said Donald and Doris Fisher Parcel, said point also designated as Point 'A', also the terminus of said centerline.

Sidelines terminate on the North at the Northwesterly boundary of said Donald and Doris Fisher Parcel and on the South at the Southeasterly boundary of said Donald and Doris Fisher Parcel.

Area 2

A NON-EXCLUSIVE SEWER EASEMENT upon, over, under, across a strip of land, being described more particularly as follows:

BEGINNING at the intersection of the Easterly line of the above described Area 1 and the Southeasterly boundary of said Donald and Doris Fisher Parcel, from which the above described Point 'A' bears South 60° 48' 13" West 7.95 feet; thence from said point of beginning along said Southeasterly boundary North 60° 48' 13" East 5.17 feet to a point on the Westerly line of a 20 foot private road easement; thence leaving said Southeasterly boundary along said Westerly line North 08° 55' 47" West 15.17 feet to an angle point of the easement being described; thence leaving said Westerly line along the easement being described North 54° 47' 35" West 7.22 feet to a point on the Easterly line of the above described Area 1; thence along said Easterly line South 09° 47' 35" East 22.00 feet to the point of beginning.

The area of this easement contained within that parcel of land as described within Document Number 2000-0041881 and within Document Number 2021-0088069, Official Records Placer County, is 1,584 Square Feet, more or less.

End of description.

The attached Exhibit 'B' is made a part hereof.

Description Basis of Bearing

The meridian for the above description is based on NAD 83 California State Plane, Zone 2.
Rotate 00° 58' 47" clockwise to obtain record bearings per Document Number 2000-0041881
and Document Number 2021-0088069, Official Records Placer County.



Keith D. Masuda
12/07/2023

EXHIBIT B

SEWER EASEMENT DEPICTION

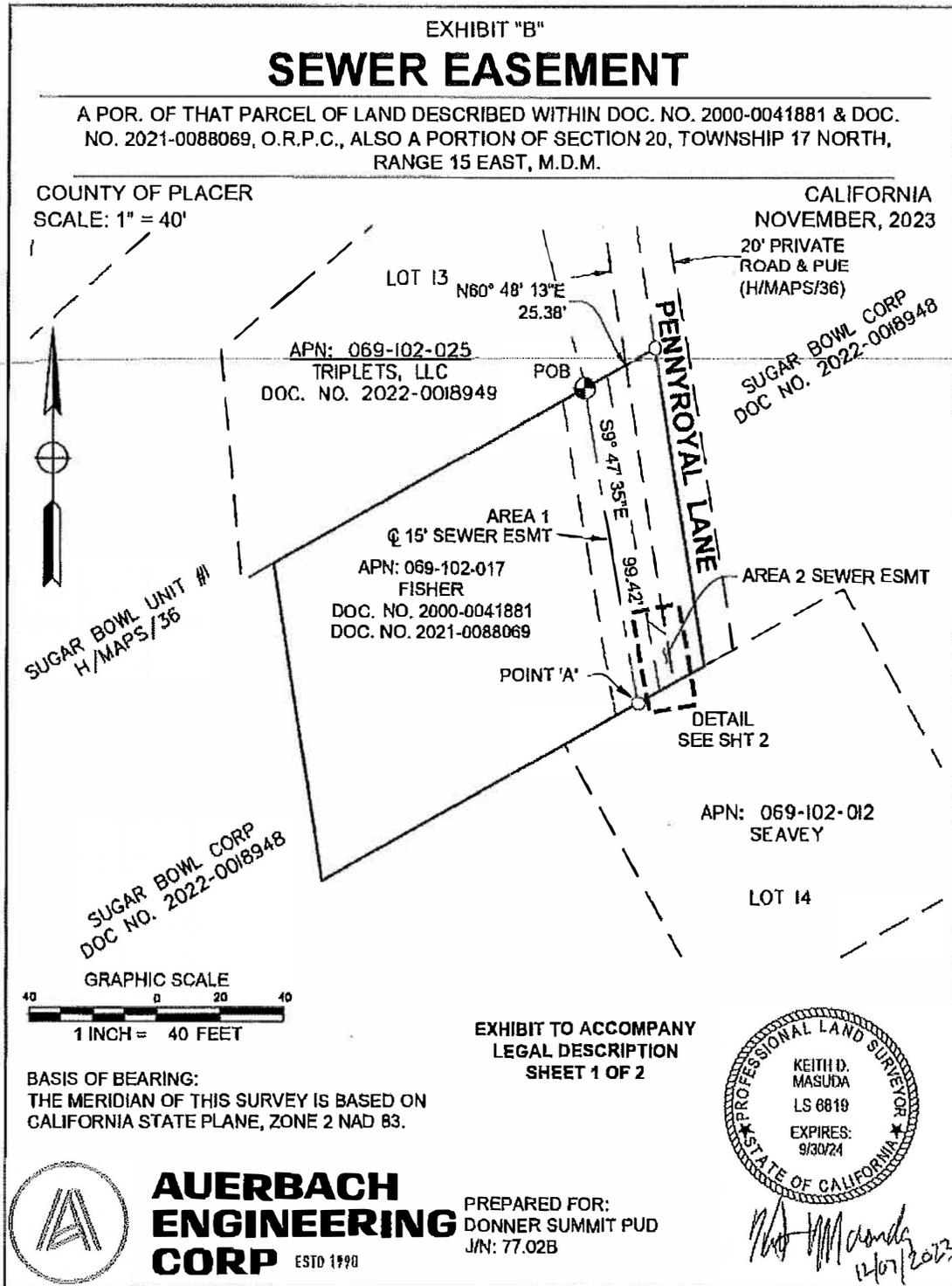


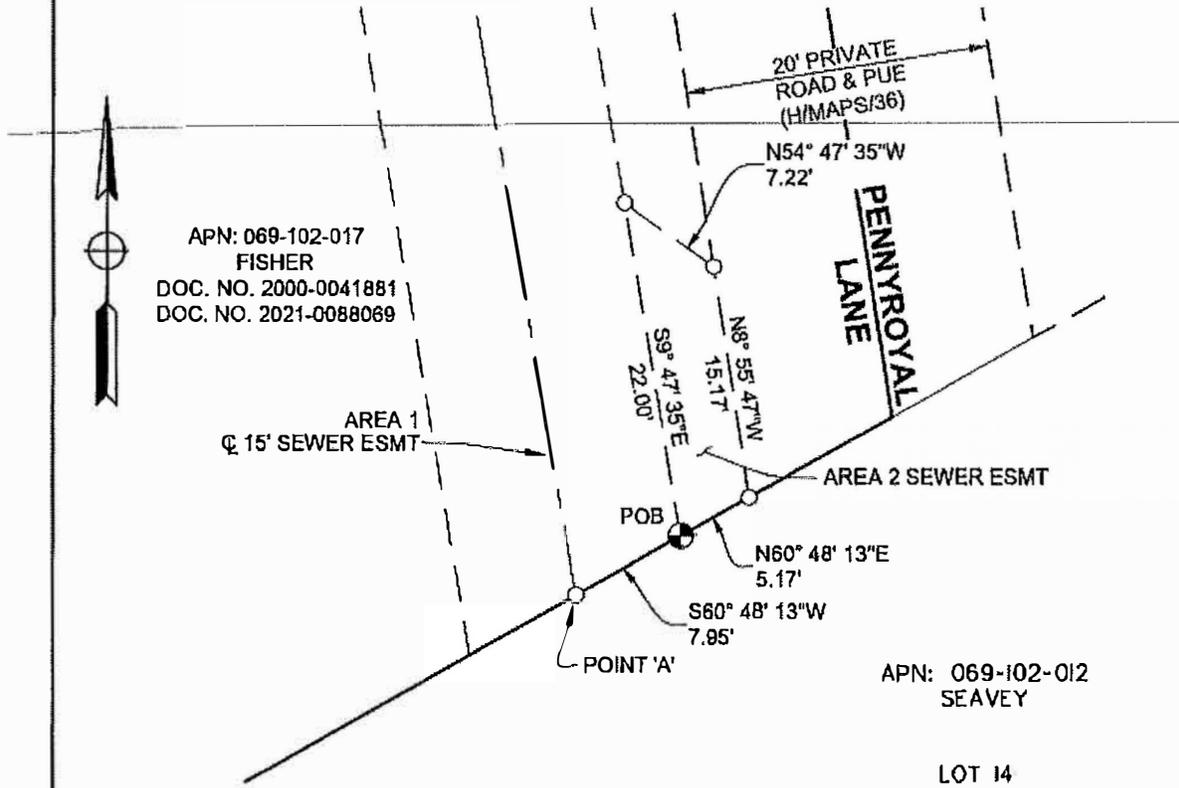
EXHIBIT "B"

SEWER EASEMENT

A POR. OF THAT PARCEL OF LAND DESCRIBED WITHIN DOC. NO. 2000-0041881 & DOC. NO. 2021-0088069, O.R.P.C., ALSO A PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M.

COUNTY OF PLACER
SCALE: 1" = 10'

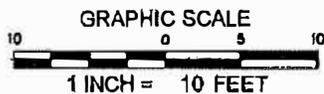
CALIFORNIA
NOVEMBER, 2023



APN: 069-102-017
FISHER
DOC. NO. 2000-0041881
DOC. NO. 2021-0088069

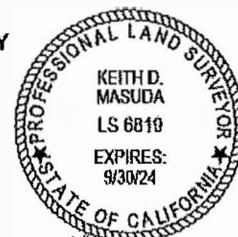
APN: 069-102-012
SEAVEY

LOT 14



BASIS OF BEARING:
THE MERIDIAN OF THIS SURVEY IS BASED ON
CALIFORNIA STATE PLANE, ZONE 2 NAD 83.

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
SHEET 2 OF 2



**AUERBACH
ENGINEERING
CORP** ESTD 1998

PREPARED FOR:
DONNER SUMMIT PUD
J/N: 77.02B

Keith D. Masuda
12/07/2023

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN UNINCORPORATED AREA, IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M., SITUATE IN THE COUNTY OF PLACER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THOSE CERTAIN LANDS OF SUGAR BOWL CORPORATION, AS DESCRIBED IN THAT CERTAIN GRANT DEED FILED IN BOOK 2661, PAGE 257, PLACER COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS IDENTICAL TO THAT CERTAIN SUBDIVISION MAP ENTITLED SUGAR BOWL UNIT 1, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN BOOK H OF MAPS, PAGE 36, PLACER COUNTY OFFICIAL RECORDS;

BEGINNING AT THE NORTHWESTERLY CORNER OF THOSE CERTAIN LANDS OF DONALD G. FISHER AS DESCRIBED IN THAT CERTAIN GRANT DEED FILED IN BOOK 3002, PAGE 404, PLACER COUNTY OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS SOUTH 7° 57' 00" EAST 100.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE LEAVING SAID WESTERLY LINE ALONG THE FOLLOWING THREE (3) COURSES: (1) SOUTH 61° 47' 00" WEST 37.31 FEET; (2) NORTH 7° 57' 00" WEST 100.00 FEET; (3) NORTH 61° 47' 00" EAST 37.31 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION BEING MADE PURSUANT TO THAT CERTAIN RESOLUTION TO APPROVE PLACER COUNTY MINOR BOUNDARY LINE ADJUSTMENT (MBR- 10795), RECORDED JULY 13, 2001 AS DOCUMENT NO. 2001-0070882, OF OFFICIAL RECORDS.

APN: 069-102-017-000

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Donner Summit Public Utility District
Attn: Steven Palmer, General Manager
P.O. Box 610
Soda Springs, CA 95728

APN: 069-102-025
750 PENNYROYAL LANE, NORDEN, CA 96161

SPACE ABOVE FOR RECORDERS USE ONLY

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTIONS 6103 & 27383

DOCUMENTARY TRANSFER TAX \$ 0
EXEMPT PER REVENUE & TAXATION CODE
SECTION 11922

GRANT OF SEWER EASEMENT

TRIPLETS LLC, a California limited liability company, as the OWNER of the property known as 750 Pennyroyal Lane, Norden, California (APN 069-102-025) (the "PROPERTY") (more particularly described in EXHIBIT C) and as "GRANTOR," in consideration of value paid by DONNER SUMMIT PUBLIC UTILITY DISTRICT, a California Special District, as "GRANTEE" receipt of which is hereby acknowledged, hereby GRANTS to GRANTEE an EASEMENT for the purpose of installing, constructing, completing, repairing, maintaining, operating, replacing, reconstructing, altering, inspecting, and removing a SEWER line and related facilities and appurtenances ("SEWER FACILITIES"), on, across and under that certain real property situated in the area of the COUNTY OF PLACER, STATE OF CALIFORNIA, more particularly described in EXHIBIT A and EXHIBIT B attached hereto and incorporated herein by this reference ("EASEMENT AREA").

Following any installation, construction, completion, repair, maintenance, replacement, reconstruction, alteration, inspection, or removal of the SEWER FACILITIES, GRANTEE shall promptly, but in no more than thirty (30) days, restore the area where any work was performed to the same or better condition as prior to such work. GRANTEE shall be solely responsible for the operation and maintenance of the SEWER FACILITIES and shall take necessary precautions that are at or above industry standard to protect against leaks, seepage, or other discharge by the SEWER FACILITIES into, on, across, or under the PROPERTY. In the case of any leaks, seepage or other discharge from the SEWER FACILITIES, GRANTEE shall take reasonable steps to perform clean up, abatement, repair and restoration consistent with industry standards.

GRANTOR further grants to GRANTEE: The perpetual right of ingress to and egress from said EASEMENT for the purpose of exercising, performing, and protecting GRANTEES' rights

and privileges hereunder: PROVIDED such rights of ingress and egress shall be executed to cause the least practicable damage and inconvenience to GRANTOR.

GRANTOR reserves the right to use said EASEMENT for purposes which will not interfere with GRANTEE'S full enjoyment of the rights and privileges herein granted, PROVIDED, HOWEVER, the GRANTORS shall not erect, construct, or maintain any building, fence or structure, nor make any excavation within or drill or operate any well, nor add to the ground level within or upon said EASEMENT without first obtaining written consent of GRANTEE to do so. Notwithstanding the foregoing, GRANTEE acknowledges and consents to any and all existing improvements located within the EASEMENT AREA, including but not limited to portions of a foundation drainage system consisting of an infiltration facility or dry well and a rocked trench drain outlet.

GRANTEE shall hold harmless, indemnify and defend GRANTOR, its trustees, beneficiaries, officers, directors, agents, and employees from any and all claims, lawsuits, liabilities, losses and damages of any kind including, but not limited to, contamination, pollution and explosion damages, bodily injury or property damage arising or resulting from the negligence, omission, or willful misconduct of GRANTEE, its officers, employees, agents and representatives in the installation, construction, completion, repair, maintenance, replacement, reconstruction, alteration, inspection, or removal of the SEWER FACILITIES or any activities conducted within the EASEMENT AREA.

GRANTEE may not assign any of its rights, obligations or responsibilities under this Grant of Sewer Easement without the prior written consent of GRANTOR.

The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto and shall be covenants which run with the land.

[signatures on following page(s).]

IN WITNESS WHEREOF, GRANTOR has executed this EASEMENT AGREEMENT set forth on 19th day of FEBRUARY, 2024.

Please sign only in the presence of a Notary Public.

GRANTOR(S):

TRIPLETS LLC,
a California limited liability company

By: 
Bradford E. Watterson, Manager

ACKNOWLEDGMENT

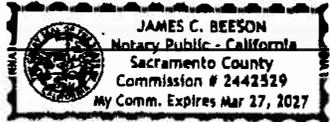
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
County of SACRAMENTO)

On 02-19-2024 before me, JAMES C. BEESON (NOTARY PUBLIC)
Notary Public, personally appeared BRADFORD E WATTERSON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature 

(Seal)

ACCEPTED: DONNER SUMMIT PUBLIC UTILITY DISTRICT

DATED: _____ BY: _____
Steven Palmer, General Manager

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

SEWER EASEMENT DESCRIPTION

REAL PROPERTY in the County of Placer, State of California, described as follows:

A **PORTION** of that parcel of land as described in the Grant Deed to Triplets, LLC, recorded on March 2, 2022, within Document Number 2022-0018949, Official Records Placer County, also a portion of Section 20, Township 17 North, Range 15 East, M.D.M., described as follows:

A **NON-EXCLUSIVE SEWER EASEMENT** upon, over, under, across a strip of land, 15 feet in width, the centerline being described more particularly as follows:

BEGINNING at a point on the Southeasterly boundary of said Triplets Parcel, being also the Southeasterly boundary of Lot 13 as shown on that certain map entitled Sugar Bowl Unit #1, recorded in Book H of Maps at Page 36, Placer County Records, from which the most Easterly corner of said Triplets Parcel, being also the most Easterly corner of said Lot 13, bears North 60° 48' 13" East 25.38 feet; thence from said point of beginning along the centerline of the easement being described, the following three (3) consecutive courses and distances:

- 1) North 09° 47' 35" West 3.72 feet;
- 2) North 16° 11' 36" West 31.21 feet;
- 3) along an arc of a 300.00 foot radius non-tangent curve to the right for a distance of 56.76 feet, with a radial bearing of South 73° 49' 39" West and having a central angle of 10° 50' 23", being subtended by a chord which bears North 10° 45' 10" West 56.67 feet to a point on the Northwesterly boundary of said Triplets Parcel, being also the Northwesterly boundary of said Lot 13, said point being the centerline terminus of the herein described easement.

Sidelines terminate on the North at the Northwesterly boundary of said Triplets Parcel and South at the Southeasterly boundary of said Triplets Parcel.

The area of this easement contained within that parcel of land as described within Document Number 2022-0018949, Official Records Placer County, is 1,375 Square Feet, more or less.

End of description.

The attached Exhibit 'B' is made a part hereof.

Description Basis of Bearing

The meridian for the above description is based on NAD 83 California State Plane, Zone 2. Rotate 00° 58' 47" clockwise to obtain record bearings per Document Number 2022-0018949, Official Records Placer County.



\\SERVER\Jobs\77.02B\Docs\Legals\77.02B-Legal_Trip.doc
November 16, 2023

Page 1 of 1

Keith Masuda
12/01/2023

AUERBACH ENGINEERING CORP

EXHIBIT B

SEWER EASEMENT DEPICTION

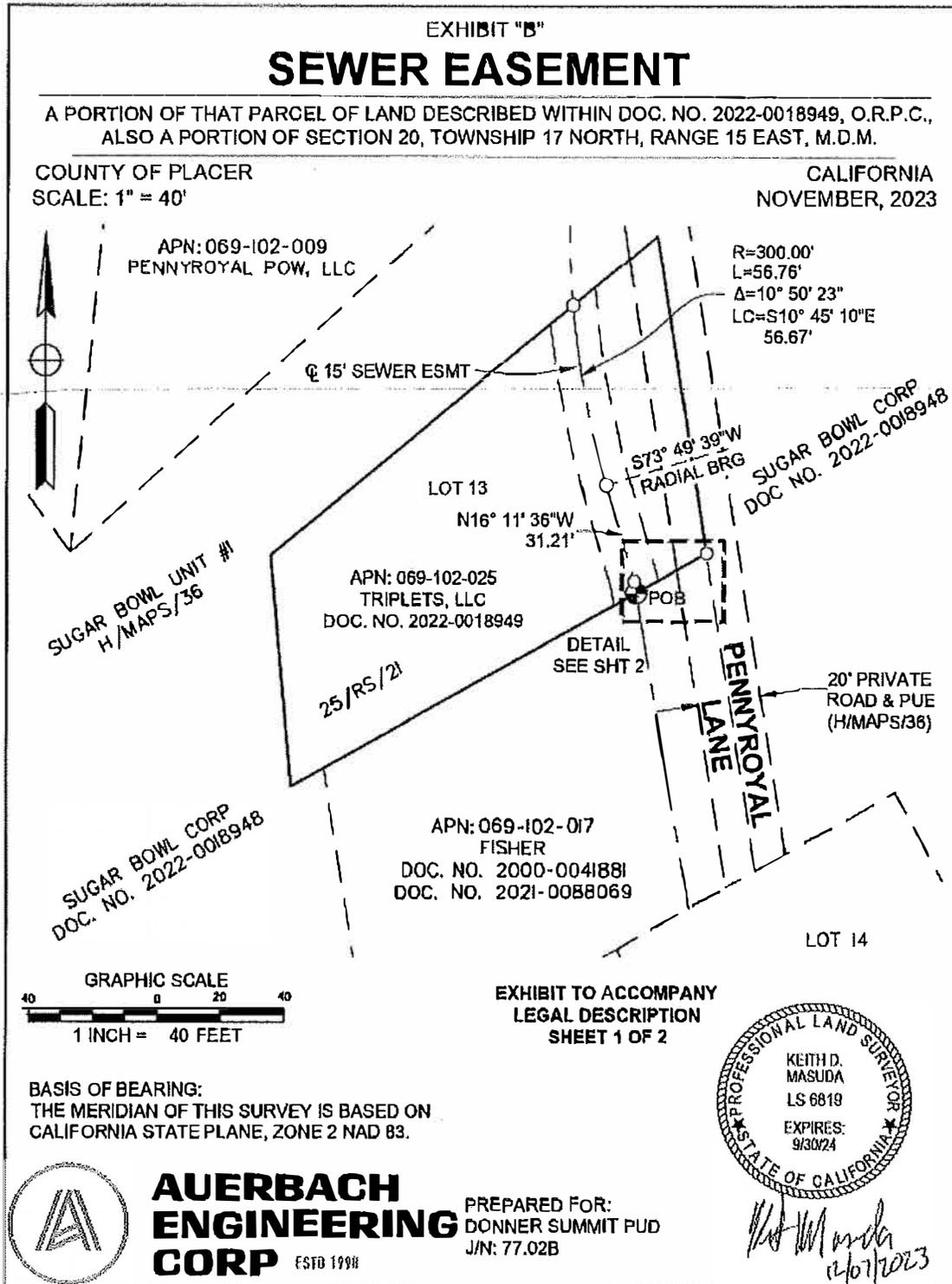


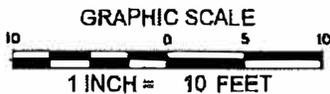
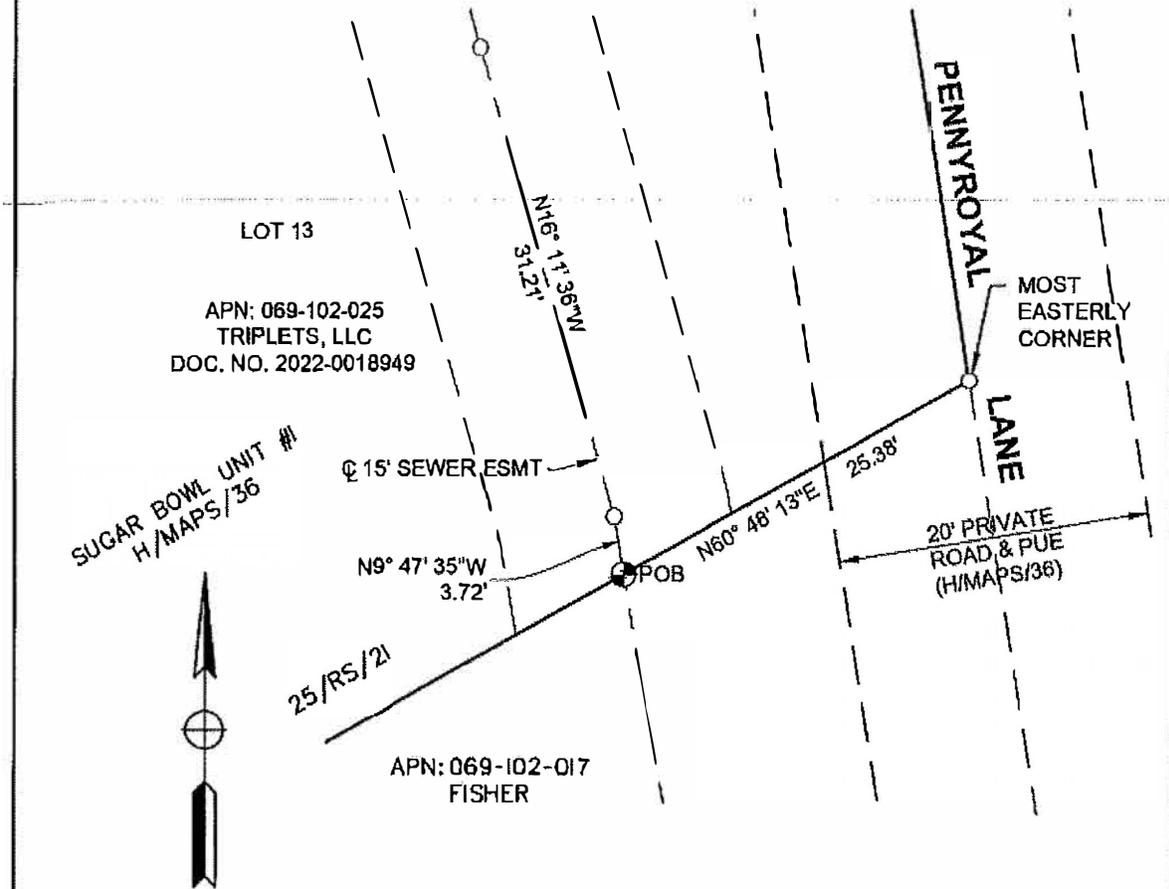
EXHIBIT "B"

SEWER EASEMENT

A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN DOC. NO. 2022-0018949, O.R.P.C.,
ALSO A PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M.

COUNTY OF PLACER
SCALE: 1" = 10'

CALIFORNIA
NOVEMBER, 2023



BASIS OF BEARING:
THE MERIDIAN OF THIS SURVEY IS BASED ON
CALIFORNIA STATE PLANE, ZONE 2 NAD 83.

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
SHEET 2 OF 2



**AUERBACH
ENGINEERING
CORP** ESTD 1990

PREPARED FOR:
DONNER SUMMIT PUD
J/N: 77.02B

Keith D. Masuda
12/07/2023

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

RESULTANT PARCEL 1

The tract of land described in that certain Grant Deed to Triplets LLC, a California limited liability company, hereinafter referred to as Lands of Triplets LLC, recorded August 18, 2020 as Document No. 2020-0087613, Official Records of Placer County, California, said Lands of Triplets LLC being Lot 13 of the Sugar Bowl Unit No 1 subdivision, recorded in Book H of Maps at Page 36, Official Records of Placer County, together with a portion of that tract of land described in that certain Grant Deed to Sugar Bowl Corporation, a California corporation, recorded December 21, 2018 as Document No. 2018-0091818, Official Records of Placer County, California, said lands being situated in Section 20, Township 17 North, Range 15 East, M.D.M., County of Placer, State of California, more particularly described as follows:

All of said Lands of Triplets LLC:

Together with a person of said Sugar Bowl Corporation, described as follows:

Beginning at the southwest corner of said Lands of Triplets LLC, being Lot 13 of said Book H of Maps at Page 36, thence from said Point of Beginning, leaving the boundary of said lot 13, along the following four (4) courses and distances:

1. South 61 degrees 47'00" West; along the extension of the southerly line of said Lot 13; for a distance of 24.09 feet;
2. North 4 degrees 10'40" West along a line parallel with the westerly line of said Lot 13, for a distance of 72.25 feet;
3. North 51 degrees 33'40" East along the extension of the northerly line of said Lot 13, for a distance of 26.62' to the northwest corner of said Lands of Triplets LLC;
4. South 4 degrees 10'40" East along the westerly boundary line of said. Lot 13/Lands of Triplets LLC for a distance of 77.42 feet to the Point of Beginning.

Resultant Parcel 1 Containing 0.268 acres, more or less.

The Basis of Bearings of this description is said Book H of Maps at Page 36

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO**

Donner Summit Public Utility District
Attn: Steven Palmer, General Manager
P.O. Box 610
Soda Springs, CA. 95728

Above for Recorders Use Only

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTIONS 6103 & 27383

DOCUMENTARY TRANSFER TAX \$ 0
EXEMPT PER REVENUE & TAXATION CODE
SECTION 11922

APN: 069-103-021

GRANT OF SEWER EASEMENT

ERIC RYAN ART OF SKIING LLC, as GRANTOR, in consideration of value paid by DONNER SUMMIT PUBLIC UTILITY DISTRICT, a California Special District, as GRANTEE receipt of which is hereby acknowledged, hereby GRANTS to GRANTEE an EASEMENT for the purpose of installing, constructing, completing, repairing, maintaining, operating, replacing, reconstructing, altering, inspecting, and removing a **SEWER** line and related facilities and appurtenances, on, across and under that certain real property situated in the area of the COUNTY OF PLACER, STATE OF CALIFORNIA, more particularly described in EXHIBIT A and EXHIBIT B attached hereto and incorporated herein by this reference.

GRANTOR further grants to GRANTEE: The perpetual right of ingress to and egress from said EASEMENT for the purpose of exercising, performing, and protecting GRANTEES' rights and privileges hereunder: PROVIDED such rights of ingress and egress shall be executed to cause the least practicable damage and inconvenience to GRANTOR.

GRANTOR reserves the right to use said EASEMENT for purposes which will not interfere with GRANTEES full enjoyment of the rights and privileges herein granted, PROVIDED, HOWEVER, the GRANTORS shall not erect, construct, or maintain any building, fence or structure, nor make any excavation within or drill or operate any well, nor add to the ground level within or upon said EASEMENT without first obtaining written consent of GRANTEE to do so.

The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto and shall be covenants which run with the land.

IN WITNESS WHEREOF, GRANTOR has executed this EASEMENT AGREEMENT set forth on ___ day of ___, 2023.

Please sign only in the presence of a Notary Public.

GRANTOR(S)
ERIC RYAN ART OF SKIING LLC



Signature of Grantor



Print or Type Grantor's Name

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF PLACER) ss.

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

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

WITNESS my hand and official seal.

See attached acknowledgment.
Robert C. Karfiol

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Marin }
On February 13, 2024 before me, Robert C. Karfiol, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Eric Ryan
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Robert C. Karfiol
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Grant of Sewer Easement

Document Date: Feb 13, 2024 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

EXHIBIT 'A'
Sewer Easement

REAL PROPERTY in the County of Placer, State of California, described as follows:

A PORTION of that parcel of land as described in the Corporation Grant Deed to Sugar Bowl Corporation, recorded on March 2, 2022, within Document Number 2022-0018948, Official Records Placer County, also a portion of Section 20, Township 17 North, Range 15 East, M.D.M., described as follows:

Area 1

A NON-EXCLUSIVE SEWER EASEMENT upon, over, under, across a strip of land, 15 feet in width, the centerline being described more particularly as follows:

BEGINNING at a point on the Northwesterly boundary of Lot 13 as shown on that certain map entitled Sugar Bowl Unit #1, recorded in Book H of Maps at Page 36, Placer County Records, from which the most Northerly corner of said Lot 13 bears North 50° 34' 53" East 34.36 feet; thence from said point of beginning along the centerline of the easement being described, the following eight (8) consecutive courses and distances:

- 1) along an arc of a 300.00 foot radius non-tangent curve to the right for a distance of 32.47 feet, with a radial bearing of South 84° 40' 01" West and having a central angle of 06° 12' 07", being subtended by a chord which bears North 02° 13' 55" West 32.46 feet;
- 2) North 00° 12' 25" East 2.55 feet;
- 3) North 45° 55' 53" East 19.43 feet;
- 4) North 01° 09' 44" East 63.09 feet;
- 5) North 24° 18' 34" West 109.75 feet to a point designated as Point 'A';
- 6) North 19° 48' 30" East 162.08 feet;
- 7) North 19° 43' 56" West 148.98 feet;
- 8) North 04° 16' 24" West 217.32 feet

to a point being the centerline terminus of the herein described easement.

EXCEPTING THEREFROM any portion lying within the Private Roads as shown on said Sugar Bowl Unit #1 map.

Sidelines terminate on the North at right angles and on the South at the Northwesterly boundary of said Lot 13.

Area 2

A NON-EXCLUSIVE SEWER EASEMENT upon, over, under, across a strip of land, 15 feet in width, the centerline being described more particularly as follows:

BEGINNING at the above described Point 'A'; thence from said point of beginning along the centerline of the easement being described, the following six (6) consecutive courses and distances:

- 1) South 80° 46' 51" West 80.00 feet;
- 2) North 60° 57' 24" West 44.02 feet;
- 3) South 62° 54' 28" West 88.82 feet;
- 4) South 80° 46' 50" West 34.52 feet;
- 5) South 71° 56' 45" West 73.21 feet;
- 6) North 42° 10' 26" West 13.76 feet

to a point on the Southerly line of a Private Road as shown on said Sugar Bowl Unit #1 map, said point being the centerline terminus of the herein described easement.

EXCEPTING THEREFROM any portion lying within the Private Roads as shown on said Sugar Bowl Unit #1 map.

Sidelines terminate on the West at the Southerly line of the Private Roads as shown on said Sugar Bowl Unit #1 map and on the East at the Westerly line of the above described Area #1.

The area of this easement contained within that parcel of land as described within Document Number 2022-0018948, Official Records Placer County, is 6,337 Square Feet, more or less.

End of description.

The attached Exhibit 'B' is made a part hereof.

Description Basis of Bearing

The meridian for the above description is based on NAD 83 California State Plane, Zone 2. Rotate 00° 58' 47" clockwise to obtain record bearings per Document Number 2022-0018948, Official Records Placer County.



EXHIBIT 'B' SEWER EASEMENT

A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN DOC. NO. 2022-0018948,
O.R.P.C, ALSO A PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M.

