

**CALAVERAS PUBLIC UTILITY DISTRICT  
506 W. St. Charles, Street San Andreas, CA 95249**

**BOARD OF DIRECTORS SPECIAL MEETING: 6:00 PM  
September 19, 2022**

President J.W. Dell 'Orto  
President of the Board

Director Richard Blood  
Director Jack Tressler

Director Brady McCartney

Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors at the District Office. Due to space limitations in the Board meeting room and in light of the continuing pandemic, we encourage the public to attend remotely as follows:

- **Join the Conference Call meeting**
- **Dial-in number (US): 1(669)900-9128**
- **Join the online ZOOM meeting:**  
<https://us02web.zoom.us/j/81429458987?pwd=RjRsTStVMUxxT1VTMjhQaTRSSjQxdz09>
- **Meeting ID: 814 2945 8987**
- **Meeting Passcode code: 647802**

*Please mute your call before joining. This will limit technical difficulties with audio. Only unmute your call if the President has requested public comment on an item. Upon completing your comments, please mute your call again. Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller. Do not talk over the top of any other callers. Conversations must be one at a time.*

**AGENDA**

**1. CALL THE MEETING TO ORDER**

**2. ROLL CALL OF DIRECTORS**

- a. President J.W. Dell 'Orto
- b. Director Richard Blood
- c. Director Brady McCartney
- d. Director Jack Tressler

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENT (Limit: 3 min/person)**

*At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with staff to*

*place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to 3 minutes per person.*

5. **RESOLUTION NO. 2022-27: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT FOR THE PERIOD SEPTEMBER 19, 2022 TO OCTOBER 19, 2022, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

Action Requested: Roll Call Vote

Approval of Resolution No. 2022-27 Declaring and Re-ratifying the State of Emergency and Authorizing Remote Teleconference Meetings of the Board of Directors Due to the Covid-19 Emergency.

**ITEMS FOR BOARD DISCUSSION AND/OR ACTION**

*Board action may occur on any identified agenda item. Any member of the public may directly address the Board on any identified agenda item of interest, either before or during the Board's consideration of that item.*

6. **CLOSED SESSION**  
**CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)**  
*CPUD designated representatives: Travis Small, General Manager and Adam Brown, General Counsel*  
*Employee organization: SEIU Local 1021*
7. **CONSIDERATION OF APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CALAVERAS PUBLIC UTILITY DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)**  
Action Requested: Roll Call Vote
  - a. Review Final MOU
8. **ANNUAL AUDIT ENGAGEMENT LETTER**  
Action Requested: Roll Call Vote
  - a. Approve the professional services agreement with Larry Bain, CPA, An Accounting Firm, to complete the annual financial audit at a cost not to exceed \$9,800.
9. **CLEARWELL TANK PROJECT PHASE II**  
Action Requested: Roll Call Vote
  - a. Review and approve Contract Change Order No. 2

## 10. **ADJOURNMENT**

If there is no other Board business the President will adjourn to its next regular meeting scheduled for October 11, at 3:00 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CPUD for review by the public.

**RESOLUTION NO. 2022-27**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RERATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT FOR THE PERIOD SEPTEMBER 19, 2022 TO OCTOBER 19, 2022 PURSUANT TO BROWN ACT PROVISIONS.**

WHEREAS, the Calaveras Public Utility District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s Board of Directors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s Board of Directors conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-10 on September 27, 2021, finding that the requisite conditions exist for the District’s Board of Directors to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, the Board of Directors reconsidered the circumstances of the state of emergency that exists in the District and adopted Resolution No. 2022-27 reaffirming the continued state of

emergency in the District and reauthorizing remote meetings of Board of Directors meetings through October 19, 2022; and

WHEREAS, emergency conditions persist in the District, specifically, the State of Emergency declared by the Governor on March 4, 2020 due to the Covid-19 pandemic; and

WHEREAS, guidance from the State of California, which has been followed by the Calaveras County Department of Public Health, recommends or mandates social distancing and face coverings in certain settings to prevent the spread of Covid-19; and

WHEREAS, the Board of Directors does hereby find that that the rise in SARS-CoV-2 Delta Variant during the Covid-19 pandemic has caused, and will continue to cause, conditions dangerous to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the Board of Directors of the District shall continue to conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District has implemented virtual meeting protocols which comply with the requirements of paragraph (2) of subdivision (e) of section 54953, by providing for public participation through online meeting attendance and the opportunity to provide comment during the Board meeting both verbally or via email.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CALAVERAS PUBLIC UTILITY DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and Covid-19 has caused, and will continue to cause, an unreasonable risk of harm to the safety of persons within the District that are likely to be beyond the control of the services, personnel, equipment and facilities of the District.

Section 3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager and Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of

this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) September 19 2022, or such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Directors of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the Calaveras Public Utility District this 19th day of September, 2022, by the following vote:

AYES:

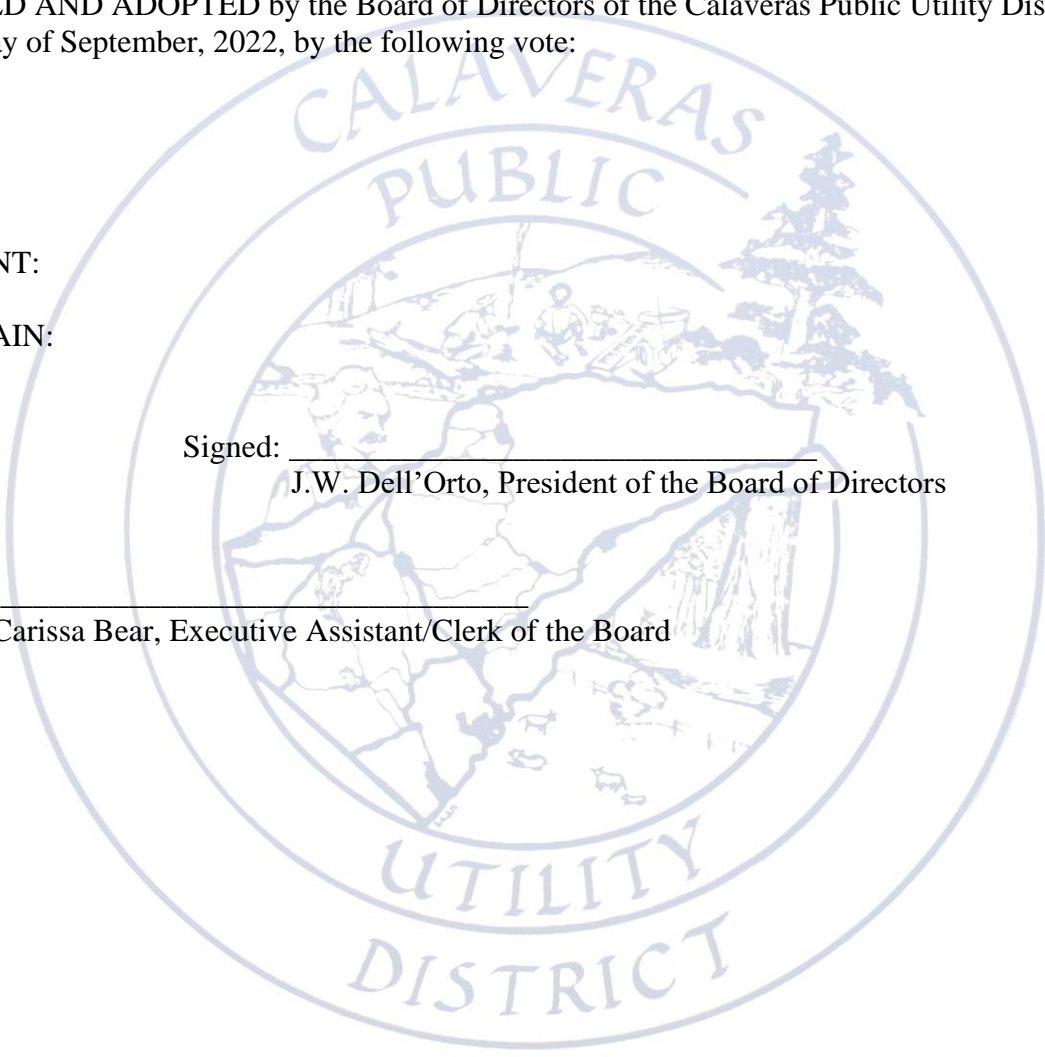
NOES:

ABSENT:

ABSTAIN:

Signed: \_\_\_\_\_  
J.W. Dell'Orto, President of the Board of Directors

Attest: \_\_\_\_\_  
Carissa Bear, Executive Assistant/Clerk of the Board





**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CALAVERAS PUBLIC UTILITY DISTRICT**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

Section 1. Term: The Term of the Memorandum of Understanding (MOU) is August 1, 2022 through June 30, 2027.

The terms and conditions contained herein cannot be unilaterally changed by one party or the other during the term of the MOU unless a state or federal law impacts one of the sections, then the parties shall meet to negotiate any mandated changes.

Section 2. Recognition: The District recognizes SEIU Local 1021 (hereinafter the "Union") as the exclusive bargaining representative for all full-time and part-time positions listed below (the "Bargaining Unit"):

Customer Service Representative  
Clerk of the Board of Directors/Executive Assistant  
Water Distribution/Treatment Operator I, II, III, IV  
Chief Treatment Plant Operator  
Water System Superintendent

The District and Union agree than any new classifications (Full or Part Time) that may be added or created by the District or through the course of collective bargaining be subject to negotiations to determine whether placement into the bargaining unit is appropriate.

Due to the nature of the Water System Superintendent position, this position cannot be a Steward nor can it be a Bargaining Team Representative. It is also acknowledged that the Water System Superintendent may have benefits that differ from those that are in the MOU.

Section 3. Employee Handbook/District Policies: All District policies and sections of the District Handbook are hereby incorporated into the MOU. Where there are discrepancies between the two, the language of the MOU shall be the controlling language. Where there is no conflict, the Handbook language is the controlling language.

Section 4. Strike: No strike, work stoppage, work slowdown, or other refusal or failure by employees of the District to fully and faithfully perform their job functions and responsibilities shall be permitted. There shall be no other interference of a similar or related nature with the operations of the District by the Union, or by its officers, agents, or members during the term of this MOU, including Union compliance with the request of another employee organization to engage in such activity.

Section 5. Bargaining Unit Work: Bargaining Unit work is work that is defined as being in the job descriptions of the Bargaining Unit members. There shall be no contracting out of Bargaining Unit work, with the following exceptions:

- a. Insufficient staffing to get a particular project completed;
- b. Unsafe conditions that require additional staff or equipment that staff are unable to operate;
- c. The need for special skills that no member of the Bargaining Unit possesses;
- d. Equipment required for a particular job that the District does not have and can only be operated by the owner of such equipment; and
- e. In case of emergencies.

Section 6. Union Rights :

- A. Union Communications: The Union shall have the use of one bulletin board per District location for the posting of Union information. The Union Representative or designated employee will maintain the board(s). The Union shall also have the right and ability to send email communications to designated Union Stewards for the purposes of communicating information.



- B. Use of Facilities: The Union shall be afforded the use, without charge, of District meeting rooms at reasonable times for Union matters. The use of rooms shall not interfere with the business of the District.
- C. Union Negotiating Representatives: The District shall allow for up to two (2) employees paid release time for formal negotiations with the District for the purposes of negotiating a Memorandum of Understanding and any successor agreements. Release time shall include a minimum of 1 hour prior to and 1 hours after each mutually agreed upon negotiation session. The Union will notify the District in writing the names of employees who will participate.
- D. Shop Stewards: The District recognizes the right of the Union to select two (2) Union Stewards. The Union will notify the District in writing of who these employees are, and also when changes to the list occur. Shop Stewards will obtain permission, whenever practicable, from their immediate supervisor prior to conducting Union business while on duty. Shop Stewards will allow an adequate amount of time to inform new employees, at the District onboarding process, of Union policies and procedures. The District will notify the Union of the date and time of the employers onboarding meeting with any newly hired employees.
- E. Right to Representation: All members of the SEIU bargaining unit have the right to the presence and representation of a Shop Steward or Union Field Representative in all investigative meetings which could lead to discipline.
- F. Access of Union Representatives: Field staff employed by SEIU 1021 shall be permitted to visit all properties where employees of the bargaining unit perform work for the purpose of observing conditions under which employees are working. Such visits will not unduly interrupt or disrupt normal working operations. Union Representatives will notify the District of their intent to visit the workplace.
- G. Deductions: SEIU shall have the exclusive right to payroll deduction for its members in this unit, including regular dues and employee benefit

program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. Except as otherwise provided in this Memorandum, payroll deductions shall be made only upon the revocable written authorization of the individual employee.

