



PUBLIC COMMENT CARD

Rural North Vacaville Water District Board Meeting

If you wish to speak during Public Comment regarding a Non-Agenda Topic or on an Agenda Item, please complete a public comment card and submit to the Board President prior to the meeting.

(Public comment is limited to 5 minutes per person.)

Board Meeting Date: _____

Name: _____

E-mail Address *(optional)*: _____

Name of Organization you Represent *(if applicable)*: _____

I Wish to Comment Regarding *(choose below)*:

Non-Agenda Topic: _____

Agenda Item *(include item number and item title)*:



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Directors

Patrick Sweeney, President
Robert Whitehouse, Director
Elizabeth Miles, Director
Steven Strickland, Vice President
Ken Swenson, Director

Staff

Dale Motiska, General Manager
Brenda Kane, Billing Manager
Rick Trites, Meter Reading/Backflow
Nancy Veerkamp, Clerk/Administrator
Solano Irrigation District, Operation
& Maintenance

BOARD OF DIRECTORS
SPECIAL MEETING MEETING MINUTES
JULY 13, 2023 at 7:00 pm

The Rural North Vacaville Board of Directors met in a Special Meeting on this date.

Roll Call: Present were Patrick Sweeney, President; Elizabeth Miles, Director; Steven Strickland, Vice President, Robert "Bob" Whitehouse, Director; Ken Swenson, Director; Dale Motiska, General Manager (GM); Nancy Veerkamp, Clerk/Admin; Weston Stankowski, RG West; Brenda Kane, Billing Manager.

Absent: None

Public (speaking): Eileen Uthe-Smith

1. Call Meeting to Order

2. Roll Call

3. Approval of the Agenda

The meeting was called to order by President Patrick Sweeney at 7:00 pm. Director Steve made a motion to approve the Agenda and the motion was seconded by Director Bob. All present approved.

4. Public Comment (Non – Agenda Items): Eileen asked about the CoBank loan for the Arsenic Treatment. Neither Patrick or Dale have answered her question prior to the meeting.

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5. Consent Items – Public Comment: None

A. Consider for Approval the Monthly Financials and Adjustments for May and June 2023

B. Consider for Approval the Minutes of the Board of Directors meeting of June 13 and June 20, 2023.

The Board Clerk would like to add Brenda Kane as an attendee for both meetings. Director Bob made a motion to approve the minutes as corrected and approve the financials and adjustments for May and June of 2023. Director Steve seconded the motion.

All present approved.

6. General Managers Report: None.

7. New Business (Public Comment with each item)

A. Consider for Approval a new Policy number 2500 Rate Increase Public Notice and Protest Process per Proposition 218 (Action Item). Director Bob made a motion to approve Policy 2500. Director Steve seconded the motion. Public Comment and Board Discussion

Vote: Ayes: Bob, Patrick, Steven, Ken; Noes: Elizabeth; Absent: None

B. Consider for Approval the retain of the Law Firm of Best, Best and Krieger to assist with our pending rate increase. The firm specializes in public water districts and Proposition 218 issues. We will keep Lori Mazzella as our general counsel and only use BBK with specialized challenges (Action Item). Director Steve made a motion to approve the Law Firm with a cap of \$5,000. Public Comment and Board Discussion.

Vote: Ayes: Bob, Patrick, Steven; Noes: Ken and Elizabeth; Absent: None

C. Consider for approval an updated Annual Budget for F23/24 (Action Item). Director Steve made a motion to approve the updated budget. Director Bob seconded the motion. Public Comment and Board Discussion

Vote: Ayes: Bob, Patrick, Steven, Ken; Noes: Elizabeth; Absent: None

D. Consider for Approval a 3-year rate increase. Authorize the General Manager to prepare the public notice and workshop and proceed in accordance with Proposition 218 requirements. Once the process is completed, the District will have a Resolution for approval as an action item at an August board meeting identified in the Public Notice. (Action Item)

Director Steve made a motion to approve the public notice and workshop. Director Bob seconded the motion. Public Comment and Board Discussion

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All present approved.

8. Adjourn

The meeting was adjourned at 8:02 pm by President Patrick Sweeney.