COUNTY OF PLACER
SCALE: 1" = 100'

CALIFORNIA
JANUARY, 2024

APN: 104-020-027
SUGAR BOWL HOMEOWNERS
ASSOCIATION
DOC. NO. 2011-0041607

APN: 104-020-001
SHARYON FAMILY
PROPERTIES LLC

APN: 069-320-006
SUGAR BOWL CORP
DOC. NO. 2022-0018948

APN: 069-320-071
SUGAR BOWL CORP
DOC. NO. 2022-0018948

AREA #1
☉ 15' SEWER ESMT

APN: 069-102-023
SUGAR BOWL CORP
DOC. NO. 2022-0018948

AREA #12
☉ 15' SEWER ESMT

SEE SHT 5
MULE EARS DRIVE

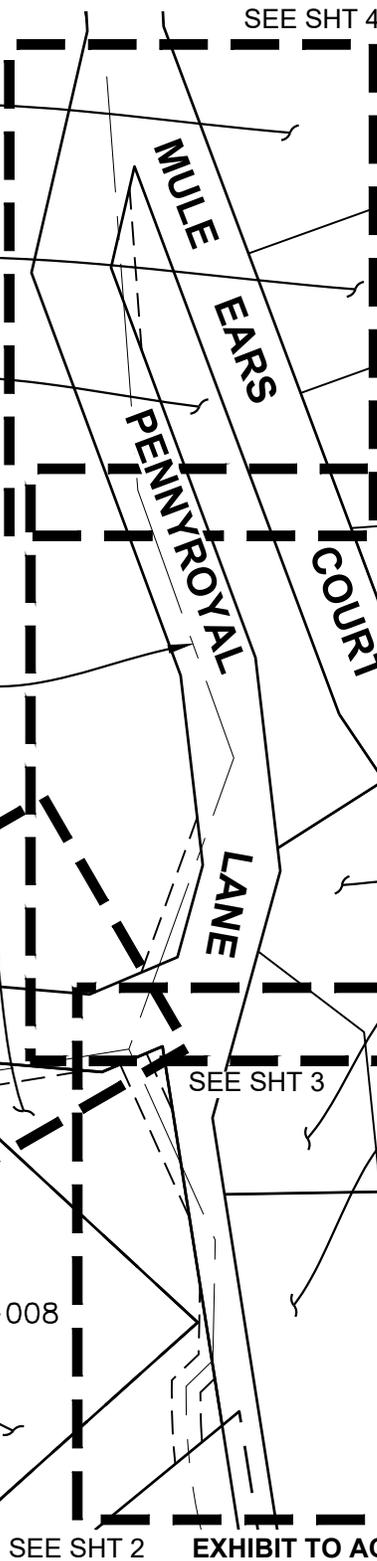
APN: 069-102-008
ONSNOW LLC

APN: 069-102-009
PENNYROYAL POW LLC

GRAPHIC SCALE



1 INCH = 40 FEET



APN: 069-320-069
SUGAR BOWL CORP
DOC. NO. 2022-0018948

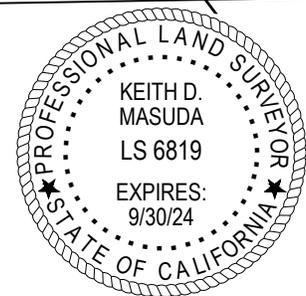
APN: 069-320-014
ABBEY DOUGLAS D TR

APN: 069-320-026
CHALET TOWNHOMES
OWNERS ASSOCIATION

APN: 069-320-008
SNOW WHITE LODGE

APN: 069-320-007
McINTOSH

APN: 069-102-023
SUGAR BOWL CORP
DOC. NO. 2022-0018948



SEE SHT 2
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
SHEET 1 OF 5



BASIS OF BEARING:
THE MERIDIAN OF THIS SURVEY IS BASED ON
CALIFORNIA STATE PLANE, ZONE 2 NAD 83.

PREPARED FOR:
DONNER SUMMIT PUD
J/N: 77.02B

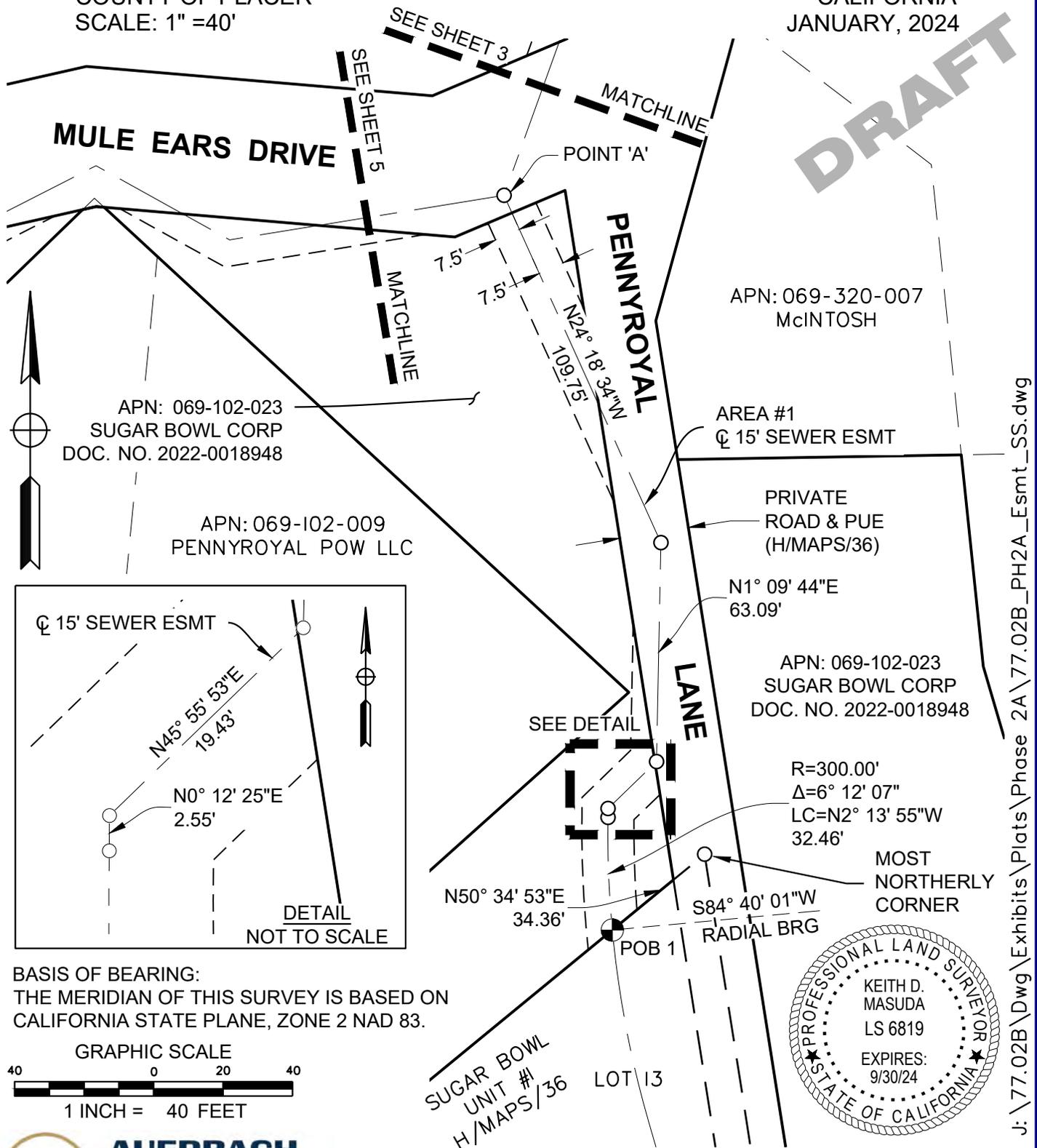
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EXHIBIT 'B'
SEWER EASEMENT

A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN DOC. NO. 2022-0018948, O.R.P.C, ALSO A PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M.

COUNTY OF PLACER
 SCALE: 1" = 40'

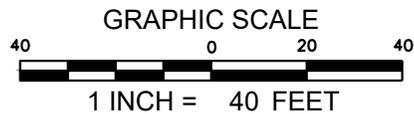
CALIFORNIA
 JANUARY, 2024



DRAFT

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BASIS OF BEARING:
 THE MERIDIAN OF THIS SURVEY IS BASED ON CALIFORNIA STATE PLANE, ZONE 2 NAD 83.



PREPARED FOR:
 DONNER SUMMIT PUD
 J/N: 77.02B

EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION
 SHEET 2 OF 5

EXHIBIT 'B' SEWER EASEMENT

A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN DOC. NO. 2022-0018948,
O.R.P.C, ALSO A PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M.

COUNTY OF PLACER
SCALE: 1" = 40'

CALIFORNIA
JANUARY, 2024

SEE SHEET 4 MATCHLINE

DRAFT
MULE EARS COURT

PRIVATE
ROAD & PUE
(H/MAPS/36)

APN: 069-320-071
SUGAR BOWL CORP
DOC. NO. 2022-0018948

AREA #1
☉ 15' SEWER ESMT

APN: 069-320-006
SUGAR BOWL CORP
DOC. NO. 2022-0018948

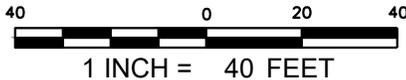
PREPARED FOR:
DONNER SUMMIT PUD
J/N: 77.02B

BASIS OF BEARING:
THE MERIDIAN OF THIS SURVEY IS BASED ON
CALIFORNIA STATE PLANE, ZONE 2 NAD 83.



MULE EARS DRIVE

GRAPHIC SCALE



7.5'
N19° 48' 30"E
162.08'

PENNYROYAL LANE

APN: 069-320-008
SNOW WHITE LODGE

APN: 069-320-007
McINTOSH



POINT 'A'

SEE SHEET 2 MATCHLINE

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
SHEET 3 OF 5



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EXHIBIT 'B' SEWER EASEMENT

A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN DOC. NO. 2022-0018948,
O.R.P.C, ALSO A PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M.

COUNTY OF PLACER
SCALE: 1" = 40'

CALIFORNIA
JANUARY, 2024

DRAFT

APN: 104-020-027
SUGAR BOWL HOMEOWNERS
ASSOCIATION
DOC. NO. 2011-0041607

APN: 069-320-071
SUGAR BOWL CORP
DOC. NO. 2022-0018948



PRIVATE
ROAD & PUE
(H/MAPS/36)

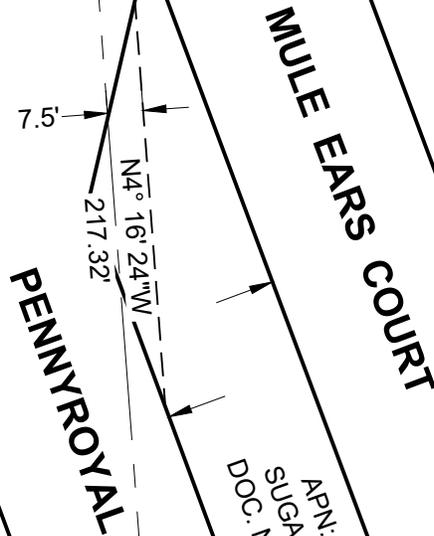
PRIVATE
ROAD & PUE
(H/MAPS/36)

AREA #1
☉ 15' SEWER ESMT

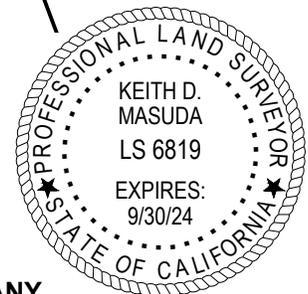
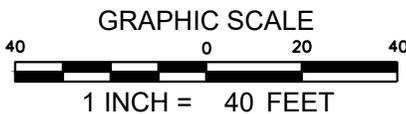
PRIVATE
ROAD & PUE
(H/MAPS/36)

APN: 104-020-001
SHARYON FAMILY
PROPERTIES LLC

APN: 069-320-069
SUGAR BOWL CORP
DOC. NO. 2022-0018948



BASIS OF BEARING:
THE MERIDIAN OF THIS SURVEY IS
BASED ON CALIFORNIA STATE PLANE,
ZONE 2 NAD 83.



PREPARED FOR:
DONNER SUMMIT PUD
J/N: 77.02B

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
SHEET 4 OF 5

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EXHIBIT 'B'
SEWER EASEMENT

A PORTION OF THAT PARCEL OF LAND DESCRIBED WITHIN DOC. NO. 2022-0018948,
 O.R.P.C, ALSO A PORTION OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 15 EAST, M.D.M.

COUNTY OF PLACER
 SCALE: 1" = 40'

CALIFORNIA
 JANUARY, 2024

APN: 069-320-071
 SUGAR BOWL CORP
 DOC. NO. 2022-0018948

PRIVATE
 ROAD & PUE
 (H/MAPS/36)

DRAFT

SUGAR BOWL
 UNIT #1
 H/MAPS/36

POINT 'A'
 POB 2

SEE SHEET 2
 MATCHLINE

MULE EARS DRIVE

APN: 069-102-023
 SUGAR BOWL CORP
 DOC. NO. 2022-0018948

APN: 069-102-009
 PENNYROYAL POW LLC

AREA #2
 15' SEWER ESMT

APN: 069-320-008
 ONSNOW LLC

APN: 069-102-023
 SUGAR BOWL CORP
 DOC. NO. 2022-0018948

N42° 10' 26"W
 13.76'

S80° 46' 50"W
 34.52'

S62° 54' 28"W
 88.82'

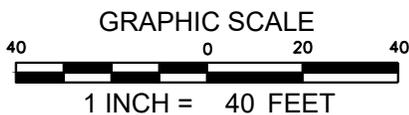
N60° 57' 24"W
 44.02'

S80° 46' 51"W
 80.00'

7.5'

7.5'

S71° 56' 45"W
 73.21'



BASIS OF BEARING:
 THE MERIDIAN OF THIS SURVEY IS BASED ON
 CALIFORNIA STATE PLANE, ZONE 2 NAD 83.



PREPARED FOR:
 DONNER SUMMIT PUD
 J/N: 77.02B

EXHIBIT TO ACCOMPANY
 LEGAL DESCRIPTION
 SHEET 5 OF 5

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RESOLUTION NO. 2024-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT ACCEPTING SEWER EASEMENTS FOR SEWER MAINS IN SUGAR BOWL WEST AND EAST VILLAGES

WHEREAS, various sewer mains were privately constructed around 2017; and

WHEREAS, DSPUD has been maintaining those sewer main lines since the time of construction; and

WHEREAS, DSPUD is planning to construct sewer mains in the Sugar Bowl West Village as part of the Sugar Bowl Sewer Extension Project Phase 2A, and

WHEREAS, permanent easements are needed for the purpose of maintaining, servicing, and/or replacing sewer facilities for the parcels listed below.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the District shall accept the easements offered to it by the owners of the parcels hereinafter listed:

Assessor's Parcel Number	Property Owner
069-103-021	Eric Ryan Art of Skiing LLC
069-102-017	DFE Y2K Family Trust
069-102-025	Triplets LLC
069-320-006	Sugar Bowl Corporation
069-320-023	Sugar Bowl Corporation
069-320-071	Sugar Bowl Corporation

BE IT FURTHER RESOLVED that the General Manager is authorized to execute the acceptances on behalf of the District.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 16th day of April 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Dawn Parkhurst
Secretary of the Board

Agenda Item: 8C



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager

SUBJECT: Adopt a Resolution Approving a Professional Services Agreement with Construction Materials Engineers, Inc. for a Not to Exceed Amount of \$185,816.80 for Construction Management and Inspection Services for the Sugar Bowl Sewer Extension Project Phase 2A

RECOMMENDATION

Adopt a Resolution Approving a Professional Services Agreement with Construction Materials Engineers, Inc. for not to exceed amount of \$185,816.80 for construction management and inspection services for the Sugar Bowl Sewer Extension Project Phase 2A (Phase 2A Project).

BACKGROUND

Donner Summit Public Utility District (DSPUD) has been working together with Sugar Bowl for several years regarding extending sewer lines in the Sugar Bowl West and East Villages. The 2009 Placer Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation. To date eight (8) homes have connected and 48 are on septic. There are also three (3) vacant lots which could connect in the future if sewer main is constructed adjacent to those parcels. DSPUD is not responsible for the cost to install sewer to these homes or parcels.

DSPUD has used advance funding provided by Sugar Bowl Corporation to complete the environmental permitting and prepare bid documents for the Phase 2A Project. The bid documents were completed and the Board approved advertising for construction bids on November 21, 2023. Construction bids were received and award of the construction contract is on hold pending the receipt of funds for construction.

To properly manage and inspect construction of the Phase 2A Project, DSPUD requires specialized professional services. A formal Request for Proposals (RFP) for construction management and inspection was issued on November 8, 2023. The RFP was widely advertised on the website BidNetDirect.

DISCUSSION

The deadline for proposals was December 12, 2023. DSPUD received proposals from four firms, Alpha Construction Management Inc., Blackburn Consulting, Construction Materials Engineers, Inc. (CME), and Summit Engineering Corporation. The proposals were reviewed by the General Manager and Chief Plant Operator Jim King and ranked to determine the most qualified to provide construction management and inspection services for the Phase 2A Project.

CME was ranked as the most qualified. Their scope and fee were reviewed by the General Manager and determined to include the level of effort required by the Phase 2A Project and the

fee/rates are consistent with expectations and Project budget. The not to exceed amount for this professional services agreement is \$185,816.80.

As discussed in a separate staff report at this meeting; DSPUD, Triplets LLC, and Sugar Bowl Corporation have negotiated an agreement whereby Triplets LLC and Sugar Bowl Corporation will provide advance funding for costs to construct the Phase 2A Project, including construction management and inspection. If that agreement is complete and approved by Triplets LLC, Sugar Bowl Corporation, and the DSPUD Board, then the General Manager recommends that the Board adopt a resolution approving the professional services agreement with CME.

If that agreement is not completed and approved, then the General Manager recommends that the Board does not approve the professional services agreement with CME at this time.

FISCAL IMPACT

The agreement with CME is for an amount not to exceed \$185,816.80. The work performed under this agreement is planned to be funded by a deposit from Triplets LLC and Sugar Bowl Corporation and was therefore not included in the Fiscal Year 2023/2024 operating budget. As described in the funding agreement that was presented as a separate item at this Board meeting, Triplets LLC and Sugar Bowl Corporation will get reimbursed for these expenses from the financing district and not from DSPUD funds.

If the financing district is not formed, then DSPUD will reimburse Triplets LLC and Sugar Bowl Corporation from funds collected from property owners that connect to the sewer in the future.

CEQA ASSESSMENT

The Initial Study/MND was approved by the Board on October 17, 2023. Mitigation measures are incorporated into the project plans and specifications.

ATTACHMENTS

1. Proposal
2. Professional Services Agreement
3. Resolution 2024-09



THE FOUNDATION FOR YOUR PROJECT'S SUCCESS



REQUEST FOR PROPOSAL

Donner Summit Public Utility District

***Construction Management and Inspection Services for
Sugar Bowl Sewer Extension Phase 2A Project***

December 12, 2023

Mr. Steven Palmer
General Manager
DONNER SUMMIT PUBLIC UTILITY DISTRICT
53823 Sherritt Lane
Soda Springs, CA 95728

**RE: Request for Proposal
Sugar Bowl Sewer Extension Project Phase 2A
Construction Management and Inspections Services**

Dear Mr. Palmer:

Construction Materials Engineers, Inc. (CME) is pleased to provide this proposal and express our desire in contributing to the successful completion of the Sugar Bowl Sewer Extension Project Phase 2A Project (Project) for the Donner Summit Public Utility District (DSPUD). As members of our community and proud owners of a local company, we are proud to offer our construction management and inspection services to help ensure the success of this important endeavor.

We understand the DSPUD faces budget constraints in the development of this important project. Our company, CME, recognizes the significance of cost efficiency in such projects and is committed to providing top-quality construction management and inspection services without compromising on your financial goals. Our dedicated team has extensive experience in working with projects of varying scales and budgets, and we have a proven track record of helping our clients achieve their objectives while staying within budget.

One of the key advantages we offer is our proximity to the job site. CME is located less than one hour away, and we can offer timely and responsive inspections, reducing any potential delays in the project timeline. Our materials testing subconsultant, NV5, is only 20 minutes away. We understand that adherence to deadlines is critical, and we are committed to playing our part in ensuring that the project progresses smoothly and efficiently.

It is worth noting that our team is trained, certified, and licensed to work in the state of California. This means we are well-versed in the local building codes, regulations, and standards, guaranteeing that our inspections meet all required compliance criteria. Our commitment to upholding the highest industry standards is a testament to our dedication to the safety and quality of our projects.

We believe that our construction management and inspection services can significantly contribute to the success of the project. We are eager to demonstrate in the following proposal how our services, proposed team, client references, and approach to the project meet your specific project needs.

CME can provide the insurance and indemnification required per DSPUD's Professional Service Agreement. We have attached our proof of insurance for your reference.

Mr. Steven Palmer
General Manager
DONNER SUMMIT PUBLIC UTILITY DISTRICT
December 12, 2023
Page 2

Our proposal shall remain valid for 90 calendar days from the proposal submission deadline. For any contact during the Consultant selection phase, please reach out to the following:

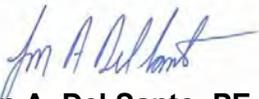
Joseph Mactutis, PE
Proposed Project Manager
300 Sierra Manor Drive, Suite 1
Reno, Nevada 89511
Office: 775-737-7584
Mobile: 775-997-6223
jmactutis@cmenv.com

As the Principal of CME, I am a duly authorized officer to execute the contract and bind the firm to the terms of the proposal. Attached you will have documentation for my signatory authority.

As you will see in our proposal, our goal is to support the DSPUD in completing this Project that will benefit the growth of the community for generations to come. Thank you for considering CME as a valuable partner for your important project. We welcome the opportunity to further discuss how our services can assist in achieving your goals. Please feel free to contact me at your convenience.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



Jon A. Del Santo, PE | CA PE # C72218
CME Principal
jdelsanto@cmenv.com
Direct: 775-737-7564
Mobile: 775-846-4399



Joseph Mactutis, PE | CA PE # C59768
Proposed Project Manager
jmactutis@cmenv.com
Direct: 775-737-7584
Mobile: 775-997-6223

JAD:JM:mg

Attachment: Signatory Authority Letter (Jon Del Santo, CME Principal)
Proof of Insurance





300 Sierra Manor Drive, Suite 1
Reno, NV 89511

December 12, 2023

Mr. Steven Palmer
DONNER SUMMIT PUBLIC UTILITY DISTRICT
53823 Sherritt Lane
Soda Springs, CA 95728

RE: CME SIGNATURE AUTHORIZATION

Dear Mr. Palmer:

The individual below is authorized to sign on behalf of Construction Materials Engineers, Inc. (CME) for all matters relating to the Donner Summit Public Utility District (DSPUD) Sugar Bowl Sewer Extension Phase 2A Project. Please use this documentation as proof of signatory authority.

COMPANY OFFICER

Name: Jon Del Santo **Signature:**  **Title** Principal

Please feel free to reach out if you have any questions or need further information.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



Martin N. Crew, PE
President
mcrew@cmenv.com
Direct: 775-737-7562
Mobile: 775-720-4785

MNC:mg



B. Project Team Information

Your trusted Northern California and Northern Nevada partner, providing technical excellence and proven solutions that are focused on success for our clients and the local community.

For more than four decades, CME, and its predecessors, have served as a respected, professional team focused on a strong commitment to provide accurate, reliable, and responsive construction administration, inspection, materials testing, geotechnical engineering, and related construction services. **CME has the versatility you need, and the local experience that matters.** We provide professional services on projects of all types and sizes including water systems, buildings, and infrastructure projects.

Previously the Reno, Nevada Quality Control Group of Stantec Consulting, CME, Inc. was established in 2009 as an S-Corporation operating as a consultant partnership. The CME leadership partners have worked together for more than 25 years, providing longevity and stability that is unmatched in the local market.

We've chosen to team with NV5's local Truckee Office for any required materials testing. The CME team has worked with NV5 (and their predecessor, Holdrege & Kull) for decades in the Truckee area. Our teaming arrangement is well established and seamless to the project. If needed, CME inspectors are also cross trained in field testing of materials including nuclear density testing.

We offer DSPUD longevity, stability, and reliability.

The CME team has worked together for decades providing continuity and consistency in the projects we deliver to our clients. Our foundational principles of **integrity, client service, and quality** work have propelled CME's growth from a small consulting partnership to a multidisciplinary team of more than 70 employees. Our people make the difference, and we embrace teamwork.

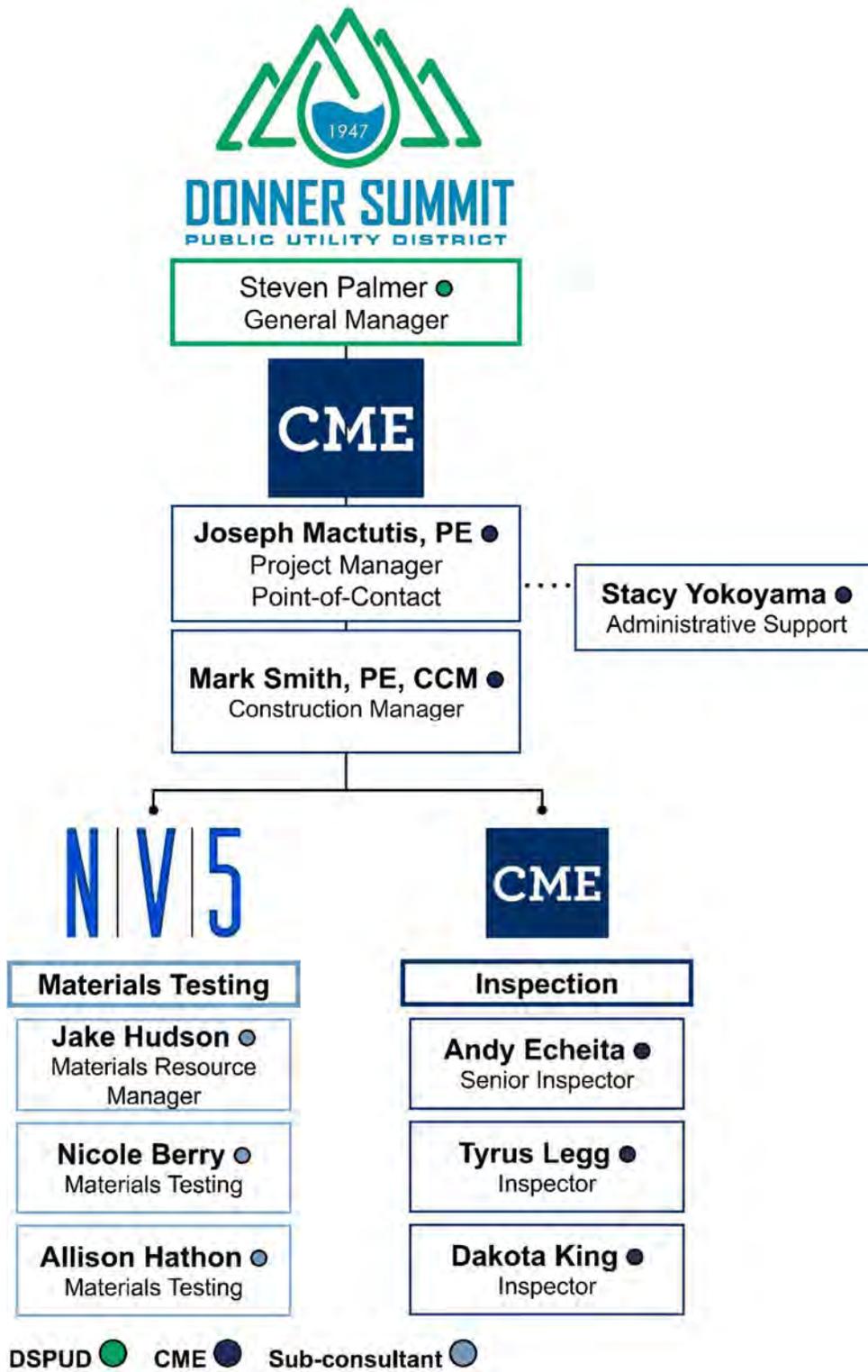
"We appreciate the work as always, great job being flexible."

- Bill Wardell, CCM

*Washoe County Capital Projects Division
Community Services Department*

We focus on serving our clients with professionalism, competence, and the highest degree of ethical standards.

Organizational Chart



CME Personnel

Joe Mactutis, PE | Project Manager | Point-of-Contact



For more than 25 years, Joe has provided project management, resident engineering, design, specifications, and opinions of probable construction cost for a variety of award-winning projects ranging in complexity. His extensive work history makes him extremely familiar with regional construction materials and methods to provide valuable input from project conception to completion.

Mark Smith, PE, CCM | Construction Manager (Alternate Project Manager)



Mark has over 36 years of experience in the pipeline and engineering industry including managing engineering design, inspection, testing, construction, rehabilitation/repair, program and construction management of pipelines, treatment plants, and related facilities. From Resident Project Representative to Program Manager, he has served in multiple leadership and management roles.

Stacy Yokoyama | Administrative Support



Specializing in labor compliance and project documentation, Stacy is focused and organized. With her proficiency in electronic reporting, she is a valuable construction administration team asset. Stacy is well versed in LCP Tracker for certified payroll review and verifying compliance with regulations. Her experience ranges from water/wastewater facilities and airports to roadways and streets.

Sub-consultant - N|V|5 Personnel

John K. "Jake" Hudson, PE, PG, CEG, CPESC | Materials Resource Manager



John K. "Jake" Hudson, PE, PG, CEG, CPESC, was the manager of the NV5 Truckee office for 20 years. Since the beginning of his career in 1989, Mr. Hudson has been involved with thousands of geotechnical engineering, engineering geology, erosion control, and materials testing projects. The majority of his career has been spent working in the Reno and Lake Tahoe regions of Nevada and California. In addition, he has performed geologic and geologic hazards investigations for projects in California, Nevada, and Idaho. He has extensive experience providing construction consultation for residential subdivisions and commercial and municipal projects. Jake has also worked on forensic investigations for residential and commercial developments.

Nicole Berry, PE | Materials Testing



Nicole Berry, P.E., is a civil engineer with experience in geotechnical engineering, groundwater mitigation measures, and construction quality assurance. She joined NV5 in 2018 and has worked as an engineering technician, staff engineer, project engineer, and has been co-managing the Truckee office since 2021. Nicole has six years of experience in geotechnical consulting after having worked as a project engineer for civil engineering companies in California. Nicole has experience with CQA testing of soil and concrete and geotechnical engineering field investigations and report preparation. She has expertise in subsurface drainage mitigation, slope stabilization, liquefaction analysis, micropile foundation design, and rockery retaining wall design. She has written geotechnical engineering reports and managed projects for residential and commercial development, pedestrian trails and bridges, ski resort development, and utility improvements. Her project management experience includes proposal preparation, cost management, client and consultant coordination, deliverable preparation, and project close-out.

Allison Hathon, PE | Materials Testing



Allison K. Hathon, P.E. is a civil engineer with experience in geotechnical analysis, settlement analysis, construction specifications, environmental site assessments, and groundwater mitigation measures. She has been co-managing the Truckee office since 2021 and has been with NV5 (previously Holdrege & Kull) from 2005-2014 and from 2019-current. She has 18 years of experience working on remediation and mitigation of geological hazards, radon and seismic issues, including liquefaction, slope stability, and settlement. Allison has worked on multi-family residential structures and subdivisions, hotels, historic buildings, pedestrian bridges and educational institutions. She has expertise in geoprobe exploration, vibration monitoring, slope stabilization, soil disposal plans, ground improvement, engineering calculations and geotechnical design. She has written geotechnical engineering reports and managed all aspects of projects, from proposals to cost management to reviewing and summarizing documents to client contact.

Additional Staff Qualifications

Deep bench of qualified inspectors, technicians, and testers.

The right people assigned at the right time to be efficient and cost effective.

CME has provided on-call construction inspection and testing services to virtually every agency in the Northern Nevada and the Northern California Eastern Sierra area. With this experience, we understand not only the need to be available within short notice, but also how to best utilize the inspector's time by scheduling projects in the same area when appropriate to reduce costs.

CME anticipates using the services of the key team members listed herein; however, with 50 on staff technicians/inspectors we have the capacity to assign additional personnel if

needed. The key members chosen for this contract have experience working with utility companies, Placer and Nevada County, and other local agencies. They are certified and knowledgeable, helping to verify the success of the DSPUD's project.

Andy Echeita | Senior Project Inspector/Technician



With more than 40 years of experience, Andy has a depth of knowledge in the inspection of roadways, water and sewer infrastructure, and recreational facilities. He served as the Capital Projects Coordinator at the City of Sparks for 35 years. Over the past four summers, Andy has provided inspection services in the Lake Tahoe Basin and Donner Truckee region. Andy's knowledge and expertise of the area and industry brings safety and solutions to his clients' time and time again.

Tyrus Legg | Project Inspector/Technician



Since joining CME in 2016, Tyrus has provided field and laboratory testing as well as construction inspection on projects including airports, utilities, buildings, roadways, and more. He has been responsible for materials sampling, laboratory testing, utility placement inspection, and concrete placement observations and continues to expand his knowledge and experience in the industry.

Dakota King | Project Technician



Dakota is a naturally positive go getter with an enthusiasm to learn. He is efficient when in the lab or in the field and an excellent verbal and written communicator. Dakota's experience includes laboratory and field testing and construction observation. His most recent assignment has been to provide inspection services of utility related construction projects for the Washoe County Community Services Department.



C. Project Understanding and Innovation

Project Understanding

CME understands that the DSPUD desires to retain qualified consulting firms to provide construction management, inspection, and testing services necessary for successful completion of the Sugar Bowl Sewer Extension Project Phase 2A. Phase 2A is one part of a larger project to construct sewer main to serve existing homes and parcels in the East and West Villages in Sugar Bowl. Phase 2A is located in the West Village and consists of 1,200 linear feet of sewer main, including a jack and bore pipe installation underneath a tributary to the Yuba River.

It is our understanding that DSPUD has already retained the design engineer (Auerbach Engineering, Inc.) and the environmental permitting consultant (Dudek) to provide support during construction.

The scope of services includes overall management, inspection, and testing of sewer installation, trench backfill, road rehabilitation, soil stability, earthwork, drainage, and environmental testing. Associated with project inspection tasks, additional tasks will include constructability review, submittal review coordination, RFI response coordination, assistance with public information, utility coordination, documentation management, reviewing quantities, monitoring traffic control, establishing punch lists, and maintaining communications, etc.

Innovation

Key Issues, CME Team Approach and Benefits to the DSPUD

Our approach begins with understanding the key challenges facing the project and developing solutions based on lessons learned from previous projects, understanding of the goals for the project, and knowledge of the unique project constraints. We have identified issues critical to the successful implementation, management and administration of the project which will be incorporated into our overall construction management approach. On the following page, Table 1 Project Challenges and Approach demonstrates our understanding of the project's key issues and our innovative approach to addressing them.