A continuation of SEIU payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

- H. Joint Labor Management Committee: Upon request by either the District or the Union, Joint Labor meetings will be held. These meetings shall be held at least monthly if needed.

#### Section 7. Union Participation in New Hire Orientation (AB 119):

The District shall provide ten (10) days' notice in advance of new hire orientation or onboarding via email to the Union's designated recipient(s) with the date, time and location of the new hire orientation. The District shall authorize paid release time for one (1) Union designee to meet with the employee(s) without loss of compensation.

The District agrees that each newly hired employee shall participate in a mandatory and in-person on-boarding meeting, as small as one individual, within the first seven (7) calendar days from the date of hire during regular working hours and onsite without loss in compensation. The Union shall have the right to access and use the Employer's facilities during this on-boarding meeting.

Each newly hired employee, as part of her or his in person on-boarding meeting, shall be required to attend a mandatory thirty (30) minute session, conducted by a representative of the Union, without the presence of Management, at the start of any on-boarding meeting without loss of compensation. Any newly hired employee who does not attend the session conducted by the Union shall be required to attend a mandatory in person

make up session during regular working hours and onsite without loss of compensation. The makeup session shall be arranged and conducted by a representative of the Union. The employer shall notify the employee in writing at least forty eight (48) hours in advance that the employee's attendance is required.

To the extent that the information is available on file, the District shall provide to the Union:

- (1) name;
- (2) job title;
- (3) department;
- (4) work location;
- (5) work telephone number;
- (6) home telephone number;
- (7) personal cellular phone number;
- (8) personal email address; and
- (9) home address of any new employee in the bargaining unit within thirty (30) days of hire.

The District will provide the Union with a list of this information for all employees in the Bargaining Unit via digital file each pay period.

Section 8. New Employee Probation: All new employees hired by the District shall serve an introductory period of twelve (12) months. This shall only be increased by any time taken off that is in an unpaid status. Once an employee has completed their initial twelve (12) month introductory period, the employee shall be considered to be in a "regular" status in the District.

All employee currently employed as of November 19, 2019 shall be considered regular employees.

Section 9. Evaluations:

During an employee's introductory period, employees shall be given evaluations at the following intervals:

3 months  
6 months  
9 months  
Anniversary of their hire date

Regular employees should receive evaluations yearly, no later than their anniversary date.

Any evaluation that is less than satisfactory shall include a plan of improvement that is clear and measurable.

A satisfactory evaluation that is not done by the employee's anniversary date for the purposes of moving through the salary scale shall not impact the employee's progressing to the next step in the salary scale.

Section 10. Posting of Vacant Positions: The District shall post any newly created or newly vacant positions within the bargaining unit for a period of three (3) days. After that period, the District may post the position publicly for the purposes of receiving applications to fill the position.

Section 11. Work Above Class:

Any employee who performs routine work in a higher classification due to vacancy (not including routine time off or vacation coverage) shall be compensated an additional 5% of base wage for the time spent working above class.

Section 12. Layoff/Recall:

Should any member of the Bargaining Unit be laid off due to lack of funds or lack of work, the employee shall be placed on a recall list for that position, or a similar position, for a total of one (1) year.

Employees shall also be granted one (1) week of severance pay for each year that they have been employed for the District up to a maximum of ten (10) years.

#### Section 13. Use of District Vehicles:

Use of District vehicles outside of normal working hours is prohibited. Exceptions which can be made at the General Manager's discretion include, but are not limited to, inclement weather conditions, safety, attending educational courses or training and attendance at a conference.

#### Section 14. Safety Conditions at the Worksite(s):

- A. No employee shall be required to work with unsafe equipment or under unsafe circumstances. The District and Union agree to cooperate in placing in effect and maintaining safety rules and practices that will eliminate hazards and ensure safe working conditions at all times.
- B. Safety Equipment: With the exception of items of personal clothing, the District agrees to provide such health and safety equipment as may be required by the District or by State/Federal law, rule, regulation or order. Employees must use the equipment provided. Employees are required to return the safety equipment to the District upon termination, or upon request of the District.

Any employee required to work in a hazardous condition, as specified by state or federal OSHA regulations, shall wear suitable protective safety boots, safety shoes, or other approved protective equipment. Employees required to wear foot protection may elect the option of wearing safety boots or shoes approved by the District.

The District shall supply the appropriate Personal Protective Equipment (PPE) for all employees to maintain a safe work space.

- C. Alternate Equipment: Employees may furnish, at their own cost, and use enhanced or upgraded safety and health equipment upon written approval by the District.
- D. Equipment Reimbursement: The District will reimburse up to \$600 per employee per year for the purchase of the following items in any combination at the employee's discretion, provided they are appropriate to the work place and the employee's job classification: boots, pants, work socks, belts and suspenders. An employee seeking reimbursement must present a receipt which itemizes the article purchased and the cost for each.
- E. Work Related Injury or Illness: In the event of injury or illness arising out of employment with the District, an employee incurring such injury or illness shall notify his/her immediate supervisor of the injury or illness immediately or as soon as practicable in accordance with District policy. CPUD Employee Handbook Section 6A shall be the controlling provision for this section.
- F. Unsafe Equipment/Conditions: As soon as practicable, an employee shall notify his/her immediate supervisor about any unsafe equipment or unsafe working condition. The immediate supervisor shall investigate any such claims and shall advise the affected employee(s) of any corrective action to be taken. If the employee still believes that the situation is unsafe, the matter shall be referred to a Joint Labor-Management Committee for discussion and resolution.
- G. Right to Refuse Unsafe Work: No employee shall be disciplined for having refused to work with equipment or under conditions that she/she believes are a danger to his/her life or the life of others.

Employees are to use the Job Hazard Analysis form to complete and address investigation for recommendation of corrective action.

## Section 15. Vacation:

Employees shall accrue vacation on an annual basis as follows:

- Less than 5 years of continuous service: 80 hours per year;
- 5 years but less than 10 years: 120 hours per year;
- 10 years but less than 15 years: 160 hours per year;
- 15 years but less than 25 years: 200 hours per year;
- More than 25 years: 240 hours per year.

All vacation pay shall be at the employee's regular base rate of pay. Employee's vacation is accrued per pay period.

Employees may accrue up to a maximum of two times their annual accrual. If an employee exceeds the maximum vacation accrual, the employee must take enough vacation hours within nine (9) months from the date the accrual cap is exceeded to bring the employee's accumulated vacation hours at or under that employee's applicable maximum accrual cap.

Employees are eligible cash out up to forty (40) hours of vacation per calendar year, provided that they will have a minimum of eighty (80) hours vacation remaining after cash out. Eligible employees electing this option must submit a request to the General Manager before payroll time cards are due and indicate a pay-out date.

Vacation time may be requested after it is accrued. Vacation time will not be granted for any time requested but not accrued. All vacation requests must be submitted to the District General Manager or designee for approval prior to being taken. In the case where two or more employees request the same period of time off, preference will be given to the employee who has submitted their request first, and in the case of requests being submitted simultaneously, the more senior employee's request shall have preference.

At termination of employment with the District, all accrued vacation time shall be paid out to the employee.



## Section 16. Leave:

Sick Leave- Employees shall earn sick leave at the rate of four (3.7) hours per pay period (which is equal to one day per month). Employees can accrue up to ninety six (96) hours per year. Employees will not accrue sick leave if in an unpaid status. There is no cap to how much sick leave can be accrued.

Sick leave with pay shall be granted upon approval of the District General Manager, or designee, for absence from work due to illness, non-industrial injury, and quarantine due to exposure to a contagious disease, serious illness or death of a spouse/significant other or member of the immediate family (in coordination with Bereavement Leave) or pregnancy, childbirth or related medical condition. In addition, if completion of Request for Time Off form is provided, the District General Manager, or designee, may grant sick leave for dentist and doctor appointments and prescribed sickness prevention measures.

If the District General Manager, or designee, requires proof of absence, this must be made known to the employee at the time the employee requests the time off, and shall be furnished upon return to work.

In order to receive compensation while on sick leave, the employee shall notify the District General Manager, or designee, prior to the beginning of the employees scheduled shift. The District shall establish, in writing, how this should be done. If an employee is to miss more than one (1) day due to illness, the employee shall notify the District each day they are to be off. If possible, the employee shall notify the District the day prior to returning to work (in the case of multiple day absences).

Sick leave is not a privilege that an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or family member. Use of sick leave to care for immediate family members shall not extend beyond a period of five (5) consecutive working

days or a total of six (6) days in a calendar year, unless approved by the District Manager or designee.

Up to two (2) days of sick leave may be used to augment bereavement leave upon approval of the District General Manager or designee. Sick leave may not be used in lieu of vacation leave.

If an employee has an injury or illness which entitles him/her to compensation payments from the District under the provisions of Workers' Compensation law, and if the employee, as a result of this injury or illness, is unable to perform the duties of his/her employment, the employee shall receive his/her regular salary up to the amount of accumulated sick leave.

No payment for sick leave shall be made to any employee for unused sick leave accrued to his/her credit at the time of termination of employment for reasons other than retirement. Employees who retire in accordance with the District's CalPERS contract, and are in good standing, shall extend their service credit for accrued sick leave as provided in the PERS contract.

Employees may voluntarily elect to donate paid leave hours, including sick leave and vacation leave, to another employee, if the employee or the employee's immediate family has a serious illness or injury that requires ongoing treatment or care. Said leave shall be considered equivalent irrespective of rates of pay.

- All requests to donate paid leave must be in writing and shall be subject to the approval of the District General Manager or designee. Satisfactory verification by a medical provider may be required prior to approval of any donation of paid leave hours.
- Both the donating and receiving employee must not have been counseled for excessive absenteeism or sick leave abuse within the twelve (12) months prior to requesting the donation.
- The donating employee must retain no less than one hundred sixty (160) hours of paid leave in the category of leave that they choose to donate.

- The receiving employee must have no more than forty (40) hours of accrued leave in the category that they are to receive donated hours.
- A leave of absence without pay may be granted for illness or other reasons after accrued sick leave and vacation leave have run out as set forth in the Leave of Absence section of this Memorandum of Understanding.

Bereavement Leave- In the event of a death in an employee's immediate family, (mother, father, step-mother, step-father, spouse, mother-in-law, father-in-law, domestic partner, son, daughter, brother, sister, step child, child for whom the employee is the legal guardian, grandchild, grandparents) an employee shall be granted bereavement leave to attend the funeral. Said bereavement leave is defined as a maximum of three (3) consecutive calendar days. The employee shall be paid their regular rate of pay for any scheduled work time lost during such leave. This is in addition to regular sick leave and vacation time. The employee will, at the time of the request, indicate their choice as to the day on which bereavement leave is to begin. The District General Manager or designee may require certification.

Jury/Witness Duty- An employee summoned for jury duty or subpoenaed as a witness will promptly notify the District main office of each scheduled work day that he/she will not be reporting to work while serving as a juror or witness. While performing juror/witness duty, he/she will be given paid leave of absence for the duration of said duty. Said paid leave of absence is conditional upon the employee returning to work upon dismissal each day to complete his/her remaining normal workday. Is it also conditional upon the employee's conveyance to the District of any compensation received as a juror or witness, not including any travel or meal allowance received.

Authorized Leave of Absence- The District General Manager, or designee, may grant a full-time employee a leave of absence without pay for up to sixty (60) calendar days. The Board of Directors may grant a leave of absence of greater length than sixty (60) calendar days. A written request for an extension of leave granted by the District General Manager must be submitted in writing no less than two (2) weeks before the end of the original leave.

A leave of absence may be taken in conjunction with, and at the conclusion of, an authorized use of vacation or sick leave. Employees on leave without pay do not accrue sick leave or vacation time. An employee who wishes to maintain any or all of their insurance benefits may do so by paying the premiums for the benefits for the period they are on the leave of absence without pay.