The next Regular Meeting is scheduled for August 8, 2023, at 7:00 pm the Vacaville Fire Protection District, Fire Station #67, 4135 Cantelow Road, Vacaville, CA 95688.

Minutes submitted by Nancy Veerkamp, Clerk of the Board

Minutes approved by Patrick Sweeney, President

Signed

Date



Date: August 8, 2023

**RURAL NORTH VACAVILLE WATER
DISTRICT**

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Annual Disclosure of Board Member Reimbursements 2022-2023
per Government Code Section 53065.5

Following is the annual disclosure of reimbursements:

None



RURAL NORTH VACAVILLE WATER DISTRICT

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POLICY TITLE: Financial
POLICY NUMBER: 2100
ADOPTION: November 12, 2013
REVISIONS: June 8, 2021, August 8, 2023

Accounting and Financial Reporting

Policy: The District adopts a system of accounting and financial condition reporting that adheres to generally accepted accounting principles.

Procedures:

- The District adopts an accrual base of accounting
- The District adopts the accounting standards and procedures per California Government Codes Section 53891 and 53901.
- The District shall maintain a system of accounting that completely and accurately reports the District's financial condition for all funds.
- The District Treasurer will submit, at a minimum, quarterly financial condition reports to the District Board of Directors using generally accepted accounting principles. For each fund, the financial condition reports include a statement of receipts and disbursements (income statement) and a balance sheet. The income statement will report actual to budget results.
- A Statement of Cash Flows is not required reporting on interim financial reports.
- The District Treasurer will provide his/her signature on the financial reports and submit to the District President of the Board.
- A copy of the annual Board approved budget will be filed with the county auditor of Solano County within 60 days after the beginning of the fiscal period per California Government Code Section 53901.
- As required by California state regulations, the District will file a Financial Transactions Report annually with the State Controller's office within seven months after the close of the fiscal year.

Accounts Payables

Policy: The General Manager is responsible for approval and payment of District expenditures in a timely manner.

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Check Writing Signature Requirement

Policy: All District checks over \$7,500 require Board President approval.

Procedure:

- Checks requiring one signature will be signed by the General Manager/District Treasurer. These expenditures must be contained within the approved annual operating budget.
- All authorized signatures are recorded with the banks. The District Treasurer is responsible for keeping bank signature cards current.
- All checks submitted for signature will be supported with supporting documentation and classification of the expenditure.

Capital Purchases

Policy: A capital purchase is any purchase over \$5,000 with an asset life of over one year that adds to the assets of the District. Capital purchases are monitored for depreciation and financial control; any purchase of capital assets must receive the approval of the Board of Directors prior to purchase.

Procedure:

- Capital assets are accounted for at cost. Donated capital assets are recorded at their estimated fair market value when received.
- Depreciation is recorded using the straight line method.

Compensation of General Manager/ District Treasurer

Policy: The Board of Directors shall set the annual compensation for the General Manager/ District Treasurer. The Board of Directors will complete regular compensation reviews to ensure that compensation is just and reasonable.

Conflict of Interest

Policy: All board members, officers and key employees (including contracted management) of the District shall file an Annual Conflict of Interest Disclosure Statement - Form 700.

TA

Contracts

Policy: The General Manager may engage third parties in the normal course of business; however, the contracts may not exceed \$7,500 without RNVWD Board of Director approval. The GM shall draft and/or negotiate contracts over the \$7,500 limit for the President's signature upon Board approval.

Delinquent Accounts to Tax Rolls

GOVERNMENT CODE - GOV
TITLE 6. DISTRICTS [58000 - 62262]
(Title 6 added by Stats. 1951, Ch. 331.)

DIVISION 3. COMMUNITY SERVICES DISTRICTS [61000 - 61250]
(Division 3 repealed and added by Stats. 2005, Ch. 249, Sec. 3.)

PART 3. PURPOSES, SERVICES, AND FACILITIES [61100 - 61226.5]
(Part 3 repealed and added by Stats. 2005, Ch. 249, Sec. 3.)

CHAPTER 2. Finance [61110 - 61119]
(Chapter 2 repealed and added by Stats. 2005, Ch. 249, Sec. 3.)