Table 1 - Project Challenges and Approach

PROJECT CHALLENGES	CME TEAM APPROACH
<p>CONSTRUCTION CHALLENGES</p> <ul style="list-style-type: none"> • Encounters with oversize boulders • High groundwater pumping and discharge • Jack and bore challenges 	<ul style="list-style-type: none"> • Inclusion of NV5 on the project CM team provides background history and streamlines response to geotechnical challenges. • Winter snowpack can greatly influence groundwater. Require and review preparation of dewatering plan tailored to this project including trench excavation and jack and bore pit stability • Have upfront discussions and plans for difficult excavation scenarios, including inclusion of rock breaking specialty subcontractors, blasting, etc. • Require and review a jack and bore contingency plan with contractor addressing strategies for equipment malfunctions, unexpected soil/rock conditions, utility conflicts, etc., including triggering actions from CDFW conditions of the Streambed Alteration Plan.
<p>PUBLIC RELATIONS</p> <ul style="list-style-type: none"> • Negative perceptions and adverse public reaction from the surrounding homeowners. • Upset community and neighbors due to unmitigated construction impacts. • Inadequate traffic control through the community. 	<ul style="list-style-type: none"> • Keep the community informed through the public information part of DSPUD website. • Close coordination and seamless integration with District's Public Relations • Active community outreach and communication that quickly addresses concerns. • Establish procedures for traffic control including adjustments as needed
<p>QUALITY CONTROL / QUALITY ASSURANCE</p> <ul style="list-style-type: none"> • Coordinate construction activity and document compliance with project requirements. • Protect existing facilities/utilities from damage. • Improper testing and documentation of piping. 	<ul style="list-style-type: none"> • Pre-construction Bidability/Constructability review of documents focused on QA methods and QC responsibilities. • Provide competent observations, documentation of existing conditions and repair methods during rehabilitation work. • Document testing including uploading all testing and product data to MS Teams project files.
<p>SAFETY</p> <ul style="list-style-type: none"> • Personnel protection from hazards during work and after hours. • Traffic control in residential settings. • Maintain effective detours and traffic circulation for police, fire and public safety officials. • Site specific issues for construction work in confined spaces and deep trenches. 	<ul style="list-style-type: none"> • Participate in daily, documented safety inspections. • Require contractor supervision to perform pre-excavation review for underground utilities and review as-built documents. • Review safety compliance and reporting in weekly progress meetings.
<p>SCHEDULE</p> <ul style="list-style-type: none"> • Delays associated with slow resolution of unexpected site conditions/utility locations. • Late delivery of equipment or material from fabricators and suppliers. 	<ul style="list-style-type: none"> • Require and review 3-week look ahead schedules weekly and during critical path timelines, increase schedule reviews. • Weekly site walks to identify and resolve unexpected conditions.

PROJECT CHALLENGES	CME TEAM APPROACH
<p>CONTROL COSTS</p> <ul style="list-style-type: none"> Increased change orders due to conflicts between the drawings, specifications and constructability. Schedule delays and cost impacts from long review of complicated RFIs and submittals. 	<ul style="list-style-type: none"> Pre-bid bidability/constructability review aimed at optimizing overall bid prices, reducing risk and increasing the probability of success. When construction issues occur, identify alternative work locations to keep the contractor productive.
<p>ENVIRONMENTAL COMPLIANCE</p> <ul style="list-style-type: none"> Adverse public reactions to dusty and/or noisy conditions. Comply with local and Central Valley Regional Water Quality Board regulations. 	<ul style="list-style-type: none"> Limit the handling of earth in the trench, have water trucks spray down to limit dust. Require an erosion control plan prior to initiating ground disturbing activities. Actively walk the project with the contractor to identify and customize the potential runoff points into local sewers and waterways. Restrict all stockpiling of materials on the street. Ensure relationships are maintained with local jurisdiction staff.



D. Work Plan | Scope of Work

We take a proactive approach to assure the final project is constructed in accordance with the plans and specifications.

The CME team has developed plans that support timely completion of project requirements and deliverables based on lessons learned and experience from similar projects. Bringing these tools to the project and using the existing procedures already in place will provide a foundation of project success, supporting compliance with reporting requirements, provide schedule savings, and promote community buy-in.

Work Plan/Scope of Work

Task 1 – Pre-Construction

Our team will begin mobilizing immediately upon award of the contract and notice to proceed. Construction Manager Mark Smith, inspection, and materials testing staff (NV5), will be onsite establishing the framework for the project. In the first 30 days, our team is committed to performing or has already performed the following:

- ✓ Bidability/Constructability Review
- ✓ Value Engineering
- ✓ Bid Assistance – including verification of bidders conformance, identification of irregularities, and recommendation to award
- ✓ Assist with DSPUD Public Relations

Task 2 – Construction Submittals

CME will develop a list of required submittals and shop drawings when developing the a Construction Management Plan (CMP). The log will include the submittal number, description, specification section, date received, date returned and review disposition. Rejected submittals that are resubmitted will maintain the original submittal number noting the revision (i.e., Submittal 1R).

It is imperative that the submittals for long lead items are identified and discussed with the contractor in efforts to not delay construction. The current pandemic and regional economic boom has lengthened lead times on specialty and precast construction items. CME will work with the contractor to identify any items that may be delayed or have extensive lead times and bring them to the DSPUD’s immediate attention.

We will support DSPUD and Design/Environmental Team to ensure submittals and shop drawings are thoroughly reviewed against the project specifications. Should technical reviews be required by project stakeholders they will be routed to the applicable party for review. Once the review is complete, CME will log and distribute the submittal noting disposition.

Task 3 – Construction Observation, Inspection, and Testing

If it isn’t documented, it didn’t happen. Timely documentation is required to complete projects conforming to the approved plans, specifications, authorized changes, and the

District's requirements. Daily inspection reports provide recorded evidence that inspections are made as required by contract documents, provide a basis for acceptance of completed work, and document field conditions and the contractors' performance.

Daily construction reports will document the contractor's daily activities; work completed or in progress; personnel and equipment on site; traffic control; safety and environmental; weather; discussions with contractor; and any issues of non-compliance. They will be clear, concise, and factual, containing only constructive observations. CME's internal quality control program and processes will maintain daily inspection report integrity. CME's daily inspection reports include time and geotagged photos with location and coordinates. This feature is beneficial when needing to recreate or review construction methods and confirm as-built information.

Coordination between inspectors and testers early each day is critical so that team members can be sure their travel to the project site is warranted. The inspectors, in addition to documenting the work performed, must document the materials tests performed, and the results must be acceptable prior to the contractor moving forward. The inspectors must be familiar with the required testing frequencies and constantly communicate with the testing personnel so that materials are not incorporated into the work until they have met specifications. Our team has been cross-trained in testing and inspection which demonstrates our full understanding of the relationship between the two services. We will set up and ensure communication between the inspectors and testers is seamless. When work is being expedited and multiple shifts per day occur, the CME project manager will ensure that all shifts have been updated with the previous shifts activities.

Task 4 – Contract Administration

At project start, we take a proactive approach to assure the final project is constructed in accordance with the plans and specifications. Our construction manager will review the plans, specifications, and testing frequencies for activities prior to work commencing. Upon review, he will have a discussion with the contractor to outline expectations, and timing of inspections and materials testing. In times of non-conformance, an onsite discussion will be held, and the outcome will be documented in the inspector's daily report. A letter of non-conformance will be issued to the project manager if resolution in the field cannot be made.

CME keeps an ongoing punchlist of incomplete or unsatisfactory items throughout construction to keep the project team aware of items on the list to alleviate any surprises at project closeout. This proactive approach minimizes the duration of the final inspection as the team doesn't have to hold an in-depth discussion on items that have been previously identified.

The strength of the CME team is being proactive in anticipating construction difficulties before they occur. It is easier to address small concerns on a regular basis than it is to settle a non-conformance dispute. Most small issues can be addressed through honest, open communication with the field crew. Any deficiency is brought to the immediate attention of the contractor and recorded as a note in the inspector's daily report for follow-up. If corrected in a timely manner, the corrected condition is again noted in the report. If the concern is not corrected in a timely manner, the inspector escalates the issue to the next level and notifies the District. The problem is documented with specific citation from the project specifications supported with reports, conversations, photos, and test data. Project closeout cannot occur until all non-conformance issues have been resolved. Under partnering agreements, the project team follows the escalation ladder for unresolved project

disputes.

CME will utilize Microsoft Teams, or another approved electronic filing system, for document control. Utilizing cloud-based systems allows the entire project team access to inspection and testing reports, meeting agendas and minutes, submittals, submittal log, RFI's, RFI log, as-builts, change orders, change order log, progress payments, weekly quantities, monthly quantities, working day reports, record of payroll reviews, and project correspondence.

Cost Control and Monthly Progress Payments

CME will utilize weekly quantity reports and a detailed spreadsheet to track quantities. Our inspectors will meet with the contractors' foreman weekly to agree upon measurements and items of work completed. These quantities will be entered into the cost control spreadsheet which will be used to review a draft of the contractors' monthly progress payment. Upon approval, CME will transmit the payment application to the DSPUD, with a recommendation to process the payment application during the applicable accounting cycle. Additional logs to track change orders, any potential change orders, and authorized use of contingency (if applicable) will be reviewed during the progress meetings.

While cost control and monthly progress reporting of the construction contract is important, so is monitoring CME's cost. Our fee estimate is based on full-time inspection; however, we understand that we may not need to be onsite full time. Our approach is to only be there when you need us, ensuring hours are available during critical project timeframes and closeout. We will downsize or curtail services at various times during the project on an as-needed basis. CME is proud that we continually return unearned revenue to our clients. We believe that our job is to best represent the DSPUD as part of your team, which includes doing the job when and how you need us and being fiscally responsible.

Contract Modifications and Extra Work, Change Orders, and Claims

Interaction with the contractor begins with maintaining constant communication with the project team, which develops mutual trust. CME has worked with virtually every contractor and has developed successful partnerships on similar projects. Establishing a good relationship with the contractor enables them to be successful, as we work as a team with one shared goal, completing a successful project.

We understand unforeseen conditions and issues exist on nearly every project. Our philosophy is to identify these items early so the project team can look ahead, brainstorm, and develop a mutual gain wherever possible, creating a winning solution for both the DSPUD and the contractor. We will work with the contractor to verbally develop a mutually agreed upon scope, schedule and budget for change order work prior to written notification. Holding face-to-face meetings to negotiate change orders or potential claims prior to written direction is the most successful way to manage contract changes. We will actively listen to the contractor's position to ensure an accurate understanding of the issue before negotiations begin. The DSPUD will never be blindsided by written change orders or claims without prior knowledge, as we take a partnered approach and work with the contractor as a team to resolve changes.

Task 5 – Project Close Out

A project closeout meeting with the project team will be held upon completion to discuss the completion of punchlist, perform and document the final inspection, release of retention, assemble a final report of expenditures, document environmental mitigation commitments,

final payrolls, as-builts, etc.

Prior to issuance of Substantial Completion, CME will schedule a final inspection. All project representatives, including representatives from other agencies will be in attendance.

During closeout our team will finalize as-builts with the contractor to ensure Auerbach has a detailed, accurate, and complete set to be used to develop record drawings. We will be available to field questions or provide clarification related to items noted in the as-builts. If requested, we will cross check the record drawings to the as-builts to ensure all conditions have been captured.

Upon project completion, CME will provide the DSPUD with all project files and folders. Additionally, a final expenditure report that includes a project description; completion date; funding source; allocated and expended funds; final payment to the contractor; other project costs, such as engineering costs and soft costs; and liquidated damages or outstanding claims (if applicable).

Task 6 – Project Management

Meetings

The primary purpose of the preconstruction conference is to thoroughly discuss the contract requirements, operational safety, project main contacts, construction phasing and sequencing, traffic control, quality control (QC) and quality assurance (QA) testing, labor standards requirements, permitting requirements, possible long lead submittals, and other project-specific matters. CME will draft the agenda and compile a list of project stakeholders for the DSPUD's review prior to scheduling the meeting.

Weekly progress meetings will be held to discuss contractor operations, safety, schedule, utilities, permits, traffic control, submittals, RFI's, change orders, public outreach, and any open items from previous meetings or correspondence. If required, upon completion of the weekly progress meeting, we will have an internal meeting/discussion with the DSPUD to address any open items or concerns. All meeting minutes will be delivered to the project team for a review comment period prior to becoming official contract documents.

Accurate and timely schedule updates are critical to properly managing the project schedule ensuring owners and stakeholders are kept informed as needed, required tests and inspections are anticipated and project completion doesn't slide.

Acceptance of the contractors' CMP schedule is a critical first step on the project. Specific review procedures include ensuring the schedule conforms to the contract, and the longest path of work on the schedule is identified as the critical path with other concurrent work showing float. A correct baseline schedule is a valuable asset to the CM team when negotiating requests for extra days. Monthly schedule updates to be submitted by the contractor along with their monthly pay request will be compared against the baseline to ensure the project is on track.

We will request that the contractors' weekly schedule be provided during the progress meeting and is a "3-week look ahead" that identifies work to be completed in the current week, with a projection of work anticipated for the next two weeks.

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We will request that the contractors' weekly schedule be provided during the progress meeting and is a "3-week look ahead" that identifies work to be completed in the current week, with a projection of work anticipated for the next two weeks.



E. Project Schedule

CME has maintained a longstanding reputation of providing services on time and on budget.

CME recognizes that the project schedule will be driven by the contractor's activities. Our role is to support the project to allow the contractor to be efficient, to meet their schedule, and construct the project consistent with the project drawings and specifications. This requires a team effort, and our proposed Construction Manager is important to ensuring that is executed as needed. It requires efficiency and forethought on our part ensuring that our weekly meetings, pre-activity meetings (for jack and bore, paving, concrete pours, etc.), testing results, inspection documentation, progress payments, are not only on time, but forward looking, anticipating possible schedule problems due to construction sequencing, unknown conditions, environmental conditions, weather, traffic control needs, etc.

Project Schedule

CME has provided construction schedule review on numerous projects throughout northeastern California. Because we work regularly with all of our area's contractors and materials suppliers, we offer unique insight into the impacts of items such as special events, weather, local construction methods, manpower resources, equipment resources, and materials supply on construction schedules. Our team understand the process of estimating and adjusting manpower and equipment resources to meet the demands of construction schedules.



Acceptance of the contractors' Construction Management Plan (CMP) schedule is a critical first step in the project. Specific review procedures include ensuring the schedule conforms to the contract, and the longest path of work on the schedule is identified as the critical path with other concurrent work showing float. A correct baseline schedule is an asset to the CM team when negotiating requests for extra days. Monthly schedule updates will be compared against the baseline to ensure the project is on track.

We will request that the contractors' weekly schedule be provided during the progress meeting and is a "3-week look ahead" that identifies work to be completed in the current week, with a projection of work anticipated for the next two weeks.

CME also manages the schedule by coordinating weekly project walks with the owner, designer, and contractor. This partnering approach provides project leadership with an opportunity to review construction progress and have open conversations in a non-formal setting. Special coordination or pre-activity/install meetings that require detailed discussions specific to the activity will be scheduled at least one week in advance.

Regarding managing our own resources, CME's and NV5's proximity to the project allows us to respond to testing and staffing needs within minutes. Unlike many of our competitors, CME offers a large pool of qualified inspectors and testers and has responded to numerous calls within one hour. Currently we work alongside NV5 on numerous roadway and water/wastewater projects in the local area. Our history and ability to work with key team members eliminates the learning curve and will help to provide a successful project.

CME understands the anticipated construction schedule for this project and along with NV5, we understand the importance of providing experienced staff to oversee the project. With an anticipated construction start date of June 3, 2024, we know issues related to climate, environmental conditions, soils, and materials unique to this area. The DSPUD will benefit from our team's in-depth knowledge of design and construction methodologies. We understand the shorter construction duration of this area and our team can provide the resources needed to help complete the project within the anticipated completion date. Based on the anticipated scope of work we believe that this phase will take ten (10) weeks to complete.





F. Level of Effort & Work by Others

Anticipated Level of Effort and Work by Others

Table 2 - Estimate of Hours by Task & Assignment

Project Task	Estimate of Hours		
	CME	NV5	DSPUD
Task 1 – Pre-Construction	40	--	--
Plan & Specification Reviews	20	--	2
Contractor Bid Reviews	10	--	2
Conduct Preconstruction Meeting	20	2	4
Task 2 – Construction Submittals			
Coordinate Submittal Documentation (RFIs, Submittals, Traffic Control Plans, Certified Payroll, etc.)	40	--	4
Maintaining Documentation	30	--	4
Task 3 – Construction Observation, Inspection, and Testing			
Environmental Coordination	90	--	2
Construction Management, Observation, Inspection	450	--	--
Compaction Testing	--	70	--
Task 4 – Contract Administration	60	--	5
Task 5 – Project Close Out	50	--	5
Task 6 – Project Management	80	--	20



G. Relevant Experience and References

Team Qualifications and Applicable Experience

Our team has worked together for years delivering projects for clients throughout Northern California and Northern Nevada. Based on this previous experience as well as their personal relationships and respect for one another, this team will be extremely effective in managing and delivering this project for the DSPUD. We have delivered on-time and within budget projects for clients such as the Town of Truckee, El Dorado County, and Douglas County. We are ready to provide the DSPUD with that same level of commitment and excellence that we are known for.

CME offers a highly qualified, ethical staff of local professional engineers, technicians, and support personnel to provide practical, sustainable solutions and construction recommendations. We understand that every project is unique with different requirements and challenges. Our proposed team has the depth of resources to dispatch field personnel at short notice to avoid project delays. For this construction management and inspection services scope of work, led by Senior Project Manager Joe Mactutis, PE, the following key technical professionals will be used and additional personnel (listed in the org chart in Section B) are available, as needed. Full resumes can be found in **Appendix A**.

The right people for the job



Joe Mactutis, PE

Project Manager

Educations & Qualifications:

MS Civil Engineering, 1997
University of Texas-El Paso
BS Civil Engineering, 1995
University of Texas-El Paso

Professional Engineer, Nevada (#015799)
Professional Engineer, California (#C59768)
Professional Engineer, Washington (#56476)

Project Role & Responsibilities:

- Project Management
- Plan & Specification Review
- Construction Analysis & Consultation
- Sub & Contractor Coordination
- Documentation
- Construction Observation

Previous Experience on Projects Similar to DSPUD's:

- ✓ CA Flap NEV 40(1) Donner Pass Reconstruction (Nevada County)
- ✓ Church Street Extension/Trout Creek Restoration (Town of Truckee)
- ✓ Northstar CSD 2022 Roadway Reconstruction Project (NCSD)



Mark Smith, PE, CCM

Construction Manager | Alternate Project Manager

Educations & Qualifications:

MS Business Organizational Management 1992 University of La Verne

BS Civil Engineering, 1985 University of Nevada, Reno

Professional Engineer, Nevada (#017307)

Professional Engineer, California (#C53656)

Certified Construction Manager (CCM) #3169 Construction Management Association of America

Project Role & Responsibilities:

- Project Management
- Plan & Specification Review
- Construction Analysis & Consultation
- Contractor Bid Reviews
- Preconstruction Meeting
- Sub & Contractor Coordination
- Documentation
- Construction Observation
- DSPUD Recommendations
- Reno-Stead Water Reclamation Facility 2020 Expansion (City of Reno)

Previous Experience on Projects Similar to DSPUD's:

- ✓ Truckee Donner PUD Pioneer Trail Booster Pump Station (TDPUD)
- ✓ Church Street Extension/Trout Creek Restoration (Town of Truckee)
- ✓ Truckee Donner PUD Pioneer Trail Tank #2 (TDPUD)



Stacy Yokoyama

Administrative Support

Educations & Qualifications:

BS Civil Engineering, 2017 University of Nevada, Reno

BS Finance, 2017 University of Nevada-Reno

10-Hour Construction Safety Course, OSHA

Project Role & Responsibilities:

- Certified Payroll
- RFI Tracking
- Document Control
- Meeting Materials

Previous Experience on Projects Similar to DSPUD's:

- ✓ West River Street Streetscape (Town of Truckee)
- ✓ Church Street Extension/Trout Creek Restoration (Town of Truckee)
- ✓ Truckee River Legacy Trail Phase 4A (Town of Truckee)

Unparalleled Experience

We have the qualifications and expertise to comply with federal funding requirements and deliver high quality work with a collaborative approach.

CA Flap NEV 40(1) Donner Pass Reconstruction Placer & Nevada County, CA	
Client Contact:	Mr. Pat Perkins, Nevada County Public Works 950 Maidu Ave., Suite 170, Nevada City, CA 95959 530-265-1712
Time Frame:	05/2020 – 8/2023 Construction Cost: \$8,998,000
CME Services Provided:	Construction inspection, construction observation, field and laboratory testing (mix designs)
CME Project Manager:	Roger Corkill, PE
Key Personnel:	Joe Mactutis, PE and Brent Quilici
<p>Project Description & Location: This project consists of widening Old US40 over Donner Summit to allow for the addition of safer bicycle and pedestrian access. The road rehabilitation and shoulder widening on 6.5 miles of Donner Pass Road improved recreational and sightseeing access, with enhanced parking on the east side of the summit that connects to rock climbing, hiking, and biking amenities, as well as to historic and prehistoric features. Bicycling conditions were improved with bike lanes in both directions on the westbound lane and in the uphill direction on the eastbound lane. Enhanced shoulder pullouts and parking areas were also incorporated. During the winter, the widening provides additional snow storage and improved overall access to winter recreational destinations. CME served as the Nevada County project representative during the federally managed reconstruction of Old US40 over Donner Summit. Prior to construction a CME Project Manager worked with TNT Materials to create the mix design for a shotcrete retaining wall. This retaining wall was sculpted and stained to seamlessly blend in with the existing natural granite. CME documented pre-construction conditions and monitored construction activities to protect the interests of Nevada County. CME also performed asphalt placement and construction observation. At project completion, this road delivered a safer traveling experience, specifically in the winter due to better drainage for melting snow. CME’s contract was delivered under budget, even after many unforeseen challenges and delays.</p>	
<p>Similarities to the DSPUD Project:</p> <ul style="list-style-type: none"> • Experience with High Sierra Soils and Excavation Operations • Experience with Local Materials • Plan and Specification Reviews 	

Truckee Donner Public Utility District (TDPUD) Construction Services Truckee, CA		
Client Contact:	Mr. Neil Kaufman, PE, Tahoe Donner Public Utility District 11570 Donner Pass Road, Truckee, CA 96161 530-582-2950	
Time Frame:	05/2016 – Current	Construction Cost: \$28,000,000
CME Services Provided:	Construction inspection, field and laboratory testing	
CME Project Manager:	Jon Del Santo, PE	
Key Personnel:	Mark Smith, PE, Andy Echeita, Mark Smith, Brent Quilici, Spencer Schweitzer, Steve Vineis, NV5	
<p>CME provides on-call project inspection, materials sampling, and laboratory testing for the Truckee Donner Public Utility District (TDPUD), as required. Construction inspection services have been provided annually from 2016 to present on approximately five to ten miscellaneous projects per construction season, some public and some private. Services and have included inspection of municipal water distribution systems including mains, fittings, valves, laterals, fire hydrants, meter boxes, locator wire, warning tape, and roadway patching after construction (if required). Additionally, CME provides review of approved plans; review of construction standards; participation in preconstruction meetings, field meetings, and final project walk-throughs; coordination with other agencies including Town of Truckee and Truckee Sanitary District, as well as developer-hired testing staff; and other tasks as may be required for each specific task order. Since 2016, CME has provided services for 38 projects, including the Town of Truckee Garages, Truckee Grocery Outlet, Rail Yard Phases 1&2, Truckee Elementary School Waterline, and Trout Creek Recreation center. CME’s approach focuses on early and regular communication with TDPUD’s Water System Engineer to detail project scope and required activities for every new project. Challenges include varying inspection manpower requirements on short notice to support TDPUD. CME assigns personnel and schedules inspectors as necessary, sometimes with as little as 24 hours’ notice, to meet project demands, which may vary on a daily basis from a single part-time inspector to multiple inspectors. CME also coordinates directly with contractors, typically daily, to determine upcoming activities and inspection needs.</p> <p>2023 Project Highlights:</p> <ul style="list-style-type: none"> • Pioneer Trail Booster Pump Station • 6170 Tank #2 • Pioneer Trail Pipeline • 2023 Contract A Pipeline • 2023 Contract B Pipeline 		
Similarities to the DSPUD Project:		
<ul style="list-style-type: none"> • Underground Pipeline Installation • Plan and Specification Reviews • Experience with High Sierra Soils and Excavation Operations • Agency & Contractor Coordination 		

Church Street Extension and Trout Creek Restoration Truckee, CA

Client Contact:	Mr. Scott Mathot, PE, Town of Truckee 10183 Truckee Airport Road, Truckee, CA 96161 530-582-2481		
Time Frame:	05/2022 – Ongoing	Construction Cost:	\$6,649,764
CME Services Provided:	Construction management, inspection, specification compliance, traffic control review, and SWPPP review		
CME Project Manager:	Joe Mactutis, PE		
Key Personnel:	Joe Mamola, Mark Del Soldato, Mark Smith, PE, Andy Echeita, Todd Salemi, Stacy Yokoyama, NV5		

CME is currently providing the Town of Truckee with construction management services on their three largest CIP projects. The Church Street Extension/Trout Creek Restoration is a roadway improvement and creek restoration project in UPRR right of way. The project includes extending a roadway with two travel lanes and a bike path in both directions and incorporating vital drainage improvements, as well as restoration of Trout Creek, which requires dewatering the creek and installing a new rock slope protection. A roundabout will also be construction and roadway modification will be completed. Construction includes sidewalks, curbs, gutters, crosswalks, ADA accessibility, landscaping, lighting, underground utilities, storm drainage improvements, and parking improvements. CME



services include construction management, construction compliance and operations, meetings and coordination, and contract administration. Daily responsibilities include inspection, specification compliance, traffic control review, and SWPPP review. NV5 provided geotechnical engineering services during design and special inspection and materials testing services during construction.

Similarities to the DSPUD Project:

- Construction Management
- Onsite Inspection
- Storm Drainage Improvements
- Underground Utilities

**Northstar Community Services District 2022 Road Reconstruction
Placer County, CA**

Client Project Manager:	Mr. Eric Martin, PE, Northstar Community Services District 900 Northstar Drive, Truckee, CA 96161 530-550-6133		
Time Frame:	02/2022 – 03/2023	Construction Cost:	\$4,300,000
Services Provided:	Construction inspection, field and laboratory testing		
CME Project Manager:	Jon Del Santo, PE		
Key Personnel:	Joe Mactutis, PE, Lincoln Riley, EI, Spencer Schweitzer, Steve Vineis, and Stacy Yokoyama		

This project included complete reconstruction of approximately 3.6 centerline miles (541,585 square feet) of two-lane roadway within the Northstar Community Services District (NCS D). CME performed the geotechnical investigation consisting of a pavement distress survey, site investigation (ten borings), laboratory testing of the existing base and subgrade soils, pavement structural design and development of construction recommendations and technical specifications. The project was constructed in the 2022 construction season and consisted of pulverization and regrading of the existing asphalt concrete, replacement of 74 water valves, replacement of galvanized water lines, paving of 4 inches of asphalt concrete, restoration of surface utilities, and installation of AC dike. CME also performed construction administration services on behalf of the NCS D including providing construction management, onsite inspection, and quality assurance testing of the trench backfill,



subgrade, pulverized aggregate base, and asphalt concrete to ensure all materials met the project specifications. Material and labor shortages resulted in schedule slippage putting adherence to permit days in jeopardy and increased risks of encountering winter weather. CME worked with the Owner and Contractor to find alternate materials sources and phasing modifications to allow timely completion of the project. The sub-phasing required mobilization of additional inspectors to handle concurrent work.

Similarities to the DSPUD Project:

- Construction Management
- Onsite Inspection
- Underground Utility Installation
- Asphalt Pavement Patching and Restoration

APPENDIX A: Resumes



Joseph Mactutis, PE

Project Manager

Education and Training

MS Civil Engineering, 1997
University of Texas-El Paso

BS Civil Engineering, 1995
University of Texas-El Paso

Nevada Department of Transportation
(NDOT) Resident Engineer Training
Academy, 2023

10-Hour Construction Safety Course,
OSHA

Licenses/Registrations

Professional Engineer
Nevada (#015799)

Professional Engineer
California (#C59768)

Professional Engineer
Washington (#56476)

Certifications

Troxler Nuclear Gauge

Affiliations

American Society of Civil Engineers
(ASCE)

American Public Works Association
(APWA)

Introduction

For more than 25 years, Joe has provided project management, resident engineering, design, specifications, and opinions of probable construction cost for a variety of award-winning projects ranging in complexity. His expertise includes construction administration, management of multi-disciplinary teams, and design. Joe's extensive work history makes him extremely familiar with regional construction materials and methods to provide valuable input from project conception to completion.

Relevant Experience

Church Street Extension and Trout Creek Restoration | Truckee, CA

Role: Project Manager. CME is currently providing the Town of Truckee with construction management services on their three largest CIP projects. The Church Street Extension/Trout Creek Restoration is a roadway improvement and creek restoration project in UPRR right of way. The project includes extending a roadway with two travel lanes and a bike path in both directions and incorporating vital drainage improvements, as well as restoration of Trout Creek, which requires dewatering the creek and installing a new rock slope protection. A roundabout will also be constructed, and roadway modification will be completed. Construction includes sidewalks, curbs, gutters, crosswalks, ADA accessibility, landscaping, lighting, underground utilities, storm drainage improvements, and parking improvements. CME services include construction management, construction compliance and operations, meetings and coordination, and contract administration. Daily responsibilities include inspection, specification compliance, traffic control review, and SWPPP review. NV5 provided geotechnical engineering services during design and special inspection and materials testing services during construction.

Lemmon Drive Capacity and Diverging Diamond Interchange, Regional Transportation Commission of Washoe Co. | Reno, NV

Role: Assistant Project Manager. This project widened Lemmon Drive from Sky Vista Pkwy/Buck Dr. to Military Rd. to increase capacity, improve safety and traffic flow, and provided multimodal transportation choices. Additionally, a diverging diamond interchange (DDI) was constructed under the existing bridge and freeway. The work encompassed ancillary items such as signal modifications, new lighting, new signage, shared use path, slope stabilization, drainage modifications and utilities. CME's team provided pre-construction constructability review, verified conformance to project plans and specs, submittal tracking, tracking, and responded to RFIs, reviewed pay and change order requests, and reviewed daily field reports. Provided constructability review after 100% design during the pre-construction phase to identify potential challenges such as protection of the existing subgrade, asphalt thicknesses specified, repair/replacement of the existing portland cement concrete, potential scheduling and phasing issues with seasonal restrictions, and traffic control issues.

CA Flap NEV 40(1) Donner Pass Reconstruction – Nevada County and Placer County, CA

Role: Owner's Representative. CME served as the project representative during the federally managed reconstruction of Old US40 over Donner Summit. This project consists of widening Old US40 over Donner Summit to allow for the addition of safer bicycle and pedestrian access. The road rehabilitation and shoulder widening on 6.5 miles of Donner Pass Road improved recreational and sightseeing access, with enhanced parking on the east side of the summit that connects to rock climbing, hiking, and biking amenities, as well as to historic and prehistoric features. Bicycling conditions were improved with bike lanes in both directions on the westbound lane and in the uphill direction on the eastbound lane. Enhanced shoulder pullouts and parking areas were also incorporated. CME documented pre-construction conditions and monitored construction activities to protect the interests of Nevada County. Joe provided independent monitoring of construction activities including oversight of inspection of MSE walls, concrete pavement crack and seat, grading, and paving operations.

West River Streetscape Improvements, Town of Truckee | Truckee, CA

Role: Owner's Representative. CME is currently providing construction administration and inspection augmentation services for the construction of streetscape improvements on West River Street between Bridge Street and McIver Crossing in Truckee, California including new storm drain, electrical/ communications joint trench conduit installation, lighting, water services, curb/gutter, asphalt pavement, paver sidewalks, street furniture amenities, and landscaping improvements. Joe is providing construction administration services including document control, oversight of the inspection and materials testing activities and coordination with the contractor, utilities, and Town staff.

2022 Road Reconstruction, Northstar Community Services District | Northstar, CA

Role: Resident Engineer. The District reconstructed approximately 3.5 miles of two-lane roadway within the Northstar Community Services District (NCSA). These roadways are primarily used to access the golf course, parking areas, and 240 residences. The project was constructed in the 2022 construction season and consisted of pulverization and regrading of the existing asphalt concrete, replacement of 74 water valves, replacement of galvanized water lines, paving of 4 inches of asphalt concrete, restoration of surface utilities, and installation of AC dike. CME provided construction administration, construction observation, and asphalt testing. Joe provided construction administration including contractor coordination, and managing the inspection, testing, construction observation, documentation, and analysis/consultation of field modifications.

Mark Smith, PE, CCM

Construction Manager/Project Inspector



Education and Training

MS Business Organizational Management 1992
University of La Verne

BS Civil Engineering, 1985
University of Nevada, Reno

Licenses/Registrations

Professional Engineer
Nevada (#017307)

Professional Engineer
California (#C53656)

Certified Construction Manager (CCM - #3169) Construction Management Association of America - Expires 03/19/2026

Affiliations

ASTM International, National, Subcommittee Chair, 2004-2008

American Society of Civil Engineers, National, 2006-Present

American Water Works Association, National, Member, 2006-Present

Construction Management Association of America, Colorado, Owners Night Chair, 2017-2020

Construction Management Association of America, Southern NV, Membership Chair, 2006-2008

Construction Management Association of America, Northern CA, Chairman, 2012-2013

Introduction

Mark has more than 37 years of experience in the pipeline and engineering industry including managing engineering design, inspection, testing, construction, rehabilitation/repair, program management and construction management of pipelines and related facilities. He has a thorough knowledge of design and operation of engineering plant equipment including: heat exchangers, hydraulic plants, pneumatic systems, steam turbines, diesel engines, lube oil systems, pumps (multi-stage centrifugal and positive displacement), valves, water chemistry control, electrical power generation and distribution (AC, DC, busswork, and breakers).

Relevant Experience

Truckee Donner PUD, Truckee, California, District Pipeline Replacement – 2023 Contract A (2023). Resident Engineer. Mr. Smith was the Resident Engineer for this project which included approx. 4,600 LF of 8"-10" water main, approx. 1,300 of water service laterals, 2 pressure reducing valve stations, meter boxes, fire hydrants/laterals and all ancillary items in Truckee, CA.

Truckee Donner PUD, Truckee, California, Pioneer Trail Booster Pump Station (2023). Resident Engineer. Mr. Smith was the Resident Engineer for this project which included a 4 pump booster pump building/station, backup generator, transformer, surge tank and all ancillary items in Truckee, CA.

Truckee Donner PUD, Truckee, California, Pioneer Trail Tank #2 (2023). Resident Engineer. Mr. Smith was the Resident Engineer for this project which included a 1.5 Mgal welded steel storage tank, AC paved tank access and all ancillary items in Truckee, CA.

Town of Truckee, California, Church Street Extension and Trout Creek Restoration (2023). Resident Engineer. Mr. Smith was the Resident Engineer for this project which included Building a Bridge over Trout Creek, a Roundabout at the junction of Church Street and Glenshire Drive and extensions of Roudways in Truckee, CA.