If an employee is disabled or otherwise injured or unable to work, the period of time that the employee is on disability and/or receiving benefits under the District's Workers' Compensation program, shall be considered a period of authorized leave without pay.

When an employee is granted leave without pay, it is with the understanding that, at the conclusion of the leave, the employee will be returned to his or her same or comparable position after the conclusion of the leave.

Unauthorized Absence- Unauthorized absence from work for three (3) consecutive working days shall be considered as a voluntary resignation. An unauthorized absence is a no-call or no-show for a scheduled shift.

After three (3) consecutive working days of unauthorized absence from work, the employee shall be notified in writing that the absence will be considered as a resignation. This notification shall be personally served on the employee or sent by registered mail to his/her last known address on file with the District.

#### Section 17. Holidays:

The following shall be recognized holidays:

New Year's Day	Martin Luther King, Jr. Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day

## Employee's Birthday (Floater)

Employees who are assigned to work on any designated holiday shall be compensated at time-and-a-half of their base hourly rate. Employees who do not work on the day will receive eight (8) hours of pay. If a holiday falls on the day off of an employee participating in an alternative work schedule under Section 18. C., below, the employee will be compensated for an entire nine (9) or ten (10) hour day, as appropriate.

If a holiday falls on a Saturday, the preceding Friday will be the designated holiday. If a holiday falls on a Sunday, then the following Monday will be the designated holiday.

Employee's Birthday is a floating Holiday that must be used in the Calendar Year of the Employee's Birthday. If at separation of employment, the employee has used the birthday floater, but has not passed the employee's birthday, then the District will deduct the equivalent hours of the Employee's Birthday floating holiday from the employee's vacation accruals at separation.

## Section 18. Hours of Work:

- A. **Work Week:** The work week shall consist of forty (40) hours within seven (7) consecutive days designated by the District. The forty (40) hour work week shall include all time in paid status (sick, vacation, holiday, comp).
- B. **Normal Hours:** The normal work day is eight (8) hours long, exclusive of an unpaid lunch break. Depending on the length of the lunch break, office hours shall be from 8:00 am to 4:30 pm. Field staff hours shall be 7:00 am to 3:30 pm. Permanent day off or schedule changes shall be in writing and based upon seniority between all qualified individuals at the work site. Work schedules shall not be altered as a disciplinary measure against any employee.
- C. **Alternative Work Schedule:** In lieu of the traditional work week consisting of five (5) eight (8) hour days in a forty (40) hour work week

described in Section 18. A, above, employees may participate in an alternative work schedule offered by the District, consisting of a 9/80 or 4/10 schedule. Under the 9/80 alternative work schedule, the employee will work four (4) nine (9) hour days within a seven (7) consecutive days, forty (40) hour work week, and will have one day off every other work week. Under the 4/10 alternative work schedule, the employee will work four (4) ten (10) hour days within a seven (7) consecutive days, forty (40) hour work week, and will have one day off every week. The General Manager has the sole discretion to determine which days off are available to participating employees and to coordinate alternative work schedules, in order to ensure uninterrupted coverage of District operations. Employees electing to opt in or opt out of an alternative work schedule must do so 30 days before the change is effective. The effective change date must be the first day of a pay period.

- D. District Board Meetings: Any employee mandated to work or attend CPUD Board Meetings will be compensated either for the exact time that they are at the meeting, or a minimum of four (4) hours, whichever is greater.
- E. Lunch Breaks/Rest Breaks: Each employee shall be entitled to an unpaid half hour or one hour lunch break at approximately the mid-point of their scheduled shift. Employees shall also receive two (2) fifteen-minute breaks per work day, one each in the morning and afternoon.
- F. Overtime: Any and all hours worked outside of the normal eight (8) hour work day (or outside of the normal nine (9) or ten (10) hour workday if the employee is participating in the District's optional Alternative Work Schedule) will be considered overtime. Overtime shall be paid at time-and-a-half of normal base salary. Any work in excess of twelve (12) hours in a single day shall be paid at two times the base hourly pay rate of the individual.
- G. Remote Working: Subject to the approval of the General Manager, taking into account the operational needs of the District, employees may work remotely depending on the suitability of their job classifications for remote

work. Whether, when and to what extent remote work may be authorized for an employee is in the sole and exclusive discretion of the General Manager, who may consider the following criteria in making such a determination:

- a. The work assignments or job duties of a nature that allow the employee to be away from the office, including risk factors associated with performing the job duties from a location separate from the District worksite.
- b. The employee has satisfactory performance ratings on current performance evaluation with no documented performance issues.
- c. The employee is able to work independently.
- d. The employee is able to manage time effectively as determined by the employee's supervisor.
- e. The nature of work which will be performed will not be adversely affected, including the need for, and amount of, interaction with the public, co-workers and subordinates required by the position.
- f. The ability or lack thereof to measure employee output or work product.

All overtime must be approved by a Department Head, Supervisor, or the General Manager, except in the case of an emergency where the employee uses their best judgement and expertise evaluating the issue while notifying one of the aforementioned.

#### Section 19. Wages:

The District shall provide cost of living adjustments to the base wage of bargaining unit employees for each year throughout the Term of this MOU as follows:

- 5% during the first year effective August 1, 2022;
- 4% during the second year effective July 1, 2023;
- 4% during the third year effective July 1, 2024;
- 3.5% during the fourth year effective July 1, 2025 and
- 3% during the fifth year effective July 1, 2026.



### Salary Steps-

All employees shall be paid according to the Salary Structure, attached as Appendix A to this MOU, with the following guidelines:

- Step A- Starting Pay when hired;
- Step B- Eligible 12 months from anniversary date of hire;
- Step C- Eligible 30 months from anniversary date of hire;
- Step D- Eligible 48 months from anniversary date of hire; and
- Step E- Eligible 66 months from anniversary date of hire.

Y-Rate – This classification applies to employees who are currently at a base pay that does not match their job classification. Salary steps are currently paid above the current highest step (Step E) for their job classification. Employees in a Y-Rate will not be increased until Step E of their job classification catches up to their current salary. In year one (1), a one-time differential payment will be made to any employee in a Y-Rate classification.

If any employee is hired into a step that is above Step A, all other similarly situated employees (excluding probationary employees) can request to be placed in the same step. The request will be reviewed by the General Manager and will be granted if the current employee has similar years of experience and certifications.

Each employee must receive a satisfactory performance evaluation and complete the above-required time of employment in order to advance to the next step.

All step increases must be approved by the District General Manager or designee prior to becoming effective. If this approval is delayed past the first pay period of the anniversary date of the employee, the step increase will be retroactive to the actual anniversary date.

## Certifications and Licenses

Employees who obtain a certification/license to perform the essential functions of their classification or that is required from the District, and who maintain those certifications/licenses shall receive-1.0 % additional pay above current step for each special license or certification. Certification/License pay will be paid for as long as employee maintains the license and/or certification. This special certification pay does not include Water Treatment or Water Distribution certifications issued by the Division of Drinking Water. Eligible certifications and licenses include the following:

- a. Commercial driver's license (Class A or B);
- b. Cross Connection Control;
- c. Backflow;
- d. Pesticide Spray;
- e. Notary;
- f. Water Use Efficiency Practitioner; and
- g. Any other certifications directly related to the employee's current position (subject to prior, written approval by the General Manager in his or her discretion).

One Time Additional Pay for Receiving Water Treatment and Water Distribution Certifications: The District will give a one time payment of \$500 for each Water Treatment or Water Distribution Certification that the employee receives while currently working for Calaveras Public Utility District.

### On Call/Stand By status-

Any employee of the District who is scheduled for On Call/Stand By status by the District shall be compensated according to the description below.

If an employee is required to work during this time, the employee will cease being in On Call/Stand By status and transition into overtime status. Overtime shall be paid for hours worked with a minimum of two (2) per call. The time shall start when the employee leaves their home and ends when they return.

Once the call is over, the employee will resume being in an On Call/Stand By status.

Employees who are scheduled to be On Call shall be compensated as follows:

1.5 times regular pay for 1 hour each on Monday through Friday; and

1.5 times regular pay for 2 hours each on scheduled days off (or recognized District Holiday as listed in Section 17 hereof). Compensated On Call Hours are not used in the Overtime Calculation for Double Time Compensation.

Employees who are in this status shall maintain a means of communication and be no more than forty-five (45) minutes from the District. Employees shall be provided a phone by the District for contact/work purposes only. Call back starts when the employee leaves home and ends when the employee returns home.

#### Section 20. Benefits:

**Health Insurance:** The District shall pay 100% of the current PERS Choice other Northern Health Insurance premium for the employee and employee's dependents. The District and the Union agree to meet and confer to amend this provision before December 1, 2022 to enable the District to enroll in lower cost, equivalent health insurance coverage from alternative providers.

**Health Insurance at Retirement:** Retiree medical insurance is available per the District's CalPERS contract under a vesting schedule (current schedule found in the District Handbook).

**Flexible Benefit Plan:** The District shall offer a Section 125 Flexible Benefit Plan that allows employees to set aside pre-tax dollars for Dependent Care or Medical Care reimbursement. The plan is optional for employees and the District does not make any type of contributions toward the plan. Plan options are effective annually in January of each year.

Retirement: Classic PERS members will maintain their retirement benefit of 2.7% at 55. All current percentage splits (employer/employee) shall remain as is during the life of this MOU.

New CalPERS members, as defined in PEPRA (Public Employees Pension Reform Act), will maintain their retirement benefit of 2% at 62, in accordance with AB 340. All current percentage splits (Employer/Employee) shall remain as-is during the life of this MOU.

Life Insurance: Life and Accidental Death and Dismemberment (AD&D) are provided to the employees, with 100% of the premiums paid by the District.

Dental/Vision Insurance: The District shall pay 100% of the premium for the employee and dependent premium costs. The District currently provides dental coverage through Delta Dental and vision coverage through Vision Service Plan (VSP). Coverage is provided effective on the first of the month following thirty (30) days of continuous employment. All employees and dependents are required to enroll.

457 Deferred Compensation Plan: The District shall offer employees the option to participate in this plan(s). Any contributions made by an employee shall be pre-tax contributions.

#### Section 21. Grievance Procedure:

SEIU Local 1021 and the Calaveras Public Utility agree that settling grievances at the lowest possible level is in the best interests of all concerned.

Informal Grievance: Any employee who believes that he/she has a grievance (violation of the terms of the MOU or the District Employee Handbook) shall present the evidence thereof orally or in writing to the District General Manager within five (5) working days after the employee knew, or reasonable should have known, of the circumstances that form the basis for the alleged grievance. The General Manager shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such evidence. The General Manager shall give his/her decision in writing to the employee, and a copy of the decision shall be placed in the employee's

personnel file. It is the intent of this information grievance procedure that at least one personal meeting be held between the employee and the General Manager, and that a written record of the informal grievance and resolution be retained.

Initiate Formal Grievance: If the informal grievance process has not resolved the matter to the employee's satisfaction, the grievant or representative must present his/her grievance in writing to the General Manager within five (5) working days after notification of the decision on the informal grievance. The Formal Grievance shall include the following:

- A concise statement of the grievance, including specific reference to any MOU section, law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
- The circumstances involved;
- The decision rendered by the immediate supervisor (if any) on the informal grievance;
- The specific remedy sought.

Formal Grievance Step 1:

Upon receipt of the Formal Grievance, the General Manager shall investigate the grievance; confer with the employee and the employee's duly authorized representative, in an attempt to resolve the grievance. The General Manager shall communicate his/her decision within five (5) working days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons for it, and will be transmitted promptly to all parties in interest. If the General Manager does not respond within five (5) working days, the grievant may appeal to the next level.

Formal Grievance Step 2:

If the employee is not satisfied by the decision rendered by the General Manager in Step 1, he/she may appeal the grievance no more than five (5) working days after receiving notification of that decision to the Board of Directors. The written appeal must include the informal grievance decision, the formal grievance and resulting decision, and a clear, concise statement of the reasons for the appeal to the Board of Directors.

