

MEMORANDUM

Date: November 2, 2017
To: Improvements Committee
From: Edward R. Crouse, Interim Assistant General Manager
Subject: Approve Short-Term Recycled Water Plan from Kennedy-Jenks Consultants

RECOMMENDED ACTION

Approve the proposal from Kennedy-Jenks Consultants to prepare a Short-Term Recycled Water Plan, in an amount not to exceed \$17,435 plus a 10% contingency for a total of \$19,178.50. Funding to come from Water Augmentation Reserves.

BACKGROUND

Recycled water is an essential component of the District's water supply portfolio. The Integrated Water Master Plan Update from 2010 recognized the benefit of using recycled water to offset domestic water for irrigation. At full build out, under the current anticipated medium growth scenario (the current development plans may actually be less than the medium growth scenario) no augmentation supplies are necessary if recycled water is used for irrigation purposes.

The proposed Water Supply Augmentation fee is the basis for funding the recycled water infrastructure to supply recycled water to proposed recycled water use areas. The total cost for the recycled water infrastructure is on the order of \$12-13 million in current dollars.

One difficulty recognized by staff is that development is occurring slower than anticipated, which results in a slow buildup of funds to construct the facilities. Second, it is difficult for one project to fund the entire infrastructure should that project be the trigger to use/provide recycled water.

An alternative approach to construct recycled water infrastructure is to use current recycled water disposal facilities, the Van Vleck Ranch, for the short term until such funds are available to construct permanent recycled use infrastructure. The use of the Van Vleck Ranch as a permanent disposal is not viable, since new augmentation supplies would be required to replace the recycled water for landscape irrigation.

The Kennedy-Jenks proposal will prepare the short term recycled water disposal plan for excess recycled water as a result of new development above the Rancho Murieta Country Club (RMCC) needs until funds are available to construct the permanent facilities.

Water Augmentation Reserves Fund balance is \$1,715,345.97.

Kennedy/Jenks Consultants

Engineers & Scientists

10850 Gold Center Drive, Suite 350
Rancho Cordova, California 95670
916-858-2700

6 November 2017

Mr. Mark Martin, General Manager
Rancho Murieta Community Services District
15160 Jackson Road
P.O. Box 1050
Rancho Murieta, CA 95683

Subject: Proposal for Development of Short-Term Recycled Water Plan
Rancho Murieta Community Services District

Dear Mr. Martin:

Kennedy/Jenks Consultants (Kennedy/Jenks) is pleased to provide the Rancho Murieta Community Services District (District) with this proposal to collaborate with the District and develop a Short-Term Recycled Water Plan (Project). The following is our understanding and proposed scope of work for this assignment.

PROJECT UNDERSTANDING AND OBJECTIVE

Development is occurring at a rate slower than anticipated and is currently unable to fund the Phase 1 recycled water improvements described in the *Recycled Water Program Preliminary Design Report* (June 2017). A short-term plan is needed to address recycled water use/treated effluent disposal until the Phase 1 improvements can be funded and installed.

The objective of this Project is for Kennedy/Jenks to collaborate with the District and develop a technical memorandum (TM) describing the short-term plan for consideration and approval by the District's Board of Directors. Once approved, the District would submit the TM to the Regional Water Quality Control Board (RWQCB). Ideally the TM would be transmitted to the RWQCB by the end of the year.

This proposal has been prepared in accordance with the District's and Kennedy/Jenks' Standard Services Agreement, which is included as Attachment A for reference.

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PROPOSED SCOPE OF SERVICES

The objective of this assignment is to collaborate with the District and develop a short-term plan that describes treated effluent disposal and recycled water use until Phase 1 improvements can be implemented and reflects the following considerations:

- Golf course recycled water demands of 550 acre-foot per year (AFY)
- Recycled water delivered to the Van Vleck Ranch for sprayfield irrigation

Task 1 – Technical Memorandum (Plan) Preparation

Kennedy/Jenks will develop administrative draft, final draft and final technical memoranda (TM) describing the following activities, results and recommendations:

1. Update growth and average dry weather flow (ADWF) projections to reflect more recent growth rates (i.e., connections per year) and occupancy of Rancho North starting later than anticipated (e.g., around 2021).
2. To be consistent with previously District-approved recycled water planning documents, ADWF projections are to be based on the District's standard flow contribution of 210 gallons per day per equivalent dwelling unit (gpd/EDU). This is the same value used in the *Recycled Water Program Preliminary Design Report*.
3. Growth and ADWF projections to include previously District-approved flow projections for Murieta Gardens and The Retreats.
4. Update average and 100-year water balances to reflect 550 AFY golf course demand, use of Van Vleck Sprayfields for recycled water use/treated effluent disposal and an initial storage starting volume of 80 acre-ft.
5. Describe infrastructure requirements and implications following review and discuss of implications with the District.
6. Briefly describe potential funding methods (i.e., assessment district, debt service and grants) and which grant programs the District should participate in and/or monitor.