City of Reno, Reno-Stead Water Reclamation Facility, Reno, Nevada, 4 MGD Expansion Project, Construction Management Services. Resident Project Representative. Mr. Smith was the Resident Project Representative for this \$55m project which includes improvements to the Headworks, Biofilters, Blowers and Chemical Facilities as well as New Reactor Basins, Secondary Clarifiers, Scum Pump Station, RAS Pump Station, Filter Feed Pump Station, Tertiary Filters, UV Disinfection and an Effluent Storage Tank with all appurtenances and incidental work in Reno, NV. (2020-2023)

Metropolitan Water Reclamation District, Denver, Colorado, Plant Water Chlorinated Improvements, Construction Services. Resident Project Representative. Mr. Smith was the Resident Project Representative for this project which includes Chemical Feed Improvements, Pump Installation/Replacement and Yard Piping in Denver, CO. (2017-2020)

City of Westminster, Little Dry Creek Interceptor System Repair and Replacement, Construction Services. Project Principal. Mr. Smith was the Project Principal for the project that included potable water and wastewater headings within Westminster, CO. (2018-2019)

District of Columbia, Streetcar Car Barn Training Center, Program Management Consultant. Deputy Project Manager for the closeout of the DC Streetcar Car Barn Training Center which uses modern streetcar vehicles operating on fixed rails in public streets either in mixed traffic or a dedicated lane. Mr. Smith was overseeing the multi-disciplinary team and delivering the project efficiently. The focus was to provide program management for implementation of the locally funded streetcar system to supplement the existing transportation services connecting neighborhoods and key areas in D.C. that include Program Management. This required expertise in: Programming; Planning; Engineering and Construction Operations; Safety planning; Financial planning; Procurement; Legal and Policy Analyses; Strategic and Project Communications; and Public outreach which included leading a team of more than 30 subconsultants to support the DC Streetcar Program implementation. (2016-2017)

City of Omaha, SIFM North Segment and North Gravity Sewer, Construction Management Services. CM Services Program Manager and Resident Project Representative. Mr. Smith was the Resident Project Representative for the North Segment which included a Gravity Sewer and South Interceptor Force Main (SIFM) in Omaha, NE. The project included 2 ea. 103" diameter rock tunnels, a microtunnel and an auger bored crossing. (2015-2016)

City of Omaha, SIFM South & Central Segments and South Gravity Sewer, Construction Management Services. CM Services Program Manager and Resident Project Representative. Mr. Smith was the Resident Project Representative for the Central Segment which included a Gravity Sewer and South Interceptor Force Main (SIFM) in Omaha, NE. The project included 6 ea. trenchless crossings. (2014-2015)

San Francisco Public Utilities Commission - Task Order 5 - Crystal Springs/San Andreas Transmission System Upgrades, San Francisco, CA. Construction Manager, Crystal Springs/San Andreas Transmission System Upgrades - San Francisco Public Utilities Commission, San Francisco, California. Provided construction management and inspection services for \$194 million in improvements to increase the conveyance capacity of the raw water system, and provide increased reliability through seismic upgrades. Improvements were made to the Crystal Springs Outlet Structures No. 1 and 2, 120 mgd Crystal Springs Pumping Station, Crystal Springs/San Andreas Pipeline, and San Andreas Outlet Structures No. 2 and 3. The Crystal Springs/San Andreas Pipeline project included replacement and refurbishment of all appurtenances and lining, repairs to drainages that cross the pipeline alignment, replacement of 1,400 linear feet (LF) of pipe to address seismic hazards, improvements to 800 LF of pipe to provide reliability operation at a higher operating pressure, and sliplining 42-inch-wide high density polyethylene (HDPE) pipe inside the 60-inch-wide brick-lined tunnel. (2011-2013)

Denver Water, Cheesman Dam Upstream Control Project Phase I. Construction Manager. Team was selected to provide CM services for the Cheesman Dam Upstream Control Project. Phase 1A included constructing a new control building along with electrical and control upgrades and improvements. Phase 1B included the underwater construction work for the installation of spools, slide gates and trashracks at all three inlet levels. Improvements at two of the three inlets require the contractor to perform high-risk saturation diving. (2010)

City of Aurora, Aurora Prairie Waters Project - Conveyance System - 3rd Party Construction Management Services. Construction Manager. Mr. Smith was the Construction Manager for the project situated in multiple municipalities stretching from Brighton, CO to the Aurora Reservoir located between the North Campus Aquifer Recharge and Recovery (ARR) facility to the Peter Binney Water Purification Facility. The project consisted of the installation of 34 miles of 60-inch diameter welded steel pipe and three pump stations with all related appurtenances. Three separate contracts were awarded for the pipelines and a fourth contract was awarded for the three pump stations. The total price for the conveyance system installation including mobilization/demobilization, construction, design, program management, construction management & testing is approximately \$250M. (2008-2009)

Clark County Water Reclamation District, Clark County Water Reclamation District (CCWRD) Construction Management Staff Augmentation Services Project, NV. Construction Manager. Mr. Smith provided staff to supplement the CCWRD inspection staff for CCWRDs \$1.4B Capital Improvements Plan (CIP). He supervised three full time staff members assigned to sewer rehabilitation projects as well as one project controls specialist. The work included CIP projects throughout Clark County: new construction, rehabilitation and repair of CCWRD facilities and collections system infrastructure. (2006-2007)

Stacy Yokoyama

Administrative Support

April 16, 2024
Agenda Item: 8C
Attachment 1



Education and Training

BS Civil Engineering, 2017
University of Nevada-Reno

BS Finance, 2017
University of Nevada-Reno

10-Hour Construction Safety Course,
OSHA

Introduction

A team player with a high level of efficiency and organization and four years of contract administration experience, Ms. Yokoyama is ideal for documentation control. Her experience includes attending weekly construction meetings, assembling and distributing required meeting materials, setting up and maintaining project files, preparing weekly and monthly certified payroll reviews using LCP Tracker, subconsultant & internal invoice review, contractor invoice verification, verifying operation and maintenance manuals, warranty documents and other required documents for project closeout, and coordinating activities and tasks with other personnel and the project manager. Her creative nature and love for dogs also make Ms. Yokoyama personable and relatable to a variety of clients.

Relevant Experience

Multiple Construction Management Projects for Town of Truckee – Truckee, CA

CME is currently providing the Town of Truckee with construction management services on their three largest CIP projects. The **Church Street Extension/Trout Creek Restoration** is a roadway improvement and creek restoration project in UPRR right of way. The project includes extending a roadway with two travel lanes and a bike path in both directions and incorporating vital drainage improvements, as well as restoration of Trout Creek, which requires dewatering the creek and installing a new rock slope protection. A roundabout will also be construction and roadway modification will be completed. The **Truckee River Legacy Trail Phase 4A** consists of a Class 1 paved trail to be constructed which will include installation of precast reinforced concrete boxes, soft surface trail resurfacing, trail appurtenances, riprap drainage protection, a prefabricated truss bridge, soil nail wall with timber façade, rockery wall, boulder placement, infiltration trenches and revegetation. Additionally, the project includes the Donner Creek Confluence Restoration, which consists of an access path to Donner Creek from West River Street. Lastly a new 8-inch ductile iron pipe (DIP) waterline will be installed for the TDPUD. The **West River Street** redevelopment will add riverfront access, parking and pedestrian/bicycle access to 0.5 miles of West River Street. Construction include sidewalks, curbs, gutters, crosswalks, ADA accessibility, landscaping, lighting, underground utilities, storm drainage improvements, and parking improvements. Ms. Yokoyama's responsibilities include project setup, document control, assembling required materials for meetings, coordinating onsite progress meetings, preparing and distributing meeting minutes, verifying and preparing change orders, submittal/RFI review and distribution and materials testing coordination. (2022-2024)

Thomas Creek Wellhouse Replacement Project – Construction Admin Services – Reno, NV

The Thomas Creek Wellhouse Replacement Project consists of construction of a new wellhouse building, well and water system equipment and piping, grading, infiltration basin, civil site work, landscaping, utilities, and salvage, decommissioning, and demolition of the existing wellhouse. CME began serving as TMWA Project Representative providing construction administration services for the procurement phase in October 2022. Construction began in May 2023 and CME's services have included construction administration as TMWA Project Representative, IBC special inspections, material testing, and construction observation for all work. In their role as TMWA Project Representative, CME interfaces directly with the contractor and all relevant TMWA staff, County inspectors, and utilities. CME is managing the construction administration submittals, RFIs, and project documentation through TMWA's Procore subscription. Construction is ongoing with completion anticipated in early 2024. Ms. Yokoyama's responsibilities include project setup, document control, assembling required materials for meetings, coordinating onsite progress meetings, preparing and distributing meeting minutes, verifying and preparing construction change directives and change orders, and RFI/submittal management in Procore. (2022-2024)

RTC Oddie/Wells Corridor Improvements Project – Reno/Sparks, NV

North Wells Avenue from East 9th Street to Sutro Avenue and Oddie Boulevard from Sutro Avenue to Pyramid Way will be reconstructed to revitalize the key transportation corridor and provide a multitude of multi-modal improvements. CME provided geotechnical investigation services and is currently providing testing and inspection for the 3.2 miles of roadway, which includes utility improvements, asphalt roadway reconstruction, concrete sidewalk and ADA improvements, concrete retaining walls and sound walls. Ms. Yokoyama is responsible for preparing and distributing meeting minutes and administrative support. (2022-2023)

Terminal Loop Road Construction Management, Inspection and Testing – Reno, NV

The Loop Road project encompasses both the inner and outer travel lanes used for passenger pick-up and drop-off at the Reno Tahoe International Airport. This project will replace failing concrete by reconstructing and repaving the six lanes. It will also improve safety and security and improve the area to fully meet ADA requirements. CME is responsible for construction management, inspection and materials testing. Ms. Yokoyama's responsibilities include project setup, document control, assembling required materials for meetings, coordinating onsite progress meetings, preparing and distributing meeting minutes, preparing change orders, contractor invoice verification and labor standard interview review. (2023-2024)

RNO Ticketing Hall Expansion CMAR – Reno, NV

As a subconsultant, CME is currently the owner's representative and Special Inspection and materials testing firm for the 9,500 square foot expansion of the ticketing hall to enhance passenger wayfinding, queuing, and circulation. The expansion includes structural steel modifications, elevator relocation, fire riser room relocation, upgraded utilities, roof replacement, new restrooms and finishes. CME's scope of work includes conducting owner/architect/contractor progress meetings; submittal review, and response of Requests for Information (RFI); schedule review; progress payment reviews; change order negotiation and acceptance; financial management; 1704 Special Inspection; and materials testing. Ms. Yokoyama is responsible for reporting quality assurance materials testing results to the project team. (2022-2024)

Taxiway B and GA Run-up – Reno, NV

Due to pavement deterioration and service life constraints the Reno Tahoe Airport Authority is reconstructing the pavement on taxiway B. The project consists of the reconstruction of the Portland Cement Concrete Pavement (PCCP) on Taxiway B on either side of Runway 8/26, and an asphalt General Aviation (GA) Runup Area at the north end of Taxiway C. Specific items of work include new taxiway PCCP, asphalt shoulders, edge lighting, pavement markings, elevated signage, and drainage upgrades. CME's services include construction management, inspection and materials testing. Ms. Yokoyama's responsibilities include project setup, document control, assembling required materials for meetings, coordinating onsite progress meetings, preparing and distributing meeting minutes, verifying and preparing change orders, and labor standard interview review. (2023-2024)s



Jake.Hudson@NV5.com
530.587.5156

EDUCATION

B.S. in Civil Engineering, California State University, Sacramento
B.S. in Geology, University of Nevada, Reno

REGISTRATIONS

Professional Engineer, CA No. 50923
Professional Engineer, NV No. 11055
Professional Geologist, CA No. 6922
Certified Engineering Geologist, CA No. 2239
Certified Professional in Erosion and Sediment Control, No. 3848
Qualified SWPPP Developer/ Practitioner, CA No. 1363

EXPERTISE

Fault and geologic hazards evaluations
Geotechnical investigation & design
Slope stability analysis
Retaining & rockery wall design
Construction-phase project management
Materials testing & special inspection

AFFILIATIONS

Geoprofessional Business Association
American Society of Civil Engineers
Association of Environmental and Engineering Geologists
Truckee Tahoe Engineers Association-
Past President

JOHN K. "JAKE" HUDSON, PE, PG, CEG, CPESC Associate Engineer

John K. "Jake" Hudson, PE, PG, CEG, CPESC, was the manager of the NV5 Truckee office for 20 years. Since the beginning of his career in 1989, Mr. Hudson has been involved with thousands of geotechnical engineering, engineering geology, erosion control, and materials testing projects. The majority of his career has been spent working in the Reno and Lake Tahoe regions of Nevada and California. In addition, he has performed geologic and geologic hazards investigations for projects in California, Nevada, and Idaho. He has extensive experience providing construction consultation for residential subdivisions and commercial and municipal projects. Jake has also worked on forensic investigations for residential and commercial developments.

PROJECT EXPERIENCE

HIGHWAY 40 ROCK FALL

NEVADA COUNTY, CA

Associate engineer for rockfall hazard analysis. Worked closely with Nevada County during mitigation analysis and during implementation of rockfall mitigation recommendations. Onsite during rock scaling for documentation and to provide additional geotechnical engineering recommendations as needed.

TRUCKEE RIVER LEGACY TRAIL

TRUCKEE, CA

Project manager providing geotechnical engineering consultation and earthwork observation and materials testing services during construction of the Class I trail for Phases 2, 3A, and 3B. Project elements included pedestrian bridge abutments, rockery wall, retaining wall, and rock slope protection design.

DONNER PASS ROAD REHABILITATION

TRUCKEE, CA

Project manager responsible for overseeing materials testing services during rehabilitation and reconstruction of nearly two miles of arterial roadway. The project involved drainage improvements and reconstruction of concrete sidewalk, and access ramps and driveway aprons at about eight locations. Services included compaction testing during underground utility construction, laboratory testing, and concrete and AC sampling and testing.

WOODWARD TAHOE FREESTYLE TRAINING CENTER

SODA SPRINGS, CA

Project manager of geotechnical engineering, environmental engineering, SWPPP development and monitoring, and earthwork observation and special inspection services for this Boreal Mountain Resort facility. The project involves construction of a 33,000-square-foot pre-fabricated clear-span metal structure with slab-on-grade floors. Other project elements include development of a BMX park, skateboard park, and alpine coaster.

Jake Hudson, PE, Continued

MT. JUDAH RESIDENTIAL PROJECT, SUGAR BOWL SKI RESORT

TRUCKEE, CA

Project manager responsible for the geotechnical engineering, materials testing, and special inspection services for the construction of a four-story, steel-framed condominium building with a reinforced concrete underground parking garage. Services included geotechnical engineering investigation and construction consultation; foundation excavation and earthwork testing and observation; and special inspection of reinforced concrete, fireproofing, epoxy anchors, and structural masonry and structural steel, including field erection, field welding, field bolting, shop welding, and non-destructive (ultrasonic) testing.

HOMEWOOD MOUNTAIN RESORT

LAKE TAHOE, CA

Project manager for the geotechnical investigation of a multi-million-dollar expansion of Homewood Ski Area on Lake Tahoe's west shore and within TRPA's jurisdiction. Work included drilling of borings and exploratory trenches, laboratory testing, and design-level reports.



Nicole.Berry@NV5.com
530.587.5156

EDUCATION

B.S. in Civil Engineering, University of California, Davis

REGISTRATIONS

Professional Engineer, CA No. 88882,
NV No. 029720, UT No. 13417391
Nuclear Density Gauge Operation

EXPERTISE

Geotechnical Investigation & Design
Construction Quality Assurance
Soil Sampling and Classification
Slope Stability Analysis & Design
Groundwater Mitigation Analysis &
Design
Liquefaction Analysis
Rockery Wall Design

AFFILIATIONS

American Society of Civil Engineers
CalGeo

NICOLE BERRY, PE

Project Engineer and Project Manager

Nicole Berry, P.E., is a civil engineer with experience in geotechnical engineering, groundwater mitigation measures, and construction quality assurance. She joined NV5 in 2018 and has worked as an engineering technician, staff engineer, project engineer, and has been co-managing the Truckee office since 2021. Nicole has six years of experience in geotechnical consulting after having worked as a project engineer for civil engineering companies in California. Nicole has experience with CQA testing of soil and concrete and geotechnical engineering field investigations and report preparation. She has expertise in subsurface drainage mitigation, slope stabilization, liquefaction analysis, micropile foundation design, and rockery retaining wall design. She has written geotechnical engineering reports and managed projects for residential and commercial development, pedestrian trails and bridges, ski resort development, and utility improvements. Her project management experience includes proposal preparation, cost management, client and consultant coordination, deliverable preparation, and project close-out.

PROJECT EXPERIENCE

SUGAR BOWL SEWER EXTENTION PHASE 2A

NORDEN, CA

Project engineer responsible for geotechnical analysis and reporting for the project. Performed subsurface investigations consisting of test pits and borings to develop geotechnical engineering recommendations for project design and construction. Our reporting included recommendations for installation of the sewer crossing beneath the Yuba River, to be installed using a jack-and-bore method. Worked with Donner Summit Public Utility District and Sugar Bowl Resort during preparation of our reports.

SUGAR BOWL GONDOLA NORTH SUBDIVISION

NORDEN, CA

Project engineer responsible for geotechnical analysis, drainage analysis, reporting, and CQA for individual lots within the Sugar Bowl Gondola North Subdivision. NV5 (previously Holdrege & Kull) prepared the original geotechnical engineering report for the subdivision.

HOMEWOOD MOUNTAIN RESORT

HOMEWOOD, CA

Project engineer responsible for geotechnical analysis and reporting for the planned development at the Homewood Mountain Resort. Performed analyses for liquefaction potential, slope stability, groundwater and dewatering flow rate, and settlement potential. The project involves proposed cuts up to approximately 40 feet on a project site with varying geologic conditions and near-surface groundwater. Coordination involved working with private clients and consultants, regulatory agencies, and other public entities.

Nicole Berry, PE, Continued

HIGHWAY 40 ROCK FALL

NEVADA COUNTY, CA

Project engineer for rockfall hazard analysis. Worked closely with Nevada County during mitigation analysis and during implementation of rockfall mitigation recommendations. Onsite during rock scaling for documentation and to provide additional geotechnical engineering recommendations as needed.

TRUCKEE RAILYARD CHURCH STREET INFRASTRUCTURE AND PHASE I and II CONSTRUCTION

TRUCKEE, CA

Engineering technician responsible for materials testing for the Truckee Railyard project located in downtown Truckee, California. The Truckee Railyard project includes redevelopment of approximately 30 acres of property formerly used as a railyard and lumber mill. NV5 provided field density testing of utility corridor backfill and structural fill.

COMSTOCK LIFT REPLACEMENT

TRUCKEE, CA

Project engineer responsible for completing the field investigation and report preparation for the Comstock Lift replacement project located at the Northstar Ski Resort in Truckee, California. The project involves removal and replacement of an existing detachable chair lift accessing the top of the Northstar ski area. Recommendations included design criteria for top and bottom terminals and intermediate towers on steep slopes.



Allison.Hathon@NV5.com
530.587.5156

EDUCATION

M.S. Geological Engineering,
University of Nevada Reno
B.S. Civil Engineering, California
Polytechnic State University

REGISTRATIONS

Professional Engineer, Ca No.83162
Osha 40-Hour Hazwoper
Osha 10-Hour Construction
Nuclear Density Gauge Operation
CA Limited Blasters License

EXPERTISE

Geotechnical Investigation & Design
Slope Stability Analysis & Design
Retaining & Rockery Wall Design
Fault & Geologic Hazards Evaluations
Construction-Phase Project
Management
Materials Testing & Special
Inspection

AFFILIATIONS

American Society of Civil Engineers
Association of Environmental &
Engineering Geologists

ALLISON HATHON, PE

Project Manager and Senior Engineer

Allison K. Hathon, P.E. is a civil engineer with experience in geotechnical analysis, settlement analysis, construction specifications, environmental site assessments, and groundwater mitigation measures. She has been co-managing the Truckee office since 2021 and has been with NV5 (previously Holdrege & Kull) from 2005-2014 and from 2019-current. She has 18 years of experience working on remediation and mitigation of geological hazards, radon and seismic issues, including liquefaction, slope stability, and settlement. Allison has worked on multi-family residential structures and subdivisions, hotels, historic buildings, pedestrian bridges and educational institutions. She has expertise in geoprobe exploration, vibration monitoring, slope stabilization, soil disposal plans, ground improvement, engineering calculations and geotechnical design. She has written geotechnical engineering reports and managed all aspects of projects, from proposals to cost management to reviewing and summarizing documents to client contact.

PROJECT EXPERIENCE

SUGAR BOWL SEWER EXTENTION PHASE 2A

NORDEN, CA

Senior engineer during preparation of the geotechnical engineering reports for the project. Oversaw investigations consisting of test pits and borings at the site and provided engineering assistance and review services for the reports. Our reporting included recommendations for installation of the sewer crossing beneath the Yuba River, to be installed using a jack-and-bore method.

NORTHSTAR COMMUNITY SERVICES DISTRICT, MARTIS VALLEY MULTI-PURPOSE TRAIL

PLACER COUNTY, CA

Senior engineer during the construction phase of the various phases of the Class I multi-use trail system that will provide a regional connection between existing trails in the Town of Truckee and trails in the Lake Tahoe Basin. Provided ongoing geotechnical engineering consultation during construction and project management expertise.

PALISADES TAHOE BASE TO BASE GONDOLA PROJECT

PLACER COUNTY, CA

Senior engineer and project manager during the construction phase of the gondola project. The approximately 2-mile long bi-directional gondola connects the Squaw Valley and Alpine Meadows ski resort base areas and involves construction of four gondola terminal structures. Provided ongoing geotechnical engineering consultation during design and construction and project management expertise.

Allison Hathon, PE, Continued

MEADOW VIEW PLACE; SCHAFFER'S MILL WORFORCE HOUSING PROJECT

TRUCKEE/PLACER COUNTY, CA

Senior engineer for geotechnical engineering for the Schaffer's Mill workforce housing project involving construction of residential structures, clubhouse, bridge for the new access road and infrastructure. Provided geotechnical consultation during the design and construction phase. NV5 provided ongoing materials testing and special inspection for the construction phase.

TRUCKEE RIVER LEGACY TRAIL

TRUCKEE, CA

Project manager providing geotechnical engineering consultation and earthwork observation and materials testing services during construction of the Class I trail for Phases 2, 3A, and 3B. Project elements included pedestrian bridge abutments, rockery wall, retaining wall, and rock slope protection design.

SIERRA COLLEGE TRUCKEE CAMPUS

TRUCKEE, CA

Project engineer performing subsurface investigation and preparing geotechnical engineering recommendations for proposed campus improvements. Provided construction observation and testing during micropile installation for pedestrian bridge over Donner Creek and campus construction.



Education and Training

10-Hour Construction Safety Course, OSHA

Certifications

Testing Technician – Sampling & Density, Nevada Alliance for Quality Transportation Construction (NAQTC)

Introduction

With more than 40 years of experience, Andy has a depth of knowledge in the inspection of airports, roadways, water and sewer infrastructure, and recreational facilities. He served as the Capital Projects Coordinator at the City of Sparks for 35 years. Andy's knowledge and expertise of the area and industry brings safety and solutions to his clients' time and time again.

Relevant Experience

580 Edgewood Drive Garage and Caretakers Quarters, Phases 1B, 1C, and Finish 1A – Douglas County, NV

CME has provided numerous services during design and construction of a custom home located at Lake Tahoe. Services for this phase include Special Inspection and materials testing for the garage and caretaker's quarters including aggregate base placement, utility bedding and backfill, grading, concrete placement, concrete reinforcement, asphalt concrete placement, and laboratory testing. Mr. Echeita provided density testing and construction observation. (2016-2019)

RTC Virginia Street RAPID Bus Transit Extension Phases 1 and 2 – Reno, NV (2018-2020)

CME is providing construction inspection and materials testing for planned improvements to the public transportation system in Reno. The CMAR project addresses critical transportation needs including improvements to transit connectivity, efficiency, and timeliness by connecting to UNR, improving safety, correcting ADA sidewalk deficiencies, and improving traffic operations. The project scope includes roadway and bus stop improvements in the Midtown area from Plumb Lane to Liberty Street and complete street improvements and bus service extension on North Virginia from Maple Street and the northern terminus of RTC RAPID. Phase 1 was completed in 2019 and Phase 2 is currently underway. Mr. Echeita performed construction observation in phase 2.

TDPUD 2019 Construction Inspection Services – Truckee, CA

CME provides yearly construction inspection services on an as-needed basis for the Truckee Donner Public Utility District. CME provides inspection of municipal water distribution systems including mains, fittings, valves, laterals, fire hydrants, meter boxes, locator wire, warning tape, and roadway patching after construction (if required). Additionally, CME provides review of approved plans; review of construction standards; participation in preconstruction meetings, field meetings, and final project walk-throughs; coordinate with other agencies including Town of Truckee and Truckee Sanitary District, as well as developer-hired testing staff; and other tasks as may be required for each specific task order. CME has also provided on-call services for this contract for 2016, 2017, and 2018. Mr. Echeita provided construction observation. (2019)

NCSO Highlands View Road and Ridgeline Road Reconstruction – Northstar, CA

CME is providing inspection and testing for the total reconstruction and pavement patching of roadways in the Northstar community of Truckee including Ridgeline Drive, Highlands View Road, and Northstar Drive. Highlands View Road is the main roadway that leads up to the Ritz Carlton and is funded with Placer County Redevelopment fees. The project includes pulverization and reconstruction of 668,376sf of existing asphaltic concrete on Ridgeline and Highlands View and pavement patching of 6,267sf of existing asphaltic concrete on Northstar Drive, as well as restoration of surface utilities, installation of new storm drain facilities, and installation of a new AC dike. The pavement patching program includes 25 locations on Northstar Drive. The project is being funded by developers in Northstar. Mr. Echeita provided construction observation. (2019)

Cave Rock Water System Improvements – GMP3A and GMP3B – Pipeline Construction

CME provided construction administration, construction inspection, and materials testing services for the waterline reconstruction in the Lake Tahoe Basin. Construction administration services included pre-construction services, submittal tracking, distribution and review to conformance to the project documents, conducting weekly progress meetings through Zoom, tracking and responding to all RFIs, professional review of daily field reports and materials testing reports, reviewing and providing recommendations of the contractor's construction schedule, review and acceptance of the contractor's certified payroll including the new apprenticeship program requirements, review of the contractor's monthly progress payment requests, and assistance in change order review and approval. Our services included oversight and inspection of approximately 12,000 lineal feet of 10-inch and 12-inch water pipeline within the Cave Rock Drive and Winding Way area. Materials testing items included earthwork concrete, and asphalt for utility trenching, sitework concrete, and asphalt road restoration. Mr. Echeita is responsible for plan review, construction observation, density testing and materials sampling. (2021-2023)

Cave Rock Drive Pipeline Replacement Project Phase 1 – Douglas County, NV

CME provided construction administration, construction inspection, and material testing services for the first phase of the waterline reconstruction project in the Lake Tahoe Basin. Services included full construction administration services, project management, full-time inspection services, and material testing. Construction Administration services included pre-construction services, submittal tracking, distribution and review to conformance to the project documents, conducting weekly progress meetings through Zoom, tracking and responding to all RFIs, professional review of daily field reports and materials testing reports, reviewing and providing recommendations of the contractor's construction schedule, review and acceptance of the contractor's certified payroll including the new apprenticeship program requirements, review of the contractor's monthly progress payment requests, and assistance in change order review and approval. Our services included oversight and inspection of approximately 3,600 lineal feet of 10-inch and 12-inch water pipeline within Cave Rock Drive and Winding Way. Waterline pipeline construction consisted of all appurtenances including, but not limited to, hot taps, line stops, isolation valves, fire hydrant assemblies, water services within meter pits, a restoration of the lower Cave Rock booster pump station, and asphalt road restoration. Mr. Echeita was a project inspector and provided construction observation, plan submittal review, and project supervision. (2020)

5 Ridges Development – SVGID Water Main Inspection – Sparks, NV

5 Ridges is a master planned community slated to have between 1,200 and 1,800 single family homes, 126 townhouses, multiple parks, and a trail system. The ongoing development stakes claim to one of the largest dirt spreads in the Reno-Sparks area. Nestled in the valley near Highland Ranch Parkway and Pyramid Way, the first group of houses is expected to be completed by 2022. CME is performing inspection services on the Sun Valley General Improvement District's (SVGID's) water main to ensure it can support the incoming development. CME is also performing inspection of the City of Sparks dedicated improvements on Highlands Ranch Pkwy. CME's services include Engineer of Record (EOR), construction inspection, and materials testing of soils, structural concrete reinforcement, structural concrete placement, and asphalt placement. Mr. Echeita was responsible for density testing and construction observation. (2021)



Tyrus Legg

Testing Technician, Project Inspector

Education and Training

AS Science,
Truckee Meadows Community College

10-Hour Construction Safety Course,
OSHA

NDOT AASHTOWare Project Materials
Module Training

NDOT AASHTOWare Project
Documentation Training

Certifications

Concrete Field Testing Technician –
Grade I, American Concrete Institute

Concrete Strength Testing Technician,
American Concrete Institute

Troxler Nuclear Gauge

Testing Technician – Sampling &
Density, Nevada Alliance for Quality
Transportation Construction (NAQTC)

Testing Technician – Aggregates,
NAQTC

Testing Technician – Asphalt, NAQTC

AWP Mobile Inspector Training

AWP Materials Tester Training

Introduction

Since joining CME in 2016, Tyrus has provided field and laboratory testing as well as construction inspection on projects including airports, utilities, buildings, roadways, and more. He has been responsible for materials sampling, laboratory testing, and concrete placement observations and continues to expand his knowledge and experience in the industry.

Relevant Experience

RTC Oddie/Wells Corridor Improvements Project – Reno, NV

North Wells Avenue and Oddie Boulevard will be reconstructed to revitalize the key transportation corridor and provide many multi-modal improvements. CME provided geotechnical investigation services and is currently providing testing and inspection for the 3.2 miles of roadway, which includes utility improvements, asphalt roadway reconstruction, concrete sidewalk and ADA improvements, concrete retaining walls and sound walls. Mr. Legg is providing density testing, AC and concrete placement observation, materials sampling and testing, and construction observation. (2021-present)

STPUD Tahoe Keys Sewer Pump Station Retrofit – South Lake Tahoe, CA

CME provided a design level geotechnical report which included geotechnical exploration and consultation services related to design and construction of the effluent pump station and electrical building improvements for the STPUD Tahoe Keys Sewer Pump Station Retrofit. Primary structural components for this project included of a 12-foot diameter lift station; an isolation valve vault; influent manholes; seismic retrofit of the existing electrical building; plumbing improvements; new generator; and new electrical control equipment. Excavations at the site are complex due to very loose saturated sand at a shallow elevation resulting in substantial caving hazards and potential for liquefaction. CME worked closely with the project design team to develop several engineering alternatives for construction of the project. Mr. Legg assisted the geotechnical team and provided field exploration. (2019)

WCSD O'Brien Middle School Rebuild – Reno/Stead, NV

CME is providing materials testing and IBC Special Inspections for this CMAR project of a new three-story steel building and two masonry wing buildings constructed on the location of the current school's athletic field. The original school will be demolished upon completion of the new structures and new fields will be constructed in the original building footprint location. CME's services include IBC Special Inspections and materials testing of soils, structural concrete reinforcement, structural concrete placement, masonry, structural steel welding and bolting, epoxy bolting, and fireproofing as well as floor flatness/levelness testing after each building slab on grade and elevated slab concrete pour. Mr. Legg is providing density testing. (2020-2022)

WCSD Swope Middle School Addition and Renovation Phase 1 – Reno, NV

CME is providing materials testing and IBC Special Inspections for the remodel and renovation of Swope Middle School, which was originally built in the 1960s. The project will involve three phases between the period of June 2020 to February 2022 and includes two new masonry structures, a new entry structure, existing building renovations, and associated site improvements including underground utilities, concrete, access road construction, parking lot reconstruction, new outside basketball courts, new soccer/track field, and asphalt paving. CME's services include compaction testing and laboratory testing of materials during construction of underground utilities, aggregate base placement, asphalt, and miscellaneous interior site work; materials testing of structural concrete including slump, air content, and concrete compressive strength; IBC Special Inspections of soils, structural concrete reinforcement, structural concrete placement, masonry, structural steel welding and bolting, and epoxy bolting; and floor flatness/levelness testing after each building slab on grade and elevated slab concrete pour. Mr. Legg is providing concrete placement observations and density testing. (2020-2022)

Lemmon Drive Capacity and Diverging Diamond Interchange

This project will widen Lemmon Drive from Sky Vista Pkwy/Buck Dr. to Military Rd. to increase capacity, improve safety and traffic flow, and provide multimodal transportation choices. Additionally, a diverging diamond interchange (DDI) will be constructed under the existing bridge and freeway. The work also encompasses ancillary items such as signal modifications, new lighting, new signage, shared use path, slope stabilization, drainage modifications and utilities. The Regional Transportation Commission (RTC) of Washoe County is in coordination with the City of Reno and Washoe County to carry out this project. As the construction administrator, CME's team is providing pre-construction constructability review, verifying conformance to project plans and specs, submittal tracking, tracking and responding to RFIs, review of pay and change order requests, and review of daily field reports. Subconsultants include HDR (resident engineer), Jacobs (construction surveying), and Taylor Made Solutions (public information officer), and their percentage of the consulting fee is 40%. CME Project Managers, Verdie Legg and Joe Mactutis, provided constructability review after 100% design during the pre-construction phase of this project identifying potential challenges such as protection of the existing subgrade, asphalt thicknesses specified, repair/replacement of the existing portland cement concrete, potential scheduling and phasing issues with seasonal restrictions, and traffic control issues. Mr. Legg provided concrete placement observations and materials sampling. (2021-present)

RTIA Rental Car Ready Return Area Reconfiguration – Reno, NV

CME provided QA testing during the reconfiguration of the existing rental car ready return area located inside the RTIA parking structure. The project consisted of the realignment of existing barrier rails inside the parking structure; removal and replacement of striping, signage, concrete curb and gutter, and rubber speed bumps; PCC pavement; installation of traffic delineators; rental car booth relocations including bollards and ped ramps; electrical and data service updates to the relocated booths; Smarte Carte relocations with new electrical feeds; landscape removal; and irrigation improvements. Mr. Legg provided concrete placement observations. (2019)

Reno-Stead Airport Runway 8-26 Reconstruction – Reno, NV

CME provided Construction Management, contract administration, on-site inspection, and materials testing for the reconstruction of Runway 8-26 at the Reno-Stead Airport. The project included demolition of the existing asphalt pavement and construction of 152,200 sy of hot mix asphalt runway and taxiways including demolition, excavation, subgrade preparation, subbase material, aggregate base, HMA, drainage improvements, pavement markings, airfield electrical including signage, lighting, and visual aids. CME's services included QA materials testing, project inspection, documentation review, QA administration including attending weekly project meetings, preparation of final materials testing report, and PWL calculations. Mr. Legg provided concrete placement observations. (2018)

City of Reno Neighborhood Street Project, Gordon and Marsh Avenue – Reno, NV

CME provided materials testing and project inspection for this 1-1/2 mile neighborhood street rehabilitation. The project involved pulverized roadbed modification and replacement of 13 manholes, 17 catch basins, and over 100 ADA ramps, as well as 800 feet of storm drain, PCC alleyways, and some shallow gas lines that needed to be replaced. Additionally, extensive tree root mitigation was required as the project was within an older area of Reno, which involved protruding tree roots that affected aggregate base placement. Mr. Legg provided concrete placement observations. (2019)



Dakota King

Inspector/Field Testing Technician

Education and Training

BS Geological Engineering, 2022
University of Nevada, Reno

10-Hour Construction Safety Course,
OSHA

Certifications

Troxler Nuclear Gauge

Testing Technician – Sampling &
Density, Nevada Alliance for Quality
Transportation Construction (NAQTC)

Testing Technician – Aggregates
NAQTC

Concrete Field Testing Technician –
Grade I, American Concrete Institute
(ACI)

Introduction

Dakota is a naturally positive go getter with an enthusiasm to learn. He is efficient when in the lab or in the field and an excellent verbal and written communicator. Dakota's experience includes laboratory and field testing and construction observation.