Within ten (10) working days of receipt of the appeal, the Board President or his/her duly appointed representative shall meet with the employee and investigate the grievance prior to the Board of Directors meeting during which the employee's appeal will be considered. Following the hearing on the appeal, the Board of Directors shall provide a written statement of the Board's decision to all parties in interest within five (5) days after the hearing on the appeal. The goal of this step is to come to a mutually agreeable settlement of the grievance.

#### Grievance Rules:

If an employee does not follow the timelines listed for filing or appeals, then the grievance shall be deemed withdrawn.

Failure by the District to give the appropriate responses within the timelines listed shall entitle the employee to move their grievance to the next level. Timelines may be extended by mutual agreement.

#### Serious Discipline Appeals:

Serious Discipline shall be considered any disciplinary action that involves loss of pay, suspension, demotion or termination.

In issues involving serious discipline, the grievance procedure shall be followed through the first two (2) steps. Except for employees still in their twelve (12) month introductory period, if a regular employee is suspended for more than three (3) days, demoted more than one (1) pay step, or terminated from employment, and the disciplinary action implemented by the District remains disputed by the employee, the Union and District shall submit a joint letter to the State Mediation and Conciliation Service to obtain a list of arbitrators. If an arbitrator is not jointly selected, then an alternative strike method shall be used to choose the arbitrator.

#### Progressive Discipline:

The Union and District agree to utilize the Progressive Discipline process as follows:

Counseling or Verbal Warning

Written Warning

Suspension or Demotion

Termination

Section 22. Full Understanding, Modification, Waiver and Severability:

- A. Full Understanding. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety.
- B. No Interim Bargaining. It is agreed and understood that during the negotiations which culminated in this MOU each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this MOU. The parties agree, therefore, that unless expressly provided herein, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this MOU.
- C. Modification. Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions



contained in this MOU shall not be binding on the parties unless made and signed in writing by all of the parties to this MOU, and if required, approved and implemented by the General Manager and/or the Board of Directors.

- D. Waiver. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
  
- E. Severability. If, during the term of this MOU, there exists any applicable law, rule, regulation or order issued by governmental authority other than the District which shall render invalid or restrain compliance with, or enforcement of, any provisions of this MOU, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a provision of this MOU shall not invalidate any remaining provisions, which shall continue in full force and effect. In the event of such severance of a provision of this MOU, the District and the Union shall, within thirty (30) days of a request by either party, recommence meeting and negotiation upon a replacement, if any, for such severed provision.

Appendix A- Salary Scale: The Salary Scale attached hereto as Appendix A is hereby incorporated into this MOU. Whenever the Salary Scale is changed due to salary increases, the District and Union will both sign and date a new Appendix A and incorporate it in the MOU under this section.

Agreed to this 13th day of September, 2022 at San Andreas, California.

**SEIU Local 1021**

**CALAVERAS PUBLIC UTILITY DISTRICT**

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Wyatt Rovera  
Bargaining Unit Representative

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J.W. Dell'Orto  
Board President

---

Carissa Bear  
Bargaining Unit Representative

---

Travis Small  
General Manager

---

Dennis Mallory  
Regional Director, SEIU Local 1021

---

David Canham  
Executive Director, SEIU Local 1021

Calaveras Public Utility District  
Salary Structure  
Effective August 1, 2022  
5.0%

Range	Step A	Step B	Step C	Step D	Step E
1	\$16.61	\$17.44	\$18.31	\$19.23	\$20.19
3	\$17.44	\$18.31	\$19.23	\$20.19	\$21.21
4	\$18.31	\$19.23	\$20.19	\$21.21	\$22.27
5	\$19.23	\$20.19	\$21.21	\$22.27	\$23.39
6	\$20.19	\$21.21	\$22.27	\$23.39	\$24.55
7	\$21.21	\$22.27	\$23.39	\$24.55	\$25.79
8	\$22.27	\$23.39	\$24.55	\$25.79	\$27.07
9	\$23.39	\$24.55	\$25.79	\$27.07	\$28.44
10	\$24.55	\$25.79	\$27.07	\$28.44	\$29.86
11	\$25.79	\$27.07	\$28.44	\$29.86	\$31.36
12	\$27.07	\$28.44	\$29.86	\$31.36	\$32.92
13	\$28.44	\$29.86	\$31.36	\$32.92	\$34.58
14	\$29.86	\$31.36	\$32.92	\$34.58	\$36.30
15	\$31.36	\$32.92	\$34.58	\$36.30	\$38.10
16	\$32.92	\$34.58	\$36.30	\$38.10	\$40.01
17	\$34.58	\$36.30	\$38.10	\$40.01	\$42.02
18	\$36.30	\$38.10	\$40.01	\$42.02	\$44.11
19	\$38.10	\$40.01	\$42.02	\$44.11	\$46.31
20	\$40.01	\$42.02	\$44.11	\$46.31	\$48.63
21	\$42.02	\$44.11	\$46.31	\$48.63	\$52.85
22	\$44.11	\$46.31	\$48.63	\$52.85	\$55.48
23	\$46.31	\$48.63	\$52.85	\$55.48	\$58.26
24	\$48.63	\$52.85	\$55.48	\$58.26	\$61.17
25	\$52.85	\$55.48	\$58.26	\$61.17	\$64.22
26	\$55.48	\$58.26	\$61.17	\$64.22	\$67.44
27	\$58.26	\$61.17	\$64.22	\$67.44	\$70.80
28	\$61.17	\$64.22	\$67.44	\$70.80	\$74.35
29	\$64.22	\$67.44	\$70.80	\$74.35	\$78.08
30	\$67.44	\$70.80	\$74.35	\$78.08	\$81.96
31	\$70.80	\$74.35	\$78.08	\$81.96	\$86.08

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2023  
4.0%

Range	Step A	Step B	Step C	Step D	Step E
1	\$17.27	\$18.14	\$19.04	\$20.00	\$21.00
3	\$18.14	\$19.04	\$20.00	\$21.00	\$22.06
4	\$19.04	\$20.00	\$21.00	\$22.06	\$23.16
5	\$20.00	\$21.00	\$22.06	\$23.16	\$24.33
6	\$21.00	\$22.06	\$23.16	\$24.33	\$25.53
7	\$22.06	\$23.16	\$24.33	\$25.53	\$26.82
8	\$23.16	\$24.33	\$25.53	\$26.82	\$28.15
9	\$24.33	\$25.53	\$26.82	\$28.15	\$29.58
10	\$25.53	\$26.82	\$28.15	\$29.58	\$31.05
11	\$26.82	\$28.15	\$29.58	\$31.05	\$32.61
12	\$28.15	\$29.58	\$31.05	\$32.61	\$34.24
13	\$29.58	\$31.05	\$32.61	\$34.24	\$35.96
14	\$31.05	\$32.61	\$34.24	\$35.96	\$37.75
15	\$32.61	\$34.24	\$35.96	\$37.75	\$39.62
16	\$34.24	\$35.96	\$37.75	\$39.62	\$41.61
17	\$35.96	\$37.75	\$39.62	\$41.61	\$43.70
18	\$37.75	\$39.62	\$41.61	\$43.70	\$45.87
19	\$39.62	\$41.61	\$43.70	\$45.87	\$48.16
20	\$41.61	\$43.70	\$45.87	\$48.16	\$50.58
21	\$43.70	\$45.87	\$48.16	\$50.58	\$54.96
22	\$45.87	\$48.16	\$50.58	\$54.96	\$57.70
23	\$48.16	\$50.58	\$54.96	\$57.70	\$60.59
24	\$50.58	\$54.96	\$57.70	\$60.59	\$63.62
25	\$54.96	\$57.70	\$60.59	\$63.62	\$66.79
26	\$57.70	\$60.59	\$63.62	\$66.79	\$70.14
27	\$60.59	\$63.62	\$66.79	\$70.14	\$73.63
28	\$63.62	\$66.79	\$70.14	\$73.63	\$77.32
29	\$66.79	\$70.14	\$73.63	\$77.32	\$81.20
30	\$70.14	\$73.63	\$77.32	\$81.20	\$85.24
31	\$73.63	\$77.32	\$81.20	\$85.24	\$89.52

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2024  
4%

Range	Step A	Step B	Step C	Step D	Step E
1	\$17.96	\$18.87	\$19.80	\$20.80	\$21.84
3	\$18.87	\$19.80	\$20.80	\$21.84	\$22.94
4	\$19.80	\$20.80	\$21.84	\$22.94	\$24.09
5	\$20.80	\$21.84	\$22.94	\$24.09	\$25.30
6	\$21.84	\$22.94	\$24.09	\$25.30	\$26.55
7	\$22.94	\$24.09	\$25.30	\$26.55	\$27.89
8	\$24.09	\$25.30	\$26.55	\$27.89	\$29.28
9	\$25.30	\$26.55	\$27.89	\$29.28	\$30.76
10	\$26.55	\$27.89	\$29.28	\$30.76	\$32.29
11	\$27.89	\$29.28	\$30.76	\$32.29	\$33.91
12	\$29.28	\$30.76	\$32.29	\$33.91	\$35.61
13	\$30.76	\$32.29	\$33.91	\$35.61	\$37.40
14	\$32.29	\$33.91	\$35.61	\$37.40	\$39.26
15	\$33.91	\$35.61	\$37.40	\$39.26	\$41.20
16	\$35.61	\$37.40	\$39.26	\$41.20	\$43.27
17	\$37.40	\$39.26	\$41.20	\$43.27	\$45.45
18	\$39.26	\$41.20	\$43.27	\$45.45	\$47.70
19	\$41.20	\$43.27	\$45.45	\$47.70	\$50.09
20	\$43.27	\$45.45	\$47.70	\$50.09	\$52.60
21	\$45.45	\$47.70	\$50.09	\$52.60	\$57.16
22	\$47.70	\$50.09	\$52.60	\$57.16	\$60.01
23	\$50.09	\$52.60	\$57.16	\$60.01	\$63.01
24	\$52.60	\$57.16	\$60.01	\$63.01	\$66.16
25	\$57.16	\$60.01	\$63.01	\$66.16	\$69.46
26	\$60.01	\$63.01	\$66.16	\$69.46	\$72.95
27	\$63.01	\$66.16	\$69.46	\$72.95	\$76.58
28	\$66.16	\$69.46	\$72.95	\$76.58	\$80.41
29	\$69.46	\$72.95	\$76.58	\$80.41	\$84.45
30	\$72.95	\$76.58	\$80.41	\$84.45	\$88.65
31	\$76.58	\$80.41	\$84.45	\$88.65	\$93.10

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2025  
3.5%

Range	Step A	Step B	Step C	Step D	Step E
1	\$18.59	\$19.53	\$20.49	\$21.53	\$22.60
3	\$19.53	\$20.49	\$21.53	\$22.60	\$23.74
4	\$20.49	\$21.53	\$22.60	\$23.74	\$24.93
5	\$21.53	\$22.60	\$23.74	\$24.93	\$26.19
6	\$22.60	\$23.74	\$24.93	\$26.19	\$27.48
7	\$23.74	\$24.93	\$26.19	\$27.48	\$28.87
8	\$24.93	\$26.19	\$27.48	\$28.87	\$30.30
9	\$26.19	\$27.48	\$28.87	\$30.30	\$31.84
10	\$27.48	\$28.87	\$30.30	\$31.84	\$33.42
11	\$28.87	\$30.30	\$31.84	\$33.42	\$35.10
12	\$30.30	\$31.84	\$33.42	\$35.10	\$36.86
13	\$31.84	\$33.42	\$35.10	\$36.86	\$38.71
14	\$33.42	\$35.10	\$36.86	\$38.71	\$40.63
15	\$35.10	\$36.86	\$38.71	\$40.63	\$42.64
16	\$36.86	\$38.71	\$40.63	\$42.64	\$44.78
17	\$38.71	\$40.63	\$42.64	\$44.78	\$47.04
18	\$40.63	\$42.64	\$44.78	\$47.04	\$49.37
19	\$42.64	\$44.78	\$47.04	\$49.37	\$51.84
20	\$44.78	\$47.04	\$49.37	\$51.84	\$54.44
21	\$47.04	\$49.37	\$51.84	\$54.44	\$59.16
22	\$49.37	\$51.84	\$54.44	\$59.16	\$62.11
23	\$51.84	\$54.44	\$59.16	\$62.11	\$65.22
24	\$54.44	\$59.16	\$62.11	\$65.22	\$68.48
25	\$59.16	\$62.11	\$65.22	\$68.48	\$71.89
26	\$62.11	\$65.22	\$68.48	\$71.89	\$75.50
27	\$65.22	\$68.48	\$71.89	\$75.50	\$79.26
28	\$68.48	\$71.89	\$75.50	\$79.26	\$83.22
29	\$71.89	\$75.50	\$79.26	\$83.22	\$87.41
30	\$75.50	\$79.26	\$83.22	\$87.41	\$91.75
31	\$79.26	\$83.22	\$87.41	\$91.75	\$96.36