Kennedy/Jenks shall prepare administrative draft TM for District review and comment. Technical memorandum is anticipated to include the following sections and be limited to about 5-10 pages in length, including graphics and tables but not including the two water balances, which will be attached as an appendix.

- Introduction, Purpose and Preamble¹

¹ Preamble to provide context (i.e., development projections will likely change in the future) and list key criteria (i.e., triggers) used to estimate timelines of key activities described in the TM.

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- Future Flow Projections
- Short-Term Alternative
- Water Balance and Infrastructure Implications
- Phase 1 Funding Considerations
- Key Findings, Results, Recommendations and Next Steps

Deliverables

Administrative draft technical memoranda in electronic MS Word, MS Excel and pdf format for District review and comment.

Task 2 – Improvements Committee Review and Board Presentation

Following receipt of written comments from the District and discussion of comments and recommended modifications to address comments, Kennedy/Jenks shall update TM and submit final draft TM to the District for Improvements Committee review and comment.

Following Improvements Committee approval, Kennedy/Jenks shall present summary of TM focused on key findings, results and recommendations to the District's Board of Directors and ask for comments. Following discussion of Board of Directors comments and recommended modifications to address comments with District staff, Kennedy/Jenks shall develop and submit final TM to the District. District to submit TM to the RWQCB.

Deliverables

Final draft TM for District review and comment in electronic MS Word, MS Excel and pdf formats and final TM in electronic MS Word, MS Excel and pdf formats.

Assumptions

Kennedy/Jenks has assumed that the short-term plan will be supported by the District given that we plan to develop the plan in collaboration with District staff. Comments received from the Improvements Committee and Board of Directors are assumed to be relatively minor. Allocations (two) of \$949 have been provided in our fee estimate and are assumed to be adequate to discuss, review and address Improvements Committee and Board of Directors comments.

Task 3 – Project Management and Invoicing

Kennedy/Jenks will provide project management services throughout the Project consisting of project setup, billing, communications and coordinating quality control reviews.

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Deliverables

Monthly invoice describing project status, budget and schedule in quantifiable and measurable terms.

ESTIMATED SCHEDULE

It is anticipated that this assignment will be less than 3 months in duration and will include discussions with the District's Improvements Committee and presentation to the District's Board of Directors, which are anticipated to occur in December 2017 or January 2018.

COMPENSATION FOR CONSULTING SERVICES

Because the exact level of effort to complete this assignment presented herein cannot be estimated at this time, we propose that compensation for consulting services be on a time and expense reimbursement basis in accordance with our schedule of charges provided in Attachment B. We propose a budget of \$17,435. A breakdown of our proposed budget and line item descriptions and deliverables is provided in Attachment C. It is acknowledged that the individual task budget breakdowns are an estimate and may be transferred among each work element depending on specific interim work needs, as long as the total budget is not exceeded. This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter.

If this proposal meets with your approval, please sign two copies where noted below, keep one for District records and return the other copy to our office to serve as our authorization and Notice to Proceed.

Thank you and the District for allowing Kennedy/Jenks the opportunity to provide you with this proposal to support the District. If you have any questions or desire additional information, please feel free to contact me at (916) 858-2740 (office) or (530) 363-8800 or via email at KevinKennedy@kennedyjenks.com.

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Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.



Kevin A. Kennedy, P.E.
Senior Project Manager

Attachment A – Master Services Agreement
Attachment B – Schedule of Charges
Attachment C – Proposal Fee Estimate

AUTHORIZATION:

RANCHO MURIETA COMMUNITY
SERVICES DISTRICT

By: _____
(Signature)

Mark Martin

(Print Name)

Title: **General Manager**

Date: _____

Master Services Agreement

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
SERVICES AGREEMENT**

THIS AGREEMENT is entered into this May 20, 2016, by and between Rancho Murieta Community Services District, a local government agency ("District"), and Kennedy Jenks Consultants ("Consultant"), who agree as follows:

1. Scope of Work. Consultant shall perform the work and render the services described in the attached Exhibit A (the "Work") by authorization under future Work Orders. Consultant shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.