Relevant Experience

Washoe County, Nevada Fiscal Year 2024 Quality Assurance Inspection Services – Reno, NV

Washoe County Community Services Department (Engineering Division) requested assistance in providing inspections of the County's utility related construction projects. Inspection services were needed to assure that all phases of work were in compliance with the project approved plans, specifications and accepted methods of construction. During construction, CME provided inspections of underground utilities, including sewer and reclaim water, pump stations, storage facilities, roads, street cut patches and new developments. We also provided oversight of material and equipment deliveries to project sites and verified conformance to Washoe County project specifications and design standards. This included inspection of soils, manufactured aggregates, structural concrete placement, hot mix asphalt placement and other various materials provided for the construction projects. Mr. King performed inspection services, materials testing and sampling. (2023)

Roadway

RTC Oddie/Wells Corridor Improvements Project – Reno/Sparks, NV

North Wells Avenue from East 9th Street to Sutro Avenue and Oddie Boulevard from Sutro Avenue to Pyramid Way will be reconstructed to revitalize the key transportation corridor and provide a multitude of multi-modal improvements. CME provided geotechnical investigation services and is currently providing testing and inspection for the 3.2 miles of roadway, which includes utility improvements, asphalt roadway reconstruction, concrete sidewalk and ADA improvements, concrete retaining walls and sound walls. Mr. King performed construction observation, concrete placement observation and materials sampling. (2022-2023)

NDOT Crew 904 Augmentation – Fallon

CME is augmenting Crew 904 on two concurrent projects in the Churchill County area. The project on US 95 is a mill and overlay that includes lighting improvements and the installation of a deceleration lane. The project on US 50 includes a portion of roadbed modification, cold milling, and plantmix bituminous surface with open grade placement. CME is teamed with HDR to provide Assistant Resident Engineer services and teamed with Taylor Made Solutions to provide Public Outreach services. CME is also providing inspection and on-site materials testing services. Mr. King performed materials sampling and laboratory testing. (2023)

Education

WCSD O'Brien Middle School Rebuild – Reno/Stead, NV

CME is providing materials testing and IBC Special Inspections for this CMAR project of a new three-story steel building and two masonry wing buildings constructed on the location of the current school's athletic field. The original school will be demolished upon completion of the new structures and new fields will be constructed in the original building footprint location. CME's services include IBC Special Inspections and materials testing of soils, structural concrete reinforcement, structural concrete placement, masonry, structural steel welding and bolting, epoxy bolting, and fireproofing as well as floor flatness/levelness testing after each building slab on grade and elevated slab concrete pour. Mr. King performed materials sampling. (2020-2023)

Structures

UNR Gateway Parking Garage – Reno, NV

The University of Nevada, Reno Gateway Parking Complex project provided much needed parking options on the south end of campus and is the first major structure in the new "Gateway" precinct. The post-tensioned concrete and steel structure is 282,000 square feet, with seven levels and 811 stalls, as well as a pedestrian bridge to extend to the main campus. CME provided IBC special inspection and materials testing for the earthwork, cast-in-place reinforced concrete, pre-cast concrete, post-tensioned concrete, masonry, spray-applied fireproofing, concrete paving, and asphalt. Mr. King performed materials sampling. (2021-2022)

Water/Wastewater

STMWRF 2020 Expansion Project – Reno, NV

CME is providing construction inspection and materials testing as part of the construction management team for the \$75 million South Truckee Meadows Water Reclamation Facility (STMWRF) expansion CMAR project. This facility expansion project will increase capacity from 4.1 MGD to 6.2 MGD and will include new treatment processes for improved effluent quality and additional redundancy and resiliency to ensure State permit requirements are met. CME is providing IBC special inspection and materials testing of soils, reinforced concrete, masonry, and asphalt. Mr. King performed concrete placement observations. (2020-2023)

TMWA Spring Creek Zone Conversion Project – Reno, NV

The Truckee Meadows Water Authority (TMWA) Spring Creek Zone Conversion project included constructing water main interconnections at various locations, constructing approximately 3800 lf of 10", 12", and 24" water mains, installing jack and bore casing pipe, demolition of existing facilities including valves and appurtenances; temporary and permanent asphalt pavement patching, concrete replacement, grading and riprap placement and grout/slurry fill of abandoned water mains. The majority of this project was built in NDOT permitted roadway sections with several areas of the project constructed in City or Sparks, Washoe County and private property right-of-way. CME is providing on-site construction administration services providing utilities installation inspection, material placement inspection, de-commissioning inspection of older mainlines, density testing, grout, concrete and asphalt testing services. (2022-2023)

Recreational Facilities

Golden Eagle Park Athletic Fields 2020 Annual G-Max Testing

CME provided Impact Attenuation Testing, including G-Max and Head Injury Criteria (HIC) values, at the Golden Eagle Regional Park in Sparks. The park includes 15 multi-use playing fields with synthetic turf surfacing utilizing a turf/pile and infill playing surface that works together as one system to produce a safe playing surface. The fields at this regional park are used for baseball, soccer, football, and softball. CME has provided this service at the park annually since 2017 to assist the City of Sparks Parks Department with determining which fields require maintenance. Mr. King performed field exploration. (2023)

AGREEMENT BETWEEN DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND CONSTRUCTION MATERIALS ENGINEERS INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

INTRODUCTION

WHEREAS, Donner Summit Public Utility District (hereinafter referred to as "District") has the need for the PROFESSIONAL services of Construction Materials Engineers Inc. (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District those services and work set forth in **Attachment A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and District laws, ordinances, resolutions, and directions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from April 22, 2024 to December 31, 2024 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees and work described in Attachment B which are performed by Contractor at the District's request.

B. Travel and per diem. District shall not reimburse Contractor for the travel expenses and per diem.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement shall not exceed \$185,816.80 Dollars (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, at achieved milestones, an itemized statement of all hours spent by Contractor in performing services and work described in **Attachment A**, which were done at the District's request. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Upon timely receipt of the statement, the District shall make payment to Contractor within fifteen (15) days.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with District to ensure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. PREVAILING WAGES.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in **Attachment A** to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for other costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

8. DISTRICT PROPERTY.

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the property of the District.

9. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. Donner Summit Public Utility District, its agents, officers, employees, and volunteers shall be named as additional insured, or a waiver of subrogation shall be provided.

10. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

11. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in **Attachment A**, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not as employees of District.

12. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, employees, or volunteers.

13. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

14. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, municipal, and District law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by District

in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

19. CONFIDENTIALITY.

Contractor further agrees to comply with the various provisions of the federal, state, county, and District laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District. Any disclosure of confidential information by Contractor without the District's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

20. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict interest statement if requested by the District. District will notify Contractor, if such a request is made, of Contractor's disclosure category under the conflict of interest laws.

21. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

22. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, county, or District statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. FUNDING LIMITATION.

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

24. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

25. ARBITRATION OF DISPUTES

Any dispute arising between the Contractor and District shall be resolved by binding arbitration in accordance with the rules of JAMS or Code of Civil Procedure §1280, et seq. and in accordance with the following provisions:

The arbitrator shall be empowered to order the losing party in the arbitration to reimburse the prevailing party for all expenses incurred in connection with the arbitration, including without limitation the arbitrator's fees and reasonable attorney fees and costs.

Contractor acknowledges the following regarding arbitration:

- A. The parties are waiving their right to a jury trial and to seek remedies available in court proceedings;
- B. Pre-arbitration discovery is generally more limited than and different from court proceedings;
- C. The arbitrator's award is not required to include factual findings or legal reasoning; and
- D. Any party's right to appeal or to seek modification of the award is strictly limited and that the award is final and binding on the parties.

By signing this Agreement, Contractor acknowledges that such binding arbitration may deprive them of various rights that they otherwise might have in a legal action, including without limitation the right to a jury trial, the right to appeal, and full discovery rights.

26. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

27. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Attn: Steven Palmer
Address: PO Box 610
City, State, Zip Soda Springs, CA 95728

Contractor: Click or tap here to enter text.
Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
City, State, Zip Click or tap here to enter text.

28. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

///

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____th DAY OF _____, 2024.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

APS ENVIRONMENTAL

By: Steven Palmer, General Manager

PRINT NAME

By: _____
PRINT NAME

SIGNATURE

SIGNATURE

Dated: _____

Dated: _____

ATTACHMENT A

**AGREEMENT BETWEEN
DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND CONSTRUCTION MATERIALS ENGINEERS INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: APRIL 22, 2024 TO: DECEMBER 31, 2024

SCOPE OF WORK

The work performed through this contract agreement will be coordinated through. Scope of work will be performed as detailed in the proposal. A summary of tasks is presented below:

Task 1 – Pre-Construction

- Bidability/Constructability Review
- Value Engineering
- Bid Assistance – including verification of bidders conformance, identification of irregularities, and recommendation to award
- Assist with DSPUD Public Relations

Task 2 – Construction Submittals

- Develop a list of required submittals and shop drawings.
- Rejected submittals that are resubmitted will maintain the original submittal number noting the revision (i.e., Submittal 1R).
- Work with the contractor to identify any items that may be delayed or have extensive lead times and bring them to the DSPUD's immediate attention.
- Support DSPUD and Design/Environmental Team to ensure submittals and shop drawings are thoroughly reviewed against the project specifications. Should technical reviews be required by project stakeholders they will be routed to the applicable party for review.
- Log and distribute the submittal noting disposition.

Task 3 – Construction Observation, Inspection, and Testing

- Provide daily observation, inspection, and testing.
- Prepare daily inspection reports.
- Coordinate with inspectors and testers.

Task 4 – Contract Administration

- Review the plans, specifications, and testing frequencies for activities prior to work commencing.
- Discuss with the contractor to outline expectations, and timing of inspections and materials testing. In times of non-conformance, an onsite discussion will be held, and the outcome will be documented in the inspector's daily report. A letter of nonconformance will be issued to the project manager if resolution in the field cannot be made.
- Maintain an ongoing punchlist of incomplete or unsatisfactory items throughout construction.
- Utilize a cloud-based document management system that allows the entire project team access to inspection and testing reports, meeting agendas and minutes, submittals, submittal log, RFI's, RFI log, as-builts, change orders, change order log, progress payments, weekly quantities, monthly quantities, working day reports, record of payroll reviews, and project correspondence.

Cost Control and Monthly Progress Payments

- Utilize weekly quantity reports and a detailed spreadsheet to track quantities.
- Meet with the contractors' foreman weekly to agree upon measurements and items of work completed.
- Review contractors' monthly progress payment and upon approval, transmit the payment application to the DSPUD, with a recommendation.

Contract Modifications and Extra Work, Change Orders, and Claims

- Work with the contractor to verbally develop a mutually agreed upon scope, schedule and budget for change order work prior to written notification.

Task 5 – Project Close Out

- Hold a project closeout meeting with the project team to discuss the completion of punchlist, perform and document the final inspection, release of retention, assemble a final report of expenditures, document environmental mitigation commitments.
- Perform a final inspection prior to issuance of Substantial Completion.
- Finalize as-builts with the contractor.
- Upon project completion, provide the DSPUD with all project files and folders.
- Prepare a final expenditure report that includes a project description; completion date; funding source; allocated and expended funds; final payment to the contractor; other project costs, such as engineering costs and soft costs; and liquidated damages or outstanding claims (if applicable).

Task 6 – Project Management

Meetings

- Coordinate and hold a preconstruction conference to thoroughly discuss the contract requirements, operational safety, project main contacts, construction phasing and sequencing, traffic control, quality control (QC) and quality assurance (QA) testing, labor standards requirements, permitting requirements, possible long lead submittals, and other project-specific matters.
- Coordinate and hold weekly progress meetings to discuss contractor operations, safety, schedule, utilities, permits, traffic control, submittals, RFI's, change orders, public outreach, and any open items from previous meetings or correspondence. All meeting minutes will be delivered to the project team for a review comment period prior to becoming official contract documents.
- Review and comment on the contractors' CMP schedule to ensure it conforms to the contract, and the longest path of work on the schedule is identified as the critical path with other concurrent work showing float.
- Compare contractor monthly schedule updates against the baseline to ensure the project is on track.
- Request that the contractors' weekly schedule be provided during the progress meeting and is a "3-week look ahead" that identifies work to be completed in the current week, with a projection of work anticipated for the next two weeks.

ATTACHMENT B

AGREEMENT BETWEEN
 DONNER SUMMIT PUBLIC UTILITY DISTRICT
 AND CONSTRUCTION MATERIALS ENGINEERS INC.
 FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: APRIL 22, 2024 TO: DECEMBER 31, 2024

SCHEDULE OF FEES

SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A
 CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS TESTING
 12 WEEK SCHEDULE

DONNER SUMMIT PUD		DATE :		2/28/2024	
ACTIVITY	QTY/WEEKS	HRS/WEEK	RATE	TOTAL	
TASK 1 - PRE CONSTRUCTION					1 WEEK
PROFESS. ENGINEER / PROJECT MANAGER	1	10	\$ 205.00	\$ 2,050.00	CONTRACTOR BID REVIEW
CM	1	20	\$ 190.00	\$ 3,800.00	PLANS AND SPECIFICATION REVIEW
CM	1	20	\$ 190.00	\$ 3,800.00	PRE-CONSTRUCTION CONF. AND PREP
					\$ 9,650.00
TASK 2 - CONSTRUCTION SUBMITTALS					12 WEEKS
CM ADMIN SUPPORT	12	3	\$ 100.00	\$ 3,600.00	MAINTAINING DOCUMENTS
CM	12	4	\$ 190.00	\$ 9,120.00	COORDINATION OF DOCUMENTS
					\$ 12,720.00
TASK 3 - CONSTRUCTION OBSERVATION, INSPECTION AND TESTING					12 WEEKS
PROFESS. ENGINEER / PROJECT MANAGER	1	10	\$ 205.00	\$ 2,050.00	
CM ADMIN SUPPORT	12	3	\$ 100.00	\$ 3,600.00	
CM	12	4	\$ 190.00	\$ 9,120.00	
INSPECTOR	12	40	\$ 170.00	\$ 81,600.00	
MATERIAL TESTING TECHNICIAN - CME	12	3	\$ 157.00	\$ 5,652.00	
VEHICLE	564		\$ 15.00	\$ 8,460.00	
LAB COMPACTION CURVES - ASTM D1557	4	1	\$ 262.00	\$ 1,048.00	OBS. AND TESTING
FIELD SOILS AND MATERIALS TESTER	8	4	\$ 137.00	\$ 4,384.00	OBS. AND TESTING
PROJECT ENGINEER	2	1	\$ 189.00	\$ 378.00	REPORT PREP AND PM
CONSTR. SVC. MGR.	2	1	\$ 185.00	\$ 370.00	REPORT PREP AND PM
PROJECT ASSISTANT	2	1	\$ 91.00	\$ 182.00	REPORT PREP AND PM
MILEAGE	8	24	\$ 0.90	\$ 172.80	OBS. AND TESTING
					\$ 117,016.80
TASK 4 - CONTRACT ADMINISTRATION					12 WEEKS
CM ADMIN SUPPORT	12	2	\$ 100.00	\$ 2,400.00	
CM	12	4	\$ 190.00	\$ 9,120.00	
					\$ 11,520.00
TASK 5 - PROJECT CLOSEOUT					2 WEEKS
PROFESS. ENGINEER / PROJECT MANAGER	2	5	\$ 205.00	\$ 410.00	
CM ADMIN SUPPORT	2	10	\$ 100.00	\$ 2,000.00	
CM	2	10	\$ 190.00	\$ 3,800.00	
					\$ 6,210.00
TASK 6 - PROJECT MANAGEMENT					12 WEEKS
PROFESS. ENGINEER / PROJECT MANAGER	12	1	\$ 205.00	\$ 2,460.00	
CM ADMIN SUPPORT	12	2	\$ 100.00	\$ 2,400.00	
CM	12	3	\$ 190.00	\$ 6,840.00	
					\$ 11,700.00
TASK ADD - CONTINGENCY					
10% - ADDITIONAL SCOPE/SCHEDULE	0			\$ 17,000.00	
					\$ 17,000.00
SUB- NVS					
[CM] - CONSTRUCTION MANAGER					

ESTIMATED TOTAL FEE: \$ 185,816.80

ATTACHMENT C

**AGREEMENT BETWEEN
DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND CONSTRUCTION MATERIALS ENGINEERS INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES**

TERM:

FROM: APRIL 22, 2024 to DECEMBER 31, 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel and per diem costs will not be paid for by the District. The District will only pay for items identified in Attachment B – Schedule of Fees

ATTACHMENT D

AGREEMENT BETWEEN
DONNER SUMMIT PUBLIC UTILITY DISTRICT
AND CONSTRUCTION MATERIALS ENGINEERS INC.
FOR THE PROVISION OF PROFESSIONAL SERVICES

TERM:

FROM: APRIL 22, 2024 to DECEMBER 31, 2024

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if Contractor provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions

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

Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

Contractor shall furnish the District with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to District before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

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

RESOLUTION NO. 2024-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CONSTRUCTION MATERIALS ENGINEERS INC. FOR A NOT TO EXCEED AMOUNT OF \$185,816.80 FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A

WHEREAS, the District desires professional services to provide construction management and inspection services for the Sugar Bowl Sewer Extension Project Phase 2A; and

WHEREAS, District staff circulated a request for proposals for this work on November 21, 2023 and received four proposals; and

WHEREAS, District staff reviewed the proposals and determined that Construction Materials Engineers Inc. is the most qualified to perform this work for the District at this time.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the Professional Services Agreement with Construction Materials Engineers Inc. for a not to exceed amount of \$185,816.80 for Construction Management and Inspection Services for the Sugar Bowl Sewer Extension Project Phase 2A is approved.

BE IT FURTHER RESOLVED that the General Manager is authorized to execute the Professional Services Agreement.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 16th day of April 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Dawn Parkhurst
Secretary of the Board

Agenda Item: 8D



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager

SUBJECT: Adopt a Resolution Awarding a Construction Contract to Farr Construction Corporation in the Amount of \$1,594,685 for the Sugar Bowl Sewer Extension Project Phase 2A

RECOMMENDATION

Adopt a resolution awarding a construction contract to Farr Construction Corporation in the amount of \$1,594,685 for the Sugar Bowl Sewer Extension Project Phase 2A.

BACKGROUND

Donner Summit Public Utility District (DSPUD) has been working together with Sugar Bowl for several years regarding extending sewer lines in the Sugar Bowl West and East Villages. The 2009 Placer Local Agency Formation Commission (LAFCO) approval of the subdivisions and annexation required that the homes in the East and West Villages connect to DSPUD sewer within 10 years of annexation. To date eight (8) homes have connected and 48 are on septic. There are two property owners that have contacted DSPUD recently about extending sewer main to serve their properties within the West Village. Both are planned to need sewer connections in 2024.

To provide public sewer to serve these properties, the DSPUD sewer main in Pennyroyal Lane needs to be extended across a tributary to the Yuba River and into the Sugar Bowl West Village. DSPUD does not have a funding source that can be used for sewer main extensions and the benefiting property owners must pay for these improvements. To jumpstart the process to fund, design, and construct the Sugar Bowl Sewer Extension Project, DSPUD and Sugar Bowl Corporation reached an agreement which provided funding for work needed to prepare an assessment for the vote of the property owners, develop construction documents, and obtain required environmental clearance and permits. The agreement was approved by the DSPUD Board at the Board meeting on February 21, 2023.

The entire Sugar Bowl Sewer Extension Project consists of 4,520 linear feet of sewer line that is divided into two phases, the East Village (Phase 1), and the West Village (Phase 2).

To meet the needs of the property owners to be able to connect to public sewer in 2024, a portion of the Project has been separated and accelerated in advance of the rest of the improvements. This portion is referred to as Phase 2A. The Phase 2A portion includes construction of approximately 1,200 linear feet of 6-inch sewer main with direct sewer service to five (5) parcels, and future sewer service to twenty additional parcels in Phase 2B. The portion of the Phase 2A sewer main that crosses a tributary to the Yuba River will be installed by boring to minimize environmental impacts and avoid aquatic resources. Engineering plans and specifications for the Phase 2A portion were approved for advertising for construction bidding by the DSPUD Board that the meeting on November 21, 2023.

DISCUSSION

At the November 21, 2023 Board meeting, there were three outstanding items that needed to be complete before the construction contract can be awarded: obtain sewer easements, obtain resource agency permits, and secure funding. These items have been addressed and the status are summarized below.

1. Sewer Easements

Easements are required from parcels 069-102-025 (Fisher), 069-102-017 (Fisher), 069-320-071 (Sugar Bowl Corporation), and 069-102-023 (Sugar Bowl Corporation) for the construction and maintenance of the proposed sewer. The easements were executed by the property owners and presented to the DSPUD Board as a separate item at today's Board meeting.

2. Resource Agency Permits

Permit application to California Department of Fish and Wildlife was submitted on October 19, 2023. The permit was approved and finalized on February 29, 2024.

3. Funding

All project costs need to be funded by the benefiting property owners and not by existing DSPUD customers. A community facilities district (CFD) is being formed to levy a special tax on the benefiting property owners for the project. Property owner approval is required to form the CFD and that vote is planned for June 2024. If the CFD is approved, then DSPUD can collect pre-paid assessments from the property owners and issue bonds for the balance of the assessment. The bond sale is projected to happen in late summer 2024.

Since the sale of bonds is projected to happen after the project has started construction, the DSPUD General Manager negotiated a funding agreement with two property owners. That agreement is presented for Board approval as a separate item at today's Board meeting. The agreement provides the property owners ten (10) business days to provide the funds for construction. If the funds are not received within that timeline, the General Manager will not issue the notice of award to the contractor.

The Phase 2A Project was advertised for construction bids via the website BidNetDirect on November 28, 2023. The following bids were received on February 13, 2024:

Contractor	Bid Amount
Ruppert Inc.	\$1,555,330.00
Farr Construction Corporation	\$1,594,685.00
FW Carson Co.	\$1,717,872.00
Escheman Construction Company	\$1,976,277.95
Joy Engineering	\$2,070,065.00
Burdick Excavating Co Inc.	\$2,284,650.00

The engineer's construction cost estimate for Phase 2A is \$1,600,000, including a 10% contingency.

The General Manager reviewed the materials submitted by all contractors and determined that the apparent low bidder, Ruppert Inc., did not include some information in their submittal that was

required by the bid documents. Specifically, their bid submittal did not include worker’s compensation insurance information for proposed subcontractor that will provide work valued at 10% or more of the contract price, documentation of the experience modification rating history for Ruppert Inc. and subcontractor(s), and did not provide evidence of authority that the person signing the bid was authorized to sign on behalf of the corporation. These issues were reviewed with DSPUD legal counsel and determined that the missing items make the bid non-responsive. Therefore the General Manager recommends that the Board find the bid from Ruppert Inc. non-responsive and award the construction contract to Farr Construction Corporation in the amount of \$1,594,685.

Additionally, the General Manager requests that the Board authorize the General Manager to approve construction change orders not to exceed a cumulative total of \$159,470 (~10%) of the construction contract amount. This change order authority will allow construction to proceed if change orders are needed to accommodate minor unforeseen field conditions or owner directed changes without risking delay claims from the contractor.

FISCAL IMPACT

The current project cost estimate, including the construction costs for Phase 2A, are summarized below. These costs do not include the construction costs for Phase 2B and Phase 1.

Cost Estimate

Phase	Estimate
Preliminary Engineering (DSPUD Prior Expenditures)	\$ 117,162
Assessment District Formation	\$ 151,504
West Village Construction Documents (2A & 2B)	\$ 136,290
Phase 2A Construction Contract with 10% Contingency	\$1,754,155
Phase 2A Construction Management & Inspection	\$ 185,817
Phase 2A Construction Environmental Observation	\$ 22,405
Phase 2A Construction Engineering Support	\$ 27,009
<i>Total Cost Estimate</i>	<i>\$1,989,386</i>

All project costs need to be funded by the benefiting property owners and not by existing DSPUD customers. Project costs will either be funded by the planned CFD, or the DSPUD Sugar Bowl East and West Village Infrastructure Fee.

CEQA ASSESSMENT

The Initial Study/MND was approved by the Board on October 17, 2023. Mitigation measures are incorporated into the project plans and specifications.

ATTACHMENTS

1. Bid Documents
2. Resolution 2024-10

SECTION C-410

BID FORM

Code	Description	UOM	Comment	Price	Quantity	Total Cost
1	Mobilization and Demobilization	Lump-Sum		77,000.00	1	77,000.00
2	Temporary Erosion Controls/Tree Protection	Lump-Sum		24,700.00	1	24,700.00
3	Tree and Stump Removal	Each		5,200.00	10	52,000.00
4	Saw Cut Pavement	Linear Foot/Feet		22	70	1,540.00
5	Shoring and Worker Safety	Lump-Sum		36,800.00	1	36,800.00
6	Traffic Control	Lump-Sum		26,300.00	1	26,300.00
7	Dewatering (Revocable if not used)	Lump-Sum		45,000.00	1	45,000.00
8	Sewer Gravity Main and Service (6" PVC SDR 35)	Linear Foot/Feet		234	454	106,236.00
9	Sewer Gravity Main (6" DR 25 C900 PVC)	Linear Foot/Feet		259	497	128,723.00
10	Sewer Gravity Main (6" DR 18 C900 PVC)	Linear Foot/Feet		256	242	61,952.00
11	Trench Cut Off Blocks	Each		1,200.00	16	19,200.00
12	4" Sewer Lateral	Linear Foot/Feet		280	110	30,800.00
13	36" Bore and Jack, Casing, and Sewer Gravity Main (6" DR 18 C900 PVC) (Dirt Boring)	Lump-Sum		478,900.00	1	478,900.00
14	Bore and Jack Excavation and Pad Grading	Cubic Yard		287	350	100,450.00
15	Sanitary Sewer Manhole (48" Dia)	Each		22,500.00	12	270,000.00
16	Connection to Existing Sewer Manhole	Each		18,800.00	1	18,800.00
17	Bypass Pumping (Exist Sewer Line)	Lump-Sum		7,000.00	1	7,000.00
18	Double Sewer Cleanout	Each		3,800.00	6	22,800.00
19	Pavement Restoration	Square Foot/Feet		41	564	23,124.00
20	Site Restoration and Revegetation	Lump-Sum		60,100.00	1	60,100.00
21	Rock Excavation (revocable if not used)	Cubic Yard		326	10	3,260.00
						1,594,685.00

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Farr Construction Corporation dba Resource Development Company
1050 Linda Way Sparks, NV 89431

_____ as Principal, hereinafter called the Principal,
and the Old Republic Surety Company

of Bellevue, WA, a corporation duly organized under
the laws of the State of Wisconsin, as Surety, hereinafter called the Surety, are held and firmly bound unto

Donner Summit Public Utility District as Obligee, hereinafter called the Obligee,
in the sum of Ten Percent (10%) of the Total Bid Amount

Dollars (10% Of Total Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
Sugar Bowl Sewer Extension Project Phase 2A

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of February 2024

Heater Baker
Witness

Farr Construction Corporation dba Resource Development Company (Seal)
Principal
Jeff Farr, President
Title

Ala Gungor
Witness

Old Republic Surety Company
By Nicholas A. Fredrickson
Nicholas A. Fredrickson Attorney-in-Fact
CA Lic. No. 6006876



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kallenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadle, Derek D. Sabo, Andrew Kerlake,

Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August 2023.

OLD REPUBLIC SURETY COMPANY

Handwritten signature of Karen J. Haffner, Assistant Secretary



Handwritten signature of Alan Pavlic, President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Handwritten signature of Kathryn R. Pearson, Notary Public

My Commission Expires: September 28, 2026 (Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8820



Signed and sealed at the City of Brookfield, WI this 5th day of February 2024.

Handwritten signature of Karen J. Haffner, Assistant Secretary

ORSC 22262 (3-05)

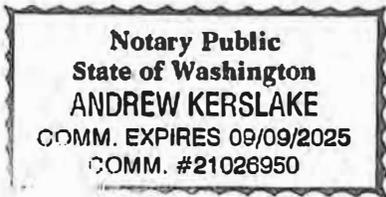
Parker, Smith & Feek Ins LLC

ACKNOWLEDGMENT

State of Washington)
County of King)

On this 5th day of February, 2024, before me, Andrew Kerslake notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Nicholas A. Fredrickson, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Old Republic Surety Company as surety in said instrument, and acknowledged to me that he/she subscribed the name of said corporation thereto as surety, and his/her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC


Commission Expires: September 9, 2025

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Donner Summit Public Utility District, 53823 Sherritt Lane, Soda Springs, California, 95728**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bid*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization / Demolition (5%)	LS	1		
2	Temporary Erosion Controls / Tree Protection	LS	1		
3	Tree and Stump Removal	EA	10		
4	Saw Cut Pavement	LF	70		
5	Shoring and Worker Safety	LS	1		
6	Traffic Control	LS	1		
7	Dewatering (Revocable If Not Used)	LS	1		
8	Sewer Gravity Main and Service (6" PVC SDR 35)	LF	454		

9	Sewer Gravity Main (6" DR 25 C900 PVC)	LF	497		
10	Sewer Gravity Main (6" DR 18 C900 PVC)	LF	242		
11	Trench Cut-Off Blocks	EA	16		
12	4" Sewer Lateral	LF	110		
13	36" Bore and Jack, Casing, and Sewer Gravity Main (6" DR 18 C900 PVC) (Dirt Boring)	LS	1		
14	Bore and Jack Excavation and Pad Grading	CY	350		
15	Sanitary Sewer Manhole (48" Dia)	EA	12		
16	Connection to Existing Sewer Manhole	EA	1		
17	Bypass Pumping (Exist Sewer Line)	LS	1		
18	Double Sewer Cleanout	EA	6		
19	Pavement Restoration	SF	564		
20	Site Restoration and Revegetation	LS	1		
21	Rock Excavation (Revocable if not used)	CY	10		
Total Bid Price					\$

B. Bidder acknowledges that:

1. Each Bid Lump Sum and Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

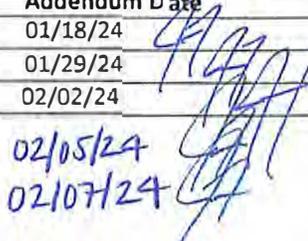
5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	01/18/24
2	01/29/24
3	02/02/24



 02/05/24

 02/10/24

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.



ADDENDUM NO. 1

to the

NOTICE INVITING BIDS

Sugar Bowl Sewer Extension Project Phase 2A

This Addendum forms a part of the Bid Documents and modifies the original Documents as noted below.

1. Pre-Bid Conference is Not Mandatory and Will be Virtual

- a. The "Pre-bid Conference" section of the Notice Inviting Bids is revised as follows:
"A recommended but not mandatory pre-bid conference for the Project will be held on Wednesday, December 13, 2023 at 10:00am by Zoom, at DSPUD Office at 53823 Sherritt Lane, Soda Springs, California 95728. The meeting information is:
Link:

<https://us06web.zoom.us/j/83915514066?pwd=idQ8KsmpDwReaY1PXwCbX7tNvS00tZ.1>

Meeting ID: 839 1551 4066

Passcode: 703025

Phone: (669) 444-9171

~~"Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference."~~

- b. Delete Article 4.01 found on page 3 of the Instructions to Bidders in its' entirety and replace with the following:
"A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid."

12/12/2023

Steven Palmer, PE
General Manager



ADDENDUM NO. 2
to the
NOTICE INVITING BIDS
Sugar Bowl Sewer Extension Project Phase 2A
January 29, 2024

This Addendum forms a part of the Bid Documents and modifies the original Documents as noted below.

- 1. Replace Detail 1 on Sheet CD2 of the Improvement Plans**
 - a. Delete Detail 1 "Typical Sewer Trench (Non-Traffic) on Sheet CD2 of the Improvement Plans and replace with the attached Truckee Sanitary District (TSD) Figure 16 "Typical Sewer Trench (off shoulder)." TSD Figure 16 is to be used whenever Detail 1 on Sheet CD2 is indicated on the Improvement Plans.

- 2. Revise bid acceptance period from 60 days to 90 days.**
 - a. Remove and replace Article 5.01 Bid Acceptance Period of the Bid Form with the following:
"5.01 *Bid Acceptance Period*
A. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner."

- 3. The following is a bidder question and the response.**
 - a. Question:
"Site Restoration - BID ITEM 20
Bid item 20 which calls for site restoration and revegetation. Based on the site photos provided, the existing road is mainly dirt except for the area between MH#3 - MH#8 (Pennyroyal Lane STA 6+28.38 - 10+26.69) which looks to be new base rock. Following construction, the disturbed area between MH#3 - MH#8 will likely need additional base rock and further cleanup. Shall we assume to place additional base rock on this road in this bid item? Per (Section 2.4 MISCELLANEOUS) A. Materials for Site Restoration shall be the same or equal to the materials existing prior to construction. Can the aggregate base spec be clarified? What about all other disturbed roadway areas on Mule Ears Dr and Pennyroyal Lane Sta 1+00.00 to 4+66.3? Shall we carry costs for cleanup and new aggregate base in these areas?"