Calaveras Public Utility District  
Salary Structure  
Effective July 1, 2026  
3.0%

Range	Step A	Step B	Step C	Step D	Step E
1	\$19.15	\$20.12	\$21.10	\$22.18	\$23.28
3	\$20.12	\$21.10	\$22.18	\$23.28	\$24.45
4	\$21.10	\$22.18	\$23.28	\$24.45	\$25.68
5	\$22.18	\$23.28	\$24.45	\$25.68	\$26.98
6	\$23.28	\$24.45	\$25.68	\$26.98	\$28.30
7	\$24.45	\$25.68	\$26.98	\$28.30	\$29.74
8	\$25.68	\$26.98	\$28.30	\$29.74	\$31.21
9	\$26.98	\$28.30	\$29.74	\$31.21	\$32.80
10	\$28.30	\$29.74	\$31.21	\$32.80	\$34.42
11	\$29.74	\$31.21	\$32.80	\$34.42	\$36.15
12	\$31.21	\$32.80	\$34.42	\$36.15	\$37.97
13	\$32.80	\$34.42	\$36.15	\$37.97	\$39.87
14	\$34.42	\$36.15	\$37.97	\$39.87	\$41.85
15	\$36.15	\$37.97	\$39.87	\$41.85	\$43.92
16	\$37.97	\$39.87	\$41.85	\$43.92	\$46.12
17	\$39.87	\$41.85	\$43.92	\$46.12	\$48.45
18	\$41.85	\$43.92	\$46.12	\$48.45	\$50.85
19	\$43.92	\$46.12	\$48.45	\$50.85	\$53.40
20	\$46.12	\$48.45	\$50.85	\$53.40	\$56.07
21	\$48.45	\$50.85	\$53.40	\$56.07	\$60.93
22	\$50.85	\$53.40	\$56.07	\$60.93	\$63.97
23	\$53.40	\$56.07	\$60.93	\$63.97	\$67.18
24	\$56.07	\$60.93	\$63.97	\$67.18	\$70.53
25	\$60.93	\$63.97	\$67.18	\$70.53	\$74.05
26	\$63.97	\$67.18	\$70.53	\$74.05	\$77.77
27	\$67.18	\$70.53	\$74.05	\$77.77	\$81.64
28	\$70.53	\$74.05	\$77.77	\$81.64	\$85.72
29	\$74.05	\$77.77	\$81.64	\$85.72	\$90.03
30	\$77.77	\$81.64	\$85.72	\$90.03	\$94.50
31	\$81.64	\$85.72	\$90.03	\$94.50	\$99.25



CALAVERAS PUBLIC UTILITY DISTRICT

MEMORANDUM

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September 2, 2022

TO: BOARD OF DIRECTORS

FROM: TRAVIS SMALL, GENERAL MANAGER

SUBJECT: FISCAL YEAR 2021/2022 AUDIT and FINANCIAL STATEMENTS

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**Summary:**

The district has received an audit engagement letter from Larry Bain, CPA. The Audit is expected to start around October 26, 2022 and the Annual Financial Report will be completed no later than January 15, 2023.

**Financial Impact:**

The cost of the audit is not to exceed \$9,800 and will be charged to GL Account 5560 (Financial Consultants).

**Recommendation:**

Approve the engagement letter for Larry Bain, CPA in an amount not to exceed \$9,800 to conduct the annual audit and prepare the Annual Financial Statements for the Calaveras Public Utility District.

Respectfully Submitted,

Travis Small

General Manager

Attachments:

Larry Bain, CPA – Audit Engagement Letter

LARRY BAIN, CPA  
PUBLIC ACCOUNTANTS  
AN ACCOUNTING CORPORATION  
PROGRAM

MEMBER OF AMERICAN INSTITUTE OF CERTIFIED

MEMBER OF AICPA PEER REVIEW

---

2148 Frascati Drive, El Dorado Hills, CA 95762 / 916.601-8894

[lpbain@sbcglobal.net](mailto:lpbain@sbcglobal.net)

August 17, 2022

Management and Board of Directors  
Calaveras Public Utility District  
P.O. 666  
San Andreas, CA

We are pleased to confirm our understanding of the services we are to provide Calaveras Public Utility District for the year ended June 30, 2022.

### **Audit Scope and Objectives**

We will audit the financial statements of the business-type activities, and the fiduciary fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Calaveras Public Utility District as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Calaveras Public Utility District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Schedule of the district's proportionate share of the net pension liability
- 2) Schedule of the district pension contributions
- 3) OPEB trend information
- 4) Lease trend information

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.



Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Calaveras Public Utility District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also assist in preparing the financial statements of Calaveras Public Utility District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also assist with preparing the State Controller Financial Transaction Report based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Responsibilities of Management for the Financial Statements**



Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Larry Bain, CPA, An Accounting Corporation and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Larry Bain, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to State Controller's Office or its designee. The State Controller or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.



Larry Bain, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on October 26, 2022, and to issue our report no later than January 15, 2022.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$9,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

**Reporting**

We will issue a written report upon completion of our audit of Calaveras Public Utility District's financial statements. Our report will be addressed to management and those charged with governance of Calaveras Public Utility District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Calaveras Public Utility District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Larry Bain, CPA  
An Accounting Corporation

**RESPONSE:**

This letter correctly sets forth the understanding of Calaveras Public Utility District.

Management signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

<b>CALAVERAS PUBLIC UTILITY DISTRICT</b>		ORDER NO. 2
<b>CONTRACT CHANGE ORDER</b>		DATE: September 2, 2022
		STATE: CALIFORNIA
Contract for: Clearwell Tank Project Phase II		COUNTY: CALAVERAS
Owner: CALAVERAS PUBLIC UTILITY DISTRICT		
To: FARR CONSTRUCTION CORPORATION dba RESOURCE DEVELOPMENT COMPANY <span style="float: right;">(Contractor)</span>		
<i>You are hereby requested to comply with the following changes from the contract plans and specifications:</i>		
<b>Description of Changes</b> <i>(Supplemental Plans and Specifications Attached)</i>	<b>DECREASE in Contract Price</b>	<b>INCREASE in Contract Price</b>
1. PCO/RFP #004 - Post Clearwell Meter Set		\$39,000.00
<b>Subtotal</b>	\$0.00	\$39,000.00
<b>NET CHANGE IN CONTRACT PRICE</b>		\$39,000.00
<b>JUSTIFICATION:</b> 1. Per District request, a new Post Clearwell Meter Set will be installed to allow the District to measure combined flow leaving the WTP Clearwells.		

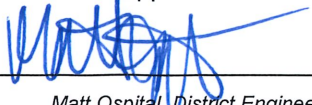
The amount of the original Contract and all Previous Change Orders: \$2,039,630.00

The amount of the Contract will be **Increased** by the Sum of : \$39,000.00

The Contract Price Including this and previous Change Orders will be: \$2,078,630.00

The Contract Period Provided for Completion will be **Increased 0 work days.**

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended  9/2/22  
*Matt Ospital, District Engineer* *(Date)*

Accepted \_\_\_\_\_  
*Farr Construction Corporation dba Resource Development Company* *(Date)*

Approved \_\_\_\_\_  
*Travis Small, CPUD General Manager* *(Date)*



# RESOURCE DEVELOPMENT COMPANY

**PCO #004 R2– Post Clearwell Meter Set**

Date: September 2nd, 2022

Project: CPUD Clearwell Phase 2

ATTN: Tyla Daries, E.I.T, WGA

Mrs. Daries,

This PCO is to document the cost and schedule impacts for the additional work to install the post clearwell meter.

**PCO #01 Extra Work Total: \$39,000.00**

**Additional Contract Days: Unknown at this time**

Please do not hesitate to contact me if you have any questions or need any clarification

Sincerely,

Matthew Kelsey

Farr Construction Corp. dba Resource Development Company

Cc: Chris Erb – RDC

Jeff Farr – RDC

# Estimate Summary - Costs and Prices

Resource Development Co. 11 Matthew Kelsey  
 21-063-A CPUD Clearwell Tank Phase 2

Page 1 of 1  
 9/2/2022 9:54 AM

## Direct Biditems

Manhours	Labor	Perm Materials	Const Materials	Equipment	Subs	ALLOWANCE	Direct Total	Indirect Charge	Addon Bond	Total Cost	Balanced Bid (TO)		Bid Prices		
											Markup	Total	Markup	Total	
240 - PCO#004_ RFP 004 (Post Clearwell meter)				1 LS								U - Unbalanced			
56	5,187	1,648		2,317	22,775		31,927		309	32,236	6,385	38,621.78	6,764	39,000.00	
56.00										32,236.31	19.81%	38,621.78	20.98%	39,000.00	
<b>Direct Totals</b>															
56	5,187	1,648		2,317	22,775		31,927		309	32,236	6,385	38,622	6,764	39,000	

## Addon/Bond

Additional Cost	Addon/Bond Cost
Bond from Summary Table	309
<b>Totals from Addon and Bond</b>	
	<b>309</b>

## Summary Information

Last Summary: 9/2/2022 9:50:00 AM  
 Last Spread: 9/2/2022 9:50:00 AM



# Cost Report

Resource Development Co.

11

Matthew Kelsey

Page 1 of 1

21-063-A

CPUD Clearwell Tank Phase 2

9/2/2022 9:56 AM

**Biditem**

**PCO#004\_ RFP 004 (Post Clearwell meter)**

**240**

Takeoff Qty: 1.000 LS

Bid Qty: 1.000 LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	ALLOWANCE	Total
U. Cost	3,421.84	1,765.22	5,187.06	2,317.20	1,648.08	0.00	22,775.00	0.00	31,927.34
Total	3,421.84	1,765.22	5,187.06	2,317.20	1,648.08	0.00	22,775.00	0.00	31,927.34
Manhours	Unit/MH	MH/Unit	\$/MH	Base Labor/MH	Total Labor/MH	Unit/CH			
56.0000	0.0179	56.0000	570.1311	61.1043	92.6261	0.0625			

Activity: 40-05-030 Install 24" meter past clearwell (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	ALLOWANCE	Total
U. Cost	2,438.48	1,271.33	3,709.81	1,825.40	0.00	0.00	22,775.00	0.00	28,310.21
Total	2,438.48	1,271.33	3,709.81	1,825.40	0.00	0.00	22,775.00	0.00	28,310.21
Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift		
5,535.2100	8.0000	0.1250	691.9013	1.0000	1.0000	1.0000	28,310.2100		
Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit					
40.0000	0.0250	40.0000	92.7453	2,438.4800					

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: Code not found.

Crew: MECH (Mod) Mechanical Crew Prod: US 1 Eff: 100.00 Crew Hrs: 8.00 Labor Pcs: 5.00 Equipment Pcs: 5.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
4.030	Electrical Sub	1.00	1.00	LS	22,775.00	100.00	22,775.00	22,775.00
8EX200	Hitachi 200 Excavator	1.00	8.00	HR	87.23	100.00	87.23	697.80
8EX250	Komatsu WA250 Loader	1.00	8.00	HR	61.20	100.00	61.20	489.60
8EXBC	Bobcat	1.00	8.00	HR	36.75	100.00	36.75	294.00
8FL01	Forklift	1.00	8.00	HR	33.00	100.00	33.00	264.00
8TRKWORK	Work Truck	1.00	8.00	HR	10.00	100.00	10.00	80.00
FM	Foreman	1.00	8.00	MH	62.29	100.00	91.63	733.07
LAB	Laborer	2.00	16.00	MH	60.29	100.00	88.46	1,415.37
OP	Operator	2.00	16.00	MH	60.97	100.00	97.59	1,561.37

Activity: 40-70-010 Install Bollards (Unreviewed) Quantity: 1.00 Unit: LS

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	ALLOWANCE	Total
U. Cost	983.36	493.89	1,477.25	491.80	1,648.08	0.00	0.00	0.00	3,617.13
Total	983.36	493.89	1,477.25	491.80	1,648.08	0.00	0.00	0.00	3,617.13
Crew \$/Unit	Crew Hrs/Unit	Units/Crew Hr	\$/Crew Hour	Shifts	Units/Shift	Shifts/Unit	\$/Shift		
1,969.0500	8.0000	0.1250	246.1313	1.0000	1.0000	1.0000	3,617.1300		
Manhours	Unit/MH	MH/Unit	Total Labor/MH	Base Labor/Unit					
16.0000	0.0625	16.0000	92.3281	983.3600					

Calendar: 508 5 - 8 HOUR DAYS Hrs/Shift: 8 WC: Code not found.