2. Payment.

a. In exchange for the Work, District shall pay to Consultant a fee based on the fee arrangement described on the attached Exhibit B.

b. The total fee for the Work shall be as identified by Work Order in accordance with the fee arrangement described on the attached Exhibit B. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by District. Consultant's fee includes all of Consultant's costs and expenses related to the Work.

c. At the end of each month, Consultant shall submit to District an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, District shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and continue in effect for three (3) years, unless sooner terminated as provided below. Time is of the essence in this Agreement. Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by District upon 10 days advance written notice to Consultant. In the event of such termination, Consultant shall be fairly compensated for all work performed to the date of termination as calculated by District based on the above fee and payment provisions. Compensation under this subsection shall not include any termination-related expenses, cancellation or demobilization charges, or

lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. District has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

5. Conflict of Interest. Consultant (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Consultant is not a designated employee within the meaning of the Political Reform Act and District's conflict of interest code because Consultant will perform the Work independent of the control and direction of the District or of any District official, other than normal contract monitoring, and Consultant possesses no authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel.

6. Consultant Records.

a. Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. District may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

b. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

7. Ownership of Documents. All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Consultant under this Agreement and provided to District ("Work Product") shall be the property of District, and District shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Consultant or any other party. Consultant may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Consultant shall not provide any Work Product to any third party without District's prior written approval,

unless compelled to do so by legal process. If any Work Product is copyrightable, Consultant may copyright the same, except that, as to any Work Product that is copyrighted by Consultant, District reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If District reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then District shall hold Consultant harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to District in paper format, upon request by District at any time (including, but not limited to, expiration or termination of this Agreement), Consultant agrees to provide the Work Product to District in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet, AutoCAD file).

8. Compliance with Laws. Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Consultant shall comply with all federal, state and local air pollution control laws and regulations applicable to the Consultant and its Work (as required by California Code of Regulations title 13, section 2022.1).

9. Indemnification. Consultant shall indemnify, defend, protect, and hold harmless District, and its officers, employees and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of Consultant’s or its employee’s, agent’s or subcontractor’s negligence, recklessness or willful misconduct.. If it is finally adjudicated that the liability, loss, claim, damage, expense, demand or cost was caused partially by the comparative negligence of Agency, or its officer, employee or agent, then Consultant’s indemnification and defense obligation shall be reduced in proportion to the adjudicated comparative negligence of the Agency. Consultant’s obligations under this provision shall survive the termination of or completion of Work under, this Agreement.

10. Insurance.

a. Types & Limits. Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers’ compensation	statutory limits	
Employers’ liability	\$1,000,000 per accident	

b. **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name District, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. District's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to District. Insurance is to be placed with authorized insurers with a current A.M. Best's rating of A-VII or better unless otherwise acceptable to District. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Consultant agrees to waive subrogation that any insurer may acquire from Consultant by virtue of the payment of any loss relating to the Work. Consultant agrees to obtain any endorsement that may be necessary to implement this subrogation waiver.

c. **Proof of Insurance.** Upon request, Consultant shall provide to District the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

11. Entire Agreement; Amendment. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

12. Independent Contractor. Consultant's relationship to District is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. Consultant and its officers, employees and agents are not District employees, and they are not entitled to District employment salary, wages or benefits. Consultant shall pay, and District shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Consultant's employees. Consultant shall, to the fullest extent permitted by law, indemnify District, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Consultant's independent contractor status or employment-related liability.

13. Assignment. Consultant may not assign, delegate, transfer or subcontract any of its rights, duties, obligations or other interests in this Agreement without District's prior written consent. Any assignment, delegation, transfer or subcontract in violation of this provision is null and void.

14. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other

breach or default. No payment by District to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

15. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

16. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where District's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

17. No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Consultant and the District.

18. Consultant Limitations. Consultant shall, in the performance of the Work, have the right to reasonably rely upon information provided by District or prepared by any third party on behalf of District without independent verification of its accuracy and completeness.

19. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

District: General Manager Rancho Murieta Community Services District P.O. Box 1050 15160 Jackson Road Rancho Murieta, CA 95683	Consultant: Kennedy/Jenks Consultants 10850 Gold Center Drive, Suite 350 Rancho Cordova, CA 95670
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Any party may change its address by notifying the other party of the change in the manner provided above.