61115.

(a) The board of directors may, by resolution or ordinance, do the following:

(1) Establish rates or other charges for services and facilities that the district provides.

(2) Provide for the collection and enforcement of those rates or other charges.

(3) Among the permissible methods for collection and enforcement are:

(A) To provide that the charges for any of these services and facilities may be collected with the rates or charges for any other services and facilities provided by the district, and that all charges may be billed on the same bill and collected as one item.

(B) To provide that if all or part of a bill is not paid, the district may discontinue any or all services.

(C) To provide for a basic penalty for the nonpayment of charges of not more than 10 percent, plus an additional penalty of not more than 1 percent per month for the nonpayment of the charges and the basic penalty. The board of directors may provide for the collection of these penalties.

The board of directors may provide that any charges and penalties may be collected on the tax roll in the same manner as property taxes. The general manager shall prepare and file with the board of directors a report that describes each affected parcel of real property and the amount of charges and delinquencies for each affected parcel for the year. The general manager shall

give notice of the filing of the report and of the time and place for a public hearing by publishing the notice pursuant to Section 6066 in a newspaper of general circulation, and by mailing the notice to the owner of each affected parcel. At the public hearing, the board of directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the board of directors may adopt or revise the charges and penalties. The board of directors shall make its determination on each affected parcel and its determinations shall be final. On or before August 10 of each year following these determinations, the general manager shall file with the county auditor a copy of the final report adopted by the board of directors. The county auditor shall enter the amount of the charges and penalties against each of the affected parcels of real property as they appear on the current assessment roll. The county tax collector shall include the amount of the charges and penalties on the tax bills for each affected parcel of real property and collect the charges and penalties in the same manner as property taxes.

(b) The board of directors may recover any charges and penalties by recording in the office of the county recorder of the county in which the affected parcel is located, a certificate declaring the amount of the charges and penalties due, the name and last known address of the person liable for those charges and penalties. From the time of recordation of the certificate, the amount of the charges and penalties constitutes a lien against all real property of the delinquent property owner in that county. This lien shall have the force, effect, and priority of a judgment lien. Within 30 days of receipt of payment for all amounts due, including the recordation.

TB

August 2, 2023

Mr. Dale Motiska
General Manager
Rural North Vacaville Water District
Vacaville, CA 94533
via email: dale@rnvwd.com

Subject: REVISED Engineering Services for Modeling of Rural North Vacaville Water District Distribution System

Dear Mr. Motiska:

Per your request, we have prepared this revised letter proposal to provide engineering services for modeling of the distribution system serving the Rural North Vacaville Water District (District). The computer modeling effort of the existing distribution system is intended to respond to LAFCO's concerns regarding the geographical boundaries that the existing system is capable of serving for fire and domestic service. Based on your discussion with Hugh Miles and George Hicks, we have put together the proposed scope of work and approach as generally described below.

EXISTING DISTRIBUTION SYSTEM EVALUATION WITH MODELING

LAFCO's Resolution No. 2023-68 defined the Sphere of Influence (SOI) and Fire Service Areas (FSA) based on a subjective ranking system using LAFCO staff definitions for "appropriate and probable" use in the Government Code and a compilation of assumptions and data from a collection of sources. In their staff report, LAFCO staff suggested that their approach was necessary due to the lack of an engineering study determining the area that can be served. To help address this issue, Coastland | DCCM proposes to determine the areal extent of the SOI and FSA using a simplified hydraulic "model" of the existing District distribution. The model will define engineering conditions that parcels must meet to be serviced by the District for potable water or fire water. For example, locations within the distribution where the fire flows and/or pressures are less than those required for service will be identified in the model for the fire water service area.

The model will use ground surface elevations from County Lidar data along with pipe sizes, pipe lengths, tank elevations and valve locations provided by the District's GIS system. We assume that historical water use data will be provided from the District's metering system, and if available, through the District's SCADA system. Excel software will be used for the model using a 'skeleton' version of the existing distribution system. Modeling scenarios will be limited to one scenario for water service with the distribution system operating at the maximum daily demand with storage and well supply at fixed conditions and a second scenario for fire service with the distribution system operating at maximum hourly demand with storage and well supply also at fixed conditions.