Addendum No 2
January 29, 2024

Response:

“Restoration of paved and unpaved areas shall be as depicted in the engineering plans, and as described in the various bid documents. For example, the restoration of trench areas is shown on Sheet CD2, Details 1 and 2. A revised Detail 1 on Sheet CD2 is provided as part of this addendum. There is no additional direction regarding site restoration.”



Steven Palmer, PE
General Manager

Attachment: TSD Figure 16 (New Detail 1 – Sheet CD2)

Addendum No 2
January 29, 2024



ADDENDUM NO. 3
to the
NOTICE INVITING BIDS
Sugar Bowl Sewer Extension Project Phase 2A
February 2, 2024

This Addendum forms a part of the Bid Documents and modifies the original Documents as noted below.

- 1. Eliminate Requirement for Financial Statements**
 - a. Delete Article 5 – Financial of Section C-451 Qualifications Statement. Bidder is not required to submit financial statements.

- 2. Eliminate Requirement for Diverse Business Certification**
 - a. Delete Article 3 - Diverse Business Certifications of Section C-451 Qualifications Statement. Bidder is not required to submit diverse business certifications since there are no required certifications.

Steven Palmer, PE
General Manager

Addendum No 3
February 2, 2024



ADDENDUM NO. 4
to the
NOTICE INVITING BIDS
Sugar Bowl Sewer Extension Project Phase 2A
February 5, 2024

This Addendum forms a part of the Bid Documents and modifies the original Documents as noted below.

1. Add Draft Streambed Alteration Agreement

- a. Add the attached Draft Streambed Alteration Agreement as the reference specification identified in Technical Specifications Section 312319-Dewatering, Part 1.3 Reference Specifications Item A, California Department of Fish and Wildlife 1600 Permit.

2. Add Inadvertent Return Monitoring and Mitigation (Frac-Out) Plan

- a. Add the attached Donner Summit Public Utility District Donner Summit Sugar Bowl Sewer Project Inadvertent Return Monitoring and Mitigation (Frac-out) Plan as the reference specification identified in Technical Specifications Section 312319-Dewatering, Part 1.3 Reference Specifications Item B, Donner Summit Public Utility District Donner Summit Sugar Bowl Sewer Project – Inadvertent Return Monitoring and Mitigation (Frac-out) Plan.

Steven Palmer, PE
General Manager

Addendum No 3
February 2, 2024



ADDENDUM NO. 5
NEW BID OPENING DATE AND TIME
to the
NOTICE INVITING BIDS
Sugar Bowl Sewer Extension Project Phase 2A
February 7, 2024

This Addendum forms a part of the Bid Documents and modifies the original Documents as noted below.

1. Revise Technical Specification for Bid Item No. 7: Dewatering

- a. Remove and replace Technical Specifications Section 012900, Part 1.4G Bid Item No. 7: Dewatering (Revocable if Not Used) with the following:

"G. Bid Item No. 7: Dewatering (Revocable if Not Used)

- A. The contract lump sum price paid for DEWATERING shall include full compensation for obtaining all applicable approvals, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in dewatering and disposal of dewatering discharge, including: pumps, pipes, appliances, and all other necessary equipment of sufficient capacity to keep all excavations free from water until the trench is backfilled, as shown on the construction drawings, as specified herein and in Technical Specification 312319, and as directed by the Engineer."

2. Revise Bid Opening Date and Time

- a. The bid opening date and time has been changed to:

Tuesday February 13, 2024 at 2:00PM local time

Steven Palmer, PE
General Manager

Addendum No 5
February 7, 2024

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Farr Construction Corporation dba. Resource Development Company

(typed or printed name of organization)

By:



(individual's signature)

Name:

Jeff Farr

(typed or printed)

Title:

President

(typed or printed)

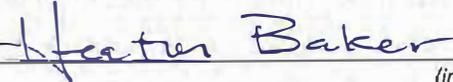
Date:

02/08/24

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Heather Baker

(typed or printed)

Title:

Bid Coordinator

(typed or printed)

Date:

02/08/24

(typed or printed)

Address for giving notices:

1050 Linda Way Sparks, NV 89431

Bidder's Contact:

Name:

Heather Baker

(typed or printed)

Title:

~~Heather Baker~~ **Bid Coordinator**

(typed or printed)

Phone:

775-356-8004

Email:

hbaker@resourcedevelopmentco.com

Address:

1050 Linda Way Sparks, NV 89431

Bidder's Contractor License No.: (if applicable)

1050646

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary for
Commercial Recordings

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Certified Copy

06/25/2021 14:26:56 PM

Work Order Number: W2021062501371 - 1418133
Reference Number: 20211562836
Through Date: 06/25/2021 14:26:56 PM
Corporate Name: FARR CONSTRUCTION CORPORATION

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
00000334560-41	Articles of Incorporation - 08/04/2005	1



Certified By: Electronically Certified
Certificate Number: B202106281785238
You may verify this certificate
online at <http://www.nvsos.gov>

Respectfully,

Handwritten signature of Barbara K. Cegavske in black ink.

BARBARA K. CEGAVSKE
Nevada Secretary of State



DEAN HELLER
 Secretary of State
 206 North Carson Street
 Carson City, Nevada 89701-4299
 (775) 684 5708
 Website: secretaryofstate.biz

Articles of Incorporation
 (PURSUANT TO NRS 78)

Filed in the office of <i>Dean Heller</i>	Document Number 00000334560-41
Dean Heller Secretary of State State of Nevada	Filing Date and Time 08/04/2005 7:59 AM
	Entity Number E0538802005-4

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	<u>Fast Construction Corporation</u>
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where process may be served)</small>	Name <u>Jeff Farr</u>
	Street Address <u>3760 Boulder Ct</u> <u>Reno</u> NEVADA <u>89507</u> City State Zip Code
	Optional Mailing Address _____ City _____ State _____ Zip Code _____
3. Shares: <small>(number of shares corporation authorized to issue)</small>	Number of shares with par value: <u>5,000,000</u> Par value: \$ <u>.001</u> Number of shares without par value: <u>0</u>
4. Names & Addresses of Board of Directors/Trustees: <small>(attach additional page if there is more than 3 directors/trustees)</small>	1. Name <u>Jeff Farr</u>
	Street Address <u>3760 Boulder Ct</u> <u>Reno</u> NV <u>89507</u> City State Zip Code
	2. Name _____
	Street Address _____ City _____ State _____ Zip Code _____
	3. Name _____
	Street Address _____ City _____ State _____ Zip Code _____
5. Purpose: <small>(optional-see instructions)</small>	The purpose of this Corporation shall be: <u>Conduct Legal Business</u>
6. Names, Address and Signature of Incorporator: <small>(attach additional page if there is more than 1 incorporator)</small>	Name <u>Jeff Farr</u> Signature <u>[Signature]</u>
	Address <u>3760 Boulder Ct</u> <u>Reno</u> NV <u>89507</u> City State Zip Code
7. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named corporation.
	Authorized Signature of R.A. or On Behalf of R.A. Company <u>[Signature]</u> Date <u>04 Aug 2005</u>

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form 78 ARTICLES 2003
 Revised on 11/2/03



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **1050646** Entity **CORP**

Business Name **FARR CONSTRUCTION
CORPORATION DBA RESOURCE
DEVELOPMENT COMPANY**

Classification(s) **A C33 C61/D12 B C61/D38**

Expiration Date **02/28/2025**

www.csib.ca.gov



LIST OF SUBCONTRACTORS

NOTE: In accordance with Supplementary Condition SC-7.07.A- the Contractor shall not award work valued at more than fifty percent (50%) of the Contract Price to Subcontractors without prior written approval of the Owner.

Work to be Performed	Percent of Total Contract	Subcontractor's Name Location of Business Contractor License No.	DIR Registration No.
All work but what is listed below.	65%	Farr Construction Corporation dba Resource Development Company 1050 Linda Way Sparks, NV 89431 1050646	1000064750
Jack and bore.	29%	T&D Trenchless Inc. P.O. Box 609 MURRIETA CA 92564 900732	1000033990
Dewatering.	4%	Viking Drillers 5950 GRANITE LAKE DRIVE GRANITE BAY CA 95746 476668	1000002722
Tree work.	2%	Alpen Tree Experts 10221 Schaffer Dr. Truckee, CA 96161 959783	1000735286
NONE.			

(Add additional sheets if necessary)

Farr Construction Corporation dba.
Resource Development Company

BIDDER: _____

Date: 02.13.24



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 900732

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/13/2024 8:36:54 AM

Business Information

T & D SERVICES INC
dba T & D TRENCHLESS

P O BOX 609
MURRIETA, CA 92564
Business Phone Number:(951) 304-1190

Entity Corporation
Issue Date 07/23/2007
Expire Date 07/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.
Bond Number: 30125512
Bond Amount: \$25,000
Effective Date: 11/07/2023
Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual DONALD THOMAS VAN DYKE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/29/2013

Workers' Compensation

This license has workers compensation insurance with the TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
Policy Number:UB6J1D42872326G
Effective Date: 07/01/2023
Expire Date: 07/01/2024
Workers' Compensation History

[Other](#)

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Legal Entity Name
T&D TRENCHLESS

Legal Entity Type
Corporation

Status
Active

Registration Number
1000033990

Registration effective date
07/01/22

Registration expiration date
06/30/24

Mailing Address
PO BOX 609 MURRIETA 92564 CA United States of ...

Physical Address
28071 Diaz Rd Temecula 92590 CA United States of...

Email Address
info@trenchless.biz

Trade Name/DBA
T&D SERVICES INC

License Number (s)
CSLB:A-900732
CSLB:900732

Registration History

Effective Date	Expiration Date
07/09/18	06/30/19
06/21/17	06/30/18
05/16/16	06/30/17
01/11/16	06/30/16
07/01/19	06/30/20
07/06/20	06/30/21
08/04/21	06/30/22
07/01/22	06/30/24

Legal Entity Information

Corporation Entity Number: C3001290

Federal Employment Identification Number: 010626948

President Name: Donald Van Dyke

Vice President Name: NA

Treasurer Name: Dawn Van Dyke

Secretary Name: Dawn Van Dyke

CEO Name: NA

Agency for Service:

Agent of Service Name: T&D Services, Inc.

Agent of Service Mailing Address: PO Box 609 Murrieta 92564 CA United S

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email	192 of 270
---------------------	-----------	-----------	------------

Insured by Carrier
Policy Holder Name:
Insurance Carrier:
Policy Number:
Inception date:
Expiration Date:

T&D SERV
TRANSP
UB6J1042
06/30/22
06/30/23



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 476668

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 707.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database

Data current as of 2/13/2024 8:42:39 AM

Business Information

VIKING DRILLERS INC
 5950 GRANITE LAKE DRIVE
 GRANITE BAY, CA 95746
 Business Phone Number:(916) 742-1500

Entity Corporation
 Issue Date 07/16/1985
 Expire Date 07/31/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ CS7 - WELL DRILLING
- ▶ C-61 / D09 - DRILLING, BLASTING AND OIL FIELD WORK
- ▶ A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 929354916

Bond Amount: \$25,000

Effective Date: 01/01/2023

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual SHERRY LYNN MONTOYA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 11/03/2011

Workers' Compensation

This license has workers compensation insurance with the FEDERAL INSURANCE COMPANY

Policy Number: 54326240

Effective Date: 04/01/2021

Expire Date: 04/01/2024

Workers' Compensation History

Other

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Legal Entity Name

VIKING DRILLERS, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000002722

Registration effective date

07/01/22

Registration expiration date

06/30/25

Mailing Address

5950 GRANITE LAKE DRIVE GRANITE BAY 95746 CA...

Physical Address

5950 GRANITE LAKE DRIVE GRANITE BAY 95746 CA...

Email Address

smontoya@vikingdrillersinc.com

Trade Name/DBA

License Number (s)

CSLB:476668

Registration History

Effective Date	Expiration Date
06/15/18	06/30/19
06/13/17	06/30/18
06/07/16	06/30/17
06/04/15	06/30/16
11/12/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number:

c1147881

Federal Employment Identification Number:

680000693

President Name:

SHERRY MONTOYA

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name:

SHERRY MONTOYA

Agent of Service Mailing Address:

5950 GRANITE LAKE DRIVE GRANITE BA

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

Policy Number:

Inception date:

Expiration Date:

VIKING DI

FEDERAL I

54326240

04/01/22

03/31/23



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 959783

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/13/2024 8:50:40 AM

Business Information

ALPEN TREE EXPERTS
 10221 SCHAFFER DR
 TRUCKEE, CA 96161
 Business Phone Number:(530) 448-1194

Entity Corporation
 Issue Date 04/11/2011
 Reissue Date 06/15/2016
 Expire Date 06/30/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.
 Bond Number: 30012513
 Bond Amount: \$25,000
 Effective Date: 01/01/2023
 Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual RYAN MICHAEL KRAMER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
 Effective Date: 06/15/2016

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
 Policy Number: WSD5065790
 Effective Date: 06/01/2022
 Expire Date: 06/01/2024
 Workers' Compensation History

Contractor Information

Legal Entity Name

Alpen Tree Experts

Legal Entity Type

Corporation

Status

Expired

Registration Number

PW-LR-1000735286

Registration effective date

04/14/21

Registration expiration date

06/30/23

Mailing Address

10221 Schaffer Dr Truckee 96161 CA United States ...

Physical Address

10221 Schaffer Dr Truckee 96161 CA United States ...

Email Address

alpentree@gmail.com

Trade Name/DBA

Alpen Tree Experts

License Number (s)

CSLB:959783

Registration History

Effective Date	Expiration Date
04/14/21	06/30/23
02/13/24	06/30/24

Expired — See following renewal filed by Alpen with CA DIR.

Legal Entity Information

Corporation Entity Number:

C3875162

Federal Employment Identification Number:

811717109

President Name:

Ryan Kramer

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name:

Ryan Kramer

Agent of Service Mailing Address:

10221 Schaffer Dr Truckee 96161 CA Un

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO InformationName	Phone	Email
PEO	PEO	PEO

Insured by Carrier

Policy Holder Name:

Insurance Carrier:

Policy Number:

Inception date:

Expiration Date:

Alpen Tre

State Com

1950771-;

06/01/20

06/01/21



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works
Period: 02/13/2024 06/30/2024

Contractor Information

Contractor Name: Alpen Tree Experts
Trade Name: Alpen Tree Experts
License Type Number: PW-LR-1000735286

Contractor Physical Address

Physical Business Country: United States of America	Physical Business City/ Province: Truckee
Physical Business Address: 10221 Schaffer Dr	Physical Business State: CA
	Physical Business Postal Code: 96161

Contractor Mailing Address

Mailing Country: United States of America	Mailing City /Province: Truckee
Mailing Address: 10221 Schaffer Dr	Mailing State: CA
	Mailing Postal Code: 96161

Contact Info

Daytime Phone:	Daytime Phone Ext.:
Mobile Phone:	Business Email: alpentree@gmail.com
	Applicant's Email: alpentree@gmail.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: Insurance Company of the West
Inception Date: 06/01/2023
Policyholder Name: Alpen Tree Experts
Expiration Date: June 1, 2024
Policy Number: WSD-5065790

Certification

- Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award
 - Yes I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
 - Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.
- I understand refunds are not authorized

I, Ryan M Kramer, the undersigned, am , Alpen Tree Experts with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 10:09 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: Alpen Tree Experts

List of Proposed Material Suppliers

Donner Summit Public Utility District - Sugar Bowl Sewer Extension Project Phase 2A

COMPANY - MATERIAL TYPE - ADDRESS - PHONE

1. Western Nevada Supply – All piping products.
 - 950 S Rock Blvd. Sparks, NV 89431 - 775-355-4455
2. Jensen Precast- All precast concrete.
 - 625 Bergin Way, Sparks, NV 89431 - 775-359-6200
3. Teichert – All aggregate materials.
 - 1475 E. Greg St. Sparks, NV 89431 - 775-786-4773

SECTION C-451
QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Farr Construction Corporation dba. Resource Development Company	
Corporate Office			
Name:	Jeff Farr	Phone number:	775-356-8004
Title:	President	Email address:	jfarr@resourcedevelopmentco.com
Business address of corporate office:		1050 Linda Way Sparks, NV 89431	
Local Office			
Name:	Jeff Farr	Phone number:	775-356-8004
Title:	President	Email address:	jfarr@resourcedevelopmentco.com
Business address of local office:		1050 Linda Way Sparks, NV 89431	

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
	1. N/A		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2005	State in which Business was formed:	NV
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:	Jeff Farr	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:	Christopher Erb	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	A C33 C61/D12 B C61/D38		
Licensing Agency:	Contractors State License Board - Department of Consumer Affairs		
License No:	1050646	Expiration Date:	02/28/24
Name of License:	N/A		
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

Deleted per addendum 3

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Russell Rocha	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
CHST	BCSP	12/31/24
OHST	BCSP	12/31/24

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2022			2021			2020		
	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Farr Construction Corporation dba Resource Development Company	0.69	1.13	176,800	0.69	0.00	125,103	0.91	1.63	122,159
T&D Services, Inc.	0.68	0.00	51,0233	0.63	0.00	37,888	0.62	0	57,150

ARTICLE 5—FINANCIAL

Deleted per addendum 3.

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	
Business address:	
Date of Business’s most recent financial statement:	<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:	<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement	
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)	
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)	



January 3, 2023

Farr Construction Corporation
Resource Development Company
1050 Linda Way
Sparks, NV 89431

Re: Workers Compensation Experience Modification Rate

To Whom It May Concern:

This letter is to confirm that the above referenced insured's Experience Modification Rate for the current and last 4 years are as follows:

Effective 10/08/2022 to 10/08/2023 – Transverse Insurance Company
Policy Number: FOR-WC-000000148-1
Experience Modification Rate: 0.70

Effective 10/08/2021 to 10/08/2022 – Transverse Insurance Company
Policy Number: FOR-WC-000000148-0
Experience Modification Rate: 0.69

Effective 10/08/2020 to 10/08/2021 – Berkley Casualty Company
Policy Number: AMWC269404
Experience Modification Rate: 0.69

Effective 10/08/2019 to 10/08/2020 – Berkley Casualty Company
Policy Number: AMWC269403
Experience Modification Rate: 0.91

Effective 10/08/2018 to 10/08/2019 – American Mining Insurance Company
Policy Number: AMWC269402
Experience Modification Rate: 1.01

Should you have any questions, or if I can be of assistance, please feel free to give me a call.

Sincerely,

Tina Reseck

Tina Reseck
Account Manager
tina.reseck@lpins.net
(775)996-6031

LP Insurance Services, Inc.

300 East 2nd Street Suite 1300 - Reno, Nevada 89501 – ph (775)996-6000 – fax (775) 473-9288

T&D SERVICES INC
(DBA) T&D TRENCHLESS
PO BOX 609
MURRIETA CA 925640-0000

Bureau Number 5-12-60-10-R Page 1 of 1
Effective Date **07/01/2020**
Issue Date 03/03/2020
Experience Modification **62%**
Insurer TRAVELERS PROP CAS CO OF AM
Insurer Group TRAVELERS GRP #2
Policy Number UB6J1042871926G
Issuing Office HARTFORD
Experience Period 10/01/2015 to 10/01/2018

6325 CONDUIT CONSTRUCTION/UNDERGROUND WIRING
8227 CONSTRUCTION/ERECTION PERMANENT YARDS
8810 CLERICAL OFFICE EMPLOYEES

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per \$100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 697 Policy Period : 07/01/2018 to 07/01/2019						
6325	2,263,295	1.39	31,460	0.407	12,804	18,656
8227	297,846	2.02	6,016	0.408	2,455	3,561
8742	63,500	0.16	102	0.472	48	54
8810	44,116	0.11	49	0.516	25	24
Totals	2,668,757		37,627		15,332	22,295

Summary of Claims and Actual Losses

Primary Threshold: 26,000

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals				
	0		0	0

Insurer: 862 Policy Period : 10/27/2017 to 01/15/2018						
6325	27,175	1.39	378	0.407	154	224
Totals	27,175		378		154	224

Totals				
	0		0	0

Insurer: 697 Policy Period : 07/01/2017 to 07/01/2018						
6325	3,270,797	1.39	45,464	0.407	18,504	26,960
8227	453,693	2.02	9,165	0.408	3,739	5,426
8810	100,686	0.11	111	0.516	57	54
Totals	3,825,176		54,740		22,300	32,440

Totals				
	0		0	0

Insurer: 213 Policy Period : 07/01/2016 to 07/01/2017						
6325	2,866,559	1.39	39,845	0.407	16,217	23,628
8227	453,116	2.02	9,153	0.408	3,734	5,419
8810	114,693	0.11	126	0.516	65	61
Totals	3,434,368		49,124		20,016	29,108

E3336460	04	Closed	3,443	3,193
Totals				
	1		3,443	3,193

Experience Period Totals	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
	C 141,869	57,802	B 84,067		1	3,443

$$\left[\frac{A}{3,193} + \frac{B}{84,067} \right] / \frac{C}{141,869} = 62\%$$
 Experience Modification
 Loss-Free Rating: 59%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3-year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less \$250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is \$250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

Rating Procedure

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Workers' Compensation Insurance Rating Bureau of California
1221 Broadway, Suite 900
Oakland, CA 94612
888.229.2472
wcirb.com

Harris Insurance

A Legacy of Quality ServiceSM

Transmitted via email

March 2, 2021

Mr. Tom Van Dyke
T&D Services, Inc.
P.O. Box 609
Murrieta, CA 92564

Re: Workers' Compensation EMR Statement 2021
T&D Services, Inc.

Dear Tom:

The California WCIRB calculated workers' compensation Experience Modification Rating (EMR) for T&D Services, Inc. for the 7-1-2021 to 7-1-2022 policy term has been released at .63. This EMR is final and is not subject to revision. I have enclosed a copy of the Workers' Compensation Experience Rating Form from the WCIRB for your review. Congratulations on this exceptional rating which demonstrates your commitment to safety within your industry.

Please contact me in person should you have any questions or concerns relating to the EMR for T&D Services, Inc. or you may also contact the WCIRB directly at 888-229-2472.

Sincerely,



Chris V. Summers, CIC, CRM
Vice President

Enclosure

T&D SERVICES INC
(DBA) T&D TRENCHLESS
PO BOX 609
MURRIETA CA 92564-0000

Bureau Number 5-12-60-10-R Page 1 of 1
Effective Date **07/01/2021**
Issue Date 03/02/2021
Experience Modification **63%**
Insurer TRAVELERS PROP CAS CO OF AM
Insurer Group TRAVELERS GRP #2
Policy Number UB6J1042872026G
Issuing Office HARTFORD
Experience Period 10/01/2016 to 10/01/2019

6325 CONDUIT CONSTRUCTION/UNDERGROUND WIRING
8227 CONSTRUCTION/ERECTION PERMANENT YARDS
8810 CLERICAL OFFICE EMPLOYEES

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per \$100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
6325	2,481,506	1.42	35,237	0.371	13,073	22,164
8227	299,025	1.88	5,622	0.390	2,193	3,429
8742	60,567	0.17	103	0.440	45	58
8810	40,936	0.12	49	0.488	24	25
Totals	2,882,034		41,011		15,335	25,676

Summary of Claims and Actual Losses

Primary Threshold: 23,500

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals			0	0

Insurer: 697 Policy Period : 07/01/2019 to 07/01/2020

Class Code	Payroll	Expected Loss Rate	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
6325	2,481,506	1.42	35,237	0.371	13,073	22,164
8227	299,025	1.88	5,622	0.390	2,193	3,429
8742	60,567	0.17	103	0.440	45	58
8810	40,936	0.12	49	0.488	24	25
Totals	2,882,034		41,011		15,335	25,676

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals			0	0

Insurer: 697 Policy Period : 07/01/2018 to 07/01/2019

Class Code	Payroll	Expected Loss Rate	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
6325	2,263,295	1.42	32,139	0.371	11,924	20,215
8227	297,846	1.88	5,600	0.390	2,184	3,416
8742	63,500	0.17	108	0.440	48	60
8810	44,116	0.12	53	0.488	26	27
Totals	2,668,757		37,900		14,182	23,718

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals			0	0

Insurer: 862 Policy Period : 10/27/2017 to 01/15/2018

Class Code	Payroll	Expected Loss Rate	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
6325	27,175	1.42	386	0.371	143	243
Totals	27,175		386		143	243

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals			0	0

Insurer: 697 Policy Period : 07/01/2017 to 07/01/2018

Class Code	Payroll	Expected Loss Rate	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
6325	3,270,797	1.42	46,445	0.371	17,231	29,214
8227	453,693	1.88	8,529	0.390	3,326	5,203
8810	100,686	0.12	121	0.488	59	62
Totals	3,825,176		55,095		20,616	34,479

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals			0	0

Experience Period Totals	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
	C 134,392	50,276	B 84,116	0	0	A 0

Actual Primary Losses: $\left[\frac{A}{0} + \frac{B}{84,116} \right] / \left[\frac{C}{134,392} \right] = \mathbf{63\%}$ Experience Modification

Loss-Free Rating: 63%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any

Calculation of Your Experience Modification

This Experience Rating Form provides detailed information about the calculation of your experience modification. Experience rating is a state-mandated merit rating program established in the California Insurance Code. The specific rules and guidelines are contained in the *California Workers' Compensation Experience Rating Plan—1995* (Experience Rating Plan). The primary purpose of experience rating is to reduce workplace injuries by providing a direct financial incentive for workplace safety. To accomplish this goal, the experience rating system compares an employer's history of claims against others in its industry that are of similar size. This comparison based on an employer's own claim history is used in determining the premium the employer pays.

Experience rating uses past experience to forecast future losses. An increase in an experience modification is not intended to collect additional premium to recoup the cost of claims that were filed in past years. Rather, it uses an individual employer's loss history as a predictor of what might be expected in the future. An employer that is experience rated will have an experience modification, which is expressed as a percentage on the bottom of this Experience Rating Form. An experience modification below 100% reflects better than the industry average claim history while an experience modification over 100% reflects worse than the industry average claim history. Insurers must apply the issued experience modification in their premium computation, but can also apply other debits and credits to determine the final premium to be charged.

Data Used for Experience Rating and the Experience Period

With few exceptions, the payrolls and losses arising from all policies incepting within the experience period as reported by the insurer are used in the calculation of your experience modification.

The experience period is defined in the Experience Rating Plan as a 3-year time period that commences 4 years and 9 months prior and terminates 1 year and 9 months prior to the date for which an experience modification is to be established. The actual experience period used to calculate this experience modification is shown in the heading of the Experience Rating Form.

About the Experience Rating Form

This form shows the payrolls for each applicable classification and the claims reported by the insurer and used in the experience modification calculation. This data is reported to the WCIRB in accordance with the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (Reporting Plan).

The Experience Rating Form is divided into four main sections: Heading, Summary of Payroll and Expected Losses, Summary of Claims and Actual Losses, and Rating Procedure.

Heading

Your company name, address and other business names that are included on your insurance policy are captured from the policy information page. This section also includes the date the experience modification is effective and the date the Experience Rating Form was issued to the insurer. If a previously published experience modification was revised, the rerate number and reason are included in this section.

Summary of Payroll and Expected Losses

This section reflects the payrolls reported by the insurer for each applicable classification. The payrolls shown reflect audited payrolls, which result from the final audits conducted by the insurer. The expected losses for each classification are derived from the reported payrolls for that classification and the corresponding expected loss rate approved by the California Insurance Commissioner. Your expected excess losses are the portion of the expected losses that is, on average, above the primary threshold (see Summary of Claims and Actual Losses) that applies to your business. Your expected losses and expected excess losses are used to calculate your experience modification.

Summary of Claims and Actual Losses

This section reflects the losses on claims reported by the insurer for each policy included in the experience period.

The actual loss shown for each reported claim represents the total incurred loss value of the claim. This includes the actual loss amount paid and, for claims that were open when the loss information was provided, a loss amount reserved by the insurer for future expected loss payments. (Loss adjustment expenses are not included.) The loss amounts generally reflect the insurer's most recently reported valuation of the incurred loss value as required pursuant to the Reporting Plan prior to the effective date of the experience modification.

The actual primary loss shown for each claim is the dollar amount of the actual loss of each claim that is used in the experience modification calculation. For most claims, it is the loss amount of each claim up to your primary threshold less \$250. (Your primary threshold is shown on the top line of this section and is based on the size of your business as measured by your total expected losses.) If the actual loss of the claim is \$250 or less, it is not used in the experience modification calculation. Your actual primary losses are used to calculate your experience modification.

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Find Out More

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Oakland, CA 94612
888.229.2472
wclrb.com

Harris Insurance

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Transmitted via email

July 6, 2022

Mr. Tom Van Dyke
T&D Services, Inc.
P.O. Box 609
Murrieta, CA 92564

Re: Workers' Compensation EMR Statement 2022
T&D Services, Inc.

Dear Tom:

The California WCIRB calculated workers' compensation Experience Modification Rating (EMR) for T&D Services, Inc. for the 7-1-2022 to 7-1-2023 policy term has been released at .68. This EMR is final and is not subject to revision. I have enclosed a copy of the Workers' Compensation Experience Rating Form from the WCIRB for your review. Congratulations on this exceptional rating which demonstrates your commitment to safety within your industry.

Please contact me in person should you have any questions or concerns relating to the EMR for T&D Services, Inc. or you may also contact the WCIRB directly at 888-229-2472.

Sincerely,



Chris V. Summers, CIC, CRM
Vice President

Enclosure

T&D SERVICES INC
(DBA) T&D TRENCHLESS
PO BOX 609
MURRIETA CA 92564-0000

Bureau Number 5-12-60-10-R Page 1 of 1
Effective Date 07/01/2022
Issue Date 03/02/2022
Experience Modification 68%
Insurer TRAVELERS PROP CAS CO OF AM
Insurer Group TRAVELERS GRP #2
Policy Number UB6J1042872126G
Issuing Office HARTFORD
Experience Period 10/01/2017 to 10/01/2020

6325 CONDUIT CONSTRUCTION/UNDERGROUND WIRING
8227 CONSTRUCTION/ERECTION PERMANENT YARDS
8810 CLERICAL OFFICE EMPLOYEES

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per \$100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 697 Policy Period : 07/01/2020 to 07/01/2021						
6325	1,434,716	1.23	17,647	0.318	5,612	12,035
8227	195,772	1.49	2,917	0.339	989	1,928
8742	73,310	0.14	103	0.377	39	64
8810	50,444	0.11	55	0.423	23	32
Totals	1,754,242		20,722		6,663	14,059

Summary of Claims and Actual Losses

Primary Threshold: 19,000

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Insurer: 697 Policy Period : 07/01/2020 to 07/01/2021				
Totals	0		0	0

Insurer: 697 Policy Period : 07/01/2019 to 07/01/2020

6325	2,481,506	1.23	30,523	0.318	9,706	20,817
8227	299,025	1.49	4,455	0.339	1,510	2,945
8742	60,567	0.14	85	0.377	32	53
8810	40,936	0.11	45	0.423	19	26
Totals	2,882,034		35,108		11,267	23,841

Totals	0		0	0

Insurer: 697 Policy Period : 07/01/2018 to 07/01/2019

6325	2,263,295	1.23	27,839	0.318	8,853	18,986
8227	297,846	1.49	4,438	0.339	1,504	2,934
8742	63,500	0.14	89	0.377	34	55
8810	44,116	0.11	49	0.423	21	28
Totals	2,668,757		32,415		10,412	22,003

Totals	0		0	0

Insurer: 862 Policy Period : 10/27/2017 to 01/15/2018

6325	27,175	1.23	334	0.318	106	228
Totals	27,175		334		106	228

Totals	0		0	0

Experience Period Totals	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
	C 88,579	B 28,448	A 60,131		0	0

$$\left[\frac{0}{88,579} + \frac{60,131}{88,579} \right] / \frac{60,131}{88,579} = 68\%$$
 Experience Modification

Loss-Free Rating: 68%

Calculation of Your Experience Modification

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Workers' Compensation Insurance Rating Bureau of California
1901 Harrison Street, 17th Floor
Oakland, CA 94612
888.229.2472
wcirb.com

ARTICLE 6—SURETY INFORMATION

- 6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Old Republic Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	California		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	445 South Moorland Road, Suite 200 Brookfield, WI 53005		
	503-972-8112		
Physical Address (principal place of business):	Parker, Smith, & Feek		
	200 SW Market Street, Suite 750, Portland, OR 97201		
Phone (main):	503-416-6885	Phone (claims):	503-972-8112

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	LP Insurance Services, LLC		
Insurance Provider	Type of Policy (Coverage Provided)		
Homesite Ins Company of Florida/California	Commercial Gen. Liability		
Redwood Fire & Causality Ins. Company	Automobile Liability		
Navigators Ins. Company	Umbrella Liability		
Transverse Ins. Company / Mt. Hawley Ins Company	Workers Comp and Employers Liability / Pollution Liability		
Are providers licensed or authorized to issue policies in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Does provider have an A.M. Best Rating of A-VII or better?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	LP Insurance Services, LLC		
	300 E. 2nd St., Suite 1300 Reno, NV 89501		
Physical Address (principal place of business):	Same as above.		
Phone (main):	775-996-6031	Phone (claims):	775-996-6031

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	137
Estimate of revenue for the current year:	\$67,000,000
Estimate of revenue for the previous year:	\$30,000,000

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 16			
As a general contractor:	53	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. ~~Diverse Business Certifications if required by Paragraph 3.01.~~ Deleted per addendum 3.
- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. ~~Financial statements as required by Paragraph 5.01.~~ Deleted per addendum 3.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Farr Construction Corporation dba. Resource Development Company
(typed or printed name of organization)

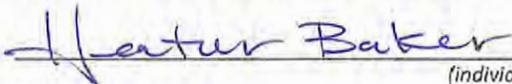
By: 
(individual's signature)

Name: Jeff Farr
(typed or printed)

Title: President
(typed or printed)

Date: 02/08/24
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Heather Baker
(typed or printed)

Title: Bid Coordinator
(typed or printed)

Address for giving notices:
1050 Linda Way Sparks, NV 89431

Designated Representative:

Name: Jeff Farr
(typed or printed)

Title: President
(typed or printed)

Address: 1050 Linda Way Sparks, NV 89431

Phone: 775-356-8004

Email: jfarr@resourcedevelopmentco.com

Schedule A—Current Projects

Name of Organization	Farr Construction Corporation dba. Resource Development Company				
Project Owner	Truckee Meadows Water Authority - TMWA	Project Name	2023-24 Tank Improvement		
General Description of Project	Improvements to four existing welded steel potable water tanks in the TMWA distribution system				
Project Cost	\$6,142,200	Date Project	09/23/23		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Borjana Savic	Jeff McKovich	Russell Rocha	Borjana Savic	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Steve Volk	Manager	TMWA	(775) 834-8024	svolk@tmwa.com
Designer	Joel Bellin	Engineer	HDR	(775) 337-4761	joel.bellin@hdrinc.com
Construction Manager					