Crew: EXC1 (Mod) Excavation Crew - Small Prod: US 1 Eff: 100.00 Crew Hrs: 8.00 Labor Pcs: 2.00 Equipment Pcs: 3.00

Resource	Description	Pcs/Wste	Quantity	Unit	Unit Cost	Tax/OT %	Actual UC	Total
2.03.15	Sackmix	1.00	64.00	EA	8.00	109.00	8.72	558.08
2.33.00	DIP	1.00	1.00	LS	1,000.00	109.00	1,090.00	1,090.00
8CMPWK	Whacker	1.00	8.00	HR	8.38	100.00	8.38	67.00
8EXBH	Backhoe JD 310SE	1.00	8.00	HR	43.10	100.00	43.10	344.80
8TRKWORK	Work Truck	1.00	8.00	HR	10.00	100.00	10.00	80.00
FM	Foreman	1.00	8.00	MH	62.29	100.00	91.63	733.07
LAB	Laborer	0.50	4.00	MH	60.29	100.00	88.46	353.84
OP	Operator	0.50	4.00	MH	60.97	100.00	97.59	390.34

## Report Summary

	Base Labor	Burden	Total Labor	Equipment	Perm Matls	Const Matls	Sub	ALLOWANCE	Total
Total	3,422	1,765	5,187	2,317	1,648	0	22,775	0	31,927

## Calendars Used In Estimate

508

5 - 8 HOUR DAYS



## Request for Pricing

**Date Requested:** 3/30/2022  
**Request for Price No.** #004  
**Submittal Title:** Clearwell Tank Project Phase II  
**Project:** 2873  
**Contractor:** Farr Construction Corp dba Resource Development Company  
**Engineer:** WGA  
 PO Box 251  
 San Andreas, CA 95249

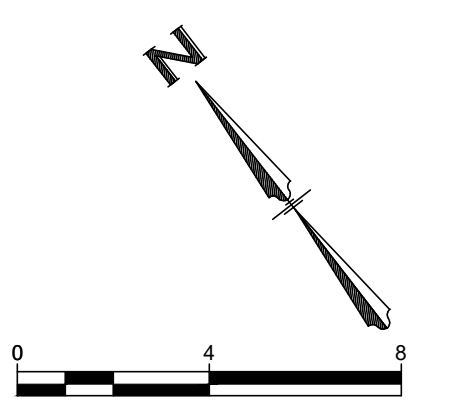
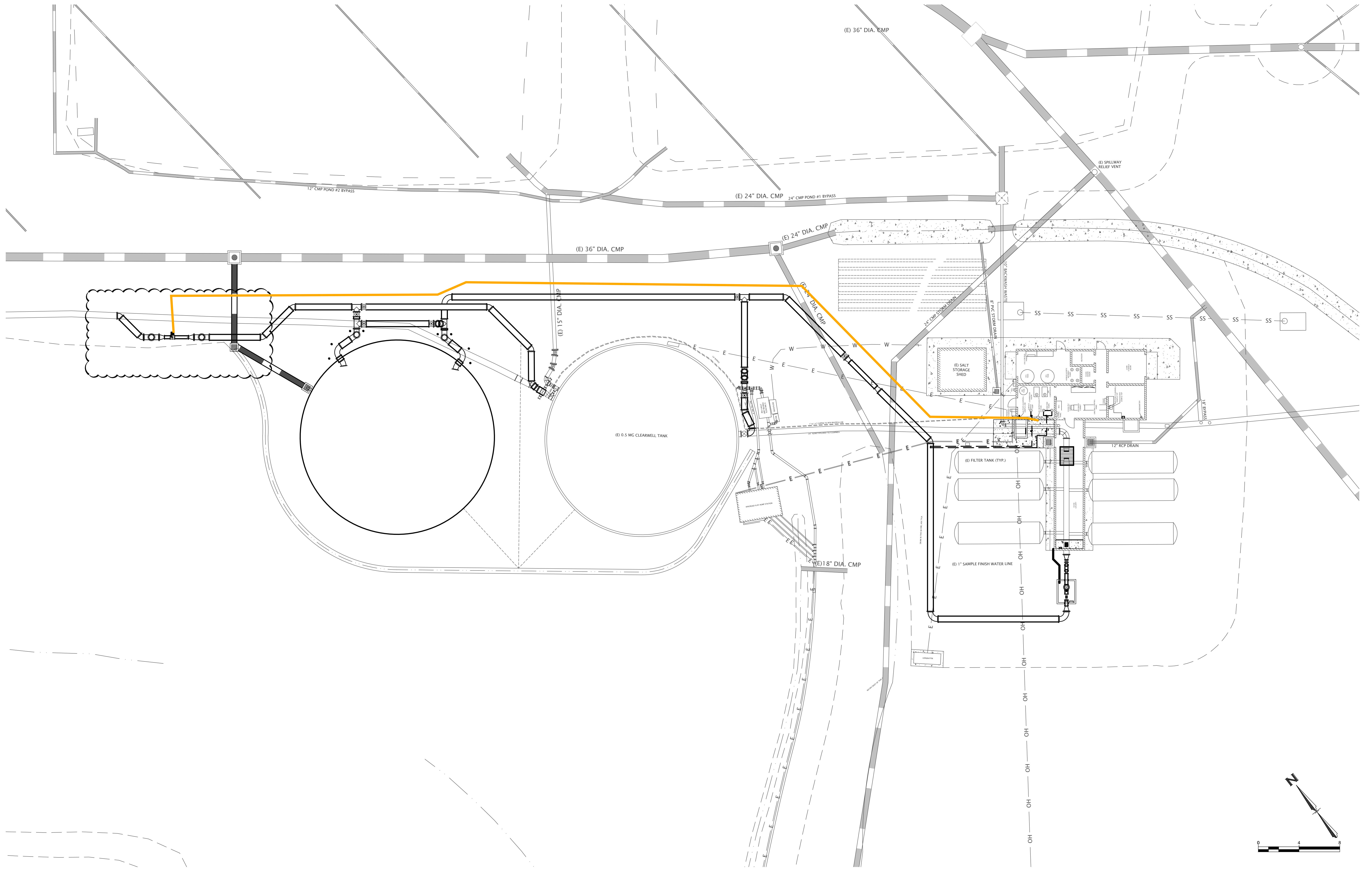
ID #	Title	Proposed Scope	Background
4	Post Clearwell Meter and above ground assembly.	<p>Reduce the 24" tank outlet piping to 12" above ground, install a 2" air release valve on the 12" piping and a 12" (E+H) mag meter (purchase and final integration by TSI) by owner) to the 12" pipe. Piping transisitions back to 24" before diving below grade.</p> <p>The meter display will be mounted onto a pole adjacent to the meter location.</p> <p>Installation of additional conduit, power/comms cabling will be required.</p> <p>See attached exhibits.</p>	The District requested the installation of a post clearwell flow meter as part of this project.