Modeling results will be delivered to the District in a draft memorandum. Comments from the District and LAFCO will be incorporated into a draft Final Memorandum for presentation by the District's staff to the District Board of Directors. Comments from the District's board will be included into the Final Memorandum, which we presume will then be submittal to LAFCO.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
420 Executive Court North, Ste. G
Fairfield, CA 94534
Tel: 707.702.1961

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Meetings with the Vacaville Fire Protection District (VFPD) and LAFCO staff are required to complete the modeling effort. The residual pressure values listed in the LAFCO resolution are higher than typical pressures required by surrounding fire districts and we believe should be discussed with the VFPD. These meetings are excluded from this scope of work and shall be performed under a separate Task Order.

We propose George Hicks serve as our project manager for these services. He will be supported by Hugh Miles and other Coastland | DCCM staff if/as needed. Attached is our estimate to complete the scope of work previously described. If additional work is necessary that exceeds this amount or falls outside this scope of work, we can work with you to amend the budget.

We hope this proposal meets with your approval. If you have any questions regarding this proposal, please do not hesitate to contact us. We appreciate this opportunity and look forward to continue working with the District.

Sincerely,



John L. Wanger, PE
CEO



George Hicks, PE
Supervising Engineer

COASTLAND CIVIL ENGINEERING, LLP

TB

COASTLAND DCCM		WORK ESTIMATE				RNWWD	
Hydraulic Modeling - SOI & FSA		Engineering Services				RNWWD	
Task Information		Hours & Cost					
TASK	Project Manager	Supervising Eng.		Associate Eng.		TOTAL HOURS	TOTAL FEE
		GH	HM	IM			
	\$220		\$210	\$180			
1 HYDRAULIC MODELING							
1.0 Kickoff Meeting	0	0	0	0	0	\$0	
1.1 Gather existing GIS, SCADA, Metering Data		2		8	10	\$1,860	
1.2 Develop Model	1	28		32	61	\$11,860	
1.3 Meetings with VFD and LAFCO	0	0	0	0	0	\$0	
1.4 SOI Service Determinations	2	4		8	14	\$2,720	
1.5 Fire Service Area Service Determinations	2	4		8	14	\$2,720	
2 TECHNICAL MEMORANDUM							
2.1 Draft Memorandum	2	8		8	18	\$3,560	
2.2 Draft Final Memorandum	2	4		4	10	\$2,000	
2.3 Final Memorandum	1	2		2	5	\$1,000	
Direct Costs (repro, mileage, etc.)							
					33	\$6,560	
Total Cost		10	52	70	132	\$26,220	

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into this 2nd day of August 2023 by and between Rural North Vacaville Water District, hereinafter referred to as "**DISTRICT**", and Coastland Civil Engineering LLP, hereinafter referred to as "**CONSULTANT**."

RECITALS

WHEREAS, DISTRICT has the need for general civil engineering support services.

WHEREAS, DISTRICT desires to contract for such services with a private CONSULTANT; and

WHEREAS, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the proper experience and background to carry out the duties involved; and

WHEREAS, DISTRICT wishes to retain CONSULTANT for the performance of said services;

WHEREAS, CONSULTANT is an Independent Contractor, is not an employee of the DISTRICT; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

DISTRICT, does hereby appoint CONSULTANT, in a contractual capacity, to perform the following services in accordance with the terms and conditions hereinafter set forth;

DESCRIPTION OF SERVICES

Services associated with the contract shall include engineering services for evaluation of the geographical limits of potable water and fire water service areas using computer modeling of the existing distribution system and CONSULTANT's professional

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experience and opinion based on DISTRICT-supplied information for use by CONSULTANT. A more detailed description of the scope of work is provided in the attached letter, a part of this Agreement.

PAYMENT TERMS

DISTRICT agrees to pay CONSULTANT for Services on a time and materials basis indicated per CONSULTANT's proposal for each task order per CONSULTANT's current Schedule of Hourly Rates. Said Schedule of Hourly Rates are subject to adjustment each July 1.