Project Owner	Farr West/Dowl		Project Name	TRI GID Reservoir Process Water Plant	
General Description of Project	installation of approximately 950 feet of above and below ground pipe and electrical improvements				
Project Cost	\$868,015	Date Project	1/17/24		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Garrett Queen	Jeff McKovich	Russell Rocha	Garrett Queen	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Sheri Whalen	Manager	TRI GID	(775) 636-6126	swhalen@tri-gid.org
Designer	Chuck Reno	Engineer	Dowl	(775) 853-7264	CReno@DOWL.com
Construction Manager					

Project Owner	Toll Brothers		Project Name	Quilici 1A Water Storage Tank	
General Description of Project	Bid Item 2.3 Demo Tank Only and Bid Item 2.10 Repair Storage Tank Modifications.				
Project Cost	\$2,209,618	Date Project	09/22/23		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Borjana Savic	Jeff McKovich	Russell Rocha	Borjana Savic	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Julie Wong	Owner	Toll Brothers	(775)786-3310	jwong1@tollbrothers.com
Designer	Steve Brigman	Engineer	Shaw Engineering	(775)329-5559	steve@shawengineering.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Farr Construction Corporation dba. Resource Development Company				
Project Owner	Kingsbury Grade Improvement District (KGID)	Project Name	2023 Water and Road Improvement Project		
General Description of Project	Replace 3,800 linear feet of water main, pressure reducing assembly, micro-surface restoration, replace roadway and concrete hardscape.				
Project Cost	\$2,314,136	Date Project	6/12/2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Borjana Savic	Jeff McKovich	Russell Rocha	Borjana Savic	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Mitch Dion	General Manager	KGID	(775) 588-3548	Mitch@kgid.org
Designer	Mathew Van Dyne	Engineer	DOWL	(775) 851-4788	MVanDyne@dowl.com
Construction Manager					

Project Owner	City of Reno		Project Name	Edison Way & University Lift Station	
General Description of Project	Bypass pumping, demo, new wetwells, valve vaults, electrical, piping, flow meters, force main, system tie-in with gravity manholes, trenching, paving, new water service, electrical service upgrades, SCADA				
Project Cost	\$3,912,546	Date Project	8/5/2022		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Garrett Queen	Jeff McKovich	Russell Rocha	Garrett Queen	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Eric Miller	Civil Engineer	City of Reno	(775) 433-343	millerere@reno.gov
Designer	Marc Belanger	Engineer	Shaw Engineering	(775) 329-5559	mbelanger@shawengineering
Construction Manager					

Project Owner	Storey County		Project Name	Virginia City Hillside Tanks	
General Description of Project	replacement of two potable water storage tanks and the construction of approximately 1,400 linear feet of 12-inch PVC C-900 water main. Approximately 3,000 cubic yards of earthwork.				
Project Cost	\$2,128,149	Date Project	6/1/2021		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Matthew Kelsey	Jeff McKovich	Russell Rocha	Matthew Kelsey	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Jason Wierzbicki	Manager	Storey County	(775) 847 0958	jwierzbicki@storeycounty.org
Designer	Keith Karpsteink	Engineer	Farr West Engineering	(775) 851-4788	karpstein@dowl.com
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization	Farr Construction Corporation dba. Resource Development Company				
Project Owner	Sierra County Service Area 5A	Project Name	Sierra Brooks Water System Improvement Project - Phase II		
General Description of Project	constructing a well, well pump station, and building, booster pump station and building, water storage tank, distribution system pipelines, water services and meters, fire hydrants, standby generators, electrical controls, and telemetry system.				
Project Cost	\$4,380,393	Date Project	11/9/2020		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Sam Melvin	Jeff McKovich	Russell Rocha	Sam Melvin	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Tim Beals	Manager	County of Sierra	530-289-3251	lafco@sierracounty.ca.gov
Designer	Keith Knib	Engineer	Sauers Engineering	530-265-8021	Knibbkeith@sauersengineering.com
Construction Manager					
Project Owner	Amador County	Project Name	Pioneer Water Phase 3		
General Description of Project	Replacement of 2 water tanks with 2 (1MG) welded steel potable water tanks and construction of 12-in water transmission main.				
Project Cost	\$5,388,430	Date Project	9/6/2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Garrett Queen	Jeff McKovich	Russell Rocha	Garrett Queen	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brandt Cook	Manager	Amador County	(209) 257-5206	bcook@amadorwater.org
Designer	Jeremy Wilson	Engineer	Keller Associates	(970) 556-4880	Jwilson@kellerassociates.com
Construction Manager					
Project Owner	Sierraville Public Utility District	Project Name	Sierraville Pump Station Replacement		
General Description of Project	construction of approximately 590 square foot CMU pump station, installation of piping, valves and pumps, installation of power equipment including owner supplied stationary emergency generator, site grading and related work.				
Project Cost	\$1,110,400	Date Project	12/08/23		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Garrett Queen	Jeff McKovich	Russell Rocha	Garrett Queen	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Paul Rose	Manager	Rose water system Management	775-530-7266	rosewatersystem@gmail.com
Designer	Bill Quesnel	Engineer	Acumen Engineering	530-550-8068	bquesnelengineering@gmail.com
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Garrett Queen	
Years of experience as project manager		9	
Years of experience with this organization		2	
Number of similar projects as project manager		20	
Number of similar projects in other positions		10	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Dowl Farr West - TRI GID Reservoir Process Water Plant		30%	April 2024
Lyon County Rolling A Wastewater Treatment Facility		40%	October 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jared Trowbridge	Name	Jason Phinney
Title/Position	P.E.	Title/Position	PE/PM
Organization	DOWL	Organization	Truckee Meadows Water Authority
Telephone	775-284-7271	Telephone	775-848-4134
Email	Jtrowbridge@dowl.com	Email	jphinney@tmwa.com
Project	City of Reno - Stead Clear FM	Project	Disc Drive Booster Pump Station
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent			
Name of individual		Jeff McKovich	
Years of experience as project superintendent		10	
Years of experience with this organization		8	
Number of similar projects as project superintendent		50+	
Number of similar projects in other positions		100+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Dowl Farr West - TRI GID Reservoir Process Water Plant		30%	April 2024
Lyon County Rolling A Wastewater Treatment Facility		40%	October 2025
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jeff Farr	Name	
Title/Position	President	Title/Position	
Organization	Farr Construction Corporation dba. Resource Development Company	Organization	
Telephone	775-356-8004	Telephone	
Email	jfarr@resourcedevelopmentco.com	Email	
Project		Project	
Candidate's role on project	Owner	Candidate's role on project	

Safety Manager			
Name of individual		Russell Rocha	
Years of experience as project manager		26	
Years of experience with this organization			
Number of similar projects as project manager		25	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
N/A			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jerimiah Merritt	Name	
Title/Position	Safety & Risk Manager	Title/Position	
Organization	Sierra Nevada Construction	Organization	
Telephone	916.825.0277	Telephone	
Email	jmerritt@snc.biz	Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		**See Project Manager Information	
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	



JEFFREY M. FARR

President

Education

May 2003
B.S. Construction Management, California State University Chico

Licenses/Registration/Certification

- NACE Certified Coating Inspector-Level 3 (#25810)
- NV License # 75026
- CA License # 1050646

Years of Experience Total Construction = < 20 years

CMAR = 1.5 years

RDC = 18 years

(775) 356-8004

jfarr@resourcedevelopmentco.com

1050 Linda Way
Sparks, NV 89431

www.resourcedevelopmentco.com

Having grown up in and around the construction industry, Jeff has always been fascinated with large scale earth moving projects and heavy civil construction, and how engineered projects integrate with the natural environment. While attending college, he developed a passion for construction management. He realized construction management provided a career path in which he could utilize his individual strengths and skills while doing work he enjoyed. Fast forward 20 years and Jeff is the owner/president of a thriving construction company. Along the way, Jeff has acquired the knowledge and experience to successfully manage both his company and his projects. He views each project as a unique set of challenges that present an opportunity for professional growth. Jeff values client relationships and strives to understand and exceed client expectations. In return, clients value Jeff's hard work, honesty, accountability, and commitment to helping them succeed.

Jeff has specialized experience in industrial coatings applications and has amassed an impressive portfolio of successful coatings projects. With Jeff's leadership, RDC has grown to be a local industry leader in industrial coatings application.

Relevant Project Experience

Primary Clarifier 2/Aeration Basin 1 Rehabilitation, South Lake Tahoe, CA – Coatings Project Manager.

Extensive clarifier concrete rehabilitation and coatings were required including sandblasting and recoating the clarifier mechanism. For the Aeration Basin 1, work included concrete and ferrous metal coatings, aeration system replacement, and influent pipe and valve replacement. (2016)

Sewer Pump Stations Rehabilitation, Carnelian Bay, CA – Senior Project Manager.

The work included high performance coatings application in both the wetwell and drywell and polyurethane leak stop injection, pump and valve gallery replacement, soft start/soft stop installation on grinder pump, installation of a vertically-mounted standard pump, upgrading transducer controls, demolition of Q-cells and appurtenances, removal and replacement of generator, demolition of HVAC, building modifications and SCADA integration. (2018)



Truckee Meadows Water Reclamation Facility Digesters, Reno, NV – Coatings Project Manager. RDC was the coatings subcontractor and the scope of work included “permit confined space” with difficult entry and exit into two digesters. Abrasive blasted challenging areas of steel corrosion of the digester lid “dome”. The steel was coated with plural component elastomeric polyurethane. Extensive scaffolding was required to ensure safety of the team working on the site. (2016)

Primary Clarifier 1/Aeration Basin 2 Rehabilitation, South Lake Tahoe, CA – Coatings Project Manager/Estimator. The rehabilitation work for Primary Clarifier 1 included removal and replacement of concrete coatings and grout, mechanism replacement, and drive I&C modifications. For the Aeration Basin 2, work included concrete and ferrous metal coatings, aeration system replacement, and influent pipe and valve replacement. (2017)

Professional Experience

Farr Construction dba Resource Development Company, Sparks, NV (2005 – Present)

President

Manage and evaluate the construction and engineering programs and manage the staff responsible for Design Bid Build, Design Build and Construction Manager at Risk projects for water, wastewater, and reclaimed treatment and conveyance operations.

Major Project / Accomplishments

- NVWWTP Douglas County | \$9.0 Million
- Hawthorne Army Depot .5 MG Tank Design Build | \$2.8 Million
- TMWA Prater Tank Rehab 3MG | \$2.0 Million
- TMWA 2021-2022 Tank Improvements 4MG | \$1.9 Million
- Fernley Truckee Canal Divergence and Conveyance | \$5.1 Million
- City of Pocatello 5MG Tank Rehab | \$1.0 Million
- NTPUD National Lift Station Rehab | \$3.0 Million
- TMWRF Top Deck Rehab | \$1.6 Million
- TMWA Desert Springs 4 Tank | \$0.5 Million
- TMWA Chalk Bluff WTP Filter Underdrain Replacement 7&8, 11&12 | \$1.8 Million
- Gardnerville Water Well 10 CMAR | \$2.0 Million

K.G. Walters Construction Company, Santa Rosa, CA (2003 – 2005)

Project Manager / Superintendent

On site Project Management for multiple Water/Wastewater Treatments.

Major Project / Accomplishments

- Herlong Utilities Cooperative | \$4.0 Million
- Rolling A Ranch, Dayton, NV | \$3.0 Million
- Carson Highlands | \$0.5 Million

Cushman Contracting Corporation, Santa Barbra, CA (1999 – 2003)

Project Engineer

Working in the field for various superintendents.



CHRISTOPHER ERB P.E.

Vice President

Education

- M.S. Civil/Environmental Engineering, Brigham Young University
- B.S. Civil/Environmental Engineering, Brigham Young University

Licenses/Registration/Certification

- Construction Stormwater Management Inspector
- OSHA Training (10-Hour, 30-Hour, and 40-Hour) | OSHA
- Professional Engineer, Certification Number 018724 | State of Nevada

Years of Experience Total Construction = 20 years

CMAR = 4 years

RDC = 4 years

(775) 356-8004

cerb@resourcedevelopmentco.com

1050 Linda Way
Sparks, NV 89431

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Chris has been a Professional Engineer with over 20 years of experience in public and private sector civil engineering, specializing in water industry initiatives relative to the lifecycle of potable water, wastewater, and reclaimed water infrastructure. Skilled in Reliability and Asset Management, condition assessment, design, construction management and Capital Improvement Program implementation and management; as well as staff supervision/management.

Professional Experience

Resource Development Company, Sparks, NV (August 2019 – Present | Jeff Farr) –

Construction and Engineering Manager / Vice President

Manage and evaluate the construction and engineering programs and manage the staff responsible for Design Bid Build, Design Build and Construction Manager at Risk projects for water, wastewater, and reclaimed treatment and conveyance operations.

Major Project / Accomplishments

- NVWWTP Douglas County | \$9.0 Million
- Hawthorne Army Depot .5 MG Tank Design Build | \$2.8 Million
- TMWA Prater Tank Rehab 3MG | \$2.0 Million
- TMWA 2021-2022 Tank Improvements 4MG | \$1.9 Million
- Fernley Truckee Canal Divergence and Conveyance | \$5.1 Million
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- TMWRF Top Deck Rehab | \$1.6 Million
- TMWA Desert Springs 4 Tank | \$0.5 Million
- TMWA Chalk Bluff WTP Filter Underdrain Replacement 7&8, 11&12 | \$1.8 Million
- Gardnerville Water Well 10 CMAR | \$2.0 Million



**City of Henderson, Henderson, NV (February 2007 – August 2019) –
Utility Maintenance Manager (May 2011 – August 2019 | John Day, P.E.)**

Manage and evaluate the City of Henderson's utility infrastructure maintenance programs and manage the staff responsible for inventory control, maintenance management, and Computerized Maintenance Management System (CMMS) support for water, wastewater, and reclaimed treatment and conveyance operations.

Major Project / Accomplishments

- CMMS Phase II Implementation | \$250,000
- CMMS Major Upgrades, Minor Upgrades, and System Patching
- Maintenance Program Development and Memorialization

***Utility Services Engineer II* (February 2007 – May 2011 | Dennis Fritz, P.E.)**

Performed professional engineering, technical, and administrative tasks related to the research, planning, design, and construction of major public water, wastewater, and reclaimed water facilities and infrastructure.

Major Project / Accomplishments

- SWWRF Henderson WWTP | \$140 Million
- Canyons Lift/Booster Station | \$1.05 Million
- Flow Control Station Hydroelectric Design (FCS-17) | \$7 Million
- Henderson Utility Guidelines (HUGs) | \$500,000
- Pump Station Condition Assessment and Evaluation I & II (PS-20) | \$1.2 Million
- Uniform Design and Construction Standards (UDACS) For Potable Water Committee Member
- Design and Construction Standards for Wastewater Collection Systems Southern Nevada Committee Member

Payson City Corporation, Payson, UT (November 2001 – February 2007) –

***Assistant City Engineer* (Glade J. Robbins, P.E.)**

Designed infrastructure projects, including roads, bridges, dams, sanitary sewer, water pressurized irrigation, and storm drains, as well as prepared construction drawings, cost engineer estimates, and contract documents. Assisted the Planning and Zoning Department in the review of proposed developments, checked submittals to ensure proposed improvement plans were consistent with development ordinance and specifications, provided review comments to developers, and managed and inspected ongoing construction projects. Designed, managed, and maintained the city GIS system. Managed the sampling and regulatory responses/permits for commercial, construction, and demolition landfill.

Major Project / Accomplishments

- WWTP BIO-Wheel Payson Treatment Expansion | \$7 Million
- 200 West and 300 North Road & Utilities Reconstruction (CDBG) | \$340,000 and \$480,000
- 600 East and 800 South Road & Utilities Reconstruction (100N-700N) | \$520,000 and \$440,000
- Dry Creek Trail (3 Miles) | \$670,000
- Elkridge to Payson Sanitary Sewer | \$4.2 Million
- Greenridge 15-Acre Nature Park (Design Phase)
- Hillman Recreation Complex (8-Plex Softball, 4-Plex Little League) | \$2.8 Million
- Lateral 20 Irrigation Main | \$511,000
- Pete Winward Reservoir Outlet Reconstruction | \$230,000

PSI / Delta Geotechnical Consultants Inc. Salt Lake City, UT (July 1999 – November 2001) –

Geotechnical Engineer (Tony Pawloski, P.E.)

Proposed and managed individual project budgets, drafted proposals and prepared final reports; as well as coordinated with technicians, drillers, city and county inspectors, and site superintendents. Performed construction materials inspection, geotechnical engineering evaluations, and landslide and slope stability evaluations. Conducted geotechnical laboratory testing and roadway/pavement design studies.

Major Project / Accomplishments

- Alpine School District Bus Garage (American Fork, UT)
- DuckWall Alco Stores (Preston, ID)
- Salt Lake City School District Retrofits/Additions (Salt Lake City, UT)
- Shenandoah Gas Plan Compressor Sites (Vernal, UT)
- SunCrest 4,000-Acre Development (Draper City, UT)
- Traverse Ridge Road (Draper City, UT)
- Watt Property Pump Station, Stansbury Park Improvement District (Stansbury, UT)

Geotechnical and Environmental Services, Las Vegas, NV (May 1998 – July 1999) –

Engineering Technician (Rakhi N. Bhasin, Ph.D., P.E.)

Performed geotechnical calculations, cost comparisons and cost estimates, and construction materials testing and inspection. Coordinated scope of work, schedule, evaluation procedures, and interpretation of data with Project Managers; as well as provided field quality assurance, prepared reports, and reviewed project plans and documents.

Major Project / Accomplishments

- Arron Way Detention Basin (Henderson, NV)
- Boulder City Constructed Wetlands (Clark County, NV)
- Clark County Sanitation District Central Plant Bar Screen Facility (Clark County, NV)
- Whitney Ranch (Henderson, NV)

Garrett Queen Resume

Phone: (775) 223-2957
Email: gq7127@gmail.com

Profile

Construction project manager with 7+ years of experience in managing large-scale heavy civil construction projects. Proven track record directing project-wide operations, administering multimillion-dollar budgets, negotiating contracts, controlling expenses, and boosting efficiency and productivity.

Work Experience

Resource Development Company

Senior Project Manager 2022-Present

- Responsible for coordinating all equipment, trucking, and procurement for daily project needs.
- Management of 20+ Construction project per year
- Responsible for the management and oversight of all Project Managers, Project Engineers, and Estimators
- Coordinated all hiring/firing of field employees

Sierra Nevada Construction, Inc.

Dispatcher - July 2014 to September 2015

- Responsible for coordinating all equipment, trucking, and over 300+ employees for daily project needs.
- Coordinated all hiring/firing of field employees through the local union hall.
- Managed two lowboy drivers to coordinate equipment moving between states.

Project Manager - September 2015 to 2022.

- Direct 15+ construction projects per year, managing all aspects including material procurement, subcontracts, scheduling, cost management, negotiating and bidding change proposals, and ensuring owner/customer satisfaction while maintaining high-profit margin.
- Projects ranged from \$50K to \$12M and varied in duration from weeks to multi-year.
- Proficient in HCSS Heavybid and Heavyjob, Dexter Chaney/Spectrum accounting platform, Procore, Primavera 6 schedule software, and highly computer savvy in many other applications.
- Heavy civil projects ran include the following:

- Multiple pump stations for wastewater, effluent water, and domestic water
- Private site work includes mass earthwork, all utility infrastructure, finish grading, concrete flatwork, and asphalt paving.
- Airport grading and paving under tight tolerance specifications.
- Environmentally scrutinized projects in high-profile areas such as the Tahoe Basin.

American Pacific Industries, Inc.

Marketing Analyst - July 2011 to July 2014

- Analyzed and reported competitor pricing on a weekly basis to ensure the company was in line with market demands and ensure profit margins.
- Coordinated B2B marketing through industry publications and website promotions. As well as new product launches.
- Highly involved with salesmen and feedback on market perception of products.
- Managed production output from multiple factories in China to ensure order to fulfill outstanding orders.
- Managed replenishment program of two warehouses located in California and Texas.

Education

Bachelor of Business Administration, Finance

Pamplin School of Business, University of Portland

- Studies focused on corporate finance, investments, international finance, managerial finance, personal finance, and financial markets and institutions.
- Other business studies focused on operations management, marketing, business law, economics, entrepreneurial business, and accounting.



JEFFERY MCKOVICH

General Superintendent

 (775) 356-8004

 jmckovich@resourcedevelopmentco.com

 1050 Linda Way
Sparks, NV 89431

 www.resourcedevelopmentco.com

Education

- Carpenters Apprenticeship Training Program (1996)
- Certified NV Water Operator

Licenses/Registration/Certification

- Shoring and Excavation
- OSHA Training 10-Hour | 30-Hour
- NV License Class A
- Trenching
- Welding Certification

Years of Experience Total Construction = 30 years

CMAR = < 1 years

RDC = < 8 years

Jeff's lifelong career has been in the local water/wastewater treatment works construction industry. He has worked on projects at virtually every treatment plant in the greater Reno/Tahoe area, including the DCLTSA Treatment Plant. Jeff began his career in construction as an apprentice carpenter and quickly moved through the ranks. He is currently employed at RDC as their civil general superintendent. He is a seasoned veteran carpenter by trade and has led carpentry crews on numerous large wastewater treatment structural concrete projects. Jeff is a key member of the RDC Water/Wastewater Division and is our go-to superintendent on treatment works projects involving mechanical, structural and site underground work. He is dependable and accountable and maintains a positive outlook. Jeff's commitment and dedication to projects is second to none and his work ethic is nothing short of commendable. His breadth of experience and foresight helps him plan and execute projects efficiently. He works closely with subcontractors to ensure the various trades' work is coordinated and comes together seamlessly.

Relevant Project Experience

South Truckee Meadows WRF Chemical Storage Rehabilitation, Reno, NV – General Superintendent. This project consisted of demolishing and replacing three 6,500-gallon sodium hypochlorite tanks, the entire sodium hypochlorite feed system, construction of an elaborate temporary chemical feed system and temporary structure, new concrete chemical delivery area, chemical resistant floor coatings, electrical and I&C upgrades and SCADA programming. (2018)

Incline Village GID Microscreen Replacement – Superintendent. Project included extended headworks bypass system to allow for the removal and replacement of the headworks microscreen and rehabilitation of the

headworks concrete influent channel structure. (2017)

Sewer Pump Stations Rehabilitation, Carnelian Bay, CA – General Foreman. The work included high performance coatings application in both the wetwell and drywell and polyurethane leak stop injection, pump and valve gallery replacement, soft start/soft stop installation on grinder pump, installation of a vertically-mounted standard pump, upgrading transducer controls, demolition of Q-cells and appurtenances, removal and replacement of generator, demolition of HVAC, building modifications and SCADA integration. (2018)

Primary Clarifier 2/Aeration Basin 1 Rehabilitation, South Lake Tahoe, CA – General Foreman. Extensive clarifier concrete rehabilitation and coatings were required including sandblasting and recoating the clarifier mechanism. For the Aeration Basin 1, work included concrete and ferrous metal coatings, aeration system replacement, and influent pipe & valve replacement. (2016)

North Valley Wastewater Treatment Plant, Douglas County, NV – General Foreman. Improvements for this \$9.1M plant consist of upgrades and expansion to 0.72 mgd peak month flow and includes such improvements as new concrete headworks structure, relocate existing packaged biofilter odor control system, and new sequencing Batch Reactor Treatment system consisting of new concrete reactor tanks with new process equipment.

Additional Project / Accomplishments

- NVWWTP Douglas County | \$9.0 Million
- Hawthorne Army Depot .5 MG Tank Design Build | \$2.8 Million
- Fernley Truckee Canal Divergence and Conveyance | \$5.1 Million
- NTPUD National Lift Station Rehab | \$3.0 Million
- TMWA Chalk Bluff WTP Filter Underdrain Replacement 7&8, 11&12 | \$1.8 Million
- Washoe County STM PRV Replacement | \$1.0Million
- TMWA Glendale Basin Retro Fit | \$1.0 Million

Professional Experience

Resource Development Company, Sparks, NV (November 2008 – December 2009 | Present)

Lead Carpenter (November 2008 – December 2009)

Provided job layout, scheduling, and material takeoffs. Supervision of laborers, carpenters, and operators. Operation of all types of hand, electric, and pneumatic tools. Operating of different types of heavy equipment. The installation of piping above and below the ground. Millwright work including pumps, motors, and valves. Responsible for reading plans and spec books, and for meeting with inspectors and owner representation.

Nevada Division of State Parks, Carson City, NV (March 2010 - March 2015)

Maintenance / Repair Spec. II

Maintaining the building, grounds and roads in a large state park. Also includes maintaining, repairing, and operating the equipment and vehicles at the park. Works with other "sister" agencies to get projects accomplished. Responsible for the treatment and maintenance of a small public water system. Utilizing resources to control cost for operations on a small budget. Great customer service / relations with campers and visitors within the park, which includes the selling and handling of fees and permits.



K.G. Walters Construction Company, Santa Rosa, CA (January 1994- July 2004 | August 2005 - October 2008)

Carpenter Foreman

Responsible for coordinating schedules with subcontractors, inspectors, and owners. Performing carpentry work. Supervision of carpenters, laborers, and operators. Operation of a multitude of equipment. Operation of all types of hand, electric, and pneumatic tools. Installation of all types of piping above and below ground. Millwright work including pumps, motors, valves, and various types of equipment. Responsible for reading plans and spec books, and meeting with inspectors and owner representatives. Provided job layout, scheduling, and material takeoffs. As a carpenter foreman, I have accomplished building many clarifiers, and DAF tanks. While also running the excavation and labor crews, and staying on top of communicating with our subcontractors. During this time, I was able to also accomplish several headworks buildings, pump stations, oxidation ditches, aerobic digester, chemical buildings, administration buildings, and diversion boxes. Most of these projects were from the ground up, which included excavation, layouts, form work, piping, and mechanical work.

E.M. & Sons Construction Company LLC, Gardnerville, NV (July 2004 – August 2005)

Field Superintendent

Responsible for creating job schedule, and job layout. Meeting with inspectors. Framing and finish carpentry.



Russell Rocha, OHST, CHST
5000 Reggie Road, Reno, NV 89502
safetyservices@sbcglobal.net • c 775.544.1667

SAFETY PROFESSIONAL

Training • Project Safety Management • Risk Assessment & Control

Very enthusiastic, knowledgeable occupational safety, health and environmental professional with 34 years record of achievement and demonstrated success managing all aspects of safety programs for public entities, industrial facilities and construction companies. Extremely proactive and always views the big picture to ensure safety and compliance and more than willing to lead using these approaches towards a responsible safety culture.

Key strengths and competencies:

- Extensive knowledge of Construction Safety Management
- Innovative approaches to Loss Control
- Team Leadership and Collaboration
- Conducting Safety Training
- Communication Skills
- Conducting Audits/Surveys

PROFESSIONAL EXPERIENCE:

Owner of Specialized Safety Services (Reno, NV)

July 2010-Present

Sole proprietor of a safety consultation and training company providing safety and loss control services for various clients. Services include, but are not limited to:

- Onsite construction safety management.
- Conducting site safety surveys, audits and risk assessments.
- Providing all aspects of loss control services.
- Developing standard operating procedures and job hazard analysis.
- Providing confined space training and confined space management services.
- Providing safety training and safety program development.
- Assist clients with onsite safety consultation to ensure client safety and compliance.
- Industrial hygiene services to include noise and air sampling.

State of Nevada, Risk Management (Carson City, NV)

Safety Manager, July 2009-July 2010

- Managed all State wide safety coordinators (over 100).
- Conducted site safety surveys of all State owned and leased buildings.
- Managed the State workplace violence program.
- Coordinated State wide safety training to include the addition of online training.
- Conducted accident/injury investigations and indoor air quality inspections.
- Assisted 3rd party workers compensation carrier with claims management.

Swinerton Builders (Oakland, CA)

Project Safety Manager, March 2007-June 2009

Director of safety activities during the construction of the \$330,000,000 Ritz Carlton Highlands Resort in Truckee, California.

- Achieved VPP status from Cal-OSHA which was the first joint venture project in the State to achieve this status.
- Managed the designated safety person program.
- Conducted onsite risk assessments.
- Managed the contractor-controlled insurance program (CCIP).

City of Sparks (Sparks, NV)

Safety Director, 1999-2007

Directed all aspects of occupational safety and health of a 60 million gallon per day wastewater treatment facility jointly owned and operated by the City of Sparks and the City of Reno.

- Obtained over 500K of federal homeland security grants to improve site safety and security.
- Designed and built a confined space rescue training structure.
- Developed a confined space entry and rescue team.
- Managed all aspects of the process safety management program for chlorine and methanol.
- Conducted process hazard analysis, compliance audits and job hazards analysis.
- Developed and presented all on site safety training programs.
- Chairperson of the City of Sparks Safety Committee.
- Achieved OHST and CHST status.

City of Tracy (Tracy, CA)

Safety Specialist, 1988-1999

Manager of occupational safety and health for the Public Works Division of the City of Tracy

- Directed the Process Safety Management program for chlorine and sulfur dioxide.
- Led confined space entry operations to include training and rescue.
- Conducted process hazard analysis and compliance audits for site processes.
- Coordinated and conducted all safety related training.
- Achieved the Northern California Safety Award for the Water Reclamation facility for 3 consecutive years through the California Water Environment Association.
- Chairperson of the City of Tracy Safety Committee for 6 years.

EDUCATION:

High School graduate, Orestimba High School, Newman, CA 1980

College course work through University of California, Davis and Columbia Southern University

CONTINUING EDUCATION:

Occupational Health and Safety Technologist (OHST # 2874)

Construction Health and Safety Technician (CHST # C1184)

Professional Sequence Award in Health and Safety from the University of California, Davis

Certificate in Workplace Health and Safety from the University of California, Davis

Industry Hazardous Materials Technician (Certificate # 100)

Safety Manager Certificate (#0032) from the Safety Center of Sacramento, CA

BLS Instructor, EMS Safety

Department of Labor 30 Hour Construction Safety

PUBLICATIONS:

Past creative editor to the Water Environment Federation Safety Corner

Past contributor to Water Lines from the Nevada Drinking Water Coalition

PROFESSIONAL ORGANIZATIONS:

American Society of Safety Professionals; Past President of the Sierra Nevada Section

Nevada Water Environment Association; past Chairperson of the Safety Committee

NONPROFIT ORGANIZATIONS

Northern Nevada Affiliate Susan G. Komen Breast Cancer Foundation; past Board Member



1050 Linda Way Sparks, NV 89431
(775)-356-8004
CA Lic: 1050646 DIR:1000064750

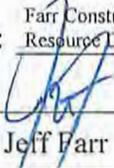
To whom it may concern:

In response to bidding documents for the Donner Summit Public Utility District Sugar Bowl Sewer Extension Project Phase 2A project, Article 3, 3.01, B., Farr Construction Corporation dba. Resource Development Company is authorized to conduct business in the state of California. Please see California Statement of Designation Foreign filing and our California Contractors License as supporting documentation.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

Bidder: Farr Construction Corporation dba.
Resource Development Company
By: 
Name: Jeff Farr
Title: President
Date: 02/13/24



Secretary of State
Statement and Designation by
Foreign Corporation

S&DC-S/N

FILED *GW*
Secretary of State
State of California
DEC 17 2018 *STU*

IMPORTANT — Read Instructions before completing this form.

Must be submitted with a current Certificate of Good Standing issued by the government agency where the corporation was formed. See Instructions.

Filing Fee — \$100.00 (for a foreign stock corporation) or
\$30.00 (for a foreign nonprofit corporation)

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: Corporations may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

IRC

This Space For Office Use Only

1. Corporate Name (Go to www.sos.ca.gov/business/be/name-availability for general corporate name requirements and restrictions.)

2. Jurisdiction (State, foreign country or place where this corporation is formed - must match the Certificate of Good Standing provided.)

Farr Construction Corporation	Nevada
-------------------------------	--------

3. Business Addresses (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

a. Initial Street Address of Principal Executive Office - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
1050 Linda Way	Sparks	NV	89431
b. Street Address of Principal Office In California, if any - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	
c. Mailing Address of Principal Executive Office, if different than Item 3a	City (no abbreviations)	State	Zip Code

4. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 4a and 4b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Michael	William	Farr	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
406 Randolph Ave	Gridley	CA	95948

CORPORATION — Complete Item 4c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 4a or 4b

5. Read and Sign Below (See instructions. Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Signature

Jeff Farr

Type or Print Name

SECRETARY OF STATE



**CERTIFICATE OF EXISTENCE
WITH STATUS IN GOOD STANDING**

I, Barbara K. Cegavske, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **FARR CONSTRUCTION CORPORATION**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since August 4, 2005, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on December 14, 2018.

A handwritten signature in cursive script that reads "Barbara K. Cegavske".

Barbara K. Cegavske
Secretary of State



Electronic Certificate
Certificate Number: C2D181214-1613

4219400



FARR CONSTRUCTION CALIFORNIA

1050 Linda Way Sparks, NV 89431-5598

(775) 356-8004 / Fax (775) 356-0610

Nevada License No. 75026 / California License No. 893537

November 19, 2018

To Whom It May Concern:

Please be advised that Farr Construction California gives its consent to
Farr Construction Corporation to register in the State of California.

Thank you

A handwritten signature in black ink, appearing to be 'Jeff Farr', written over the printed name below.

Jeff Farr, President



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Arrnfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kallenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadle, Derek D. Sabo, Andrew Kerslake,

Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

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

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 8820

Signed and sealed at the City of Brookfield, WI this 5th day of February 2024.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

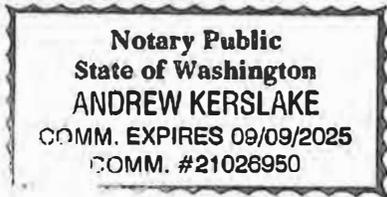
Parker, Smith & Feek Ins LLC

ACKNOWLEDGMENT

State of Washington)
County of King)

On this 5th day of February, 2024, before me, Andrew Kerslake notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Nicholas A. Fredrickson, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Old Republic Surety Company as surety in said instrument, and acknowledged to me that he/she subscribed the name of said corporation thereto as surety, and his/her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC


Commission Expires: September 9, 2025

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between **Donner Summit Public Utility District** (“Owner”) and **[name of contracting entity]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Construct sanitary sewer pipelines, manholes, service laterals, and related work necessary to provide sewer service laterals to 5 parcels in the Sugar Bowl West Village.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construct sanitary sewer pipelines, manholes, service laterals, and related work necessary to provide sewer service laterals to 5 parcels in the Sugar Bowl West Village. Project involves construction of approximately 1,200 linear feet of 6” sewer main. The portion of the sewer main under the tributary to the South Yuba River must be installed by boring to minimize environmental impacts.**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Auerbach Engineering, Inc.** (“Engineer”) to assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Auerbach Engineering, Inc.**

3.03 The Owner has retained **[insert name of Construction Manager]** (“Construction Manager”) to act as Owner’s representative, and have the rights and authority assigned to Owner’s Representative in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **sixty (60) working** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General

Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **eighty (80) working** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$5,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$5,000** for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Ninety-five (95)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).