RANCHO MURIETA COMMUNITY

CONSULTANT

SERVICES DISTRICT

By:  By: _____
Darlene Gillum
General Manager



Kevin Kennedy [name]

Senior Project Manager [title]

By: _____

_____ [name]

_____ [title]

Client/Address: Rancho Murieta Community Services District
15160 Jackson Road
P.O. Box 1050
Rancho Murieta, CA 95683

Contract/Proposal Date: October 18, 2017

Attachment B - Custom Schedule of Charges

January 1, 2017

PERSONNEL COMPENSATION

Table with 2 columns: Classification and Hourly Rate. Lists various roles such as Engineer-Scientist-Specialist 1-9, CAD-Technician, Senior CAD-Technician, CAD-Designer, Senior CAD-Designer, Project Administrator, Administrative Assistant, and Aide with their respective hourly rates.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
b. Consultants, soils engineers, surveyors, contractors, and other outside services.
c. Rented vehicles, local public transportation and taxis, travel and subsistence.
d. Project specific telecommunications and delivery charges.
e. Special fees, insurance, permits, and licenses applicable to the work.
f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2017 through December 31, 2017. After December 31, 2017, invoices will reflect the Schedule of Charges currently in effect.

Attachment C - Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: Rancho Murieta Community Services District
 PROJECT Description: Short-Term Recycled Water Plan
 Proposal/Job Number: B10701060 11/6/2017

January 1, 2017 Rates	Gary Carlton Eng-Sci-9 (QC)	Kevin Kennedy Eng-Sci-8	Samantha Fung Eng-Sci-1	Project Administrator	Total	KJ Labor	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:					Hours	Fees	Fees	10%				Fees
Hourly Rate:	\$290	\$270	\$130	\$120								
Phase 1 - Technical Memorandum Preparation												
Review historic data, obtain and summarize historic connection data		1	2		3	\$530		\$0	\$530	\$0	\$0	\$530
Update development and ADWF projections		2	4		6	\$1,060		\$0	\$1,060	\$0	\$0	\$1,060
Discuss updated projections with District		1	1		2	\$400		\$0	\$400	\$0	\$0	\$400
Develop water balances (2)		2	5		7	\$1,190		\$0	\$1,190	\$0	\$0	\$1,190
Infrastrucure implications		2	4		6	\$1,060		\$0	\$1,060	\$0	\$0	\$1,060
Potential funding methods		2	3		5	\$930		\$0	\$930	\$0	\$0	\$930
Develop admin draft TM	2	2	14	2	20	\$3,180		\$0	\$3,180	\$0	\$0	\$3,180
Phase 1 - Subtotal	2	12	33	2	49	\$8,350	\$0	\$0	\$8,350	\$0	\$0	\$8,350
Phase 2 - Improvements Committee Review and Board Presentation												
Review, address and discuss District staff admin draft comments		1	3		4	\$660		\$0	\$660	\$0	\$0	\$660
Develop and submit final draft TM		1	2	2	5	\$770		\$0	\$770	\$0	\$0	\$770
Prepare Draft Board presentation, discuss with District staff, address feedback'		1	4		5	\$790		\$0	\$790	\$0	\$0	\$790
Attend Improvements Committee meeting; review and address comments (allocation)		2	2	1	5	\$920	\$26	\$3	\$920	\$0	\$29	\$949
Board presentation and attendance, review and address comments (allocation)		2	2	1	5	\$920	\$26	\$3	\$920	\$0	\$29	\$949
Final TM		1	2	2	5	\$770		\$0	\$770	\$0	\$0	\$770
Phase 2 - Subtotal	0	8	15	6	29	\$4,830	\$52	\$5	\$4,830	\$0	\$57	\$4,887
Phase 3 - Project Management												
PM Communications and Conference Calls (2)		4			4	\$1,080	\$52	\$5	\$1,080	\$0	\$57	\$1,137
Project Status Updates		1			1	\$270		\$0	\$270	\$0	\$0	\$270
Project set-up and invoicing		4		5	9	\$1,680		\$0	\$1,680	\$0	\$0	\$1,680
Health & Safety		1		1	2	\$390		\$0	\$390	\$0	\$0	\$390
Phase 3 - Subtotal	0	10	0	6	16	\$3,420	\$52	\$5	\$3,420	\$0	\$57	\$3,477
All Phases Total	2	30	48	20	100	\$17,320	\$104	\$10	\$17,320	\$0	\$115	\$17,435