To be eligible for payment, CONSULTANT invoices must be submitted not more often than monthly to the DISTRICT and list amounts to be paid according to the hourly rate schedule shown in the Proposal. CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT will make such records available to DISTRICT during normal business hours upon reasonable notice. If DISTRICT fails to pay CONSULTANT within thirty (30) days after invoices are rendered, CONSULTANT shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, CONSULTANT's duties, obligations, and responsibilities under this agreement may be suspended or terminated. In such event, DISTRICT shall promptly pay CONSULTANT for all outstanding fees and charges due CONSULTANT at the time of suspension or termination.

TIME OF PERFORMANCE

For the purposes of this Agreement, the "contract date" will be August 1, 2023. CONSULTANT shall commence performance of the Services upon receipt of written direction to proceed from DISTRICT after the contract date. CONSULTANT will continue to provide services to DISTRICT until the work is completed.

INDEPENDENT CONTRACTOR

CONSULTANT and DISTRICT agree that CONSULTANT will perform the Services as an independent contractor and not as an employee or agent of the DISTRICT. Persons employed or utilized by CONSULTANT in the performance of the Services will not be employees or agents of the DISTRICT.

SUBCONTRACTING

CONSULTANT may subcontract for services required to perform the Services upon the prior written approval of the DISTRICT. The CONSULTANT will be solely responsible for payment of such subcontract services. No contractual relationship will exist between any such subcontractors of the CONSULTANT and the DISTRICT.

STANDARD OF PERFORMANCE

CONSULTANT will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession and will provide all services required by this Agreement per industry standards and per the manner approved by the DISTRICT. CONSULTANT will use reasonable care and diligence to comply with applicable federal, state and local laws in the performance of the Services.

INDEMNITY

CONSULTANT agrees to indemnify and hold harmless DISTRICT and its officers, officials, employees and agents from and against any and all liability, loss, damage, claims, expenses, and costs to the extent arising out of the negligent acts, errors or omissions of CONSULTANT in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, excluding liability due to the negligence or willful misconduct of DISTRICT.

DISTRICT shall assume the defense of, and indemnify and save harmless CONSULTANT and each and every employee and agent thereof from all suits, actions, damages, claims, or loss of every name and description to which the CONSULTANT may be subjected or put to the extent caused by DISTRICT's negligent performance under this contract. In providing the indemnification of CONSULTANT provided in this contract, DISTRICT agrees to provide for all costs of any necessary legal defense, to the extent DISTRICT is culpable.

INSURANCE

Before commencing performance of the Services, CONSULTANT, shall provide insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the CONSULTANT or its agents, representatives, employees, or subcontractors and shall submit to the DISTRICT certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. CONSULTANT must maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance must be included in

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the CONSULTANT's proposal. CONSULTANT may not allow any subcontractor to commence work on the Services until CONSULTANT and/or subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to the DISTRICT.

CONSULTANT shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance must be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. The insurance must be endorsed to waive all rights of subrogation against the DISTRICT and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

CONSULTANT shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement.

Required commercial general coverage shall be as broad as Insurance Services Office Commercial General Liability occurrence form CG 2010 (ed. 11/85). Automobile coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

CONSULTANT shall maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim/annual aggregate covering errors and omissions.

The DISTRICT may approve a variation in the foregoing insurance requirements, upon a determination that the coverage's, scope, limits, and forms of such insurance are either not commercially available, or that the DISTRICT interests are otherwise fully protected.

NON DISCRIMINATION

During the performance of this Agreement, CONSULTANT will not discriminate against any employee of the CONSULTANT or applicant for employment because of race,

religion, creed, color, national origin, sex, or age. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports and other documents prepared by CONSULTANT pursuant to this Agreement shall be provided to the DISTRICT. Unless the DISTRICT has obtained expressed written permission from the CONSULTANT, any modification of such documents by the DISTRICT or reuse of said documents will be at the DISTRICT's sole risk and the CONSULTANT shall not be held liable for any such re-use. DISTRICT agrees to indemnify and defend CONSULTANT for damages or claims resulting from such unauthorized modification or re-use. Except as may be otherwise required by law, CONSULTANT will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of the DISTRICT. CONSULTANT's records concerning this Agreement must be retained and available for audit by the DISTRICT and/or State Auditor for a period of three years following final payment under the Agreement.