- b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **eleven (11)** sheets with each sheet bearing the following general title: **Improvement Plans for Donner Summit Public Utility District Sugar Bowl Sewer Phase 2A.**
8. Addenda (numbers **[number]** to **[number]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. **None**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

Donner Summit Public Utility District
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Steven Palmer
(typed or printed)

Title: General Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Donner Summit Public Utility District

53823 Sherritt Lane

Soda Springs, California 95728

Designated Representative:

Name: Steven Palmer
(typed or printed)

Title: General Manager
(typed or printed)

Address:

Donner Summit Public Utility District

53823 Sherritt Lane

Soda Springs, California 95728

Phone: 530-426-3456

Email: spalmer@dspud.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

RESOLUTION NO. 2024-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DONNER SUMMIT PUBLIC UTILITY DISTRICT AWARDING A CONSTRUCTION CONTACT FOR THE SUGAR BOWL SEWER EXTENSION PROJECT PHASE 2A IN THE AMOUNT OF \$1,549,685 AND AUTHORIZING THE GENERAL MANAGER TO APPROVE CHANGE ORDERS NOT TO EXCEED A TOTAL AMOUNT OF \$159,470

WHEREAS, the Donner Summit Public Utility District (DSPUD) Board of Directors approved the plans and specifications and authorized advertising for construction bids for the Sugar Bowl Sewer Extension Project Phase 2A on November 21, 2023; and

WHEREAS, on February 13, 2024 DSPUD received six bids ranging from \$1,555,330 to \$2,284,650; and

WHEREAS, the apparent low bidder, Ruppert Inc., did not include some of the information required by the bid documents, and their bid was therefore not responsive; and

WHEREAS, the lowest responsive and responsible bidder was Farr Construction Corporation, with a bid amount of \$1,594,685; and

WHEREAS, DSPUD, Triplets LLC, and Sugar Bowl Corporation have reached an agreement whereby Triplets LLC and Sugar Bowl Corporation will provide advance funding for costs to construct the Sugar Bowl Sewer Extension Phase 2A Project; and

WHEREAS, Triplets LLC and Sugar Bowl Corporation must provide the funds before the notice of award is issued, and the funds are expected by April 30, 2024.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF DONNER SUMMIT PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE that the apparent low bid by Ruppert Inc. was not responsive to the bid documents.

BE IT FURTHER RESOLVED that Farr Construction Corporation is awarded the contract for the Sugar Bowl Sewer Extension Phase 2A Project.

BE IT FURTHER RESOLVED that the General Manager is authorized and directed to execute an agreement with Farr Construction Corporation for the Sugar Bowl Sewer Extension Project Phase 2A in an amount not to exceed \$1,594,685, subject to receipt of funds from Triplets LLC and Sugar Bowl Corporation.

BE IT FURTHER RESOLVED that the General Manager is authorized to approve construction change orders up to a cumulative total amount of \$159,470.

PASSED AND ADOPTED by the Board of Directors of Donner Summit Public Utility District, this 16th day of April 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DONNER SUMMIT PUBLIC UTILITY DISTRICT

By: _____
Cathy Preis
President, Board of Directors

ATTEST:

By: _____
Dawn Parkhurst
Secretary of the Board

Agenda Item: 8E



STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, General Manager

SUBJECT: **Discussion and Possible Direction Regarding Draft Five-Year Capital Improvement Plan and Draft Fiscal Year 2024/25 Budget**

RECOMMENDATION

The General Manager will provide an update on the preparation of the Draft Five-Year Capital Improvement Plan (CIP) and Draft Fiscal Year 2024/25 Budget. The Board may provide direction to the General Manager regarding the CIP and budget.

BACKGROUND

The General Manager has worked with staff to prepare the following for Board discussion:

- Presentation regarding District operations
- Needs Assessment
 - Base Operating Budget
 - Potential Additions to Operating Budget
 - Capital Improvement Projects

Staff will provide a brief presentation to the Board which is intended to be an open conversation with Board members regarding the CIP and budget.

DISCUSSION

District Operations

The General Manager and Chief Plant Operator will provide an overview of District operations and facilities.

Needs Assessment

A. Base Operating Budget

A Base Operating Budget (Attachment 1) was prepared using projected Fiscal Year 2023/2024 expenditures, revenue projections from the 2021 Utility Rates Study, and planned expenditures for Fiscal Year 2024/2025. This Base Operating Budget does not include any funding for the One-Time Operational Expenses, Capital Acquisitions, or Capital Improvement Projects. The following notable expenditures are included:

Cost of living adjustment for staff wages (2.4%)
WWTP Permit Renewal
Annual Sewer Main CCTV and Cleaning

The total expenses for this scenario are \$3,870,958 and the projected revenue is \$4,208,500. The difference of \$337,542 is available for One-Time Operational Expenses, Capital Acquisitions, Capital Improvement Projects, and reserve contributions.

B. Potential Additions to Operating Budget

Staff has identified a total of \$264,290 of One-Time Operational Expenses and Capital Acquisitions for consideration to include in the operating budget (Attachment 2)

C. Capital Improvement Projects

Staff identified a total of \$664,790 of Capital Improvement Project costs for consideration to include in the operating budget (Attachment 3).

The sum of the Potential Additions and Capital Improvement Projects is \$929,080. This need exceeds the available funding by \$591,538 ($\$929,080 - \$337,542 = \$591,538$).

ANALYSIS

Unfortunately, the District will be forced to defer some needed one-time expenses and Capital Improvement Projects due to lack of funding. There is risk associated with deferring improvements. The risk is that some of these facilities may fail and require emergency repairs. To stop this pattern of deferring improvements, the District needs to increase revenue or decrease annual operating expenses. The District's main source of revenue for operating costs is utility rates. These rates require a formal evaluation and process to increase. Decreasing annual operating expenses is also very difficult because most of the District costs are related to loan payments, utilities, chemicals, and employee wages and benefits.

Staff is providing this opportunity for Board input regarding budget priorities and reserve contributions.

RECOMMENDATIONS

The Board may provide input to the General Manager on priorities for the CIP and operating budget, on how funding is allocated between the CIP, One-Time Operating Expenses, Capital Expenditures, and reserve contributions.

FISCAL IMPACT

The District needs to adopt an annual operating budget for the upcoming fiscal year before July 1, 2024.

CEQA ASSESSMENT

This is not a CEQA project.

ATTACHMENTS

1. Base Operating Budget
2. Potential Additions
3. Capital Improvement Projects

DONNER SUMMIT PUBLIC UTILITY DISTRICT

**FISCAL YEAR 2024/2025 BUDGET
March 27, 2024**

ALL DEPARTMENTS SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Water Revenue				
Water Program Revenue	\$ 729,994	\$ 566,985	\$ 729,995	\$ 761,750
Water General Revenue	105,863	56,341	85,463	50,613
<i>Total Water Revenue</i>	<u>\$ 835,857</u>	<u>\$ 623,326</u>	<u>\$ 815,458</u>	<u>\$ 812,363</u>
Wastewater Revenue				
Wastewater Program Revenue	\$ 2,843,669	\$ 2,032,757	\$ 2,843,669	\$ 2,966,391
Wastewater General Revenue	400,746	249,380	404,851	400,746
<i>Total Wastewater Revenue</i>	<u>\$ 3,244,415</u>	<u>\$ 2,282,137</u>	<u>\$ 3,248,520</u>	<u>\$ 3,367,137</u>
Administration Revenue				
Admin Program Revenue	\$ -	\$ -	\$ -	\$ -
Admin General Revenue	11,000	4,539	15,000	29,000
<i>Total Administration Revenue</i>	<u>\$ 11,000</u>	<u>\$ 4,539</u>	<u>\$ 15,000</u>	<u>\$ 29,000</u>
Total Revenues	\$ 4,091,273	\$ 2,910,002	\$ 4,078,978	\$ 4,208,500
Water Expenses				
Salaries and Benefits	\$ 194,955	\$ 116,017	\$ 244,819	\$ 203,033
Materials, Supplies, Services	414,329	266,280	432,327	225,818
Debt Service	38,158	9,094	38,158	38,158
Capital Equipment	27,451	24,534	27,451	-
Capital Projects	37,300	-	-	-
<i>Total Water Expenses</i>	<u>\$ 712,193</u>	<u>\$ 415,925</u>	<u>\$ 742,755</u>	<u>\$ 467,009</u>
Wastewater Expenses				
Salaries and Benefits	\$ 669,971	\$ 409,691	\$ 732,166	\$ 724,813
Materials, Supplies, Services	1,145,345	701,876	1,164,699	1,216,905
Debt Service	740,884	731,845	740,884	740,884
Capital Equipment	89,386	75,513	89,386	-
Capital Projects	8,200	-	-	-
<i>Total Wastewater Expenses</i>	<u>\$ 2,653,786</u>	<u>\$ 1,918,925</u>	<u>\$ 2,727,135</u>	<u>\$ 2,682,602</u>
Admin Expenses				
Salaries and Benefits	\$ 421,946	\$ 229,760	\$ 389,301	\$ 432,577
Board Expenses	72,245	42,898	73,539	73,600
Materials, Supplies, Services	206,882	138,590	207,164	207,670
Debt Service	-	-	-	-
Capital Equipment	7,500	-	7,500	7,500
Capital Projects	-	-	-	-
<i>Total Admin Expenses</i>	<u>\$ 708,573</u>	<u>\$ 411,248</u>	<u>\$ 677,504</u>	<u>\$ 721,347</u>
Total Expenses	\$ 4,074,552	\$ 2,746,098	\$ 4,147,394	\$ 3,870,958
	<u>\$ 16,721</u>		<u>\$ (68,417)</u>	<u>\$ 337,542</u>

DONNER SUMMIT PUBLIC UTILITY DISTRICT

**FISCAL YEAR 2024/2025 BUDGET
April 1, 2024**

WATER SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Program Revenue				
Water fees	\$ 677,677	\$ 528,096	\$ 677,677	\$ 709,433
Connection fees	-	-	-	-
Recycled water sales	-	-	-	-
Big Bend Service Fees	31,546	23,310	\$ 31,546	31,546
Big Bend Assessment	\$ 20,772	\$ 15,579	\$ 20,772	\$ 20,772
<i>Total Program Revenue</i>	<u>\$ 729,994</u>	<u>\$ 566,985</u>	<u>\$ 729,995</u>	<u>\$ 761,750</u>
General Revenues				
Property tax	\$ 30,213	\$ 20,964	\$ 30,213	\$ 30,213
Other income	\$ 55,250	\$ 34,702	\$ 55,250	\$ -
Grants	20,400	\$ 675	-	20,400
<i>Total General Revenues</i>	<u>\$ 105,863</u>	<u>\$ 56,341</u>	<u>\$ 85,463</u>	<u>\$ 50,613</u>
Total Revenues	\$ 835,857	\$ 623,326	\$ 815,458	\$ 812,363

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2024/2025 BUDGET

April 1, 2024

WATER SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Expenses				
Salaries	\$ 129,183	\$ 79,422	\$ 174,892	\$ 130,811
Overtime	\$ 13,295	\$ 9,347	\$ 16,027	\$ 13,201
Medical/Dental/Life Insurance	\$ 27,488	\$ 17,201	\$ 25,806	\$ 29,529
Long Term Disability	\$ 1,292	\$ 788	\$ 1,292	\$ 1,292
Retirement	\$ 7,751	\$ -	\$ 10,856	\$ 7,849
Clothing Allowance	\$ 792	\$ -	\$ 792	\$ 792
Payroll Tax	\$ 11,754	\$ 7,275	\$ 11,754	\$ 11,881
W/C Insurance	\$ 3,400	\$ 1,984	\$ 3,400	\$ 7,678
<i>Salaries & Benefits</i>	\$ 194,955	\$ 116,017	\$ 244,819	\$ 203,033
Professional fees	115,452	\$ 51,039	115,452	-
Dues and subscriptions	680	\$ 90	680	680
Fees, permits, certifications, leases	17,530	\$ 6,191	17,530	18,180
Training, education, travel	1,000	\$ 155	1,000	1,000
Travel	-	\$ -	-	-
Insurance	47,700	\$ 30,801	47,700	56,848
Office supplies and miscellaneous	550	\$ 236	550	550
Utilities, communications, telemetry	50,309	\$ 31,102	50,309	56,740
Chemicals and lab supplies	30,000	\$ 10,757	30,000	18,440
Laboratory testing	5,000	\$ (140)	5,000	5,000
Equipment maintenance and repair	39,645	\$ 14,843	39,645	40,670
Small equipment and rental	3,150	\$ 10,697	10,697	3,150
Interest expense	-	\$ -	-	-
Operating supplies	390	\$ 464	464	740
Vehicle maintenance, repair, fuel	5,610	\$ 2,355	5,610	4,100
Facility maintenance and repair	97,313	\$ 107,690	107,690	19,720
<i>Materials, Supplies, Services</i>	\$ 414,329	\$ 266,280	\$ 432,327	\$ 225,818
Angela WTP Loan P&I	\$ 18,188	\$ 9,094	\$ 18,188	\$ 18,188
Big Bend Debt Service	19,970	\$ -	19,970	19,970
<i>Debt Service</i>	\$ 38,158	\$ 9,094	\$ 38,158	\$ 38,158
Capital Equipment	\$ 27,451	\$ 24,534	\$ 27,451	\$ -
Capital Projects	37,300	\$ -	-	-
Total Expenses	\$ 712,193	\$ 415,925	\$ 742,755	\$ 467,009
TOTAL NET REVENUE	\$ 123,665		\$ 72,703	\$ 345,354

DONNER SUMMIT PUBLIC UTILITY DISTRICT

**FISCAL YEAR 2024/2025 BUDGET
April 1, 2024**

SEWER SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Program Revenue				
Sewer rates	\$ 483,683	\$ 430,898	\$ 483,683	\$ 469,758
Connection fees		-	-	
<i>Total Program Revenue</i>	<u>\$ 483,683</u>	<u>\$ 430,898</u>	<u>\$ 483,683</u>	<u>\$ 469,758</u>
General Revenues				
Property tax	\$ 20,353	\$ 13,750	\$ 20,353	\$ 20,353
Other	3,000	\$ 3,444	3,444	3,000
<i>Total General Revenues</i>	<u>\$ 23,353</u>	<u>\$ 17,194</u>	<u>\$ 23,797</u>	<u>\$ 23,353</u>
Total Revenues	\$ 507,036	\$ 448,092	\$ 507,480	\$ 493,110

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2024/2025 BUDGET

April 1, 2024

SEWER SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Expenses				
Salaries	\$ 108,631	\$ 66,786	\$ 115,448	\$ 110,000
Overtime	\$ 11,180	\$ 7,860	\$ 13,477	\$ 11,101
Medical/Dental/Life Insurance	\$ 23,115	\$ 13,535	\$ 17,958	\$ 24,831
Long Term Disability	\$ 1,086	\$ 663	\$ 1,086	\$ 1,086
Retirement	\$ 6,518	\$ -	9,128	\$ 6,600
Clothing Allowance	\$ 666	\$ -	666	\$ 666
Payroll Tax	\$ 9,884	\$ 6,118	\$ 9,884	\$ 9,991
W/C Insurance	\$ 3,380	\$ 491	\$ 3,380	\$ 7,636
<i>Salaries & Benefits</i>	\$ 164,460	\$ 95,453	\$ 171,027	\$ 171,911
Professional fees	-	\$ 291	300	-
Dues and subscriptions	-	\$ -	-	-
Fees, permits, certifications, leases	460	\$ -	460	460
Training, education, travel	300	\$ -	300	300
Travel	-	\$ -	-	-
Insurance	40,111	\$ 25,607	40,111	47,804
Office supplies and miscellaneous	550	\$ 263	550	550
Utilities, communications, telemetry	30,512	\$ 15,508	30,512	25,950
Chemicals and lab supplies	500	\$ -	500	-
Laboratory testing	-	\$ -	-	-
Equipment maintenance and repair	24,350	\$ 5,223	24,350	23,350
Small equipment and rental	-	\$ 10,697	10,697	-
Infiltration and inflow program	30,000	\$ 33,014	33,014	33,100
Operating supplies	1,200	\$ 3,227	3,227	1,200
Vehicle maintenance, repair, fuel	5,410	\$ 7,064	7,064	12,200
Facility maintenance and repair	7,640	\$ 4,809	7,640	12,320
<i>Materials, Supplies, Services</i>	\$ 141,033	\$ 105,701	\$ 158,725	\$ 157,234
Interest		\$ -		
Long Term Debt		\$ -		
<i>Debt Service</i>	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ 20,500	\$ 17,327	\$ 20,500	\$ -
Capital Projects	8,200	\$ -	-	-
Total Expenses	\$ 334,193	\$ 218,481	\$ 350,252	\$ 329,145
TOTAL NET REVENUE	\$ 172,843		\$ 157,228	\$ 163,965

DONNER SUMMIT PUBLIC UTILITY DISTRICT

**FISCAL YEAR 2024/2025 BUDGET
April 1, 2024**

WASTEWATER TREATMENT PLANT SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Program Revenue				
Sewer rates	\$ 1,531,662	\$ 1,292,693	\$ 1,531,662	\$ 1,487,565
Recycled Water Sales	\$ -		\$ -	
Connection fees	\$ -			\$ -
Non CFD Revenue for WWTP Loan	\$ 281,044	\$ 3,089	\$ 281,044	\$ 445,462
Sierra Lakes Service	\$ 547,280	\$ 306,077	\$ 547,280	\$ 563,606
<i>Total Program Revenue</i>	<u>\$ 2,359,986</u>	<u>\$ 1,601,859</u>	<u>\$ 2,359,986</u>	<u>\$ 2,496,633</u>
General Revenues				
Property tax	86,800	60,575	86,800	86,800
CFD Revenue for WWTP Loan	\$ 290,593	\$ 167,949	\$ 290,593	\$ 290,593
Other income	-	3,661	3,661	
<i>Total General Revenues</i>	<u>\$ 377,393</u>	<u>\$ 232,186</u>	<u>\$ 381,054</u>	<u>\$ 377,393</u>
Total Revenues	\$ 2,737,379	\$ 1,834,045	\$ 2,741,040	\$ 2,874,026

DONNER SUMMIT PUBLIC UTILITY DISTRICT

FISCAL YEAR 2024/2025 BUDGET

April 1, 2024

WASTEWATER TREATMENT PLANT SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Expenses				
Salaries	\$ 349,380	\$ 214,800	\$ 371,309	\$ 353,784
Overtime	\$ 35,957	\$ 25,279	\$ 43,344	\$ 35,702
Medical/Dental/Life Insurance	\$ 74,342	\$ 42,954	\$ 68,831	\$ 79,863
Long Term Disability	\$ 3,493	\$ 2,132	\$ 3,493	\$ 3,493
Retirement	\$ 20,963	\$ (0)	\$ 29,359	\$ 21,227
Clothing Allowance	\$ 2,142	\$ 1,000	\$ 2,142	\$ 2,142
Payroll Tax	\$ 31,790	\$ 20,251	\$ 31,790	\$ 32,133
W/C Insurance	\$ 10,871	\$ 7,821	\$ 10,871	\$ 24,557
<i>Salaries & Benefits</i>	\$ 528,938	\$ 314,238	\$ 561,139	\$ 552,902
Professional fees	52,900	\$ 14,991	52,900	99,800
Dues and subscriptions	2,200	\$ 1,121	2,200	2,500
Fees, permits, certifications, leases	28,000	\$ 29,245	29,245	31,300
Training, education, travel	3,120	\$ 508	3,120	3,120
Insurance	129,006	\$ 81,368	129,006	153,748
Office supplies and miscellaneous	2,248	\$ 787	2,248	1,050
Utilities, communications, telemetry	458,000	\$ 216,624	458,000	383,450
Chemicals and lab supplies	180,380	\$ 140,186	180,380	242,920
Laboratory testing	26,043	\$ 23,590	26,043	31,453
Equipment maintenance and repair	19,420	\$ 19,607	19,607	35,850
Small equipment and rental	1,240	\$ 476	1,240	640
Sludge removal	22,340	\$ 19,495	22,340	25,990
Operating supplies	375	\$ 605	605	740
Vehicle maintenance, repair, fuel	17,520	\$ 5,184	17,520	8,980
Facility maintenance and repair	61,520	\$ 42,387	61,520	38,130
<i>Materials, Supplies, Services</i>	\$ 1,004,312	\$ 596,175	\$ 1,005,974	\$ 1,059,671
Long Term Debt	\$ 719,191	\$ 719,191	\$ 719,191	719,191
Land Lease	21,693	\$ 12,654	21,693	21,693
<i>Debt Service</i>	\$ 740,884	\$ 731,845	\$ 740,884	\$ 740,884
Capital Equipment	\$ 68,886	\$ 58,186	\$ 68,886	\$ -
Capital Projects	-	\$ -	-	-
Total Expenses	\$ 2,343,020	\$ 1,700,444	\$ 2,376,883	\$ 2,353,457
TOTAL NET REVENUE	\$ 394,359		\$ 364,157	\$ 520,569

DONNER SUMMIT PUBLIC UTILITY DISTRICT

**FISCAL YEAR 2024/2025 BUDGET
April 1, 2024**

ADMINISTRATION SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Program Revenue				
Service Fees	\$ -	\$ -	\$ -	\$ -
<i>Total Program Revenue</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
General Revenues				
Interest revenue	2,000	1,604	6,000	20,000
Other income	9,000	2,935	9,000	9,000
<i>Total General Revenues</i>	<u>\$ 11,000</u>	<u>\$ 4,539</u>	<u>\$ 15,000</u>	<u>\$ 29,000</u>
Total Revenues	\$ 11,000	\$ 4,539	\$ 15,000	\$ 29,000

DONNER SUMMIT PUBLIC UTILITY DISTRICT

**FISCAL YEAR 2024/2025 BUDGET
April 1, 2024**

ADMINISTRATION SUMMARY

	FY23-24 Budget	Actual 1/31/2024	FY23-24 Projected	FY24-25 Budget
Expenses				
Salaries	\$ 287,755	\$ 175,354	\$ 296,332	\$ 292,801
Overtime	\$ 3,522	\$ -	\$ -	\$ 3,536
Medical/Dental/Life Insurance	\$ 72,753	\$ 38,255	\$ 34,807	\$ 74,929
Long Term Disability	\$ 3,655	\$ 2,193	\$ 3,655	\$ 3,655
Retirement	\$ 27,926	\$ -	28,172	\$ 28,486
Clothing	\$ 400	\$ -	400	\$ 400
Payroll Tax	\$ 24,030	\$ 12,652	\$ 24,030	\$ 24,448
W/C Insurance	\$ 1,905	\$ 1,307	\$ 1,905	\$ 4,322
<i>Salaries & Benefits</i>	\$ 421,946	\$ 229,760	\$ 389,301	\$ 432,577
Board Expense	72,245	\$ 42,898	73,539	73,600
<i>Board Expense</i>	\$ 72,245	\$ 42,898	\$ 73,539	\$ 73,600
Professional fees	111,600	\$ 80,818	111,600	100,700
Dues and subscriptions	11,400	\$ 8,671	11,400	11,720
Fees, permits, certifications, leases	13,240	\$ 12,655	13,240	18,980
Training, education, travel	3,000	\$ 1,100	3,000	3,000
Insurance	11,411	\$ 7,051	11,411	13,600
Office supplies and miscellaneous	9,000	\$ 4,576	9,000	9,000
Utilities, communications, telemetry	34,871	\$ 20,030	34,871	39,190
Chemicals and lab supplies	-	\$ -	-	-
Laboratory testing	-	\$ -	-	-
Equipment maintenance and repair	-	\$ -	-	-
Small equipment and rental	-	\$ 282	282	-
Sludge removal	-	\$ -	-	-
Operating supplies	2,080	\$ 2,017	2,080	2,700
Vehicle maintenance, repair, fuel	-	\$ -	-	-
Facility maintenance and repair	10,280	\$ 1,390	10,280	8,780
<i>Operating Expenses</i>	\$ 206,882	\$ 138,590	\$ 207,164	\$ 207,670
<i>Debt Service</i>	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ 7,500	\$ -	\$ 7,500	\$ 7,500
Capital Projects	-	\$ -	-	-
Total Expenses	\$ 708,573	\$ 411,248	\$ 677,504	\$ 721,347
TOTAL NET REVENUE	\$ (697,573)		\$ (662,504)	\$ (692,347)

DONNER SUMMIT PUBLIC UTILITY DISTRICT
FISCAL YEAR 2024/2025 BUDGET
Expense Detail
April 1, 2024

Description	Department				Total Budgeted
	Water (30)	Sewer (40)	WWTP (42)	Admin (50)	
Board Expense					
Meeting Stipend				\$ 15,900	\$ 15,900
Health Stipend				48,800	48,800
Payroll Taxes				6,200	6,200
Board Meeting Food				1,100	1,100
Training & Travel				1,500	1,500
Worker's Comp				100	100
TOTAL - Board Expense	\$ -	\$ -	\$ -	\$ 73,600	\$ 73,600
Professional Services					
Legal				\$ 7,200	\$ 7,200
Auditors				32,500	32,500
Bookkeeping				36,000	36,000
Public Outreach/Webmaster				5,000	5,000
GIS Subscription & Support				10,000	10,000
Utility Billing Software				5,000	5,000
WWTRP Permit (ROWD)			80,000		80,000
IT Services				5,000	5,000
General Engineering			19,800		19,800
TOTAL - Professional Services	\$ -	\$ -	\$ 99,800	\$ 100,700	\$ 200,500
Dues					
Local Agency Formation Commission				\$ 3,520	\$ 3,520
California Special District Association				8,200	8,200
California Rural Water Association	680				680
Underground Service Alert			600		600
After Hours Answering Service			700		700
California Water Environt Association			1,200		1,200
TOTAL - Dues	\$ 680	\$ -	\$ 2,500	\$ 11,720	\$ 14,900

DONNER SUMMIT PUBLIC UTILITY DISTRICT
FISCAL YEAR 2024/2025 BUDGET
Expense Detail
April 1, 2024

Description	Department				Total Budgeted
	Water (30)	Sewer (40)	WWTP (42)	Admin (50)	
Fees, Permits, Leases					
US Forest Service Permit	\$ 50		\$ 8,100	\$ 1,050	\$ 9,200
Copier Lease				3,730	3,730
Postage Meter Rental				1,300	1,300
Bank Fees (Incl Payroll)				12,900	12,900
Water & Distribution Certifications	1,000				1,000
Department of Health Services	1,000				1,000
Nevada County	2,000		3,300		5,300
SWRCB	4,000	-	19,500		23,500
Big Bend SWRCB	1,400				1,400
Division Dam Safety	8,100				8,100
USA Dig Alert	630	230			860
AQMD		230	400		630
TOTAL - Fees, Permits, Leases	\$ 18,180	\$ 460	\$ 31,300	\$ 18,980	\$ 68,920
Training and Education					
Classes, seminars, conferences	\$ 700	\$ 300	\$ 3,120	\$ 3,000	\$ 7,120
Travel	300				300
TOTAL - Training and Education	\$ 1,000	\$ 300	\$ 3,120	\$ 3,000	\$ 7,420
Utilities, Communications					
Electricity (5825)	\$ 52,900	\$ 25,950	\$ 261,250	\$ 29,100	\$ 369,200
Big Bend Electricity (5825)	\$ 1,650				\$ 1,650
Propane (6825)			\$ 113,200		113,200
Phones (6675)	\$ 750		\$ 9,000	\$ 4,500	14,250
Big Bend Phones (6675)	\$ 1,440				\$ 1,440
Postage (6700, 6701)				2,340	2,340
Website				3,250	3,250
TOTAL - Utilities, Communications	\$ 56,740	\$ 25,950	\$ 383,450	\$ 39,190	\$ 505,330

DONNER SUMMIT PUBLIC UTILITY DISTRICT
FISCAL YEAR 2024/2025 BUDGET
Expense Detail
April 1, 2024

Description	Department				Total Budgeted
	Water (30)	Sewer (40)	WWTP (42)	Admin (50)	
Chemicals & Lab Supplies					
Hach Company					\$ -
Thatcher	10,100		168,800		178,900
USA Bluebook	8,340		11,420		19,760
Grainger					-
Univar					-
EOSi (Micro C)			62,700		62,700
JenFitch					-
TOTAL - Chemicals & Lab Supplies	\$ 18,440	\$ -	\$ 242,920	\$ -	\$ 261,360
Equipment Maintenance & Support					
Snow Removal Equipment Rental	\$ 22,750	\$ 22,750			\$ 45,500
USA Bluebook	\$ 5,100				\$ 5,100
Various Vendors	\$ 11,100	\$ 600	\$ 23,200		\$ 34,900
Grainger			\$ 2,650		\$ 2,650
Holt Generator Servicing	\$ 1,720		\$ 10,000		\$ 11,720
TOTAL - Equipment Maintenance & Support	\$ 40,670	\$ 23,350	\$ 35,850	\$ -	\$ 99,870
Operating Supplies					
ALSCO (Rags & Coveralls)	\$ 740	\$ 2,220	\$ 740		\$ 3,700
Zoom & Adobe Subscriptions				\$ 2,700	\$ 2,700
TOTAL - Operating Supplies	\$ 740	\$ 2,220	\$ 740	\$ 2,700	\$ 6,400
Infiltration - Inflow					
Video and Clean Various Sewer Mains		\$ 33,100			\$ 33,100
TOTAL - Infiltration & Inflow	\$ -	\$ 33,100	\$ -	\$ -	\$ 33,100
Vehicle Maintenance & Repair					
Fuel	\$ 4,100	\$ 12,200	\$ 380		\$ 16,680
Repair			\$ 8,600		\$ 8,600
TOTAL - Vehicle Maintenance & Repair	\$ 4,100	\$ 12,200	\$ 8,980	\$ -	\$ 25,280

DONNER SUMMIT PUBLIC UTILITY DISTRICT
FISCAL YEAR 2024/2025 BUDGET
Expense Detail
April 1, 2024

Description	Department				Total Budgeted
	Water (30)	Sewer (40)	WWTP (42)	Admin (50)	
Facility Maintenance & Repair					
Pest Control				\$ 780	\$ 780
Office Cleaning Service				\$ 3,000	\$ 3,000
On-Call Access Road/Snow Maintenance	\$ 5,000	\$ 5,000			\$ 10,000
General Building Maintenance (contract)	\$ 3,000		\$ 2,000	\$ 5,000	\$ 10,000
Grainger	\$ 1,600	\$ 1,220	\$ 7,010		\$ 9,830
Mountain Hardware	\$ 40		\$ 3,630		\$ 3,670
Sierra Mountain Pipe	\$ 2,280		\$ 3,570		\$ 5,850
Xylem			\$ 8,000		\$ 8,000
USA Bluebook	\$ 2,200	\$ 6,100	\$ 400		\$ 8,700
EMCOR			\$ 9,500		\$ 9,500
Various Vendors	\$ 5,600		\$ 4,020		\$ 9,620
TOTAL - Facility Maintenance & Repair	\$ 19,720	\$ 12,320	\$ 38,130	\$ 8,780	\$ 78,950
CAPITAL ACQUISITION					
	Water (30)	Sewer (40)	WWTP (42)	Admin (50)	
Replace Firewall, File Server, Admin PC				\$ 7,500	\$ 7,500
TOTAL - Capital Acquisition	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500
TOTAL	\$ 160,270	\$ 109,900	\$ 846,790	\$ 266,170	\$ 1,383,130

**DONNER SUMMIT PUBLIC UTILITY DISTRICT
FISCAL YEAR 2024/2025 BUDGET ADDITIONS**

Expense Detail

April 1, 2024

Description	Department				Total Budgeted
	Water (30)	Sewer (40)	WWTP (42)	Admin (50)	
Professional Services					
Lake Angela Water Quality Assessment	40,000				40,000
Software (Agenda Management)				6,250	6,250
Big Bend Water Fee Update	22,540				22,540
Sewer Infrastructure Fee Update				20,500	20,500
TOTAL - Professional Services	\$ 62,540	\$ -	\$ -	\$ 26,750	\$ 89,290
Facility Maintenance & Repair					
Lake Angela Weir Repairs and Crack Seal	\$ 35,000				\$ 35,000
Seal Coat WWTP Asphalt			\$ 25,000		\$ 25,000
Soda Ash Fill & Influent Pipe Repair			\$ 9,500		\$ 9,500
RAS Electrical Repairs			\$ 10,000		\$ 10,000
TOTAL - Facility Maintenance & Repair	\$ 35,000	\$ -	\$ 44,500	\$ -	\$ 79,500
CAPITAL ACQUISITION					
Headworks Heater			\$ 25,000		\$ 25,000
Walk behind snowblowers (2)			\$ 8,500		\$ 8,500
Boreal Pump Station Pumps (2)	\$ 12,000				\$ 12,000
1/2 Ton Pickup	\$ 50,000				\$ 50,000
TOTAL - Capital Acquisition	\$ 62,000	\$ -	\$ 33,500	\$ -	\$ 95,500
TOTAL	\$ 159,540	\$ -	\$ 78,000	\$ 26,750	\$ 264,290

**DONNER SUMMIT PUBLIC UTILITY DISTRICT
FISCAL YEAR 2024/2025 BUDGET ADDITIONS**

Expense Detail

April 1, 2024

Description	Department				Total Budgeted
	Water (30)	Sewer (40)	WWTP (42)	Admin (50)	
CAPITAL PROJECTS					
Radio System Upgrade	\$ 9,000	\$ 41,000			\$ 50,000
Tank Recoating	\$ 105,000				\$ 105,000
Boreal Pump Station Repairs	\$ 20,000				\$ 20,000
Boreal Pump Station Backup Generator	\$ 80,000				\$ 80,000
Lake Angela Dam Tendon Tensioning & Repair	\$ 120,000				\$ 120,000
Big Bend Water System Rehab Phase 1 PDR	\$ 25,500				\$ 25,500
TOTAL - Capital Projects	\$ 359,500	\$ 41,000	\$ -	\$ -	\$ 400,500
TOTAL	\$ 519,040	\$ 41,000	\$ 78,000	\$ 26,750	\$ 664,790