**ADDITIONAL COMMENTS:**

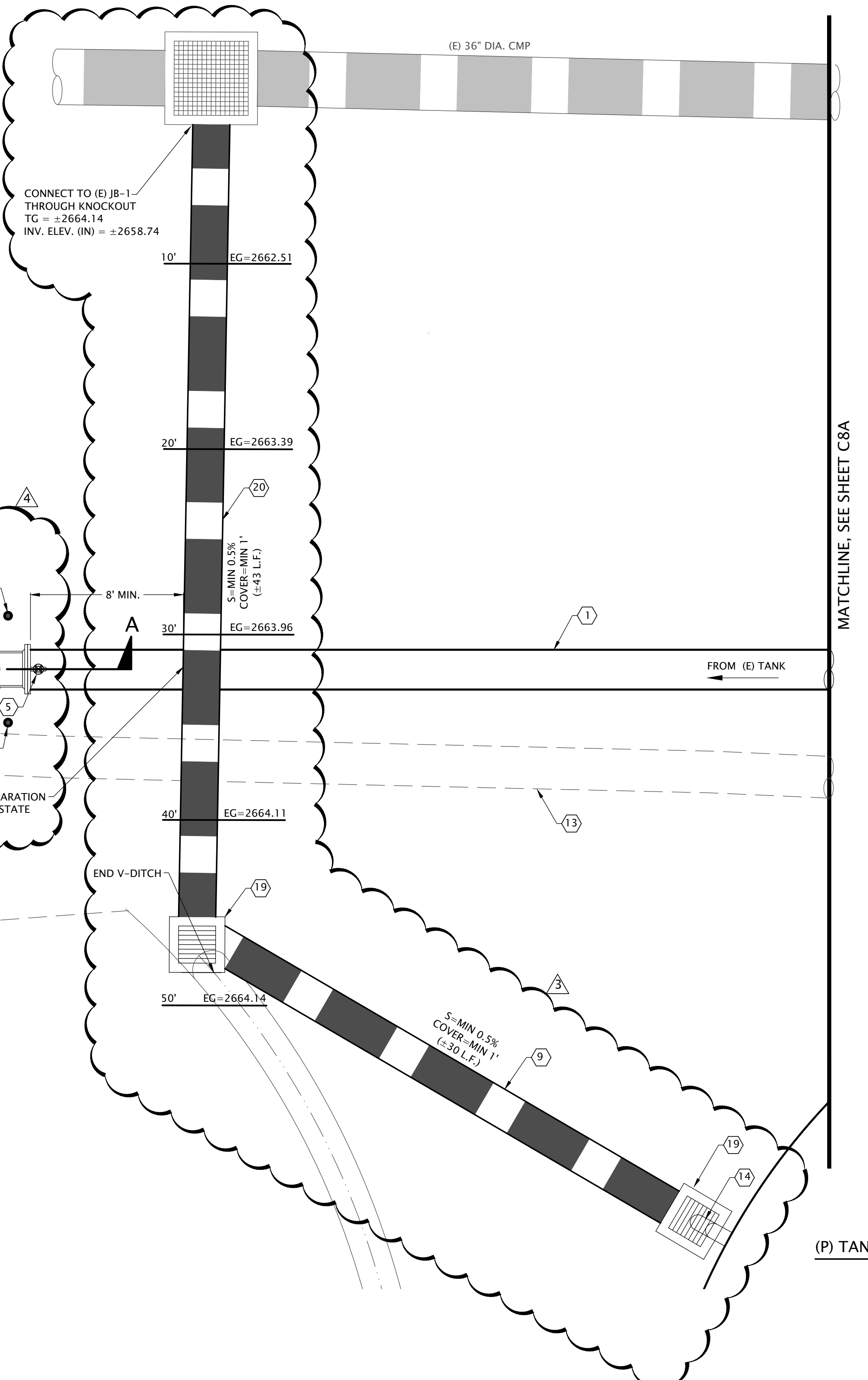
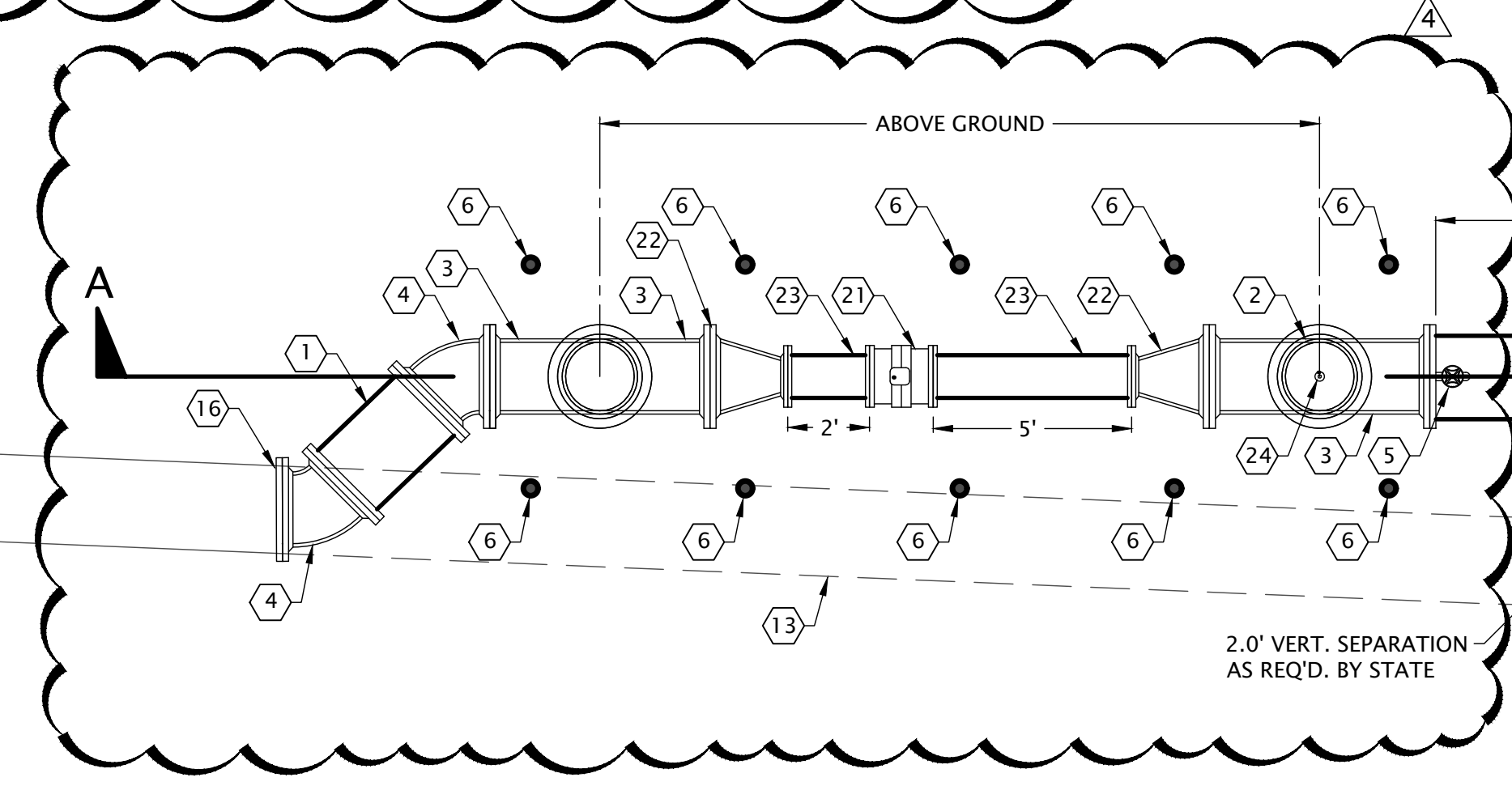
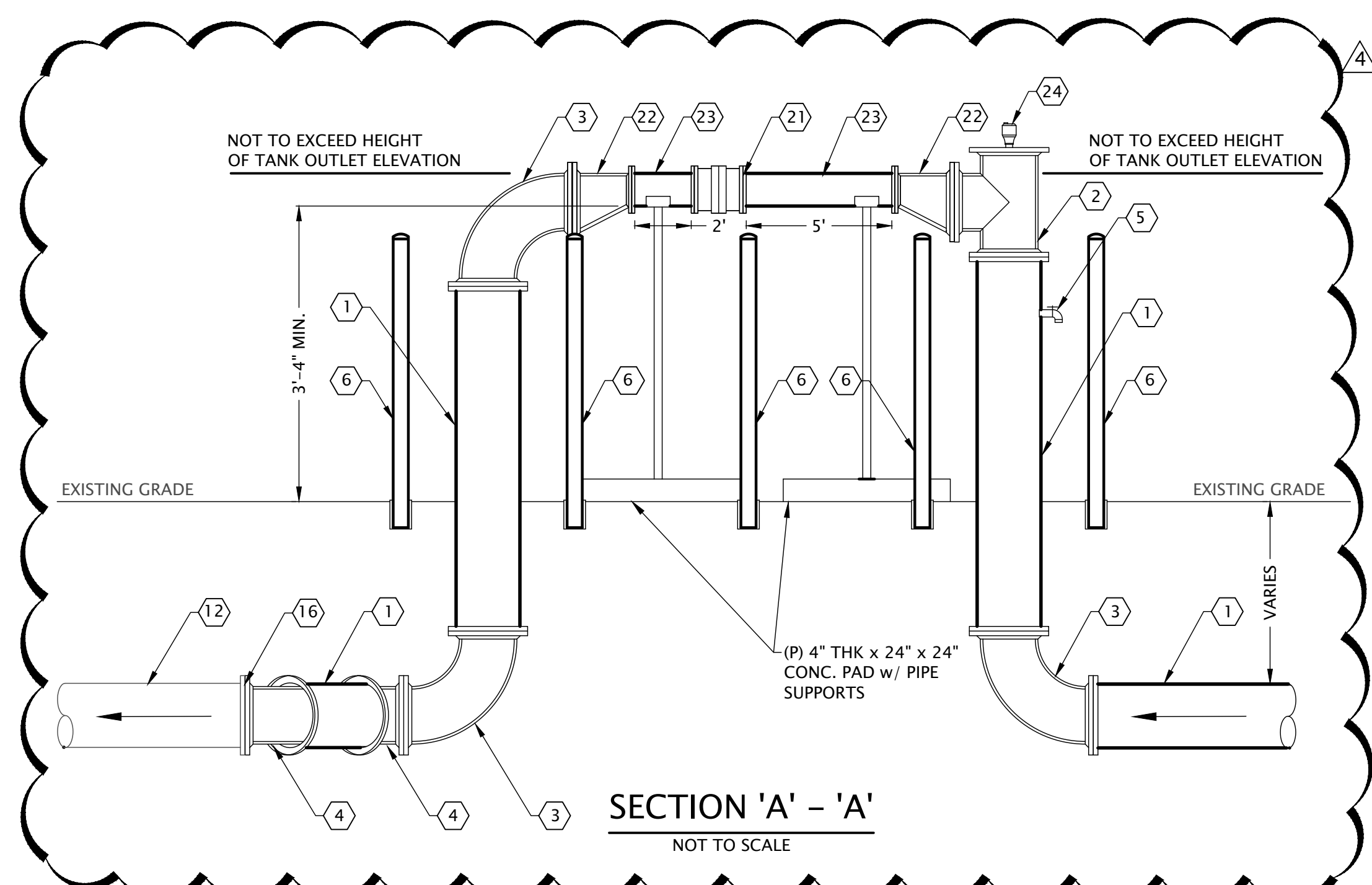
This work will impact the location in which the new outlet piping connects into the existing 27" steel transmission line. This will not add additional work to the cutover process.

*Tyla Davies*  
Requested by

3/30/2022  
Date







**NUMBERED NOTES:**

- 1 (P) 24" DIA. D.I.P.
- 2 (P) 24" DIA. TEE
- 3 (P) 24" DIA. 90° ELBOW (LR)
- 4 (P) 24" DIA. 45° ELBOW
- 5 (P) 1" DIA. TEST TAP
- 6 (P) REMOVABLE BOLLARDS, (TO BE LOCATED AS DIRECTED IN THE FIELD)
- 7 - BLANK -
- 8 - BLANK -
- 9 (P) 24" DIA. DRAIN PIPE
- 10 - BLANK -
- 11 - BLANK -
- 12 (E) 27" DIA. TRANSMISSION LINE (TO REMAIN)
- 13 (E) 27" DIA. TRANSMISSION LINE (TO BE REMOVED)
- 14 (P) TANK OVERFLOW AND DRAIN LOCATION (SEE SHEET C9)

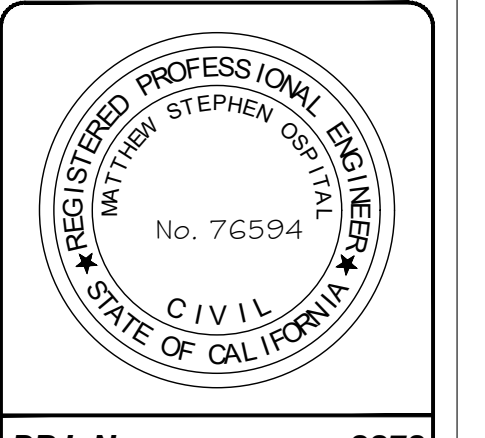
- 15 - BLANK -
- 16 SPECIAL CONNECTION, CONNECT (P) 24" DIA. C900 TO (E) 27" DIA. TRANSMISSION LINE. (FIELD VERIFY DEPTH)
- 17 - BLANK -
- 18 - BLANK -
- 19 (P) 36" x 36" CONC. JUNCTION BOX, (FIELD FIT TO V-DITCH FLOWLINE)
- 20 (P) 24" DIA. HDPE GRAVITY SEWER PSI-115 PIPE
- 21 (P) 12" PROMAG W 400 E-H MAG. METER (PURCHASED & INTEGRATED BY TSI. INSTALLED BY FARR CONSTRUCTION.) WITH DETACHED METER DISPLAY, MOUNTED AS DIRECTED
- 22 (P) 24"x12" ECCENTRIC REDUCER
- 23 (P) 12" DIA. D.I.P.
- 24 (P) 2" COMBINATION AIR-VACUUM RELEASE VALVE

**(P) ABOVE GROUND POST-CLEARWELL METER**

REV. NO.	REV. DATE	DESCRIPTION
1	07/06/2021	TAD
2	07/28/2021	JTY
3	12/03/2021	TAD
4	06/28/2022	TAD

**WGA WEBER, GHIO ASSOCIATES**  
civil engineering consultant  
3974 E. SAINT CHARLES ST. | PO BOX 251 | SAN ANDREAS, CA 95249  
(209) 754-1824

**CALAVERAS PUBLIC UTILITY DISTRICT  
CLEARWELL TANK PROJECT  
PHASE II  
JEFF DAVIS WATER TREATMENT PLANT  
MOKELUMNE HILL, CA 95245**  
CALAVERAS COUNTY CALIFORNIA



PRJ. No.:	2873
DATE:	07/06/2021
SCALE:	AS SHOWN
DRAWN BY:	TAD/DMV
CHECKED BY:	MSO

# Bockmon & Woody ELECTRIC CO., INC.

1528 El Pinal Drive • P.O. Box 1018 • Stockton, CA 95201-1018  
PHONE: (209) 464-4878 • FAX: (209) 464-2615  
CA Lic. No. C10-588308 • DIR No. 1000002789

## Proposed Change Order

TO: Resource Development

DATE: 08/22/22  
ELEC PCO #: 2R1  
ELEC JOB #: 2021-407J  
GC PCO #  
GC ASI #  
GC RFI #

FAX: TEL: 775-356-8044

ATTN.: Matthew Kelsey

PROJECT: CPUD Clearwell

**SCOPE OF WORK:** Labor, Materials, & Equipment to provide additional conduits, cable and terminations from WTP Building to Flow Meter as shown on updated plan sheet E-1 dated 5/22. Includes additional trenching, backfill and compaction to extend raceway on either end of trench.

Exclusions: PCO is for PVC Sch 40 conduit and PVC Coated GRS Elbows underground, and GRC conduit above ground. No concrete encasement unless under a roadway, backfill to otherwise be native soil. All subcontract exclusions apply unless otherwise listed in above scope.