TERMINATION AND REMEDIES

Either party may terminate this Agreement for convenience by giving at least 30 days written notice to the other party specifying the termination effective date. CONSULTANT may continue performance of the Services through the date of termination. DISTRICT shall pay CONSULTANT for all Services actually performed in accordance with this Agreement through the termination effective date.

CONSULTANT shall be entitled to immediately and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if DISTRICT files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against DISTRICT in the United States Bankruptcy court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of CONSULTANT's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, CONSULTANT shall have the right to terminate all services pursuant to this agreement.

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BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon DISTRICT, CONSULTANT, and their successors. Except as otherwise provided herein, neither DISTRICT nor CONSULTANT may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

REPRESENTATIVES

The DISTRICT representative for purposes of this Agreement will be the General Manager (representative from DISTRICT). The CONSULTANT representative for purposes of this Agreement will be John Wanger (representative from CONSULTANT).

DISTRICT:

Dale Motiska
Rural North Vacaville Water District
P.O. Box 5097
Vacaville, CA 95696
Phone: (707) 447-8420

CONSULTANT:

George Hicks
Coastland Civil Engineering, LLP
420 Executive Court North, Suite G
Fairfield, CA 94534
Phone: (707) 702-1962

The parties designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner to achieve performance of the Services in a timely and expeditious fashion.

INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

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CONFLICT OF INTEREST PROHIBITION

CONSULTANT may employ no DISTRICT official, officer or employee in the performance of the Services. No official, officer, or employee of DISTRICT may have any financial interest in this Agreement in violation of California Government Code Section 1090 and following. DISTRICT and CONSULTANT will comply with the requirements of the DISTRICT's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following and any other ethics laws applicable to the performance of the Services and/or this Agreement.

APPLICABLE LAW

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

DISPUTES

In an effort to resolve any conflicts that arise during the project or following completion of the project, DISTRICT and CONSULTANT agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. This does not preclude or limit CONSULTANTs right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court, nor does it preclude or limit CONSULTANTs right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.

RECOVERY OF ATTORNEY'S FEES

DISTRICT and CONSULTANT each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of DISTRICT and CONSULTANT, they shall be borne by each party in proportion to its negligence.

SEVERABILITY

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If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on this 14th day of July 2023.

DISTRICT:

(Rural North Vacaville Water District)

CONSULTANT:

(Coastland Civil Engineering, LLP)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE OF HOURLY RATES

July 1, 2023, through June 30, 2024

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PROFESSIONAL SERVICES

Principal Engineer	\$230 - \$250/hour
Supervising Engineer	\$200 - \$230/hour
Senior Engineer	\$185 - \$205/hour
Associate Engineer	\$170 - \$190/hour
Assistant Engineer	\$150 - \$175/hour
Junior Engineer	\$140 - \$150/hour
Senior Engineering Technician	\$160 - \$180/hour
Engineering Technician	\$145 - \$160/hour
Engineering Aide	\$120 - \$140/hour
Resident Engineer	\$180 - \$205/hour
Construction Manager	\$165 - \$200/hour
Assistant Construction Manager	\$150 - \$170/hour
Construction Inspector*	\$155 - \$185/hour
Construction Administrator	\$110 - \$120/hour
Building Plan Check Engineer/Architect	\$170 - \$205/hour
Building Official and/or CASp	\$170 - \$205/hour
Supervising Building Inspector	\$175 - \$190/hour
Senior Building Inspector	\$145 - \$175/hour
Building Inspector (I & II)	\$125 - \$145/hour
Supervising Plans Examiner	\$170 - \$190/hour
Senior Plans Examiner	\$145 - \$170/hour
Plans Examiner (I & II)	\$115 - \$145/hour
Supervising Permit Technician	\$145 - \$155/hour
Senior Permit Technician	\$130 - \$145/hour
Permit Technician (I & II)	\$110 - \$130/hour
Administrative	\$110 - \$120/hour
VEHICLE	\$18.00 – \$25.00/hour
MILEAGE	\$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.