MATERIAL COSTS W/MARKUP	\$	9,044.61
LABOR COSTS	\$	10,711.56
EQUIPMENT COSTS HOUR	\$	1,161.06
EQUIPMENT COSTS DAY	\$	755.91
EQUIPMENT COSTS WEEK	\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>21,673.14</b>

PERMITS	FLAT RATE	\$	-
WARRANTY		\$	-
JOBSITE TRAILER - STORAGE	0.00%	\$	-
PLANS - BLUEPRINTS - ASBUILTS		\$	-
<b>SUBTOTAL</b>	<b>\$</b>	<b>-</b>	

MATERIAL TAX	9.00%	\$	814.01
EQUIP/DIRECT JOB EXPENSE MU	15.00%	\$	287.55
<b>SUBTOTAL</b>	<b>\$</b>	<b>1,101.56</b>	

SUBCON COSTS (INCLUDES MU)	\$	-
<b>TOTAL</b>	<b>\$</b>	<b>22,774.70</b>

BOND	\$	-
<b>TOTAL PROPOSED CO</b>	<b>\$</b>	<b>22,774.70</b>

NUMBER OF ADDITIONAL WORKING DAYS	
TIME EXTENSION REQUEST	0
WORK TO START	

APPROVED BY GC:

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

Name  
Company

This proposal is valid for 30 days.

Total pages of proposal 1

# Bockmon & Woody

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PROJECT: CPUD Clearwell

B&W PCO: 2R1

### LABOR COST SUMMARY

<u>LABOR</u>	TOTAL		
	HOURS	RATE	COST
General Foreman labor Charge ST	0.00	\$131.05	\$ -
Foreman Labor Charge ST	40.00	\$123.74	\$ 4,949.60
Journeyman Labor Charge ST	40.00	\$109.12	\$ 4,364.80
General Foreman labor ChargeTH	0.00	\$178.55	\$ -
Foreman Labor Charge TH	0.00	\$167.59	\$ -
Journeyman Labor Charge TH	0.00	\$145.67	\$ -
General Foreman labor Charge DT	0.00	\$226.06	\$ -
Foreman Labor Charge DT	0.00	\$211.44	\$ -
Journeyman Labor Charge DT	0.00	\$182.21	\$ -
<b>SUBTOTAL</b>	<b>80.00</b>		<b>\$ 9,314.40</b>

<u>LABOR FACTORS</u>		
MARKUP	15.00%	\$ 1,397.16
	0.00%	\$ -
	0.00%	\$ -
	0.00%	\$ -
	0.00%	\$ -
	0.00%	\$ -
	0.00%	\$ -
	0.00%	\$ -
	0.00%	\$ -
	0.00%	\$ -

<u>SUBSISTENCE</u>	# OF DAYS	Unit Cost	
HOTEL PER DAY	1	\$ -	\$ -
FOOD PER DAY	1	\$ -	\$ -
MARKUP	15%		\$ -
<b>TOTAL COST OF LABOR</b>			<b>\$ 10,711.56</b>

# Bockmon & Woody

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PROJECT: CPUD Clearwell

B&W PCO: 2R1

### MATERIAL COST SUMMARY

<u>MATERIALS</u>	<u>NO. OF UNITS</u>	<u>UNIT COST</u>	<u>COST</u>
DATABASE MATERIAL	1 Lot	\$7,635.80	\$7,635.80
SUPPLIERS QUOTES	1 Lot	\$0.00	\$0.00
PRINTING COSTS	1 Lot	\$0.00	\$0.00
<b>SUB TOTAL</b>			<b>\$7,635.80</b>

### MATERIAL FACTORS

CONSUMABLES (MISC MATERIALS)	3.00%	\$229.07
MATERIAL MARKUP	15.00%	\$1,179.73
SUBTOTAL		\$9,044.61

### FREIGHT

FREIGHT	FLAT RATE	\$0.00
SPECIAL EXPEDITING	FLAT RATE	\$0.00
MARKUP	15.00%	\$0.00

SALES TAX 9.00% \$814.01

**TOTAL MATERIAL COSTS INCL TAX \$9,858.62**





# Bockmon & Woody

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PROJECT: CPUD Clearwell

B&W PCO: 2R1

### EQUIPMENT COST SUMMARY DAY

<u>EQUIPMENT</u>	<u>USE *</u>	<u>Hour Day Week</u>	<u>RATE</u>	<u>COST</u>
Boom Lift 46'	0	Day	\$ 321.00	\$0.00
Boom Lift 50'	0	Day	\$ 378.00	\$0.00
Boom Lift 64'	0	Day	\$ 398.00	\$0.00
Boom Lift 80'	0	Day	\$ 711.00	\$0.00
Scissor Lift 21'	0	Day	\$ 131.00	\$0.00
Scissor Lift 27'	0	Day	\$ 187.00	\$0.00
Scissor Lift 35'	0	Day	\$ 197.00	\$0.00
Forklift WHSE 5000#	0	Day	\$ 197.00	\$0.00
Forklift Variable Reach 8000# 40-49'	0	Day	\$ 397.00	\$0.00
Forklift Variable Reach 10000# 50' & UP	0	Day	\$ 591.00	\$0.00
Rammer Large 2900-3600# (Whacker)	1	Day	\$ 97.00	\$97.00
Skid Steer under 851#	0	Day	\$ 199.00	\$0.00
Skid Steer 851-1350#	0	Day	\$ 249.00	\$0.00
Skid Steer 1351-1899#	0	Day	\$ 252.00	\$0.00
Skid Steer with Augur	0	Day	\$ 427.00	\$0.00
Mini Excavator less than 2000#	0	Day	\$ 183.00	\$0.00
Mini Excavator 2001-4999#	2	Day	\$ 292.00	\$584.00
Backhoe/Loader 60-90HP	0	Day	\$ 375.00	\$0.00
Trencher 50HP	0	Day	\$ 482.00	\$0.00
1500W Generator	0	Day	\$ 17.51	\$0.00
5000W Generator	0	Day	\$ 35.02	\$0.00
2" Bender (Electric)	0	Day	\$ 50.35	\$0.00
Boring Truck	0	Day	\$ 305.00	\$0.00
Boring Machine JT20	0	Day	\$1,080.00	\$0.00
Boring Maching JT25	0	Day	\$1,093.00	\$0.00
F550 Truck	0	Day	\$ 305.00	\$0.00
Vaccum Truck	0	Day	\$ 300.00	\$0.00
Dump Truck	0	Day	\$ 674.00	\$0.00
<b>SUBTOTAL</b>				<b>\$681.00</b>
 <b>EQUIPMENT FACTORS</b>				
PICKUP AND DELIVERY		Flat Rate		\$0.00
FUEL SURCHARGE		3.00%		\$20.43
CONSUMABLES (MISC TOOLS)		5.00%		\$34.05
MAINTENANCE		3.00%		\$20.43
<b>TOTAL EQUIPMENT COST</b>				<b>\$755.91</b>

\* TIME OF USE INCLUDES ALLOWANCE FOR ATTRIBUTABLE TRANSPORTATION TO AND FROM THE SITE, AND ERECTION AND DISMANTLING OF EQUIPMENT.

## Tyla Daries

---

**From:** Matthew Kelsey <mkelsey@resourcedevelopmentco.com>  
**Sent:** Tuesday, August 30, 2022 4:04 PM  
**To:** Tyla Daries  
**Cc:** Jeff McKovich  
**Subject:** FW: PCO#004 R1\_ Post Clearwell meter set.pdf

Tyla,

Please see electricians additional clarification below.

Thanks,

Matt Kelsey



1050 Linda Way  
Sparks, NV 89431  
775.356.8004 (office)  
775.399.8634 (cell)  
[mkelsey@resourcedevelopmentco.com](mailto:mkelsey@resourcedevelopmentco.com)

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**From:** Erin Parra <Erin.Parra@bockmonwoody.com>  
**Sent:** Tuesday, August 30, 2022 1:06 PM  
**To:** Matthew Kelsey <mkelsey@resourcedevelopmentco.com>  
**Subject:** RE: PCO#004 R1\_ Post Clearwell meter set.pdf

Hi Matt,

Here is a more broken out scope for the work. The hours to complete does not just capture trenching, it includes additional trenching on both sides of the existing runs, installing additional conduit (including sand bedding underneath and above conduits), backfill and compaction, coring holes in building walls for conduit, additional raceway within the building, pulling additional wire, making additional terminations. Our material breakdown used NECA labor units for estimate.

For our trenching footage, we used the scale on the plan sheets to determine additional trenching.

- From the were the trench leaves off at the level transmitters out to the flow meter it looks to be about 40-50' additional feet.
- On the other end, between the railroad flat pump station and the WTP building, the footage scales out at about 100'. There was previously a signal conduit here, but now there is power as well as signal, and you'll need minimum separation between these conduits so the additional trenching here is in either a wider trench (or second trench) to be able to accommodate both power and signal separation.
- There is additional above ground raceway footage in the electrical room as well.

Please let me know if you have any additional questions.

Thank You,

***Erin Parra***

***Bockmon & Woody Electric Co., Inc.***

**Project Manager | Cell: 209-689-8229 | Office: 209-464-4878**



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**From:** Matthew Kelsey <[mkelsey@resourcedevelopmentco.com](mailto:mkelsey@resourcedevelopmentco.com)>

**Sent:** Tuesday, August 30, 2022 9:34 AM

**To:** Erin Parra <[Erin.Parra@bockmonwoody.com](mailto:Erin.Parra@bockmonwoody.com)>

**Subject:** FW: PCO#004 R1\_ Post Clearwell meter set.pdf

Erin,

Please see highlighted section below regarding the additional work for the water meter install. The Engineer is requesting additional documentation for the work you will be performing.

Let me know if you have any questions.

Thanks,

**Matt Kelsey**



1050 Linda Way

Sparks, NV 89431

775.356.8004 (office)

775.399.8634 (cell)

[mkelsey@resourcedevelopmentco.com](mailto:mkelsey@resourcedevelopmentco.com)

---

**From:** Tyla Daries <[t.daries@wgainc.net](mailto:t.daries@wgainc.net)>

**Sent:** Monday, August 29, 2022 4:53 PM

**To:** Matthew Kelsey <[mkelsey@resourcedevelopmentco.com](mailto:mkelsey@resourcedevelopmentco.com)>

**Cc:** Jeff McKovich <[jmckovich@resourcedevelopmentco.com](mailto:jmckovich@resourcedevelopmentco.com)>; Matt Ospital <[m.ospital@wgainc.net](mailto:m.ospital@wgainc.net)>; Mike Dorris <[m.dorris@wgainc.net](mailto:m.dorris@wgainc.net)>

**Subject:** RE: PCO#004 R1\_ Post Clearwell meter set.pdf

Good Afternoon Matt,


Thank you again for sending this over. After some discussion with the District, I was notified that they could obtain the materials at the attached price through Pace Supply. Would RDC be open to allowing the owner to supply this material or can you find comparable prices for this work?

Also, for the electrical sub, please have them include the linear footage of additional trenching and a better defined scope. I'm estimating around 10-15' feet of additional trenching and they have 40 hours of crew labor for that, which seems unreasonable. It appears they are building in some of their "bid work" into their "change order work." Please help me out on this one.

Best Regards,




**TYLA DARIES, E.I.T.**  
*ENGINEERING TECHNICIAN*

 [\(209\) 754-1824](tel:(209)754-1824)

 [t.daries@wgainc.net](mailto:t.daries@wgainc.net)

 [www.wgainc.net](http://www.wgainc.net)

 [394 E. St. Charles Street](#)  
[PO Box 251](#)  
[San Andreas, CA 95249](#)

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**From:** Matthew Kelsey <[mkelsey@resourcedevelopmentco.com](mailto:mkelsey@resourcedevelopmentco.com)>

**Sent:** Thursday, August 25, 2022 9:47 AM

**To:** Tyla Daries <[t.daries@wgainc.net](mailto:t.daries@wgainc.net)>

**Cc:** Jeff McKovich <[jmckovich@resourcedevelopmentco.com](mailto:jmckovich@resourcedevelopmentco.com)>

**Subject:** PCO#004 R1\_ Post Clearwell meter set.pdf

Tyla,

Please see attached revised post clearwell meter set PCO. I included a material breakdown along with the electricians quote. I increased the cost of the material on our break out sheet to include a little bit of 24" and 12" piping that was not included on the piping quote number.

Let me know if you have any questions.

Thanks,

**Matt Kelsey**



1050 Linda Way

Sparks, NV 89431

775.356.8004 (office)

775.399.8634 (cell)

[mkelsey@resourcedevelopmentco.com](mailto:mkelsey@resourcedevelopmentco.com)

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